AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday June 8, 2020 * Hailey City Hall Meeting Room
5:30 PM

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

Via teleconference: +1 (872) 240-3311, **Access Code:** 543-667-133
Via One-touch: United States tel:+18722403311,,543667133#,
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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 235 Motion to ratify ARCH Master Ground Lease agreement with corrected typo for property description ACTION ITEM 1
CA 236 Motion to approve Resolution 2020-066 authorizing an indemnification agreement with Blaine County School District for City's use of school property during July 4, 2020 technical fireworks display. ACTION ITEM 19
CA 237 Motion to adopt Resolution 2020-067, authorizing the Mayor's signature on an agreement with Idaho Materials & Construction, for asphalt patching contract. ACTION ITEM 24
CA 238 Motion to adopt Resolution 2020-068, authorizing the Mayor to sign a second addendum agreement extending the Ohio Gulch sludge drying fields lease to November 30, 2021. ACTION ITEM 29
CA 239 Motion to adopt Resolution 2020- 069, accepting the bid of $197,658.00 by Western States CAT for a new backup generator at the Wastewater Treatment Plant. ACTION ITEM 36
CA 240 Motion to adopt Resolution 2020-070, authorizing HDR's Task Order #2, for the ongoing facilities planning study and engineering design services, to replace two existing generators at the Wastewater Treatment Plant, in the amount of $21,100. ACTION ITEM.....77
CA 241 Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding 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 (the project is to be known as Sunbeam Subdivision), totaling 145 units, with 90 units in Phase 1, to be located on Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey. ACTION ITEM 85
CA 242 Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding 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. ACTION ITEM 118
CA 243 Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding 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 ACTION ITEM 173
CA 244 Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding a 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.....206

CA 245 Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding a 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.....222

CA 246 Motion to ratify claims for expenses due by contract in June 2020 ACTION ITEM.....243

MAYOR'S REMARKS:

MR 000

PUBLIC HEARINGS:

PH 247 2nd Reading of Ordinance No. 1261, amending Hailey's electric utility franchise with Idaho Power to extend the expiration date of the existing franchise 10 months to April 30, 2021 ACTION ITEM.....273

NEW BUSINESS:

NB 248 Presentation by Givens Pursley representatives regarding legal services provided to the City of Hailey pertaining to water rights and other water matters ACTION ITEM (no documents)

NB 249 Consideration of Resolution No.2020-_____ authorizing legal services, pursuant to the attached engagement memorandum, with attorneys Michael C. Creamer and Michael P. Lawrence of the law firm Givens Pursley to provide expert water law advice ACTION ITEM.....278

NB 250 Introduction of City of Hailey FY 2021 Water and Wastewater Funds Budgets ACTION ITEM.....288

NB 251 Consideration of new contract for services with Hunger Coalition to provide water for food production in exchange for food distribution services ACTION ITEM.....303

NB 252 Consideration of a Letter of Intent to purchase approximately .23 acres of real property owned by the City of Hailey located at 782 S Main Street directly west of the Snow Bunny by Maverik Inc, including a determination whether the property is underutilized or not used for public purposes, and authorizing a contract for appraisal thereof ACTION ITEM.....311

EXECUTIVE SESSION:

STAFF REPORTS: Staff Reports Council Reports Mayor's Reports

SR 253 Draft of next Planning and Zoning Commission meeting agendas.....335

SR 254 Draft of next City Council meeting agenda.....240

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1263 Next Resolution Number- 2020-071

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Legal **DEPT. HEAD SIGNATURE:** CPS

SUBJECT: Motion authorizing/ratifying the Mayor's signature on Master Ground Lease with ARCH for Parcel 02, Block 62, Woodside Subdivision No. 15.

AUTHORITY: x ID Code 50-301 et seq. ☐ IAR _____ ☐ City Ordinance/Code HMC
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

ARCH proposed an affordable house development on a remnant parcel in Woodside Subdivision, that had been previously and commonly referred to as "Parcel O." The issue came before City Council on several occasions in 2019 and 2020, most recently on May 11, 2020, when Council approved and authorized the mayor to sign a Master Ground Lease with ARCH. It came to the attention of the City Attorney through the detailed eye of the City Clerk that the proposed lease contained a typographical error regarding the legal description. In fact, the accurate and correct legal description is Parcel 02, Block 62, Woodside Subdivision No. 15. The error was corrected and document circulated for signature and recording.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion authorizing/ratifying the Mayor's signature on Master Ground Lease with ARCH for Parcel 02, Block 62, Woodside Subdivision No. 15.

FOLLOW-UP REMARKS: This is a house keeping matter, the policy decision was made over the course of several meeting

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 02 of Block 62 Woodside Subdivision No. 15, according to the official plat thereof recorded as Instrument No. 555656, 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 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 he 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.

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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 l7 (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 not 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.

(g) 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

premises or any portion thereof.

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 it's 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

STATE OF IDAHO)
: ss.
County of Blaine)

On this _____ day of June, 2020, before me the undersigned Notary Public in and for said State, personally appeared MARTHA BURKE, known or identified to me to be the Mayor of Hailey and the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the City of Hailey.

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

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

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of June, 2020, 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

AGENDA ITEM SUMMARY

DATE: 06/08/2020 DEPARTMENT: Admin/Fire DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2020-066 authorizing,
Indemnification Agreement with Blaine County School District for fireworks display.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached agreement is similar to the agreement used last year to indemnify BCSD and City of Hailey during the technical fireworks display to be held on Saturday July 4, 2020 on school district property.

The entire school district campus will be closed off to the public during the fireworks display, including the High School and Community Campus parking areas. General policing of the areas will be conducted after the area is closed.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020--_066___ authorizing an indemnification agreement with Blaine County School District for City's use of school property during July 4, 2020 technical fireworks display.

ACTION OF THE CITY COUNCIL:
Date : _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2020-066

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT WITH BLAINE COUNTY SCHOOL DISTRICT, FOR THE 4TH OF JULY FIREWORKS DISPLAY.

WHEREAS, the City of Hailey desires to enter into an Indemnification Agreement with BLAINE COUNTY SCHOOL DISTRICT under which they are held harmless and indemnified during the City's 4th of July Fireworks Display conducted by Lantis Productions, Inc.

WHEREAS, the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT have agreed to the terms and conditions of the Hold Harmless and Indemnification 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 Indemnification Agreement between the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT and that the Mayor is authorized to execute the attached Agreement,

Passed this 8th day of June, 2020.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is made as of this _____ day of _____, 2020, by and between the **CITY OF HAILEY**, an Idaho municipal corporation (hereinafter "City"), and **BLAINE COUNTY SCHOOL DISTRICT NO. 61** (hereinafter "District").

A. The City is a municipal corporation and political subdivision of the State of Idaho and has authority to enter into this Agreement. Martha Burke is the Mayor for the City of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.

B. District is a political subdivision of the State of Idaho and owns real property in the City of Hailey that is commonly known as the Wood River High School and Community Campus.

C. On July 4, 2020, the City desires to conduct a 4th of July Fireworks Ceremony on the Wood River High School Campus near the football field.

D. The District will allow the City to use the Wood River High School and Community Campus, provided the City holds the District harmless and indemnifies the District from any and all claims relating to the fireworks ceremony.

NOW, THEREOFRE, on the basis of the foregoing recitals and in consideration of the mutual promises and undertakings hereinafter set forth, and for valuable consideration, the parties agree as follows:

1. Use of Property for the Fireworks Display. The District agrees to allow the City and its agent, Lantis Productions, Inc , and its employees and agents, to use the Wood River High School Campus and Community Campus grounds for such times as are reasonably necessary to setup, conduct, and cleanup a 4th of July Fireworks program on July 4, 2020.

2. Use of the Property by the City: The District agrees to allow the City to block off the entrances to the Wood River High School and Community Campus grounds prior to the evening of July 4, 2020 for the purpose of establishing a safe and secure perimeter for the fireworks display. The City shall provide for patrol services of the entrances to ensure the area remains unused by the public, for the safety of the public as well the protection of District property. The City shall provide for the re-opening of the grounds so that the Community Campus is open for business by 6:30 a.m. the following Monday and the entire campus is reasonably clean.

3. Hold Harmless And Indemnification. The City hereby holds the District harmless from and indemnifies the District for any and all costs or expenses and any and all claims, demands, obligations, liabilities, damages, costs, lawsuits and judgments,

including attorney's fees (collectively "Claims"), connected in any way with the setup, staging, operation, and cleanup of the fireworks ceremony on the Wood River High School and Community Campus.

4. Miscellaneous Provisions.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

b. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between them with respect thereto.

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

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

e. Each signatory agrees that he/she has full authority and consent to sign this Agreement.

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

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

CITY OF HAILEY

By: _____
Martha Burke, Mayor

BLAINE COUNTY SCHOOL DISTRICT #61

By: _____
R. Keith Roark, Chairperson

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 6/8/2020 **DEPARTMENT:** Public Works - Streets **DEPT. HEAD SIGNATURE:** SKS / BY

- **SUBJECT**: Motion to adopt Resolution 2020-_067, authorizing the Mayor's signature on an agreement Idaho Materials & Construction, for asphalt patching project. ACTION ITEM

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

- **BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

As in years past, the attached contract with Idaho Materials & Construction establishes pricing on asphalt patching and saw cuts.

Since the contract uses unit pricing on an as-requested basis, staff will control the location and quantity of product needed.

The contract does not establish exclusivity with Idaho Materials & Construction. In the event another contractor provides competitive unit pricing, the City will consider working with that contractor as well.

- **FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**: Caselle #_____

Budget Line Item #_____ YTD Line Item Balance $_____

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

Staff Contact: _____ Phone # _____

Comments:

- **ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2020-067, authorizing the Mayor's signature on an agreement Idaho Materials & Construction, for asphalt patching project. ACTION ITEM

ADMINISTRATIVE COMMENTS/APPROVAL:

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

---

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.):

Instrument # _____

*Additional/Exceptional Originals to: _____

Copies (AIS only)

CITY OF HAILEY
RESOLUTION NO. 2020-067

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY APPROVING A 2019 ASPHALT PATCH CONTRACT WITH IDAHO MATERIALS & CONSTRUCTION

WHEREAS, the City of Hailey desires to have Idaho Materials & Construction perform patching and saw cuts for the City of Hailey,

WHEREAS, the City of Hailey and Idaho Materials Construction have agreed to the terms and conditions of the asphalt patch contract, which establishes prices for 2020, 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 authorizes the 2020 asphalt patch contract between the City of Hailey and Idaho Materials Construction and that the Mayor is authorized to execute the contract,

Passed this 8th day of June, 2020.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

IDAHO MATERIALS & CONSTRUCTION

Boise Area- 924 N. Sugar St. *P.O. Box 1310 *Nampa, ID 83653-1310 * Phone (208) 466-5001 * Fax (208) 466-5166 **Twin Falls Area**- 1310 Addison Ave. West * Twin Falls, ID 83301*Phone (208) 733-5933 *Fax (208) 734-6956*ISPW#11916-U-1-2 Oregon # 42640 Nevada #0054829

ASPHALT PAVING ROAD & UTILITY CONSTRUCTION EARTHWORK CONCRETE SAND & ROCK

To:	City Of Hailey	**Contact:**	Kelly Schwartz
Address:	115 S. Main	**Phone:**	788-4221
	Hailey, ID 83333	**Fax:**	
Project Name:	2020 Patch Contract	**Bid Number:**	
Project Location:	Various Locations - City Of Hailey, Hailey, IDAHO	**Bid Date:**	

Prices are good for the 2020 paving season- unless oil prices or gravel prices change during the season
All Price Quotes are at a Per Square Foot basis
Dump Fees and Traffic Control are billed separately
Mobilization will be charged on top of the Square Foot Price.
SAW CUT MINIMUM IS $350.00

Item #	Item Description	Unit Price
MOBILIZATION		
14	Mobilization	$100.00
Traffic Control		
15	Traffic Control - To Be Billed On Cost Plus Basis	$900.00
Skin Patching		
1	Furnish, Place, And Compact Asphalt By Paving Machine (Skin Patching)	$4.80
2	Furnish, Place, And Compact Asphalt By Hand (Skin Patching)	$5.35
Patches Already Dug Out To Proper Depth & Compacted. (by Hand)		
3	Furnish, Place And Compact 2" Of Asphalt	$5.65
4	Furnish, Place And Compact 2.5" Of Asphalt	$5.90
5	Furnish, Place And Compact 3" Of Asphalt	$6.25
6	Furnish, Place And Compact 4" Of Asphalt	$6.80
7	Furnish, Place And Compact 6" Of Asphalt	$9.10
Patches To Be Dug Out & Prepared By IMC		
8	Prepare Base, Furnish, Place And Compact 2" Of Asphalt	$7.15
9	Prepare Base, Furnish, Place And Compact 2.5" Of Asphalt	$7.30
10	Prepare Base, Furnish, Place And Compact 3" Of Asphalt	$7.65
11	Prepare Base, Furnish, Place And Compact 4" Of Asphalt	$8.30
12	Prepare Base, Furnish, Place And Compact 6" Of Asphalt	$10.30
Sawcutting		
13	Asphalt Saw Cutting Per Lineal Foot ($350.00 Minimum)	$2.25

Notes:

- Price shown DOES NOT include Performance and Payment bond. Add 2% if bond is required.
- Final payment based on quantity delivered to job.
- Quote DOES NOT include; permits, traffic control, surveying, testing/inspection fees, concrete collars for manholes & water valves.
- Idaho Materials and Contruction's Idaho contractor registration number is ICRL # RCE-39639
- Base Gravel by others @ +/- .03 of spec; net zero -unlees stated differently above.
- IF THIS BID IS ACCEPTED PLEASE SIGN AND RETURN ONE COPY.
- Additional Terms and Conditions of this proposal/contract.
- 1. APPROVAL OF CREDIT; Notwithstanding purchasers acceptance of this proposal, sellers obligation to perform is conditional upon seller's approval of the financial responsibility of the purchaser; and purchaser will furnish to seller promptly, at sellers request, such information as may be necessary for seller to determine purchasers financial responsibility and credit. If disapproved, purchaser will be notified, and this agreement will be deemed terminated, without liability to either party.
- If not accepted within (10) days from date of proposal, this offer shall automatically expire.
- In addition, if for reasons beyond sellers control the work is not performed during sellers current construction season or over a longer period if agreed to in writing at the date of this proposal, the contract price may be increased by the seller to reflect its cost increase incurred at the time the work is performed. Our normal construction season is April through November, depending on weather conditions.

- 4. ACCEPTANCE OF PROPOSAL: The purchaser represents that they (it, he, or she) are the owner of the premises on which the work is to be done, or are authorized representative of the owner, and have permission and authority to grant the seller the right to perform such work on premises. Should seller be required to provide survey stakes and/or to perform engineering services of any nature, purchaser hereby covenants and agrees to save and hold harmless seller from and against any and all damages, claims, costs or expenses which ever arising from or growing out of performance of the contract, including, but not limited to, drainage of water as to direction or amount during performance of the contract as well as thereafter.
- PERFORMANCE: The seller shall not be liable for failure of performance or failure of delay in delivery by reason of contingency beyond sellers control, including but not limited to, strikes, labor disputes, fire, flood, weather, embargo, war, government, or shortage or failure of raw materials, fuel, or transportation. If seller is delayed for more than sixty days (60) in the performance of this contract set forth herein, purchaser shave have the right upon seven (7) days written notice to seller to terminate this contract in which event the seller shall be paid for the work performed by it to date of such termination and all parties hereto shall be released of any further obligations herein.
- Due to current market shortages of liquid asphalt, this proposal is contingent on the availability of liquid asphalt at the time of construction. Hot mix asphalt quoted in this proposal is based on the current liquid asphalt market price. Any increase/decrease in market price of liquid asphalt at the time of placement, will be realized as an adjustment to the original quoted price at the time of placement.
- National and regional supply shortages of liquid asphalt or other material specifically noted above may preclude our suppliers from furnishing us with long term price and quantity guarantees; therefore, it is agreed that the contract price (Lump Sum or Unit) stated herein may be increased or decreased equal to any price increase or decrease, if any, after the date hereof required to be paid by the seller in the completion and performance of this contract. Seller agrees to notify purchaser prior to the date on which any work to be performed hereunder is to commence. Contract price adjustment shall be applicable to work covered by such notice unless seller has received from purchaser; prior to commencement of any such work, written notice of an unwillingness to accept contract price adjustment, in which event, seller at its option, may terminate this contract. In the event of termination, seller shall be paid for work performed to the date of termination, if any, and shall have no further obligation or liability to purchaser or others for reason of said termination.

Payment Terms:

Payment terms: Net due by the 10th of the month following date of invoice unless otherwise stated. Interest at the rate of 2% per month charged on all past due accounts. This is an annual percentage rate of 24%. Purchaser agrees to pay reasonable legal

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Idaho Materials & Construction** **Authorized Signature:** _____ **Estimator:** Clint Kisler clint.kisler@idahomaterials.com

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/20 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** BY

- **SUBJECT**: Motion to adopt Resolution 2020-068, authorizing the Mayor to sign a second addendum agreement extending the Ohio Gulch sludge drying fields lease to November 30, 2021. ACTION ITEM

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Approximately 20 years ago, Blaine County and the cities of Hailey, Ketchum, and Sun Valley, entered into a lease agreement to use the Ohio Gulch drying fields for sludge generated from wastewater treatment plants operated by the cities. That agreement expired on April 5, 2019. An addendum extended the agreement to April 5, 2020.

The attached second addendum agreement extends the terms of the original lease to November 30, 2021.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2020-068, authorizing the Mayor to sign a second addendum agreement extending the Ohio Gulch sludge drying fields lease to November 30, 2021. ACTION ITEM

ACTION OF THE CITY COUNCIL:
Date : _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2020-_068

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING A SECOND ADDENDUM AGREEMENT WITH BLAINE COUNTY FOR THE USE OF THE OHIO GULCH DRYING FIELDS FOR WASTEWATER TREATMENT PLANT SLUDGE

WHEREAS, the City of Hailey desires to enter into a Second Addendum Agreement with Blaine County to extend the Ohio Gulch sludge drying fields lease to November 30, 2021.

WHEREAS, the City of Hailey and Blaine County have agreed to the terms and conditions of the Second Addendum 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 Second Addendum Agreement between the City of Hailey and Blaine County, and authorizes the Mayor's signature on the attached document,

Passed this 8th day of June, 2020.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

SECOND ADDENDUM TO LEASE AGREEMENT

THIS SECOND ADDENDUM AGREEMENT, effective as of the date hereinbelow stated, is entered into by and between the COUNTY OF BLAINE, a political subdivision of the State of Idaho, hereinafter referred to as "County," and the CITIES OF KETCHUM AND HAILEY, Idaho, municipal corporations, and the SUN VALLEY WATER AND SEWER DISTRICT, a water and sewer district existing under and by virtue of the laws of the State of Idaho, which entities are hereinafter collectively referred to as "Cities."

RECITALS

1. On April 5, 1999, the parties entered into a lease agreement concerning real property located in the Ohio Gulch area of Blaine County for the use of "drying fields" for sludge generated from wastewater treatment plants operated by the Cities, hereinafter referred to as "lease agreement," which is attached to this ADDENDUM TO LEASE AGREEMENT as Exhibit A and hereby incorporated by reference herein.

2. The lease agreement included a term of twenty years and expired on April 5, 2019.

3. On April 2, 2019, the parties entered into an Addendum to Lease Agreement, hereinafter referred to as "first addendum," which extended the termination of the lease agreement until April 5, 2020. The first addendum is attached to this SECOND ADDENDUM TO LEASE AGREEMENT and hereby incorporated by reference herein.

4. The parties wish to extend the term of the lease agreement so that it is valid and in force until November 30, 2021.

5. In addition to the extended term, the parties agree that all existing terms in the lease agreement are still applicable.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereby agree to this SECOND ADDENDUM TO LEASE AGREEMENT as follows:

1. Term. The lease agreement shall be in full force and effect until its expiration on November 30, 2021. All prior lease agreement terms shall conform to the November 30, 2021, termination date.

2. Existing Lease. All other terms of the lease agreement provided herein remain in full force and effect.

Agreement entered into and effective as of this 28 day of April, 2020.

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

BOARD OF COUNTY COMMISSIONERS BLAINE COUNTY IDAHO SEAL

Jolynn Drage, Clerk

By _____
JACOB GREENBERG, Chairman

"CITIES"

By _____
MARTHA BURKE, Mayor
City of Hailey

ATTEST:

_____
MARY CONE
Hailey City Clerk

By _____
NEIL BRADSHAW, Mayor
City of Ketchum

ATTEST:

_____
ROBIN CROTTY
Ketchum City Clerk

SUN VALLEY WATER AND SEWER DISTRICT

By _____
JAMES D. LOYD, President

ATTEST:

_____
JEANENE PARKER, Treasurer

CERTIFICATES OF VERIFICATION

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for the state of Idaho, personally appeared JACOB GREENBERG, known to me to be Commissioner of the Board of County Commissioners of Blaine County, a political subdivision which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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: _____
(seal) Commission Expires: _____

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for the state of Idaho, personally appeared MARTHA BURKE, known to me to be the Mayor of the City of Hailey, a political subdivision which executed the foregoing instrument, and acknowledged to me that she executed the same on behalf of said political subdivision.

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: _____
(seal) Commission Expires: _____

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for the state of Idaho, personally appeared NEIL BRADSHAW, known to me to be the Mayor of the City of Ketchum, a political subdivision which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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: _____
(seal) Commission Expires: _____

STATE OF IDAHO)
) ss
County of Blaine)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for the state of Idaho, personally appeared JAMES D. LOYD, known to me to be the President of Sun Valley Water and Sewer District, which executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said political subdivision.

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: _____
(seal) Commission Expires: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/20 **DEPARTMENT:** PW - Wastewater **DEPT. HEAD SIGNATURE:** BY

- **SUBJECT**: Motion to adopt Resolution 2020- 069, accepting the bid of $197,658.00 by Western States CAT for a new backup generator at the Wastewater Treatment Plant. ACTION ITEM

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

- **BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

The Wastewater Treatment Plant is in need of a new backup power supply. Bids have been solicited and documented with additional information below. Staff requests Council approve award of the Mountain States CAT bid for acquisition of a new backup generator.

The backup power supply for the Wastewater Treatment Plant consists of a 400kW Generac and a 250kW Caterpillar generator, installed in approximately 2000 and 1984, respectively. These generators have been identified as replacement items in the 2012 Facilities Planning Study. The Biosolids Facility is not connected to a backup power supply. The current generators do not have sufficient capacity to power the entire Plant and have previously undergone major repairs but are becoming unreliable. The consultant for the current 2020 Facility Planning Study has re-confirmed the necessity for replacement of these generators and has identified them as a high priority. A target power generation level of approximately 750 kW has been identified by our consultant.

Description of Bidding Process

The City has solicited two bids, conforming with Idaho Statue 67-2807 for Cooperative Purchasing, wherein a political subdivision may participate in cooperative purchasing agreements with other government entities or associations thereof, or participate in cooperative purchasing established by an association that offers its goods and services as a result of a competitive solicitation. The Public Works Director and the City Attorney have reviewed the services of Sourcewell, a government operated cooperative purchasing organization performing competitive bid solicitations and found Sourcewell to conform with Idaho Statute. Additionally, we have requested a client list from Sourcewell and found them to be widely and currently used by other political subdivisions with the State of Idaho. The City has requested bids from two contractors on the approved Sourcewell list for provision of the desired power supply, said bidding details described below.

Western States CAT is the low bidder with a bid of $197,658.00. The second bid is from Energy Management Corporation (Generac) with a bid of $210,806.00.

Confirmation of Product Acceptability

Due to the complex nature of backup power supplies, the City has asked its current Facility Plan Consultant to prepare product specifications for the desired power supply, review the submitted bids for compliance with the identified specifications, and to render a certified opinion to the City said bids are appropriate and complete. Documentation of such is attached hereto.

Financial Impacts

The Wastewater Enterprise Fund has an available balance of approximately $1.5 million in the Replacement Fund (funded by connection fees) and approximately $2.3 million in the Operations Fund (funded by User Fees). For this acquisition, we have estimated approximately 87% is applicable to the Replacement Fund and approximately 13% is applicable to the Operations Fund (based on existing capacity of 650kW vs. increase to 750kW).

The FY20 Budget for the Operations Fund and the Replacement Fund have adequate allocated funding for the purchase of said generator.

The FY21 Budget will identify additional funding for site improvements to be completed this fall. These site improvements will include conduit routing, slab preparation, removal of the old generators, and other items necessary for a complete installation. Preliminary estimate for site work is approximately $150k.

Timeline

Once a contract is awarded, the selected provider will need up to 6 months to prepare and deliver the equipment. If the site preparation is not complete prior to the availability of equipment, it will be stored by the manufacturer until ready.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #_____

Budget Line Item #_____ YTD Line Item Balance $_____

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

Staff Contact: _____ Phone # _____

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2020- 069, accepting the bid of $197,658.00 by Western States CAT for a new backup generator at the Wastewater Treatment Plant. ACTION ITEM

ADMINISTRATIVE COMMENTS/APPROVAL:

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

---

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Instrument # _____

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

CITY OF HAILEY
RESOLUTION NO. 2020-069

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING ACCEPTANCE OF A BID PROPOSAL BY WESTERN STATES CAT, FOR A NEW BACKUP GENERATOR AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, the City of Hailey's Wastewater Treatment Plant is in need of a new backup generator,

WHEREAS, the City of Hailey desires to accept the bid proposal from Westerns States CAT in the amount of $197,658,

WHEREAS, the City of Hailey and Western States CAT agree to the terms and conditions of the bid proposal, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the bid proposal between the City of Hailey and Western States CAT and that the mayor is authorized to execute the attached document,

Passed this 8th day of June, 2020.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

Project: Hailey WWTP **Date: 05/19/2020** **Quote: CSQ #30738499**

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

Generator Set:

Manufacturer: Caterpillar **Model:** C18 **KW:** 750 **Rating:** Standby **Fuel:** Diesel **Voltage:** 277/480 3 ph 4 wire **Frequency:** 60 hz **UL2200 Listed:** Yes **IBC Certified:** Yes **Misc Items:**

Controls:

Control Panel: EMCP 4.2B **Monitoring Contacts:** 4 – programmable dry spares **Speed Control:** Electronic Isochronous **Remote Alarm Panel:** None **Alarm Panel Mounting:** Not Applicable **Remote Emergency Stop:** n/a **Remote Communications:** RS 485 TCP IP **Misc Items:**

Accessory Systems:

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

Alternator / Breaker:

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

Packaging:

Enclosure: Sound Attenuated **Sound Level:** 75 dBA **Fuel Tank:** 24 Hr **Fuel Tank Type:** Double Wall UL142 **Exhaust System:** Interior Mounted **Enclosure Color:** White **Electrical Package:** Yes **Misc Items:** enclosure heater included

Automatic Transfer Switch:

ATS Number: ATS-1 **Manufacturer:** ASCO **Model:** 7000 SERIES **Amperage:** 1200 **Poles:** 4 **Enclosure:** Nema 3R **Voltage:** 277/480 3 ph 4w **Type:** Delayed Transition bypass isolation switch **SUSE Rated:** Yes **Control Panel:** 7000 series digital **Exerciser:** 7 day programmable **KAIC Rating:** ATS Standard **KAIC Cycle:** 3 **Quantity:** 1 **Misc Items:** Service entrance rated, 6DL - retransfer to normal mode selector, 18B/18G – 2 pole D/T contacts, 31Z – pre/post signal transfer signal, 44G – strip heater thermostatically controlled, 72EE2 – quad ethernet module, 82E – standard bypass isolation status display, and 125A – seismic certification

This quote is for (1) Caterpillar C18 standby generator in accordance with the Sourcewell contract purchasing agreement number 120617-CAT for the City of Hailey membership number 96243.

Total price for above package: $197,658.00

Included:

Startup: 8 hrs - 1 trip - 1 day
Maintenance Program: Available
Spare parts kit: No
Warranty Genset: 60 month

Warranty ATS: 24 month standby (parts labor & travel)
Freight: Included to first destination
Site Load test: 100% available building load

Factory Test: 100% load at 0.8 pF
Owner training: Yes 1 hr at time of startup

Not included:

Installation / Anchor Calculations:
Taxes / Permits of any kind / Any engineering

Any fuel or fuel piping
Offloading at jobsite:

Notes and clarifications:

***Electronic O&M manual will be provided on a USB flash drive as per as per spec

Terms:

100% of payment is required prior to startup and testing on the jobsite.
Additional trips to jobsite due to installation items beyond our control will be additional. A pre-startup check off list is required to be sent to WSECO project manager prior to startup date.
Payment terms are in accordance with WSECO Standard terms upon approved account
No retainer is allowed unless specifically agreed to in writing prior to order placement.
Cancellation charges minimum of 25% once released. No return on manual transfer switches

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Andrew Erickson
Power System Sales
Meridian:
208-947-4596
208-870-1665

Accepted By:

_____
Signature:

_____
Printed Name:

_____
Company:

1. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. **Acceptance of this offer is limited to the express terms stated in this Order**. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.

2. TIME OF DELIVERY and SHIPPING. Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor

shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

3. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WSECO, Customer grants to WSECO a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WSECO, properly executed, any certificate of title or other document or instrument required by WSECO to perfect WSECO's security interest as created in this paragraph. Customer also authorizes WSECO to file financing statement(s) with respect to the security interest granted herein.

4. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WSECO. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, short age in shipment is not deemed to constitute a nonconformity.

5. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WSECO, and Customer will store the goods or reship the goods to WSECO. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

6. No right or interest in this agreement shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

7. WSECO shall have all rights and remedies provided in the Uniform Commercial Code and in any other documents executed in connection with this agreement. Customer agrees to pay all costs incurred by WSECO in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WSECO may bid on the goods and that a commercially reasonable price for said reclaimed goods, at a public sale, may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors, for goods of similar type and condition.

8. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WSECO's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WSECO in the event of any default by Customer or in the event Customer fails, upon WSECO's request, to provide reasonable assurances of future performance.

9. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods or of WSECO. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to this order.

10. **FORCE MAJEURE:** (a) WSECO shall not be responsible or liable for any delay or failure to delivery any or all of the goods and/or performance of the services if such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly, or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

11. **VENUE:** Venue for any disputes between the parties will be in Ada County, Idaho and in state court for legal proceedings. Purchaser waives right to remove any legal action from the court originally acquiring jurisdiction.

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Corporate Headquarters
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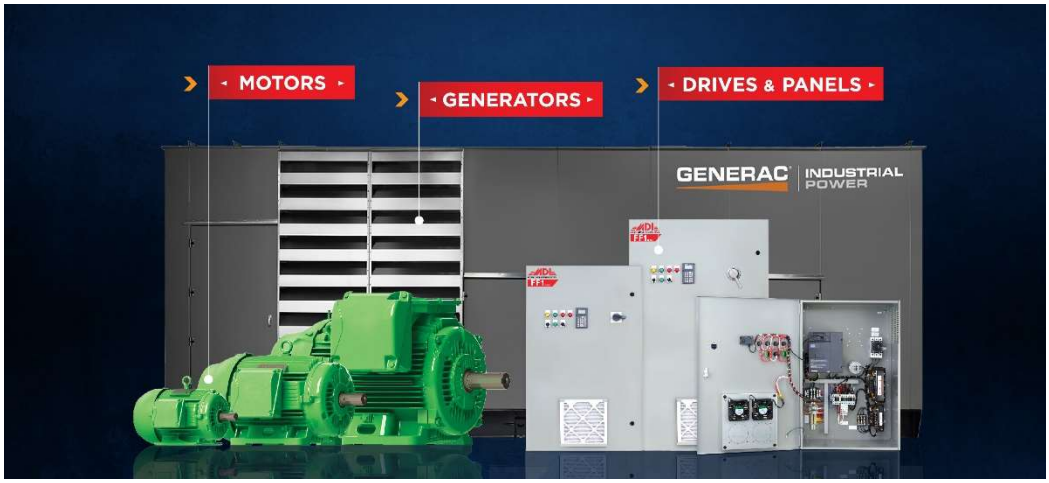
Salt Lake City, UT 84101
PH: 801.366.4100
PH: 800.433.4548
FX: 801.487.7437

Colorado
4905 "B" Ironton St
Denver, CO 80239
PH: 303.574.9448
PH: 800.511.7734
FX: 303.574.9389

Idaho
7292 W Airway Ct
Boise, ID 83709
PH: 208.322.8100
FX: 208.322.5400

California
EMEC dba:
GP Electric Motor
1020 Price Street
Pomona, CA 91767
PH: 909.865.2291
FX: 909.622.4007

Wyoming
839 Elk Street,
Rock Springs, WY 82901
PH: 800.433.4548
FX: 801.487.7437



City of Hailey

Quotation # 131033

March 24, 2020

GENERAC® | INDUSTRIAL POWER

Energy Management Corporation is pleased to present the following quote for the emergency standby power generation system to meet your project needs. One line was not available at time of quote. Cut sheets are available upon request.

SUMMARY SCOPE OF SUPPLY

Description

Quantity 1 - Generac Industrial Diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 18.1L engine, consisting of the following features and accessories:
• **Stationary Emergency-Standby rated**
• **750 kW Rating, wired for 277/480 VAC three phase, 60 Hz**
• **Permanent Magnet Excitation**
• **Primary MLCB, 80% rated thermal-magnetic**
  ○ **1200 Amp**
• **Level 2 Acoustic Enclosure, Steel**
  ○ **Industrial grey Baked-On Powder Coat Finish**
• **UL2200**
• **Power Zone Digital Control Panel for Single or MPS Generators**
  ○ **2-wire start controls for any 2-wire transfer switch**
• **21 Light Remote Annunciator Panel, Surface Mount**
• **225 AH, 1155 CCA Group 8D Batteries, with rack, installed**
• **Coolant Heater, 2500W, 240VAC**
• **Cold Weather Package, including:**
  ○ **Battery Warmer Pad**
  ○ **Crankcase Oil Heater**
• **Power Package, including:**
  ○ **120VAC Receptacle**
  ○ **AC Load Center, unit mounted**
• **Heavy Duty Air Cleaner**
• **Battery Charger, 10 Amp, NFPA 110 compliant, installed**
• **Flex Fuel Line, shipped loose**
• **Modem**
• **Oil Temp Sender**
• **36" 1001 Gallon Double-Wall UL142 Basetank**
  ○ **Mechanical fuel level indicator gauge**
  ○ **Electronic fuel level sender**
  ○ **Seismic Certiied Spring Vibration Isolaotors**
• **Std set of 3 Manuals**
• **5-Year Comprehensive Warranty**
• **SD0750KG22181D18PPLY2**

Quantity One –1200 Amp 7000 Series, Automatic Service Entrance Delayed Transition Bypass Switch - Breaker on Normal,480V 4 Pole, **Retransfer to normal mode selector. Maintained two position selector switch permits selection of manual or automatic retransfer. Manual retransfer requires a second selector switch 6B or 6C be momentarily closed to initiate a retransfer to the normal source. While in manual retransfer mode if an emergency source failure should occur**

and the normal source is still available manual retransfer will automatically bypassed. A pilot light indicates manual retransfer mode **Quad Ethernet, Standard Bypass Isolation Status Display Replaced with Membrane Display to match the J and H frame switches. Should be used on G, Q, S, and U Bypass Switches** **2pole D/T contacts that operate when emergency and normal source voltage is present at transfer switch terminals** **Selective Load disconnect circuit to provide a pre-transfer and/or post transfer signal when transferring from emergency to normal and/or normal to emergency. The signal can be programmed to occur during all transfers or only when the transfer is occurring between two live sources. The length of the pre and post transfer delays can be set to 0-5 minutes 59 seconds.** **208-240VAC and or 440-480VAC Accessory 44 Strip heater is designed to keep humidity and or temperature within the ATS enclosure at acceptable levels. This accessory consists of a mounting bracket with strip heater, thermostat and terminal block.** **Standard Bypass Isolation Status Display Replaced with Membrane Display to match the J and H frame switches. Should be used on G, Q, S, and U Bypass Switches.** **This Product Meets Or Exceeds The Requirement Of The International Building Code For Importance Factor 1.5 Electrical Equipment. For Use In Zone 4 Or Less Severe Seismic Regions. Consult ASCO for details**	
Freight Allowed Job Site, FOB Factory	
Factory Authorized Start Up	
Total (not including any applicable tax)	**$210,806.00**

NOTES AND CLARIFICATIONS:

1. **This quotation is our best interpretation of the project plans and specifications available to us at the time if bid. It is our intent to meet the project requirements, subject to approved submittals. This quotation is per the above bill of materials and not plan and specification. Quoted price does not include taxes, installation, mounting, wiring, off -loading, diesel fuel or other items not specifically designated or quoted herein.**
2. **Seismic vibration isolators are mounted between the enclosure and the base tank. If other vibration isolators are mounted between the tank and the concrete, this could void the seismic certification.**
3. **This quotation is valid for 30 days.**
4. **Allow 2 weeks for submittals after order.**
5. **Order is subject to credit approval. Payment terms are net 30 days with approved Credit.**

6. **Current lead time is estimated at 18 to 19 weeks after written receipt of release and approved submittals. Lead times are estimates only and are subject to change.**
7. **FOB-Point of Shipment, Freight is Prepaid. Shipping Method is Ground Motor Freight, Best Way.**
8. **Factory Authorized Start up services are required to validate Generac warranty.**
9. **Start-up is scheduled during standard business hours. Weekend and evening start-up hours will incur additional charges. Full warranty terms and conditions are available upon request.**

ENERGY MANAGEMENT CORPORATION Motors • Drives • Generators GENERAC

PH: 801-366-4100 FX: 801-487-7437 OPT# 11927

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DC ENGINEERING
Careful listening. Dynamic solutions.

440 E. Corporate Dr., Suite 103,
Meridian, ID 83642
www.dcengineering.net

April 10, 2020

Brian Yeager
Public Work Director
City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

Dear Mr. Yeager,

Re: Hailey WWTP Engine-Generator and Automatic Transfer Switch Proposal Evaluation

DC Engineering reviewed the two proposals Steve Holyoak sent to us on April 8, 2020 – one from Western States Cat (Caterpillar) and one from Energy Management Corporation (Generac). Both proposals are responsive, address the specified requirements, and appear to be reasonably priced. The bid prices are as follows:

Western States Cat: $197,658

Energy Management Corporation: $210,806

DC Engineering recommends awarding the equipment purchase contract to Western States Cat assuming price and bid responsiveness are the primary alternative selection criteria.

Please let us know if you have any questions or concerns.

Respectfully,
DC Engineering, Inc.

John Barrutia, P.E.

Cc: Brad Bjerke/HDR
Steve Holyoak/Hailey

Memo

To: Steve Holyoak
Copy: Brad Bjerke/HDR
From: John Barrutia/DC Engineering
Date: Thursday, August 15, 2019
Subject: Hailey WWTP Generator and Transfer Switch

DRAFT

There are presently two generators providing 650-kW (400-kW and 250-kW) of installed generator capacity at the Hailey WWTP. Both generators are near the end of their useful life, and one of the generators is undersized for motor starting capability when all critical loads are connected. The City wants to replace the generators and associated automatic transfer switches (ATS) with equipment that has the capability to carry critical load - and possibly carry the entire plant load.

The overall equipment replacement plan is anticipated to happen in two phases:

1. Issue a bid package to pre-purchase the generator and ATS.
2. Issue a bid package to install and integrate the new equipment into the plant electrical system.

This technical memorandum outlines generator replacement alternatives, recommendations, and assumptions for review and approval by the City prior to development of the generator and ATS pre-purchase specification.

Existing Electrical System Architecture

Idaho Power supplies 480-V electrical power via 1,000-kVA transformer located adjacent to the electrical building. This transformer supplies the main switchboard in the electrical building via 1,600-amp service. The main switchboard is rated 2,500-amps and serves the entire plant via three distribution feeders as follows:

- Feeder 1 (800-amp) - Serves non-critical load via MCC-E in the Solids Handling Building.
- Feeder 2 (800-amp) – Serves critical load via MCC-B (in Electrical Building) and MCC-D (in SBR/Filter/UV Building). A 250-kW Caterpillar generator installed in the electrical building provides legally required standby power to this feeder.
- Feeder 3 (600-amp) - Serves critical load via MCC-C (SBR/Filter/UV Building). A 400-kW Generac generator installed outdoors adjacent to the electrical building provides legally required standby power to this feeder.

Existing Plant Electrical Load

The City of Hailey and Cascade Energy provided two years of metering data (April 2017-April 2019) to DC Engineering on May 7, 2019. The data shows that the peak electrical demand measured at the Idaho Power electrical meter is 332-kW.

There is approximately 30-kW of solar cogeneration electrically located downstream of the electrical meter (installed on the Solids Processing Building roof) to offset the peak electrical demand. Idaho Power requires that cogeneration facilities (such as solar) remain disconnected from the utility grid for five minutes subsequent to an electrical power outage. It is therefore assumed the true plant peak electrical demand that a generator will initially experience is approximately 362-kW (i.e. 332-kW plus 30-kW). This correlates to 453-kVA at 80% power factor for generator sizing considerations, and 545-amps for ATS sizing considerations.

Plant electrical loads are expected to remain the same or be reduced (e.g. process improvements, energy efficiency improvements, etc.) over the next 20 years.

Single Generator versus Parallel Generator Considerations

There are several factors to consider when deciding whether a single or multiple generators should be used.

Reliability – In general, a multiple set installation (similarly sized to a single unit installation) may allow a generator to be removed from service for maintenance or repair if the critical loading allows. Paralleling requires the ability to sequence loads in steps, and the ability to shed loads to allow the generator sets to operate within their load ratings in event of generator failure. The ability of the Hailey WWTP SCADA system to optimize the load startup sequence is presently unknown, but assumed that it has limited capability to adjust the load startup sequence. In addition, critical load shedding is likely not allowed.

Performance – Generator system performance is similar to the electric utility service when generators are paralleled because the capacity of the aggregated generator sets relative to individual loads is much greater than it would be with single generator sets serving separate loads.

Cost – Multiple paralleled generator sets will generally cost more than a single generator set of the same capacity from a total cost of ownership perspective. The cost includes space, fueling requirements, cable layouts, control system/switchgear requirements, and maintenance costs. A single generator will typically be the most economical choice for loads below approximately 2,000 kW as the cost of the paralleling control and switching equipment will be significant when compared to the cost of the generator.

Load Variation – A parallel standby installation may be a good alternative when there are large load differences. Installing a single large generator could lead to many hours of light load running, which is detrimental to the engine. In contrast, installing parallel generators allows more flexibility by requiring both generators to run when load is high and only one generator to run when load is low. There is very little difference in the Hailey WWTP daily and seasonal load based on the provided meter data.

Flexibility - A single generator set installation is usually difficult to change, whereas sets can be added to a multiple set installation with relative ease, provided that allowance has been made in the initial design.

Risk – With smaller parallel generators (i.e. two 400-kW generators used to provide 800-kW capacity) there is a risk that if one generator fails the remaining generators on the system may not be able to support the system load when load shedding capability is not provided or allowed. Load shedding should always be incorporated into a paralleling generation scheme and the reserve capacity at any time during operation should correspond with the amount of load that can be accepted if a running generator fails. In addition, not all generators types can be paralleled together – if sets of a different manufacturer or of a significantly different size are to be paralleled, the generator manufacturer needs to be consulted before proceeding.

A single generator is recommended to serve critical loads at the Hailey WWTP given the above considerations.

Electrical System Architecture Modification Alternatives

Alternative 1: Upgrade and replace the existing generators and ATS's in their present electrical configuration.

Advantages: Does not require additional electrical equipment, feeder reconfigurations, or physical space to install the additional electrical equipment.

Disadvantages: The cost of two generators and ATS's is more costly than the cost of a single generator, and the integration and electrical cutover requires temporary mobile generators connected to the critical loads while the existing generators/ATS's are removed and replaced. The total project cost (i.e. generator/ATS purchase, integration, and cutover) is similar to Alternative 2 and is less desirable from a reliability perspective. Although there will be two generators, they cannot be connected in parallel as discussed above (to provide reserve capacity if one unit fails) because the existing plant electrical configuration does not accommodate critical load transfer between feeders.

Alternative 2: Install a new switchboard that is served from both the existing main switchboard and the new generator via the ATS, and reconfigure Feeders 1 and 2 to be served from the new switchboard.

Advantages: Electrically separates the critical load from the non-critical load, allows for a smaller generator and ATS sized solely for the critical load, and slightly reduces the cost of the generator and ATS.

Disadvantages: Integration and electrical cutover work requires additional electrical equipment, physical space to install the additional equipment, and temporary mobile generators connected to the critical loads while the work is being performed. This increases the cost of the generator integration considerably making the total project cost (i.e. generator/ATS purchase, integration, and cutover) higher than Alternative 3.

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Alternative 3: Install the new ATS and generator between the Idaho Power transformer and the main switchboard.

> Advantages: Integration and cutover can be accomplished by de-energizing the plant electrical service and utilizing the existing generators to serve the critical load while the electrical service is reconfigured. This alternative provides standby power to the entire plant, the integration and cutover effort does not require additional electrical equipment or associated physical space, and is the least cost alternative from a the total project cost perspective.
>
> Disadvantages: Slightly increases the cost of the generator and ATS.

Alternative 3 is recommended due to its overall project cost effectiveness and reliability.

Plant load startup sequence requirements

Assuming a standby generator to serve the full plant load, the load startup sequence subsequent to an electric utility power outage (and used for generator sizing) is anticipated to be as follows:

- (2) 25 HP influent pumps controlled via full voltage starters (if influent pump station level is high-high)
- (2) 100 HP SBR pumps controlled via reduced voltage starters
- (2) 100 HP SBR blowers control via reduced voltage starters will start ~ 2 minutes after the SBR pumps are running. There are (3) SBR blowers, but only (2) SBR blowers will operate at once
- 7.5 HP SBR effluent pumps controlled via VFD. There are (3) pumps, but only (1) pump will run at a time
- (2) 60 HP blowers in Solids Processing Building (MCC-E) controlled via VFD. There are (3) blowers, but only (2) blowers will run at a time
- (2) 15 HP digester circulating sludge pumps in Solids Processing Building controlled via full voltage starters. There are (3) sludge pumps, but only (2) sludge pumps will run at a time
- Approximately 15-kW of smaller loads throughout plant (i.e. lights, receptacles, Administration Building, etc.)

Motor Starting Voltage Drop Considerations

Existing plant loads are presently served from the electrical building at 480-V, and some of the feeders are close to 500 feet in length. Voltage drop considerations are likely the most critical factor in this particular application due to feeder lengths. Maximum voltage dip allowed at the generator terminals during motor startup will be 10% to limit voltage drop at the end of the 480V feeders to 15%, otherwise the motors will not properly start. Maximum voltage dip at the generator terminals (with similarly sized generator) could be reduced further if SCADA has the capability to further optimize the load startup sequence. Based on initial calculations, a standby generator (approximately 750-800 kW in size) can be used to address the motor starting voltage drop requirements that result from the above plant startup load sequence. In addition, a 750-800-kW generator will have adequate capacity to serve the entire plant peak demand.

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Generator Fuel Requirements

An exterior fuel tank presently located adjacent to the 400-kW Generac generator supplies diesel fuel to both existing generators. The City desires to remove that fuel tank, and have the new generator constructed with an integral sub-base diesel fuel tank that has capacity for 16 hours of runtime.

ATS Size and Configuration

Installing a generator to provide standby power to the whole plant requires an ATS installed in the plant service entrance circuit (i.e. between the Idaho Power transformer and the main switchboard). Although the plant electrical service is sized at 1600-amps, the measured peak electrical demand indicates the plant electrical service can be sized at 800 amps assuming plant load remains the same or reduce in the future.

The ATS will need to include an upstream service-entrance circuit breaker to meet National Electrical Code service entrance requirements because of its location in the electrical system. In addition, it is recommended the ATS include bypass isolation switch to provide manual bypass of the load to either source (utility or generator). This arrangement allows isolation of the ATS in case of failure and for ease of maintenance while keeping the plant energized.

Generator and ATS Installation Location and Enclosures

The new generator is anticipated to be installed outdoors in a sound attenuated outdoor enclosure. This assumes sound attenuation will be required by local jurisdictional noise guidelines that limit noise at the facility property line. There are two primary levels of sound attenuated enclosure options. Level 1 enclosures are designed for a 15dBA average sound reduction around the enclosure in free field conditions. Level 2 enclosures are designed for a 25dBA average reduction around the enclosure in free field conditions. It is assumed a Level 2 enclosure will be required to meet City of Hailey noise guidelines.

The existing electrical building does not have adequate space to install a new ATS. Therefore, it is anticipated the ATS will be mounted outdoors in a NEMA 3R enclosure.

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SECTION 26 32 13

DIESEL-ENGINE-DRIVEN GENERATOR SETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following for a Legally Required Standby system per Article 701 of the National Electrical Code:

1. Diesel engine.
2. Diesel fuel-oil system.
3. Control and monitoring.
4. Generator overcurrent and fault protection.
5. Generator, exciter, and voltage regulator.
6. Outdoor engine generator enclosure.
7. Vibration isolation devices.

B. Provide either a single diesel generator or two paralleled diesel generators.

1. If parallel generators are proposed:
   a. Provide with integrated paralleling controls capability that provides synchronization, speed governor biasing, automatic voltage regulator biasing, communications, load sharing, metering, protective relaying, operator interface and custom logic capabilities.
   b. Provide with all additional power cable terminations, bussing, and control interfaces as required to properly integrate the parallel generation system with the automatic transfer switch.
   c. Provide details and schematics showing how to incorporate load shedding features into the plant control system in case one generator fails and the remaining generator is not able to support the system load.

C. Related Requirements: Section 26 36 00 "Automatic Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine generators.

1.2 DEFINITIONS

A. EPS: Emergency power supply.

B. EPSS: Emergency power supply system.

C. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

1.3 REFERENCES

A. The generator set and all components shall be designed, manufactured, and tested in accordance with the latest applicable standards as follows:

1. National Electric Code (NEC) – National Fire Protection Association (NFPA) 70
2. NFPA 99, NFPA 110
3. American National Standards Institute (ANSI)
4. Underwriters Laboratories (UL)
5. Institute of Electrical and Electronics Engineers (IEEE)

1.4 ACTION SUBMITTALS

A. Bill of Materials: A listing of all panels, racks, instruments, components, and devices provided under this section.

B. Product Data: For each type of product.

1. Diesel engine data:
   a. Manufacturer
   b. Model
   c. Revolutions per minute (RPM)
   d. Rated capacity brake horsepower (bhp)
   e. Governor
   f. Piston displacement
   g. Fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.

2. Generator data:
   a. Manufacturer
   b. Model
   c. Kilowatt rating, efficiency, reactances, and short-circuit current capability.
   d. Voltage
   e. Temperature rise above 40 degrees C ambient at rated output with 0.8 power factor
   f. Thermal damage curve
   g. Motor starting capability
   h. Generator efficiency at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.

3. Package data:
   a. Overall length, width, and height
   b. Weight of complete skid mounted unit
   c. Exhaust pipe size
   d. Air flow (in cubic feet per minute) of air required for combustion and ventilation
   e. Heat rejection to the atmosphere of the engine and generator in BTU/hr
   f. Cooling air volume required
   g. Emissions certification
   h. Sound data

4. Engine-generator unit and accessories:

a. Enclosure
b. Accessory sub-panel & transformer
c. Control panels
d. Voltage regulator
e. Fuel system
f. Exhaust system
g. Batteries
h. Battery charger
i. Jacket water heater

5. If parallel generators are proposed:
   a. Integrated paralleling equipment details
   b. Power cable termination and bussing details for connection to the automatic transfer switch.
   c. Control interfaces for connection to the automatic transfer switch.
   d. System load shedding features, details, and schematics.

6. Generator circuit breaker:
   a. Manufacturer's descriptive literature and catalog number
   b. Recommended trip settings for all adjustable settings
   c. Short circuit interrupting rating

7. Time-current characteristic curves

C. Shop Drawings:

1. Include plans and elevations for engine generator and other components specified. Indicate access requirements affected by height of subbase fuel tank.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Identify fluid drain ports and clearance requirements for proper fluid drain.
4. Design calculations for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
5. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include base weights.
6. Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams showing terminal markings for engine generators and functional relationship between all electrical components.

1.5 INFORMATIONAL SUBMITTALS

A. Sizing calculations: Submit project specific sizing calculation based on specified loads and associated startup sequence.

B. Manufacturer Seismic Qualification Certification: Submit IBC certification that engine-generator set, batteries, battery racks, accessories, and components will withstand seismic forces.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements

C. Source Quality-Control Reports: Including, but not limited to, the following:

1. Certified summary of prototype unit test report
2. Certified Test Report for components and accessories that are equivalent, but not identical, to those tested on prototype unit.
3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.
4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
5. Report of sound generation.
6. Report of exhaust emissions showing compliance with applicable regulations.
7. Certified Torsional Vibration Compatibility.

D. Warranty details.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Manual shall contain all the information needed to operate, maintain and repair all systems, equipment, and material provided. The information provided shall include, but not be limited to, the following:

1. General: The names, addresses, and telephone numbers of the manufacturer, the nearest manufacturer's representative, and the manufacturer's nearest supplier of equipment and parts. Include the manufacturer's web site information.

2. Operating Instructions for Normal and Emergency Operations

   a. Safety Precautions
   b. Service Requirements: Provide instructions for services to be performed by the operator such as lubrication, adjustments, and inspection.
   c. Environmental Conditions: Provide a list of environmental conditions (temperature, humidity, and other relevant data) which are best suited for the product and describe conditions under which product should not be allowed to run.

3. Preventive Maintenance:

   a. Lubrication Data - for specific temperature ranges and applications; provide charts with a schematic diagram showing lubrication points, recommended lubricants, and capacities; provide a lubrication schedule showing service interval frequency.

b. Provide manufacturer's preventive maintenance schedule for routine inspections, tests, and adjustments required to ensure proper and economical operation and minimize repairs.

4. Corrective Maintenance:

a. Troubleshooting Guides and Diagnostic Techniques: Provide step-by-step procedures to promptly isolate the cause of typical malfunctions.
b. Wiring and Control Diagrams: Provide point-to-point drawings of wiring and control circuits including factory-field interfaces.
c. Maintenance and Repair Procedures: Provide instructions and list tools required to restore equipment to proper operational condition.
d. Spare Parts and Supply Lists: Provide lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonably delays. Identify spare parts and supplies that require a long lead time.

5. Appendices:

a. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
b. Operating instructions.
c. Training plan.

B. Deliver electronic copies on USB flash drive.

1. Electronic O&M manuals shall be in searchable Adobe Acrobat pdf format.
2. Where scanned pages are used, each scanned page shall be provided with a bookmark and identified in the index. In addition, annotate each scanned page identifying the content. For example, for a scan of a Special Warranty, insert an annotation in the file stating “Special Warranty Documentation, Page 1.” Index with hyperlinks and bookmarks to each section.
3. Consistently orient all diagrams, drawings, pictures and illustrations.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: One for every 10 of each type and rating, minimum one fuse of each type.
2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each.
3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.
4. Special Tools: Each special tool listed by part number in operations and maintenance manual.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. A qualified manufacturer with a minimum of 25 years' experience building the specified products.
2. The manufacture shall maintain, within 200 miles of Project site, a factory authorized and trained service center capable of providing training and 24 hour parts, service, and emergency maintenance repairs.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.9 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship for a 5 year warranty period from date of delivery to project site. Warranty must include cost of parts, travel, and labor for the entire period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Generac Power Systems, Inc.
2. Caterpillar, Inc.; Electric Power Division.
3. Cummins Power Generation.
4. Kohler Power Systems.
5. Or Equivalent.

B. Source Limitations: Obtain packaged engine generators and auxiliary components from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Engine generator system shall withstand the following environmental conditions and design load guidelines without mechanical or electrical damage or degradation of performance capability:

1. Ambient Temperature: 5 to 104 deg F (Minus 15 to plus 40 deg C).
2. Relative Humidity: Zero to 95 percent.
3. Altitude: Sea level to 5600 feet.
4. Ground Snow Load: 143 psf
5. Wind Load: 90 mph
6. Live Load: 100 psf
7. Seismic Design Category: C

B. Component Importance Factor: 1.0

C. B11 Compliance: Comply with B11.19.

D. NFPA Compliance:

1. NFPA 37.
2. NFPA 70.
3. NFPA 110 requirements for Level 2 legally required power supply systems.

E. UL Compliance: UL 2200.

F. Engine Exhaust Emissions: Comply with applicable federal, state, and local emissions requirements at the time of purchase.

G. Noise Emission: Comply with applicable state and local government requirements for maximum noise level due to sound emitted by engine generator including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

2.3 ENGINE GENERATOR ASSEMBLY DESCRIPTION

A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

C. Power Rating: Standby.

D. EPSS Class: Engine generator shall be classified as a Class 16 according to NFPA 110.

E. Service Load: 460 kVA.

F. Power Factor: 0.8, lagging.

G. Frequency: 60 Hz.

H. Voltage: 480-VAC.

I. Phase: Three-phase, four wire, wye.

J. Governor: Adjustable isochronous, with speed sensing.

K. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.

L. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and engine generator center of gravity.

M. Capacities and Characteristics:

1. Power Output Ratings: Nominal ratings as indicated at 0.8 power factor excluding power required for the continued and repeated operation of the unit and auxiliaries, with capacity as required to operate as a unit as evidenced by records of prototype testing.
2. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.

N. Engine Generator Performance: Oversizing generator compared with the rated power output of the engine is permissible to meet specified performance.

1. Nameplate Data for Oversized Generator: Show ratings required by the Contract Documents rather than ratings that would normally be applied to generator size installed.
2. Steady-State Voltage Operational Bandwidth: 1 percent of rated output voltage from no load to full load.
3. Transient Voltage Performance: Not more than 10 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 0.5 second.
4. Steady-State Frequency Operational Bandwidth: Plus or minus 0.25 percent of rated frequency from no load to full load.
5. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
6. Transient Frequency Performance: Less than 2-Hz variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within three seconds.
7. Output Waveform: At no load, harmonic content measured line to neutral shall not exceed 2 percent total with no slot ripple. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
8. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to winding insulation or other generator system components.
9. Excitation System: Performance shall be unaffected by voltage distortion caused by nonlinear load. Provide permanent magnet excitation for power source to voltage regulator.
10. Start Time: Comply with NFPA 110, Type 10 system requirements.

2.4 DIESEL ENGINE

A. Fuel: diesel fuel oil, Grade DF-2 ULS type.

B. Rated Engine Speed: 1800 rpm.

C. Lubrication System: Engine or skid-mounted.

1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.

3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.

D. Jacket Coolant Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with UL 499.

E. Integral Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine generator set mounting frame and integral engine-driven coolant pump.

1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
3. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
4. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, UV-, and abrasion-resistant fabric.

    a. Rating: 50-psig (345-kPa) maximum working pressure with coolant at 180 deg F (82 deg C), and noncollapsible under vacuum.
    b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.

F. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.

G. Air-Intake Filter: Heavy-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.

H. Starting System: 12-V or 24-V electric, with negative ground.

1. Components: Sized so they are not damaged during a full engine-cranking cycle with maximum ambient temperature.
2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
3. Cranking Cycle: As required by NFPA 110 for system level specified.
4. Battery: Lead acid, with capacity within specified ambient temperature range to provide specified cranking cycle at least three times without recharging.
5. Battery Cable: Size as recommended by engine manufacturer.
6. Battery Stand: Factory-fabricated, two-tier metal with acid-resistant finish designed to hold the quantity of battery cells required and to maintain the arrangement to minimize lengths of battery interconnections.
7. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
8. Battery Charger: Current-limiting, automatic-equalizing, and float-charging type. Unit shall comply with UL 1236 and include the following features:

a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 to 140 deg F (minus 40 to plus 60 deg C) to prevent overcharging at high temperatures and undercharging at low temperatures.
c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
d. Ammeter and Voltmeter: Meters shall indicate charging rates.
e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
f. Enclosure and Mounting: NEMA 250, Type 1, wall-mounted cabinet.

2.5 DIESEL FUEL-OIL SYSTEM

A. Comply with NFPA 37.

B. Piping: Fuel-oil piping shall be Schedule 40 black steel, complying with requirements in Section 231113 "Facility Fuel-Oil Piping." Cast iron, aluminum, copper, and galvanized steel shall not be used in the fuel-oil system.

C. Main Fuel Pump: Mounted on engine to provide primary fuel flow under starting and load conditions.

D. Fuel Filtering: Remove water and contaminants larger than 1 micron.

E. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.

F. Subbase-Mounted, Double-Wall, Fuel-Oil Tank: Factory installed and piped, complying with UL 142 fuel-oil tank. Features include the following:

1. Tank level indicator.
2. Fuel-Tank Capacity: Minimum 133 percent of total fuel required for planned operation plus fuel for periodic maintenance operations between fuel refills.
3. Leak detection in interstitial space.
4. Vandal-resistant fill cap.
5. Containment Provisions: Comply with requirements of authorities having jurisdiction.

2.6 CONTROL AND MONITORING

A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of engine generator. When

mode-selector switch is switched to the on position, engine generator starts. The off position of same switch initiates engine generator shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.

B. Provide minimum run time control set for 15 minutes with override only by operation of a remote emergency-stop switch.

C. Comply with UL 508A.

D. Configuration:

1. Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the engine generator. Mounting method shall isolate the control panel from engine generator vibration. Panel shall be powered from the engine generator battery.

E. Control and Monitoring Panel:

1. Digital engine generator controller with modern display technology, controls, and microprocessor, capable of local and remote control, monitoring, and programming, with battery backup.
2. Instruments: Located on the control and monitoring panel and viewable during operation.

    a. Engine lubricating-oil pressure gage.
    b. Engine-coolant temperature gage.
    c. DC voltmeter (alternator battery charging).
    d. Running-time meter.
    e. AC voltmeter, for each phase connected to a phase selector switch.
    f. AC ammeter, for each phase connected to a phase selector switch.
    g. AC frequency meter.
    h. Generator kW, kVA, kVAR, and power factor.
    i. Generator-voltage adjustment.

3. Controls and Protective Devices: Controls, shutdown devices, and common alarm indication, including the following:

    a. Cranking control equipment.
    b. Run-Off-Auto switch.
    c. Control switch not in automatic position alarm.
    d. Overcrank alarm.
    e. Overcrank shutdown device.
    f. Low-water temperature alarm.
    g. High engine temperature prealarm.
    h. High engine temperature.
    i. High engine temperature shutdown device.
    j. Overspeed alarm.
    k. Overspeed shutdown device.
    l. Low fuel main tank. Low-fuel-level alarm shall be initiated when the level falls below that required for operation for duration required for the indicated EPSS class.

m. Coolant low-level alarm.
n. Coolant low-level shutdown device.
o. Coolant high-temperature prealarm.
p. Coolant high-temperature alarm.
q. Coolant low-temperature alarm.
r. Coolant high-temperature shutdown device.
s. EPS load indicator.
t. Battery high-voltage alarm.
u. Low cranking voltage alarm.
v. Battery-charger malfunction alarm.
w. Battery low-voltage alarm.
x. Lamp test.
y. Contacts for local and remote common alarm.
z. Remote manual stop shutdown device.
aa. Air shutdown damper alarm when used.
bb. Air shutdown damper shutdown device when used.
cc. Hours of operation.
dd. Engine generator metering, including voltage, current, hertz, kilowatt, kilovolt ampere, and power factor.

F. Communications:

1. A separate terminal block, factory wired to four Form C relays that can be assigned to any alarm or fault.
2. Provide Ethernet connections for data transmission of indications to remote data terminals using Modbus RTU protocol.

G. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator unless otherwise indicated.

2.7 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. Overcurrent protective devices shall be coordinated to optimize selective tripping when a short circuit occurs.

1. Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.

2. Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel.

B. Generator Overcurrent Protective Device:

1. Molded-case circuit breaker, electronic-trip type, complying with UL 489:

a. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous to allow selective coordination with supply-side overcurrent protective devices.

b. Shunt Trip: Connected to trip breaker when engine generator is shut down by other protective devices.
c. Mounting: Adjacent to, or integrated with, control and monitoring panel.

C. Generator Protector: Microprocessor-based unit shall continuously monitor current level in each phase of generator output, integrate generator heating effect over time, and predict when thermal damage of alternator will occur. When signaled by generator protector or other engine generator protective devices, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from load circuits. Protector performs the following functions:

1. Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other engine generator malfunction alarms. Contacts shall be available for load shed functions.
2. Under single- or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.
3. As overcurrent heating effect on the generator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the engine generator.
4. Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.

D. Ground-Fault Indication: Comply with NFPA 70. Indicate ground fault with other engine generator alarm indications.

2.8 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

A. Comply with NEMA MG 1.

B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.

C. Electrical Insulation: Class H.

D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.

E. Range: Provide broad range of output voltage by adjusting the excitation level.

F. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.

G. Enclosure: Dripproof.

H. Instrument Transformers: Mounted within generator enclosure.

I. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.

1. Adjustment on Control and Monitoring Panel: Provide plus or minus 5 percent adjustment of output-voltage operating band.
2. Maintain voltage within 10 percent on one step, full load.
3. Provide anti-hunt provision to stabilize voltage.
4. Maintain frequency within 10 percent and stabilize at rated frequency within 2 seconds.

J. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

2.9 LOAD START-UP SEQUENCE

A. The load startup sequence subsequent to an electric utility power outage (and used for generator sizing) is as follows:
1. Step 1:
   a. (2) 25 HP pumps controlled via full voltage starters
   b. (2) 100 HP pumps controlled via reduced voltage starters
   c. (1) 7.5 HP pump controlled via variable frequency drive (VFD).
   d. (2) 60 HP blowers controlled via VFD.
   e. (2) 15 HP pumps controlled via full voltage starters.
   f. Approximately 15-kW of smaller loads throughout plant (i.e. lights, receptacles, etc.)
2. Step 2:
   a. (2) 100 HP blowers controlled via reduced voltage starters.

2.10 OUTDOOR ENGINE GENERATOR ENCLOSURE

A. Description:

1. Vandal-resistant, sound-attenuating, weatherproof steel housing; wind resistant up to 100 mph (160 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
2. Sound Attenuation: Sound level measurements shall be taken at a distance of 23 feet on all four sides of the generator. The average of all four measurements shall be 78 dBA or less.
3. Structural Design and Anchorage: Comply with ASCE/SEI 7 for specified loads.
4. Seismic Design: Comply with seismic requirements.
5. Hinged Doors: With padlocking provisions.
6. Thermal Insulation: Manufacturer's standard materials and thickness selected in coordination with space heater to maintain winter interior temperature within operating limits required by engine generator components.
7. Muffler Location: Within enclosure.
8. Engine-Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for two hours with ambient temperature at top of range specified in system service conditions.
   a. Ventilation: Provide temperature-controlled exhaust fan interlocked to prevent operation when engine is running.
9. Interior Lights with Switch: Factory-wired, vapor-proof luminaires within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.

10. AC lighting system and connection point for operation when remote source is available.
11. Convenience Outlets: Factory-wired, GFCI. Arrange for external electrical connection.

2.11 VIBRATION ISOLATION DEVICES

A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.

1. Material: Bridge-bearing neoprene, complying with AASHTO M 251 separated by steel shims.
2. Durometer Rating: 60 (to be confirmed by manufacturer based on final selection of vibration isolation system).
3. Number of Layers: Up to four (determined by manufacturer based on final vibration isolator assembly design.

B. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.

1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch- (6-mm-) thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment-mounting and -leveling bolt that acts as blocking during installation.
2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
3. Minimum Additional Travel: 50 percent of required deflection at rated load.
4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.12 FINISHES

A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.13 SOURCE QUALITY CONTROL

A. Prototype Testing: Factory test engine generator using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories. Comply with IEEE 115.

B. Project-Specific Equipment Tests: Before shipment, factory test engine generator and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:

1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
2. Test generator, exciter, and voltage regulator as a unit.

3. Full load run.
4. Maximum power.
5. Voltage regulation.
6. Transient and steady-state governing.
7. Single-step load pickup.
8. Safety shutdown.
9. Report factory test results within 10 days of completion of test.

END OF SECTION

SECTION 26 36 00

AUTOMATIC TRANSFER SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Molded-case-type automatic transfer switches.
2. Transfer switch accessories.

B. Related Requirements:

1. Section 26 32 13 “Diesel-Engine Driven Generator Sets”

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for transfer switches.
2. Include rated capacities, operating characteristics, electrical characteristics, and accessories.

B. Shop Drawings:

1. Include plans, elevations, sections, details showing minimum clearances, conductor entry provisions, gutter space, and installed features and devices.
2. Include material lists for each switch specified.
3. Single-Line Diagram: Show connections between transfer switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.

1.3 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Data: Certificates, for transfer switches, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

B. Warranty details.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals.
   1. General: The names, addresses, and telephone numbers of the manufacturer, the nearest manufacturer's representative, and the manufacturer's nearest supplier of equipment and parts. Include the manufacturer's web site information.

   2. Operating Instructions for Normal and Emergency Operations

      a. Safety Precautions
      b. Service Requirements: Provide instructions for services to be performed by the operator such as lubrication, adjustments, and inspection.
      c. Environmental Conditions: Provide a list of environmental conditions (temperature, humidity, and other relevant data) which are best suited for the product and describe conditions under which product should not be allowed to run.

   3. Preventive Maintenance:

      a. Provide manufacturer's preventive maintenance schedule for routine inspections, tests, and adjustments required to ensure proper and economical operation and minimize repairs.

   4. Corrective Maintenance:

      a. Troubleshooting Guides and Diagnostic Techniques: Provide step-by-step procedures to promptly isolate the cause of typical malfunctions.
      b. Wiring and Control Diagrams: Provide point-to-point drawings of wiring and control circuits including factory-field interfaces.
      c. Maintenance and Repair Procedures: Provide instructions and list tools required to restore equipment to proper operational condition.
      d. Spare Parts and Supply Lists: Provide lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonably delays. Identify spare parts and supplies that require a long lead time.

   5. Appendices:

      a. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
      b. Operating instructions laminated and mounted adjacent to ATS location.
      c. Training plan.

B. Deliver electronic copies on USB flash drive.

   1. Electronic O&M manuals shall be in searchable Adobe Acrobat pdf format.
   2. Where scanned pages are used, each scanned page shall be provided with a bookmark and identified in the index. In addition, annotate each scanned page identifying the content. For example, for a scan of a Special Warranty, insert an annotation in the file

stating “Special Warranty Documentation, Page 1.” Index with hyperlinks and bookmarks to each section.

3. Consistently orient all diagrams, drawings, pictures and illustrations.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of transfer switch or transfer switch components that fail in materials or workmanship within two years from date of delivery to project site.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ASCO Power Technologies
2. Caterpillar, Inc.; Electric Power Division.
3. Cummins Power Generation.
4. Generac Power Systems, Inc.
5. Kohler Power Systems.
6. Or Equivalent.

2.2 PERFORMANCE REQUIREMENTS

A. Ratings:

1. Service: 480/277-volts, three-phase, four-wire grounded wye, having and available short circuit current of 30,000-amps at line terminals.
2. Current: 1200-amps.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA ICS 1.

D. Comply with NFPA 110.

E. Comply with UL 1008 unless requirements of these Specifications are stricter.

F. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.

G. Tested Fault-Current Closing and Short-Circuit Ratings: Adequate for available fault current based on UL 1008 testing.

1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
2. Short-time withstand capability for three cycles.

H. Repetitive Accuracy of Solid-State Controls: All settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.

I. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.62. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.

J. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism. Switches shall be mechanically and electrically interlocked in both directions to prevent simultaneous connection to both power sources unless closed transition.

K. Service-Rated Transfer Switch:

1. Comply with UL 869A and UL 489.
2. Provide terminals for bonding the grounding electrode conductor to the grounded service conductor.
3. Neutral bonding connection shall be on the neutral bus.
4. Provide removable link for temporary separation of the service and load grounded conductors.
5. Surge Protective Device: Service rated.
6. Ground-Fault Protection: Comply with UL 1008 for normal bus.
7. Service Disconnecting Means: Externally operated, manual mechanically actuated.

L. Neutral Switching: Provide neutral pole switched simultaneously with phase poles.

M. Heater: Equip switches with an internal heater. Provide thermostat within enclosure to control heater.

N. Annunciation, Control, and Programming Interface Components: Devices at transfer switches for communicating with remote programming devices, annunciators, or annunciator and control panels shall have communication capability matched with remote device.

O. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, by color-code or by numbered or lettered wire and cable shrinkable sleeve markers at terminations.

1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors.
3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.
4. Accessible via front access.

P. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 MOLDED-CASE-TYPE AUTOMATIC TRANSFER SWITCHES

A. Comply with Level 2 equipment according to NFPA 110.

B. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.

1. Limitation: Switches using contactor-based components are unacceptable.
2. Switch Action: Double throw; mechanically held in both directions.
3. Contacts: Silver composition or silver alloy for load-current switching.
4. Conductor Connectors: Suitable for use with conductor material and sizes.
5. Material: Hard-drawn copper, 98 percent conductivity.
6. Main and Neutral Lugs: Mechanical type.
7. Ground Lugs and Bus-Configured Terminators: Mechanical type.
8. Connectors shall be marked for conductor size and type according to UL 1008.

C. Automatic Delayed-Transition Transfer Switches: Pauses or stops in intermediate position to momentarily disconnect both sources, with transition controlled by programming in the automatic transfer-switch controller. Interlocked to prevent the load from being closed on both sources at the same time.

1. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals for alternative source. Adjustable from zero to six seconds, and factory set for one second.
2. Sources shall be mechanically and electrically interlocked to prevent closing both sources on the load at the same time.
3. Fully automatic break-before-make operation with transfer when two sources have near zero phase difference.

D. Manual Switch Operation, Load-Breaking: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.

E. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval shall be adjustable from 1 to 30 seconds.

F. Digital Communication Interface: Ethernet ports to support TCP/IP communications. Modbus TCP/IP, SNMP, HTTP, and SMTP open protocols shall be simultaneously supported.

G. Transfer Switches Based on Molded-Case-Switch Components: Comply with UL 489 and UL 869A.

H. Automatic Transfer-Switch Controller Features:

1. Controller operates through a period of loss of control power.
2. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage shall be adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at

90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.

4. Time Delay for Retransfer to Normal Source: Adjustable from zero to 30 minutes, and factory set for 10 minutes. Override shall automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Test Switch: Simulate normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.

    a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
    b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."

8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
12. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods shall be adjustable from 10 to 30 minutes. Factory settings shall be for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:

    a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
    b. Push-button programming control with digital display of settings.
    c. Integral battery operation of time switch when normal control power is unavailable.

2.4 TRANSFER SWITCH ACCESSORIES

A. Bypass/Isolation Switches:

1. Source Limitations: Same manufacturer as transfer switch in which installed.
2. Comply with requirements for Level 2 equipment according to NFPA 110.
3. Description: Manual type, arranged to select and connect either source of power directly to load, isolating transfer switch from load and from both power sources. Include the following features for each combined automatic transfer switch and bypass/isolation switch:

a. Means to lock bypass/isolation switch in the position that isolates transfer switch with an arrangement that permits complete electrical testing of transfer switch while isolated. Interlocks shall prevent transfer-switch operation, except for testing or maintenance, while automatic transfer switch is isolated.
b. Provide means to make power available to transfer-switch control circuit for testing and maintenance purposes.
c. Drawout Arrangement for Transfer Switch: Provide physical separation from live parts and accessibility for testing and maintenance operations. Transfer switch and bypass/isolation switch shall be in isolated compartments.
d. Transition: Provide closed-transition operation when transferring from main transfer switch to bypass/isolation switch on the same power source.
e. Bypass/Isolation Switch Current, Voltage, Closing, and Short-Circuit Withstand Ratings: Equal to or greater than those of associated automatic transfer switch, and with same phase arrangement and number of poles.
f. Contact temperatures of bypass/isolation switches shall not exceed those of automatic transfer-switch contacts when they are carrying rated load.
g. Manual Control: Constructed so load bypass and transfer-switch isolation can be performed by one person in no more than two operations in 15 seconds or less. Operating handles shall be externally operated.
h. Legend: Manufacturer's standard legend for control labels and instruction signs shall describe operating instructions.
i. Maintainability: Fabricate to allow convenient removal of major components from front without removing other parts or main power conductors.

4. Interconnection of Bypass/Isolation Switches with Automatic Transfer Switches: Factory-installed copper bus bars; plated at connection points and braced for the indicated available short-circuit current.

2.5 SOURCE QUALITY CONTROL

A. Factory Tests: Test and inspect components, assembled switches, and associated equipment according to UL 1008. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

B. Prepare test and inspection reports.

1. For each of the tests required by UL 1008, performed on representative devices, for legally required systems. Include results of test for the following conditions:

a. Overvoltage.
b. Undervoltage.
c. Loss of supply voltage.
d. Reduction of supply voltage.
e. Alternative supply voltage or frequency is at minimum acceptable values.
f. Temperature rise.
g. Dielectric voltage-withstand; before and after short-circuit test.
h. Overload.
i. Contact opening.
j. Endurance.

k. Short circuit.
l. Short-time current capability.
m. Receptacle withstand capability.
n. Insulating base and supports damage.

END OF SECTION

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Public Works DEPT. **HEAD SIGNATURE:** BY

SUBJECT: Motion to adopt Resolution 2020-070, authorizing HDR's Task Order #2, for the ongoing facilities planning study and engineering design services, to replace two existing generators at the Wastewater Treatment Plant, in the amount of $21,100.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City Council has been requested to approve acquisition of a replacement generator for the Wastewater Treatment Plant. In order to install the generator, the site foundation and site electrical system need to be prepared. Task Order #2, in the amount of $21,100 is an add on amendment to the ongoing facilities planning study and is for engineering design services related to the necessary site improvements. Design work is planned to occur this Summer with site preparation and final generator installation later this fall. Anticipated future site improvement costs, not including design services, are approximately $100k and will be bid at a later date.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2020-070, authorizing HDR's Task Order #2, for the ongoing facilities planning study and engineering design services, to replace two existing generators at the Wastewater Treatment Plant, in the amount of $21,100.

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 # _____

CITY OF HAILEY
RESOLUTION NO. 2020-070

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER TWO WITH HDR ENGINEERING SERVICES, FOR THE ONGOING FACILITIES PLANNING STUDY AND ENGINEERING DESIGN SERVICES, TO REPLACE TWO EXISTING GENERATORS AT THE WASTEWATER TREATMENT PLANT, IN THE AMOUNT OF $21,100.

WHEREAS, the City of Hailey desires to enter into an agreement with HDR Engineering, Inc. (HDR) under which HDR will develop contract documents to remove two existing generators and provide engineering design services, for a not-to-exceed amount of $21,100.

WHEREAS, the City of Hailey and HDR have agreed to the terms and conditions of the Task Order Number 2, 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 Task Order Number 2 between the City of Hailey and HDR Engineering, Inc. and that the Mayor is authorized to execute the attached Agreement,

Passed this 8th day of June, 2020.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

TASK ORDER #02

This Task Order pertains to an Agreement by and between City of Hailey, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated March 12, 2019, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: Amendment #02

PROJECT NAME: Hailey Wastewater Facility Planning Study

PART 1.0 AMENDMENT DESCRIPTION: Generator installation design drawings and technical specifications.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER: See Exhibit A.

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE: June 1 to December 31, 2020

PART 5.0 ENGINEER'S FEE: See Exhibit A for breakdown.

Original Fee:	$109,410.00
Amendment #01:	$5,000.00
Amendment #02:	$21,100.00
Revised Total Fee:	$135,510.00

PART 6.0 OTHER: N/A

This Task Order is executed this _____ day of June, 2020.

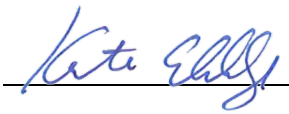
CITY OF HAILEY "OWNER"		HDR ENGINEERING, INC. "ENGINEER"	
BY:		BY:	
NAME:		NAME:	Kate Eldridge
TITLE:		TITLE:	Vice President
ADDRESS:	City of Hailey 115 Main Street South, Suite H Hailey, ID 83333	ADDRESS:	412 E. Parkcenter Blvd., Suite 100 Boise, ID 83706

EXHIBIT A

SCOPE OF SERVICES

Background

The City of Hailey plans to replace their existing two standby generators with a single new generator to provide standby power to the entire wastewater treatment plant. This Scope of Services is to develop contract documents to remove the two existing generators/transfer switches, and to install the new pre-purchased generator/transfer switch equipment.

Existing Site Conditions

The Hailey WWTP is presently served from an Idaho Power owned 1000-kVA transformer via 1600-amp, 480-V electrical service to the plant main switchboard located in the electrical building. The main switchboard distributes power across the plant via three distribution feeders. There are two existing engine-generators that provide standby generation to two of the three feeders as follows:

- A 250-kW Caterpillar unit connects to the feeder that serves MCC-B (in Electrical Building) and MCC-D (in SBR/Filter/UV Building).
- A 400-kW Generac unit connects to a feeder that serves MCC-C (in SBR/Filter/UV Building).

Associated Past Work

A technical memorandum summarizing the specific project elements, outlined various generator replacement alternatives, and identified Hailey's selected solution. The selected solution is to provide a single standby generator to provide standby power for the entire wastewater treatment plant. DC Engineering subsequently developed specifications for Hailey to pre-purchase an engine generator and transfer switch, which was purchased in early 2020.

TASKS

Task 100 – Project Management:

- Budget Status Monitoring: Monitor the project work remaining to complete the overall Project, the budget expended, the estimated cost of the work remaining, and the estimated cost at completion. Inform Hailey of budget status through the monthly invoices, invoice progress reports and monthly progress conference calls. Manage activities within overall total Project budget. Develop and Execute the Quality Assurance/Quality Control (QA/QC) Plan.

Task 200 – Civil and Structural Engineering Services:

- Review past geotechnical investigation results and provide recommendation for new generator foundation design.
- Generator foundation plans.
- Civil siting the new generator in location nearby electrical sources.
- Roadway and/or sidewalk design showing access to the generator for fueling and maintenance.
- Prepare drawings and technical specifications as required.

Task 300 - Electrical Engineering Services:

- Verify existing infrastructure from existing drawings and pictures
- Electrical Demolition plans
- Generation integration
- Utility coordination as required
- Electrical plans
- Prepare technical specifications

Deliverables

- Assumed drawing list:
  - Cover Sheet – Location and Index
  - Civil Legend
  - Civil/Structural Site Plan
  - Structural Details
  - Civil Details
  - Electrical Legend and Symbols
  - Electrical One-Line Diagram (Demolition)
  - Electrical One-Line Diagram (New)
  - Electrical Site Plan
  - Electrical Building (Demo and New)
  - Details and Generator/ATS Cabling Block Diagram

- Assumed specification list:
  - Contracting (Division 00) – Advertisement, Bid Form, Instructions to Bidders, Standard General Conditions, Supplementary Conditions
  - General Requirements (Division 01)
  - Concrete (Division 03)
  - Electrical (Division 26)
  - Earthwork (Division 31)

- 60% and 90% set of documents will be provided for client review prior to issuing final "For Bid" construction documents.

Digitally signed electronic copies of project documents will be provided for permit, bid, and construction sets. Documents will be provided in pdf format. Final drawings for Record shall be supplied in AutoCAD format.

Assumptions

- Design kick-off meeting and design reviews will be completed using conference calls attended by DC Engineering and HDR
- Previous site visits are adequate and no additional site visits are planned.
- Existing survey information will be adequate for generator siting.
- Existing geotechnical information will be adequate for generator structural design.
- Bidding services and services during construction (SDC) not included.
- Evaluation and incorporation of value engineering recommendations is not included.
- Security infrastructure, Information Technology (IT) infrastructure, and SCADA related telecommunications design are not included. Cabling and termination of these systems are by others.
- Control panel programming, integration, and factory acceptance testing are not included.
- Preparing documents for alternate bids or out-of-sequence services requested by the Owner is not included.
- O&M manual development beyond manufacturer supplied is not included.
- Bid form, general conditions of contract, and Division 1 specifications will follow the format used in the Solids Handling Project (2015).
- Reproduction of drawings and specifications is not included.

Schedule

Our availability to start work could be as early as the week we receive written notice to proceed. Design schedules set outside of the specified range could impact total fees.

- Notice to Proceed (NTP) – June 2020
- 60% Drawings and Draft Specifications – July 2020 (approximately 3 weeks after NTP)
- 90% Drawings and Specifications – August 2020 (approximately 4 weeks after receiving 60% review comments)
- 100% Drawings and Specifications / Bidding – September 2020 (approximately 2 weeks after receiving 90% review comments)

For planning purposes we assume foundation and access construction could be completed in late September/early October with generator installation in late October/early November.

Fee Estimate

Tasks	Fee
Task 100 - Project Management	$3,000
Task 200 - Site Civil / Structural	$3,600
Task 300 - Electrical	$14,500
TOTAL	$21,100

Time and expenses, not to exceed $21,100 without written authorization.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Consideration of Findings of Fact, Conclusions of Law and Decision of a Planned Unit Development (PUD) Application for Sunbeam Subdivision by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Two-Phased PUD totaling 147 units, to be located on 54.38 acres (Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey).

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

BACKGROUND:

The Council conducted their first public hearing on this project on April 27, 2020. At that time, the applicant presented an overview, questions of the Council were taken, and a public hearing conducted. The Council continued the public hearing to Tuesday May 5th, at which time, transportation, water usage and water rights were discussed. The project was continued to Tuesday, May 19, 2020 at 5:30 pm. The Council conducted a public hearing on this project at the May 19, 2020 public hearing, after deliberation and discussion, the Council voted to approved the Planned Unit Development, subject to conditions. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

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	_x__	Engineer	___	Building	
___	Library	_x__ planning	___	Fire Dept.	___	_____	
___	Safety Committee	___P & Z Commission	___	Police	___	_____	
__x_	Streets	__x_ Public Works, Parks	___	Mayor	___	_____	

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Sunbeam Subdivision Planned Unit Development.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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ACTION OF THE CITY COUNCIL:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Sunbeam Subdivision Planned Unit Development.

_____

Date _____

City Clerk _____

-**FOLLOW-UP**:

*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: _____

Copies (all info.): Copies

Instrument # _____

Findings of Fact, Conclusions of Law and Decision

On May 19, 2020 the Hailey City Council considered a Planned Unit Development Application by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Two-Phased PUD totaling 147 units, to be located on 54.38 acres (Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey) within the Limited Residential 1 (LR 1) Zoning District. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, and being fully advised, herby makes the following Findings of Fact, Conclusions of Law and Decision.

Findings of Fact

Notice:
Notice for the January 21, 2020 public hearing was published in the Idaho Mountain Express on January 1, 2020, mailed to property owners and public agencies on December 31, 2019 and the onsite notice was posted on January 10, 2020. The project was continued on the record from the January 21 and February 18, 2020 meetings. Notice for the March 2, 2020 public hearing was published in the Idaho Mountain Express on February 12, 2020, mailed to property owners and public agencies on February 11, 2020 and the onsite notice was posted on February 24, 2020. Notice for the April 27, 2020 public hearing was published in the Idaho Mountain Express on April 8, 2020, mailed to property owners on April 7, 2020, the onsite notice was posted on April 17, 2020 and mailed to the agencies on April 22, 2020. The project was continued on record from April 27, 2020 to May 5, 2020. At the May 5, 2020 public hearing, the project was continued on record to May 19, 2020.

Procedural History:
The application was submitted on December 20, 2019 and certified complete on January 2, 2019. The Planning and Zoning Commission first heard the project on January 21, 2020 and continued on record to February 18, 2020. On February 18, 2020 Public Hearing the Planning and Zoning Commission heard the revised changes and discussed the Water and Traffic Studies, continuing on record to March 2, 2020. On March 2, 2020 the Planning and Zoning Commission heard the final changes and unanimously voted to approve the PUD Application.

Background and Application:
Sunbeam Subdivision by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Planned Unit Development (PUD) Application (Phase I) for development of a Two-Phased PUD totaling 147 units, to be located on 54.38 acres (Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey). The project will consist of:

- Park and Open Space for Residential and Public Use
- Bike and Pedestrian Connector Trails
- Recreation Field, Natural Play and Scenic Area
- Curtis Park Connection
- Single-Family Lots and Cottage Single-Family Lots

A P.U.D Application was submitted requesting to allow the Applicant to cluster a portion of the

residential density of 62 units onto six (6) newly created parcels or cottage single-family lots (38) and 24 single-family lots smaller than 8,000 square feet. The remaining 85 lots will be greater than 8,000 square feet. (Current zoning allows for a density of 177 lots, at a minimum lot size of 8,000 square feet). This application will consist of two (2) phases of development and is concurrent with a Preliminary Plat Subdivision Application.

Phase I: 70 Lots**,** 85 units total
18 Cottage Units
12 single family lots less than 8,000 sq. ft.
55 single family lots greater than 8,000 sq. ft.

Phase II: 45 Lots, 62 units total
20 Cottage Units
12 single family lots less than 8,000 sq. ft.
30 single family lots greater than 8,000 sq. ft.

Total Number of Units Proposed: 147 units
Total Number of Lots Proposed: 115 Lots

The Applicant chose to apply for a Planned Unit Development, which allows for greater flexibility in land use regulations, thereby allowing the Applicant to utilize a more creative and thoughtful approach in developing the land. Typical zoning requirements and restrictions, such as density requirements, setbacks and other land use regulations may vary or be augmented to allow for a more desirable living environment. Varied regulations may also allow the Applicant to retain, preserve and enhance more of the unique features of the site.

A PUD gives the Applicant the ability to group varied and compatible land uses, such as housing – both small-clustered housing and single-family residences, recreation and park, and, where appropriate, commercial centers, all within one development or subdivision. PUDs allow for waivers of certain city standards in exchange for one or more benefits, as outlined in the standards. Thus, flexibility is granted in exchange for superior design and/or amenities. City Staff encouraged the Applicant to apply for a PUD.

The purpose of a PUD is as follows:

17.10.010: PURPOSE:

In some limited circumstances, the city of Hailey recognizes that strict adherence to the bulk and use regulations set forth in this title on a lot by lot basis is not always the most effective manner in which to carry out the intent of this title and the goals and objectives of the comprehensive plan. The planned unit development ("PUD") process encourages flexibility and creativity in the development of land in order to improve the design, character and quality of new development in projects that provide certain benefits to the public. Specific purposes of the planned unit development process include:

A. Promoting flexibility in the type, design and siting of structures to preserve and take advantage of the site's unique natural resources or scenic features, and to avoid or mitigate any hazardous areas, thereby improving the character and quality of new development.

B. Encouraging more efficient use of land, public streets, utilities and government services.

C. Preserving green space for the benefit of residents or employees of planned unit developments, as well as the community in general.

D. Achieving a compatible relationship between the uses in the planned unit developments, as well as the community in general.

E. Encouraging the use of renewable resources and energy conservation measures. (Ord. 1191, 2015)

This application is concurrent with a Preliminary Plat Subdivision Application. Per Section 17.10.050.02 of the Hailey Municipal Code also provides for concurrent submission, such that a Planned Unit Development (PUD) Application may be submitted and reviewed concurrently with other applications affecting the same piece of property.

The application included a development agreement the terms of which were reviewed and unanimously approved by the Council. In the event of any inconsistency between the terms of the development agreement and these findings and conclusions the development agreement shall control.

I. <u>Explanation and Analysis of Amenities Proposed and Developer Benefits</u>

Amenities as described by the Applicant include:

A. Green Space: The proposed preliminary plat includes approximately 3.81 acres of park area in excess of the required park space (4.07 acres) per City of Hailey code § 16.04.110. The proposed park space will provide primitive trails for public walking paths around the parcel. This significant contiguous parcel will provide a direct benefit both for residents of Sunbeam Subdivision and residents of the City of Hailey. The design for the green space presents a space that is contiguous to the existing Curtis Park. Parcel A is to be improved in Phase I and will include improvements that will activate and connect to this existing underutilized park.

B. Active Recreation Facilities- The applicant is proposing Parcel A (Phase I park) and Parcel B (Phase II open space) be dedicated to and maintained by the City of Hailey in perpetuity.

Parcels A and B and Curtis Park will provide contiguous open space with vast potential for active recreation facilities. The applicant is proposing a paved path through the park space, and primitive trails through the open space parcel. Additionally, passive park equipment will provide children a place to play without high maintenance play structures. Berming will allow for winter sledding. The scale of the open space parcel offers long term flexibility of use to meet a variety of future needs for the City of Hailey. Parking has been added to serve the park based on feedback at the January 21, 2020 hearing.

Sunbeam Subdivision also includes asphalt paved pedestrian pathways providing a much-needed

connection between Old Cutters Subdivision, Hailey Replat Subdivision, and Quigley Road. Both Old Cutters and Hailey Replat Subdivisions currently have no separated access to Quigley Road which leads to Quigley Canyon recreation. The 10-foot-wide path provides that connection. The wider paths offer a benefit in that narrower, traditional sidewalks do not allow for: side-by-side biking and family walking. The 10-foot-wide paths are also physically separated from the paved vehicular circulation, which offers a potential safety and visual benefit.

C. **Preservation of Vegetation-** The parcel does not contain any native vegetation and consists of a large agricultural field bordered by mature planted evergreens. A small number, less than 25%, of these mature conifers will be impacted by proposed road connections at Gray's Starlight Drive, San Badger Drive, and Doc Bar Drive. If possible, the trees impacted by these connections will be relocated on site.

D. **Real Property-** The applicant offered to dedicate 3.81 acres of open space to the City of Hailey in excess of the required park space for a total of 7.88 acres of park space. The total park area shall be conveyed to the City of Hailey at the time of recording of the final plat for Phase I. An easement allowing the continued agricultural use of Parcel B, at no cost, will be reserved by the applicant. This easement will be vacated upon recordation of the plat for Phase II.

E. **Water rights**- The applicant is proposing to deed to the City at the time of recording of the final plat for Phase 1 that portion of its Water Right 37-21112 for the diversion of 0.8 cfs for the irrigation of 30 acres.

F. **Other Amenities: added density per the request of the city staff-** The applicant's original proposal included 108 single family lots. After staff's initial review, the city responded to the applicant with a request for more density and a variety of residential use types, specifically cottage townhouses. Cottage townhouses are only permitted in the LR-1 zoning with a Planned Unit Development (PUD). Per staff's request and direction, the applicant agreed to pursue a layout that provides higher density and cottage townhouses. The added density is a benefit of the PUD subdivision as it will offer a wider variety of housing options.

The original proposal consisted of 108 lots ranging in size from 0.19 acres to 0.98 acres. The average lot size was 13,382, or 0.31 acres. The revised layout includes six cottage lots that, combined with single family lots, allow for a total of 147 units. The single-family lots range in size from 0.13 acres to 0.75 acres, and the average lot size is now 9,925 square feet.

G. **Other Amenities: reduced water consumption-** The applicants originally proposed 108-lot subdivision included less impervious surfaces (fewer roads) and larger lots (more irrigable area). An analysis of the irrigable area showed that roughly 36 acres of the subdivision was available for irrigation. The revised proposal by the applicant shows 28.45% of the site in turf, and 62.17

in native grassland. Of the irrigable areas, the applicant is proposing to include the following restrictions in the CC&Rs to minimize the subdivision's impact to the municipal water system.

The applicant proposed CC&R restrictions that will be in alignment with the Wood River Land Trust's "Trout Friendly Lawn" program. Measures to limit time-of-day watering, chemical use, and species of grass will be initiated for the front yard setback areas for all properties. In addition, the right-of-way irrigated areas will feature use of more drought tolerant grass species.

Unrestricted turf in this project would equal approximately 21-22 acres. To further reduce consumption of municipal water, the Applicant has agreed to the following irrigation restrictions to be included in the Development Agreement. These restrictions limit turf to 9.73 acres, which is a 55% reduction over a "standard' subdivision.

A. *For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.*
B. *For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty-five percent (35%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.*
C. *For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.*
D. *For lots greater than 14,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf.*
E. *Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.*
F. *Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.*

The above restrictions have been made Conditions of Approval. At the May 5, 2020 Council meeting the applicant proposed additional drought tolerant turf restrictions, to be included in the Development Agreement and CC & R's.

Waivers Requested: The request of waivers is fundamental to the PUD process, as it allows for greater flexibility in design than traditional Euclidean zoning. Section 17.10.040: Developer Benefits, of the Hailey Municipal Code allows the Council to grant modifications or waivers of certain zoning and/or subdivision requirements. The Applicant proposed modifications to or waivers of the following current zoning and subdivision requirements all of which were unanimously approved:

A. **LR-1 Minimum Lot Size:** Smaller lot sizes than what is currently permitted in the Limited Residential (LR-1) Zoning District. Specifically, twenty-four (24) small lots and forty-four (44) cottage units, which are smaller than the minimum permitted lot size allowed.

B. **LR-1 Minimum Lot Width:** Per the Hailey Municipal Code, the minimum lot width within the LR-1 Zoning District is 75 feet. Twelve (12) small lots in Phase I that less than 75 feet in width. Seventeen (17) small lots in Phase 2 are less than 75 feet in width. The narrowest proposed lot is 60 feet in width. The 38 cottage units, as noted above, also require a waiver of the lot width.

C. **Private Street -- Number of Units Served:** Section 16.04.020 of the Hailey Municipal Code allows private streets to serve a maximum of five (5) residential dwelling units or private streets may be allowed within planned unit developments. Though no private streets are proposed, the cottage lots may include private streets. The allowance for potential private streets is requested as a part of this PUD Application.

D. **Private Street -- Requiring Parking Spaces:** Section 16.04.020(L) of the Hailey Municipal Code requires an additional two (2) parking spaces for each unit served off of a private street. Though no private streets are proposed at this time, the cottage lots may include private streets. Given the anticipated size of the future cottage units, the Applicant feels that four (4) parking spaces are excessive and requests that all units served off of a private street only be required to provide two (2) spaces per unit, consistent with Section 17.09.040.01 for Single-Family Residences. The Commission added a condition that parking be determined to be adequate at the time of platting of the cottage lots.

E. **Number of Flag Lots:** Chapter 16.04.060, Section D allows for the permittance of one flag lot per subdivision. Given the irregular shape of the property, the applicant is requesting the permittance of one (1) flag lot in Phase I and one (1) flag lot in Phase II, for a total of two (2) flag lots.

Department Comments:

Life/safety issues: Fire: no fire or life/safety issues are presented by the PUD.

Water issues:

The City Engineer concurs that the City does need to increase water supply due to demand approaching FIRM capacity. The additional irrigation demands from the Sunbeam development will contribute to this need to increase supply. The applicant offered a cash contribution of $200,000 towards the development of a new well at previous meetings.

Since that time, the City Engineer has concurred with the City's water rights special counsel. The City Engineer recommended at the May 19, 2020 public hearing that the Council consider the irrigation water rights as a superior long-term benefit to the City, and the Council concurred. The draft

Development Agreement reflects the Council's decision on this matter.

The Council found that language with regards to landscape limitations be placed on this project as set forth in the conditions of approval and discussions herein.

The consulting firm SPF made a preliminary recommendation that the best location for a new municipal well site would be the Sunbeam property. The Council found that a new well site on the Sunbeam property, outlined in the May 19, 2020 public hearing as Option 1, was the preferred alternative.

Sewer issues: Issues related to regular sewer service are outlined in the Subdivision staff report. There are no additional sewer service issues that are raised as a result of the PUD application.

Engineering issues: Issues related to regular road service are outlined in the Subdivision staff report. Regarding the waivers requested:

The City Engineer supports the concept of permitting private streets to serve more than five (5) units. Private streets removal the burden of street maintenance from the City, and will work well to serve the proposed cottage lots. Engineering and planning staff feel there will be adequate on-street guest parking throughout the proposed project, and support the waiver to private street required parking spaces. The Commission added a condition of approval related to adequacy of parking on private streets.

17.10.030: General Requirements:

A. Minimum Size: 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.

The proposed 54-acre PUD site is greater than one (1) acre.

The City Council found that this standard has been met.

B. Ownership: 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.

The parcel is in one ownership – Marathon Partners, LLC.

The City Council found that this standard has been met.

C. Area Development Plan:

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:

There is only one parcel owned by Marathon Partners, LLC. No contiguous parcels exist.

The City Council found that this standard has been met.

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

Proposed streets connect to six (6) city streets, creating excellent interconnectivity. The Traffic Study analyzes anticipated vehicular traffic, and was discussed at the February 21st P & Z public hearing. The City reserves the right to connect Seventh Street at a future time.

The submittal reviewed at the January 21, 2020 hearing showed two connection points through Phase I of the subdivision: Carbonate Street, to be accessed from Quigley Road, and Gray's Starlight Drive, to be accessed from the Old Cutters Subdivision. The Applicant has modified Phase I to add an additional connection as follows:

a. The public street, previously labeled as Carbonate Street, will retain its access from Quigley Road; however, the street will be renamed to San Badger Drive.
b. San Badger Drive will run north-to-south through the subdivision and connect to the existing San Badger Drive within the Old Cutters Subdivision.
c. San Badger Drive, previously labeled Carbonate Street, will retain its connection to Gray's Starlight Drive, also a connection point to/from the Old Cutters Subdivision.

At the February 18, 2020 public hearing, two of the Commissioners shared their concerns and preferences for constructing Carbonate Street, as a through street or connector street to Sunbeam Street, within Phase I of the development. The City received a Memorandum from Hales Engineering on February 21, 2020 regarding the necessity and feasibility of extending Carbonate Street in Phase I of the development (attached to the Preliminary Plat staff report). The Commission recommends and the Council found that the street connections as proposed for Phase I are adequate.

The project features a paved separated multi-use path that connects Cutter Subdivision and Quigley Road. This connection is very desirable. The City plans for a separated multi-use path along the south side of Quigley road as a long-term nonmotorized project. The applicant is proposing to develop that portion of the nonmotorized path that is on their project frontage. Connecting this section of the trail west to Eastridge Drive and east to Quigley Farms is highly desirable.

At the May 20th hearing, the Council indicated that a connection from the trail that enters Curtis Park to Bullion should be planned at a later date after safety improvements to Bullion and 8th are completed.

The City Council found that this standard has been met.

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.

The project proposes a paved separated multi-use path that connects Cutter Subdivision and Quigley Road, which the City sees as a desirable connection. (This connection is identified in the Blaine County Bike/Pedestrian Master Plan). The City also plans for a separated multi-use path along the south side of Quigley road as a long-term nonmotorized project. The applicant is proposing to develop that portion of the nonmotorized path that is on their project frontage. Connecting this section of the trail west to Eastridge Drive and east to Quigley Farms is highly desirable. Trails also connect to the planned park space within the project.

The applicant has increased the amount of internal sidewalks through the PZ process.

At the May 20th hearing, the Council indicated that a connection from the trail that enters Curtis Park to Bullion should be planned at a later date after safety improvements to Bullion and 8th are completed.

The applicant has agreed to create a 6' wide pedestrian easement on the north side of proposed Lot 32, connecting to City property on the west side of the Hiawatha canal. See proposed condition of approval regarding this path.

The City Council found that this standard has been met.

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

Water and Sewer line layout is straightforward, and is addressed in more detail in the Subdivision Staff Report. The Commissioners provided comment at the February 18th hearing that they did not feel that a redundant irrigation system should be required, and that irrigation and turf design that is efficient in water use is preferred.

The City is exploring a new water supply location to increase our firm capacity, to provide a redundant supply for filling the Quigley reservoir and increase the flow rate, and hopes of possibly increasing the water pressure very minimally in the nearby area.

Since the P & Z hearings, SPF has made a preliminary recommendation that the best location for a new municipal well site would be the Sunbeam property. The Council found that Option 1 was preferred. Both options require an upgrade to the water line through the Sunbeam property from 8" to 12". The increased cost associated with Site Option #1 is estimated to be $15-20,000. The increased cost associated with Site Option #2 is estimated to be $35,000. The City will bear the increased cost for the line upgrade.

The City Council found that this standard has been met.

d) Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.

This standard will be met.

The City Council found that this standard has been met.

e) Park land shall be most appropriately located on the Contiguous Parcels.

The site connects a new municipal park to Curtis park which is considered to be an underutilized park. This project will create better connective to Curtis park.

The City Council found that this standard has been met.

f) Grading and drainage shall be appropriate to the Contiguous Parcels.

A grading and drainage plan has been prepared for Phase I as part of the Preliminary Plat.

The City Council found that this standard has been met.

g) Development shall avoid easements and hazardous or sensitive natural resource areas.

No natural resource areas are designated on this property. The subdivision and PUD were routed to area agencies for comment.

The City Council found that this standard has been met.

2. 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.

The Area Development Plan is not required as no contiguous parcel are owned. A Draft PUD Agreement was approved by the City Council via resolution at the May 19, 2020 meeting.

The City Council found that this standard has been met.

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.

The alignment of the streets are designed to work with surrounding land uses and area circulation. Solar access is readily available to benefit the road layout.

The Planning and Zoning Commission has recommended, and the Council concurred with requiring the project to rough in for solar PV at each residence. This requirement would be simply conduit with wires up to the roof and planning for space to put inverters (and, possibly, batteries). The applicant has agreed with this request: see conditions of approval, and Draft Development Agreement.

The City Council found that this standard has been met.

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.

Access is acceptable to both Public Works and Fire Departments. Detailed comments regarding road design are found in the Subdivision staff report. No specific comments are directed towards the PUD application with regards to access or emergency service. The City Engineer is comfortable with the Phase I road layout as shown.

The City Council found that this standard has been met.

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

All utilities shall be and are proposed to be installed underground.

The City Council found that this standard has been met.

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.

Th project is not adjacent to any federally managed public lands. It is not adjacent to hillside land owned by the City of Hailey in the Cutters Subdivision: a private parcel of land intervenes. The owner of that private parcel has stated that he is agreeable to an easement across his property for public access. This has been made a condition of approval.

On the west, the project abuts Curtis Park. The park proposed as part of this development abuts Curtis Park, and integrates Curtis Park into the larger open space design.

The City Council found that this standard has been 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.

The project proposes a paved separated multi-use path that connects Old Cutters Subdivision and Quigley Road, which the City sees as a desirable connection. (This connection is identified in the Blaine County Bike/Pedestrian Master Plan). The City Engineer will provide comments as to the construction specifications of this path.

The City also plans for a separated multi-use path along the south side of Quigley road as a long-term nonmotorized project. The applicant is proposing to develop that portion of the nonmotorized path that is on their project frontage. Connecting this section of the trail west to Eastridge Drive and east to Quigley Farms is highly desirable. Trails also connect to the planned park space within the project.

At the May 20th hearing, the Council indicated that a connection from the trail that enters Curtis Park to Bullion should be planned at a later date after safety improvements to Bullion and 8th are completed.

The applicant has agreed to create a 6' wide pedestrian easement on the north side of proposed Lot 32, connecting to City property on the west side of the Hiawatha canal. See proposed condition of approval regarding this path.

The City Council found that this standard has been met.

I. Amenities: Each PUD shall provide one (1) 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:

Please note that the above standard stipulates "one or more of the following amenities. It does not stipulate all of the following amenities.

The City Council found that this standard has been met.

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:

For residential PUDs	**A minimum of .05 acres per residential unit.**
For non-residential PUDs	**A minimum of 15% of the gross area of the proposed PUD**

The proposed PUD and Subdivision includes approximately 3.81 acres of open space in addition to the required park space of 4.07 acres per City of Hailey code § 16.04.110. Total open space proposed is 7.88 acres. This equates to approximately .06 acres pf open space per lot, which is in excess of the standard above. The phased park is proposed to be dedicated to the City of Hailey.

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.**

The proposed park contains a "recreation turf" area and a play lawn. These amenities are not technically active recreational facilities. They were however acceptable to the Parks and Lands Board. See memo on file at city offices.

The City Council found that this standard has been met.

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.**

Mountain Rides was routed the PUD as a commenting agency. While the Hailey Route does not currently go near this project, the Commission requested that the project be planned with future expansion of the Hailey route in mind. Staff has met with Mountain rides, and they suggest the following:

1) A dedicated pullout along Quigley Road, to be developed at a later date. The separated multi-use path should be developed to the rear (non-street side) of the transit stop, similar to the bus stops on Fox Acres. Staff suggests that land area be dedicated in Phase I, and improvements constructed in Phase II when bus service will likely be available.
2) Dedicated bus pullouts both north and southbound on San Badger Drive in the vicinity of the proposed park. Bicycle/pedestrian facilities should be developed to the rear (non-street side) of the stops. Staff suggests that land area be dedicated in Phase I, and improvements constructed in Phase II when bus service will likely be available.

See conditions of approval herein and in the Subdivision Staff Report.

The City Council found that this standard has been met.

4. **Preservation of Vegetation: Preservation of significant existing vegetation on the site must include the preservation of at least 75% of mature trees greater than 6-inch caliper on the site.**

The parcel does not contain any native vegetation and consists of a large irrigated agricultural field bordered by planted evergreens. A small number, less than 25%, of these mature conifers will be impacted by proposed road connections at Gray's Starlight Drive, San Badger Drive, and Doc Bar Drive. The applicant states that, if possible, the trees impacted by these connections will be relocated on site. These trees could also be used to screen the new well site- see suggested conditions of approval.

The City Council found that this standard has been met.

5. **Wetlands: Protection of significant wetlands area must constitute at least 10% of the gross area of the proposed PUD.**

No wetlands exist on the site.

The City Council found that this standard has been met.

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.**

N/A-the site is not adjacent to the Big Wood River or its tributaries. The Hiawatha Canal is not considered a tributary of the Big Wood River.

The City Council found that this standard has been met.

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 50% and 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 50% of the Area Median Income.**

Lots will be varied in price, due to the variety of lot sizes proposed. All of the lots are planned as "market rate" lots. The applicant is not proposing community housing as contemplated in this standard.

While the Cottage units are not community housing as defined in City Codes, they are highly desirable. See details in the Development Agreement regarding completion of Cottage units.

The City Council found that this standard has been met.

8. Real Property: Dedication or conveyance of real property or an interest in real property to the City.

In excess of the required Park Space, the Applicant is proposing to dedicate an additional 3.81 acres of Open Space to the City of Hailey for a total of 7.88 acres of open space. The applicant has proposed that the total park area (7.88 acres) shall be conveyed to the City of Hailey at the time of recording of the final plat for Phase I. A temporary easement allowing the continued agricultural use of Parcel B will be reserved by the applicant. This easement will be vacated upon approval of Phase II.

Incomplete portions of Quigley Road will be dedicated to the City as part of the Phase I subdivision.

The City Council found that this standard has been met.

Water rights- The applicant is proposing to deed to the City at the time of recording of the final plat for Phase 1 that portion of its Water Right 37-21112 for the diversion of 0.8 cfs for the irrigation of 30 acres. Of these deeded water rights, 0.2 cfs shall be used as an additional source of water for the irrigation of 7.4[1] acres of the park parcels in both phases. The applicant is proposing to construct the necessary infrastructure to deliver this portion of the subject water right from the Hiawatha Canal through the existing diversion works that serve Curtis Park and onto the subdivision parks. This system will also be conveyed to and operated by the City of Hailey.

The City is exploring a new water supply location to increase our firm capacity, to provide a redundant supply for filling the Quigley reservoir and increase the flow rate, and hopes of possibly increasing the water pressure very minimally in the nearby area.

Since the P & Z hearings, SPF has made a preliminary recommendation that the best location for a new municipal well site would be the Sunbeam property.

The City Council found that this standard has been met.

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.**

[1] This number excludes paved surfaces.

The project proposes a paved separated multi-use path on the subject property that connects Cutter Subdivision and Quigley Road, which the City sees as a desirable connection. The site plan has been modified from the first public hearing to show additional on-site sidewalks. Neighborhoods to the north of the project (Old Cutters) have sidewalks, as well as the future Quigley Farms development. The Applicant has modified the application to incorporate sidewalks surrounding island-like blocks within the proposed subdivision. The Applicant's intent is to include enough sidewalk to walk around each block on the sidewalk. A multi-use path, which functions as a sidewalk, runs along San Badger Drive, connecting Old Cutters Subdivision with Quigley Road. This path also runs through the proposed park, connecting to Carbonate Street. The Applicant has stated that this combination of built sidewalk and a partial in-lieu payment will assist the City in the completion of the separated multi-use path along Quigley Road, connecting from the subject property to Quigley, thereby completing a key missing link in the cities nonmotorized pathway system. That in lieu fee has been estimated by the applicant to be $30,622. As part of the Subdivision, two estimates will be required at the time of infrastructure installation to confirm this estimate. (Note that the Quigley Farms Development Agreement requires a commitment towards this pathway after Phase II of Quigley Farms, if funds are remaining after the $200,000 earmarked towards the completion of the improved intersection at Bullion and 8th, and also after the completion of the mini-roundabout at 8th and Croy. Due to the uncertainty of timing of Phase II of Quigley Farms, combined with the uncertainty of adequacy of funding, reliance on Quigley Farm contributions towards this project are uncertain.

The Sidewalk and Wildlife Response, on file at city offices, notes higher carbon emissions associated with concrete over asphalt; that sidewalks on one side create a better separation of parking from pedestrian travel. The city's Resiliency Coordinator notes:

"The jury is out on whether concrete or asphalt is more sustainable:

- Cement production (the binder in concrete) produces a ton of CO2 per ton of cement. It looks like the asphalt cement is about 82% of that.
- You can introduce fly ash into the concrete aggregate (up to 150%), if it is available here, to reduce the CO2 content. It actually makes the concrete stronger and more workable.
- They both use rock aggregate, so in that they are about equal.
- Asphalt uses bitumen, a petroleum-based product, which is pretty nasty and is unlikely to be locally produced.
- Concrete is a locally sourced material around here.
- Suggest asking the Public Works Department which material holds up better over time and is easier to repair. I think that's the most important factor.
- And require fly ash, if concrete is the preferred material and fly ash is available."

The City Council found that this standard has been met.

10. Underground Parking: Underground parking must be provided for at least 50% of the required number of parking spaces in the PUD.

This standard is not appropriate in a residential subdivision of this nature.

The City Council found that this standard has been met.

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

For residential PUDs	**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.**
For non-residential or mixed-use PUDs	**Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.**

Hailey's Resiliency Program is based on a three-legged stool of "Energy, Water and Waste".

Energy:

The applicant has proposed to achieve certification per the National Green Building Standard (NGBS) ICC-700 2015 – Land Development path. The NGBS is an American National Standard (ANSI) green certification program that was created in collaboration between the International Code Council (ICC), American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) and the National Association of Home Builders (NAHB). As a nationally recognized program, the city of Ketchum adopted this program as building code for residential new construction in 2012. Hailey Resiliency Coordinator notes that this is a good standard (similar to LEED for Neighborhoods, but less expensive to certify). The letter from the applicant on this matter does not specify what level of certification they intend to meet (1 – 4 stars). A project needs more points for each higher level, so it gets more ambitious as you go higher. Single star is not bad, but is pretty easy to reach. Staff recommends, and the Commission concurred, the standard be held at 3 stars. The NGBS standard awards points for limiting turf by percentage of landscaped area of lot. The text requirement of max 60% turf submitted by the applicant as part of this PUD would get the project to the lowest # of points on the NGBS certification: 2. The program awards more points for 20-40%, under 20% and 0% turf reduction. There has not been a NGBS Land Development Path application in the state of Idaho to date.

The Commission discussed a 3-star category, and required a commitment to apply, but allowing for some flexibility given unforeseen circumstances with the newness of this certification in Idaho. See earlier comments under standard 17.10.030.D for discussion of wiring for rooftop solar. Both of these items are addressed in the Draft Development Agreement.

Water:

Water consumption is also a point of discussion with a new subdivision that contains larger lots. Hailey's Resiliency Program is based on a three-legged stool of "Energy, Water and Waste". The subject property is currently an agricultural field under productive agricultural use with irrigation supplied by a center pivot using existing Hiawatha Canal Water Rights. Idaho Code, Title 67, Chapter 65, Local Land Use Planning, states the following:

> **67-6537. USE OF SURFACE AND GROUND WATER. (1) The intent of this section is to encourage the use of surface water for irrigation. All applicants proposing to make land use changes shall be required to use surface water, where reasonably available, as the primary water source for irrigation. Surface water shall be deemed reasonably available if:**
> **(a) A surface water right is, or reasonably can be made, appurtenant to the land;**
> **(b) The land is entitled to distribution of surface water from an irrigation district, canal company, ditch users association, or other irrigation delivery entity, and the entity's distribution system is capable of delivering the water to the land; or**
> **(c) An irrigation district, canal company, or other irrigation delivery entity has sufficient available surface water rights to apportion or allocate to the land and has a distribution system capable of delivering the water to the land.**
>
> **(2) Consistent with sections 42-108 and 42-222, Idaho Code, any change in the nature of use of surface water provided by an irrigation delivery entity must be authorized by the entity holding the water right(s) for the available surface water. Nothing in this section shall alter the authority and discretion of irrigation delivery entities to apportion, allocate and distribute surface water, or for municipalities, counties, or water and sewer districts to pass ordinances or regulations to promote the use of surface water for irrigation.**
>
> **(3) Nothing in this section shall be construed to override or amend any provision of title 42 or 43, Idaho Code, or impair any rights acquired thereunder.**

The above statute directs the City to look at the use of existing surface water rights for irrigation in the land use planning process. It appears to staff that the change from irrigated agricultural fields to residential subdivision is a "land use change" as described in the statute.

The property that will become Sunbeam Subdivision has one appurtenant surface water right, 37-21112, which provides for the diversion of 1.419 cfs from the Big Wood River with a March 24, 1883 priority date through approximately 5 miles of the Hiawatha Canal to irrigate 53 acres of the property. From 1990 through 2019 delivery of this water right was curtailed by the Watermaster in 17 of the 30 years which is 57% of those years. From 2000 through 2019 the Watermaster curtailed delivery of this right in July or August in 14 of the 20 years or 70% of the time and has been notified by the Hiawatha Canal Company to expect earlier than normal curtailment of this water right in 2020. Even when the water right is delivered into the Canal other users along the 5 miles of Canal often prevent the water from reaching the property. Residential and public right-of-way landscaping in Hailey requires irrigation during July through September. This means the municipal water system to be installed to provide water for domestic use on each of the residential lots must also have the capacity to irrigate the landscaping.

A separate delivery system to provide the surface water right when it's deliverable will cost approximately an additional $750,000. Based on these facts the Council concludes Water Right 37-21112 is not "reasonably available" under the terms of Idaho Code 67-6537 to irrigate the residential lots and public right-of-way landscaping in the Subdivision. Therefore, the Applicant shall not be required to provide a separate system to deliver its surface water right for these irrigation only purposes in the Subdivision.

The proposed project contains a mix of lot sizes; a number of the lots are larger than lots typical in surrounding neighborhoods, and are comparable in size and scale to lots in the Northridge Subdivision. The Commission did not recommend that the applicant be required to develop a separate irrigation system: the Commission found this separately system to be overly costly, and would not be a reliable source of water approximately 50% of the time. The Commission further found that municipal water would need to be used as a backup during those times when the surface water sue was curtailed, therefore still resulting in demands on the potable system during peak times.

The Commission found that limiting lawn and high-water use areas combined with requiring drought tolerant landscaping practices for the majority of irrigable areas was a better solution. Details of these limitations were presented to the Council at the May 5, 2020 meeting, and have been incorporated into the Development Agreement.

The applicant states that a secondary water system is anti-conservation and, in their opinion, is wasteful of water. According to a City memo dated April 19, 2017 (City water right status, options and requirements for irrigation of new developments) "A drawback to this requirement (LUPA) could be that water meters may not be installed at individual properties for irrigation use and as a result, property owners would not be charged for usage based on the gallons of water consumed. This could lead to excessive water use and less incentive for individuals to conserve. In addition, a private system like this would not allow the City the ability to impose watering restrictions during certain times of day or days of the week, which improves water conservation." Once people become used to using that excessive amount of water, their habits will not change once switched to the municipal system. (Staff would note that the City's highest priority for conservation is to conserve municipal potable water and use of existing surface water rights from the Hiawatha is a lower concern to the City).

Water consumption can also affect water pressure. As noted in the Subdivision Staff report, a new City well is needed, and this project impacts water pressure in existing neighborhoods (Northridge Subdivision). The applicant has agreed to provide a new well site as described in Option 1 at the May 19, 2020 City Council meeting, and to convey to the City 0.8 cubic feet per second of Owner's surface irrigation Water Right No. 37-21112 (amount equivalent to 30 irrigable acres). The payment or conveyance shall be made at the time of recordation of the plat for Phase 1. The well and building shall be developed at the expense of the City in accordance with a design, including sound mitigation measures, mutually agreed to by the parties. The increased cost associated with Site Option #1 is estimated to be $15-20,000 to be paid by the City.

The Applicant is proposing to incorporate verbiage that aligns with the Wood River Land Trust's 'Trout Friendly Lawn' program into its C.C. & R's. Said restrictions would limit time-of-day watering and regulate chemical use. Species of grass will also be initiated for the front yard setback areas on all

properties. The right-of-way irrigated areas will also feature use of more drought tolerant grass species.

To further reduce consumption of municipal water, the Applicant has proposed the following irrigation restrictions to be included as a plat note and/or in the Development Agreement:

> "The following turf landscape restrictions apply:
>
> A. For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.
> B. For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty-five percent (35%) of the total land area of each residential lot may be turf.
> C. For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf
> D. For lots greater than 14,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf."
> E. At the May 5, 2020 Council meeting the applicant proposed additional Drought tolerant turf restrictions, to be included in the Development Agreement and CC & R's.

The restrictions below were made a requirement of the newest subdivision in Hailey, Colorado Gulch Preserve, as a way to reduce water consumption and lessen the impact to the municipal water system.

Numerous lots in recently approved Colorado Gulch Subdivision are 14,000 square feet. Therefore, these lots would be limited to 3,500 square feet of "hardscape, xeriscape, or qualified drought tolerant" (non-turf areas). Therefore, the Commission recommends that lots under 14,000 square feet in Sunbeam Subdivision be limited to 3,500 square feet of turf area, to be on par with the recently approved Colorado Gulch Subdivision. See Conditions of Approval herein.

Waste:

No particular proposals have been discussed with regards to waste reduction. The project will comply with construction waste sorting procedures required by the Green Building Code.

The City Council found that this standard has been met.

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.

The Commission found that the Comprehensive Plan calls for a variety of housing types, such as a mix of lot sizes (see Attachment A to this report). The Applicant has increased density from its original proposal of 108 single-family lots to allow for 147 units. The additional units are "cottage single family", which

means smaller lot sizes. This is a 28% decrease in average lot size, but is still at a lower density than what would be allowed under the current LR-1 zoning (177 lots).

While the Cottage units are not community housing as defined in City Codes, they are highly desirable. See details in the Development Agreement regarding the requirement for completion of Cottage units.

Amenities listed by the applicant (park space water right, partial public well financial contribution) are discussed earlier in this report.

The City Council found that this standard has been 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.

The Applicant is proposing modifications to or waivers of the current zoning and subdivision requirements:

A. **LR-1 Minimum Lot Size:** The Applicant is proposing smaller lot sizes than what is currently permitted in the Limited Residential (LR-1) Zoning District. Specifically, the Applicant is proposing twenty-four (24) small lots and thirty-eight (38) cottage units, which are smaller than the minimum permitted lot size allowed.

The City Council found that this standard has been met.

B. **LR-1 Minimum Lot Width:** Per the Hailey Municipal Code, the minimum lot width within the LR-1 Zoning District is 75 feet. Twelve (12) small lots in Phase I that less than 75 feet in width. Seventeen (17) small lots in Phase 2 are less than 75 feet in width. The narrowest proposed lot is 60 feet in width. The 38 cottage units, as noted above, also require a waiver of the lot width.

The City Council found that this standard has been met.

C. **Private Street -- Number of Units Served:** Section 16.04.020 of the Hailey Municipal Code allows private streets to serve a maximum of five (5) residential dwelling units or private streets may be allowed within planned unit developments. Though no private streets are proposed, the cottage lots may include private streets. The allowance for potential private streets is requested as a part of this PUD Application.

The City Council found that this standard has been met.

D. **Private Street -- Requiring Parking Spaces:** Section 16.04.020(L) of the Hailey Municipal Code requires an additional two (2) parking spaces for each unit served off of a private street. Though no private streets are proposed at this time, the cottage lots may include private streets. Given

8. **Real Property: Dedication or conveyance of real property or an interest in real property to the City.**

In excess of the required Park Space, the Applicant is proposing to dedicate an additional 3.81 acres of Open Space to the City of Hailey for a total of 7.88 acres of open space. The applicant has proposed that the total park area (7.88 acres) shall be conveyed to the City of Hailey at the time of recording of the final plat for Phase I. A temporary easement allowing the continued agricultural use of Parcel B will be reserved by the applicant. This easement will be vacated upon approval of Phase II.

Incomplete portions of Quigley Road will be dedicated to the City as part of the Phase I subdivision.

The City Council found that this standard has been met.

Water rights- The applicant is proposing to deed to the City at the time of recording of the final plat for Phase 1 that portion of its Water Right 37-21112 for the diversion of 0.8 cfs for the irrigation of 30 acres. Of these deeded water rights, 0.2 cfs shall be used as an additional source of water for the irrigation of 7.4[1] acres of the park parcels in both phases. The applicant is proposing to construct the necessary infrastructure to deliver this portion of the subject water right from the Hiawatha Canal through the existing diversion works that serve Curtis Park and onto the subdivision parks. This system will also be conveyed to and operated by the City of Hailey.

The City is exploring a new water supply location to increase our firm capacity, to provide a redundant supply for filling the Quigley reservoir and increase the flow rate, and hopes of possibly increasing the water pressure very minimally in the nearby area.

Since the P & Z hearings, SPF has made a preliminary recommendation that the best location for a new municipal well site would be the Sunbeam property.

The City Council found that this standard has been met.

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.**

[1] This number excludes paved surfaces.

The project proposes a paved separated multi-use path on the subject property that connects Cutter Subdivision and Quigley Road, which the City sees as a desirable connection. The site plan has been modified from the first public hearing to show additional on-site sidewalks. Neighborhoods to the north of the project (Old Cutters) have sidewalks, as well as the future Quigley Farms development. The Applicant has modified the application to incorporate sidewalks surrounding island-like blocks within the proposed subdivision. The Applicant's intent is to include enough sidewalk to walk around each block on the sidewalk. A multi-use path, which functions as a sidewalk, runs along San Badger Drive, connecting Old Cutters Subdivision with Quigley Road. This path also runs through the proposed park, connecting to Carbonate Street. The Applicant has stated that this combination of built sidewalk and a partial in-lieu payment will assist the City in the completion of the separated multi-use path along Quigley Road, connecting from the subject property to Quigley, thereby completing a key missing link in the cities nonmotorized pathway system. That in lieu fee has been estimated by the applicant to be $30,622. As part of the Subdivision, two estimates will be required at the time of infrastructure installation to confirm this estimate. (Note that the Quigley Farms Development Agreement requires a commitment towards this pathway after Phase II of Quigley Farms, if funds are remaining after the $200,000 earmarked towards the completion of the improved intersection at Bullion and 8th, and also after the completion of the mini-roundabout at 8th and Croy. Due to the uncertainty of timing of Phase II of Quigley Farms, combined with the uncertainty of adequacy of funding, reliance on Quigley Farm contributions towards this project are uncertain.

The Sidewalk and Wildlife Response, on file at city offices, notes higher carbon emissions associated with concrete over asphalt; that sidewalks on one side create a better separation of parking from pedestrian travel. The city's Resiliency Coordinator notes:

"The jury is out on whether concrete or asphalt is more sustainable:

- Cement production (the binder in concrete) produces a ton of CO2 per ton of cement. It looks like the asphalt cement is about 82% of that.
- You can introduce fly ash into the concrete aggregate (up to 150%), if it is available here, to reduce the CO2 content. It actually makes the concrete stronger and more workable.
- They both use rock aggregate, so in that they are about equal.
- Asphalt uses bitumen, a petroleum-based product, which is pretty nasty and is unlikely to be locally produced.
- Concrete is a locally sourced material around here.
- Suggest asking the Public Works Department which material holds up better over time and is easier to repair. I think that's the most important factor.
- And require fly ash, if concrete is the preferred material and fly ash is available."

The City Council found that this standard has been met.

10. Underground Parking: Underground parking must be provided for at least 50% of the required number of parking spaces in the PUD.

This standard is not appropriate in a residential subdivision of this nature.

The City Council found that this standard has been met.

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

For residential PUDs	**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.**
For non-residential or mixed-use PUDs	**Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.**

Hailey's Resiliency Program is based on a three-legged stool of "Energy, Water and Waste".

Energy:

The applicant has proposed to achieve certification per the National Green Building Standard (NGBS) ICC-700 2015 – Land Development path. The NGBS is an American National Standard (ANSI) green certification program that was created in collaboration between the International Code Council (ICC), American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) and the National Association of Home Builders (NAHB). As a nationally recognized program, the city of Ketchum adopted this program as building code for residential new construction in 2012. Hailey Resiliency Coordinator notes that this is a good standard (similar to LEED for Neighborhoods, but less expensive to certify). The letter from the applicant on this matter does not specify what level of certification they intend to meet (1 – 4 stars). A project needs more points for each higher level, so it gets more ambitious as you go higher. Single star is not bad, but is pretty easy to reach. Staff recommends, and the Commission concurred, the standard be held at 3 stars. The NGBS standard awards points for limiting turf by percentage of landscaped area of lot. The text requirement of max 60% turf submitted by the applicant as part of this PUD would get the project to the lowest # of points on the NGBS certification: 2. The program awards more points for 20-40%, under 20% and 0% turf reduction. There has not been a NGBS Land Development Path application in the state of Idaho to date.

The Commission discussed a 3-star category, and required a commitment to apply, but allowing for some flexibility given unforeseen circumstances with the newness of this certification in Idaho. See earlier comments under standard 17.10.030.D for discussion of wiring for rooftop solar. Both of these items are addressed in the Draft Development Agreement.

Water:

Water consumption is also a point of discussion with a new subdivision that contains larger lots. Hailey's Resiliency Program is based on a three-legged stool of "Energy, Water and Waste". The subject property is currently an agricultural field under productive agricultural use with irrigation supplied by a center pivot using existing Hiawatha Canal Water Rights. Idaho Code, Title 67, Chapter 65, Local Land Use Planning, states the following:

> **67-6537. USE OF SURFACE AND GROUND WATER. (1) The intent of this section is to encourage the use of surface water for irrigation. All applicants proposing to make land use changes shall be required to use surface water, where reasonably available, as the primary water source for irrigation. Surface water shall be deemed reasonably available if:**
> **(a) A surface water right is, or reasonably can be made, appurtenant to the land;**
> **(b) The land is entitled to distribution of surface water from an irrigation district, canal company, ditch users association, or other irrigation delivery entity, and the entity's distribution system is capable of delivering the water to the land; or**
> **(c) An irrigation district, canal company, or other irrigation delivery entity has sufficient available surface water rights to apportion or allocate to the land and has a distribution system capable of delivering the water to the land.**
>
> **(2) Consistent with sections 42-108 and 42-222, Idaho Code, any change in the nature of use of surface water provided by an irrigation delivery entity must be authorized by the entity holding the water right(s) for the available surface water. Nothing in this section shall alter the authority and discretion of irrigation delivery entities to apportion, allocate and distribute surface water, or for municipalities, counties, or water and sewer districts to pass ordinances or regulations to promote the use of surface water for irrigation.**
>
> **(3) Nothing in this section shall be construed to override or amend any provision of title 42 or 43, Idaho Code, or impair any rights acquired thereunder.**

The above statute directs the City to look at the use of existing surface water rights for irrigation in the land use planning process. It appears to staff that the change from irrigated agricultural fields to residential subdivision is a "land use change" as described in the statute.

The property that will become Sunbeam Subdivision has one appurtenant surface water right, 37-21112, which provides for the diversion of 1.419 cfs from the Big Wood River with a March 24, 1883 priority date through approximately 5 miles of the Hiawatha Canal to irrigate 53 acres of the property. From 1990 through 2019 delivery of this water right was curtailed by the Watermaster in 17 of the 30 years which is 57% of those years. From 2000 through 2019 the Watermaster curtailed delivery of this right in July or August in 14 of the 20 years or 70% of the time and has been notified by the Hiawatha Canal Company to expect earlier than normal curtailment of this water right in 2020. Even when the water right is delivered into the Canal other users along the 5 miles of Canal often prevent the water from reaching the property. Residential and public right-of-way landscaping in Hailey requires irrigation during July through September. This means the municipal water system to be installed to provide water for domestic use on each of the residential lots must also have the capacity to irrigate the landscaping.

A separate delivery system to provide the surface water right when it's deliverable will cost approximately an additional $750,000. Based on these facts the Council concludes Water Right 37-21112 is not "reasonably available" under the terms of Idaho Code 67-6537 to irrigate the residential lots and public right-of-way landscaping in the Subdivision. Therefore, the Applicant shall not be required to provide a separate system to deliver its surface water right for these irrigation only purposes in the Subdivision.

The proposed project contains a mix of lot sizes; a number of the lots are larger than lots typical in surrounding neighborhoods, and are comparable in size and scale to lots in the Northridge Subdivision. The Commission did not recommend that the applicant be required to develop a separate irrigation system: the Commission found this separately system to be overly costly, and would not be a reliable source of water approximately 50% of the time. The Commission further found that municipal water would need to be used as a backup during those times when the surface water sue was curtailed, therefore still resulting in demands on the potable system during peak times.

The Commission found that limiting lawn and high-water use areas combined with requiring drought tolerant landscaping practices for the majority of irrigable areas was a better solution. Details of these limitations were presented to the Council at the May 5, 2020 meeting, and have been incorporated into the Development Agreement.

The applicant states that a secondary water system is anti-conservation and, in their opinion, is wasteful of water. According to a City memo dated April 19, 2017 (City water right status, options and requirements for irrigation of new developments) "A drawback to this requirement (LUPA) could be that water meters may not be installed at individual properties for irrigation use and as a result, property owners would not be charged for usage based on the gallons of water consumed. This could lead to excessive water use and less incentive for individuals to conserve. In addition, a private system like this would not allow the City the ability to impose watering restrictions during certain times of day or days of the week, which improves water conservation." Once people become used to using that excessive amount of water, their habits will not change once switched to the municipal system. (Staff would note that the City's highest priority for conservation is to conserve municipal potable water and use of existing surface water rights from the Hiawatha is a lower concern to the City).

Water consumption can also affect water pressure. As noted in the Subdivision Staff report, a new City well is needed, and this project impacts water pressure in existing neighborhoods (Northridge Subdivision). The applicant has agreed to provide a new well site as described in Option 1 at the May 19, 2020 City Council meeting, and to convey to the City 0.8 cubic feet per second of Owner's surface irrigation Water Right No. 37-21112 (amount equivalent to 30 irrigable acres). The payment or conveyance shall be made at the time of recordation of the plat for Phase 1. The well and building shall be developed at the expense of the City in accordance with a design, including sound mitigation measures, mutually agreed to by the parties. The increased cost associated with Site Option #1 is estimated to be $15-20,000 to be paid by the City.

The Applicant is proposing to incorporate verbiage that aligns with the Wood River Land Trust's 'Trout Friendly Lawn' program into its C.C. & R's. Said restrictions would limit time-of-day watering and regulate chemical use. Species of grass will also be initiated for the front yard setback areas on all

properties. The right-of-way irrigated areas will also feature use of more drought tolerant grass species.

To further reduce consumption of municipal water, the Applicant has proposed the following irrigation restrictions to be included as a plat note and/or in the Development Agreement:

> "The following turf landscape restrictions apply:
>
> A. For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.
> B. For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty-five percent (35%) of the total land area of each residential lot may be turf.
> C. For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf
> D. For lots greater than 14,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf."
> E. At the May 5, 2020 Council meeting the applicant proposed additional Drought tolerant turf restrictions, to be included in the Development Agreement and CC & R's.

The restrictions below were made a requirement of the newest subdivision in Hailey, Colorado Gulch Preserve, as a way to reduce water consumption and lessen the impact to the municipal water system.

Numerous lots in recently approved Colorado Gulch Subdivision are 14,000 square feet. Therefore, these lots would be limited to 3,500 square feet of "hardscape, xeriscape, or qualified drought tolerant" (non-turf areas). Therefore, the Commission recommends that lots under 14,000 square feet in Sunbeam Subdivision be limited to 3,500 square feet of turf area, to be on par with the recently approved Colorado Gulch Subdivision. See Conditions of Approval herein.

Waste:

No particular proposals have been discussed with regards to waste reduction. The project will comply with construction waste sorting procedures required by the Green Building Code.

The City Council found that this standard has been met.

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.

The Commission found that the Comprehensive Plan calls for a variety of housing types, such as a mix of lot sizes (see Attachment A to this report). The Applicant has increased density from its original proposal of 108 single-family lots to allow for 147 units. The additional units are "cottage single family", which

means smaller lot sizes. This is a 28% decrease in average lot size, but is still at a lower density than what would be allowed under the current LR-1 zoning (177 lots).

While the Cottage units are not community housing as defined in City Codes, they are highly desirable. See details in the Development Agreement regarding the requirement for completion of Cottage units.

Amenities listed by the applicant (park space water right, partial public well financial contribution) are discussed earlier in this report.

The City Council found that this standard has been 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.

The Applicant is proposing modifications to or waivers of the current zoning and subdivision requirements:

A. **LR-1 Minimum Lot Size:** The Applicant is proposing smaller lot sizes than what is currently permitted in the Limited Residential (LR-1) Zoning District. Specifically, the Applicant is proposing twenty-four (24) small lots and thirty-eight (38) cottage units, which are smaller than the minimum permitted lot size allowed.

The City Council found that this standard has been met.

B. **LR-1 Minimum Lot Width:** Per the Hailey Municipal Code, the minimum lot width within the LR-1 Zoning District is 75 feet. Twelve (12) small lots in Phase I that less than 75 feet in width. Seventeen (17) small lots in Phase 2 are less than 75 feet in width. The narrowest proposed lot is 60 feet in width. The 38 cottage units, as noted above, also require a waiver of the lot width.

The City Council found that this standard has been met.

C. **Private Street -- Number of Units Served:** Section 16.04.020 of the Hailey Municipal Code allows private streets to serve a maximum of five (5) residential dwelling units or private streets may be allowed within planned unit developments. Though no private streets are proposed, the cottage lots may include private streets. The allowance for potential private streets is requested as a part of this PUD Application.

The City Council found that this standard has been met.

D. **Private Street -- Requiring Parking Spaces:** Section 16.04.020(L) of the Hailey Municipal Code requires an additional two (2) parking spaces for each unit served off of a private street. Though no private streets are proposed at this time, the cottage lots may include private streets. Given

the anticipated size of the future cottage units, the Applicant feels that four (4) parking spaces are excessive and requests that all units served off of a private street only be required to provide two (2) spaces per unit, consistent with Section 17.09.040.01 for Single-Family Residences.

The City Council found that this standard has been met.

E. **Number of Flag Lots:** Chapter 16.04.060, Section D allows for the permittance of one flag lot per subdivision. Given the irregular shape of the property, the applicant is requesting the permittance of one (1) flag lot in Phase I and one (1) flag lot in Phase II, for a total of two (2) flag lots.

The City Council found that this standard has been met.

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:

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.**

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.**

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).**

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.**

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.**

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.**

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.**

While this standard is not directly applicable, the applicant is proposing a different level of neighborhood green building, as described elsewhere in this report.

The City Council found that this standard has been met.

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)

This standard is not applicable, as the applicant is not requesting a density bonus.

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.

The Applicant has increased density from its original proposal of 108 single-family lots to allow for 147 units on 115 lots. The additional units are "cottage single family", which means smaller lot sizes. This is a lower density than what would be allowed under the current LR-1 zoning (177 lots). This is considered a "density transfer" as allowed under this standard of review, as some lots are smaller than the standard 8,000 square foot- LR-1 lot. Staff supports the concept of varied lot sizes.

The City Council found that this standard has been met.

17.10.040.03: Bulk Requirements Modification:

A. Setbacks, Lot Size and Width: Modifications may be permitted in minimum front, side and/or rear yard setbacks, minimum lot size and/or minimum lot width, provided the proposal creates a superior design resulting in clustering of units for the purpose of creating green space or other common amenities.

See waivers 1 and 2 described above.

The City Council found that this standard has been met.

B. Height: In order to provide flexibility in the type and design of structures, the maximum height or size of buildings and structures may be varied in consideration of the following factors:
1. Geographic location.

2. The probable effect on surrounding slopes and terrain.

3. **The visual effect on adjacent sites or other areas in the immediate vicinity; potential problems for adjacent sites caused by shadows, loss of circulation or loss of view.**

4. **The integration, or lack thereof, of the proposed building or structure with surrounding buildings, structures or other manmade or natural features.**

5. **Uses within the building or structure requiring additional height as clearly shown by the applicant.**

6. **Applicable IFC, IBC and IRC requirements. (Ord. 1191, 2015)**

No height waivers have been requested. The height limit in LR-1 is 30 feet. The height limit in GR (adjacent to the north) is 35 feet.

The City Council found that this standard has been met.

17.10.040.04: Off-Street Parking Modification:

A. The number and/or dimensions of off-street parking spaces required by this title may be increased or decreased in consideration of the following factors:

1. **Proximity to central business district or other employment center.**

2. **The actual parking needs of any nonresidential uses as clearly shown by the applicant.**

3. **The varying time periods of use, whenever joint use of shared parking is proposed; provided shared parking is approved in accordance with section 17.09.040.08 of this title.**

4. **Available public transit.**

See waiver request relative to parking requirements for private streets. Staff and the City Engineer recommend that adequate parking is likely available in throughout the subdivision. Transit is also planned for in Phase II. See Condition #8 for additional review of adequacy of parking.

The City Council found that this standard has been met.

B. The dimensions of spaces may be modified in consideration of the following factors:

1. **Whether spaces will be primarily utilized by residents/employees of a development, or by public/customers.**

2. **The actual parking needs of any nonresidential users as clearly shown by the applicant.**

3. **The spaces are located underground or within a parking structure. (Ord. 1191, 2015)**

See waiver request relative to parking requirements for private streets. Staff and the City Engineer recommend that adequate parking is likely available in throughout the subdivision. See Condition #8 for additional review of adequacy of parking.

The City Council found that this standard has been met.

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.

The project is proposed in two Phases. Phase I is proposed for development at this time.

The City Council found that this standard has been met.

B. Number of Units: The number of units to be built in each submission.

Phase I: 70 Lots**,** 85 units total
18 Cottage Units
12 single family lots less than 8,000 sq. ft.
55 single family lots greater than 8,000 sq. ft.

Phase II: 45 Lots, 62 units total
20 Cottage Units
12 single family lots less than 8,000 sq. ft.
30 single family lots greater than 8,000 sq. ft.

Total Number of Units Proposed: 147 units
Total Number of Lots Proposed: 115 Lots

The City Council found that this standard has been met.

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 Green Space, for conveyance of community housing and/or provision of employee housing.

The applicant proposes to dedicate all of the park land in Phase I. The applicant is proposing to dedicate 3.81 acres of open space to the City of Hailey in excess of the required park space for a total of 7.88 acres of park space. The total park area shall be conveyed to the City of Hailey at the time of approval of Phase I. An easement allowing the continued agricultural use of Parcel B will be reserved by the applicant. This easement will be vacated upon approval of Phase II.

The City Council found that this standard has been met.

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.

The first phase is planned to stand on its own. Fire access, through circulation park space and pedestrian amenities are adequate to serve this phase.

The Phasing plan shows which streets are to be connected (Quigley Road, San Badger and Grays Starlight), and the portion of the Park land planned for Phase I. The applicant has stated that connecting to the three roads as shown will best disperse Phase I traffic throughout the City. The Commission recommends the Phase I street connection proposal.

The City Council found that this standard has been met.

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.

See waiver request relative to private streets and lots in this report. Staff concurs with the waivers requested, and notes that a superior design will be achieved with the waiver of the standards requested, if executed as per the proposed site plan.

Sidewalks are not requested to be waived, and will be subject to an in-lieu payment for the limited areas not constructed.

The City Council found that this standard has been met.

17.10.050.04(C): Standards of Evaluation required by City Council:

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;**

The applicant is proposing to complete Phase I of the project within one year from the date of approval.

The City Council found that this standard has been met.

2. **The streets and thoroughfares proposed are suitable and adequate to carry**

anticipated traffic;

A traffic study is hyperlinked in the Subdivision Staff Report. A peer review has been conducted by and independent traffic engineer selected by the City (Stanley Engineering). The independent engineer requested minor changes to analyses and assumptions. A final review by the independent engineer was completed prior to the February 18th P & Z hearing; the independent engineer has concurred with the conclusions of the report. The Traffic study concludes that all intersections, existing and proposed, will operate at acceptable levels of service during peak hours.

Completion of 7th Street is desired at some point. No requirement for the completion of 7th Street has been made at this time.

The City Engineer supports the concept of permitting private streets to serve more than five (5) units. Private streets removal the burden of street maintenance from the City, and will work well to serve the proposed cottage lots.

The City Council found that this standard has been met.

3. **The PUD will not create excessive additional requirements at public cost for public facilities and services;**

The Traffic Study concludes that all intersections, existing and proposed, will operate at acceptable levels of service during peak hours.

The applicant is proposing to contribute financially to dedicate water rights to the City, as outlined in the Draft Development Agreement, and to dedicate a well site within the project.

Land area for future bus stops are being requested of Mountain Rides to provide for future transit service.

The City Council found that this standard has been met.

4. **The existing and proposed utility services are adequate for the population densities and non-residential uses proposed;**

Utility services available in the area are adequate.

The City Council found that this standard has been met.

5. **The development plan incorporates the site's significant natural features;**

Very few natural features existing. The parcel does not contain any native vegetation and consists of a large irrigated agricultural field bordered by planted evergreens. A small number, less than 25%, of these mature conifers will be impacted by proposed road connections at Gray's Starlight Drive, San Badger Drive, and Doc Bar Drive. The applicant states that, if possible, the trees impacted by these connections will be relocated on site. These trees could also be used to screen the new well site- see suggested conditions of approval.

The City Council found that this standard has been met.

6. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;

Each phase is planned to stand on its own. Fire access, through circulation park space and pedestrian amenities are adequate to serve this phase.

The City Council found that this standard has been met.

7. One or more amenities as set forth in subsection 17.10.030I of this chapter shall be provided to ensure a public benefit;

See previous section in this report.

The City Council found that this standard has been met.

8. All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and

All exterior lighting will be compliant.

The City Council found that this standard has been met.

9. The proposed PUD Agreement is acceptable to the applicant and the City.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Commission makes the following recommendations:

1. Adequate notice, pursuant to Chapter 17.10 of the Hailey Municipal Code was given for the public hearing.
2. Upon compliance with the Condition noted below, the Application meets the standards of approval set forth in the Hailey Municipal Code.

3. The Application for Planned Unit Development, as presented on the day of these Findings are signed is approved by the Hailey City Council.

DECISION

The Planned Unit Development Application by Marathon Partners, LLC for Sunbeam Subdivision, represented Ben Young Landscape Architects and Galena Engineering, located on 54.38 acres (Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey) within the Limited Residential 1 (LR 1) Zoning District, meets the standards of approval set forth in the Hailey Municipal Code and is recommended for approval by the Hailey City Council, subject to conditions (1) through (12), noted below:

1. The project is granted Planned Unit Development approval subject to the following conditions outlined in the PUD Development Agreement.

2. Waivers are hereby granted as follows:

    A. **Section 17.05.050, District Use Matrix, LR-1 Minimum Lot Size:** Waivers are hereby granted to Section 17.05.050, District Use Matrix, allowing for lots smaller than the minimum permitted lot size allowed as shown on the approved site plans.

    B. **Section 17.05.050, District Use Matrix, LR-1 Minimum Lot Width:** Waivers are hereby granted to Section 17.05.050, District Use Matrix, allowing for lots in Phase I that are less than 75 feet in width as shown on the approved site plans.

    C. **Section 16.04.020.L.1, Private Streets:** Waivers are hereby granted to Section 16.04.020.L.1, allowing for private streets to serve a more than five (5) residential dwelling units and within a planned unit development.

    D. **Section 16.04.020.L.6, Private Street -- Requiring Parking Spaces:** Waivers are hereby granted to Section 16.04.020.L.6 of the Hailey Municipal Code waiving the requirement for an additional two (2) parking spaces for each unit served off of a private street.

    E. **Section 16.04.060.D, Flag Lot**—maximum of one: Waivers are hereby granted to Section 16.04.060.D, Flag Lot waiving the requirement that no more than one (1) flag lots be designed in any subdivision, and allowing for two (2).

3. Acceptance of additional park space as a benefit called for under 17.10.030.I.1 in the amount of 3.81 acres above the standard requirement, to be dedicated as part of Phase 1 at the time of recordation of Phase 1 Final Plat, subject to an easement for agricultural use as specified in the Development Agreement.

4. Conveyance of 0.2 cfs of the subject water right (Water Right 37-21112) to the City of Hailey at the time of recording of the final plat for Phase 1 of the subdivision to be used by the City of

Hailey as an additional source of water for the irrigation of7.4[2] acres of the park parcels in both phases. The applicant shall construct the necessary infrastructure to deliver this portion of the subject water right from the Hiawatha Canal through the existing diversion works that serve Curtis Park and onto the subdivision parks. This system will also be conveyed to and operated by the City of Hailey.

5. The Applicant shall convey to the City the well site depicted on the PUD Development Plan together with .6 cubic feet per second of its surface irrigation Water Right No. 37-21112 for the irrigation of 22.6 acres. The conveyance shall be made at the time of recordation of the plat for Phase 1. The well and building shall be developed at the expense of the City in accordance with a design, including sound mitigation measures, mutually agreed to by the parties hereto.

6. The project shall pursue certification per the National Green Building Standard (NGBS) ICC-700 2015 – Land Development path, Level 3 as outlined in the Development Agreement.

7. Each new residence in the subdivision shall make accommodations for a future solar photovoltaic system. At building permit submittal, plans shall be submitted showing accommodations for the system, including roughed in wiring and space allotted to accommodate the associated equipment, such as solar panels, inverters and/or battery storage. Rough in wiring for the system shall be completed and inspected prior to issuance of a Certificate of Occupancy.

8. Drought Resistant Water Policy. The Development Agreement shall be amended to include the following:

   "The following turf landscape restrictions apply:

   A. For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.
   B. For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty-five percent (35%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.
   C. For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.
   D. For lots greater than 14,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf.
   E. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.
   F. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.

[2] This number excludes paved surfaces

9. Developer shall plat no less than 38 cottage units at the time of final plat approval of Phase 2. Adequate designated parking shall be delineated in each cottage plat.
10. A 6' pedestrian easement shall be platted over Lot 32 to allow for nonmotorized access to the adjacent public lands.
11. The parties shall work with the property owner of Lot 1A, Block 1, Marvin gardens to secure a pedestrian easement across the north edge of this property, and to design and implement fencing acceptable to the property owner.
12. If feasible, some of the trees on the northern property line that are required to be relocated for roads and infrastructure shall be relocated to screen the municipal well site from adjacent properties.

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Consideration of Findings of Fact, Conclusions of Law and Decision of 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 85 units on 70 lots. This includes development of three (3) cottage single-family lots (18 units in total).

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

BACKGROUND:

The Council conducted their first public hearing on this project on April 27, 2020. At that time, the applicant presented an overview, questions of the Council were taken, and a public hearing conducted. The Council continued the public hearing to Tuesday May 5th, at which time, transportation, water usage and water rights were discussed. The project was continued to Tuesday, May 19, 2020 at 5:30 pm. The Council conducted a public hearing on this project at the May 19, 2020 public hearing, after deliberation and discussion, the Council voted to approved the Preliminary Plat, subject to conditions. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

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		_x__	Engineer	___ Building	
___	Library	_x__ planning		___	Fire Dept.	___	_____
___	Safety Committee	___P & Z Commission		___	Police	___	_____
__x_	Streets	__x_ Public Works, Parks		___	Mayor	___	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Sunbeam Subdivision Preliminary Plat Application.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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ACTION OF THE CITY COUNCIL:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Sunbeam Subdivision Preliminary Plat Application.

_____

Date _____

City Clerk _____

-**FOLLOW-UP**:

*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: _____

Copies (all info.): Copies

Instrument # _____

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On May 19 2020, the Hailey City Council approved 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 985units on 70 lots. This includes development of three (3) cottage single-family lots (18 units in total). A 7.88-acre Park will be dedicated in Phase I. The project is to be known as Sunbeam Subdivision and will consist of two (2) phases of development. This Application was heard concurrently with a Planned Unit Development (PUD) Application, which the Planning and Zoning Commission also recommended for approval by the Hailey City Council.

Notice:
Notice for the January 21, 2020 public hearing was published in the Idaho Mountain Express on January 1, 2020, mailed to property owners and public agencies on December 31, 2019 and the onsite notice was posted on January 10, 2020. The project was continued on the record from the January 21 and February 18, 2020 meetings. Notice for the March 2, 2020 public hearing was published in the Idaho Mountain Express on February 12, 2020, mailed to property owners and public agencies on February 11, 2020 and the onsite notice was posted on February 24, 2020. Notice for the April 27, 2020 public hearing was published in the Idaho Mountain Express on April 8, 2020, mailed to property owners on April 7, 2020, the onsite notice was posted on April 17, 2020 and mailed to the agencies on April 22, 2020. The project was continued on record from April 27, 2020 to May 5, 2020. At the May 5, 2020 public hearing, the project was continued on record to May 19, 2020.

Current Application: Consideration of a recommendation by the Planning and Zoning Commission for a Preliminary Plat Subdivision Application (Phase I) by Marathon Partners, LLC, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided as follows:

Phase I: 70 Lots**,** 85 units total
18 Cottage Units
12 single family lots less than 8,000 sq. ft.
55 single family lots greater than 8,000 sq. ft.

Phase II: 45 Lots, 62 units total
20 Cottage Units
12 single family lots less than 8,000 sq. ft.
30 single family lots greater than 8,000 sq. ft.

Total Number of Units Proposed (Phases I and II): 147 units
Total Number of Lots Proposed (Phases I and II): 115 Lots

A 4.07-acre public park is proposed to benefit the general public and satisfy the City's park contribution. An additional open space parcel, approximately 3.81 acres, will be developed and dedicated in Phase II of the project. The total park/open space contribution between the two phases is 7.88 acres. The park land area contribution is slightly less than the first iteration, but still exceeds the City's park contribution requirement.

Procedural History: The project is to be known as Sunbeam Subdivision and will consist of two (2) phases of development. This project is located in the Limited Residential (LR-1) Zoning District.

This parcel was previously known as and annexed into the City of Hailey (October 13, 1981) as Hidden Meadows Subdivision. Hailey Ordinance No. 439 describes the annexation process on file at the Community Development Department.

This Application was concurrently heard with a Planned Unit Development (PUD) Application, which the Hailey City Council approved on May 5, 2020. Pursuant to Section 17.10.050.02: Concurrent Submission:

> A PUD Application may be submitted and reviewed concurrently with other applications affecting the same piece of property with the approval of the Administrator. Concurrent submissions shall be voted on separately. (Ord. 1191, 2015).

The Application was submitted on November 1, 2019 and certified complete on November 19, 2019**.**

Standards of Evaluation for a Subdivision				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**17.06.050**	**Complete Application**
☒	☐	☐	**Department Comments**	**Engineering:** *All infrastructure will require detailed final construction drawings to be submitted to the City and approved by the City prior to construction. All construction must conform to City of Hailey standard drawings, specifications and procedures.* *The Public Works Department made a variety of comments which were made Conditions of Approval by the Planning and Zoning Commission.*
				Life/Safety: *No comments*
				Water and Wastewater: *The Water and Wastewater Divisions made a variety of comments which were made Conditions of Approval by the Planning and Zoning Commission (see PZ Findings of Fact, and recommended conditions to this report).* *Since the P & Z hearings, SPF has made a preliminary recommendation that the best location for a new municipal well site would be the Sunbeam property. The applicant provided two options for a new well site on the Sunbeam property. The Council has selected Option 1. Both options require an upgrade to the water line through the Sunbeam property from 8" to 12". The increased cost associated with Site Option #1 is estimated to be $15-20,000. The increased cost associated with Site Option #2 is estimated to be $35,000. This cost will be borne by the City.*
				Building: *No comments*
				Streets: *The Street Division made a variety of comments which were made Conditions of Approval by the Planning and Zoning Commission (see PZ Findings of Fact, and recommended conditions to this report).* -
				City Arborist: *The Hailey Tree Committee met on February 13, 2020 and unanimously voted to accept the street tree plan/park design with the following recommendations:*

				• *All Ash Trees shall be removed* • *Additional plantings, with appropriate diversity, shall be incorporated* • *All plantings shall be wildlife appropriate* *The above recommendations have been made to the Landscape Plans; thereby, no Conditions of Approval are needed.* *The Parks and Lands Board met on February 12, 2020 and unanimously voted to accept the park dedication and design as proposed. No recommendations and/or conditions were made.*
☒	☐	☐	**16.04.010 Development Standards**	**Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.**
			Staff Comments	*Please refer to the specific standards as noted herein.*
16.04.020: Streets:				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.020**	**Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.**
☒	☐	☐	**A.**	**Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.**
			Staff Comments	*The full project will connect to Quigley Road, Carbonate Street, El Dorado Lane, Doc Bar Drive, San Badger Drive and Gray's Starlight Drive. Phase I proposes connections to Quigley Road, San Badger Drive and Gray's Starlight Drive. The Commission concurs with connecting this project to all available City streets at buildout, and Phase 1 streets as outlined above.* *All streets proposed in Phase I are to be public streets, 60-feet in width, except San Badger Drive, an arterial street planned at 70-feet in width. For further comments or concerns noted by the Streets Division, please refer to Section 17.06.050: Streets.* *A Traffic Impact Study has been submitted and has been reviewed by an independent traffic engineer selected by the City (Stanley Engineering). Final review by Stanley has been completed, and Stanley concurs with the report conclusions. Please see the Traffic Study summary in Section 16.04.070 of this report.* *The remainder of the Quigley Road Right-of-Way shall be dedicated to the City (this has been shown on the plat).*

				The Council found that this standard has been met.
☐	☐	☒	**B.**	**Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.**
			Staff Comments	*N/A, as no cul-de-sacs or dead-end streets are proposed.*
☒	☐	☐	**C.**	**Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.**
			Staff Comments	*The project will connect to Quigley Road, Carbonate Street, El Dorado Lane, Doc Bar Drive, San Badger Drive and Gray's Starlight Drive. Phase I connects to Quigley Road, San Badger Drive and Gray's Starlight Drive. The Commission recommends the Phase I connections as shown, and with connecting this project to all available City streets at buildout.* *The Council found that this standard has been met.*
☒	☐	☐	**D.**	**Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.**
			Staff Comments	*It appears that all proposed streets intersect at 90-degree angles and that the proposed streets are separated by 250-890'. Traffic calming measures have also been incorporated within the development – short street sections on Eclipse Street and Gray's Starlight Drive, and limited to no straight street sections.* *The Applicant is requesting that, Pursuant Section 16.05.010: Minimum Improvements Required, the City Engineer and City Council will allow for slightly larger intersection separation distances on Carbonate Street and Sunbeam Street. The Commission found the Applicant's request appropriate, and that this standard has been met.* *The Council found that this standard has been met.*
☒	☐	☐	**E.**	**Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector**

				street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.
			Staff Comments	*All streets within the subdivision are proposed as public streets. Each street varies in length, right-of-way width and alignment in order to service the proposed subdivision, its lots and the park/open space.* *Deflections and curve radii will be further analyzed by the City Engineer at final design. The Applicant is requesting that, Pursuant Section 16.05.010: Minimum Improvements Required, the City Engineer and City Council will allow for larger radii to act similar to that of straight streets with slight curvature. The Commission found the Applicant's request appropriate, and that this standard has been met.* *The Council found that this standard has been met.*
☒	☐	☐	**F.**	**Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.**
			Staff Comments	*The public streets proposed in Phase I (San Badger Drive, Gray's Starlight Drive, Eclipse Street and Sunbeam Street) meet the minimum City standards of 60' in width (San Badger Drive is proposed to be 70' in width), which is consistent with Title 18.* *The Council found that this standard has been met.*
☒	☐	☐	**G.**	**Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.**
			Staff Comments	*The proposed roadway width from edge of asphalt to edge of asphalt is 22'-wide with 2'-wide shoulders, which totals 26'-wide roadways.* *The Council found that this standard has been met.*
☒	☐	☐	**H.**	**Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.**
			Staff Comments	*The subject property is relatively flat. Per the Applicant, no road slopes are proposed to be greater than 6%. Slopes are proposed to be a minimum of 0.5%. Road cross slopes are proposed to be 2.5%.* *The Applicant is requesting that, Pursuant Section 16.05.010: Minimum Improvements Required, the City Engineer and City Council will allow for*

				flatter slopes, as it will result in less cut/fill activity and unnecessary peaks and valleys. The Commission concurred with this recommendation. The Council found that this standard has been met.
☒	☐	☐	**I.**	**Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm water Discharge from Construction Activity" for all construction activity affecting more than one acre**.
			Staff Comments	*Drywells are proposed along all public streets. The Streets Division further recommends various elements to be resolved, which have been made conditions of approval. Additional drainage may be needed to address seasonal (rain on snow) events from the undeveloped portion of Phase II.* \ *The Council found that this standard has been met.*
☒	☐	☐	**J.**	**Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.**
			Staff Comments	*Street Signage is proposed. The Streets Division recommends that the type and location of street signs be incorporated into the plan prior to final design. This has been made a Condition of Approval. The Council found that this standard has been met.*
☒	☐	☐	**K.**	**Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.**
			Staff Comments	*Proposed street names have been approved by City Staff and by Blaine County. The proposed subdivision name has also been approved by the Blaine County Assessor.* *The Council found that this standard has been met.*
			L.	**Private Streets:**
☒	☐	☐	**L. 1.**	**Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.**
			Staff Comments	*No private streets are proposed at this time; however, the cottage lots may include private streets as part of the PUD Application.* *Pursuant Section 17.10.040, the Applicant would request a waiver to allow private streets to serve more than five (5) residential dwelling units within the subdivision, if approved as part of the PUD Application (the Commission*

				concurred with these waivers. Please refer to the PUD Staff Report for further information). *The Council found that this standard has been met.*
☒	☐	☐	**L. 2.**	**Private streets, wherever possible, shall provide interconnection with other public streets and private streets.**
			Staff Comments	*No private streets are proposed at this time; however, the cottage lots may include private streets as part of the PUD Application.* *Pursuant Section 17.10.040, the Applicant would request a waiver to allow private streets to serve more than five (5) residential dwelling units within the subdivision, if approved as part of the PUD Application (the Commission concurred with these waivers. Please refer to the PUD Staff Report for further information).* *The Council found that this standard has been met.*
☒	☐	☐	**L. 3.**	**The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.**
			Staff Comments	*No private streets are proposed at this time; however, the cottage lots may include private streets as part of the PUD Application.* *Pursuant Section 17.10.040, the Applicant would request a waiver to allow private streets to serve more than five (5) residential dwelling units within the subdivision, if approved as part of the PUD Application (the Commission concurred with these waivers. Please refer to the PUD Staff Report for further information).* *The Council found that this standard has been met.*
☒	☐	☐	**L. 4.**	**Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.**
			Staff Comments	*No private streets are proposed at this time; however, the cottage lots may include private streets as part of the PUD Application.* *Pursuant Section 17.10.040, the Applicant would request a waiver to allow private streets to serve more than five (5) residential dwelling units within the subdivision, if approved as part of the PUD Application (the Commission concurred with these waivers. Please refer to the PUD Staff Report for further information).* *The Council found that this standard has been met.*
☒	☐	☐	**L. 5.**	**Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.**

			Staff Comments	*No private streets are proposed at this time; however, the cottage lots may include private streets as part of the PUD Application.* *Pursuant Section 17.10.040, the Applicant would request a waiver to allow private streets to serve more than five (5) residential dwelling units within the subdivision, if approved as part of the PUD Application (the Commission concurred with these waivers. Please refer to the PUD Staff Report for further information).* *The Council found that this standard has been met.*
☒	☐	☐	**L. 6.**	**Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (*e.g.*, between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10'x20') if angle parking, or ten feet by twenty-four feet (10'x24') if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.**
			Staff Comments	*No private streets are proposed at this time; however, the cottage lots may include private streets as part of the PUD Application.* *Pursuant Section 17.10.040, the Applicant would request a waiver to allow private streets to serve more than five (5) residential dwelling units within the subdivision, if approved as part of the PUD Application (the Commission concurred with these waivers. Please refer to the PUD Staff Report for further information).* *The Council found that this standard has been met.*
			M.	**Driveways:**
☒	☐	☐	**M. 1.**	**Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (*e.g.*, no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.**
			Staff Comments	*Minimal pathway crossings are preferred. This has been made a Condition of Approval.* *The Council found that this standard has been met.*
☒	☐	☐	**M. 2.**	**Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:** **a) Accessing one residential unit: twelve feet (12')** **b) Accessing two residential units: sixteen feet (16')**

				No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.
			Staff Comments	*No driveway materials are proposed at this time, but shall conform to this standard.* *The Council found that this standard has been met.*
☒	☐	☐	**M. 3.**	**Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.**
			Staff Comments	*It appears that no driveway exceeds 150' in length. More details are needed with regard to proposed driveways. Please refer to Section 16.04.020(M) for further details.* *The Council found that this standard has been met.*
☒	☐	☐	**M. 4.**	**Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.**
			Staff Comments	*This is preferred by the City; however, more details are needed with regard to driveways during the development of construction drawings. Please refer to Section 16.04.020(M) for further details.*
☒	☐	☐	**M. 5.**	**The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.**
			Staff Comments	*Please refer to Section 16.04.020(M) for further details.* *The Council found that this standard has been met.*
☒	☐	☐	**M. 6.**	**No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.**
			Staff Comments	*Driveways will not impact existing infrastructure and appear compatible with existing and planned residential units. The Streets Division has some questions and/or comments with regard to driveways, which will be addressed in the construction drawings. Please refer to Section 16.04.020(M) for further details. The Council found that this standard has been met.*
☐	☐	☒	**N.**	**Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**
			Staff Comments	*All proposed streets are 60' in width, except San Badger Drive, which is 70' in width. No private streets are proposed at this time; however, the cottage lots may include private streets as part of the PUD Application.* *Pursuant Section 17.10.040, the Applicant would request a waiver to allow private streets to serve more than five (5) residential dwelling units within the subdivision.*

				At their March 2, 2020 public hearing, the Commission discussed whether allowing a private street to serve more than five (5) residential dwelling units was appropriate. Ultimately, the Commission found that that the above could be addressed in more detail during the platting process of said cottage lots, and recommended a Condition of Approval that states: - *All proposed roads within the development shall be dedicated public streets according to City Standard 12.04.010, shall allow public parking and be subject to all other uses and restrictions identified in City Code, with the exception of any private streets approved as part of development of cottage lots.* *No parking access lanes are proposed. The proposed streets comply with IFC Requirements for fire access to interior lots.* *The Council found that this standard has been met.*
☒	☐	☐	**O.**	**Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**
			Staff Comments	*All proposed streets are 60' in width, except San Badger Drive, which is 70' in width. No private streets are proposed at this time; however, the cottage lots may include private streets as part of the PUD Application.* *Pursuant Section 17.10.040, the Applicant would request a waiver to allow private streets to serve more than five (5) residential dwelling units within the subdivision. Please refer to the PUD Staff Report for further information.* *At their March 2, 2020 public hearing, the Commission discussed whether allowing a private street to serve more than five (5) residential dwelling units was appropriate. Ultimately, the Commission found that that the above could be addressed in more detail during the platting process of said cottage lots, and recommended a Condition of Approval that states:* - *All proposed roads within the development shall be dedicated public streets according to City Standard 12.04.010, shall allow public parking and be subject to all other uses and restrictions identified in City Code, with the exception of any private streets approved as part of development of cottage lots.* *No parking access lanes are proposed. The proposed streets comply with IFC Requirements for fire access to interior lots.* *The Council found that this standard has been met.*
16.04.030: Sidewalks and Drainage Improvements				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.**

			Staff Comments	*A multi-use path, which functions as a sidewalk, runs along San Badger Drive, connecting Old Cutters Subdivision with Quigley Road. The City sees this as a desirable connection. This path also runs through the proposed park, connecting to Carbonate Street. A separated multi-use asphalt path is also proposed adjacent to Quigley Road for the project frontage.* *Comments at the January 21, 2020 P & Z public hearing noted the desire for additional sidewalks within the subdivision. Sidewalks, site circulation and pedestrian-friendly subdivisions were noted in public comment. The Applicant has incorporated sidewalks to island-like blocks within the proposed subdivision. The Applicant's intent is to include enough sidewalk to walk around each block on the sidewalk.* *The Applicant requested an approved alternative to the requirement for all sidewalks within residential zoning districts, with a request for a partial in-lieu payment. A preliminary calculation has been submitted, and two cost estimates will be required at the time of construction to determine the actual amount.* *The Commission recommended that any sidewalk in-lieu fees be applied toward the separated multi-use pathway connecting from the subject property to Quigley Road, thereby completing a key missing link in the cities nonmotorized pathway system (note that the Quigley Farms Development Agreement requires a commitment towards this pathway in Phase II of Quigley Farms, if funds are remaining after the $200,000 slated towards the completion of the improved intersection at Bullion and 8th, and also after the completion of the mini-roundabout at 8th and Croy Street. Due to the uncertainty of timing of Phase II of Quigley Farms, combined with the uncertainty of funding, reliance on Quigley Farm contributions towards this project are uncertain). Two cost estimates will be required at the time of construction to determine the final amount of the partial in-lieu payment- see conditions of approval.* *City Staff and the Commission agreed that the following comments regarding the proposed multi-use pathway and drainage be addressed as Conditions of Approval:* *1. Native grass area between pathway and road may be problematic with weeds on a limited landscape budget. It is preferred that the HOA maintain these areas (Please refer to the Conditions of Approval regarding the need for a Rights of Way Maintenance Agreement).* *2. Details for the new pathway/existing Old Cutters sidewalks for the tie in at Gray's Starlight Drive and San Badger Drive shall be provided.* *3. Drywell details and other construction related details shall be provided at final design.* *The above comments have been made Conditions of Approval.* *The Council found that this standard has been met.*

☒	☐	☐	**B.**	**The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.**
			Staff Comments	*Please refer to Section 16.04.030(A) for further details.* *The Council found that this standard has been met.*
☒	☐	☐	**C.**	**New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.**
			Staff Comments	*Please refer to Section 16.04.030(A) for further details.* *The Council found that this standard has been met.*
☒	☐	☐	**D.**	**Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.**
			Staff Comments	*During Phase I of the project, a 10'-wide separated multi-use asphalt path is proposed through the park/open space, which will provide pedestrian access to Carbonate Street (an existing dead-end street). The asphalt path is also proposed to run the length of San Badger Drive (western side of the proposed street). This pathway allows for connectivity to the existing subdivision, Old Cutters Subdivision. This connection is highly desired. This path also runs through the proposed park, connecting to Carbonate Street.* *The Applicant has incorporated sidewalks to island-like blocks within the proposed subdivision. The Applicant's intent is to include enough sidewalk to walk around each block on the sidewalk. The Commission found that this standard has been met. Please refer to Section 16.04.030(A) for further details and/or comments noted by City Staff. At the May 20th hearing, the Council indicated that a connection from the trail that enters Curtis Park to Bullion should be planned at a later date after safety improvements to Bullion and 8th are completed* *The Council found that this standard has been met.*
☐	☐	☒	**E.**	**The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.**
			Staff Comments	*N/A*

16.04.040: Alleys and Easements

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
			A.	**Alleys:**
☐	☐	☒	**A. 1.**	**Alleys shall be provided in all Business District and Limited Business District developments where feasible.**
			Staff Comments	*N/A, as no alleys are proposed.*
☐	☐	☒	**A. 2.**	**The minimum width of an alley shall be twenty-six (26') feet.**
			Staff Comments	*N/A, as no alleys are proposed.*
☐	☐	☒	**A. 3.**	**All alleys shall be dedicated to the public or provide for public access.**
			Staff Comments	*N/A, as no alleys are proposed.*

☐	☐	☒	**A. 4.**	**All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.**
			Staff Comments	*N/A, as no alleys are proposed.*
☐	☐	☒	**A. 5.**	**Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.**
			Staff Comments	*N/A, as no alleys are proposed.*
☐	☐	☒	**A. 6.**	**Dead-end alleys shall not be allowed.**
			Staff Comments	*N/A, as no alleys are proposed.*
☐	☐	☒	**A. 7.**	**Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.**
			Staff Comments	*N/A, as no alleys are proposed.*
☒	☐	☐	**B.**	**Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:**
☒	☐	☐	**B. 1.**	**To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.**
			Staff Comments	*Though the proposed subdivision does not border the Big Wood River, the following easements are shown on the plat for Phase I:* 1. *Snow storage and public utility easements along all frontages.* *A 10' private irrigation easements along the north and east boundaries to continue to provide irrigation to existing conifers until all lots are purchased.* *A 15' wide sewer easement (located in Parcel B, Phase II), shown graphically and noted in the plat notes.* 2. *The 20' wide Hiawatha Canal easement along the west property boundary. This has been modified to encompass all of the canal.* *The Commission recommended plat notes, somewhat simpler to those from the Old Cutters Subdivision be included as Conditions of Approval.* *The Council found that this standard has been met.*

☐	☐	☒	**B. 2.**	**To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.**
			Staff Comments	*N/A, as no natural resource, riparian area, hazardous area or other limitation requires an easement for the proposed subdivision.*
☒	☐	☐	**B. 3.**	**To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.**
			Staff Comments	*Snow storage easements are proposed along all lot frontages.* *The Council found that this standard has been met.*

16.04.050: Blocks

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.050**	**Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.**
			Staff Comments	*All proposed blocks are shown on the Preliminary Plat.* *The Council found that this standard has been met.*

16.04.060: Lots

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.060**	**Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.**

				A concurrent PUD Application submittal allows for varied lot sizes, which are proposed within the zoning district. The overall density of the project is less than the 177 lots, which could be created if the Limited Residential (LR-1) Zoning District minimum lot size of 8,000 square feet was utilized. *See also Section 16.04.070 of this Staff Report for additional suggested restrictions on irrigated areas. The Council found these restrictions appropriate, as the project impacts water pressure in other City neighborhoods, and because water conservation is a desired goal for the City of Hailey. Irrigation water conservation will lessen impacts to water pressure and water use.* *The Council found that this standard has been met.*
☒	☐	☐	**A.**	**If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.**
			Staff Comments	*Ten (10) lots in Phase I are more than double the minimum size of the Limited Residential Zone District (minimum size is 8,000 square feet). Staff did not count lots planned for cottage development, as they will contain more than one home. One (1) of these lots, which is double the minimum lot size, has been shown as a flag lot. No other lots in Phase I are proposed as flag lots.* *The Council found that this standard has been met.*
☐	☐	☒	**B.**	**Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).**
			Staff Comments	*N/A, as no double frontage lots are proposed.*
☒	☐	☐	**C.**	**No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.**
			Staff Comments	*Park and open space are delineated; no unbuildable lots are proposed.* *The Council found that this standard has been met.*
☒	☐	☐	**D.**	**A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The "flagpole" portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The "flagpole" shall be of adequate width to accommodate a**

				driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.
			Staff Comments	*The Applicant is proposing one (1) flag lot in Phase I and one (1) flag lot in Phase II. Given the irregular shape of the subject parcel, the Applicant is requesting a wavier to this standard (pursuant Section 17.10.040) as part of the PUD application. The Council did not see the two (2) flag lots as problematic and agreed to waive this standard in their PUD Findings.* *Please refer to Section 16.04.060(A) regarding lots that are more than twice the minimum lot size. The Council found that this standard has been met.*
☒	☐	☐	**E.**	**All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.**
			Staff Comments	*Within Phase I of the proposed development, all proposed lots have adequate street frontage off of the proposed public streets: Sunbeam Street, San Badger Drive, Eclipse Street and Gray's Starlight Drive.* *The Council found that this standard has been met.*
☐	☐	☒	**F.**	**In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.**
			Staff Comments	*N/A, as this project is not located within the Townsite Overlay (TO) Zone District.*

16.04.070: Orderly Development

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.**
			Staff Comments	*The proposed project will consist of two (2) phases of development:* ***Phase I:*** *70 Lots, 85 units total* *18 Cottage Units* *12 single family lots less than 8,000 sq. ft.* *55 single family lots greater than 8,000 sq. ft.* *sq. ft.* ***Phase II:*** *45 Lots, 62 units total* *20 Cottage Units* *12 single family lots less than 8,000 sq. ft.* *30 single family lots greater than 8,000* ***Total Number of Units Proposed:*** *147 units* ***Total Number of Lots Proposed:*** *115 Lots* *A 7.88-acre (343,213 square feet) park space parcel is proposed to benefit the general public and satisfy the City's Park Contribution.*

				The Council found that this standard has been met.
☒	☐	☐	**B.**	**<u>Agreement:</u> Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.**
			Staff Comments	*A Phasing Agreement will be incorporated into the PUD Agreement, which will layout all of the commitments that are required in Phase I. A Phasing Agreement shall be submitted prior to the public hearing of the Preliminary Plat with City Council. This has been made a Condition of Approval.* *That said, the Commission concurred with the phasing layout as proposed, subject to commitments developed in the PUD Agreement.* *The Council found that this standard has been met.*
☒	☐	☐	**C.**	**<u>Mitigation of Negative Effects:</u> No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:** **a) Provision of on-site or off-site street or intersection improvements.** **b) Provision of other off-site improvements.** **c) Dedications and/or public improvements on property frontages.** **d) Dedication or provision of parks or green space.** **e) Provision of public service facilities.** **f) Construction of flood control canals or devices.** **g) Provisions for ongoing maintenance.**
			Staff Comments	*Comment letters have been received from Idaho Department of Fish and Game and from Mountain Rides.* *Off-site improvements identified for discussion by City Staff include the completion of Seventh Avenue, parking along Seventh Avenue related to Curtis Park, the completion of the Quigley Road multi-use separated path, and the need for a new City well based on current water pressures in Northridge Subdivision and the projected slight drop in water pressure associated with the development of this subdivision.* ***a) Provision of on-site or off-site street or intersection improvements.*** *A Traffic Impact Study has been prepared by traffic consultant, Hales Engineering. A peer review was conducted by Stanley Engineering, and numerous comments were incorporated into the draft that was presented to the Commission.* *This study addressed the traffic impacts associated with the proposed Sunbeam Subdivision. Included within the analyses for this study were the traffic operations and recommended mitigation measures for existing conditions, as well as project conditions (conditions after development of the*

				proposed project) at key intersections and roadways near the site. Future 2024 and 2030 conditions were also analyzed. The evening peak hour level of service (LOS) was computed for each study intersection. The results of this analysis are shown in Table ES-1 of the report. *Assumptions: The development will consist of 147 single-family homes. It was assumed that 90 homes would be constructed immediately, a total of 120 homes would be constructed within the next five years, and that all 147 homes would be built by 2030.* *The following intersections were studied:* *· Main Street (SH-75) / Myrtle Street* *· 2nd Avenue / Myrtle Street* *· 5th Avenue / Myrtle Street* *· Buttercup Road / Myrtle Street* *· Project Access (Doc Bar Drive) / Myrtle Street* *· Project Access (San Badger Drive) / Myrtle Street* *· El Dorado Lane / Mother Lode Loop* *· Carbonate Street / 6th Avenue* *· Main Street (SH-75) / Bullion Street* *· 5th Avenue / Bullion Street* *· 2nd Avenue / Croy Street* *· 4th Avenue / Croy Street* *· 8th Avenue / Croy Street* *· Eastridge Drive / Quigley Road* *· Project Access (Carbonate Street) / Quigley Road* *· Buckhorn Drive / Quigley Road* *The report projects the following total traffic volumes:* *Phase 1 (Per ITE Trip Gen)* *Daily Trips: 944* *Morning Peak Hour Trips: 71* *Evening Peak Hour Trips: 92* *Phase I and Partial Phase II (Per ITE Trip Gen) Daily Trips: 1,230 Morning Peak Hour Trips: 91 Evening Peak Hour Trips: 122* *Buildout, Phases I and II (Per ITE Trip Gen)* *Daily Trips: 1,464* *Morning Peak Hour Trips: 108* *Evening Peak Hour Trips: 146* *Enter/Exiting Distribution (Per ITE Trip Gen) Daily Trips: 50/50 Morning Peak Hour Trips: 25/75 Evening Peak Hour Trips: 63/37* *The report proposes that the trips will be distributed as follows:* *Directional Trip Distribution: 60% North, 40% South* *Phase I (See Figure 4 of Traffic Study)* *North: Gray's Starlight- 20%*

				San Badger- 40% *South: Quigley Road- 40%* *Phase I and Partial Phase II (See Figure 5 of Traffic Study)* *North: Gray's Starlight- 15%* *San Badger- 20%* *Doc Bar- 20%* *El Dorado- 5%* *South: Quigley - 35%* *Carbonate- 5%* *Buildout, Phases I and II (See Figure 6 of Traffic Study)* *North: Gray's Starlight- 15%* *San Badger- 20%* *Doc Bar- 20%* *El Dorado- 5%* *South: Quigley - 35%* *Carbonate- 5%* *The complete Traffic Impact Study, dated February 11, 2020, can be found at the link provided:* *https://www.haileycityhall.org/meetings/documents/20200212FINALTISSunbeamSubdivision.pdf* *Summary of Key Findings and Recommendations:* *1. Myrtle Street and Main Street: The Main Street (SH-75) / Myrtle Street intersection is currently operating at a poor LOS and is anticipated to continue to operate poorly in all scenarios (the intersection is failing due the fact that Main Street carries a very heavy volume, with few gaps for traffic from Myrtle Street to enter Main Street).* *Staff Comment: Over the long term, the City of Hailey plans to pursue a traffic light at Myrtle Street and Main Street to create an alternative to the light at Bullion Street.* *At this time the minor street volumes are too low to warrant a traffic signal at the intersection, even with the buildout of this project.* *Staff Comment: The City will pursue a signal at this intersection despite the "warrant" constraints.* *The City of Hailey could consider striping a left-turn lane and a shared through/right turn lane on the westbound and eastbound approaches of the Main Street (SH-75) / Myrtle Street intersection to reduce delays and queuing.* *2. Main Street and Bullion street: The study confirms the results of the Quigley Traffic Study, that the intersection of Main Street and Bullion Street is heavily impacted due to the lack of additional signalized intersections in the downtown. Based on queueing in the future (2024) background analysis, City of Hailey could consider changing the westbound and eastbound left-turn phasing at the Main Street (SH-75) / Bullion Street intersection to reduce*

				queueing. Changing the timing of the traffic light to allow westbound permissive protected and eastbound permissive left-turn phasing instead of protected-only left turn phasing may help reduce queue lengths for both approaches. *By future (2030) background conditions, the Main Street (SH-75) / Bullion Street signalized intersection is anticipated to operate at LOS E. City of Hailey could consider installing a right-turn pocket on the eastbound approach of the Main Street (SH-75) / Bullion Street intersection. It is anticipated that the Main Street (SH-75) / Bullion Street intersection would operate at LOS D (40.1 sec. of delay per vehicle) with the proposed turn pocket.* *Staff Comment: This turn pocket will further reduce parking. A better solution may be to pursue traffic lights at both Myrtle Street and Elm Street on Main Street.* *Based on review of the Traffic Impact Study and observation of neighborhood traffic patterns, the Commission and City Staff concurred that discussion regarding the need to improve Seventh Avenue could take place during Phase II of the subdivision. The Public Works Director recommended that, ultimately, Seventh Avenue should be improved even though the Traffic Impact Study did not show it to be crucial for circulation.* *The Council found that this standard has been met.* ***b) Provision of other off-site improvements.*** *As noted in Section 16.05.040 of this report, a new City well is needed, and this project impacts water pressure in existing neighborhoods (Northridge Subdivision). The City Engineer concurs that the City does need to increase water supply due to demand approaching FIRM capacity. The additional irrigation demands from the Sunbeam development will contribute to this need to increase supply. The applicant offered a cash contribution of $200,000 towards the development of a new well at previous meetings.* *The City Engineer has concurred with the City's water rights special counsel. The City Engineer recommended at the May 19, 2020 public hearing that the Council consider the irrigation water rights as a superior long-term benefit to the City, and the Council concurred. The draft Development Agreement reflects the Council's decision on this matter.* *The consulting firm SPF made a preliminary recommendation that the best location for a new municipal well site would be the Sunbeam property. The Council found that a new well site on the Sunbeam property, outlined in the May 19, 2020 public hearing as Option 1, was the preferred alternative. Water consumption was also a point of discussion with a new subdivision that contains larger lots. Hailey's Resiliency Program is based on a three-legged stool of "Energy, Water and Waste". The subject property is currently an agricultural field under productive agricultural use with irrigation supplied by a center pivot using existing Hiawatha Canal Water Rights. Idaho Code, Title 67, Chapter 65, Local Land Use Planning, states the following:*

67-6537. USE OF SURFACE AND GROUND WATER.
(1) The intent of this section is to encourage the use of surface water for irrigation. All applicants proposing to make land use changes shall be required to use surface water, where reasonably available, as the primary water source for irrigation. Surface water shall be deemed reasonably available if:

- ***a) A surface water right is, or reasonably can be made, appurtenant to the land;***
- ***b) The land is entitled to distribution of surface water from an irrigation district, canal company, ditch users association, or other irrigation delivery entity, and the entity's distribution system is capable of delivering the water to the land; or***
- ***c) An irrigation district, canal company, or other irrigation delivery entity has sufficient available surface water rights to apportion or allocate to the land and has a distribution system capable of delivering the water to the land.***

(2) Consistent with sections 42-108 and 42-222, Idaho Code, any change in the nature of use of surface water provided by an irrigation delivery entity must be authorized by the entity holding the water right(s) for the available surface water. Nothing in this section shall alter the authority and discretion of irrigation delivery entities to apportion, allocate and distribute surface water, or for municipalities, counties, or water and sewer districts to pass ordinances or regulations to promote the use of surface water for irrigation.

(3) Nothing in this section shall be construed to override or amend any provision of title 42 or 43, Idaho Code, or impair any rights acquired thereunder.

The above statute directs the City to look at the use of existing surface water rights for irrigation in the land use planning process. It appears to Staff that the change from irrigated agricultural fields to residential subdivision is a "land use change", as described in the statute.

The property that will become Sunbeam Subdivision has one appurtenant surface water right, 37-21112, which provides for the diversion of 1.419 cfs from the Big Wood River with a March 24, 1883 priority date through approximately 5 miles of the Hiawatha Canal to irrigate 53 acres of the property. From 1990 through 2019 delivery of this water right was curtailed by the Watermaster in 17 of the 30 years which is 57% of those years. From 2000 through 2019 the Watermaster curtailed delivery of this right in July or August in 14 of

				the 20 years or 70% of the time and has been notified by the Hiawatha Canal Company to expect earlier than normal curtailment of this water right in 2020. Even when the water right is delivered into the Canal other users along the 5 miles of Canal often prevent the water from reaching the property. Residential and public right-of-way landscaping in Hailey requires irrigation during July through September. This means the municipal water system to be installed to provide water for domestic use on each of the residential lots must also have the capacity to irrigate the landscaping. A separate delivery system to provide the surface water right when it's deliverable will cost approximately an additional $750,000. Based on these facts the Council concludes Water Right 37-21112 is not "reasonably available" under the terms of Idaho Code 67-6537 to irrigate the residential lots and public right-of-way landscaping in the Subdivision. Therefore, the Applicant shall not be required to provide a separate system to deliver its surface water right for these irrigation only purposes in the Subdivision. *The proposed project contains a mix of lot sizes; however, 57% of the lots are larger than lots typical of surrounding neighborhoods, and are comparable in size and scale to lots in the Northridge Subdivision.* *At the February 18, 2020 public hearing, the Commission discussed whether the Applicant should be required to develop a separate irrigation system tied to the private water right instead of using potable municipal water to serve irrigation needs as proposed, or recommend that the City Council consider offsetting mitigation. The Applicant has presented data and legal opinion as to why a separate irrigation system is impractical, described below. The Applicant also proposed mitigation as an alternative to the redundant system, described below.* *The Applicant stated that a secondary water system is anti-conservation and, in their opinion, is wasteful of water. According to a City Memo dated April 19, 2017 (City water right status, options and requirements for irrigation of new developments), "A drawback to this requirement (LUPA) could be that water meters may not be installed at individual properties for irrigation use and as a result, property owners would not be charged for usage based on the gallons of water consumed. This could lead to excessive water use and less incentive for individuals to conserve. In addition, a private system like this would not allow the City the ability to impose watering restrictions during certain times of day or days of the week, which improves water conservation". Once people become used to using that excessive amount of water, their habits will not change once switched to the municipal system (Staff would note that the City's highest priority for conservation is to conserve municipal potable water and use of existing surface water rights from the Hiawatha Canal is a lower concern to the City).*

				The Commission recommended at the February 18, 2020 public hearing that a secondary water system would not be the preferred alternative. The council concurred with this recommendation. *To further reduce consumption of municipal water, the Council concurred that the following irrigation restrictions be applied:* *A. For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.* *B. For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty-five percent (35%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.* *C. For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.* *D. For lots greater than 14,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf.* *E. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.* *F. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.* *The above restrictions have been made Conditions of Approval.* *The Council found that language with regards to landscape limitations be placed on this project as set forth in the conditions of approval and discussions herein.* *For further details regarding the Water Study Analysis, please refer to Section 16.05.040(A).* *The Council found that this standard has been met.* ***c) Dedications and/or public improvements on property frontages.*** *The Applicant proposed to develop the portion of the multi-use separated Quigley Road pathway on the property frontage. Mountain Rides has also requested land area for a future bus stop in this location, which could result in a slight redesign of the path such that it be located behind a future bus stop. The Council found that this standard has been met.* ***d) Dedication or provision of parks or green space.*** *See multiple Standards of Review in this report regarding the park space dedication, and the amount of park space in excess of City Standards. The Commission found that this standard has been met.*

				e) Provision of public service facilities. *See previous comments regarding a city well site and bus stops needed both on and off-site. The Council found that this standard has been met.* ***f) Construction of flood control canals or devices.*** *This property has experienced occasional sheet flooding during rain on snow events when the ground is frozen. The Commission found that this standard has been met.* ***g) Provisions for ongoing maintenance.*** *Roads within the subdivision will become public roads maintained by the City of Hailey. The park land will be dedicated to Hailey and maintained by the Parks Division. The Conditions of Approval address ongoing maintenance of sidewalks in winter, bus stops and landscape strips. The Council found that this standard has been met.* *The Council found that this standard has been met.*
☐	☐	☒	**D.**	**When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:** **1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.** **2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.** **3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.** **4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.** **5. Park land shall be most appropriately located on the Contiguous Parcels.** **6. Grading and drainage shall be appropriate to the Contiguous Parcels.** **7. Development shall avoid easements and hazardous or sensitive natural resource areas.** **The commission and council may require that any or all contiguous parcels be included in the subdivision.**
			Staff Comments	*N/A, as no contiguous parcel is owned by the Applicant.*

16.04.080: Perimeter Walls, Gates and Berms

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.04.080**	**The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around**

				individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.
			Staff Comments	*N/A, as it appears no perimeter walls, gates or landscape berms are proposed.*
16.04.090: Cuts, Fills, Grading and Drainage				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.**
			Staff Comments	*The site is flat and free of vegetation. No floodplain exists and the parcel is currently utilized as irrigated agricultural land with appurtenant water rights.* *Per the Applicant, grading is designed for minimal impact to natural grade (natural grade is approximately 0.5% sloping from north to south across the property).* *The Applicant is proposing to fill in an existing ditch along the north property boundary, which historically, has been used for flood irrigation. Parcel B, proposed to be developed during Phase II of the project, will remain an agricultural field, currently irrigated with a pivot.* *The Council found that this standard has been met.*
☐	☐	☒	**A. 1.**	**A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.**
			Staff Comments	*At this time, the City Engineer has not required that a Soils Report be prepared and/or submitted. The Council found that this standard has been met.*
☒	☐	☐	**A. 2.**	**A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:** **a) Proposed contours at a maximum of two (2) foot contour intervals;** **b) Cut and fill banks in pad elevations;** **c) Drainage patterns;** **d) Areas where trees and/or natural vegetation will be preserved;** **e) Location of all street and utility improvements including driveways to building envelopes; and** **f) Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.**
			Staff Comments	*Preliminary grading, drainage, landscaping, street and utility improvements have been shown on the Civil Plans and/or Landscaping Plans. City Staff has conducted an initial review and any comments and/or concerns are noted herein.* *The Council found that this standard has been met.*

			B.	**Design Standards: The proposed subdivision shall conform to the following design standards:**
☒	☐	☐	**B. 1.**	**Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.**
			Staff Comments	*Very little grading will be necessary as the site is relatively flat. Any and all excess material removed for the road base will be disposed of on Parcel A (park/open space), which will help to create unique and varied landscape features. The Council found that this standard has been met.*
☐	☐	☒	**B. 2.**	**Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.**
			Staff Comments	*N/A, as none exist onsite.*
☒	☐	☐	**B. 3.**	**Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.**
			Staff Comments	*Erosion control and re-vegetation shall be included in final design. The Council found that this standard has been met.*
☒	☐	☐	**B. 4.**	**Where cuts, fills or other excavation are necessary, the following development standards shall apply:** **a) Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.** **b) Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).** **c) Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability.** **d) Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.** **e) Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.**
			Staff Comments	*Proposed grading appears to meet standards; further review shall take place during final design. The Council found that this standard has been met.*
☒	☐	☐	**B. 5.**	**The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The**

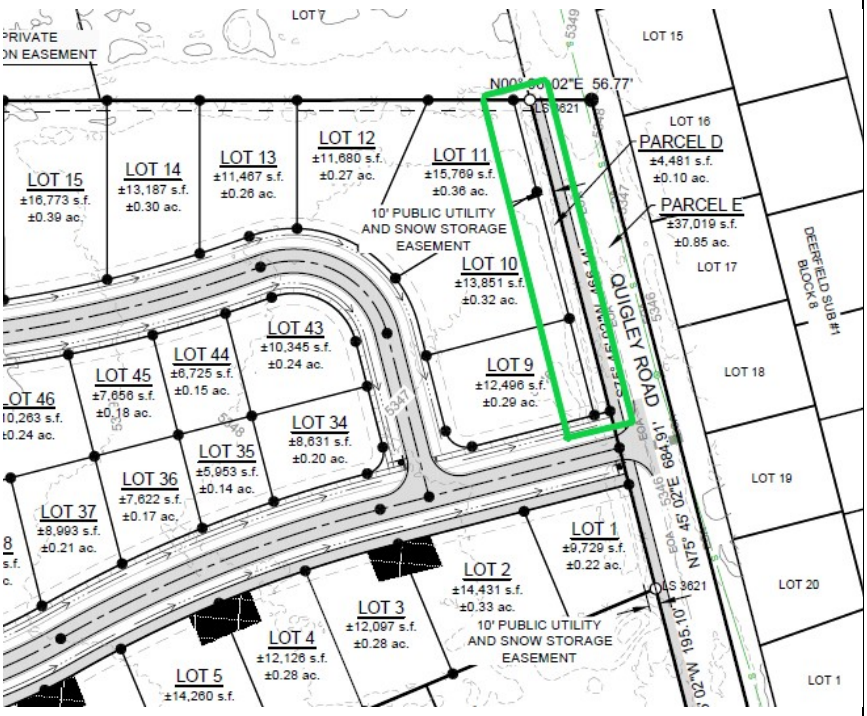
				developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water Discharge from Construction Activity" for all construction activity affecting more than one acre.
			Staff Comments	*A Storm Water Pollution Prevention Plan (SWPPP) will be necessary for any disturbances greater than one (1) acre and shall be provided at final design. This has been made a Condition of Approval.* *The Council found that this standard has been met.*
16.04.100: Overlay Districts				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
			A.	**Flood Hazard Overlay District:**
☐	☐	☒	**A. 1.**	**Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.**
			Staff Comments	*N/A, as the proposed subdivision is not located within the Flood Hazard Overlay District.*
☐	☐	☒	**A. 2.**	**Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.**
			Staff Comments	*N/A, as the proposed subdivision is not located within the Flood Hazard Overlay District.*
☐	☐	☒	**A. 3.**	**Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.**
			Staff Comments	*N/A, as the proposed subdivision is not located adjacent to the Big Wood River or its tributaries.*
☐	☐	☒	**B.**	**Hillside Overlay District:**
☐	☐	☒	**B. 1.**	**Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.**
			Staff Comments	*N/A, as the proposed subdivision is not located within the Hillside Overlay District.*
☐	☐	☒	**B. 2.**	**Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.**
			Staff Comments	*N/A, as the proposed subdivision is not located within the Hillside Overlay District.*
☒	☐	☐	**B. 3.**	**All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.**
			Staff Comments	*The Applicant shall obtain a Site Alteration Permit prior to any development occurring. This has been made a Condition of Approval. The Council found that this standard has been met.*
16.04.110: Parks, Pathways and Other Green Spaces				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***

☒	☐	☐	**A.**	**Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.**
			Staff Comments	*The project is proposed to be developed in two (2) phases. To fulfill the Park Area Requirements, as noted in the Hailey Municipal Code, the Applicant is proposing to dedicate a 4.54-acre park to the City. The proposed park space will include a variety of trees, shrubs, picnic table(s), trash container(s), dog station(s), bike rack(s), park bench(es), play field, slide and sledding hills and pathways connecting one subdivision to another; new trails to existing trails (see image below for further details).* *In addition to the Park Space, the Applicant is also proposing to develop 3.34 acres of open space, which is scheduled during Phase II of the project. The total park/open space contribution proposed between the two phases is 7.88 acres. The contribution exceeds the City's Park Contribution requirement.* *The Hailey Tree Committee met on February 13, 2020 and unanimously voted to accept the street tree plan/park design with the following recommendations:* • *All Ash Trees shall be removed* • *Additional plantings, with appropriate diversity, shall be incorporated* • *All plantings shall be wildlife appropriate*

				The Parks and Lands Board met on February 12, 2020 and unanimously voted to accept the park dedication and design as proposed. No recommendations and/or conditions were made. *The Council found that this standard has been met.*
			A. 1.	**Parks:**
☒	☐	☐	**A. 1. a.**	**The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:** **P = x multiplied by .0277** **"P" is the Parks contribution in acres** **"x" is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, "x" is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.**
			Staff Comments	*Mathematical calculations of this formula for the submitted plat result in the following requirements:* ***Project Buildout with Number of Units:*** *Project Buildout: 147 x .0277 = 4.07 acres (177,289 square feet)* *Proposed size of Park Parcel – Phase I: 4.54 acre (197,807 square feet)* *In addition to the park space, the Applicant is also proposing to develop 3.34 acres of open space, which is scheduled during Phase II of the project.* *The total park/open space proposed is approximately 3.81 acres in excess of the required park space, per the Hailey Municipal Code. This is an additional benefit to the City, which is described in more detail in the PUD Staff Report.*

				 The proposed park and open space are greater than the required park contribution. The Commission found that the proposed park/open meets and exceeds the Parks Contribution, as outlined in the Hailey Municipal Code. *The Parks and Lands Board met on February 12, 2020 and unanimously voted to accept the park dedication and design as proposed. No recommendations or conditions were made. The Commission found that this standard has been met.* *The Council found that this standard has been met.*
☐	☐	☒	**A.1.b**	**In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.**
			Staff Comments	*N/A, as the subdivision is located within the Limited Residential (LR-1) Zone District.*
☐	☐	☒	**A. 2.**	**Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.**
			Staff Comments	*N/A, as no paths are located on the property to be subdivided or on City property adjacent to the proposed project.*
☐	☐	☒	**B.**	**Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:**

				a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or **b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies),** **c) Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units.** d) **Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.**
			Staff Comments	*N/A*
☒	☐	☐	**C.**	**Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.**
			Staff Comments	*The Hailey Tree Committee met on February 13, 2020 and unanimously voted to accept the street tree plan/park design with the following recommendations:* • *All Ash Trees shall be removed* • *Additional plantings, with appropriate diversity, shall be incorporated* • *All plantings shall be wildlife appropriate* *The Parks and Lands Board met on February 12, 2020 and unanimously voted to accept the park dedication and design as proposed. No recommendations and/or conditions were made.* *The Council found that this standard has been met.*
			D.	**Minimum Requirements:**
☒	☐	☐	**D. 1.**	**Private Green Space: Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.**
			Staff Comments	*The Applicant is proposing Parcel D as private green space. Per the Applicant, said space will allow for a potential monument sign to the subdivision (see*

				image below). Note that this area may need to be slightly redesigned to accommodate the Mountain Rides bus stop. The Council found that this standard has been met.  *Parcel B will remain agricultural space until Phase II of the future subdivision is developed. The Commission found that this standard has been met.*
☒	☐	☐	**D. 2.**	**Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.**
			Staff Comments	*The proposed neighborhood park space will include a variety of trees, shrubs, picnic table(s), trash container(s), dog station(s), bike rack(s), park bench(es), play field, slide and sledding hills and pathways connecting one subdivision to another; new trails to existing trails (see image below for further details).*

More specifically, the Applicant is proposing to add a slide and natural play area (logs, boulders, etc.), stone steps, picnic area, bridge and benches, bike and pedestrian paths, sledding hill, small parking area and turf area.

The Applicant is also proposing the following trees to be incorporated within the park during Phase I of the project:

- *Two (2) Acer x Freemanii 'Jeffsred' of 4" caliper*
- *Ten (10) Crataegus Ambigua of 3" caliper*
- *Two (2) Gleditsia Triancanthos Inermis 'Skyline' of 4" caliper*
- *One (1) Gymnocladus Dioicus of 3" caliper*
- *Twelve (12) Juniperus Scopulorum of 8' B&B*
- *Fifteen (15) Malus X 'Snowdrift' of 8' B&B*
- *Three (3) Pseudotsuga Menziesii of 12' B&B*
- *Sixteen (16) Quercus Alba of 3" caliper*
- *Three (3) Syringa Reticulata of 3" caliper*
- *Four (4) Tilia Cordata of 4" caliper*

The following shrubs are also proposed to be incorporated within the park during Phase I of the project:

- *Thirty-eight (38) Amelanchier Canadensis of 8' B&B*

				- *Five (5) Prunus Tomentosa of 5 gallons* - *Eighty-three (83) Prunus Virginiana of 6' B&B* - *Twenty-five (25) Rhus Trilobata of 5 gallons* - *Thirty (30) Salix 'Flame' of 6' B&B* *Per the Hailey Municipal Code, Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of four (4") inch caliper or larger.* *In Phase I, the Applicant is proposing a total park space of 4.54 acres in size; therefore, a total of 60 trees are required.* *The Applicant is proposing a total of 68 trees, which is in excess of eight (8) trees, per the Hailey Municipal Code. Of the 60 trees required, nine (9) trees shall be of four (4") inch caliper or larger. The Applicant is proposing eight (8) trees of four (4") inch caliper or larger. The Applicant shall add at least one (1) more tree of four (4") inch caliper or larger to the proposed park space (Parcel A). This has been made a Condition of Approval.* *The Hailey Municipal Code further states that a maximum of 20% of any single tree species may be used (12 trees in total). The Applicant is proposing a total of 16 trees as a single species (Quercus Alba). This does not meet the Code Requirements and shall be revised to do so. This has been made a Condition of Approval.* *The Applicant is also proposing a total of 15 trees as a single species (Malus X 'Snowdrift'). This does not meet the Code Requirements and shall be revised to do so. This has been made a Condition of Approval.* *Furthermore, it was recommended that the Applicant Team consider substituting Quercus Alba with a mix of Quercus Bicolor (Swamp White Oak) and Quercus Macrocarpa (Bur Oak). The Applicant is in favor of this substitution, which will be incorporated into the Landscape Plans at final design.* *Water conservation will also be incorporated into the Maintenance Agreement developed for the public right-of-ways (please refer to the Conditions of Approval for further detail).* *The Council found that this standard has been met.*
☐	☐	☒	**D. 3.**	**Mini Park: A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.**
			Staff Comments	*N/A, as no mini park is proposed at this time.*
☐	☐	☒	**D. 4.**	**Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a**

				gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.
			Staff Comments	*N/A, as no park/cultural space is proposed at this time.*
☐	☐	☒	**D. 5.**	**Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.**
			Staff Comments	*N/A, as no pathways are proposed in a separate right-of-way. All pathways are proposed to be constructed in either road rights-of-way or within the park/open space parcels.*
☒	☐	☐	**E.**	**Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):**
☒	☐	☐	**E. 1.**	**Shall meet the minimum applicable requirements required by Subsection D of this section.**
			Staff Comments	*Please refer to Section 16.040.110 for further details.* *The Council found that this standard has been met.*
☒	☐	☐	**E. 2.**	**Shall provide safe and convenient access, including ADA standards.**
			Staff Comments	*This standard shall be met.* *The Council found that this standard has been met.*
☒	☐	☐	**E. 3.**	**Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.**
			Staff Comments	*No gates or restricted access are proposed. Whether private or public, the proposed park space shall be dedicated as public space to benefit the development and allow for public access.* *The Council found that this standard has been met.*
☒	☐	☐	**E. 4.**	**Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and**

				outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.
			Staff Comments	*The size of the proposed park space is configured in such a way that is welcoming to intended users. Whether private or public, the proposed park space shall be dedicated as public space to benefit the development, allow for public access, shall be unbuildable, and shall not be subdivided. It is accessible from Carbonate Street, Quigley Road, San Badger Drive and Gray's Starlight Drive for non-resident users. A small parking area, to better access the proposed park space, is also proposed. The number of parking spaces is yet to be determined.* *The proposed parcel is not located in drain ways, floodways or wetland areas. No non-recreational buildings are proposed at this time.* *The Council found that this standard has been met.*
☒	☐	☐	**E. 5.**	**Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.**
			Staff Comments	*The proposed park space does not appear to have a negative impact on adjacent properties and appears to enhance the character of the area. A landscape buffer is also proposed to separate the park space from the neighboring properties to the south.* *The Council found that this standard has been met.*
☒	☐	☐	**E. 6.**	**Shall require low maintenance or provide for maintenance or maintenance endowment.**
			Staff Comments	*The Applicant Team is proposing low maintenance landscaping, including turf, which will require trimming and mowing. A Maintenance Plan shall be provided. This has been made a Condition of Approval. Water rights are also proposed to be dedicated to service the new park; however, a backup system will likely be required. The Council found that this standard has been met.*
☒	☐	☐	**F.**	**Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):**
☒	☐	☐	**F. 1.**	**Shall meet the minimum applicable requirements required by Subsection D of this section.**
			Staff Comments	*All pathways and/or sidewalks are proposed to be constructed in either road rights-of-way or within the park/open space parcels. Said pathways provide connectivity to adjacent neighborhoods, as well as circulation within the subdivision.* *The Council found that this standard has been met.*
☒	☐	☐	**F. 2.**	**Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.**
			Staff Comments	*All pathways and/or sidewalks are proposed to be constructed in either road rights-of-way or within the park/open space parcels. Said pathways provide connectivity to adjacent neighborhoods, as well as circulation within the subdivision.*

				The Council found that this standard has been met.
			G.	**Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):**
☒	☐	☐	**G. 1.**	**Shall meet the minimum applicable requirements required by section 4.10.04 of this section.**
			Staff Comments	*Please refer to Section 16.04.110 for further details.* *The Council found that this standard has been met.*
☒	☐	☐	**G. 2.**	**Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).**
			Staff Comments	*The proposed park space (Phase I) complements that of the proposed open space (Phase II), creating one large, cohesive park. The park space nicely integrates and complements Curtis Park, an existing City park that abuts the proposed development. The proposed design is contiguous and interconnecting with the proposed open space and Curtis Park.* *Due to feedback and public input at the January 21, 2020, the Applicant has reconfigured the proposed park/open space to accommodate for smaller lots, relocate the proposed cottage single-family lots and provide better circulation through the site. The park/open space sees a more compact design, which is still contiguous and interconnecting with the existing Curtis Park (see image below).*

				The Council found that this standard has been met.
☐	☐	☒	**G. 3.**	**The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.**
			Staff Comments	*N/A, as minimal private green space is proposed (Parcel D only). This parcel will be utilized for monumentation only. The Council found that this standard has been met.*
☒	☐	☐	**G. 4.**	**The private ownership and maintenance of green space shall be adequately provided for by written agreement.**
			Staff Comments	*Draft C.C. & Rs have been submitted. Maintenance shall be managed and funded by the Subdivision's HOA, if private space is proposed.* *The Council found that this standard has been met.*
			H.	**In-Lieu Contributions:**
☐	☐	☒	**H. 1.**	**After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.**
			Staff Comments	*N/A, as no in-lieu contributions are proposed. The Parks and Lands Board met on February 12, 2020 and unanimously voted to accept the park dedication and design as proposed. No recommendations and/or conditions were made.*
☒	☐	☐	**H. 2.**	**The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (*e.g.*, square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (*e.g.*, $/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of these ordinances. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.**
			Staff Comments	*Please refer to Section 16.04.110 for further details.* *The Council found that this standard has been met.*
☒	☐	☐	**H. 3.**	**Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.**
			Staff Comments	*Please refer to Section 16.04.110 for further details.* *The Council found that this standard has been met.*
☒	☐	☐	**H. 4.**	**In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.**
			Staff Comments	*Please refer to Section 16.04.110 for further details.*

				The Council found that this standard has been met.
16.05: Improvements Required:				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.05.010**	**Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.**
			Staff Comments	*The Applicant intends to construct all necessary infrastructure.* *In the January 21, 2020 proposal, the Applicant requested that City Staff allow the installation of asphalt pathways in-lieu of concrete sidewalks on both sides of all public streets within the proposed subdivision. Per the Applicant, the proposed pathways would allow for safe pedestrian circulation throughout the subdivision and to adjacent neighborhoods/Quigley Canyon for recreation.* *This was a common discussion point at the January 21, 2020 public hearing. Sidewalks, site circulation and pedestrian-friendly subdivisions were noted in public comment. The Applicant has modified the application to incorporate sidewalks surrounding island-like blocks within the proposed subdivision. The Applicant's intent is to include enough sidewalk to walk around each block on the sidewalk. A multi-use path, which functions as a sidewalk, runs along San Badger Drive, connecting Old Cutters Subdivision with Quigley Road. This path also runs through the proposed park, connecting to Carbonate Street. The Applicant has stated that this combination of built sidewalk and a partial in-lieu payment will assist the City in the completion of the separated multi-use path along Quigley Road.* *The Applicant is requesting an approved alternative to the requirement for sidewalks within residential zoning districts. Pursuant Section 16.05.060, which states that, "Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness, and will promote the public health, safety and general welfare".* *The Applicant believes the addition of a 10'-wide asphalt path and the construction of sidewalks around all interior subdivision blocks is of a superior design and promotes the public health, safety and welfare. First, the Applicant believes the overall design is superior in that it best relates with the City's 2020 Resiliency efforts. The Applicant feels that it is wasteful to install*

				sidewalk on both sides of the street when a pedestrian could cross a low volume street to access the proposed sidewalk on the other side of the street. *Furthermore, the Applicant also believes the following contribute to the overall design and superiority than that of a neighborhood with sidewalks along both sides of the street:* • *Providing sidewalk on one side of the street allows for the separation of parking from pedestrian travel ways.* • *Providing a ten (10') foot wide asphalt path allows pedestrian traffic to more comfortably commute from north to south via the Old Cutters Subdivision and Quigley Road.* • *Funds from sidewalk infrastructure can be utilized elsewhere within the City, which can be applied to areas where pedestrian infrastructure is at a higher demand and/or a necessity.* *Lastly, the Applicant believes the proposed design promotes the health, safety and welfare of the public in two ways:* 1. *Providing sidewalks on one side of the street throughout the subdivision allows for pedestrians to circulate through and around the subdivision on a path separated from vehicular traffic.* 2. *By providing the multi-use path, the Applicant hopes it will further promote a healthy lifestyle where more emphasis is placed on non-vehicular travel.* *At the February 18, 2020 public hearing, the Commission commended the Applicant Team for their creative use of sidewalks and ability to better meet the needs of the residents of Hailey. The Council found the proposed design from the Applicant with regard to sidewalks and pathways adequate for the site.* *See comments elsewhere in this report regarding the need for a 12" water line serving the property.* *See discussion in the PUD Staff Report as to the environmental qualities of asphalt versus concrete.* *The Council found that this standard has been met.*
☒	☐	☐	**A.**	**Plans Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.**
			Staff Comments	*This standard will be met.* *The Council found that this standard has been met.*
☒	☐	☐	**B.**	**Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer**

				and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.
			Staff Comments	*This standard will be met. The Council found that this standard has been met.*
☒	☐	☐	**C.**	**Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.**
			Staff Comments	*This standard will be met.* *The Council found that this standard has been met.*
16.05.020: Streets, Sidewalks, Lighting, Landscaping				
☒	☐	☐	**16.05.020**	**Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.**
			Staff Comments	*All public infrastructure shall meet City specifications. No street lights are proposed at this time.* *In the Applicant's original proposal, in-lieu of concrete sidewalks, a 10'-wide separated multi-use asphalt path was proposed. For Phase I, this path paralleled Starlight Drive and Carbonate Street to the west. The path also meandered through the proposed park/open space. A separated multi-use asphalt path was also proposed adjacent to Quigley Road for the project frontage (see comments noted above regarding the completion of this path and contributions from Quigley Farm Development above).* *Upon their initial review the Commission recommended that the Applicant refine the proposed plat to consider the following:* • ***Consider additional sidewalks within the proposed subdivision.*** *This was a common discussion point at the January 21, 2020 public hearing. Sidewalks, site circulation and pedestrian-friendly subdivisions were noted in public comment. The Applicant modified the Application to incorporate sidewalks surrounding island-like blocks within the proposed subdivision. The Applicant's intent is to include enough sidewalk to walk around each block on the sidewalk. A multi-use path, which functions as a sidewalk, runs along San Badger Drive, connecting Old Cutters Subdivision with Quigley Road. This path also runs through the proposed park, connecting to Carbonate Street. The Applicant has stated that this combination of built sidewalk and a partial in-lieu payment will assist the City in the completion of the separated multi-use path along Quigley Road.*

At the February 18, 2020 hearing, the Commission commended the Applicant Team for the addition of sidewalks and their ability to better meet the needs of the residents of Hailey.

Additionally, the Applicant proposed to develop the portion of the multi-use separated Quigley Road pathway along the property frontage, which the Commission concurred with. Mountain Rides also requested land area for a future bus stop in this location, which would result in a slight redesign of the path such that it be located behind a future bus stop.

Mountain Rides suggested that the bus stop be completed with:

1. *An 80'-in-length, paved, off-street pull out for buses*
2. *Standard Mountain Rides bus stop signage*
3. *A Mountain Rides standard, or approved alternative, bus stop shelter, to be located east of the proposed intersection of Sunbeam Street and Quigley Road (southern entrance/exit to the subdivision) and on the north side of Quigley Road.*

To accompany this bus shelter, Mountain Rides requests that a bus stop serving passengers traveling in the opposite direction, be installed. Possible locations include:

1. *At/near the stop sign on Sunbeam Street, where it intersects with Quigley Road.*
2. *On the south side of Quigley Road, directly across from Bus Stop A, to be located on the north side of Quigley Road.*

				Mountain Rides also requested that a bus stop be located in the right-of-way fronting the southwest property line of proposed Lot 54 in the Sunbeam Subdivision (Phase I). This bus stop would include: *1. An 80' length of curb painted red.* *2. Standard Mountain Rides bus stop signage.* *3. A Mountain Rides standard, or approved alternative, bus stop shelter, serving passengers in the opposite direction from the bus stop located in front of proposed Lot 54.* *Lastly, Mountain Rides requested that a bus stop be located across the proposed street, Gray's Starlight Drive, fronting the proposed park in Block 6.* *Based on the above recommendations outlined by Mountain Rides, the Commission made the following Conditions of Approval:* - *The Applicant shall set aside land area for the following public transit facilities and accessories in the following areas:* o *Intersection of Quigley Road and San Badger Drive (north side of Quigley Road):* ▪ *Land area shall be set aside for a future bus stop location along the property frontage of Quigley Road. This area shall allow for a future paved bus stop 80' in length with adequate off-street pullout for buses.* ▪ *Additional land area shall allow for standard Mountain Rides bus stop signage and bus stop shelter, to be located east of the proposed intersection of San Badger Drive and Quigley Road (southern entrance/exit to the subdivision) and on the north side of Quigley Road.* o *Public right-of-way fronting the southwest property line of proposed Lot 54 in the Sunbeam Subdivision (Phase I) and public right-of-way fronting the proposed park in Block 6 (across Gray's Starlight Drive):* ▪ *Land area shall be set aside for a future bus stop location along the property frontage of at locations suitable to Mountain Rides and the Applicant. This area shall allow for a future paved bus stop 80' in length with adequate off-street pullout for buses and red-painted curb.* ▪ *Additional land area shall allow for standard Mountain Rides bus stop signage and bus stop shelter adequate to serve passengers in the opposite direction from the bus stop located in front of proposed Lot 54.* ▪ *The PUD Development Agreement shall stipulate bus stop curb, signage and shelter improvements to take place in Phase II of the project.*

				For further details, comments and/or concerns noted by City Staff with regard to Streets, Sidewalks, Lighting and Landscaping, please refer to Section 17.06.050. *The Council found that this standard has been met.*
☒	☐	☐	**A.**	**Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)**
			Staff Comments	*Any and all proposed street cuts shall be per this standard and shall be approved by the Streets Division prior to construction.* *All infrastructure will require detailed final construction drawings, to be submitted to the City and approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures. This has been made a Condition of Approval.* *The Council found that this standard has been met.*
☒	☐	☐	**B.**	**Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.**
			Staff Comments	*Street names and signage are proposed. All proposed street names have been reviewed and approved by the City and the Assessor's Office. A Street Signage Plan will be needed. This has been made a Condition of Approval.* *The Council found that this standard has been met.*
☐	☐	☒	**C.**	**Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIIIB of the Hailey Zoning Ordinance.**
			Staff Comments	*N/A, as no street lights are shown and/or proposed.*
16.05.030: Sewer Connections				
☒	☐	☐	**16.05.030**	**Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**

			Staff Comments	*Sewer services are shown from each lot and connecting into an eight (8") inch sewer main. Connection details to the existing sewer system shall be approved by the Wastewater Division prior to construction. All infrastructure will require detailed final construction drawings, to be submitted to the City and approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures. This has been made a Condition of Approval.* *The Commission found the following recommendations by the Wastewater Division appropriate and concurred that said recommendations be listed as Conditions of Approval:* *1. As stated in prior reviews, the sewer effluent will need to be split so a portion transmits southerly and a future portion transmits westerly. A sewer profile shall be provided for review.* *2. A minimum 6" sewer service is recommended for future. redevelopment parcels 14 & 67. This will be required at final design.* *The Council found that this standard has been met.*
16.05.040: Water Connections				
☒	☐	☐	**A.**	**Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**
			Staff Comments	*Water services are shown from each lot and connecting into an eight (8") inch water main. The City is exploring a new water supply location to increase our firm capacity, to provide a redundant supply for filling the Quigley reservoir and increase the flow rate, and hopes of possibly increasing the water pressure very minimally in the nearby area.* *The City Engineer concurs that the City does need to increase water supply due to demand approaching FIRM capacity. The additional irrigation demands from the Sunbeam development will contribute to this need to increase supply. The applicant offered a cash contribution of $200,000 towards the development of a new well at previous meetings.* *Since that time, the City Engineer has concurred with the City's water rights special counsel. The City Engineer recommended at the May 19, 2020 public hearing that the Council consider the irrigation water rights as a superior long-term benefit to the City, and the Council concurred. The draft Development Agreement reflects the Council's decision on this matter.*

				The consulting firm SPF made a preliminary recommendation that the best location for a new municipal well site would be the Sunbeam property. The Council found that a new well site on the Sunbeam property, outlined in the May 19, 2020 public hearing as Option 1, was the preferred alternative. *Connection details to the existing water system shall be approved by the Water Division prior to construction. All infrastructure will require detailed final construction drawings, to be submitted to the City and approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures. This has been made a Condition of Approval.* *The Commission found the following recommendations by the Water Division appropriate and concurred that said recommendations be listed as Conditions of Approval:* - *Water valve locations shall be provided at final design.* - *Proposed tree plantings shall be located 5' or more from the water main, water services or water vaults. Trees located within 10' of water mains shall be the Applicant's or lot Owner's responsibility to replace if damaged due to water main repair or maintenance.* - *Water mains shall be located 5' or more from the property lines or other obstructions (i.e., trees, etc.).* - *A 'hot tap' shall be installed at the Quigley Road tie in.* *Please refer to Section 16.04.070(C) regarding municipal potable water use relative to water conservation.* *The 2020 Northridge Pressure Study determined the minimum pressure in the Northridge/Old Cutters area was 32-36 psi and recommended solutions that would result in a projected increase to 45 psi (DEQ required minimum pressure is 40 psi). The recommended improvements are proposed to be incorporated into a pending Capital Improvement Plan project list for completion this year.* *The SPF Water Analysis for the proposed Sunbeam Subdivision, dated February 3, 2020, used the 2020 Northridge Pressure Study Model to assess impacts with the assumption that recommended improvements are in place. This analysis determined that the addition of Sunbeam Subdivision, with the proposed irrigation demands, would reduce the "to be achieved" Northridge/Old Cutters water pressure from 45 psi down to 43 psi upon completion of both phases. The SPF Analysis also determined that fire flows are acceptable and may be slightly improved over existing conditions.* *The 2015 Facilities Planning Study Capital Improvement Project #10 is construction of a new well at an estimated cost of $732,000 excluding land acquisition. The recently completed 2020 Northridge Pressure Study also recommends commencing the process of constructing a new well (Alternatives 4A/B/C) with the estimated cost of approximately $1.05 million*

				excluding land and water right acquisition. (See comments elsewhere in this report regarding a preferred well site on the Sunbeam property). *<u>Water (source):</u>* • *2015 FPS FIRM Capacity: 7.30 mgd* • *2015 FPS Total Capacity: 9.79 mgd* • *2015 FPS Max Day Demand projected for 2019: 7.9 mgd* • *Measured SCADA Capacity: 10.29 mgd (7,150 gpm)* • *Measured Demand 2019 (with irrigation): 6.2 mgd* *<u>Notes:</u>* • *SCADA capacity is higher because Turbine provides 1200 gpm vs. 845 gpm in Facility Planning Study.* *<u>Water (rights):</u>* • *2015 FPS Combined Water Right DIVERSION RATE for the POTABLE water supply (page 54) composed of well production plus Indian Creek is 10.4 mgd (7200 gpm or 16.05 cfs), which is projected to satisfy demands until 2034.* • *2015 FPS identifies non potable water rights via surface canals or via permitted wells in excess of the previously identified potable rights.* *The Council found that this standard has been met.*
☐	☐	☒	**B.**	**Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.**
			Staff Comments	*N/A, as this project is not within the Townsite Overlay (TO) District.*
16.05.050: Drainage				
☒	☐	☐	**16.05.050**	**Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)**
			Staff Comments	*Drainage details have been submitted. Review of drainage calculations will take place during final design. Design appears to be sufficient for anticipated runoff.* *The Council found that this standard has been met.*
16.05.060: Utilities				
☒	☐	☐	**16.05.060**	**Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.**
			Staff Comments	*Utilities will be constructed and installed underground. This has been made a Condition of Approval. Additional utility company comment and engineering details will be required at final design.*

				The Council found that this standard has been met.
16.05.070: Parks, Green Space				
☒	☐	☐	**16.05.070**	**Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.**
			Staff Comments	*Please refer to Section 16.04.110 for further detail.* *The Council found that this standard has been met.*
16.05.080: Installation to Specifications; Inspections				
☒	☐	☐	**16.05.080**	**Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the City engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.**
			Staff Comments	*An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with the Hailey Municipal Code.* *The City will need to select an inspector, to be paid for by the Applicant, for all water, sewer, and roadway infrastructure during construction.* *The Council found that this standard has been met.*
16.05.090: Completion; Inspections; Acceptance				
☒	☐	☐	**A.**	**Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.**
			Staff Comments	*This standard shall be met.* *The Council found that this standard has been met.*
☐	☐	☒	**B.**	**The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)**
			Staff Comments	*N/A, as completion of all major infrastructure by the Developer is preferred over bonding.*
16.05.100: As Built Plans and Specifications				
☒	☐	☐	**16.05.100**	**As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the City engineer. (Ord. 1191, 2015)**

			Staff Comments	*As built drawings will be required. This standard will be met. The Council found that this standard has been met.*

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Planning and Zoning Commissions makes the following Conclusions of Law:

1. Adequate notice, pursuant to Chapter 16.03 of the Hailey Municipal Code was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The Application for Preliminary Plat, as presented on the day these findings are signed, is approved by the Planning and Zoning Commission.

DECISION

The Application for the Preliminary Plat Subdivision (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 85 units on 70 lots. This includes development of four (4) cottage single-family lots (18 units in total) is hereby by approved, subject to the following Conditions 1-19:

General Conditions:

1. This project is a phased project and is a Planned Unit Development (PUD). This approval is for Phase I of the overall plan. An Area Development Plan and Phasing Plan shall be adopted as part of the PUD Development Agreement prior to approval of the Phase I Preliminary Plat.

2. All Fire Department and Building Department requirements shall be met.

3. Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Hailey Municipal Code.

4. All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.

5. The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a Phasing Agreement.

6. Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat.

7. Any Application Development Fees shall be paid prior to recordation Final Plat.

8. Prior to construction, the Applicant shall submit the following:

a) A Site Alteration Permit
b) A Storm Water Pollution Prevention Plan (SWPPP)
c) An Erosion Control Plan

Streets and Right-of-Ways:

9. All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to:

    A. The Applicant shall submit a Street Signage Plan at final design.
    B. The Applicant shall submit a Traffic Control Plan and Construction Staging Plan at final design.
    C. All proposed roads within the development shall be dedicated public streets according to City Standard 12.04.010, shall allow public parking and be subject to all other uses and restrictions identified in City Code, with the exception of any private streets approved as part of development of cottage lots.
    D. Vision triangles shall be unobstructed at intersections. This shall be shown on the Civil Plans at final design.
    E. Minimal driveway crossings of the 10'-wide multi-use paths are preferred.
    F. A final landscape plan for the rights-of-way, acceptable to the City and the Applicant, shall be developed prior to final approval of construction drawings, including tree locations.
    G. The Applicant will enter into a Maintenance Agreement with the City, binding on the Subdivision's HOA, to address landscape maintenance, HOA maintenance of the native grass area between the pathway and roadway, trees, grass and installation and repair of associated irrigation (with the exception of costs to water the landscaping) within the public right-of-way. The Maintenance Agreement shall spell out responsibilities if trees are damaged during snow maintenance and other events.
    H. The Subdivision's HOA shall keep the 10'-wide multi-use path on San Badger Drive free of snow year-round commencing at the time of Phase II final plat recordation.
    I. All utilities shall be installed underground.
    J. Detailed plans for the proposed pathway/existing Old Cutters sidewalks for the tie in at Gray's Starlight Drive and San Badger Drive shall be provided at final design.
    K. A portion of Doc Bar Drive within the Old Cutters Subdivision is unpaved. The Applicant shall pave this portion of the street prior to recordation of the final plat of Phase II.
    L. Two cost estimates to determine the final amount of the Phase I partial sidewalk in-lieu payment shall be provided. Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the partial sidewalk in-lieu payment prior to City Council review of Final Plat.
    M. Canal crossing/Culvert details for the pathway canal shall be provided at final design.
    N. Drywell and other construction details shall be provided at final design.
    O. The Applicant shall set aside land area for the following public transit facilities and accessories in the following areas:

i. Intersection of Quigley Road and San Badger Drive (north side of Quigley Road):
    a) Land area shall be set aside for a future bus stop location along the property frontage of Quigley Road. This area shall allow for a future paved bus stop 80' in length with adequate off-street pullout for buses.
    b) Additional land area shall allow for standard Mountain Rides bus stop signage and bus stop shelter, to be located east of the proposed intersection of San Badger Drive and Quigley Road (southern entrance/exit to the subdivision) and on the north side of Quigley Road.

ii. Public right-of-way fronting the southwest property line in the vicinity of proposed Lot 54 in the Sunbeam Subdivision (Phase I) and public right-of-way fronting the proposed park in Block 6 (across Gray's Starlight Drive):
    a) Land area shall be set aside for a future bus stop location along the property frontage of at locations suitable to Mountain Rides and the Applicant. This area shall allow for a future paved bus stop 80' in length with adequate off-street pullout for buses and red-painted curb.
    b) Additional land area shall allow for standard Mountain Rides bus stop signage and bus stop shelter adequate to serve passengers in the opposite direction from the bus stop located in front of proposed Lot 54.
    c) The PUD Development Agreement shall stipulate bus stop curb, signage and shelter improvements to take place in Phase II of the project.

Water and Wastewater:

10. All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to:
    A. Water valve locations shall be provided at final design.
    B. Proposed tree plantings shall be located 5' or more from the water main, water services or water vaults. Trees located within 10' of water mains shall be the Applicant's or lot Owner's responsibility to replace if damaged due to water main repair or maintenance.
    C. Water mains shall be located 5' or more from the property lines or other obstructions (i.e., trees, etc.).
    D. A 'hot tap' shall be installed at the Quigley Road tie in.
    E. The sewer effluent shall be split so Phase I transmits southerly and Phase II portion transmits westerly. A sewer profile shall also be provided at final design.
    F. A minimum 6" sewer service shall be installed for future redevelopment parcels (i.e., Lots 8, 42, 50 and 65).

Parks and Open Space:

11. Final design for the Phase 1 Park, including detailed review of improvements, shall be approved by the City Council prior to preliminary plat approval.

12. Pursuant Section 16.04.110 of the Hailey Municipal Code, the Applicant shall install at least one

(1) more tree of four (4") inch caliper or larger in the proposed park space (Parcel A).

13. Pursuant Section 16.04.110 of the Hailey Municipal Code, a maximum of twenty (20%) percent of any single tree species may be used. Sixty (60) trees are required and of those, only twelve (12) trees can be of a single species. The sixteen (16) Quercus Alba Trees shall be reduced to twelve (12) trees.

14. Pursuant Section 16.04.110 of the Hailey Municipal Code, a maximum of twenty (20%) percent of any single tree species may be used. Sixty (60) trees are required and of those, only twelve (12) trees can be of a single species. Fifteen (15) Malus X 'Snowdrift' Trees shall be reduced to twelve (12) trees.

Other:

15. Hiawatha Canal:

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

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

    A. For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.
    B. For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty-five percent (35%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.
    C. For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.
    D. For lots greater than 14,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf.
    E. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.
    F. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.

17. A plat note (Plat Note No. _____) shall be added that states, "Three (3) single-family cottages lots containing not less than 18 cottage units are proposed within the Subdivision or unless otherwise approved by the City. All single-family cottage lots shall be developed as designated on the plat".

18. A plat note (Plat Note No. _____) shall be added that states, “Pet food shall be stored and fed in a manner that does not attract nuisance wildlife, such as skunks, raccoons, magpies and red foxes”.

19. A plat note (Plat Note No. _____) shall be added that states, “Recreational activities shall follow the Administrative Guidelines for Winter Wildlife, as set forth by Blaine County, the City of Hailey, the Bureau of Land Management and the Idaho Department of Fish and Game”.

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

-**SUBJECT:**

Consideration of Findings of Fact, Conclusions of Law and Decision of a Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at 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.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code Title 16 (IFAPPLICABLE)

-**BACKGROUND:**

The Council conducted a public hearing on this project at the May 26, 2020 public hearing, after deliberation and discussion, the Council voted to approved the Preliminary Plat, subject to conditions. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

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		_x__	Engineer	___	Building
___	Library	_x__ planning		___	Fire Dept.	___	_____
___	Safety Committee	___P & Z Commission		___	Police	___	_____
__x_	Streets	__x_ Public Works, Parks		___	Mayor	___	_____

-

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Block 2, Sweetwater P.U.D. Subdivision, Phase 1 Preliminary Plat.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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-**ACTION OF THE CITY COUNCIL**:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Block 2, Sweetwater P.U.D. Subdivision, Phase 1 Preliminary Plat.

_____

Date _____

City Clerk _____

-**FOLLOW-UP**:

*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: _____

Copies (all info.): Copies

Instrument # _____

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On May 26, 2020, the City Council approved a Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. This property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review was approved for this project on February 19, 2019.

The Planning and Zoning Commission enters these Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Background:

On March 30, 2020, the Planning and Zoning Commission approved a Plat Application by Kilgore Properties, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision (located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho), where Phase 1 of Block 2 is subdivided into 14 sublots, consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. . The total development comprises of 6.5 acres. This project is located with the Limited Business (LB) Zoning District. This property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review was approved for this project on December 16, 2019.

Notice:

Notice for the May 11, 220 public hearing was published in the Idaho Mountain Express on April 22, 2020 and mailed to property owners and public agencies on April 22, 2020. The project was continued on record at the May 11, 2020 public hearing to May 26, 2020.

Background:

Consideration of a Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. All driveways are oriented toward internal alleys (Heartland Way, Hopper way and Herder's Way); all onsite parking is located below grade or within the proposed structures.

A 69,696 square foot park is existing and meets the park requirements of the Hailey Municipal Code. The project is located in the Limited Business (LB) Zone District.

Procedural History:

The Application was submitted on January 8, 2020 and certified complete on January 17, 2020**.** public hearing before the Planning and Zoning Commission was planned for March 16, 2020, in the meeting room of Hailey City Hall. This project was continued on record at the March 16, 2020 public hearing to

March 30, 2020. The Planning and Zoning Commission approved this project on March 30, 2020 and approved the Findings of Fact dated April 6, 2020 at the April 6, 2020 Public Hearing.

As noted, this property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review for the project (Phase I through IV) was approved December 16, 2019.

Standards of Evaluation for a Subdivision				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**17.06.050**	**Complete Application**
☒	☐	☐	**Department Comments**	**Engineering:** *No comments at this time.*
				Life/Safety: *No comments at this time.*
				Water and Sewer: *The Water and Wastewater Divisions, and Applicant Team have been working to resolve and/or solidify design details prior to issuance of a Building Permit. The items noted below have either been resolved and/or made Conditions of Approval (the Applicant's response to said issues are noted in bold and italics):* *Water Division:* - *The plans do not show where the meter vaults will be set or show that there will be meter vaults going in. It appears a fire system will be going into Building #18. No isolation valve on the water main has been shown. A second line is going into the same building. Is this a separate domestic line? Please clarify.* ***Water meter cans are now shown on water service lines, as well as Plan and Profile Sheets (Sheet C-300). The 4" water service for the condominium building is noted as typical, with valve shown on service. All 2" water services for condominium buildings are noted as typical.*** *Wastewater Division:* - *Are sewer services connected to the center of each unit?* ***Sewer laterals for townhouse units have been moved to the center of each unit.*** - *There was no indication that the mainline going into the existing manhole SSMH 103 would need to be core drilled at a different angle than it currently exists.* ***A note has been added to remove existing sewer main stub (Sheet C-300). A new main to be installed at proposed angle.*** - *Any and all meter vaults that are located in asphalt or concrete shall have metal collars on them for the meter vault lids. This has been made a Condition of Approval.* *To ensure all items have been resolved, a final review and approval will be conducted prior to issuance of a Building Permit.*
				Building: *No comments at this time.*
				Streets: *The Streets Division and Applicant Team have been working to resolve and/or solidify design details prior to issuance of a Building Permit. The items noted below have either been resolved and/or made Conditions of Approval (the Applicant's response to said issues are noted in bold and italics):* - *Continental crosswalks shall be installed instead of 12" lines.* ***The crosswalk on Shenandoah Drive in Phase I has been changed and noted as a continental pattern (Sheet C-600). Future crosswalk in Phase II on Shenandoah Drive and Maple Leaf Drive have also been updated to be continental pattern.***

				- *The stop bar located on Countryside Boulevard in the east bound lane seems to be out of place. Please remedy.* ***This stop bar has been removed (Sheet C-600).*** - *The Signage and Striping Plan doesn't call out all of the signs along Shenandoah Drive. There need to be accessible parking signs adjacent to the accessible on-street parking.* ***Accessible parking signage has been shown by accessible parking stall(s) (Sheet C-600).*** - *Will there be no parking fire lane at the entrances into the project?* ***"No Parking – Fire Lane" Signage, noted as typical on entrances (Sheet C-600).*** - *Crosswalk Signs shall be provided at the Shenandoah Drive and Maple Leaf crosswalks on Shenandoah Drive.* ***These signs have been added in our base files' signage will be installed with crosswalks in Phase II of constructions.*** - *An R7-203a Sign pertaining to snow routes shall be installed.* ***"Snow Route – No Parking" signs have been shown on the Signage and Striping Plan (Sheet C-600).*** *To ensure all items have been resolved, a final review and approval will be conducted prior to issuance of a Building Permit.*
				Landscaping/Parks: *No comments at this time.*
☒	☐	☐	**16.04.010 Development Standards**	**Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.**
			Staff Comments	*Please refer to the specific standards as noted herein.*

16.04.020: Streets:

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
			16.04.020	**Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.**
☒	☐	☐	**A.**	**Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.**
			Staff Comments	*The subject parcel is located along Shenandoah Drive and north of Countryside Boulevard, both existing streets. Three (3) private roads, Heartland Way (an extension of the existing alley), Hopper Way and Herder's Way, are proposed to service the townhouses, condominium units and live/work units. Hopper Way will extend into future phases of the proposed development.* *All driveways are oriented toward these private alleys; all onsite parking is located below grade or within the proposed structures.* *Street alignments for Shenandoah Drive, Heartland Way, Hopper Way and Herder's Way are adequate to safely accommodate existing and anticipated vehicular traffic.* *The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.**
			Staff Comments	*N/A, as no cul-de-sacs or dead-end streets and alleys are proposed.*

☒	☐	☐	**C.**	**Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.**
			Staff Comments	*Access to the site can be achieved from Shenandoah Drive. Vehicle congestion, terrain and other factors that could limit access are not anticipated.* *The City Council found that this standard has been met.*
☒	☐	☐	**D.**	**Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.**
			Staff Comments	*The subject parcel is located along Shenandoah Drive and north of Countryside Boulevard, both existing streets. Three (3) private roads, Heartland Way (an extension of the existing alley), Hopper Way and Herder's Way, are proposed to service the townhouses, condominium units and live/work units. Hopper Way will extend into future phases of the proposed development.* *No three-way intersections are proposed at this time and it appears that all streets are interesting at 90-degree angles.* *The City Council found that this standard has been met.*
☐	☐	☒	**E.**	**Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.**
			Staff Comments	*N/A, as Shenandoah Drive and Countryside Boulevard are existing. Heartland Way, Hopper Way and Herder's Way are proposed to be 26'-wide and private alleys. No traffic calming measures are proposed at this time.*
☒	☐	☐	**F.**	**Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.**
			Staff Comments	*The private alleys, Heartland Way, Hopper Way and Herder's Way, meet the minimum City Standard of 24' in width. The private alleys are proposed to be 26'-wide.* *The City Council found that this standard has been met.*
☒	☐	☐	**G.**	**Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.**
			Staff Comments	*Heartland Way, Hopper Way and Herder's Way are proposed as private alleys. Shenandoah Drive and Countryside Boulevard are existing. Roadway travel surfaces and widths meet City Standards.* *The City Council found that this standard has been met.*

☒	☐	☐	**H.**	**Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.**
			Staff Comments	*The site is generally flat. Road grades appear to be at least two (2%) percent or greater, but not more than six (6%) percent.* *The City Council found that this standard has been met.*
☒	☐	☐	**I.**	**Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm water Discharge from Construction Activity" for all construction activity affecting more than one acre**.
			Staff Comments	*The City Engineer will review all proposed storm sewers, drywells and other drainage facilities. Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval.* *The City Council found that this standard has been met.*
☒	☐	☐	**J.**	**Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.**
			Staff Comments	*Stop signs will be required and are shown to be installed and/or relocated at the corner of Countryside Boulevard and Shenandoah Drive. Any new signage shall be installed per City Standards, which a final review and approval of will be conducted prior to issuance of a Building Permit.* *The City Council found that this standard has been met.*
☒	☐	☐	**K.**	**Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.**
			Staff Comments	*The streets within the proposed project are existing platted streets, including: Shenandoah Drive and Countryside Boulevard. The internal alleys, Heartland Way, Hopper Way and Herder's Way, are private alleys, which will be privately maintained.* *The proposed alley names have been confirmed with the Blaine County Assessor as being new alley names, not similar to other streets within Blaine County.* *The City Council found that this standard has been met.*
			L.	**Private Streets:**
☐	☐	☒	**L. 1.**	**Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.**
			Staff Comments	*N/A, as Heartland Way, Hopper Way and Herder's Way are private alleys and will be maintained by the homeowner's association. The private alleys meet the minimum total width of 26'-wide and shall be constructed to meet City Standards.*

☒	☐	☐	**L. 2.**	**Private streets, wherever possible, shall provide interconnection with other public streets and private streets.**
			Staff Comments	*The proposed alleys, Heartland Way and Herder's Way, connect to Shenandoah Drive, Hopper Way connects to Shenandoah Drive via Heartland Way and Herder's Way. Shenandoah Drive is a public street.* *The City Council found that this standard has been met.*
☒	☐	☐	**L. 3.**	**The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.**
			Staff Comments	*The private alleys, Heartland Way, Hopper Way and Herder's Way, have been platted as private drives; however, no indication has been made on the plat that said parcel is an unbuildable parcel.* *Previous platting processes of the Sweetwater Subdivision imply that all private, internal alleys of the development are to be unbuildable, without requiring a plat note designating it as such. The Commission may wish to discuss whether to require that the proposed private alleys be dedicated as unbuildable parcels on the plat or continue as previously done.* *The City Council found that this standard has been met.*
☒	☐	☐	**L. 4.**	**Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.**
			Staff Comments	*This standard has been met. The private alleys proposed are Heartland Way, Hopper Way and Herder's Way.* *The City Council found that this standard has been met.*
☒	☐	☐	**L. 5.**	**Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.**
			Staff Comments	*Private alleys, Heartland Way, Hopper Way and Herder's Way, are proposed. The overall site plan (Phase I-IV) proposes 90,247 square feet of parking, hardscape and pedestrian circulation. 25% of 90,247 square feet is 22,562 square feet. 26,059 square feet for snow storage has been provided.* *The City Council found that this standard has been met.*
☒	☐	☐	**L. 6.**	**Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (*e.g.*, between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10'x20') if angle parking, or ten feet by twenty-four feet (10'x24') if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.**
			Staff Comments	*Per the Hailey Municipal Code, Multi-Family Dwellings are required to provide at least 1.5 onsite parking spaces. Overall, the project contains, twelve (12), three-story townhomes (39 units in total), seven (7), ten-plex, three-story condominiums (70 units in total), one (1) three-plex live/work building and one (1) four-plex live/work building are*

				proposed; therefore, 174 onsite parking spaces are required. The site plan shows a total of 254 onsite parking spaces: a two (2) car garage per townhouse unit, a one (1) car garage per condo unit, which totals 164 parking spaces. 64 off-street parking spaces and 28 on-street parking spaces are also proposed. *For Phase I of the project, two (2), three-story townhomes (six units in total), one (1) three-plex live/work building (three units in total) and one (1) four-plex live/work building (four units in total), and one (1) condominium building (ten units in total) are proposed; therefore, 34 onsite parking spaces are required. The site plan shows a total of 36 onsite parking spaces: a two (2) car garage per townhouse unit and a one (1) car garage per condominium unit. Twelve (12) off-street parking spaces and ten (10) additional onsite parking spaces are also proposed.* *That said and as agreed upon in the original PUD Agreement dated August 14, 2006, below grade parking and/or parking stalls at basement levels are required. Over 70% of all parking stalls are located within the structure (two-car garage) and all driveways are oriented toward internal alleys, so as not to negatively affect the quality of the pedestrian environment.* *Due to the nature of all proposed onsite parking being below grade parking and/or parking stalls at basement level, which was determined in and comply with the original PUD Agreement, the excess parking complies with the standards set forth herein, as well as with the provisions outlined in the original PUD Agreement dated August 14, 2006.* *The City Council found that this standard has been met.*
			M.	**Driveways:**
☒	☐	☐	**M. 1.**	**Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (*e.g.*, no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.**
			Staff Comments	*The proposed townhouses, condominium units and live/work units can be accessed via Heartland Way, Hopper Way and Herder's Way (via Shenandoah Drive), the proposed private alleys. All driveways are oriented toward these private alleys and all onsite parking is located below grade or within the proposed structures.* *The City Council found that this standard has been met.*
☒	☐	☐	**M. 2.**	**Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:** **a) Accessing one residential unit: twelve feet (12')** **b) Accessing two residential units: sixteen feet (16')** **No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.**
			Staff Comments	*Driveways will be constructed of an all-weather surface. Each driveway constructing in Phase I will access one (1) residential unit, with the exception of the ten-plex condominium building. This driveway will access ten (10) residential units and is approximately 110' in length. The remaining driveways, accessing one (1) residential unit, are proposed to have a driveway width of approximately 16'.* *The City Council found that this standard has been met.*
☐	☐	☒	**M. 3.**	**Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.**

			Staff Comments	*N/A, as no driveways exceed 150'.*
☒	☐	☐	**M. 4.**	**Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.**
			Staff Comments	*All driveways and the proposed private alleys, Heartland Way, Hopper Way and Herder's Way, will be maintained by the homeowner's association.* *The City Council found that this standard has been met.*
☒	☐	☐	**M. 5.**	**The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.**
			Staff Comments	*This standard has been met.* *The City Council found that this standard has been met.*
☒	☐	☐	**M. 6.**	**No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.**
			Staff Comments	*All driveways are oriented toward Heartland Way, Hopper Way and Herder's Way, the private alleys. Said driveways do not appear to impact existing infrastructure and appear to be compatible with existing and planned residential units.* *The City Council found that this standard has been met.*
☒	☐	☐	**N.**	**Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**
			Staff Comments	*The internal alleys, Heartland Way, Hopper Way and Herder's Way, have been reviewed by the Fire Chief as to its functioning as an access lane. It has been found acceptable and complies with the IFC Requirements, as well as other applicable codes and ordinances.* *The City Council found that this standard has been met.*
☒	☐	☐	**O.**	**Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**
			Staff Comments	*Please refer to Section 16.04.020(N), comments noted above, for further information.* *The City Council found that this standard has been met.*

16.04.030: Sidewalks and Drainage Improvements

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.**
			Staff Comments	*A new 5'-wide sidewalk is shown along the perimeter of the proposed project. This perimeter sidewalk will connect to interior sidewalks, providing safe access and sufficient circulation around and through the site. To safely access each unit, 4'-wide sidewalks are also shown. The proposed sidewalks shall be constructed according to applicable City Standards.* *In Phase I, a continental crosswalk, utilizing thermoplastic materials, will also be installed across Shenandoah Drive, at the intersection of Shenandoah Drive and Countryside Boulevard.*

				Drainage appears to be adequate for the site, but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit. *The City Council found that this standard has been met.*
☒	☐	☐	**B.**	**The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.**
			Staff Comments	*Please refer to Section 16.04.030(A), comments noted above, for further information.* *The City Council found that this standard has been met.*
☒	☐	☐	**C.**	**New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.**
			Staff Comments	*A new five (5') foot-wide sidewalk is proposed along the perimeter of the proposed project. This sidewalk will run parallel to Shenandoah Drive, approximately 600' in length, before curving to the east and crossing Shenandoah Drive (continental crosswalk, which utilizes thermoplastic materials). This sidewalk will connect to existing pathways found near and around the park space and amenity building.* *The City Council found that this standard has been met.*
☒	☐	☐	**D.**	**Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.**
			Staff Comments	*Please refer to Section 16.04.030 for further information. This standard will be met.* *The City Council found that this standard has been met.*
☐	☐	☒	**E.**	**The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.**
			Staff Comments	*N/A*
16.04.040: Alleys and Easements				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
			A.	**Alleys:**
☒	☐	☐	**A. 1.**	**Alleys shall be provided in all Business District and Limited Business District developments where feasible.**
			Staff Comments	*The private drives, Heartland Way, Hopper Way and Herder's Way, are proposed and shall serve the proposed townhouses, condominium units and live/work units. Said drives are proposed to function as access, as well as a public utility easement for the site.* *The City Council found that this standard has been met.*
☒	☐	☐	**A. 2.**	**The minimum width of an alley shall be twenty-six (26') feet.**
			Staff Comments	*Heartland Way, Hopper Way and Herder's Way are proposed to be twenty-six (26') feet wide.* *The City Council found that this standard has been met.*
☐	☐	☒	**A. 3.**	**All alleys shall be dedicated to the public or provide for public access.**
			Staff Comments	*The private drives, Heartland Way, Hopper Way and Herder's Way, are proposed and shall serve the proposed townhouses, condominium units and live/work units. Said drives are proposed to function as access, as well as a public utility easement for the site.* *The City Council found that this standard has been met.*
☐	☐	☒	**A. 4.**	**All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.**

			Staff Comments	*The private drives, Heartland Way, Hopper Way and Herder's Way, are proposed and shall serve the proposed townhouses, condominium units and live/work units. Said drives are proposed to function as access, as well as a public utility easement for the site.* *The City Council found that this standard has been met.*
☒	☐	☐	**A. 5.**	**Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.**
			Staff Comments	*The private drives, Heartland Way, Hopper Way and Herder's Way, are proposed and shall serve the proposed townhouses, condominium units and live/work units. Said drives are proposed to function as access, as well as a public utility easement for the site. Drainage appears to be adequate for the site, but will be reviewed by City Staff and shall meet the approval of the City Engineer.* *The City Council found that this standard has been met.*
☐	☐	☒	**A. 6.**	**Dead-end alleys shall not be allowed.**
			Staff Comments	*N/A, as no dead-end alleys are proposed.*
☒	☐	☐	**A. 7.**	**Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.**
			Staff Comments	*Easements are currently shown for utilities in the twenty-six (26') foot wide private alleys, Heartland Way, Hopper Way and Herder's Way.* *The City Council found that this standard has been met.*
☒	☐	☐	**B.**	**Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:**
			Staff Comments	*Easements are currently shown for utilities in the twenty-six (26') foot wide private alleys, Heartland Way, Hopper Way and Herder's Way.* *The City Council found that this standard has been met.*
☐	☐	☒	**B. 1.**	**To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.**
			Staff Comments	*N/A, as this site does not border the Big Wood River.*
☐	☐	☒	**B. 2.**	**To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement**

				shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.
			Staff Comments	*No natural resource, riparian area, hazardous area or other limitation requires an easement, as specified above, for the proposed subdivision.* *The City Council found that this standard has been met.*
☒	☐	☐	**B. 3.**	**To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.**
			Staff Comments	*Private alleys, Heartland Way, Hopper Way and Herder's Way, are proposed. The overall site plan (Phase I-IV) proposes 90,247 square feet of parking, hardscape and pedestrian circulation. 25% of 90,247 square feet is 22,562 square feet. 26,059 square feet for snow storage has been provided.* *The City Council found that this standard has been met.*
16.04.050: Blocks				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.04.050**	**Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.**
			Staff Comments	*N/A, as no blocks are proposed.*
16.04.060: Lots				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.060**	**Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.**
			Staff Comments	*All proposed lots are sublots, ranging in size from 2,046 square feet to 21,036 square feet (ten-plex condominium building). There is a total of fourteen (14) sublots proposed in Phase I of the development, which is approximately 1.25 acres in size. Phase I, thereby allows for the construction of approximately 30 sublots. The Applicant is proposing to construct a total of 14 sublots in Phase I.* *The original P.U.D. Development Agreement addresses the above standard, which was granted August 14, 2006:* - *Maximum Density:* o *Townhouse sublot density shall increase from 12 sublots per acre to 24 sublots per acre.* *The City Council found that this standard has been met.*
☐	☐	☒	**A.**	**If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and**

				provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.
			Staff Comments	*N/A*
☐	☐	☒	**B.**	**Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).**
			Staff Comments	*N/A, as no double frontage lots are proposed.*
☐	☐	☒	**C.**	**No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.**
			Staff Comments	*Parcel A is shown on the Preliminary Plat as Park/Common Open Space. No unbuildable lots are platted.* *The City Council found that this standard has been met.*
☐	☐	☒	**D.**	**A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The "flagpole" portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The "flagpole" shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.**
			Staff Comments	*N/A, as no flag lots are proposed.*
☒	☐	☐	**E.**	**All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.**
			Staff Comments	*Eight (8) of the sublots will have frontage on either Countryside Boulevard or Hopper Way (condominium units). The remaining six (6) sublots will have frontage on the proposed courtyard/common space.* *The City Council found that this standard has been met.*
☐	☐	☒	**F.**	**In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.**
			Staff Comments	*N/A, as this project is not located within the Townsite Overlay (TO) Zone District.* *The City Council found that this standard has been met.*

16.04.070: Orderly Development				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.**
			Staff Comments	*A Phasing Plan and Agreement were developed during the P.U.D. process. Per the Second Amendment to the P.U.D. Agreement, dated December 27, 2010:*

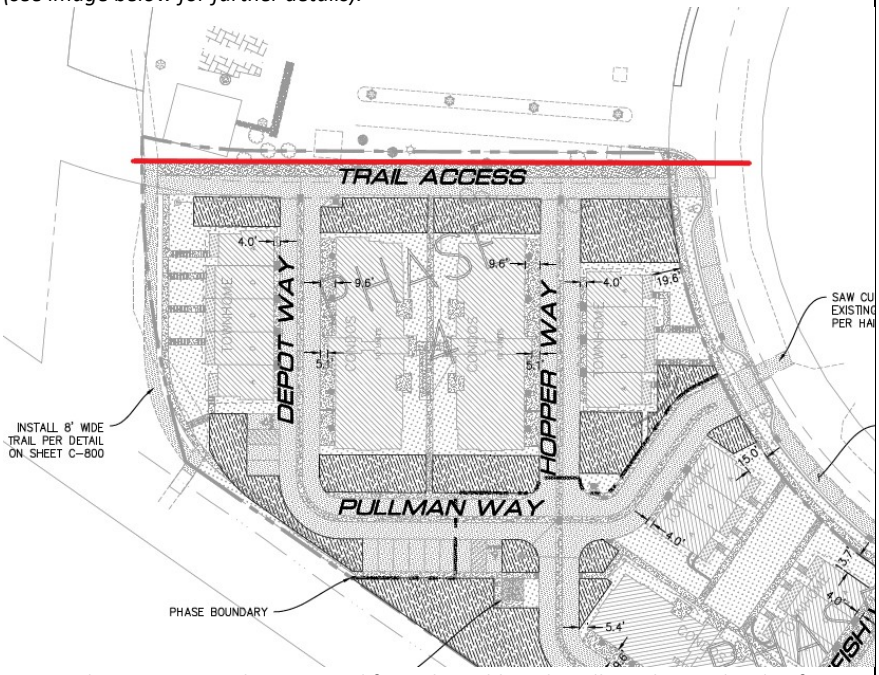
				- *All roads, alleys and infrastructure necessary to serve a given building within the project, shall be installed prior to completion of the building, without regard to phasing or time restrictions associated with any prior Phasing Plan.* *No other revisions, specific to this project, were made in the subsequent amendments to the original P.U.D. Agreement.* *The City Council found that this standard has been met.*
☒	☐	☐	**B.**	**<u>Agreement:</u> Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.**
			Staff Comments	*A Phasing Plan and Agreement were developed during the P.U.D. process. Per the Second Amendment to the P.U.D. Agreement, dated December 27, 2010:* - *All roads, alleys and infrastructure necessary to serve a given building within the project, shall be installed prior to completion of the building, without regard to phasing or time restrictions associated with any prior Phasing Plan.* *No other revisions, specific to this project, were made in the subsequent amendments to the original P.U.D. Agreement.* *The City Council found that this standard has been met.*
☐	☐	☒	**C.**	**<u>Mitigation of Negative Effects:</u> No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:** **a) Provision of on-site or off-site street or intersection improvements.** **b) Provision of other off-site improvements.** **c) Dedications and/or public improvements on property frontages.** **d) Dedication or provision of parks or green space.** **e) Provision of public service facilities.** **f) Construction of flood control canals or devices.** **g) Provisions for ongoing maintenance.**
			Staff Comments	*N/A*
☐	☐	☒	**D.**	**When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:** **1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.** **2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.** **3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.** **4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.** **5. Park land shall be most appropriately located on the Contiguous Parcels.** **6. Grading and drainage shall be appropriate to the Contiguous Parcels.** **7. Development shall avoid easements and hazardous or sensitive natural**

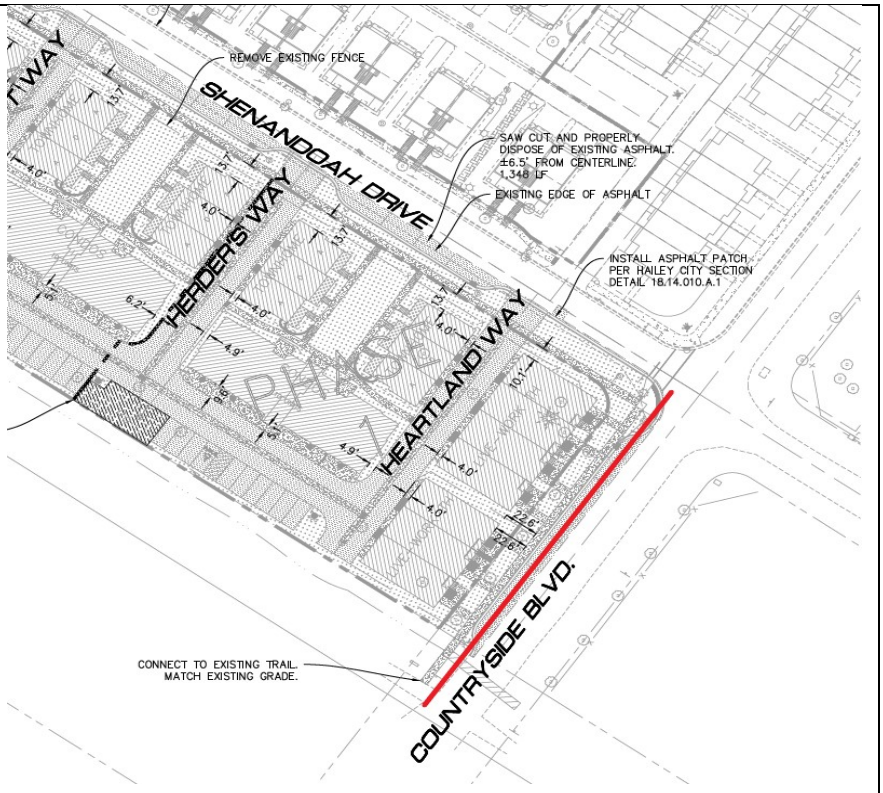
				resource areas. **The commission and council may require that any or all contiguous parcels be included in the subdivision.**
			Staff Comments	*N/A*
16.04.080: Perimeter Walls, Gates and Berms				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.04.080**	**The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.**
			Staff Comments	*N/A, as no perimeter walls, gates or landscape berms are proposed. Retaining walls are proposed to be located at the western entrance to the townhomes and will be constructed of materials that have been utilized elsewhere within the Sweetwater Development. Said walls will be constructed out of the same block materials used in previous phases.*
16.04.090: Cuts, Fills, Grading and Drainage				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.**
			Staff Comments	*The site is relatively flat and free of vegetation. A Flood Hazard Development Permit has been submitted.* *The City Council found that this standard has been met.*
☐	☐	☒	**A. 1.**	**A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.**
			Staff Comments	*N/A, as the City Engineer has not required a Soils Report from the Applicant. A Soils Report, prepared by Butler and Associates, was submitted in 2006, and is available for review, if so desired.*
☒	☐	☐	**A. 2.**	**A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:** **a) Proposed contours at a maximum of two (2) foot contour intervals;** **b) Cut and fill banks in pad elevations;** **c) Drainage patterns;** **d) Areas where trees and/or natural vegetation will be preserved;** **e) Location of all street and utility improvements including driveways to building envelopes; and** **f) Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.**
			Staff Comments	*A Grading Plan has been submitted and has been included with this report.* *The City Council found that this standard has been met.*
			B.	**Design Standards: The proposed subdivision shall conform to the following design standards:**
☒	☐	☐	**B. 1.**	**Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.**

			Staff Comments	*Very little grading will be necessary as the site is relatively flat. That said, a Grading Plan has been submitted and will be reviewed and approved by the City Engineer prior to issuance of a Building Permit.* *The City Council found that this standard has been met.*
☐	☐	☒	**B. 2.**	**Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.**
			Staff Comments	*N/A*
☒	☐	☐	**B. 3.**	**Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.**
			Staff Comments	*Erosion control and re-vegetation shall be included in final design.* *The City Council found that this standard has been met.*
☒	☐	☐	**B. 4.**	**Where cuts, fills or other excavation are necessary, the following development standards shall apply:** **a) Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.** **b) Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).** **c) Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability.** **d) Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.** **e) Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.**
			Staff Comments	*Proposed grading and drainage appear to be adequate for the site, but shall meet the approval of the City Engineer.* *A Flood Hazard Development Permit Application has been submitted and approved by the City's Floodplain Manager. This permit and supporting documentation have been attached to this report.* *The City Council found that this standard has been met.*
☒	☐	☐	**B. 5.**	**The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water Discharge from Construction Activity" for all construction activity affecting more than one acre.**
			Staff Comments	*A Drainage Plan has been submitted and storm water will be retained onsite. Runoff is within the landscaped/parking areas and is directed to drywells, as noted on the Drainage Plan. The Drainage Plan will be reviewed and approved by the City Engineer prior to issuance of a Building Permit.*

				Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval. *The City Council found that this standard has been met.*
16.04.100: Overlay Districts				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
			A.	**Flood Hazard Overlay District:**
☒	☐	☐	**A. 1.**	**Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.**
			Staff Comments	*A standard plat note has been added notifying future buyers that portions of the property are within the Flood Hazard Overlay District.* *Pursuant to Section 16.04.100 of the Hailey Municipal Code, a Flood Hazard Development Permit Application shall accompany the Preliminary Plat Application for Commissioner review. The Flood Hazard Development Permit Application has been submitted and approved by the City's Floodplain Manager. This permit and supporting documentation have been attached to this report.* *The City Council found that this standard has been met.*
☒	☐	☐	**A. 2.**	**Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.**
			Staff Comments	*To the extent possible, most of the proposed building envelopes are located outside of the Floodplain and Flood Hazard Overlay District.* *A Flood Hazard Development Permit Application has been submitted and has been approved by the City's Floodplain Manager.* *The City Council found that this standard has been met.*
☐	☐	☒	**A. 3.**	**Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.**
			Staff Comments	*N/A, as the proposed subdivision is not located adjacent to the Big Wood River or its tributaries.*
☒	☐	☐	**B.**	**Hillside Overlay District:**
☐	☐	☒	**B. 1.**	**Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.**
			Staff Comments	*N/A, as the proposed subdivision is not located within the Hillside Overlay District.*
☐	☐	☒	**B. 2.**	**Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.**
			Staff Comments	*N/A, as the proposed subdivision is not located within the Hillside Overlay District.*
☒	☐	☐	**B. 3.**	**All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.**
			Staff Comments	*The Developer shall obtain a Site Alteration Permit prior to any development occurring. This has been made a Condition of Approval.* *The City Council found that this standard has been met.*
16.04.110: Parks, Pathways and Other Green Spaces				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***

☒	☐	☐	**A.**	**Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.**
			Staff Comments	*A 1.6-acre (69,696 square feet) park/open space is existing. Said space is open to the public and is maintained by the Sweetwater Homeowner's Association.* *The City Council found that this standard has been met.*
			A. 1.	**Parks:**
☐	☐	☒	**A. 1. a.**	**The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:** **P = x multiplied by .0277** **"P" is the Parks contribution in acres** **"x" is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, "x" is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.**
			Staff Comments	*N/A, as Park/Open Space is existing and was developed accordingly:* *The prior rezone of the subject property, effective May 5, 2005, was pursuant to a Development Agreement that identified the park contribution the owner, or any subsequent owners, would be required to make upon development of the parcel. The required contribution was [a] creation of park space four-tenths (.4) of an acre in size, to be provided for the residents residing in the development, which "shall be developed as undedicated park space in conformity with Section 4.10 or 16.04.110 of the Hailey Subdivision Ordinance pertaining to park standards", and [b] a payment to the City of $390,000 as an in-lieu parks contribution for 1.2 acres.* *A 1.6-acre Park/Open Space was constructed to benefit the residents of the development. Per the Development Agreement dated April 25, 2005, any foregoing payments and designated improvements shall be deemed final and conclusive as to the park land improvements for the development of the property. No additional park land improvements will be required by the City, other than as set forth in the Development Agreement, or agreed to, in writing.* *No revisions to this provision were made in subsequent amendments.* *The City Council found that this standard has been met.*
☒	☐	☐	**A.1.b**	**In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.**
			Staff Comments	*The subdivision is located in the Limited Business (LB) Zoning District. Please see Section 16.04.110 for further details.* *The City Council found that this standard has been met.*
☒	☐	☐	**A. 2.**	**Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.**

			Staff Comments	*A new five (5') foot-wide sidewalk is proposed along the perimeter of the proposed project. This sidewalk will run parallel to Shenandoah Drive, approximately 600' in length, before curving to the east and crossing Shenandoah Drive (continental crosswalk, which utilizes thermoplastic materials). This sidewalk will connect to existing pathways found near and around the park space and amenity building.* *Pedestrian connections are also shown at the northwestern end of the parcel, connecting to the Wood River Trail, and from the Wood River Trail to Shenandoah Drive (see image below for further details).*  *A second connection is also proposed from the public sidewalk on the north side of Countryside Boulevard to the Wood River Trail (see image below for further details).*

				 *The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:** **a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or** **b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies),** **c) Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units.** d) **Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.**
			Staff Comments	*N/A*
☐	☐	☒	**C.**	**Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such**

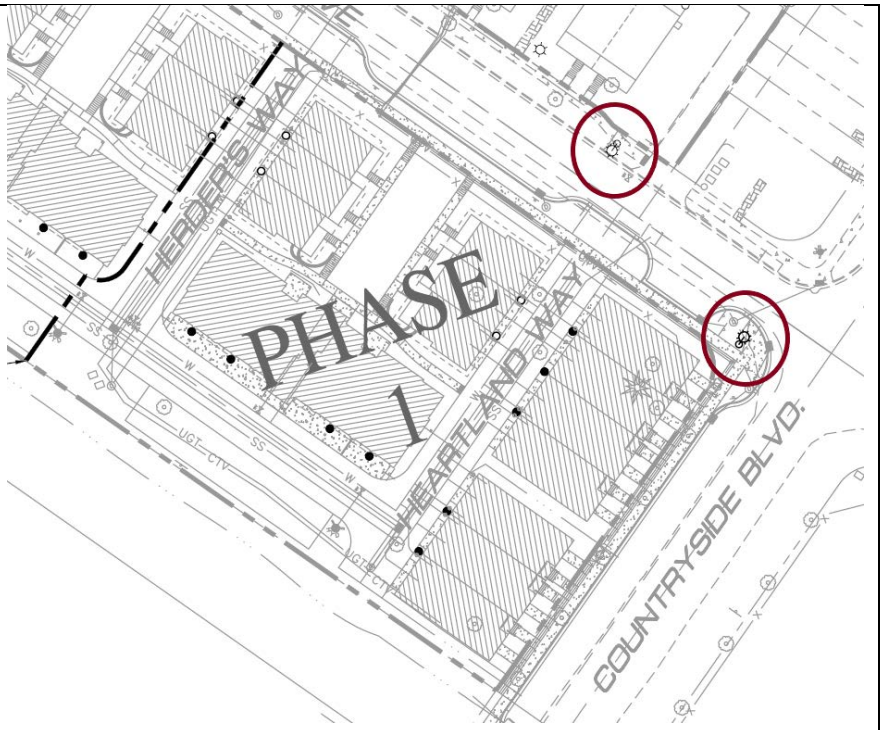
				recommendation will be based on compliance with the master plan and provisions of this ordinance.
			Staff Comments	*N/A, as this application is part of an earlier P.U.D. Development Agreement. Park/Open Space was addressed at that time and is existing. No additional Park/Open Space is proposed or required at this time.*
			D.	**Minimum Requirements:**
☒	☐	☐	**D. 1.**	**Private Green Space: Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.**
			Staff Comments	*Please refer to Section 16.04.110(A.1.a) for further information.* *The City Council found that this standard has been met.*
☐	☐	☒	**D. 2.**	**Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.**
			Staff Comments	*N/A*
☐	☐	☒	**D. 3.**	**Mini Park: A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.**
			Staff Comments	*N/A*
☐	☐	☒	**D. 4.**	**Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.**
			Staff Comments	*N/A*
☒	☐	☐	**D. 5.**	**Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.**
			Staff Comments	*Please refer to Section 16.04.110(A)2 for further details.* *The City Council found that this standard has been met.*

☒	☐	☐	**E.**	**Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):**
☒	☐	☐	**E. 1.**	**Shall meet the minimum applicable requirements required by Subsection D of this section.**
			Staff Comments	*Please refer to Section 16.04.110(A.1.a) for further information.* *The City Council found that this standard has been met.*
☒	☐	☐	**E. 2.**	**Shall provide safe and convenient access, including ADA standards.**
			Staff Comments	*This standard shall be met.* *The City Council found that this standard has been met.*
☒	☐	☐	**E. 3.**	**Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.**
			Staff Comments	*Please refer to Section 16.04.110(A.1.a) for further information.* *The City Council found that this standard has been met.*
☐	☐	☒	**E. 4.**	**Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.**
			Staff Comments	*N/A*
☐	☐	☒	**E. 5.**	**Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.**
			Staff Comments	*N/A*
☒	☐	☐	**E. 6.**	**Shall require low maintenance or provide for maintenance or maintenance endowment.**
			Staff Comments	*Please refer to Section 16.04.110(A.1.a) for further information.* *The City Council found that this standard has been met.*
☒	☐	☐	**F.**	**Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):**
☒	☐	☐	**F. 1.**	**Shall meet the minimum applicable requirements required by Subsection D of this section.**
			Staff Comments	*Please refer to Section 16.04.110(A.1.a) for further information.* *The City Council found that this standard has been met.*
☒	☐	☐	**F. 2.**	**Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.**
			Staff Comments	*Please refer to Section 16.04.110(A.1.a) for further information.* *The City Council found that this standard has been met.*
			G.	**Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):**
☒	☐	☐	**G. 1.**	**Shall meet the minimum applicable requirements required by section 4.10.04 of this section.**

			Staff Comments	*Please refer to Section 16.04.110 for further detail.* *The City Council found that this standard has been met.*
☐	☐	☒	**G. 2.**	**Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).**
			Staff Comments	*N/A, as public and private green spaces on the same property or adjacent properties are not proposed and/or existing.*
☒	☐	☐	**G. 3.**	**The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.**
			Staff Comments	*The standard has been met as part of the original and subsequent amendments to the P.U.D. Development Agreement dated January 10, 2005.* *The City Council found that this standard has been met.*
☒	☐	☐	**G. 4.**	**The private ownership and maintenance of green space shall be adequately provided for by written agreement.**
			Staff Comments	*Maintenance of the Park/Open Space is currently managed and funded by the Sweetwater Homeowner's Association. This standard has been met.* *The City Council found that this standard has been met.*
			H.	**In-Lieu Contributions:**
☐	☐	☒	**H. 1.**	**After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.**
			Staff Comments	*N/A, as Park/Open Space is existing and was developed accordingly:* *The prior rezone of the subject property, effective May 5, 2005, was pursuant to a Development Agreement that identified the park contribution the owner, or any subsequent owners, would be required to make upon development of the parcel. The required contribution was [a] creation of park space four-tenths (.4) of an acre in size, to be provided for the residents residing in the development, which "shall be developed as undedicated park space in conformity with Section 4.10 or 16.04.110 of the Hailey Subdivision Ordinance pertaining to park standards", and [b] a payment to the City of $390,000 as an in-lieu parks contribution for 1.2 acres.* *A 1.6-acre Park/Open Space was constructed to benefit the residents of the development. Per the Development Agreement dated April 25, 2005, any foregoing payments and designated improvements shall be deemed final and conclusive as to the park land improvements for the development of the property. No additional park land improvements will be required by the City, other than as set forth in the Development Agreement, or agreed to, in writing.* *No revisions to this provision were made in subsequent amendments.*
☒	☐	☐	**H. 2.**	**The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (*e.g.*, square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (*e.g.*, $/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of these ordinances. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.**
			Staff Comments	*Please reference Section 16.04.110 for further detail.* *The City Council found that this standard has been met.*
☒	☐	☐	**H. 3.**	**Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition,**

				construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.
			Staff Comments	*Please reference Section 16.04.110 for further detail.* *The City Council found that this standard has been met.*
☒	☐	☐	**H. 4.**	**In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.**
			Staff Comments	*Please reference Section 16.04.110 for further detail.* *The City Council found that this standard has been met.*
16.05: Improvements Required:				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.05.010**	**Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.**
			Staff Comments	*The Applicant intends to construct all necessary infrastructure, if the project is approved.* *The City Council found that this standard has been met.*
☒	☐	☐	**A.**	**Plans Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.**
			Staff Comments	*This standard will be met.* *The City Council found that this standard has been met.*
☒	☐	☐	**B.**	**Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.**
			Staff Comments	*This standard will be met.* *The City Council found that this standard has been met.*
☒	☐	☐	**C.**	**Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.**
			Staff Comments	*This standard will be met.* *The City Council found that this standard has been met.*

16.05.020: Streets, Sidewalks, Lighting, Landscaping				
☒	☐	☐	**16.05.020**	**Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.**
			Staff Comments	*A variety of issues and/or concerns were noted during the Design Review Hearing and in the Design Review Findings of Fact, dated December 16, 2019. Together, the Public Works Department and Applicant Team have worked to solidify design details of the project. A final review and approval will be conducted prior to issuance of a Building Permit.* *The City Council found that this standard has been met.*
☒	☐	☐	**A.**	**Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)**
			Staff Comments	*Any and all street cuts for the installation of the water and sewer mains shall be per this standard.* *Connection details to the existing water system shall be approved by the Wastewater Division prior to construction. Street cuts shall be approved by the Streets Division prior to construction.* *All infrastructure will be approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.* *The City Council found that this standard has been met.*
☒	☐	☐	**B.**	**Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.**
			Staff Comments	*A Street Signage and Striping Plan has been submitted. Any new signage shall be installed per City Standards, which a final review and approval of will be conducted prior to issuance of a Building Permit.* *The City Council found that this standard has been met.*
☒	☐	☐	**C.**	**Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIIIB of the Hailey Zoning Ordinance.**
			Staff Comments	*Two (2) street lights are proposed within Phase I of the development (see image below for further details).*

				 *All street lights will be maintained by the Sweetwater Homeowner's Association and all infrastructure will be approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.* *The City Council found that this standard has been met.*
16.05.030: Sewer Connections				
☒	☐	☐	**16.05.030**	**Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**
			Staff Comments	*A variety of issues and/or concerns were noted during the Design Review Hearing and in the Design Review Findings of Fact, dated December 16, 2019. Further comments and or concerns have been also noted herein (please refer to Section 17.06.050 for further details). Together, the Public Works Department and Applicant Team have worked to solidify design details of the project. A final review and approval will be conducted prior to issuance of a Building Permit.* *The City Council found that this standard has been met.*
16.05.040: Water Connections				
☒	☐	☐	**A.**	**Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in**

				accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
			Staff Comments	*A variety of issues and/or concerns were noted during the Design Review Hearing and in the Design Review Findings of Fact, dated December 16, 2019. Further comments and or concerns have been also noted herein (please refer to Section 17.06.050 for further details). Together, the Public Works Department and Applicant Team have worked to solidify design details of the project. A final review and approval will be conducted prior to issuance of a Building Permit.* *The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.**
			Staff Comments	*N/A, as this project is not within the Townsite Overlay (TO) District.*
16.05.050: Drainage				
☒	☐	☐	**16.05.050**	**Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)**
			Staff Comments	*Drainage appears to be adequate for the site, but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit.* *The City Council found that this standard has been met.*
16.05.060: Utilities				
☒	☐	☐	**16.05.060**	**Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.**
			Staff Comments	*All utilities are shown to be installed underground. A 26'-wide Public Utility Easement beneath the private alleys, Heartland Way, Hopper Way and Herder's Way, have been dedicated for this purpose.* *The City Council found that this standard has been met.*
16.05.070: Parks, Green Space				
☒	☐	☐	**16.05.070**	**Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.**
			Staff Comments	*See Section 16.04.110 for further detail.* *The City Council found that this standard has been met.*
16.05.080: Installation to Specifications; Inspections				
☒	☐	☐	**16.05.080**	**Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the City engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.**
			Staff Comments	*An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with City of Hailey code.*

				The City will need to select an inspector, to be paid for by the Applicant, for all water, sewer, and roadway infrastructure during construction. *The City Council found that this standard has been met.*
16.05.090: Completion; Inspections; Acceptance				
☒	☐	☐	**A.**	**Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.**
			Staff Comments	*This standard shall be met.* *The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)**
			Staff Comments	*N/A, as the completion of all major infrastructure by the Developer is preferred over bonding.*
16.05.100: As Built Plans and Specifications				
☒	☐	☐	**16.05.100**	**As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the City engineer. (Ord. 1191, 2015)**
			Staff Comments	*As built drawings will be required. This standard will be met.* *The City Council found that this standard has been met.*
16.08: Townhouses:				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.08.010**	**Plat Procedure: The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)**
			Staff Comments	*This standard shall be met.* *The City Council found that this standard has been met.*
☒	☐	☐	**16.08.020**	**Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)**
			Staff Comments	*All garages are located on the same sublot as the principle dwelling and have been designated on the Preliminary Plat as such.*

				The City Council found that this standard has been met.
☒	☐	☐	**16.08.030**	**Storage, Parking Areas: Residential townhouse developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015)**
			Staff Comments	*Per the Hailey Municipal Code, Multi-Family Dwellings are required to provide at least 1.5 onsite parking spaces. Overall, the project contains, twelve (12), three-story townhomes (39 units in total), seven (7), ten-plex, three-story condominiums (70 units in total), one (1) three-plex live/work building and one (1) four-plex live/work building are proposed; therefore, 174 onsite parking spaces are required. The site plan shows a total of 254 onsite parking spaces: a two (2) car garage per townhouse unit, a one (1) car garage per condo unit, which totals 164 parking spaces. 64 off-street parking spaces and 28 on-street parking spaces are also proposed.* *For Phase I of the project, two (2), three-story townhomes (six units in total), one (1) three-plex live/work building (three units in total) and one (1) four-plex live/work building (four units in total), and one (1) condominium building (ten units in total) are proposed; therefore, 34 onsite parking spaces are required. The site plan shows a total of 36 onsite parking spaces: a two (2) car garage per townhouse unit and a one (1) car garage per condominium unit. Twelve (12) off-street parking spaces and ten (10) additional onsite parking spaces are also proposed.* *That said and as agreed upon in the original PUD Agreement dated August 14, 2006, below grade parking and/or parking stalls at basement levels are required. Over 70% of all parking stalls are located within the structure (two-car garage) and all driveways are oriented toward internal alleys, so as not to negatively affect the quality of the pedestrian environment.* *Due to the nature of all proposed onsite parking being below grade parking and/or parking stalls at basement level, which was determined in and comply with the original PUD Agreement, the excess parking complies with the standards set forth herein, as well as with the provisions outlined in the original PUD Agreement dated August 14, 2006.* *The City Council found that this standard has been met.*
☒	☐	☐	**16.08.040**	**Construction Standards: All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)**
			Staff Comments	*Please refer to the analysis of Title 16 above for further detail.* *The City Council found that this standard has been met.*
☒	☐	☐	**16.08.050**	**General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)**
			Staff Comments	*Please refer to the analysis of Title 16 above for further detail.* *The City Council found that this standard has been met.*
☒	☐	☐	**16.08.060**	**Expiration: Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a**

				period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015)
			Staff Comments	*This standard will be met.* *The City Council found that this standard has been met.*
☐	☐	☒	**16.08.070**	**Conversion: The conversion by subdivision of existing units into townhouses shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)**
			Staff Comments	*N/A*
☒	☐	☐	**16.08.080**	**Density: The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)**
			Staff Comments	*The proposed parcel is zoned Limited Business (LB), which allows for twenty (20) units per one (1) acre. Overall, the proposed parcel is 6.50 acres in size. The original P.U.D Development Agreement, dated August 14, 2006, granted a waiver, which allowed the townhouse sublot density to increase from 12 sublots per acre, to 24 sublots per acre. The Applicant is proposing a total of fourteen (14) sublots in Phase I of the development, which is approximately 1.25 acres in size. This provision allows the Applicant to construct a total of approximately 30 sublots in Phase I; however, the Applicant has chosen to construct a total of 14 sublots, or 16 sublots less than what is currently allowed, pursuant the Planned Unit Development Agreement.* *The City Council found that this standard has been met.*
☐	☐	☒	**16.11.010**	**Exceptions: Whenever the tract to be subdivided is, in the shape or size, or is surrounded by such development or unusual conditions that the strict application of the requirements contained herein would result in real difficulties and substantial hardships or injustices, the council may vary or modify such requirements by making findings for their decision so that the developer is allowed to develop his property in a reasonable manner, while ensuring that the public welfare and interests of the city and surrounding area are protected and the general intent and spirit of this title are preserved. As used in this section, the phrase "real difficulties and substantial hardships or injustices" shall apply only to situations where strict application of the requirements of this title will deny to the developer the reasonable and beneficial use of the property in question, and not in situations where the developer establishes only that exceptions will allow more financially feasible or profitable subdivision. (Ord. 1191, 2015).**
			Staff Comments	*N/A*

17.06.060 Criteria.

A. The Commission or Hearing Examiner shall determine the following before approval is given:

1. **The project does not jeopardize the health, safety or welfare of the public.**
2. **The project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Title, and City Standards.**

B. Conditions. The Commission or Hearing Examiner may impose any condition deemed necessary. The Commission or Hearing Examiner may also condition approval of a project with subsequent review and/or approval by the Administrator or Planning Staff. Conditions which may be attached include, but are not limited to those which will:

1. **Ensure compliance with applicable standards and guidelines.**
2. **Require conformity to approved plans and specifications.**
3. **Require security for compliance with the terms of the approval.**
4. **Minimize adverse impact on other development.**
5. **Control the sequence, timing and duration of development.**
6. **Assure that development and landscaping are maintained properly.**
7. **Require more restrictive standards than those generally found in the Zoning Title.**

C. Security. The applicant may, in lieu of actual construction of any required or approved improvement, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering or design, materials and installation of the improvements not previously installed by the applicant, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided.

1. **If any extension of the one-year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided.**
2. **In the event the improvements are not completely installed within one (1) year, or upon the expiration of any approved extension, the City may, but is not obligated, to apply the security to the completion of the improvements and complete construction of the improvements.**

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Commission makes the following recommendations:

1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.

The Preliminary Pat Application for Sweetwater Communities, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, meets the standards of approval set forth in the Hailey Municipal Code, and is recommended for approval by the Hailey City Council, subject to the following conditions, (a) through (j), and noted below:

a) All conditions of the Planned Unit Development approval shall be met.
b) All Fire Department and Building Department requirements shall be met.
c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to:
    i. Permits shall be obtained for installation of all drywells.
    ii. A Site Alteration Permit shall be obtained prior to any development occurring.
    iii. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
d) Preliminary Plat approval is subject to the Flood Hazard Development Permit, approved on February 26, 2020.
e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
f) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.
g) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.
h) Any application development fees shall be paid prior to recording the Final Plat.
i) The Applicant shall submit an Erosion Control Plan prior to Final Plat.
j) Prior to any future development in the SFHA, the property owner shall be required to obtain a Flood Hazard Development Permit from the City of Hailey for the proposed work.

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

-**SUBJECT:**

Consideration of Findings of Fact, Conclusions of Law and Decision of a Preliminary Plat Application 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.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code Title 16 (IFAPPLICABLE)

-**BACKGROUND:**

The Council conducted a public hearing on this project at the May 26, 2020 public hearing, after deliberation and discussion, the Council voted to approved the Preliminary Plat, subject to conditions. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

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		_x__	Engineer	___ Building	
___	Library	_x__ planning		___	Fire Dept.	___	_____
___	Safety Committee	___P & Z Commission		___	Police	___	_____
__x_	Streets	__x_ Public Works, Parks		___	Mayor	___	_____

-

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Quigley Townhomes Preliminary Plat.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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-**ACTION OF THE CITY COUNCIL**:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Quigley Townhomes Preliminary Plat.

_____

Date _____

City Clerk _____

-**FOLLOW-UP**:

*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: _____

Copies (all info.): Copies

Instrument # _____

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On May 26, 2020, the City Council approved a Plat Application by S.V. Flying Squirrels, LLC, represented by Bruce Smith of 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.

The Planning and Zoning Commission enters these Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Background

S.V. Flying Squirrels, LLC submitted an Application for Townhouse Subdivision of an existing eight (8) unit condominium project, to convert these condominiums to townhouses. Project background:

1) The 12-unit project was constructed in 1977 and remodeled in 2007, previously called Del Norte Apartments.
2) On September 24, 2008, the Hailey City council approved a condominium plat for these 12 units.
3) Lot 3A was subsequently sold.
4) In January 2009, Phase 1 of the Quigley Townhomes was recorded, which excluded Lot 3A from the project.
5) The applicant states that converting the condo project to a townhome gives greater opportunities for purchase.

Procedural History

The Application was submitted on January 17, 2020 and certified complete on January 24, 2020. A public hearing before the Planning and Zoning Commission was on be held on April 6, 2020, and continued on record to April 20, 2020 in the Hailey City Council Chambers. The Hailey Planning and Zoning Commission recommended this project for approval at the April 20, 2020 Public Hearing and Findings of Fact were approved at the May 4, 2020 Public Hearing.

Notice

Notice for the April 6, 2020, public hearing was published in the Idaho Mountain Express on March 18, 2020. The notice was mailed to property owners within 300 feet and to public agencies on March 18, 2020. Notice for the May 26, 2020, public hearing was published in the Idaho Mountain Express on May 7, 2020. The notice was mailed to property owners within 300 feet and to public agencies on May 5, 2020.

Standards of Evaluation for a Subdivision				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.010 Development Standards**	**Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey, and shall be in accordance**

				with general provisions of the Comprehensive Plan.
			Staff Comments	*The proposed Townhouse Subdivision is almost identical to the underlying condominium subdivision. The eight units each have one dedicated parking space, and the complex contains an additional 13 guest parking spaces. Common elements between the existing condo subdivision and the proposed townhouse subdivision include:* • *All elements of the built environment: roads, utilities, parking, buildings, Number of units and parking spaces dedicated to each unit.* *Changes include identification of limited common areas (parking stall for each unit and patio areas), now differentiated from common areas (drive aisles and guest parking areas).* *The City Council found that this standard has been met.*
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.04.020**	**Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.**
			Staff Comments	*None of these standards apply, as there are no changes to City Streets.*
☐	☐	☒	**M.**	**Driveways:**
			Staff Comments	*No proposed driveways are shown. The project contains a parking access lane.*
☐	☐	☒	**M. 1.**	**Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (*e.g.*, no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.**
			Staff Comments	*No proposed driveways are shown. The project contains a parking access lane.* *The City Council found that this standard has been met.*
☒	☐	☐	**N.**	**Parking Access Lane: A parking access lane shall not be considered a street, but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**
			Staff Comments	*The proposed parking access lane conforms with Fire Department requirements.* *The City Council found that this standard has been met.*
☒	☐	☐	**O.**	**Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**
			Staff Comments	*The parking access lane serves as a Fire Lane.* *The City Council found that this standard has been met.*
16.04.060: Sidewalks and Drainage Improvements				
Compliant			**Standards and Staff Comments**	

Yes	No	N/A	City Code	City Standards and *Staff Comments*
☒	☐	☐	**A.**	**Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable city standards, except as otherwise provided herein.**
			Staff Comments	*Sidewalks were paid for in lieu in 2008.* *The City Council found that this standard has been met.*
16.04.040: Alleys and Easements				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**A.**	**Alleys:**
			Staff Comments	*An alley is shown on the plat to the rear of the property.*
☒	☐	☐	**A. 4.**	**All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.**
			Staff Comments	*All utilities are in place and are underground.* *The City Council found that this standard has been met.*
☐	☐	☒	**A. 5.**	**Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.**
			Staff Comments	*N/A*
☐	☐	☒	**A. 6.**	**Dead-end alleys shall not be allowed.**
			Staff Comments	*N/A*
☒	☐	☐	**A. 7.**	**Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.**
			Staff Comments	*An alley exists, but has not historically been used to service this property. Plat notes mention the 5' side yard utility easement and the 10' easement centered on water and sewer lines. Staff requests that these be shown graphically on the plat. (Note that the 5' side yard easement would be needed on the east side only, as Croy Street is the front property line and the west side abuts an alley).*
☒	☐	☐		*The Council found that this standard has been met.*
			B.	**Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:**
			Staff Comments	*See comments above.*

				The City Council found that this standard has been met.
☐	☐	☒	**B. 1.**	**To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.**
			Staff Comments	*Property does not border Big Wood River.*
☐	☐	☒	**B. 2.**	**To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.**
			Staff Comments	*Property does not border Big Wood River.* *The City Council found that this standard has been met.*
☒	☐	☐	**B. 3.**	**To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.**
			Staff Comments	*Some snow storage areas are shown, but calculations have not been provided.* *The City Council found that this standard has been met.*

16.04.050: Blocks

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.050**	**Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.**
			Staff Comments	*The proposed subdivision meets this standard.* *The City Council found that this standard has been met.*

16.04.060: Lots

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.060**	**Lots: All lots shown on the subdivision plat must conform to the minimum standards for**

				lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.
			Staff Comments	*There are no "lots" only Townhouse sublots. Therefore, these standards do not apply.* *The City Council found that this standard has been met.*

16.04.070: Orderly Development

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**A.**	**Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.**
			Staff Comments	*N/A*
☐	☐	☒	**B.**	**<u>Agreement:</u> Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.**
			Staff Comments	*N/A*
☒	☐	☐	**C.**	**<u>Mitigation of Negative Effects:</u> No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:** **1. Provision of on-site or off-site street or intersection improvements.** **2. Provision of other off-site improvements.** **3. Dedications and/or public improvements on property frontages.** **4. Dedication or provision of parks or green space.** **5. Provision of public service facilities.** **6. Construction of flood control canals or devices.** **7. Provisions for ongoing maintenance.**
			Staff Comments	*No impacts are associated with the conversion of a Condominium Subdivision to a Townhouse Subdivision.* *The City Council found that this standard has been met.*
☐	☐	☒	**D.**	**When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:** **1. Streets, whether public or private, shall provide an interconnected system and**

				shall be adequate to accommodate anticipated vehicular and pedestrian traffic. **2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.** **3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.** **4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.** **5. Park land shall be most appropriately located on the Contiguous Parcels.** **6. Grading and drainage shall be appropriate to the Contiguous Parcels.** **7. Development shall avoid easements and hazardous or sensitive natural resource areas.** **The commission and council may require that any or all contiguous parcels be included in the subdivision.**
			Staff Comments	*N/A- all land owned by this applicant is included.*

16.04.080: Perimeter Walls, Gates and Berms

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.04.080**	**The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.**
			Staff Comments	*No perimeter gate or wall is proposed.* *The City Council found that this standard has been met.*

16.04.090: Cuts, Fills, Grading and Drainage

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.**
			Staff Comments	*No cuts, fills, grading or new drainage is planned as this is only a plat conversion.* *The City Council found that this standard has been met.*

16.04.100: Overlay Districts

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**A.**	**Flood Hazard Overlay District:**
			Staff Comments	*N/A*
☐	☐	☒	**A. 1.**	**Subdivisions or portions of subdivision located within the Flood Hazard Overlay District**

				shall comply with all provisions of Section 4.10 of the Zoning Ordinance.
			Staff Comments	*N/A*
☐	☐	☒	**A. 2.**	**Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.**
			Staff Comments	*N/A*
☐	☐	☒	**A. 3.**	**Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.**
			Staff Comments	*N/A*
☐	☐	☒	**B.**	**Hillside Overlay District:**
			Staff Comments	*N/A*
☐	☐	☒	**B. 1.**	**Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.**
			Staff Comments	*N/A*
☐	☐	☒	**B. 2.**	**Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.**
			Staff Comments	*N/A*
☐	☐	☒	**B. 3.**	**All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.**
			Staff Comments	*N/A*

16.04.110: Parks, Pathways and Other Green Spaces

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**A.**	**Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.**
			Staff Comments	*These standards do not apply for a conversion from condominium to townhouse.*
			A. 1.	**Parks:**
☐	☐	☒	***Staff Comments***	*These standards do not apply for a conversion from condominium to townhouse.*

16.05: Improvements Required:

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.05.010**	**Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509.**

				Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.
			Staff Comments	*No additional infrastructure is needed; all infrastructure is in place.*
☐	☐	☒	**A.**	**Plans Filed, Maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.**
			Staff Comments	*N/A*
☐	☐	☒	**B.**	**Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.**
			Staff Comments	*N/A*
☐	☐	☒	**C.**	**Term Of Guarantee Of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the city engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.**
			Staff Comments	*N/A*
16.05.020: Streets, Sidewalks, Lighting, Landscaping				
☐	☐	☒	**16.05.020**	**Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the city engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix, and shall chip-seal streets and alleys within one year of construction.**
			Staff Comments	*None of these standards apply.*
16.05.030: Sewer Connections				
☒	☐	☐	**16.05.030**	**Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the city engineer for review and approval. At the city engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**
			Staff Comments	*All sewer connections exist.*

				The City Council found that this standard has been met.
16.05.040: Water Connections				
☒	☐	☐	**A.**	**Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the city engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the city engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**
			Staff Comments	*All water connections exist.* *The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.**
			Staff Comments	*N/A*
16.05.050: Drainage				
☒	☐	☐	**16.05.050**	**Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the city engineer or his authorized representative. (Ord. 1191, 2015)**
			Staff Comments	*No changes to on site drainage.* *The City Council found that this standard has been met.*
16.05.060: Utilities				
☒	☐	☐	**16.05.060**	**Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.**
			Staff Comments	*All utilities are in place.* *The City Council found that this standard has been met.*
16.05.070: Parks, Green Space				
☒?	☐	☐	**16.05.070**	**Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.**

			Staff Comments	*See section 16.04.110* *The City Council found that this standard has been met.*
16.05.080: Installation To Specifications; Inspections				
☒	☐	☐	**16.05.080**	**Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the city engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.**
			Staff Comments	*No inspections are needed- all improvements are in place.* *The City Council found that this standard has been met.*
16.05.090: Completion; Inspections; Acceptance				
☒	☐	☐	**A.**	**Installation of all infrastructure improvements must be completed by the developer, and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the city engineer, and appropriate City departments to determine a punch list of items for final acceptance.**
			Staff Comments	*All infrastructure has been completed and accepted.* *The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)**
			Staff Comments	*N/A.*
16.05.100: As Built Plans and Specifications				
☒	☐	☐	**16.05.100**	**As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the city engineer. (Ord. 1191, 2015)**
			Staff Comments	*N/A.*
16.08: Townhouses:				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.08.010**	**Plat Procedure: The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities,**

				commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)
			Staff Comments	*Association documents have been submitted. The party Wall agreement is imbedded in the CC & R's. The Building Official will inspect the separation between the condo units to ensure that a party wall is in place prior to the hearing.* *The City Council found that this standard has been met.*
☐	☐	☒	**16.08.020**	**Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)**
			Staff Comments	*N/A*
☐	☐	☒	**16.08.030**	**Storage, Parking Areas: Residential townhouse developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015)**
			Staff Comments	*Parking requirements are met, and exceeded.* *The Commission has found this standard to be met.* *The City Council found that this standard has been met.*
☐	☐	☒	**16.08.040**	**Construction Standards: All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)**
			Staff Comments	*N/A*
☐	☐	☒	**16.08.050**	**General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)**
			Staff Comments	*N/A*
☐	☐	☒	**16.08.060**	**Expiration: Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015)**
			Staff Comments	*N/A*

☐	☐	☒	**16.08.070**	**Conversion: The conversion by subdivision of existing units into townhouses shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)**
			Staff Comments	*N/A*
☐	☐	☒	**16.08.080**	**Density: The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)**
			Staff Comments	*N/A*
☐	☐	☒	**16.11.010**	**Exceptions: Whenever the tract to be subdivided is, in the shape or size, or is surrounded by such development or unusual conditions that the strict application of the requirements contained herein would result in real difficulties and substantial hardships or injustices, the council may vary or modify such requirements by making findings for their decision so that the developer is allowed to develop his property in a reasonable manner, while ensuring that the public welfare and interests of the city and surrounding area are protected and the general intent and spirit of this title are preserved. As used in this section, the phrase "real difficulties and substantial hardships or injustices" shall apply only to situations where strict application of the requirements of this title will deny to the developer the reasonable and beneficial use of the property in question, and not in situations where the developer establishes only that exceptions will allow more financially feasible or profitable subdivision. (Ord. 1191, 2015).**
			Staff Comments	*N/A*

17.06.060 Criteria.

A. The Commission or Hearing Examiner shall determine the following before approval is given:

1. **The project does not jeopardize the health, safety or welfare of the public.**
2. **The project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Title, and City Standards.**

B. Conditions. The Commission or Hearing Examiner may impose any condition deemed necessary. The Commission or Hearing Examiner may also condition approval of a project with subsequent review and/or approval by the Administrator or Planning Staff. Conditions which may be attached include, but are not limited to those which will:

1. **Ensure compliance with applicable standards and guidelines.**
2. **Require conformity to approved plans and specifications.**
3. **Require security for compliance with the terms of the approval.**
4. **Minimize adverse impact on other development.**
5. **Control the sequence, timing and duration of development.**
6. **Assure that development and landscaping are maintained properly.**
7. **Require more restrictive standards than those generally found in the Zoning Title.**

C. Security. The applicant may, in lieu of actual construction of any required or approved improvement, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering or design, materials and installation of the improvements not previously installed by the applicant, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided.

1. **If any extension of the one-year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided.**
2. **In the event the improvements are not completely installed within one (1) year, or upon the expiration of any approved extension, the City may, but is not obligated, to apply the security to the completion of the improvements and complete construction of the improvements.**

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Commission makes the following recommendations:

1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.

The Preliminary Pat Application for S.V. Flying Squirrels, LLC, represented by Bruce Smith of Alpine Enterprises Inc., for Quigley Townhomes, located at Lot 1A and Lot 2A of Quigley View Subdivision (631 East Croy Street), meets the standards of approval set forth in the Hailey Municipal Code, and is recommended for approval by the Hailey City Council, subject to the following conditions, (a) through (h), and noted below:

a) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant's sole expense include, but will not be limited to, improvements shown on the submitted on the plat dated October 2, 2017.

b) All City infrastructure requirements shall be met as outlined in Chapter 16.05 and 16.08 of the Subdivision Title. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the improvements shown on the most recent submitted plans and those listed in these conditions.

c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Subdivision Title.

d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to subsections 16.03.030(I) and 16.05.090(B) of the Subdivision Title, prior to recordation of the final plat.

e) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.

f) Any subdivision inspection fees due shall be paid prior to recording the final plat.

g) Any application development impact fees shall be paid prior to recording the final plat.

h) The 10' water, sewer easements and the 5' utility easement shall be shown graphically on the plat.

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH/CH

SUBJECT:

Consideration of Findings of Fact, Conclusions of Law and Decision of a 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. The project is to be known as Lena Cottages and will consist of two (2) phases of development.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code Title 16
(IFAPPLICABLE)

BACKGROUND:

The Council conducted a public hearing on this project at the May 19, 2020 public hearing, after deliberation and discussion, the Council voted to approved the Preliminary Plat, subject to conditions. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

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.		___ _____	
___	Safety Committee	_x__P & Z Commission		___ Police		___ _____	
__x_	Streets	__x_ Public Works, Parks		___Mayor		___ _____	

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Lena Cottages Preliminary Plat Application.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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ACTION OF THE CITY COUNCIL:

Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Lena Cottages Preliminary Plat Application.

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: _____

Copies (all info.): Copies

Instrument # _____

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On May 26, 2020, the Hailey City Council approved a Preliminary Plat Subdivision Application by Lena Cottages, LLC, represented by Blincoe Architecture, to be located at Block 3, Old Cutters Subdivision, wherein Phase 1 of Lot 9 is subdivided into seven (7) cottage sublots with two (2) future townhouse sublots anticipated as Phase 2. The project is to be known as Lena Cottages and will consist of two (2) phases of development.

FINDINGS OF FACT

Background

Lena Cottages, LLC submitted an Application for Subdivision/Preliminary Plat of approximately .97 acres to be subdivided utilized for residential "cottage" development. The proposed subdivision consists of two phases: Phase 1 contains seven (7) cottage sublots. Phase 2 will contain 2 townhouse sublots. The site is accessed via a parking lot connecting to a City Street. Adjacent use is residential, zoned General Residential (GR). The Planning and Zoning Commission has made a recommendation to the Hailey City Council, as outlined in the attached Findings of Fact, Conclusions of Law and Decision, signed May 4, 2020.

As noted, the property, Lot 9, Block 3, Old Cutters Subdivision, is proposed to be subdivided into seven (7) cottage sublots in Phase 1 and two future townhouse sublots in Phase 2. Cottage sublots will range in size from 2,649 square feet to 3,705 square feet. Primary foot access to the properties will be via a five foot (5') wide common area paver walkway running west to east from the parking area, accessed via Cutters Drive. The parking area is proposed to consist of a garage building, containing Garage Limited Common Areas tied to respective Sublot Units, as well as four (4) open parking spots, including one (1) accessible parking spot.

Procedural History

The Application was submitted on January 21, 2020 and certified complete on January 29, 2020. A public hearing before the Planning and Zoning Commission was scheduled to be held on April 6, 2020, in the Hailey City Council Chambers, and was continued to April 20, 2020 via a remote GoToMeeting public hearing. The Hailey Planning and Zoning Commission unanimously recommended approval to the Hailey City Council.

A public hearing before the Hailey City Council is planned for May 26, 2020, in the Council Chambers.

Notice

Notice for the May 26, 2020, public hearing was published in the Idaho Mountain Express on May 6, 2020. The notice was mailed to property owners within 300 feet and to public agencies on May 5, 2020.

Standards of Evaluation for a Subdivision				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.010 Development Standards**	**Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in**

				accordance with general provisions of the Comprehensive Plan.
			Staff Comments	*The City Council found that this standard has been met.*
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.020**	**Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.**
			Staff Comments	*All public streets are in place and complete. The project is on the corner of CD Olena and Cutter Drives. The City Council found that this standard has been met.*
☒	☐	☐	**A.**	**Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.**
			Staff Comments	*All public streets are in place and complete. The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.**
			Staff Comments	*N/A, as no dead-end streets are proposed.*
☒	☐	☐	**C.**	**Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.**
			Staff Comments	*One point of access to the proposed townhouse subdivision is shown from Cutters Drive. This access location appears to be appropriate for project access. The curb cut is existing. The City Council found that this standard has been met.*
☒	☐	☐	**D.**	**Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.**

			Staff Comments	*All public streets are in place and complete. The City Council found that this standard has been met.*
☒	☐	☐	**E.**	**Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.**
			Staff Comments	*All public streets are in place and complete. No deflections in horizontal alignment are proposed. The City Council found that this standard has been met.*
☒	☐	☐	**F.**	**Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.**
			Staff Comments	*All public streets are in place and complete. The City Council found that this standard has been met.*
☒	☐	☐	**H.**	**Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.**
			Staff Comments	*All public streets are in place and complete. The City Council found that this standard has been met.*
☒	☐	☐	**I.**	**Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm Water Discharge from Construction Activity" for all construction activity affecting more than one acre**.
			Staff Comments	*All public streets are in place and complete. The City Council found that this standard has been met.*
☒	☐	☐	**J.**	**Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.**
			Staff Comments	*All public streets are in place and complete. The City Council found that this standard has been met.*
☒	☐	☐	**K.**	**Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.**
			Staff Comments	*All public streets are in place and complete. The City Council found that this standard has been met.*

☐	☐	☒	**L.**	**Private Streets:**
			Staff Comments	*N/A, no private streets are proposed.*
☐	☐	☒	**M.**	**Driveways:**
			Staff Comments	*No specific driveways are proposed.*
☐	☐	☒	**M. 1.**	**Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (*e.g.*, no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.**
			Staff Comments	*No driveways are proposed as such: the site is accessed via a common entrance and parking drive aisle. Residents would walk from the common Garage building to the units. The City Council found that this standard has been met.*
☒	☐	☐	**N.**	**Parking Access Lane: A parking access lane shall not be considered a street, but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**
			Staff Comments	*The project contains a parking access lane. It has been reviewed by the Fire Chief, and the project is compliant with the IFC. The City Council found that this standard has been met.*
☐	☐	☒	**O.**	**Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**
			Staff Comments	*N/A – however the city engineer has requested that a plat note be added to ensure that all future owners are aware that no on-street parking is permitted to ensure adequate access for emergency services. This has been made a condition of approval.*

16.04.060: Sidewalks and Drainage Improvements

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable city standards, except as otherwise provided herein.**
			Staff Comments	*Public Sidewalks are in place. A walkway between sublots is shown as common area. The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.**
			Staff Comments	*N/A - Public Sidewalks are in place.*
☐	☐	☒	**C.**	**New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.**
			Staff Comments	*N/A - Public Sidewalks are in place.*
☒	☐	☐	**D.**	**Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.**

			Staff Comments	*Public Sidewalks are in place. A walkway between sublots is shown as common area. This walkway connects to Cutters park, which is adjacent. The City Council found that this standard has been met.*
☐	☐	☒	**E.**	**The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.**
			Staff Comments	*N/A*

16.04.040: Alleys and Easements

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
			A.	**Alleys:**
☒	☐	☐	**A. 4.**	**All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.**
			Staff Comments	*All utilities shall be installed underground, however this property does not contain any alleys. The P & Z Commission recommended a condition of approval requiring a sufficient water service plan be submitted to the city prior to final approval.* *The City Council agreed with this recommendation and found that this standard has been met with the suggested condition of approval.*
☒	☐	☐	**A. 7.**	**Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.**
			Staff Comments	*The P & Z Commission recommended that a condition of approval requiring sufficient easements was necessary for this project to meet this requirement.* *The City Council agreed with this recommendation and found that, with the suggested condition of approval, this standard has been met.*
☒	☐	☐	**B.**	**Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:** • **Access for utilities, emergency services, public access, private access, recreation, deliveries or other such purpose.** • **Protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under or over the land.** • **Storage of snow, drainage areas, or the conduct of irrigation waters.**
			Staff Comments	*See comments above.* *Additional easements may be required for utilities beyond those included in the proposed plat. This was added as a condition of approval. The City Council found that this standard has been met.*
☐	☐	☒	**B. 1.**	**To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate**

				areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.
			Staff Comments	*N/A Property does not border Big Wood River.*
☐	☐	☒	**B. 2.**	**To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.**
			Staff Comments	*N/A Property does not border Big Wood River.*
☒	☐	☐	**B. 3.**	**To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.**
			Staff Comments	*Snow storage calculations are provided on the design review drawings and the plat and meet this standard. The City Council found that this standard has been met.*

16.04.050: Blocks

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.050**	**Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.**
			Staff Comments	*All blocks in the underlying Old Cutters plat are existing. The City Council found that this standard has been met.*

16.04.060: Lots

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.04.060**	**Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.**

			Staff Comments	*The submitted preliminary plat shows that all proposed lots are less than ½ acre. The City Council found that this standard has been met.*
☒	☐	☐	**A.**	**If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.**
			Staff Comments	*No lots are more than double the minimum size. The City Council found that this standard has been met.*
☒	☐	☐	**B.**	**Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).**
			Staff Comments	*No double frontage lots are proposed. The City Council found that this standard has been met.*
☒	☐	☐	**C.**	**No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.**
			Staff Comments	*No unbuildable lots are shown. The City Council found that this standard has been met.*
☐	☐	☒	**D.**	**A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The "flagpole" portion of the lot shall be included in lot area, but shall not be considered in determining minimum lot width. The "flagpole" shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.**
			Staff Comments	*N/A*
☐	☐	☒	**E.**	**All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.**
			Staff Comments	*All the lots are townhouse sublots and are exempt from this requirement. The City Council found that this standard has been met.*
☐	☐	☒	**F.**	**In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.**
			Staff Comments	*N/A – this project is not within the Townsite Overlay District.*
16.04.070: Orderly Development				

Compliant			Standards and Staff Comments	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**A.**	**Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.**
			Staff Comments	*N/A*
☒	☐	☐	**B.**	**<u>Agreement:</u> Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.**
			Staff Comments	*A Phasing Agreement will be required and will be reviewed by the City Council. The City Council found that this standard has been met.*
☒	☐	☐	**C.**	**<u>Mitigation of Negative Effects:</u> No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:** **1. Provision of on-site or off-site street or intersection improvements.** **2. Provision of other off-site improvements.** **3. Dedications and/or public improvements on property frontages.** **4. Dedication or provision of parks or green space.** **5. Provision of public service facilities.** **6. Construction of flood control canals or devices.** **7. Provisions for ongoing maintenance.**
			Staff Comments	*No impacts to off-site streets or intersections are anticipated. There are no on-site public streets or intersections.* *Park requirements have previously been met for this subdivision.* *The proposed development meets the density requirements for GR. The water distribution system and wastewater conveyance system and treatment facility all have capacity for the proposed 7 units. The City Council found that this standard has been met.*
☐	☐	☒	**D.**	**When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:** **1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.** **2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.** **3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.** **4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.** **5. Park land shall be most appropriately located on the Contiguous Parcels.** **6. Grading and drainage shall be appropriate to the Contiguous Parcels.** **7. Development shall avoid easements and hazardous or sensitive natural**

				resource areas. **The commission and council may require that any or all contiguous parcels be included in the subdivision.**
			Staff Comments	*The contiguous parcel owned by the applicant is proposed as Phase 2. The City Council found that this standard has been met.*

16.04.080: Perimeter Walls, Gates and Berms

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.04.080**	**The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.**
			Staff Comments	*N/A No perimeter gate or wall is proposed.*

16.04.090: Cuts, Fills, Grading and Drainage

Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**A.**	**Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.**
			Staff Comments	*Directional grading has been identified on the plat. Site appears to be fairly flat with no hydrologic issues. The City Council found that this standard has been met.*
☒	☐	☐	**A. 1.**	**A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.**
			Staff Comments	*A geotechnical report has not been submitted and was not found by the City Council to be required. The City Council found that this standard has been met.*
☒	☐	☐	**A. 2.**	**A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:** **a. Proposed contours at a maximum of two (2) foot contour intervals;** **b. Cut and fill banks in pad elevations;** **c. Drainage patterns;** **d. Areas where trees and/or natural vegetation will be preserved;** **e. Location of all street and utility improvements including driveways to building envelopes; and** **f. Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.**
			Staff Comments	*A directional grading plan has been submitted. The City Council found that this standard has been met.*
☒	☐	☐	**B.**	**Design Standards: The proposed subdivision shall conform to the following design standards:**
			Staff Comments	*See below.*

☒	☐	☐	**B. 1.**	**Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.**
			Staff Comments	*A directional grading plan was submitted. The City Council found that this standard has been met.*
☒	☐	☐	**B. 2.**	**Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.**
			Staff Comments	*The site appears to be fairly flat and does not identify any questionable existing soil conditions, areas of steep slopes, geological or hydrological areas of concern. The City Council found that this standard has been met.*
☒	☐	☐	**B. 3.**	**Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.**
			Staff Comments	*Erosion control and re-vegetation shall be included in final design. Developer shall re-vegetate disturbed area per this standard. The City Council found that this standard has been met.*
☒	☐	☐	**B. 4.**	**Where cuts, fills or other excavation are necessary, the following development standards shall apply:** **a. Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.** **b. Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).** **c. Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.** **d. Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.** **e. Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.**
			Staff Comments	*A directional grading plan submitted. Site appears to be fairly flat with minimal site grading. The City Council found that this standard has been met.*
☒	☐	☐	**B. 5.**	**The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the city engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water**

				Discharge from Construction Activity" for all construction activity affecting more than one acre.
			Staff Comments	*No drainage calculations provided for drywell capacities. Calculations shall be submitted at final design.* *A Storm Water Pollution Prevention Plan (SWPPP) will be necessary for any disturbances greater than 1 acre, and should be provided at final design.* *The City Council found that this standard has been met.*
16.04.100: Overlay Districts				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
			A.	**Flood Hazard Overlay District:**
			Staff Comments	*N/A*
☐	☐	☒	**A. 1.**	**Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.**
			Staff Comments	*N/A*
☐	☐	☒	**A. 2.**	**Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.**
			Staff Comments	*N/A*
☐	☐	☒	**A. 3.**	**Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.**
			Staff Comments	*N/A*
☐	☐	☒	**B.**	**Hillside Overlay District:**
			Staff Comments	*N/A*
☐	☐	☒	**B. 1.**	**Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.**
			Staff Comments	*N/A*
☐	☐	☒	**B. 2.**	**Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.**
			Staff Comments	*N/A*
☒	☐	☐	**B. 3.**	**All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.**
			Staff Comments	*Developer shall meet this standard. The City Council found that this standard has been met.*

16.04.110: Parks, Pathways and Other Green Spaces				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**A.**	**Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.**
			Staff Comments	*Park dedication was part of the Old Cutters subdivision. No further park dedication is required, therefore, none of the Park Standards herein are applicable. The City Council found that this standard has been met.*
16.05: Improvements Required:				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☒	☐	☐	**16.05.010**	**Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.**
			Staff Comments	*The applicant intends to construct all necessary infrastructure if the project is approved. The City Council found that this standard has been met.*
☒	☐	☐	**A.**	**Plans Filed, Maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.**
			Staff Comments	*The applicant shall meet this standard. The City Council found that this standard has been met.*
☒	☐	☐	**B.**	**Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.**
			Staff Comments	*The applicant shall meet this standard. The City Council found that this standard has been met.*
☒	☐	☐	**C.**	**Term Of Guarantee Of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the city engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.**
			Staff Comments	*The applicant shall meet this standard. The City Council found that this standard has been met.*

16.05.020: Streets, Sidewalks, Lighting, Landscaping				
☐	☐	☒	**16.05.020**	**Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the city engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix, and shall chip-seal streets and alleys within one year of construction.**
			Staff Comments	*All streets, alleys sidewalks and street trees are in place as part of the Old Cutters subdivision. The City Council found that this standard has been met.*
☒	☐	☐	**A.**	**Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)**
			Staff Comments	*No street cuts will be needed. The City Council found that this standard has been met.*
16.05.030: Sewer Connections				
☒	☐	☐	**16.05.030**	**Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the city engineer for review and approval. At the city engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**
			Staff Comments	*An engineered sewer plan was submitted to the city on April 10, 2020 and was deemed sufficient by the city engineer. The City Council found that this standard has been met.*
16.05.040: Water Connections				
☒?	☐	☐	**A.**	**Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the city engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the city engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**
			Staff Comments	*The City Council found that appropriate easements shall be made a condition of approval.*

☐	☐	☒	**B.**	**Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.**
			Staff Comments	*N/A*
16.05.050: Drainage				
☒	☐	☐	**16.05.050**	**Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the city engineer or his authorized representative. (Ord. 1191, 2015)**
			Staff Comments	*No drainage calculations have been submitted. Review of drainage calculations will take place during final design. The City Council found that this standard has been met.*
16.05.060: Utilities				
☒	☐	☐	**16.05.060**	**Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.**
			Staff Comments	*No dry utilities shown. Additional utility company comments and engineering details will be required at final design.* *All utilities shall be installed underground. The City Council found that this standard has been met.*
16.05.070: Parks, Green Space				
☐	☐	☒	**16.05.070**	**Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.**
			Staff Comments	*See section 16.04.110- all required parks and green space is complete as part of the Old Cutters Subdivision. The City Council found that this standard has been met.*
16.05.080: Installation To Specifications; Inspections				
☒	☐	☐	**16.05.080**	**Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the city engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.**
			Staff Comments	*An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey Specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with City of Hailey code.* *The City will need to select an inspector, to be paid for by the applicant, for all water, sewer, and roadway infrastructure during construction.*

				The City Council found that this standard has been met.
16.05.090: Completion; Inspections; Acceptance				
☒	☐	☐	**A.**	**Installation of all infrastructure improvements must be completed by the developer, and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the city engineer, and appropriate City departments to determine a punch list of items for final acceptance.**
			Staff Comments	*All infrastructure must meet City of Hailey Specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with City of Hailey code.* *The City will need to select an inspector, to be paid for by the applicant, for all water, sewer, and roadway infrastructure during construction.* *The City Council found that this standard has been met.*
☐	☐	☒	**B.**	**The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)**
			Staff Comments	*Completion of all major infrastructure by the developer is preferred over bonding.* *The City Council found that this standard has been met.*
16.05.100: As Built Plans and Specifications				
☒	☐	☐	**16.05.100**	**As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the city engineer. (Ord. 1191, 2015)**
			Staff Comments	*As-built drawings will be required. The City Council found that this standard has been met.*

16.08: Townhouses:				
Compliant			**Standards and Staff Comments**	
Yes	**No**	**N/A**	**City Code**	**City Standards and *Staff Comments***
☐	☐	☒	**16.08.010**	**Plat Procedure: The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)**

			Staff Comments	*N/A*
☐	☐	☒	**16.08.020**	**Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)**
			Staff Comments	*N/A*
☐	☐	☒	**16.08.030**	**Storage, Parking Areas: Residential townhouse developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015)**
			Staff Comments	*Per the Hailey Municipal Code, residential units of less than 1,000 ft^2 are required to have one (1) parking space per residential dwelling unit, and single-family dwellings greater than 1,000 ft^2 require a minimum of two (2) parking spaces per unit.* *The project is comprised of seven (7) single-family dwellings, five (5) of which are less than 1,000 ft^2 in area, and two (2) of which are greater than 1,000 ft^2, thus requiring nine (9) total onsite parking spaces. The site plan shows a total of eleven (11) onsite parking spaces, including seven (7) private garages, and four (4) guest parking spaces, of which one (1) is an accessible parking space. At the P & Z hearing, the Commissioners reminded the applicant that two of the exterior parking spaces must be reserved for the two units greater than 1,000 ft^2 to which the applicant agreed. This was included in the P & Z recommendation to the City Council.* *The City Council found that this standard has been met.*
☒	☐	☐	**16.08.040**	**Construction Standards: All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)**
			Staff Comments	*This standard will be met. The City Council found that this standard has been met.*
☒	☐	☐	**16.08.050**	**General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)**
			Staff Comments	*This standard will be met. The City Council found that this standard has been met.*
☒	☐	☐	**16.08.060**	**Expiration: Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015)**
			Staff Comments	*This standard will be met. The City Council found that this standard has been met.*

☐	☐	☒	**16.08.070**	**Conversion: The conversion by subdivision of existing units into townhouses shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)**
			Staff Comments	*N/A*
☐	☐	☒	**16.08.080**	**Density: The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)**
			Staff Comments	*A total of nine (9) cottage units are planned in phases 1 and 2. The City Council found that this standard has been met.*
☐	☐	☒	**16.11.010**	**Exceptions: Whenever the tract to be subdivided is, in the shape or size, or is surrounded by such development or unusual conditions that the strict application of the requirements contained herein would result in real difficulties and substantial hardships or injustices, the council may vary or modify such requirements by making findings for their decision so that the developer is allowed to develop his property in a reasonable manner, while ensuring that the public welfare and interests of the city and surrounding area are protected and the general intent and spirit of this title are preserved. As used in this section, the phrase "real difficulties and substantial hardships or injustices" shall apply only to situations where strict application of the requirements of this title will deny to the developer the reasonable and beneficial use of the property in question, and not in situations where the developer establishes only that exceptions will allow more financially feasible or profitable subdivision. (Ord. 1191, 2015).**
			Staff Comments	*This standard is not needed.*

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Commission makes the following recommendations:

1. Adequate notice, pursuant to Chapter 16.03 of the Hailey Municipal Code was given for the public hearing.
2. Upon compliance with the Condition noted below, the Application substantially meets the standards of approval set forth in the Hailey Municipal Code.
3. The Application for Preliminary Plat, as presented on the day of these Findings are signed is approved by the Hailey City Council.

DECISION

The Planned Unit Development Application by Lena Cottages, LLC represented Blincoe Architecture, where Lot 9, Block 3, Old Cutters Subdivision is subdivided into seven (7) sublots within the General Residential (GR) Zoning District, meets the standards of approval set forth in the Hailey Municipal Code and is recommended for approval by the Hailey City Council, subject to conditions (a) through (i), noted below:

a) All Fire Department and Building Department requirements shall be met.

b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required.

   I. The Applicant shall submit engineered plans for water delivery suitable to the City Engineer and Water Division Manager.

   II. The applicant shall abandon any unused water services at the water main.

c) An encroachment permit should be applied for prior to any work in the public right of way.

d) Best management practices shall be utilized, particularly adjacent to the canal easement, to prevent water pollution.

e) The final plat shall include plat notes #1 through #9 as stated on the approved preliminary plat with the following amendments and additions:

   I. The Applicant shall include an additional plat note #10 indicating that no guest on-street parking is permitted.

f) The preliminary plat shall include easements for the following utilities:

   I. Shared water lines – easement shall include a minimum setback of ten feet (10')

   II. Power/Cable/Television

   III. Gas

   IV. Any other utilities where they extend beyond designated common space.

g) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 16.04 and 16.05 of the Subdivision Ordinance, prior to recordation of the final plat.

h) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.

i) Any subdivision inspection fees due shall be paid prior to recording the final plat.

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of 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.
3. Open invoice report and check register report printed for council review at city council meeting.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance $_____

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria:
Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Transmittal checks included
Void checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
05/21/2020	PC	05/28/2020	48141	AMBRIZ, JOSE L	7023	1,658.34-
05/21/2020	PC	05/28/2020	48145	SHOTSWELL, DAVE O	7044	1,480.77-
05/21/2020	PC	05/28/2020	48079	ARELLANO, NANCY	8005	1,351.88-
05/21/2020	PC	05/28/2020	48081	CONE, MARY M HILL	8009	1,440.85-
05/21/2020	PC	05/28/2020	48124	LEOS, CHRISTINA M	8012	1,649.02-
05/21/2020	PC	05/28/2020	48084	STOKES, BECKY	8013	1,655.47-
05/21/2020	PC	05/28/2020	48082	DAWSON, HEATHER M	8014	2,838.94-
05/21/2020	PC	05/28/2020	48143	HOLYOAK, STEVEN R	8036	1,883.20-
05/21/2020	PC	05/28/2020	48089	HOROWITZ, LISA	8049	1,975.64-
05/21/2020	PC	05/28/2020	48113	MILLS, CAITLYN A	8061	1,035.24-
05/21/2020	PC	05/28/2020	48116	COOK, STEPHANIE N	8063	1,504.20-
05/21/2020	PC	05/28/2020	48148	HOLTZEN, KURTIS L	8072	1,461.82-
05/21/2020	PC	05/28/2020	48108	COLVILL, LEA N	8092	756.33-
05/21/2020	PC	05/28/2020	48134	DOMKE, RODNEY F	8097	1,430.79-
05/21/2020	PC	05/28/2020	48086	BUNDY, REBECCA F	8098	1,017.37-
05/21/2020	PC	05/28/2020	48115	PRIMROSE, LAURA A	8102	1,734.68-
05/21/2020	PC	05/28/2020	48133	YEAGER, BRIAN D	8107	1,901.30-
05/21/2020	PC	05/28/2020	48130	WALLACE, SHAWNA R	8108	1,754.43-
05/21/2020	PC	05/28/2020	48126	MURPHY, JARED J	8109	1,665.66-
05/21/2020	PC	05/28/2020	48090	PARKER, JESSICA L	8111	1,187.02-
05/21/2020	PC	05/28/2020	48110	DOLCE, DEIDRE	8113	1,120.15-
05/21/2020	PC	05/28/2020	48112	GRIGSBY, MICHAL J	8114	962.24-
05/21/2020	PC	05/28/2020	48117	LAPOINTE, JAMES M	8116	1,021.84-
05/21/2020	PC	05/28/2020	48121	DITTMEIER, COLSON N	8117	1,616.42-
05/21/2020	PC	05/28/2020	48123	LATIMER, JOSHUA L	8120	1,570.81-
05/21/2020	PC	05/28/2020	48111	FLETCHER, KRISTIN M	8122	1,023.17-
05/21/2020	PC	05/28/2020	48122	ENGLAND, STEVE J	8143	2,624.86-
05/21/2020	PC	05/28/2020	48125	LUNA, JOSE	8145	1,619.34-
05/21/2020	PC	05/28/2020	48120	COX, CHARLES F	8161	2,312.29-
05/21/2020	PC	05/28/2020	48128	PECK, TODD D	8167	1,932.24-
05/21/2020	PC	05/28/2020	48127	PALLAS, MARTIN L	8169	1,289.24-
05/21/2020	PC	05/28/2020	48139	THOMPSON, WYATT F	8172	1,142.58-
05/21/2020	PC	05/28/2020	48137	NEUMANN, DANIEL L	8173	1,258.38-
05/21/2020	PC	05/28/2020	48149	MOATS, ZAKARY S	8174	1,053.72-
05/21/2020	PC	05/28/2020	48119	BAIRD, JACY DAVE	8183	1,750.48-
05/21/2020	PC	05/28/2020	48095	ERVIN, CHRISTIAN C	8185	1,360.38-
05/21/2020	PC	05/28/2020	48150	SAVAGE, JAMES L	8204	1,191.29-
05/21/2020	PC	05/28/2020	48080	ARNOLD, JANA D.	8206	453.67-
05/21/2020	PC	05/28/2020	48083	POMERLEAU, JENNIFER	8207	1,139.66-
05/21/2020	PC	05/28/2020	48114	PITTMAN, AARON T	8208	416.07-
05/21/2020	PC	05/28/2020	48129	TUCKER, ANDREW	8211	1,554.51-
05/21/2020	PC	05/28/2020	48147	BALIS, MARVIN C	8225	1,686.95-
05/21/2020	PC	05/28/2020	48138	SCHWARZ, STEPHEN K	8226	2,102.31-
05/21/2020	PC	05/28/2020	48140	WEST III, KINGSTON R	8234	1,262.31-
05/21/2020	PC	05/28/2020	48118	REYES, ANTONIO	8238	974.81-
05/21/2020	PC	05/28/2020	48136	JOHNSTON, JAIMEY P	8243	1,471.16-
05/21/2020	PC	05/28/2020	48132	MARES, MARIA C	8251	1,064.46-
05/21/2020	PC	05/28/2020	48109	CROTTY, JOSHUA M	8283	968.45-
05/21/2020	PC	05/28/2020	48142	ELLSWORTH, BRYSON D	8285	1,568.78-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
05/21/2020	PC	05/28/2020	48146	BALDWIN, MERRITT JAM	8286	1,163.06-
05/21/2020	PC	05/28/2020	48088	HAMILTON, COURTNEY	8400	390.89-
05/21/2020	PC	05/28/2020	48144	PARKER, MICHAEL J	8506	1,197.67-
05/21/2020	PC	05/28/2020	48096	HOOVER, JAMES T	9002	446.83-
05/21/2020	PC	05/28/2020	48098	LANGE, JEREMY W	9004	121.91-
05/21/2020	PC	05/28/2020	48092	BOATMAN, MICHAEL L	9006	51.72-
05/21/2020	PC	05/28/2020	48099	LOHRKE, CONNOR W	9008	59.10-
05/21/2020	PC	05/28/2020	48100	MURPHY, JOSHUA Z	9011	71.57-
05/21/2020	PC	05/28/2020	48105	STOCKING, WINDI G	9023	599.17-
05/21/2020	PC	05/28/2020	48106	STOESZ, CHAD G	9030	92.35-
05/21/2020	PC	05/28/2020	48093	DAHLEN, LUKE K	9041	108.05-
05/21/2020	PC	05/28/2020	48091	BALEDGE, MICHAEL S	9054	2,101.90-
05/21/2020	PC	05/28/2020	48101	PALLAS, MARTIN L	9111	56.80-
05/21/2020	PC	05/28/2020	48104	RINEHART, CADEN J	9115	270.32-
05/21/2020	PC	05/28/2020	48107	YEAGER, KAITLYN R	9117	393.84-
05/21/2020	PC	05/28/2020	48102	PERE, RIKA M	9119	71.57-
05/21/2020	PC	05/28/2020	48097	LANDES, JACOB D.	9120	128.83-
05/21/2020	PC	05/28/2020	48094	DITMORE, KEVIN D	9145	1,158.79-
05/21/2020	PC	05/28/2020	48135	GILTNER, JOE R	1008065	1,183.16-
05/21/2020	PC	05/28/2020	48131	WARD, CASEY R	1008287	1,639.42-
05/21/2020	PC	05/28/2020	48103	RAINEY, PHILLIP R.	1009068	76.88-
05/21/2020	PC	05/28/2020	48087	DAVIS, ROBYN K	8060	474.65-
05/21/2020	PC	05/28/2020	48085	TABER, BRENDA Y	8189	2,399.95-
05/21/2020	CDPT	05/28/2020	48083	REGENCE BLUE SHIELD	3	2,990.78-
05/21/2020	CDPT	05/28/2020	48083	REGENCE BLUE SHIELD	3	42.09-
05/21/2020	CDPT	05/28/2020	48080	DELTA DENTAL PLAN OF	2	101.38
05/21/2020	CDPT	05/28/2020	48079	AFLAC	1	310.89-
05/21/2020	CDPT	05/28/2020	48079	AFLAC	1	168.78-
05/21/2020	CDPT	05/28/2020	48080	DELTA DENTAL PLAN OF	2	424.94-
05/21/2020	CDPT	05/28/2020	48080	DELTA DENTAL PLAN OF	2	2,433.12-
05/21/2020	CDPT	05/28/2020	48083	REGENCE BLUE SHIELD	3	1,732.00-
05/21/2020	CDPT	05/28/2020	48083	REGENCE BLUE SHIELD	3	25,849.41-
05/21/2020	CDPT	05/28/2020	48082	NCPERS GROUP LIFE IN	6	96.00-
05/21/2020	CDPT	05/26/2020	2202211	PERSI	7	5,362.72-
05/21/2020	CDPT	05/26/2020	2202211	PERSI	7	8,942.90-
05/21/2020	CDPT	05/26/2020	2202211	PERSI	7	3,343.98-
05/21/2020	CDPT	05/26/2020	2202211	PERSI	7	4,661.09-
05/21/2020	CDPT	05/26/2020	2202211	PERSI	7	3,059.29-
05/21/2020	CDPT	05/26/2020	2202211	PERSI	7	180.59-
05/21/2020	CDPT	05/26/2020	2202211	PERSI	7	277.86-
05/21/2020	CDPT	05/26/2020	2202211	MOUNTAIN WEST BANK	8	7,389.46-
05/21/2020	CDPT	05/26/2020	2202211	MOUNTAIN WEST BANK	8	7,389.46-
05/21/2020	CDPT	05/26/2020	2202211	MOUNTAIN WEST BANK	8	1,728.15-
05/21/2020	CDPT	05/26/2020	2202211	MOUNTAIN WEST BANK	8	1,728.15-
05/21/2020	CDPT	05/26/2020	2202211	MOUNTAIN WEST BANK	8	9,231.13-
05/21/2020	CDPT	05/28/2020	48081	IDAHO STATE TAX COMM	9	3,373.00-
05/21/2020	CDPT	05/26/2020	2202211	A.W. REHN & ASSOCIATE	21	806.72-
05/21/2020	CDPT	05/28/2020	48084	VSP	26	69.84-
05/21/2020	CDPT	05/28/2020	48084	VSP	26	452.64-
Grand Totals:			98			177,097.56-

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
176 ALLINGTON, RICK											
161	1	Attorney Fees	Invoice	06/01/2020	06/01/2020	3,901.72	3,901.72	100-25-41313		620	1
Total 176 ALLINGTON, RICK:						3,901.72	3,901.72				
757 ALPINE TREE SERVICE INC.											
44419	1	44419 NW CORNER 1ST/SILVER REMOVE WILLO	Invoice	05/28/2020	06/08/2020	4,400.00	4,400.00	100-50-41707		620	1
44420	1	44420 REMOVE 3 SPRUCE AT 319 N MAIN	Invoice	05/28/2020	06/08/2020	4,140.00	4,140.00	100-50-41707		620	1
44424	1	44424 REMOVE ASH AT WELLS FARGO MAIN ST	Invoice	05/28/2020	06/08/2020	540.00	540.00	100-50-41707		620	1
Total 757 ALPINE TREE SERVICE INC. :						9,080.00	9,080.00				
1913 AMAZON CAPITAL SERVICES											
14PX-N	1	14PX-NCQF-6LDX CHROMEBOOK W/MOUSE QYT	Invoice	05/30/2020	06/08/2020	2,990.00	2,990.00	100-45-32216		620	1
1D34-Y	1	1D34-Y6KJ-NW3Q CARBON MONOXIDE ALARM D	Invoice	05/16/2020	06/08/2020	28.00	28.00	100-45-41215		520	1
1F1P-3	1	1F1P-3QVJ-WKCC Webcam and microphone	Invoice	05/08/2020	06/08/2020	64.99	64.99	100-20-41211		620	1
1LHV-7	1	1LHV-717X-CJRQ HAND SANITIZER DISPENSERS	Invoice	04/19/2020	06/08/2020	55.63	55.63	100-42-41413	20.15.0001.1	520	1
1LHV-7	2	1LHV-717X-CJRQ HAND SANITIZER DISPENSERS	Invoice	04/19/2020	06/08/2020	55.63	55.63	200-42-41413	20.15.0001.1	520	1
1LHV-7	3	1LHV-717X-CJRQ HAND SANITIZER DISPENSERS	Invoice	04/19/2020	06/08/2020	55.64	55.64	210-42-41413	20.15.0001.1	520	1
1LJ3-D	1	1LJ3-DT6X-1XDJ HAND SANITIZER	Invoice	05/31/2020	06/08/2020	53.25	53.25	100-45-41215		620	1
1RQ7-6	1	1RQ7-6L1C-KTYT SANITIZER, HANDWASHING ST	Invoice	05/10/2020	06/09/2020	106.35	106.35	100-50-41403		520	1
1RQT-6	1	1RQt-6l1c-ktyt PURELL HAND SANITIZER, WATER	Invoice	05/10/2020	06/09/2020	106.35	106.35	100-50-41215	20.15.0001.1	520	1
1TMN-	1	1TMN-6KCY-4J3J MICRO FIBER CLOTHS (SNZEE	Invoice	05/21/2020	06/08/2020	11.98	11.98	100-45-41215		520	1
1TMN-	2	1GGR-J3HX-NWWJ DUCK TAPE FOR SNEEZE GU	Invoice	05/21/2020	06/08/2020	13.98	13.98	100-45-41215		520	1
1YWY+	1	1YWYW-9TXH-X74M CLOROX WIPES, DISINFECTI	Invoice	05/08/2020	06/08/2020	22.17	22.17	100-25-41215		520	1
Total 1913 AMAZON CAPITAL SERVICES:						3,563.97	3,563.97				
50345 AMBIENTE H2O INC.											
V20016	1	V200162 YSI CABLE	Invoice	03/09/2020	04/08/2020	415.00	415.00	210-70-41401		520	1
V20016	2	V200162 VOGELSANG PUMP OILER	Invoice	03/09/2020	04/08/2020	253.00	253.00	210-70-41401		520	1
Total 50345 AMBIENTE H2O INC.:						668.00	668.00				
247 AMBRIZ, JOSE											
358969	1	RECEIPT 544287 IBOL TEST EXAM	Invoice	04/02/2020	06/08/2020	25.00	25.00	210-70-41723		520	1
358969	2	LICENSES RENEWAL#35896946	Invoice	04/02/2020	06/08/2020	30.00	30.00	210-70-41723		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 247 AMBRIZ, JOSE:						55.00	55.00				
375 ATKINSON'S MARKET											
2/03/20	1	ALCOHOL SWABS	Invoice	02/03/2020	06/08/2020	2.17	2.17	200-60-41403		520	1
Total 375 ATKINSON'S MARKET :						2.17	2.17				
50467 BALLET SUN VALLEY											
8/09/20	1	Refund Banner Reservation - Ballet Sun Valley	Invoice	08/09/2019	06/08/2020	100.00	100.00	100-00-32234		520	1
Total 50467 BALLET SUN VALLEY:						100.00	100.00				
2311 BANYAN TECHNOLOGY INC.											
20699	1	PLC PROGRAMING	Invoice	05/10/2020	06/08/2020	2,185.00	2,185.00	200-60-41539	20.60.0002.1	520	1
20699	2	PLC UPGRADES	Invoice	05/10/2020	06/08/2020	1,936.00	1,936.00	200-60-41539	20.60.0002.1	520	1
20699	3	TRAVEL	Invoice	05/10/2020	06/08/2020	375.00	375.00	200-60-41539	20.60.0002.1	520	1
20699	4	MILEAGE	Invoice	05/10/2020	06/08/2020	250.86	250.86	200-60-41539	20.60.0002.1	520	1
Total 2311 BANYAN TECHNOLOGY INC. :						4,746.86	4,746.86				
498 BARRY EQUIPMENT & RENTAL											
455917	1	455917 RESEAL VALVE ON TOOL CAT	Invoice	03/24/2020	06/08/2020	661.39	661.39	100-40-41405		520	1
Total 498 BARRY EQUIPMENT & RENTAL:						661.39	661.39				
1093 BLAINE COUNTY RECREATION DISTR											
111842	1	REFUND Keefer Sports Field Reservation	Invoice	03/02/2020	06/08/2020	300.00	300.00	100-00-32265		520	1
111842	2	REFUND Keefer Sports Field Reservation tax	Invoice	03/02/2020	06/08/2020	18.00	18.00	100-00-20317		520	1
Total 1093 BLAINE COUNTY RECREATION DISTR:						318.00	318.00				
1521 BLAINE COUNTY SCHOOL DISTRICT											
2/18/20	1	Refund Park Reservation - Celebration for Retiring St	Invoice	02/18/2020	06/08/2020	100.00	100.00	100-00-32265		520	1
Total 1521 BLAINE COUNTY SCHOOL DISTRICT :						100.00	100.00				
1513 BOISE PUBLIC LIBRARY											
1H548	1	IH548 QTR 3 LYNX CONSORTIUM BILLING	Invoice	05/14/2020	06/08/2020	2,228.58	2,228.58	100-45-41325		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1513 BOISE PUBLIC LIBRARY :						2,228.58	2,228.58				
50380 BOULDER MOUNTAIN HEATING											
14263	1	14263 CHANGE FILTERS, SET THEROSTATS FOR	Invoice	05/11/2020	06/08/2020	202.00	202.00	100-45-41413		520	1
Total 50380 BOULDER MOUNTAIN HEATING:						202.00	202.00				
50384 BROCKWAY ENGINEERING PLLC											
36767	1	RIVER ST. WELL IMPROVEMENTS	Invoice	04/19/2020	06/08/2020	225.00	225.00	200-60-41539	20.60.0002.1	520	1
36826	1	Invoice# 36826 Flood Map Review	Invoice	04/20/2020	06/08/2020	705.22	705.22	100-20-41313		620	1
Total 50384 BROCKWAY ENGINEERING PLLC:						930.22	930.22				
6051 CENTURY LINK											
149104	1	211 125B LONG DIST- TREATMENT PLANT	Invoice	04/30/2020	05/15/2020	.04-	.04-	210-70-41713		520	1
149104	2	211 125B LONG DIST- Water Dept	Invoice	04/30/2020	05/15/2020	.04-	.04-	200-60-41713		520	1
149104	3	3147 220B LONG DIST: FIRE DEPT	Invoice	04/30/2020	05/15/2020	.08-	.08-	100-55-41713		520	1
149104	4	5965-737B LONG DIST- STREET SHOP	Invoice	04/30/2020	05/15/2020	.08-	.08-	100-40-41713		520	1
149104	5	9814 260B long distance	Invoice	04/30/2020	05/15/2020	.07-	.07-	100-15-41713		520	1
149104	6	9814 260B long distance	Invoice	04/30/2020	05/15/2020	.07-	.07-	200-15-41713		520	1
149104	7	9814 260B long distance	Invoice	04/30/2020	05/15/2020	.07-	.07-	210-15-41713		520	1
149104	8	9814 260B long distance	Invoice	04/30/2020	05/15/2020	.07-	.07-	100-25-41713		520	1
149104	9	9814 260B long distance	Invoice	04/30/2020	05/15/2020	.07-	.07-	100-20-41713		520	1
149104	10	9814 260B long distance- 33.33%	Invoice	04/30/2020	05/15/2020	.02-	.02-	100-42-41713		520	1
149104	11	9814 260B long distance- 33.33%	Invoice	04/30/2020	05/15/2020	.02-	.02-	200-42-41713		520	1
149104	12	9814 260B long distance- 33.33%	Invoice	04/30/2020	05/15/2020	.02-	.02-	210-42-41713		520	1
Total 6051 CENTURY LINK:						.65-	.65-				
5361 CENTURY LINK - PHONE SERVICE											
2.1.202	1	CREDIT, check will be mailed to us in 7 days	Invoice	02/01/2020	02/08/2020	293.44-	293.44-	100-25-41713		220	1
Total 5361 CENTURY LINK - PHONE SERVICE:						293.44-	293.44-				
5702 CINTAS											
501654	1	5016541499 FIRST AID SUPPLIES	Invoice	04/16/2020	06/08/2020	154.99	154.99	100-40-41413		520	1
Total 5702 CINTAS:						154.99	154.99				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
644 CITY OF HAILEY PETTY CASH											
897870	1	poLICE ID CARD- Andrew Tucker	Invoice	05/19/2020	06/08/2020	5.00	5.00	100-25-41215		520	1
Total 644 CITY OF HAILEY PETTY CASH:						5.00	5.00				
5961 CLEARWATER POWER EQUIPMENT LLC											
040220	1	04022003 ASPHALT SCARIFIER	Invoice	04/02/2020	06/08/2020	491.25	491.25	100-40-41405		520	1
051421	1	05142102HUSTELR ZERO TURN CONTROL ASSE	Invoice	05/14/2020	06/08/2020	40.77	40.77	100-50-41405		520	1
W1930	1	W19305 HUSTLER Z-TURN, REPLECE TIRE, SPIN	Invoice	05/26/2020	06/08/2020	566.88	566.88	100-50-41405		520	1
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						1,098.90	1,098.90				
50396 COASTLINE EQUIPMENT											
CM646	1	650741 RETURN RADIATOR	Invoice	12/19/2019	02/19/2020	4,095.76-	4,095.76-	100-40-41405		320	1
Total 50396 COASTLINE EQUIPMENT:						4,095.76-	4,095.76-				
893 CONCRETE CONSTRUCTION SUPPLY											
S33333	1	S33333 CREDIT MEMO for unused CONCRETE BA	Invoice	11/14/2019	05/21/2020	43.50-	43.50-	210-70-41403		520	1
Total 893 CONCRETE CONSTRUCTION SUPPLY:						43.50-	43.50-				
337 COPY & PRINT LLC											
100826	1	100826 Credit Memo - Returned envelopes and W2s	Invoice	02/05/2020	05/10/2020	2.21-	2.21-	100-15-41215		520	1
100826	2	100826 Credit Memo - Returned envelopes and W2s	Invoice	02/05/2020	05/10/2020	2.21-	2.21-	200-15-41215		520	1
100826	3	100826 Credit Memo - Returned envelopes and W2s	Invoice	02/05/2020	05/10/2020	2.22-	2.22-	210-15-41215		520	1
OUT-11	1	OUT-1136 COPY PAPER	Invoice	05/13/2020	06/08/2020	85.98	85.98	100-45-41215		520	1
Total 337 COPY & PRINT LLC:						79.34	79.34				
2808 CORE & MAIN LP											
M0387	1	BOLT PACK	Invoice	04/01/2020	06/08/2020	247.30	247.30	200-60-41539	20.60.0002.1	520	1
M0387	2	PIPE SECTIONS	Invoice	04/01/2020	06/08/2020	2,316.25	2,316.25	200-60-41539	20.60.0002.1	520	1
M0387	3	FLANGE COUPLING	Invoice	04/01/2020	06/08/2020	1,143.94	1,143.94	200-60-41539	20.60.0002.1	520	1
M0387	4	45 ELBOW	Invoice	04/01/2020	06/08/2020	326.83	326.83	200-60-41539	20.60.0002.1	520	1
M0387	5	SUPPORT STAND	Invoice	04/01/2020	06/08/2020	145.60	145.60	200-60-41539	20.60.0002.1	520	1
M1441	1	ULTRA MAG METER	Invoice	04/28/2020	06/08/2020	6,077.03	6,077.03	200-60-41539	20.60.0002.1	520	1
M1690	1	FLANGE COUPLING	Invoice	04/17/2020	06/08/2020	607.98	607.98	200-60-41539	20.60.0002.1	520	1
M2649	1	M264987 3/4" SHORT LAY METERS	Invoice	04/28/2020	05/28/2020	4,305.84	4,305.84	220-65-41403		520	1
M2649	2	M264987 1" METER	Invoice	04/28/2020	05/28/2020	1,804.88	1,804.88	220-65-41403		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
M2649	3	M264987 GASKETS	Invoice	04/28/2020	05/28/2020	10.00	10.00	200-60-41403		520	1
Total 2808 CORE & MAIN LP:						16,985.65	16,985.65				
972 COX COMMUNICATIONS											
05.18.2	1	INTERNET WASTEWATER	Invoice	05/18/2020	06/08/2020	55.20	55.20	210-70-41713		620	1
05.18.2	2	INTERNET WATER	Invoice	05/18/2020	06/08/2020	55.20	55.20	200-60-41713		620	1
Total 972 COX COMMUNICATIONS:						110.40	110.40				
177 CUES INCORPORATED											
561103	1	561103 SEWER CAMERA REPAIR PARTS	Invoice	05/18/2020	06/08/2020	338.54	338.54	210-70-41405		520	1
Total 177 CUES INCORPORATED:						338.54	338.54				
50468 DELL MARKETING LP											
103943	1	#10394364494 GRANT- 8 IN CAR LAPTOPS/MDT	Invoice	05/20/2020	06/08/2020	14,320.32	14,320.32	100-25-41549		520	1
Total 50468 DELL MARKETING LP:						14,320.32	14,320.32				
781 DIG LINE											
006334	1	0063344-IN DIG LINE FEES W	Invoice	04/30/2020	06/08/2020	2.51	2.51	200-60-41325		520	1
006334	2	0063344-IN DIG LINE FEES WW	Invoice	04/30/2020	06/08/2020	2.51	2.51	210-70-41325		520	1
Total 781 DIG LINE:						5.02	5.02				
5594 DIGITAL VOICE TECHNOLOGIES											
596	1	596 upgrade digital recording during COVID event	Invoice	05/12/2020	05/30/2020	1,704.66	1,704.66	100-15-41515		520	1
596	2	596 upgrade digital recording during COVID event	Invoice	05/12/2020	05/30/2020	1,704.67	1,704.67	200-15-41515		520	1
596	3	596 upgrade digital recording during COVID event	Invoice	05/12/2020	05/30/2020	1,704.67	1,704.67	210-15-41515		520	1
Total 5594 DIGITAL VOICE TECHNOLOGIES:						5,114.00	5,114.00				
2004 DISCOUNTCELL, INC.											
OE-235	1	ORDER#:QO-16770 ROUTERS TO CONNECT IRR	Invoice	05/06/2020	06/08/2020	1,397.64	1,397.64	100-50-41403		620	1
Total 2004 DISCOUNTCELL, INC.:						1,397.64	1,397.64				
50464 DYNAMIC SYSTEMS INC.											
32998	1	#32998 GRANT - E. TICKETS SUPPLY PAPER AND	Invoice	04/30/2020	06/08/2020	1,362.44	1,362.44	100-25-41549		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
32999	1	#32999 GRANT- E.TICKET EQUIPMENT INSTALL	Invoice	04/30/2020	06/08/2020	6,456.16	6,456.16	100-25-41549		520	1
Total 50464 DYNAMIC SYSTEMS INC.:						7,818.60	7,818.60				
8553 ELLSWORTH, BRYSON											
70160	1	RECEIPT 70160 BRYSON LICENSES UPGRADE W	Invoice	05/22/2020	06/08/2020	140.00	140.00	210-70-41723		520	1
786493	1	513983 CONTINUING EDUCATION COURSE	Invoice	04/17/2019	06/08/2020	115.00	115.00	210-70-41723		520	1
792528	1	792528 CONTINUING EDUCATION COURSE	Invoice	07/11/2019	06/08/2020	116.00	116.00	210-70-41723		520	1
804086	1	531327 CONTINUING EDUCATION COURSE	Invoice	12/17/2019	06/08/2020	116.00	116.00	210-70-41723		520	1
Total 8553 ELLSWORTH, BRYSON:						487.00	487.00				
2628 FASTENAL COMPANY											
IDJER8	1	HAND TOWELS	Invoice	03/31/2020	06/08/2020	109.20	109.20	200-60-41405		520	1
Total 2628 FASTENAL COMPANY:						109.20	109.20				
348 FEDERAL EXPRESS											
6-968-7	1	SHIPPING W	Invoice	03/26/2020	06/08/2020	15.03	15.03	200-60-41213		520	1
Total 348 FEDERAL EXPRESS :						15.03	15.03				
1584 FIRST BANKCARD - BALEDGE											
APRIL	1	NEWEGG INC Acer Laptop Aspire 5	Invoice	04/30/2020	05/25/2020	635.99	635.99	100-55-41211	20.15.0001.1	520	1
APRIL	2	Conway Shields- Helmet Shield	Invoice	04/30/2020	05/25/2020	356.71	356.71	100-55-41703		520	1
APRIL	3	South Valley Pizzaria Wildland Fire on 4/18/2020	Invoice	04/30/2020	05/25/2020	43.16	43.16	100-55-41723		520	1
APRIL	4	Active911 inv# 160983 Traditional Subscription for ag	Invoice	04/30/2020	05/25/2020	429.00	429.00	100-55-41711		520	1
APRIL	5	Kb's Burritos Food for East Fork Wild Land Fire 4/23/	Invoice	04/30/2020	05/25/2020	50.00	50.00	100-55-41723		520	1
Total 1584 FIRST BANKCARD - BALEDGE:						1,514.86	1,514.86				
5372 FIRST BANKCARD - CONE											
2020	1	remote pc annual membership	Invoice	05/29/2020	06/08/2020	62.37	62.37	100-15-41215	20.15.0001.1	520	1
2020	2	remote pc annual membership	Invoice	05/29/2020	06/08/2020	62.37	62.37	200-15-41215		520	1
2020	3	remote pc annual membership	Invoice	05/29/2020	06/08/2020	62.38	62.38	210-15-41215		520	1
APRIL	1	penalty and interest	Invoice	05/29/2020	06/08/2020	83.91	83.91	100-15-41215		520	1
APRIL	2	penalty and interest	Invoice	05/29/2020	06/08/2020	83.92	83.92	200-15-41215		520	1
APRIL	3	penalty and interest	Invoice	05/29/2020	06/08/2020	83.92	83.92	210-15-41215		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 5372 FIRST BANKCARD - CONE:						438.87	438.87				
5371 FIRST BANKCARD - DAWSON											
APRIL	1	INSIDE MAGIC VALLEY.COM	Invoice	04/30/2020	05/25/2020	545.00	545.00	100-45-41319		520	1
APRIL	1	206234041 GO TO MEETING SUBSCRIPTION FOR	Invoice	04/30/2020	05/25/2020	4.66	4.66	100-42-41711		520	1
APRIL	2	206234041 GO TO MEETING SUBSCRIPTION FOR	Invoice	04/30/2020	05/25/2020	4.67	4.67	200-42-41711		520	1
APRIL	3	206234041 GO TO MEETING SUBSCRIPTION FOR	Invoice	04/30/2020	05/25/2020	4.67	4.67	210-42-41711		520	1
APRIL	4	210559575 CANCELLATION GO TO MEETING SUB	Invoice	04/30/2020	05/25/2020	3.57-	3.57-	100-42-41711		520	1
APRIL	5	210559575 CANCELLATION GO TO MEETING SUB	Invoice	04/30/2020	05/25/2020	3.58-	3.58-	200-42-41711		520	1
APRIL	6	210559575 CANCELLATION GO TO MEETING SUB	Invoice	04/30/2020	05/25/2020	3.58-	3.58-	210-42-41711		520	1
Total 5371 FIRST BANKCARD - DAWSON:						548.27	548.27				
5789 FIRST BANKCARD - ENGLAND											
B88453	1	BARN MATS 4X6 FOR HPD LOCKER ROOM GYM	Invoice	04/02/2020	06/08/2020	193.45	193.45	100-25-41215		520	1
Total 5789 FIRST BANKCARD - ENGLAND:						193.45	193.45				
5379 FIRST BANKCARD - GELSKEY											
APRIL	1	CONSTANT CONTACT April 17 2020	Invoice	04/30/2020	05/25/2020	70.99	70.99	100-45-41713		520	1
APRIL	2	WALL STREE JOURNAL 4/24/20	Invoice	04/30/2020	05/25/2020	52.99	52.99	100-45-41711		520	1
Total 5379 FIRST BANKCARD - GELSKEY:						123.98	123.98				
1588 FIRST BANKCARD - HOROWITZ											
840-59	1	Postage for adjoiners while office machine down	Invoice	04/15/2020	05/25/2020	35.20	35.20	100-20-41213		520	1
APRIL	1	05/2020 Idaho Statesman Subscription	Invoice	04/07/2020	06/08/2020	13.77	13.77	100-20-41711		620	1
APRIL	1	Gotomeeting monthly subscription	Invoice	04/17/2020	06/08/2020	56.07	56.07	100-20-41711		620	1
Total 1588 FIRST BANKCARD - HOROWITZ:						105.04	105.04				
5114 FLINT TRADING INC											
245194	1	245194 SIGNS, BLUE LINE MATERIAL, WHITE LIN	Invoice	04/22/2020	06/08/2020	3,140.70	3,140.70	100-40-41403		520	1
Total 5114 FLINT TRADING INC:						3,140.70	3,140.70				
996 FREEDOM MAILING SERVICES											
38196	1	38196 Delinquent letters and postage	Invoice	05/05/2020	05/30/2020	75.15	75.15	100-15-41323		520	1
38196	2	38196 Delinquent letters and postage	Invoice	05/05/2020	05/30/2020	75.15	75.15	200-15-41323		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
38196	3	38196 Delinquent letters and postage	Invoice	05/05/2020	05/30/2020	75.14	75.14	210-15-41323		520	1
Total 996 FREEDOM MAILING SERVICES:						225.44	225.44				
5909 FUGATE, JANET											
05/04/2	1	P&Z Stipend 05/04 and 05/18	Invoice	05/04/2020	06/08/2020	112.50	112.50	100-10-41313		620	1
05/18/2	1	P&Z Stipend	Invoice	05/18/2020	06/08/2020	56.24	56.24	200-10-41313		620	1
05/28/2	1	P&Z Stipend	Invoice	05/28/2020	06/08/2020	56.26	56.26	210-10-41313		620	1
Total 5909 FUGATE, JANET:						225.00	225.00				
805 G.J. VERTI LINE PUMPS, INC.											
11728	1	BASIC MOTOR OVERHAUL	Invoice	03/31/2020	06/08/2020	490.00	490.00	200-60-41539	20.60.0002.1	520	1
Total 805 G.J. VERTI LINE PUMPS, INC.:						490.00	490.00				
369 GEM STATE WELDERS SUPPLY INC.											
193389	1	TANK RENTAL FEE	Invoice	03/31/2020	06/08/2020	8.06	8.06	200-60-41791		520	1
193992	1	193992 CYLINDER FUEL	Invoice	04/30/2020	06/08/2020	7.80	7.80	100-40-41719		520	1
193994	1	TANK RENTAL FEE	Invoice	04/30/2020	06/08/2020	7.80	7.80	200-60-41791		520	1
E26174	1	CHLORINE	Invoice	03/11/2020	06/08/2020	400.00	400.00	200-60-41791		520	1
Total 369 GEM STATE WELDERS SUPPLY INC. :						423.66	423.66				
5028 GIRLS ON THE RUN											
2/21/20	1	Refund Special Event - Color Me Fearless	Invoice	02/21/2020	06/08/2020	225.00	225.00	100-00-32265		520	1
2/21/20	2	Refund banner reservation - Color Me Fearless	Invoice	02/21/2020	06/08/2020	100.00	100.00	100-00-32234		520	1
Total 5028 GIRLS ON THE RUN:						325.00	325.00				
6023 GIVENS PURSLEY LLP											
213197	1	213197 GENERAL WATER	Invoice	04/13/2020	06/08/2020	3,828.50	3,828.50	200-60-41313		520	1
Total 6023 GIVENS PURSLEY LLP:						3,828.50	3,828.50				
851 GLASS MASTERS, INC											
WO-20	1	WO-20895 sneeze guards for clerks office public win	Invoice	04/30/2020	05/30/2020	253.43	253.43	100-15-41215		520	1
WO-20	2	WO-20895 sneeze guards for clerks office public win	Invoice	04/30/2020	05/30/2020	253.44	253.44	200-15-41215		520	1
WO-20	3	WO-20895 sneeze guards for clerks office public win	Invoice	04/30/2020	05/30/2020	253.44	253.44	210-15-41215		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 851 GLASS MASTERS, INC :						760.31	760.31				
336 GO FER IT EXPRESS											
93575	1	93575 LOCAL SHIPPING W	Invoice	03/31/2020	04/10/2020	102.00	102.00	200-60-41213		520	1
94264	1	LOCAL SHIPPING W	Invoice	04/30/2020	06/08/2020	17.00	17.00	200-60-41213		520	1
Total 336 GO FER IT EXPRESS:						119.00	119.00				
1850 GREAT AMERICA FINANCIAL SERVICES											
270277	1	Invoice # 27027746 Due 6/23/2020	Invoice	05/11/2020	06/08/2020	69.00	69.00	100-20-41323		620	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						69.00	69.00				
658 HAILEY CHAMBER OF COMMERCE											
APRIL/	1	CHAMBER LOT EXPENSES APRIL 2020	Invoice	05/22/2020	06/08/2020	4,383.83	4,383.83	100-10-41707		520	1
Total 658 HAILEY CHAMBER OF COMMERCE:						4,383.83	4,383.83				
8069 HILLSIDE AUTO											
34597	1	34597 WW7017 VEHICLE	Invoice	05/28/2020	06/08/2020	157.30	157.30	210-70-41415		520	1
Total 8069 HILLSIDE AUTO:						157.30	157.30				
8606 HRA VEBA TRUST											
JUNE/2	1	MONTHLY VEBA CONTRIBUTION June 2020	Invoice	05/25/2020	06/08/2020	121.72	121.72	100-50-41126		520	1
JUNE/2	2	MONTHLY VEBA CONTRIBUTION June 2020	Invoice	05/25/2020	06/08/2020	243.44	243.44	100-20-41126		520	1
JUNE/2	3	MONTHLY VEBA CONTRIBUTION June 2020	Invoice	05/25/2020	06/08/2020	1,534.74	1,534.74	100-25-41126		520	1
JUNE/2	4	MONTHLY VEBA CONTRIBUTION June 2020	Invoice	05/25/2020	06/08/2020	633.30	633.30	100-45-41126		520	1
JUNE/2	5	MONTHLY VEBA CONTRIBUTION June 2020	Invoice	05/25/2020	06/08/2020	511.58	511.58	200-60-41126		520	1
JUNE/2	6	MONTHLY VEBA CONTRIBUTION June 2020	Invoice	05/25/2020	06/08/2020	620.95	620.95	210-70-41126		520	1
JUNE/2	7	MONTHLY VEBA CONTRIBUTION June 2020	Invoice	05/25/2020	06/08/2020	211.10	211.10	100-15-41126		520	1
JUNE/2	8	MONTHLY VEBA CONTRIBUTION June 2020	Invoice	05/25/2020	06/08/2020	211.10	211.10	200-15-41126		520	1
JUNE/2	9	MONTHLY VEBA CONTRIBUTION	Invoice	05/25/2020	06/08/2020	211.10	211.10	210-15-41126		520	1
POCFF	1	POCff APR 20	Invoice	05/14/2020	05/30/2020	9,000.00	9,000.00	160-55-41185	18.55.0002.1	520	1
Total 8606 HRA VEBA TRUST:						13,299.03	13,299.03				
3124 IDAHO BUREAU OF W & WW PROF.											
FEBRU	1	LICENSE # WWT2-19870 D.SHOTSWELL	Invoice	02/27/2020	06/08/2020	30.00	30.00	210-70-41723		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 3124 IDAHO BUREAU OF W & WW PROF.:						30.00	30.00				
671 IDAHO LUMBER & HARDWARE											
814624	1	814624 vinyl tubing, comp inserts, sleeves	Invoice	04/08/2020	06/08/2020	2.22	2.22	100-40-41405		520	1
815635	1	815635 FENCE- FLAG MARKERS, BRAID NYLON L	Invoice	04/21/2020	06/08/2020	43.53	43.53	100-40-41405		520	1
816572	1	816572 SCREW CABINET	Invoice	04/29/2020	06/08/2020	12.99	12.99	100-40-41405		520	1
816573	1	816573 WOOD 2X4	Invoice	04/29/2020	06/08/2020	29.92	29.92	100-40-41405		520	1
816604	1	BOLTS	Invoice	04/29/2020	06/08/2020	44.04	44.04	200-60-41539	20.60.0002.1	520	1
817104	1	PILOT BIT	Invoice	05/04/2020	06/08/2020	11.98	11.98	200-60-41403		520	1
817203	1	Inv # 817203 Rope multi nylon for Covid test	Invoice	05/05/2020	06/10/2020	19.77	19.77	100-55-41723	20.15.0001.1	520	1
817567	1	817567 MARKING PAINT	Invoice	05/07/2020	06/08/2020	13.18	13.18	100-40-41405		520	1
817790	1	Inv# 817790 Tape rule, snap fastener, extreme velcro	Invoice	05/08/2020	06/08/2020	23.17	23.17	100-55-41405		520	1
818005	1	818005 BATTERIES	Invoice	05/11/2020	06/08/2020	9.99	9.99	100-40-41215		520	1
818075	1	818075 HARDWARE JIMMY'S GARDEN	Invoice	05/11/2020	06/10/2020	18.27	18.27	100-50-41403		520	1
818075	2	818031 REPLACE BOARD ON LIONS BLEACHERS	Invoice	05/11/2020	06/10/2020	33.17	33.17	100-50-41403		520	1
818196	1	COAX FITTINGS	Invoice	05/12/2020	06/08/2020	11.77	11.77	200-60-41403		520	1
818229	1	CRIMPING TOOL	Invoice	05/12/2020	06/08/2020	26.99	26.99	200-60-41405		520	1
819331	1	819331 starter fluid, tarp	Invoice	05/20/2020	06/08/2020	22.98	22.98	100-50-41403		520	1
820212	1	820212 TRIMMER LINE	Invoice	05/27/2020	06/08/2020	15.99	15.99	100-50-41403		520	1
Total 671 IDAHO LUMBER & HARDWARE:						339.96	339.96				
400 IDAHO MOUNTAIN EXPRESS											
4/30/20	1	job ads for street parks and ww	Invoice	04/30/2020	06/08/2020	95.40	95.40	100-40-41319		520	1
4/30/20	2	job ads for street parks and ww	Invoice	04/30/2020	06/08/2020	95.40	95.40	100-50-41319		520	1
4/30/20	3	job ads for street parks and ww	Invoice	04/30/2020	06/08/2020	95.40	95.40	210-70-41319		520	1
4/30/20	4	job ads for Library director, street parks and ww	Invoice	04/30/2020	06/08/2020	237.75	237.75	100-45-41319		520	1
4/30/20	5	job adds for Library director, street parks and ww	Invoice	04/30/2020	06/08/2020	237.75	237.75	100-40-41319		520	1
4/30/20	6	job adds for Library director, street parks and ww	Invoice	04/30/2020	06/08/2020	237.75	237.75	100-50-41319		520	1
4/30/20	7	job adds for Library director, street parks and ww	Invoice	04/30/2020	06/08/2020	237.75	237.75	210-70-41319		520	1
4/30/20	8	Ord. 1260 emergency health ord declared	Invoice	04/30/2020	06/08/2020	96.60	96.60	100-15-41319	20.15.0001.1	520	1
4/30/20	9	health emergency order 2020-01	Invoice	04/30/2020	06/08/2020	76.66	76.66	100-15-41319	20.15.0001.1	520	1
4/30/20	10	health emergency order 2020-01	Invoice	04/30/2020	06/08/2020	76.67	76.67	200-15-41319	20.15.0001.1	520	1
4/30/20	11	health emergency order 2020-01	Invoice	04/30/2020	06/08/2020	76.67	76.67	210-15-41319	20.15.0001.1	520	1
4/30/20	12	4/27 CC meeting	Invoice	04/30/2020	06/08/2020	70.84	70.84	100-20-41319		520	1
4/30/20	13	Ord. 1258 Clear Creek rubbish franchise ad	Invoice	04/30/2020	06/08/2020	125.12	125.12	210-15-41319		520	1
4/30/20	14	5/4 P&Z	Invoice	04/30/2020	06/08/2020	51.52	51.52	100-20-41319		520	1
4/30/20	15	Ord. 1259 single use plastic ord	Invoice	04/30/2020	06/08/2020	157.32	157.32	100-20-41319		520	1
4/30/20	16	Ord. 1262 trees	Invoice	04/30/2020	06/08/2020	77.28	77.28	100-50-41319		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4/30/20	17	5/11 CC public hearings for pz	Invoice	04/30/2020	06/08/2020	78.20	78.20	100-20-41319		520	1
4/30/20	18	5/18 P&Z meeting	Invoice	04/30/2020	06/08/2020	51.52	51.52	100-20-41319		520	1
4/30/20	19	4/20 P&Z meeting	Invoice	04/30/2020	06/08/2020	72.68	72.68	100-20-41319		520	1
Total 400 IDAHO MOUNTAIN EXPRESS:						2,248.28	2,248.28				
22433 IDAHO POWER											
05/18/2	1	IP Accnt#2204414540 Street lights	Invoice	05/18/2020	06/08/2020	167.85	167.85	100-40-41717		620	1
05/18/2	2	IP Accnt#2204935643 STREET -1811 MERLIN LOO	Invoice	05/18/2020	06/08/2020	764.90	764.90	100-40-41717		620	1
05/18/2	3	IP Accnt#2204935643 HFD	Invoice	05/18/2020	06/08/2020	229.06	229.06	100-55-41717		620	1
05/18/2	4	IP Accnt#2204935643 LIBRARY	Invoice	05/18/2020	06/08/2020	428.41	428.41	100-45-41717		620	1
05/18/2	5	IP Accnt#2204935643 /33%	Invoice	05/18/2020	06/08/2020	153.82	153.82	100-42-41717		620	1
05/18/2	6	IP Accnt#2204935643 /33%	Invoice	05/18/2020	06/08/2020	153.82	153.82	200-42-41717		620	1
05/18/2	7	IP Accnt#2204935643 /33%	Invoice	05/18/2020	06/08/2020	153.82	153.82	210-42-41717		620	1
05/18/2	8	IP Accnt#2204637769 W WATER	Invoice	05/18/2020	06/08/2020	8,515.68	8,515.68	210-70-41717		620	1
05/18/2	9	IP Accnt#22062003362 WATER	Invoice	05/18/2020	06/08/2020	6,332.91	6,332.91	200-60-41717		620	1
05/18/2	10	IP Accnt#2206105138 STREET	Invoice	05/18/2020	06/08/2020	56.42	56.42	100-40-41715		620	1
05/18/2	11	IP Accnt#2220558908 HEAGLE/1151 War Eagle	Invoice	05/18/2020	06/08/2020	5.29	5.29	100-40-41717		620	1
05/18/2	12	IP Accnt#2220558932 LIONS/11 CROY CREEK	Invoice	05/18/2020	06/08/2020	148.12	148.12	100-40-41717		620	1
Total 22433 IDAHO POWER:						17,110.10	17,110.10				
837 IDAHO STATESMAN											
05/11/2	1	Yearly Subscription BOI-733712578	Invoice	05/11/2020	06/08/2020	633.88	633.88	100-45-41735		520	1
Total 837 IDAHO STATESMAN :						633.88	633.88				
612 INGRAM BOOK COMPANY											
451994	1	Library Books and Materials	Invoice	04/23/2020	06/08/2020	10.63	10.63	100-45-41535		520	1
451994	1	Library Books and Materials	Invoice	04/23/2020	06/08/2020	16.21	16.21	100-45-41535		520	1
451994	1	Library Books and Materials	Invoice	04/23/2020	06/08/2020	52.04	52.04	100-45-41535		520	1
454191	1	Library Books and Materials	Invoice	04/30/2020	06/08/2020	63.24	63.24	100-45-41535		520	1
454191	1	Library Books and Materials	Invoice	04/30/2020	06/08/2020	49.89	49.89	100-45-41535		520	1
455858	1	Library Books and Materials	Invoice	05/07/2020	06/08/2020	8.69	8.69	100-45-41535		520	1
455858	1	Library Books and Materials	Invoice	05/07/2020	06/08/2020	8.97	8.97	100-45-41535		520	1
455858	1	Library Books and Materials	Invoice	05/07/2020	06/08/2020	462.25	462.25	100-45-41535		520	1
455858	1	Library Books and Materials	Invoice	05/07/2020	06/08/2020	12.75	12.75	100-45-41535		520	1
455858	1	Library Books and Materials	Invoice	05/07/2020	06/08/2020	64.20	64.20	100-45-41535		520	1
456349	1	Library Books and Materials	Invoice	05/10/2020	06/08/2020	44.41	44.41	100-45-41535		520	1
456609	1	Library Books and Materials	Invoice	05/11/2020	06/08/2020	15.67	15.67	100-45-41535		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
456609	1	Library Books and Materials	Invoice	05/11/2020	06/08/2020	15.67	15.67	100-45-41535		520	1
457028	1	Library Books and Materials	Invoice	05/12/2020	06/08/2020	261.39	261.39	100-45-41535	20.45.0004.1	620	1
457028	1	Library Books and Materials	Invoice	05/12/2020	06/08/2020	48.13	48.13	100-45-41535		520	1
457591	1	Library Books and Materials	Invoice	05/14/2020	06/08/2020	70.16	70.16	100-45-41535		620	1
459239	1	Library Books and Materials	Invoice	05/21/2020	06/08/2020	48.68	48.68	100-45-41535		620	1
459239	1	Library Books and Materials	Invoice	05/21/2020	06/08/2020	15.11	15.11	100-45-41535		620	1
459239	1	Library Books and Materials	Invoice	05/21/2020	06/08/2020	47.58	47.58	100-45-41535		620	1
Total 612 INGRAM BOOK COMPANY:						1,315.67	1,315.67				
5013 INSITE TOWERS LLC											
542964	1	1/3 Share DELLA MT TOWER RENTAL 5/1/2020 542	Invoice	05/01/2020	06/08/2020	65.80	65.80	100-42-41713		520	1
542964	2	1/3 Share DELLA MT TOWER RENTAL 5/1/2020 542	Invoice	05/01/2020	06/08/2020	65.80	65.80	200-42-41713		520	1
542964	3	1/3 Share DELLA MT TOWER RENTAL 5/1/2020 542	Invoice	05/01/2020	06/08/2020	65.79	65.79	210-42-41713		520	1
542964	4	DELLA MT TOWER RENTAL 5/1/2020 5429644	Invoice	05/01/2020	06/08/2020	498.16	498.16	200-60-41713		520	1
Total 5013 INSITE TOWERS LLC:						695.55	695.55				
229 INTEGRATED TECHNOLOGIES											
142348	1	Inv # 142348 BW, Color for XL3578261	Invoice	04/29/2020	05/10/2020	60.80	60.80	100-55-41211		520	1
143359	1	#143359 SHARP MX-2310U MAINTENANCE FOR H	Invoice	05/19/2020	06/08/2020	73.21	73.21	100-25-41411		520	1
Total 229 INTEGRATED TECHNOLOGIES:						134.01	134.01				
384 INTERMOUNTAIN GAS COMPANY											
05.21.2	1	meter 536199 P/W 33.3%	Invoice	05/21/2020	06/08/2020	9.21	9.21	100-42-41717		620	1
05.21.2	2	meter 536199 P/W 33.3%	Invoice	05/21/2020	06/08/2020	9.21	9.21	200-42-41717		620	1
05.21.2	3	meter 536199 P/W 33.3%	Invoice	05/21/2020	06/08/2020	9.21	9.21	210-42-41717		620	1
05.21.2	4	METER 536199 library	Invoice	05/21/2020	06/08/2020	27.64	27.64	100-45-41717		620	1
05.21.2	5	meter 520352 PW 1241 WAR EAGLE	Invoice	05/21/2020	06/08/2020	9.79	9.79	100-50-41717		620	1
05.21.2	6	meter 223166 4297 Glenbrook Shop	Invoice	05/21/2020	06/08/2020	19.30	19.30	210-70-41717		620	1
05.21.2	7	meter 482629802 HAILEY POLICE-ARMORY	Invoice	05/21/2020	06/08/2020	139.79	139.79	100-25-41717		620	1
05.21.2	8	meter 517964 Woodside Treatment Plant	Invoice	05/21/2020	06/08/2020	24.07	24.07	210-70-41717		620	1
05.21.2	9	meter 223157 4297 Glenbrook A	Invoice	05/21/2020	06/08/2020	40.98	40.98	210-70-41717		620	1
05.21.2	10	meter 634547 4297 Glenbrook	Invoice	05/21/2020	06/08/2020	172.08	172.08	210-70-41717		620	1
05.21.2	11	meter 475252 WW Treatment Plant	Invoice	05/21/2020	06/08/2020	20.90	20.90	210-70-41717		620	1
05.21.2	12	meter 529797 STREET 1811 Merlin LP	Invoice	05/21/2020	06/08/2020	62.68	62.68	100-40-41717		620	1
05.21.2	13	meter 475481 HFD 617 S 3rd Ave	Invoice	05/21/2020	06/08/2020	17.72	17.72	100-55-41717		620	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 384 INTERMOUNTAIN GAS COMPANY:						562.58	562.58				
5883 IWORQ SYSTEMS, INC											
192480	1	192480 ASSET TRACKER PROG. W.	Invoice	04/01/2020	05/01/2020	1,250.00	1,250.00	200-60-41325		520	1
Total 5883 IWORQ SYSTEMS, INC:						1,250.00	1,250.00				
50395 JACKSON GROUP PETERBILT											
218425	1	21425 HUBCAP	Invoice	03/11/2020	06/08/2020	23.10	23.10	100-40-41405		520	1
219265	1	2192656 LED BEACON MINI EXCAVATOR	Invoice	04/14/2020	06/08/2020	266.12	266.12	100-40-41405		520	1
220135	1	220135 FREIGHT	Invoice	04/14/2020	06/08/2020	16.65	16.65	100-40-41405		520	1
CM215	1	CM215318 CREDIT- CORE RETURN- AIR COMP.	Invoice	01/28/2020	02/10/2020	400.00-	400.00-	100-40-41405		320	1
CM215	2	217602 HEAVY DUTY MUD FLAPS	Invoice	01/28/2020	02/10/2020	30.25	30.25	100-40-41405		320	1
CM215	3	217513 BRAKE CHAMBER	Invoice	01/28/2020	02/10/2020	93.20	93.20	100-40-41405		320	1
CM220	1	CM220135 CREDIT FREIGHT CHARGE	Invoice	04/15/2020	06/08/2020	16.65-	16.65-	100-40-41405		520	1
Total 50395 JACKSON GROUP PETERBILT:						12.67	12.67				
330 JANE'S ARTIFACTS											
046990	1	046990 POSTER BOARD	Invoice	01/30/2020	02/29/2020	18.15	18.15	100-45-41215		520	1
046990	2	047031 ENVELOPS WINDOW AND STANDARD	Invoice	01/30/2020	02/29/2020	69.98	69.98	100-45-41215		520	1
047592	1	047592 NOTEPADS, GEL WRIST PAD	Invoice	03/25/2020	06/08/2020	47.90	47.90	100-40-41215		520	1
047605	1	047605 MOUSE PAD, WRIST REST	Invoice	03/30/2020	06/08/2020	21.90	21.90	100-40-41215		520	1
Total 330 JANE'S ARTIFACTS:						157.93	157.93				
1065 JOE'S BACKHOE SERVICES INC											
237214	1	237214 TOP SOIL WWTP	Invoice	05/07/2020	06/06/2020	252.00	252.00	210-70-41419		520	1
Total 1065 JOE'S BACKHOE SERVICES INC:						252.00	252.00				
386 L.L. GREENS											
A57677	1	RUBBER GLOVES	Invoice	03/25/2020	06/08/2020	31.98	31.98	200-60-41703		520	1
A57915	1	SEALANT	Invoice	04/22/2020	06/08/2020	5.99	5.99	200-60-41401		520	1
A57915	2	FLASHLIGHT	Invoice	04/22/2020	06/08/2020	39.99	39.99	200-60-41403		520	1
A58008	1	a580089 FASTENERS CITY HALL SANITIZER INST	Invoice	04/29/2020	06/08/2020	4.33	4.33	100-42-41413	20.15.0001.1	520	1
A58008	2	a580089 FASTENERS CITY HALL SANITIZER INST	Invoice	04/29/2020	06/08/2020	4.33	4.33	200-42-41413	20.15.0001.1	520	1
A58008	3	a580089 FASTENERS CITY HALL SANITIZER INST	Invoice	04/29/2020	06/08/2020	4.32	4.32	210-42-41413	20.15.0001.1	520	1
A58172	1	BRASS ELBOW	Invoice	05/11/2020	06/08/2020	5.59	5.59	200-60-41401		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
A58172	2	HOSE	Invoice	05/11/2020	06/08/2020	3.90	3.90	200-60-41401		520	1
A58178	1	BRASS PARTS	Invoice	05/12/2020	06/08/2020	9.08	9.08	200-60-41401		520	1
B32693	1	SHOVEL	Invoice	04/15/2020	06/08/2020	18.99	18.99	200-60-41405		520	1
B32816	1	FOLDING TABLE	Invoice	04/29/2020	06/08/2020	79.99	79.99	200-60-41405		520	1
B32953	1	PLUG	Invoice	05/11/2020	06/08/2020	6.68	6.68	200-60-41401		520	1
D41359	1	BOLTS	Invoice	03/25/2020	06/08/2020	5.39	5.39	200-60-41539	20.60.0002.1	520	1
MARC	1	A582919 LAWN&GARDEN PLUG	Invoice	05/21/2020	06/08/2020	2.99	2.99	100-50-41403		620	1
MARC	1	B331300 GFI TESTER	Invoice	05/28/2020	06/08/2020	10.49	10.49	100-50-41403		620	1
Total 386 L.L. GREENS :						234.04	234.04				
227 L.N. CURTIS AND SONS											
INV387	1	INV387425 1010 CAIRNS CUSTOM traditional helme	Invoice	05/08/2020	06/08/2020	639.80	639.80	100-55-41703	18.55.0002.1	520	1
INV388	1	INV388611 Rubber Firefighter boots	Invoice	05/12/2020	06/08/2020	314.24	314.24	100-55-41703	18.55.0002.1	520	1
Total 227 L.N. CURTIS AND SONS :						954.04	954.04				
50377 LANGE, JEREMY											
5/18/20	1	Reimbursement request for Wildland Fire Boots	Invoice	05/18/2020	06/08/2020	100.00	100.00	100-55-41703		520	1
Total 50377 LANGE, JEREMY:						100.00	100.00				
5566 LANTIS PRODUCTIONS INC.											
20125	1	4th of July Fireworks 2020, payment 1 of 2	Invoice	04/02/2020	05/02/2020	7,500.00	7,500.00	100-10-41707		520	1
Total 5566 LANTIS PRODUCTIONS INC.:						7,500.00	7,500.00				
366 LES SCHWAB TIRE CENTER											
117006	1	11700615700 tires	Invoice	03/12/2020	06/08/2020	96.49	96.49	100-40-41405		520	1
117006	1	11700620297 TOOLCAT 5010	Invoice	04/15/2020	06/08/2020	66.00	66.00	100-40-41405		520	1
117006	1	11700622791 TIRES	Invoice	04/29/2020	06/08/2020	774.04	774.04	100-40-41415		520	1
117006	1	Inv # 11700625281 Winter Change Over for 2008 Ch	Invoice	05/13/2020	06/08/2020	79.96	79.96	100-55-41415		520	1
117006	1	Inv # 11700625282 Pressure Monitoring system sens	Invoice	05/13/2020	06/08/2020	265.96	265.96	100-55-41415		520	1
Total 366 LES SCHWAB TIRE CENTER:						1,282.45	1,282.45				
1847 LOHRKE, CONNER											
5/15/20	1	Reimbursement Request for Wildland Fire Boots	Invoice	05/15/2020	06/08/2020	100.00	100.00	100-55-41703		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1847 LOHRKE, CONNER:						100.00	100.00				
928 MAGIC VALLEY LABS, INC.											
15960	1	DRINKING WATER BACTERIA SAMPLES	Invoice	04/28/2020	06/08/2020	162.00	162.00	200-60-41795		520	1
15960	2	INDIAN CREEK WEEKLY SAMPLE	Invoice	04/28/2020	06/08/2020	200.00	200.00	200-60-41795		520	1
Total 928 MAGIC VALLEY LABS, INC.:						362.00	362.00				
9900 MCCLURE, JAMIE											
JANUA	1	Refund Park Reservation	Invoice	01/30/2020	06/08/2020	106.00	106.00	100-00-32265		520	1
Total 9900 MCCLURE, JAMIE:						106.00	106.00				
50463 MH TECHNOLOGY SUPPLY CORP											
INV042	1	#INV0420704-1 GRANT- READER KIT W/USB CABL	Invoice	04/28/2020	06/08/2020	1,719.00	1,719.00	100-25-41549		520	1
Total 50463 MH TECHNOLOGY SUPPLY CORP:						1,719.00	1,719.00				
5036 MOUNTAIN RIDES TRANSPORTATION AUTHORITY											
FEBRU	1	REFUND BIKE TO SCHOOL & WORK DAY BANNE	Invoice	02/28/2020	06/08/2020	100.00	100.00	100-00-32234		520	1
Total 5036 MOUNTAIN RIDES TRANSPORTATION AUTHORITY:						100.00	100.00				
50469 MURPHEY, JOSH (9011)											
5/11/20	1	Reimbursememtn Request for Wildland Fire Boots	Invoice	05/11/2020	06/08/2020	100.00	100.00	100-55-41703		520	1
Total 50469 MURPHEY, JOSH (9011):						100.00	100.00				
251 NAPA AUTO PARTS											
004679	1	004679 Waste Oil Furnace - lever couplers, valve 2 w	Invoice	02/19/2020	06/08/2020	60.55	60.55	120-40-41549		520	1
009778	1	009778 waste oil furnace filter	Invoice	04/15/2020	06/08/2020	22.58	22.58	120-40-41549		520	1
009842	1	009842 pressure washer	Invoice	04/16/2020	06/08/2020	12.99	12.99	100-40-41413		520	1
010955	1	010955 starter, core depposit	Invoice	04/28/2020	06/08/2020	53.79	53.79	100-40-41405		520	1
011707	1	011707 battery - ford tractor	Invoice	05/05/2020	06/08/2020	117.38	117.38	100-40-41405		520	1
011848	1	011848 first aid kit	Invoice	05/06/2020	06/08/2020	46.72	46.72	100-40-41413		520	1
Total 251 NAPA AUTO PARTS:						314.01	314.01				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
9598 NAYLOR & HALES											
APRIL	1	telephone conferences and review documents	Invoice	04/30/2020	06/08/2020	565.83	565.83	100-42-41313		520	1
APRIL	2	telephone conferences and review documents	Invoice	04/30/2020	06/08/2020	565.83	565.83	200-42-41313		520	1
APRIL	3	telephone conferences and review documents	Invoice	04/30/2020	06/08/2020	565.84	565.84	210-42-41313		520	1
Total 9598 NAYLOR & HALES:						1,697.50	1,697.50				
3190 NORTHRIDGE SUB VI HOA											
MARC	1	2020 Home Owners Dues - City Owned Lot	Invoice	05/05/2020	06/08/2020	100.00	100.00	200-60-41711		520	1
Total 3190 NORTHRIDGE SUB VI HOA:						100.00	100.00				
257 NORTHWEST EQUIPMENT SALES, INC											
163799	1	163799T CREDIT - CORE RETURN	Invoice	04/03/2019	05/13/2019	562.50-	562.50-	100-40-41405		419	1
Total 257 NORTHWEST EQUIPMENT SALES, INC:						562.50-	562.50-				
283 OFFICE VALUE											
358841	1	358841-0 marking pens, Cl2, OFFICE SUPPLIES W	Invoice	05/21/2020	06/08/2020	126.93	126.93	210-70-41211		520	1
Total 283 OFFICE VALUE :						126.93	126.93				
401 OHIO GULCH TRANSFER STATION											
APRIL	1	06-14413 TRANSFER FEE	Invoice	04/15/2020	06/08/2020	154.70	154.70	100-40-41403		520	1
APRIL	1	06-144735 ASPHALT DIRT LUMBER	Invoice	04/21/2020	06/08/2020	134.40	134.40	100-40-41403		520	1
MARC	1	06-142625 St Sweeper - Asphalt Dirt Lumber	Invoice	03/24/2020	06/08/2020	451.20	451.20	100-40-41403		520	1
MARC	1	06-142638 St Sweeper - Asphalt Dirt Lumber	Invoice	03/24/2020	06/08/2020	264.80	264.80	100-40-41403		520	1
MARC	1	06-142646 St Sweeper - Asphalt Dirt Lumber	Invoice	03/24/2020	06/08/2020	263.40	263.40	100-40-41403		520	1
Total 401 OHIO GULCH TRANSFER STATION:						1,268.50	1,268.50				
50387 OLD CUTTERS HOMEOWNERS ASSOC.											
1401	1	1401 55% POWER BILL MAY 2020	Invoice	05/22/2020	06/08/2020	38.49	38.49	100-50-41717		620	1
Total 50387 OLD CUTTERS HOMEOWNERS ASSOC.:						38.49	38.49				
6217 OVERDRIVE											
03040C	1	Advantage Collection--ebooks	Invoice	05/18/2020	06/08/2020	451.05	451.05	100-45-41535	20.45.0004.1	520	1
03040C	1	Advantage Collection--ebooks	Invoice	05/18/2020	06/08/2020	250.92	250.92	100-45-41535		520	1
03040D	1	Advantage Collection--ebooks	Invoice	04/28/2020	06/08/2020	214.96	214.96	100-45-41535		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 6217 OVERDRIVE:						916.93	916.93				
438 PLATT											
0I3018	1	0I30181 CORD STRAIN RELIEF WW	Invoice	05/06/2020	06/06/2020	84.15	84.15	210-70-41401		520	1
Total 438 PLATT:						84.15	84.15				
8586 POGUE, RICHARD											
05/18/2	1	P&Z Stipend	Invoice	05/18/2020	06/08/2020	84.36	84.36	200-10-41313		620	1
05/28/2	1	P&Z Stipend	Invoice	05/28/2020	06/08/2020	84.39	84.39	210-10-41313		620	1
5/04/20	1	P&Z Stipend 05/04 05/18 and 05/28	Invoice	05/04/2020	06/08/2020	168.75	168.75	100-10-41313		620	1
Total 8586 POGUE, RICHARD:						337.50	337.50				
8576 PRIORITY ONE HOME CLEANING SERVICES											
001	1	001 COVID-19 CLEANING	Invoice	05/09/2020	06/08/2020	700.25	700.25	100-45-41411		520	1
Total 8576 PRIORITY ONE HOME CLEANING SERVICES:						700.25	700.25				
50470 RINEHART, CADEN (9115)											
5/15/20	1	Reimbursement request for Wildland fire boots	Invoice	05/15/2020	06/08/2020	100.00	100.00	100-55-41703		520	1
Total 50470 RINEHART, CADEN (9115):						100.00	100.00				
2849 ROAD WORK AHEAD CONSTRUCTION SUPPLY											
45532	1	45532 SIGN - DO NOT ENTER, YELLOW CAUTION	Invoice	04/20/2020	06/08/2020	200.50	200.50	100-40-41403		520	1
Total 2849 ROAD WORK AHEAD CONSTRUCTION SUPPLY:						200.50	200.50				
4586 ROCKY MOUNTAIN VALVES AND AUTOMATION INC											
9164-1	1	CHECK VALVE	Invoice	03/25/2020	06/08/2020	1,939.49	1,939.49	200-60-41539	20.60.0002.1	520	1
Total 4586 ROCKY MOUNTAIN VALVES AND AUTOMATION INC:						1,939.49	1,939.49				
6276 SAVAGE, JAMES											
5/22/20	1	LICENSES # WWC1-22838 RENEWAL	Invoice	05/22/2020	06/08/2020	30.00	30.00	210-70-41723		520	1
Total 6276 SAVAGE, JAMES:						30.00	30.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4330 SCANLON, OWEN											
05/04/2	1	P&Z Stipend 05/04 05/18 and 05/28	Invoice	05/04/2020	06/08/2020	168.75	168.75	100-10-41313		620	1
05/18/2	1	P&Z Stipend	Invoice	05/18/2020	06/08/2020	84.36	84.36	200-10-41313		620	1
05/28/2	1	P&Z Stipend	Invoice	05/28/2020	06/08/2020	84.39	84.39	210-10-41313		620	1
Total 4330 SCANLON, OWEN:						337.50	337.50				
2390 SCHINDLER ELEVATOR CORPORATION											
810533	1	8105330762 PANIC SYSTEM QTR MONITORING 5/	Invoice	05/01/2020	06/08/2020	207.04	207.04	100-42-41413		520	1
810533	2	8105330762 PANIC SYSTEM QTR MONITORING 5/	Invoice	05/01/2020	06/08/2020	207.04	207.04	200-42-41413		520	1
810533	3	8105330762 PANIC SYSTEM QTR MONITORING 5/	Invoice	05/01/2020	06/08/2020	207.04	207.04	210-42-41413		520	1
Total 2390 SCHINDLER ELEVATOR CORPORATION:						621.12	621.12				
1098 SENTINEL FIRE & SECURITY											
53660	1	53660 QUARTERLY MONITORING - CITY HALL	Invoice	05/01/2020	06/08/2020	14.00	14.00	100-42-41413		520	1
53660	2	53660 QUARTERLY MONITORING - CITY HALL	Invoice	05/01/2020	06/08/2020	14.00	14.00	200-42-41413		520	1
53660	3	53660 QUARTERLY MONITORING - CITY HALL	Invoice	05/01/2020	06/08/2020	14.00	14.00	210-42-41413		520	1
Total 1098 SENTINEL FIRE & SECURITY :						42.00	42.00				
5494 SILVER CREEK SUPPLY											
S21125	1	BRASS PARTS	Invoice	03/17/2020	06/08/2020	6.83	6.83	200-60-41415		520	1
S21125	2	PVC PARTS	Invoice	03/17/2020	06/08/2020	.86	.86	200-60-41415		520	1
S21267	1	S2126788.001 SKATE PARK SPRAY	Invoice	04/21/2020	05/10/2020	1.45	1.45	100-50-41403		520	1
S21267	2	S2127265.001 WOODSIDE NOZZLES	Invoice	04/21/2020	05/10/2020	156.32	156.32	100-50-41403		520	1
S21267	3	S2127806.001WOODSIDE HEADS, NOZZLES	Invoice	04/21/2020	05/10/2020	1,002.38	1,002.38	100-50-41403		520	1
S21267	4	S2128338.001 LIONS PARK IRR REPAIRS	Invoice	04/21/2020	05/10/2020	36.80	36.80	100-50-41403		520	1
S21267	5	S2128367.001 LIONS PARK IRR COUPLER	Invoice	04/21/2020	05/10/2020	.69	.69	100-50-41403		520	1
S21267	6	S2128424 LIONS PARK IRR REPAIR	Invoice	04/21/2020	05/10/2020	29.88	29.88	100-50-41403		520	1
S21267	7	S2130399.001 IRRIGATION PARTS	Invoice	04/21/2020	05/10/2020	86.48	86.48	100-50-41403		520	1
S21267	8	S2130720.001 IRR PARTS MAIN STREET	Invoice	04/21/2020	05/10/2020	258.39	258.39	100-50-41403		520	1
S21267	9	S2130953.001 ITT HEADS REPAIR FOXMOOR PAR	Invoice	04/21/2020	05/10/2020	65.04	65.04	100-50-41403		520	1
S21315	1	BRASS PARTS	Invoice	04/29/2020	06/08/2020	35.47	35.47	200-60-41539	20.60.0002.1	520	1
S21315	2	GALVANIZED PARTS	Invoice	04/29/2020	06/08/2020	9.35	9.35	200-60-41539	20.60.0002.1	520	1
S21315	3	THREAD SEALANT	Invoice	04/29/2020	06/08/2020	8.72	8.72	200-60-41539	20.60.0002.1	520	1
S21343	1	S2134344.01 SKATEPARK REPAIRS	Invoice	05/04/2020	06/10/2020	8.44	8.44	100-50-41403		520	1
S21343	2	S2135440.001 KEEFER REPAIRS- PLAY STRUCTU	Invoice	05/04/2020	06/10/2020	83.48	83.48	100-50-41403		520	1
S21343	3	S2135873.001 KEEFER REPAIRS- PLAYSTRUCTU	Invoice	05/04/2020	06/10/2020	169.03	169.03	100-50-41403		520	1
S21400	1	S2140026.001 UNION, ADAPTER- JIMMY's	Invoice	05/12/2020	06/08/2020	21.69	21.69	100-50-41403		620	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
S21402	1	S214052.001 PVE PIECES- JIMMY'S	Invoice	05/12/2020	06/08/2020	41.80	41.80	100-50-41403		620	1
S21405	1	S2140541.001 UNION JIMMY'S	Invoice	05/12/2020	06/08/2020	8.45	8.45	100-50-41403		620	1
S21406	1	S214064.001 PVC 90, COUPLER- JIMMY's	Invoice	05/12/2020	06/08/2020	1.85	1.85	100-50-41403		620	1
Total 5494 SILVER CREEK SUPPLY:						2,033.40	2,033.40				
1239 SIMMS, CHRISTOPHER P.											
APRIL	1	professional services April 2020	Invoice	05/01/2020	05/31/2020	1,414.58	1,414.58	100-15-41313		520	1
APRIL	2	professional services April 2020	Invoice	05/01/2020	05/31/2020	1,414.58	1,414.58	200-15-41313		520	1
APRIL	3	professional services April 2020	Invoice	05/01/2020	05/31/2020	1,414.58	1,414.58	210-15-41313		520	1
APRIL	4	COVID professional services	Invoice	05/01/2020	05/31/2020	1,137.50	1,137.50	100-15-41313	20.15.0001.1	520	1
APRIL	5	COVID professional services	Invoice	05/01/2020	05/31/2020	1,137.51	1,137.51	200-15-41313	20.15.0001.1	520	1
APRIL	6	COVID professional services	Invoice	05/01/2020	05/31/2020	1,137.50	1,137.50	210-15-41313	20.15.0001.1	520	1
Total 1239 SIMMS, CHRISTOPHER P.:						7,656.25	7,656.25				
7002 SMITH, DAN											
05/04/2	1	P&Z Stipend 05/04 05/18 and 05/28	Invoice	05/04/2020	06/08/2020	168.75	168.75	100-10-41313		620	1
05/18/2	1	P&Z Stipend	Invoice	05/18/2020	06/08/2020	84.36	84.36	200-10-41313		620	1
05/28/2	1	P&Z Stipend	Invoice	05/28/2020	06/08/2020	84.39	84.39	210-10-41313		620	1
Total 7002 SMITH, DAN:						337.50	337.50				
30263 SPF Water Engineering, LLC											
27989	1	27989 WATER BANK LEASE CONTRACT REVIEW	Invoice	04/30/2020	06/08/2020	25.00	25.00	200-60-41313		520	1
27990	1	27990 CONSULTING SERVICES WATER SUPPLY B	Invoice	04/30/2020	06/08/2020	100.00	100.00	200-60-41313		520	1
27991	1	27991 CONSULTING SERVICES HYDRAULIICS AN	Invoice	04/30/2020	06/08/2020	7,104.00	7,104.00	200-60-41313		520	1
Total 30263 SPF Water Engineering, LLC:						7,229.00	7,229.00				
1506 STANDARD PLUMBING SUPPLY											
KXC13	1	BRASS PARTS	Invoice	04/30/2020	06/08/2020	93.49	93.49	200-60-41403		520	1
KXC62	1	BRASS PARTS	Invoice	04/30/2020	06/08/2020	13.02	13.02	200-60-41539	20.60.0002.1	520	1
KXCD2	1	INSERTS	Invoice	04/30/2020	06/08/2020	.84	.84	200-60-41403		520	1
KXRZ4	1	BRASS PARTS	Invoice	05/05/2020	06/08/2020	28.28	28.28	200-60-41403		520	1
Total 1506 STANDARD PLUMBING SUPPLY :						135.63	135.63				
2202 STATE OF ID BUREAU OF OCCUP LI											
APPLI	1	RE-EXAM FEE	Invoice	05/14/2020	06/08/2020	70.00	70.00	200-60-41723		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
N/A ZA	1	OIT UPGRADE	Invoice	05/14/2020	06/08/2020	25.00	25.00	200-60-41723		520	1
Total 2202 STATE OF ID BUREAU OF OCCUP LI:						95.00	95.00				
50446 STONE, DUSTIN											
05/04/2	1	P&Z Stipend 05/04 05/18 and 05/28	Invoice	05/04/2020	06/08/2020	168.75	168.75	100-10-41313		620	1
05/18/2	1	P&Z Stipend	Invoice	05/18/2020	06/08/2020	84.36	84.36	200-10-41313		620	1
05/28/2	1	P&Z Stipend	Invoice	05/28/2020	06/08/2020	84.39	84.39	210-10-41313		620	1
Total 50446 STONE, DUSTIN:						337.50	337.50				
4623 SUMMIT NATIONAL BANK											
JUNE 2	1	2019 Caterpillar 160M3 AWD Motor Grader	Invoice	05/11/2020	06/08/2020	24,604.20	24,604.20	100-40-41549		520	1
Total 4623 SUMMIT NATIONAL BANK:						24,604.20	24,604.20				
4671 SYRINGA NETWORKS LLC											
20MAY	1	20MAY0472 Admin	Invoice	05/01/2020	05/30/2020	62.50	62.50	100-15-41713		520	1
20MAY	2	20MAY0472 Admin	Invoice	05/01/2020	05/30/2020	62.50	62.50	200-15-41713		520	1
20MAY	3	20MAY0472 Admin	Invoice	05/01/2020	05/30/2020	62.50	62.50	210-15-41713		520	1
20MAY	4	20MAY0472 Comm Dev	Invoice	05/01/2020	05/30/2020	187.50	187.50	100-20-41713		520	1
20MAY	5	20MAY0472 PW	Invoice	05/01/2020	05/30/2020	62.50	62.50	100-42-41713		520	1
20MAY	6	20MAY0472 PW	Invoice	05/01/2020	05/30/2020	62.50	62.50	200-42-41713		520	1
20MAY	7	20MAY0472 PW	Invoice	05/01/2020	05/30/2020	62.50	62.50	210-42-41713		520	1
20MAY	8	20MAY0472 Library	Invoice	05/01/2020	05/30/2020	187.50	187.50	100-45-41713		520	1
20MAY	9	20MAY0472 Police	Invoice	05/01/2020	05/30/2020	850.00	850.00	100-25-41713		520	1
Total 4671 SYRINGA NETWORKS LLC:						1,600.00	1,600.00				
6072 THE RIVERSIDE HOTEL											
MARC	1	HOTEL STAY WW	Invoice	03/11/2020	06/08/2020	228.00	228.00	210-70-41724		620	1
MARC	1	HOTEL STAY WW	Invoice	03/10/2020	06/08/2020	342.00	342.00	210-70-41724		620	1
Total 6072 THE RIVERSIDE HOTEL:						570.00	570.00				
2817 UNITED OIL											
10877	1	10877 Bulk DIESEL WW	Invoice	03/18/2020	04/10/2020	350.84	350.84	210-70-41719		520	1
560143	1	560143 OIL	Invoice	02/20/2020	03/10/2020	107.04	107.04	200-60-41405		520	1
936511	1	936511 Fuel Charges	Invoice	04/15/2020	05/10/2020	200.65	200.65	100-40-41719		520	1
936511	2	937544 FUEL CHARGES	Invoice	04/15/2020	05/10/2020	205.68	205.68	100-40-41719		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
936512	1	936512 PUMPED VEHICLE FUEL W	Invoice	04/15/2020	05/10/2020	55.94	55.94	200-60-41719		520	1
937543	1	#937543 HPD GAS FOR 4.30.2020	Invoice	04/30/2020	06/08/2020	270.04	270.04	100-25-41719		520	1
937545	1	937545 PUMPED VEHICLE FUEL W	Invoice	04/30/2020	05/10/2020	163.05	163.05	200-60-41719		520	1
938641	1	938641 FUEL PARKS 5.15.20	Invoice	05/15/2020	06/08/2020	24.59	24.59	100-50-41719		520	1
938642	1	Inv # 938642 Fuel Charges	Invoice	05/15/2020	06/08/2020	266.00	266.00	100-55-41719		520	1
938643	1	#938643 HPD GAS 5.15.20	Invoice	05/15/2020	06/08/2020	410.48	410.48	100-25-41719		520	1
938646	1	938646 WW PUMPED FUEL	Invoice	05/15/2020	06/08/2020	20.22	20.22	210-70-41719		520	1
938646	2	938646 WW PUMPED FUEL	Invoice	05/15/2020	06/08/2020	33.86	33.86	210-70-41719		520	1
938646	3	938646 WW PUMPED FUEL	Invoice	05/15/2020	06/08/2020	46.18	46.18	210-70-41719		520	1
Total 2817 UNITED OIL:						2,154.57	2,154.57				
2020 VALLEY WIDE COOPERATIVE											
040961	1	BOLT	Invoice	04/29/2020	06/08/2020	9.04	9.04	200-60-41401		520	1
Total 2020 VALLEY WIDE COOPERATIVE:						9.04	9.04				
762 VERIZON WIRELESS											
985407	1	MONTHLY CELL PHONE BILL STREETS	Invoice	05/07/2020	05/29/2020	51.98	51.98	100-40-41713		520	1
985407	2	MONTHLY CELL PHONE BILL WATER	Invoice	05/07/2020	05/29/2020	99.32	99.32	200-60-41713		520	1
985407	3	MONTHLY CELL PHONE BILL Wastewater	Invoice	05/07/2020	05/29/2020	166.57	166.57	210-70-41713		520	1
985407	4	CELL PHONE BILL PARKS	Invoice	05/07/2020	05/29/2020	40.01	40.01	100-50-41713		520	1
Total 762 VERIZON WIRELESS :						357.88	357.88				
5299 VITAL INK											
852	1	Inv# 852 Fire safety house Ammend design review su	Invoice	05/09/2020	06/08/2020	435.00	435.00	100-55-41747		520	1
Total 5299 VITAL INK:						435.00	435.00				
367 WALKER SAND AND GRAVEL											
438949	1	738949 IMPORTED CLEAN FILL	Invoice	05/07/2020	06/08/2020	23.59	23.59	100-40-41403		520	1
729133	1	729133 3/4" ROADBASE, IMPORTED CLEAN FILL	Invoice	04/13/2020	06/08/2020	176.06	176.06	100-40-41403		520	1
731776	1	731776 IMPORTED DIRTY FILL	Invoice	04/21/2020	06/08/2020	471.13	471.13	100-40-41403		520	1
732208	1	731776 IMPORTED DIRTY FILL	Invoice	04/22/2020	06/08/2020	61.06	61.06	100-40-41403		520	1
734629	1	734629 IMPOPRTED CLEAN FILL	Invoice	04/28/2020	06/08/2020	186.98	186.98	100-40-41403		520	1
735835	1	735835 IMPORTED CLEAN FILL, 3/4" ROADBASE	Invoice	04/30/2020	06/08/2020	685.55	685.55	100-40-41403		520	1
738949	1	738949 IMPORTED CLEAN FILL	Invoice	05/07/2020	06/08/2020	51.19	51.19	100-40-41403		520	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 367 WALKER SAND AND GRAVEL:						1,655.56	1,655.56				
833 WATER DISTRICT 37 & 37M											
APRIL	1	4/22/2020 GROUND WATER - 37, ACCOUNT # 1018	Invoice	04/22/2020	06/08/2020	1,697.71	1,697.71	200-60-41711		520	1
APRIL	1	4/22/2020 SURFACE WATER - 37, ACCOUNT #1065	Invoice	04/22/2020	06/08/2020	203.27	203.27	200-60-41711		520	1
Total 833 WATER DISTRICT 37 & 37M :						1,900.98	1,900.98				
368 WESTERN STATES CAT											
APRIL	1	CM00073813 CUTTING EDGE payment discrepancy	Invoice	04/13/2020	06/08/2020	6.00	6.00	100-40-41405		520	1
Total 368 WESTERN STATES CAT :						6.00	6.00				
811 WOOD RIVER FIRE & RESCUE											
513201	1	Inv # 513201 31% share of cost for Phase 1 Yellow ! r	Invoice	05/13/2020	06/08/2020	2,757.40	2,757.40	100-55-41417		520	1
Total 811 WOOD RIVER FIRE & RESCUE :						2,757.40	2,757.40				
Total :						200,002.87	200,002.87				
Grand Totals:						200,002.87	200,002.87				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-20317	18.00	.00	18.00
100-00-32234	300.00	.00	300.00
100-00-32265	731.00	.00	731.00
100-10-41313	787.50	.00	787.50
100-10-41707	11,883.83	.00	11,883.83
100-15-41126	211.10	.00	211.10
100-15-41215	399.71	2.21-	397.50
100-15-41313	2,552.08	.00	2,552.08
100-15-41319	173.26	.00	173.26
100-15-41323	75.15	.00	75.15

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-15-41515	1,704.66	.00	1,704.66
100-15-41713	62.50	.07-	62.43
100-20-41126	243.44	.00	243.44
100-20-41211	64.99	.00	64.99
100-20-41213	35.20	.00	35.20
100-20-41313	705.22	.00	705.22
100-20-41319	482.08	.00	482.08
100-20-41323	69.00	.00	69.00
100-20-41711	69.84	.00	69.84
100-20-41713	187.50	.07-	187.43
100-25-41126	1,534.74	.00	1,534.74
100-25-41215	220.62	.00	220.62
100-25-41313	3,901.72	.00	3,901.72
100-25-41411	73.21	.00	73.21
100-25-41549	23,857.92	.00	23,857.92
100-25-41713	850.00	293.51-	556.49
100-25-41717	139.79	.00	139.79
100-25-41719	680.52	.00	680.52
100-40-41215	79.79	.00	79.79
100-40-41319	333.15	.00	333.15
100-40-41403	6,265.26	.00	6,265.26
100-40-41405	2,023.46	5,074.91-	3,051.45-
100-40-41413	214.70	.00	214.70
100-40-41415	774.04	.00	774.04
100-40-41549	24,604.20	.00	24,604.20
100-40-41713	51.98	.08-	51.90
100-40-41715	56.42	.00	56.42
100-40-41717	1,148.84	.00	1,148.84
100-40-41719	414.13	.00	414.13
100-42-41313	565.83	.00	565.83
100-42-41413	281.00	.00	281.00
100-42-41711	4.66	3.57-	1.09
100-42-41713	128.30	.02-	128.28
100-42-41717	163.03	.00	163.03
100-45-32216	2,990.00	.00	2,990.00
100-45-41126	633.30	.00	633.30
100-45-41215	281.32	.00	281.32
100-45-41319	782.75	.00	782.75

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-45-41325	2,228.58	.00	2,228.58
100-45-41411	700.25	.00	700.25
100-45-41413	202.00	.00	202.00
100-45-41535	2,232.60	.00	2,232.60
100-45-41711	52.99	.00	52.99
100-45-41713	258.49	.00	258.49
100-45-41717	456.05	.00	456.05
100-45-41735	633.88	.00	633.88
100-50-41126	121.72	.00	121.72
100-50-41215	106.35	.00	106.35
100-50-41319	410.43	.00	410.43
100-50-41403	3,580.05	.00	3,580.05
100-50-41405	607.65	.00	607.65
100-50-41707	9,080.00	.00	9,080.00
100-50-41713	40.01	.00	40.01
100-50-41717	48.28	.00	48.28
100-50-41719	24.59	.00	24.59
100-55-41211	696.79	.00	696.79
100-55-41405	23.17	.00	23.17
100-55-41415	345.92	.00	345.92
100-55-41417	2,757.40	.00	2,757.40
100-55-41703	1,710.75	.00	1,710.75
100-55-41711	429.00	.00	429.00
100-55-41713	.00	.08-	.08-
100-55-41717	246.78	.00	246.78
100-55-41719	266.00	.00	266.00
100-55-41723	112.93	.00	112.93
100-55-41747	435.00	.00	435.00
120-40-41549	83.13	.00	83.13
160-55-41185	9,000.00	.00	9,000.00
200-10-41313	393.68	.00	393.68
200-15-41126	211.10	.00	211.10
200-15-41215	399.73	2.21-	397.52
200-15-41313	2,552.09	.00	2,552.09
200-15-41319	76.67	.00	76.67
200-15-41323	75.15	.00	75.15
200-15-41515	1,704.67	.00	1,704.67
200-15-41713	62.50	.07-	62.43

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-42-41313	565.83	.00	565.83
200-42-41413	281.00	.00	281.00
200-42-41711	4.67	3.58-	1.09
200-42-41713	128.30	.02-	128.28
200-42-41717	163.03	.00	163.03
200-60-41126	511.58	.00	511.58
200-60-41213	134.03	.00	134.03
200-60-41313	11,057.50	.00	11,057.50
200-60-41325	1,252.51	.00	1,252.51
200-60-41401	40.28	.00	40.28
200-60-41403	198.52	.00	198.52
200-60-41405	342.21	.00	342.21
200-60-41415	7.69	.00	7.69
200-60-41539	18,382.27	.00	18,382.27
200-60-41703	31.98	.00	31.98
200-60-41711	2,000.98	.00	2,000.98
200-60-41713	652.68	.04-	652.64
200-60-41717	6,332.91	.00	6,332.91
200-60-41719	218.99	.00	218.99
200-60-41723	95.00	.00	95.00
200-60-41791	415.86	.00	415.86
200-60-41795	362.00	.00	362.00
210-10-41313	393.82	.00	393.82
210-15-41126	211.10	.00	211.10
210-15-41215	399.74	2.22-	397.52
210-15-41313	2,552.08	.00	2,552.08
210-15-41319	201.79	.00	201.79
210-15-41323	75.14	.00	75.14
210-15-41515	1,704.67	.00	1,704.67
210-15-41713	62.50	.07-	62.43
210-42-41313	565.84	.00	565.84
210-42-41413	281.00	.00	281.00
210-42-41711	4.67	3.58-	1.09
210-42-41713	128.29	.02-	128.27
210-42-41717	163.03	.00	163.03
210-70-41126	620.95	.00	620.95
210-70-41211	126.93	.00	126.93
210-70-41319	333.15	.00	333.15

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-70-41325	2.51	.00	2.51
210-70-41401	752.15	.00	752.15
210-70-41403	.00	43.50-	43.50-
210-70-41405	338.54	.00	338.54
210-70-41415	157.30	.00	157.30
210-70-41419	252.00	.00	252.00
210-70-41713	221.77	.04-	221.73
210-70-41717	8,793.01	.00	8,793.01
210-70-41719	451.10	.00	451.10
210-70-41723	602.00	.00	602.00
210-70-41724	570.00	.00	570.00
220-65-41403	6,110.72	.00	6,110.72
Grand Totals:	205,432.74	5,429.87-	200,002.87

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
04/19	.00	562.50-	562.50-
02/20	.00	293.44-	293.44-
03/20	123.45	4,495.76-	4,372.31-
05/20	166,480.87	78.17-	166,402.70
06/20	38,828.42	.00	38,828.42
Grand Totals:	205,432.74	5,429.87-	200,002.87

Return to Agenda

AGENDA ITEM SUMMARY

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

SUBJECT: Readings of proposed Ordinance No _____, amending 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
6. Effective date of new ordinance – July 1, 2020.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

1st reading of proposed Ordinance _____read upon its introduction on May 11, 2020
2nd reading of proposed Ordinance No. 1261 read on June 8, 2020
3rd reading of proposed Ordinance red on June 16, 2020.
Public Hearing and Motion to adopt Ordinance _____ on June 22, 2020.

FOLLOW-UP REMARKS:*

HAILEY ORDINANCE NO. 1261

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~~10~~, 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 22th 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 / Legal DEPT. HEAD SIGNATURE: CPS

SUBJECT: Consideration of Resolution No. _____ authorizing legal services, pursuant to the attached engagement memorandum, with attorneys Michael C. Creamer and Michael P. Lawrence of the law firm Givens Pursley to provide expert water law advice.

AUTHORITY: Idaho Code Title 50, Chapter 3

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey and Michael C. Creamer, of Givens Pursley have enjoyed a long professional relationship for many years, concerning the specialized field of water law. Givens Pursley was retained in 2011 relating to the City's water right claims in the Snake River Basin Adjudication. Subsequent to that time the City has been advised or represented by Mr. Creamer, and or Given Pursley partners and associates regarding any number of matters. In 2015 the City and Givens Pursley entered into an updated legal services engagement agreement. It has been five (5) since the parties reviewed that agreement. Mr. Creamer recently proposed a new updated engagement memorandum wherein Mr. Lawrence would be named, in addition to himself as the principal professional rendering legal services. Mr. Creamer's $300 per hour fee will remain the same, while Mr. Lawrence's fee is slightly higher. The Engagement Memorandum is attached hereto and is the subject of this agenda item and request for approval by City Council. Conjunctive administration of water rights is an active process that requires the City to remain engaged to preserve its water rights.

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: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the Mayor to sign Resolution No. _____ authorizing legal services, pursuant to the attached engagement memorandum, with attorneys Michael C. Creamer and Michael P. Lawrence of the law firm Givens Pursley to provide expert water law advice, in exchange for professional fees.

FOLLOW-UP REMARKS:*

CITY OF HAILEY
RESOLUTION NO. 2020-_____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING LEGAL SERVICES, PURSUANT TO THE ATTACHED ENGAGEMENT MEMORANDUM, WITH ATTORNEYS MICHAEL C. CREAMER AND MICHAEL P. LAWRENCE, OF THE LAW FIRM GIVENS PURSLEY, TO PROVIDE EXPERT WATER LAW ADVICE IN EXCHANGE FOR REASONABLE PROFESSIONAL FEES.

WHEREAS, the governing body of the City of Hailey recognizes water as the foundation of life and necessary to promote the general welfare, and

WHEREAS, the governing body of the City of Hailey desires to protect its water rights for use and prosperity of the residents of the City; and

WHEREAS, the City has enjoyed a mutually beneficial professional relationship with Attorney Michael C. Creamer and his law firm, Givens Pursley, for many years and desires to maintain said relationship, and

WHEREAS, the City of Hailey agrees to the terms and conditions of the legal services Engagement Memorandum, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO THAT BY THESE PARTS THE CITY HAS AUTHORIZED LEGAL SERVICES, PURSUANT TO THE ATTACHED ENGAGEMENT MEMORANDUM, WITH ATTORNEYS MICHAEL C. CREAMER AND MICHAEL P. LAWRENCE, OF THE LAW FIRM GIVENS PURSLEY, TO PROVIDE EXPERT WATER LAW ADVICE IN EXCHANGE FOR REASONABLE PROFESSIONAL FEES.

Passed this _____ day of June, 2020.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

LAW OFFICES

GIVENS PURSLEY LLP

MEMORANDUM

TO: City of Hailey

FROM: Michael C. Creamer, Michael P. Lawrence

RE: Historical and Ongoing Water Right Matters Representation

DATE: April 23, 2020

Givens Pursley has represented the City of Hailey on various water right matters since 2011. We initially were retained to assist the City in resolving its numerous water right claims in the Snake River Basin Adjudication ("SRBA"). This included negotiating a new agreement with the Indian Creek Ranch Owners' Association concerning respective priorities, uses and administration of the parties' water rights from Indian Creek Springs and points downstream and negotiating various conditions on the City's water rights as recommended by the Idaho Department of Water Resources ("IDWR").

As the SRBA process was concluding, IDWR sought and obtained permission from the court to begin "interim administration" of surface and ground water rights in the Big Wood basin (i.e., administer recommended water rights as if they already had been decreed). This effort ultimately was intended to allow IDWR to conjunctively administer surface and ground water rights in priority. Much of Givens Pursley's representation of the City since then has involved various manifestations of IDWR's and surface water users' efforts to conjunctively administer rights in the Big Wood.

Because most of the City's municipal ground water rights are junior to many surface water rights, conjunctive administration ultimately can be expected to result in administrative curtailment of these rights unless adequate "mitigation" is provided to offset the depletive effect of the City's municipal ground water pumping on the underlying aquifer and the Big and Little Wood Rivers. We have represented the City in two "delivery calls" made by downstream surface water users on the Big and Little Wood Rivers in 2015 and 2017, and in administrative efforts by IDWR to integrate ground water rights into the existing Water District 37. We have also assisted the City in resisting efforts to have water rights in the Big Wood Basin administered with rights in the Eastern Snake Plain Aquifer ("ESPA").

In several of these matters the City has been an "intervenor," seeking a seat at the table to be able to assert its interests as they may arise, but also be able to limit its involvement as appropriate. An example of this is IDWR's creation of the ESPA Ground Water Management Area ("GWMA"). Although IDWR did not propose to include the Big Wood River Basin in the ESPA GWMA, other parties in that case initially argued that it should be included—with the implication that ground water rights in the Big Wood might be subject to administration/curtailment to maintain ground water levels in the ESPA or to improve discharges from the aquifer to the Snake River in places like the Thousand Springs. As an intervenor, the City supported IDWR's non-inclusion of the Big Wood, and provided comments aimed at ensuring that the inclusion arguments did not get traction. The City was able to avoid participating in discovery, motion practice and the hearing, while still monitoring developments and reserving the right to take action if necessary.

The City has been either a protestant or an intervenor in three separate matters involving water right applications filed with IDWR seeking to appropriate large quantities of surface water from the Big Wood River for ground water recharge purposes. One application was filed by a private entity, two applications were filed by the Idaho Water Resource Board ("IWRB"), and the most recent was filed by the South Valley Ground Water District ("SVGWD"). In each case the City has asserted that the applicant should be required to demonstrate that there is sufficient water available in the Big Wood each year to divert to the recharge effort, and that the recharge would produce meaningful results—namely that the recharge will result in more water being available at the time and place when needed by senior surface water rights so as to avoid the need for delivery calls. In other words, the desired use should be more than speculative and the results more than hopeful; especially where approving the application would essentially allocate the last of any surplus flows in the river to a single use and preclude alternate beneficial uses.

The private recharge application was denied following a hearing. IWRB has not pressed forward with its applications since last August when we met with its staff and attorney to discuss possible conditions of settlement, including subordination of the IWRB recharge rights to future uses. The SVGWD application has only recently been filed and that process has yet to move forward.

We believe intervention, limited participation and asserting the City's interests as they arise is often the preferred approach, especially where water polices are being developed or other parties are involved in water rights litigation that may result in changes in policy or adverse precedent. However, we have advised the City to be actively involved and take a lead role in contested cases/litigation where the outcome could result in orders curtailing ground water rights in the Big Wood. That was the case in the two delivery calls that were made by Big and Little Wood surface water users in 2015 and 2017.

Although the two delivery calls ultimately were dismissed largely on procedural grounds, we believe the potential for future delivery calls in the basin remains high. The City needs to be prepared to vigorously respond to them should they be made, and it should be proactively developing a plan to provide comprehensive mitigation for depletions attributable to the City's ground water use to avoid curtailments.

To that end, in March of 2018 the City entered into a joint defense agreement with the cities of Ketchum and Bellevue by which the cities agreed to share information confidentially and to cost share in an analysis of their use of ground water and potential effects of their respective uses on aquifer levels and on streamflows. The analysis was done by Spronk Water Engineers using the recently-developed ground water model for the Big Wood River. We believe this has been a successful and productive arrangement for the cities. Preliminary results have been provided by Spronk Water Engineers to counsel as attorney work product. SPF Water Engineers in Boise also has provided significant good work for the City in various aspects of this effort, the delivery calls, and other day-to-day water issues that have arisen. Givens Pursley occasionally advises on the day-to-day matters, such as the recent issue involving the City's desire to construct a new well.

The City now should actively evaluate opportunities to optimize the use of its most senior water rights and reduce consumptive use of its ground water rights and minimize its exposure to conjunctive administration in the event of a delivery call. The City already took a step in this direction in November 2015 by passing a resolution directing that it would use its more senior-priority water rights for uses that are more consumptive of water in the Big Wood River Basin and its more junior-priority water rights for uses that are less consumptive of water in the Big Wood River Basin.

We look forward to assisting the City in its ongoing efforts to ensure a secure water supply for existing and future needs, and advising on other water matters as they arise.

GIVENS PURSLEY LLP
Attorneys and Counselors at Law

601 W. Bannock Street
PO Box 2720
Boise, ID 83701
Telephone: 208-388-1200
Facsimile: 208-388-1300

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Michael C. Creamer
Amber N. Dina
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Thomas E. Dvorak
Debora Kristensen Grasham
Donald Z. Gray
Alex J. Gross
Brian J. Holleran
Kersti H. Kennedy
Neal A. Koskella
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Kelly Greene McConnell
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Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Judson B. Montgomery
Deborah E. Nelson
W. Hugh O'Riordan, LL.M.
Samuel F. Parry
Randall A. Peterman
Jack W. Relf
Michael O. Roe
Jamie Caplan Smith
Robert B. White

William C. Cole (Of Counsel)

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

Attorney-Client Communication
Privileged and Confidential

April 23, 2020

City of Hailey
Attn: Heather Dawson
115 Second Avenue South
Hailey, ID 83333
wlo@cox-internet.com

Re: *City of Hailey – Water Rights Representation*

Dear Ms. Dawson:

Per my recent telephone conversation with you, Christopher Simms and Brian Yeager, I am forwarding this letter concerning Givens Pursley's representation of the City of Hailey (the "City") on water rights and related matters. As you are aware, Givens Pursley has represented the City since 2011. Our most recent engagement letter of April 16, 2015, a copy of which is attached to this letter, is still in effect and includes our initial 2011 disclosures and agreement concerning regarding conflicts of interest, billing practices and other issues related to our representation.

In our conversation, we discussed several ongoing matters that Givens Pursley is involved with on the City's behalf as well as others that may arise in the future. I am forwarding with this letter a memorandum summarizing various matters, former and ongoing, that we have assisted the City with.

Among other things, the April 16, 2015 letter also states that hourly rates of our attorneys are subject to adjustment on an annual basis, and are reflected in our billing statements. I agreed in 2015 that I would keep my billing rate on City water matters at my then $300 per hour rate. I am happy to continue that arrangement, which amounts to a 21% discount of my current billing rate. As we discussed, other attorneys in our firm, in particular my partner Michael Lawrence,

who I expect to have increasing involvement in City water right matters, may have higher rates. I am not in a position to offer discounted or fixed continuing rates for these attorneys who reserve the right to adjust their rates annually. Mike Lawrence's current rate is $330 per hour.

For billing purposes I will continue to maintain open matter no. 7 for general water/water right matters. We also have open matters for the South Valley Ground Water District Recharge Application (matter no. 13) and Idaho Water Resource Board Recharge Applications (matter no. 11). All other matters have been or will be closed.

If the City is in agreement with the above, I would appreciate your arranging to provide me with an appropriate acknowledgement. I look forward to our continued work together.

Sincerely,

Michael C. Creamer

MCC

cc: Christopher Simms
Brian Yeager

Encl.

GIVENS PURSLEY LLP

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W. Hugh O'Riordan, LL.M.
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Justin A. Steiner
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Of Counsel
Conley E. Ward

RETIRED
Kenneth L. Pursley
James A. McClure
Raymond D. Givens (1917-2008)

Attorney-Client Communication
Privileged and Confidential

April 16, 2015

City of Hailey
Attn: Ned Williamson
City Attorney
115 Second Avenue South
Hailey, ID 83333
wlo@cox-internet.com

Re: *City of Hailey – SRBA Water Right Claims*

Dear Ned:

Per my recent telephone conversation with you, Mayor Haemmerle and Ms. Dawson, I am forwarding this letter, concerning Givens Pursley's representation of the City of Hailey (the "City"). As you are aware, Givens Pursley has represented the City since May 23, 2011 pursuant to our engagement letter effective the same date (copy attached). At that time Givens Pursley was retained to assist in resolving the City's water right claims in the Snake River Basin Adjudication.

Since that time, at the City's request, we also have advised and/or represented the City in connection with: 1) negotiations with the Indian Creek Homeowners' Association: 2) expansion of Water District 37 to incorporate administration of decreed ground water rights; 3) intervention in the ground water recharge permit applications of Innovative Mitigation Solutions, Inc.; 4) analysis of regulatory issues affecting the City's stockpiling of snow during the winter months; and 5) review of the Flying Heart Subdivision's ground water permit application. Items 2 and 3 above remain open matters to which I have been billing for time worked on them.

In our recent phone conversation, we discussed several other matters that the City may wish my assistance with—namely responding to the two delivery calls filed by the lower Big Wood Basin water users, advising the City concerning the anticipated creation of the Galena Ground Water District, and assisting the City in developing water use strategies to avoid or minimize its exposure to delivery calls.

It was also discussed that the May 23, 2011 engagement letter contemplates that additional matters can be undertaken under same terms of that letter provided they do not present a conflict of interest and appropriate authorization from the City is provided. Among other things the engagement letter also states that hourly rates of our attorneys are subject to adjustment on an annual basis, and are reflected in our billing statements. My current billing rate is $300 per hour. In light of our longstanding relationship, I am happy to hold my rate to $300 per hour on matters for the City going forward. Other attorneys in our firm who may be called on to assist in certain instances form time to time may have higher rates, however, and I would obtain the City's authorization in advance if it appears their assistance would be appropriate.

We discussed that for billing purposes I will continue to maintain open matter 3 above (the IMS Permit Applications); and will open two new matters to be described as: Big Wood Delivery Calls and General Water. The Big Wood Delivery Call matter would relate to our representation of the City responding to the two delivery calls filed with IDWR by lower Big Wood water users seeking conjunctive administration of junior ground water rights. The General Water matter would involve other water-related matters the City may from time to time request our assistance with, such as for example, proposed formation of the Galena Ground Water District, monitoring conjunctive administration litigation as it may affect the City, new water permits and or transfers the City might contemplate, and developing water use strategies to minimize the City's conjunctive administration exposure. All other matters will be closed.

We have agreed that City authorization of work on new matters and significant, non-routine tasks on authorized matters will be provided to Givens Pursley by Mariel Platt.

If the City is in agreement with the above, I would appreciate your arranging to provide me with an appropriate acknowledgement. I look forward to our continued work together.

Sincerely,

Michael C. Creamer

MCH:lah

cc: Mariel Platt
Mayor Fritz Haemmerle
Encl.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD/BS/BY

SUBJECT:.

Introduction of Mayor's Budget - Water and Wastewater Funds

AUTHORITY: ☐ ID Code 50.1001-1007 ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey FY 2020 budget will be introduced in two complete parts during the month of June, the parts consisting of all business activities (water and wastewater) on June 8, 2020, and all governmental activities (general funds) on June 16, 2020. That is followed by the budget spreadsheets for each department.

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:

Discuss budget with the intention of understanding what is presented and layering in council member goals.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

MAYOR'S RECOMMENDED BUDGET FY 2021

JUNE 08, 2020 - WATER & WASTEWATER FUNDS

JUNE 16, 2020 - GENERAL FUNDS

I. BUDGET PROCESS

The City of Hailey FY 2020 budget will be introduced in two complete parts during the month of June, the parts consisting of all business enterprise activities (water and wastewater) on June 8, 2020, and all governmental activities (general funds) on June 16, 2020. After the budget is introduced and understood, the City Council will discuss the entire budget in July with the intention of adopting a 'tentative' budget. Under Idaho Code 50-1002, that budget is published twice as a notice of public hearing. The public hearing on the budget is then held on August 10, 2020. The amount within the 'tentative' published budget can not be exceeded, but other changes can be made resulting from the public hearing that don't increase the total budget amount.

Governmental activities are supported by taxes to offset general public expenses and some fees to account for individual utilization of governmental services. For example, when a street is repaved, much of the cost is paid by taxes, including property taxes, gas taxes and local option taxes. Some of the cost is paid through motor-vehicle registrations. Some is paid by franchise fees, through which certain businesses collect a fee based on a large share of their business use being within the street. When a home-builder connects a new driveway to the street, a city inspection of the driveway is performed to protect the street from improper drainage. That inspection can be paid for through a fee billed directly to the homeowner.

The June 8, 2020 budget presentation will be focused only on the business activities within Hailey's water and wastewater funds. This Memorandum is a narrative of the spreadsheets prepared by city staff, which contain the details. Under Idaho Code Section 50-1002, it is the duty of City Council to "prepare a budget, estimating the probable amount of money necessary for all purposes for which an appropriation is made." Accordingly, we encourage the Council to review the water and wastewater funds expenses, knowing that the entire utilities system is paid for through rates.

II. REVENUES

In both the Water and Wastewater Funds, the budget is set comparatively flat to last year, with the expectation that rates should not increase for rate-payers at this time. Salaries are proposed to increase, professional services and some minor expense to decrease, with a generally overall flat budget supported by rates equivalent to existing rates.

III. FUND TYPES

Hailey City Funds include four distinct types of fund budgets in each area:

A. Replacement Funds (for large equipment or facility replacements),
B. Bond Funds (to collect revenue with which to pay long-term debt).
C. Capital Funds (for large projects to serve new growth), and
D. Operations Funds (operations & maintenance),

We will explain and give examples of these within this section.

A. Replacement Funds

Large equipment replacement costs are handled through Replacement Funds. The revenue for these funds comes largely through water and sewer connection fees. These one-time fees are collected at the time a building permit is issued, when new construction connects to the water and sewer system for the first time. The fee is calculated through a complex matrix which captures the buy-in cost to the system at a specific point in time. It is a way to ensure that new growth pays for its proportionate share of the entire system. After the connection is made and water turned on, regular monthly rates apply thereafter.

Examples of replacement costs include emergency equipment replacement, such as failed pumps in a well or sewer lift station. They also include planned replacements, such as replacing a large section of water or sewer pipe. Sometimes replacements are combined with upgrades, such as when an 8-inch line is replaced with a 12-inch line, to serve more customers. A portion of that project (equivalent to the 8-inch line portion) would be paid from replacement funds, and the increased capacity would be paid for with capital funds. A consent agenda item on this same meeting agenda contains a generator purchase which fits this example.

A large project to replace water meter transmission units (MTU) s underway throughout the city as these two-way communication units wear out in existing water meters. This project uses Replacement Funds for the equipment and labor from the Operations Fund to perform the work.

B. Bond Funds

Revenue Bonds are approved by voters to borrow large sums of money for capital projects of significant size. The City collects a bond payment each month from rate payers to pay off the debt. This activity is captured in a bond fund.

Hailey is paying debt on a water storage tank built 12 years ago, with debt payments through 2028. Water rate payers contribute $3.18 per month to pay off this debt.

Wastewater debt is for large upgrades to the wastewater treatment plant, including $6.5 million of debt for biosolids handling equipment upgraded 6 years ago. Wastewater rate payers will continue to pay on this debt through the year 2034.

The lender for both these bonds is the Idaho Bond Bank. Bond lenders require security for a bond, such as requiring a borrower to retain a full year's bond payment in a bank account as a bond reserve. Hailey's current bonds are secured by a covenant different than the bond reserve. Our security requirements stipulate that Hailey is to collect 25% more from rate payers than is necessary to cover operations and bond payment. For example, if all operations and the annual bond payment cost $1 million per year, the City must set its rates to collect $1.25 million from rate payers to meet this covenant.

C. Capital Funds

The bond covenant described in the previous section results in an accumulation of cash each year. In the above example, that excess cash would equal $250,000, which is held in reserve for one-time expenses on small capital projects. Some cities call this a capitalization rate; we simply call it our reserve. It is from these reserves that the City would construct a new $1 million well, a project too small to bond (borrow) for and too large to capture through annual rates. We save up for these projects year over year, with our Master Plan guiding the projects we employ at key intervals. This money is not available for maintenance.

D. Operations Funds

The labor for all water and wastewater operations comes from a small, professional staff trained specifically to ensure the public health through municipal water and wastewater systems. Each of the operational divisions currently is structured with a division manager who oversees four staff.

The staff performs a variety of work, including:

- plan review and inspections of new subdivision line installations,
- inspections of new connections to the system,
- implantation of capital projects or overseeing capital project contracts,
- repair of broken lines and faulty equipment,
- monitoring and maintenance of system components
- sampling and lab analysis of water and effluent,
- emergency preparedness for flooding,
- training to DEQ and EPA standards,
- responding to customer concerns, such as leak checks, monitoring irrigation regulations, reading meters, turning water on and off at customer requests or for non-payment if bills.

The City of Hailey values its human resources. We strive to offer good benefits, fair wages and a supportive working environment. Demands upon employees are high, as much of the work is in response to emergency situations rather than routine activity. Our budget policies reflect this ethic.

This year's budget continues a strong employee salary and training program, with rewards built into the salary schedule for professional advancement. Fair salaries help prevent loss of employees. Well-trained employees are critical to good delivery of service to our community. The salaries in the A Budgets are up overall by 3%. There is a city policy for a$15/hour minimum wage for all permanent employees. Employees in these divisions generally start at $17-$18/hour. We are budgeting step increases for employees reaching milestones in experience, training and added responsibilities. Although budgeted, these step increases are not guaranteed to be paid.

C.1 Water Capital Budgets

Several capital projects have been identified on the project list although not all of them will be completed in the upcoming year. In many cases commitments for future appropriations are shown to ensure adequate funding will be retained and available when needed. Currently identified projects include major items such as advancement of a new water supply, or smaller projects such as conversion of the existing water chlorination system from gas to liquid. Another example is the pursuit of additional office space as a result of the current Covid 19 issues.

C.2 Wastewater Capital Budgets

Similar to the Water Capital Budget, Waste Water projects have been proposed that may not be completed this cycle, but funding has been reserved to ensure them in the future. Additionally, this Division is currently undergoing a "Facilities Plan" which will identify capital items necessary for continuing operation and conformance with anticipated regulations. Several projects will likely become prioritized by this pending plan and are therefore listed on the project list. Major projects include items such as Ultraviolet disinfection which is shared on both the Capital and Replacement budgets. Other projects include office space expansion previously referenced in the water budget since both of these Divisions share the same building space.

D.1 Water Operations Budgets

The 2021 Water Operations budget reflects the City's salary policy; it contemplates a 3% increase for staff with additional increases based on reaching professional performance thresholds and higher certifications. There is a decrease of $20,000 in the professional services line item, which pays for legal counsel to assist in water rights matters and for engineers to assist with water studies. The decrease in this line item is due to a reduction in the need to retain legal counsel for previously threatened litigation over conjunctive water management.

D.2 Wastewater Operations Budgets

The 2021 Wastewater Operations budget reflects the City's salary policy; it contemplates a 3% increase for staff with additional increases based on reaching professional performance thresholds and higher certifications. There is a decrease of $37,800 for professional services previously budgeted for a Master Plan Update, much of which was completed last year.

WASTEWATER DEPARTMENT REPLACEMENT REVENUE

FUND	ACCT. #	ACCOUNT TITLE	FYE 19 Budget	YTD 3.31.20	FYE 20 Budget	FYE 21 Proposed	AMOUNT INCREASE	% INCREASE
230.75	32413	INTEREST EARNED	$5,000.00	$13,798.70	$25,000.00	$25,000.00	$20,000.00	400%
230.75	32810	HOOK-UP FEES	$51,260.00	$28,906.00	$57,160.00	$57,160.00	$5,900.00	12%
230.75	32811	DEPRECIATION REVENUE					$0.00	#DIV/0!
230.75	33570	GRANTS					$0.00	#DIV/0!
							$0.00	#DIV/0!
TOTAL BUDGETED REPLACEMENT REVENUE			**$56,260.00**	**$42,704.70**	**$82,160.00**	**$82,160.00**	($520.00)	-0.6%
FUND BALANCES		BUDGETED FUND BALANCE	$373,740.00	($42,704.70)	$347,840.00	$790,840.00	$417,100.00	112%
TOTAL EXPENSES BUDGETED FROM REPLACEMENT FUND			**$430,000.00**	**$0.00**	**$430,000.00**	**$873,000.00**	$873,000.00	103%

WASTEWATER DEPARTMENT USER REVENUE

PUBLIC WORKS - WASTEWATER DEPARTMENT REVENUE							AMOUNT	
FUND	ACCT. #	ACCOUNT TITLE	2019 BUDGET	YTD 3.31.20	FY 20 BUDGET	2021 PROPOSED	INCREASE	% INCREASE
210.70	32413	INTEREST EARNED-GEN ACC	$18,000	$34,762	$44,000	$44,000	$26,000	144.44%
210.70	31010	Combined BONDS REVENUE	$565,875	$300,251	$570,000	$570,000	$4,125	0.73%
210.70	32810	Miscellaneous Revenue					$0	#DIV/0!
	32273	Property Sales					$0	#DIV/0!
		Gain on pension activity					$0	#DIV/0!
	33570	STATE SHARED GRANTS					$0	#DIV/0!
210.70	34610	USER CHARGES	$1,400,000	$771,422	$1,359,823	$1,400,000	$0	0.00%
210.70	34611	SERVICE CHARGES	$15,000	$6,395	$14,034	$15,000	$0	0.00%
210.70	34612	INSPECTION FEES	$1,000	$450	$1,900	$1,000	$0	0.00%
	35000	PREMIUM EARNED ON BOND REFI	$20,000		$0	$20,000	$0	0.00%
	32294	SUBDIVISION INSPECTION FEES					$0	#DIV/0!
TOTAL AVAILABLE NEW RI		**REVENUE**	**$2,019,875**	**$2,019,875**	**$1,989,757**	**$2,050,000**	$30,125	1.51%
		From Fund Balance	**$585,560**	**($1,247,826)**	**$728,733**	**$917,669**		
TOTAL REVENUE BUDGETED TO MEET EXPENSES			**$2,605,435**	**$772,049**	**$2,718,489**	**$2,967,669**	**$249,179**	

WASTEWATER DEPARTMENT USER EXPENSES

PUBLIC WORKS - WASTEWATER DEPARTMENT EXPENDITURES							%
FUND	ACCOUNT TITLE	FYE19 Actual	FYE20 Budget	3/31/20 YTD	FYE 21 Proposed	Amnt. Increase	INCREASE
A BUDGET							
70-41110	SUPERINTENDENT		$72,384		$76,511	$4,127.00	5.7%
70-41110	LEAD OPERATOR/LAB. TECH.		$54,746		$60,454	$5,708.40	10.4%
70-41110	COLLECTIONS TECH./FORMAN		$56,650		$58,350	$1,700.00	3.0%
70-41110	OPERATOR 1/PRETREMENT		$53,726		$57,325	$3,598.60	6.7%
70-41110	COLLECTION 1		$48,547		$52,021	$3,473.80	7.2%
70-41110	MAINTENANCE MECHANIC		$57,533		$60,236	$2,703.20	4.7%
70-41110	3% budgeted increase	$268,673	$7,106	$139,665	$5,000	($2,106.00)	-29.6%
70-41114	PHONE ALLOWANCE	$375	$360	$180	$360	$0.00	0.0%
	SUBTOTAL Salaries	**$269,048**	**$351,052**	**$139,845**	**$370,257**	$19,205.00	5.5%
70-41121	FICA	$16,054	$26,855	$8,597	$28,325	$1,469.18	5.5%
70-41122	RETIREMENT	$24,282	$41,916	$14,025	$44,209	$2,293.08	5.5%
70-41124	WORKMAN COMP.	$5,392	$8,285	$2,850	$8,738	$453.24	5.5%
70-41126	H&A INSURANCE	$42,516	$63,000	$21,510	$66,600	$3,600.00	5.7%
	SUBTOTAL Salaries & Benefits	**$88,244**	**$140,056**	**$46,983**	**$147,871**	$7,815.50	5.6%
TOTAL A BUDGET		**$357,292**	**$491,108**	**$186,827**	**$518,128**	$27,020.50	5.5%
B BUDGET							
70-41211	OFFICE SUPPLIES	$1,098	$2,000	$430	$2,000	$0.00	0.0%
70-41213	POSTAGE	$189	$1,000	$53	$1,000	$0.00	0.0%
70-41215	DEPARTMENTAL SUPPLIES	$132	$2,500	$73	$2,500	$0.00	0.0%
70-41313	PROFESSIONAL SERVICES	$15,906	$15,000	$5,780	$15,000	$0.00	0.0%
70-41319	ADVERT.& PUBL.	$417	$500	$0	$500	$0.00	0.0%
70-41321	ENGINEERING SERVICES	$17,777	$167,806	$0	$130,000	($37,806.00)	-22.5%
70-41323	PRINTING SERVICES	$0	$250	$0	$250	$0.00	0.0%
70-41325	SERVICE CONTRACTS	$11,159	$11,000	$5,932	$11,000	$0.00	0.0%
	SUBTOTAL Services	**$46,678**	**$200,056**	**$12,268**	**$162,250**	($37,806.00)	-18.9%
70-41401	R & M - PLANT EQUIPMENT	$20,936	$35,000	$54,356	$35,000	$0.00	0.0%
70-41403	R & M - SYSTEM Equipment	$7,481	$30,000	$0	$30,000	$0.00	0.0%
70-41405	R & M - EQUIPMENT	$6,050	$10,000	$962	$10,000	$0.00	0.0%
70-41411	R & M - OFFICE EQUIP.	$75	$1,000	$44	$1,000	$0.00	0.0%
70-41413	R & M - BUILDING	$317	$15,000	$700	$15,000	$0.00	0.0%
70-41415	R & M - AUTO Equip	$6,792	$15,000	$4,664	$15,000	$0.00	0.0%
70-41419	R & M - GROUNDS	$1,292	$8,000	$0	$8,000	$0.00	0.0%
70-41421	R & M - SHOP	$2,310	$8,000	$980	$8,000	$0.00	0.0%
70-41423	R & M - TOOLS	$3,273	$4,000	$1,213	$4,000	$0.00	0.0%
70-41424	R & M - COMPUTERS	$3,053	$2,500	$0	$2,500	$0.00	0.0%
70-41425	R & M - SPECIAL EQUIPMENT		$0	$0	$0	$0.00	#DIV/0!
	SUBTOTAL Repairs & Maintenance	**$51,578**	**$128,500**	**$62,918**	**$128,500**	$0.00	0.0%

WASTEWATER DEPARTMENT USER EXPENSES

PUBLIC WORKS - WASTEWATER DEPARTMENT EXPENDITURES							
FUND	**ACCOUNT TITLE**	**FYE19 Actual**	**FYE20 Budget**	**3/31/20 YTD**	**FYE 21 Proposed**	**Amnt. Increase**	**INCREASE**
70-41701	REIMBURSEMENT						
70-41703	CLOTHING & UNIFORMS	$12,086	$10,000	$4,894	$10,000	$0.00	0.0%
70-41711	DUES & SUBSCRIPTIONS	$6,551	$12,000	$235	$12,000	$0.00	0.0%
70-41713	TELEPHONE & COMMUNICATIONS	$3,206	$4,000	$2,402	$4,000	$0.00	0.0%
70-41717	UTILITIES	$123,633	$150,000	$68,837	$150,000	$0.00	0.0%
70-41719	GAS & OIL	$9,127	$20,000	$3,125	$20,000	$0.00	0.0%
70-41723	PERSONNEL TRAINING	$1,247	$4,000	$1,948	$4,000	$0.00	0.0%
70-41724	TRAVEL EXPENSES	$1,384	$2,000	$1,023	$2,000	$0.00	0.0%
70-41747	PREVENTIVE PROGRAMS	$235	$2,000	$160	$2,000	$0.00	0.0%
70-41775	EQUIPMENT RENTAL	$48	$1,000	$450	$1,000	$0.00	0.0%
70-41791	CHEMICALS	$69,672	$65,000	$45,122	$75,000	$10,000.00	15.4%
70-41795	LAB TESTING & SUPPLIES	$13,470	$20,000	$5,974	$20,000	$0.00	0.0%
	SUBTOTAL Miscellaneous	**$240,660**	**$290,000**	**$134,170**	**$300,000**	$10,000.00	3.4%
)GET - Maintenance & Operation		**$338,916**	**$618,556**	**$209,356**	**$590,750**	($27,806.00)	-4.5%
			$1,109,664		$1,108,878	($785.50)	-0.1%
C BUDGET							
C BUDGET TOTALS	**See FY21 WW Capital Projects List**	**$3,637.18**	**$438,000.00**	**$0.00**	**$720,000.00**	$282,000.00	64.4%
BONDS & LOANS	Bond Compliance 125% Net Revenue		**$142,500**		**$142,500**	$0.00	0.0%
70-41613	Bonds Principal & Interest	$566,111	$570,000	$139,141	$570,000	$0.00	0.0%
70-41613	INTERFUND LOAN PRINCIPAL					$0.00	#DIV/0!
70-41613	INTERFUND LOAN INTEREST		$0		$0	$0.00	#DIV/0!
TOTAL BOND & LOANS		$566,111	$712,500	$139,141	$712,500	$0.00	0.0%
	TOTAL DEPARTMENT BUDGET	**$1,265,955.94**	**$2,260,163.91**	**$535,324.58**	**$2,541,378.41**	$281,214.50	12.4%
	Legislative Budget	$15,147.13	$16,326.18	$8,780.34	$16,326.18	$0.00	0.0%
	Executive Budget	$297,892.69	$331,607.87	$183,770.47	$299,572.81	($32,035.07)	-9.7%
	Public Works Budget	$88,272.96	$110,391.31	$44,173.99	$110,391.31	$0.00	0.0%
	Grant Budget						
	TOTAL OPERATING BUDGET	**$1,667,268.72**	**$2,718,489.28**	**$772,049.38**	**$2,967,668.71**	$249,179.43	9.2%

WATER REPLACEMENT REVENUE								
FUND/ACCT#	**ACCOUNT TITLE**	**FYE 19 Budget**	**YTD 3.31.20**	**FYE 20 Budget**	**FYE 21 Proposed**	**Amnt Increase**	**%Increase**	**Remarks & Explanations**
220-00-32413	INTEREST EARNED	$11,000.00	$27,838.91	$50,000.00	$50,000.00	$0.00	0.00%	
65-32810	HOOK-UP FEES	$83,620.00	$48,916.00	$88,640.00	$91,720.00	$3,080.00	3.47%	Based on 20 new connections 2020 rates $4586
65-32811	DEPRECIATION REVENUE							
TOTAL		**$94,620.00**	**$76,754.91**	**$138,640.00**	**$141,720.00**	$3,080.00	2.22%	
FUND BALANCES								
	BUDGETED Fund Balance	($36,160.00)	($15,536.91)	($15,640.00)	$1,926,074.00	$1,941,714.00	-12415.05%	
TOTAL								
WATER REPLACEMENT EXPENSE BUDGET		**$58,460.00**	**$61,218.00**	**$123,000.00**	**$2,067,794.00**	$1,944,794.00	1581.13%	

City of Hailey
Water Department Revenue FYE 21

Water User Fund Revenues								
FUND/ACCT#	**ACCOUNT TITLE**	**FYE 19 Budget**	**3/31/20 YTD**	**FYE 20 Budgt**	**FYE 21 Proposed**	**Amnt Increase**	**%Increase**	**Remarks & Explanations**
200.60-32240	ANNEXATION FEES	$0.00						
200.60-32290	WATER USER FILL SPOUT	$8,000.00		$8,000.00	$8,000.00	$0.00	0.00%	
200.60-32273	PROPERTY SALES					$0.00	#DIV/0!	
200-00-32294	SUBDIVISION INSPECTION FEES					$0.00	#DIV/0!	
200.60-32413	INTEREST EARNED	$8,000.00	$29,235.94	$50,000.00	$45,000.00	$37,000.00	462.50%	
	State Shared Grant	$60,000.00	$37,683.00	$60,000.00		($60,000.00)	-100.00%	Reclamation 2 year; 50,000 amd FY17
200-00-31010	BOND REVENUE- for St Rev Fund Lo	$154,000.00	$77,710.51	$150,225.00	$151,000.00	($3,000.00)	-1.95%	$3.89/month to pay back Storage Tank Bond assuming 3245 users
200.60-34610	USER CHARGES	$1,419,129.00	$298,073.79	$1,470,000.00	$1,470,000.00	$50,871.00	3.58%	*Middle School irrigation to be taken over by BCSD*
200.60-34612	INSPECTION FEES/LIVE TAP FEES	$1,000.00	$500.00	$2,000.00	$2,000.00	$1,000.00	100.00%	Based on 20 new connections at $50.00 each
200.60-34616	METER REIMBURSEMENT	$8,000.00	$4,075.00	$11,575.00	$11,575.00	$3,575.00	44.69%	20 meters at $400?
200.60-34618	HYDROPLANT REVENUE	$3,000.00	$3,897.84		$3,897.84	$897.84	29.93%	
	PREMIUM EARNED ON BOND REFI					$0.00	#DIV/0!	
200.60-34611	SERVICE CHARGES	$13,000.00	$6,375.17	$15,000.00	$15,000.00	$2,000.00	15.38%	
TOTAL USER REVENUE		**$1,674,129.00**	**$457,551.25**	**$1,766,800.00**	**$1,706,472.84**	$32,343.84	1.93%	
	BUDGETED Fund Balance	$662,577.20	$104,228.52	$1,277,493.33	$1,936,137.32	$1,273,560.12	192.21%	Yikes….
TOTAL						-		
TOTAL BUDGETED USER REVENUE		**$2,336,706.20**	**$561,779.77**	**$3,044,293.33**	**$3,642,610.16**	$1,305,903.96	55.89%	

City of Hailey
Water Department User Expenditures FYE 21

WATER USER EXPENSES							
FUND/ACCT#	**ACCOUNT TITLE**	**FYE 19 Budget**	**FYE 20 Budget**	**YTD 3/31/20**	**FYE 21 Proposed**	**Amnt Increase**	**%Increase**
A BUDGET							
200.60-41110	SUPERINTENDENT	$70,266.98	$73,410.27		$76,489.30	$3,079.03	4.19%
200.60-41110	OPERATOR	$44,116.00	$51,347.58		$55,098.37	$3,750.79	7.30%
200.60-41110	OPERATOR	$46,321.60	$48,657.65		$52,194.48	$3,536.83	7.27%
200.60-41110	OPERATOR	$35,360.00	$41,683.20		$43,922.94	$2,239.74	5.37%
200.60-41110	OPERATOR	$33,280.00	$41,683.20		$44,962.94	$3,279.74	7.87%
200.60-41111	OVERTIME			$342.60	$0.00	$0.00	#DIV/0!
200.60-41111	POLICE DEPT TIME	$16,390.91	$16,882.63		$17,389.11	$506.48	3.00%
200.60-41110	3%	$22,362.46		$120,858.65			
	SUBTOTAL WATER SALARIES	**$268,097.94**	**$273,664.53**	**$121,201.25**	**$290,057.14**	$16,392.61	5.99%
200.60-41121	FICA	$20,509.49	$20,935.34	$9,095.18	$22,189.37	$1,254.03	5.99%
200.60-41122	RETIREMENT	$30,777.64	$32,675.55	$14,426.94	$34,632.82	$1,957.28	5.99%
200.60-41124	WORKMAN COMP.	$8,712.31	$9,222.49	$3,621.31	$8,701.71	($520.78)	-5.65%
200.60-41126	H&A INSURANCE	$57,000.00	$52,500.00	$24,488.92	$55,500.00	$3,000.00	5.71%
	SUBTOTAL BENEFITS	$116,999.44	$115,333.38	$51,632.35	$121,023.91	$5,690.53	4.93%
TOTAL A BUDGET		**$385,097.38**	**$388,997.91**	**$172,833.60**	**$411,081.05**	$22,083.14	5.68%
B BUDGET							
200.60-41211	OFFICE SUPPLIES	$300.00	$300.00	$187.44	$300.00	$0.00	0.00%
200.60-41213	POSTAGE	$1,500.00	$1,500.00	$594.30	$1,500.00	$0.00	0.00%
200.60-41215	DEPARTMENTAL SUPPLIES	$500.00	$500.00	$60.99	$500.00	$0.00	0.00%
200.60-41311	DEQ USER FEE	$11,000.00	$11,000.00	$5,494.00	$11,000.00	$0.00	0.00%
200.60-41313	PROFESSIONAL SERVICES	$140,000.00	$140,000.00	$45,405.12	$120,000.00	($20,000.00)	-14.29%
200.60-41319	ADVERT.&PUBL.	$500.00	$500.00	$41.97	$500.00	$0.00	0.00%
200.60-41323	PRINTING SERVICES	$500.00	$500.00	$170.00	$500.00	$0.00	0.00%
	WATER REBATE PROGRAM	$60,000.00	$60,000.00	$12,104.28	$60,000.00	$0.00	0.00%
200.60-41325	SERVICE CONTRACTS	$4,500.00	$4,500.00	$226.52	$4,500.00	$0.00	0.00%
	SUBTOTAL SERVICES	**$218,800.00**	**$218,800.00**	**$64,284.62**	**$198,800.00**	($20,000.00)	-9.14%
200.60-41401	R & M - EQUIPMENT	$32,000.00	$35,000.00	$3,296.38	$35,000.00	$0.00	0.00%
200.60-41403	R & M - SYSTEM	$45,000.00	$55,000.00	$24,111.24	$55,000.00	$0.00	0.00%
200.60-41405	R & M - EQUIPMENT	$20,000.00	$20,000.00	$7,200.33	$15,000.00	($5,000.00)	-25.00%
200.60-41411	R & M - OFFICE EQUIPMENT	$2,000.00	$2,000.00	$0.00	$1,000.00	($1,000.00)	-50.00%
200.60-41413	R & M - BUILDING	$20,000.00	$20,000.00	$1,149.18	$20,000.00	$0.00	0.00%

City of Hailey
Water Department User Expenditures FYE 21

WATER USER EXPENSES							
FUND/ACCT#	**ACCOUNT TITLE**	**FYE 19 Budget**	**FYE 20 Budget**	**YTD 3/31/20**	**FYE 21 Proposed**	**Amnt Increase**	**%Increase**
200.60-41415	R & M - AUTO	$15,000.00	$15,000.00	$4,876.81	$15,000.00	$0.00	0.00%
200.60-41417	R & M RADIO	$500.00	$500.00	$39.98	$200.00	($300.00)	-60.00%
	SUBTOTAL REPAIRS & MAINTEN	**$134,500.00**	**$147,500.00**	**$40,673.92**	**$141,200.00**	**($6,300.00)**	-4.27%
200.60.41703	CLOTHING & UNIFORMS	$2,500.00	$2,500.00	$1,892.03	$2,500.00	$0.00	0.00%
200.60-41709	Ins/Bond/Hydroplant repay						
	EPA Sustainability Grant Match						
200.60-41711	DUES & SUBSCRIPTIONS	$7,000.00	$8,000.00	$366.00	$8,000.00	$0.00	0.00%
200.60-41713	TELEPHONE & COMMUNICATION	$10,000.00	$10,000.00	$4,154.85	$10,000.00	$0.00	0.00%
200.60-41717	UTILITIES	$76,000.00	$76,000.00	$14,291.79	$76,000.00	$0.00	0.00%
200.60-41719	GAS & OIL	$10,000.00	$10,000.00	$2,540.64	$10,000.00	$0.00	0.00%
200.60-41723	PERSONNEL TRAINING	$4,000.00	$4,000.00	$3,695.57	$4,000.00	$0.00	0.00%
200.60-41724	TRAVEL EXPENSES	$2,500.00	$2,500.00	$925.56	$2,500.00	$0.00	0.00%
200.60-41747	PREVENTIVE PROGRAMS	$1,000.00	$1,000.00	$87.33	$1,000.00	$0.00	0.00%
200.60-41775	EQUIPMENT RENTAL	$500.00	$500.00	$0.00	$500.00	$0.00	0.00%
200.60-41791	CHEMICALS	$4,000.00	$6,000.00	$1,997.48	$6,000.00	$0.00	0.00%
200.60-41795	LAB TESTING & SUPPLIES	$6,000.00	$6,000.00	$8,637.00	$6,000.00	$0.00	0.00%
	SUBTOTAL MISC. EXPENDITURE	$123,500.00	$126,500.00	$38,588.25	$126,500.00	$0.00	0.00%
TOTAL B BUDGET		**$476,800.00**	**$492,800.00**	**$143,546.79**	**$466,500.00**	($26,300.00)	-5.34%
			$881,797.91		*$877,581.05*	($4,216.86)	-0.48%
C BUDGET							
See FYE 21 WATER Capital Projects List		**$1,635,095.00**	**$1,516,400.00**	**$0.00**	**$2,150,000.00**	$633,600.00	41.78%
BONDS & LOAN	Bond Compliance 125% Net Reven	$38,500.00	$37,556.25		$37,750.00	$193.75	0.52%
60-41613	Bond Interest and Principal	$154,000.00	$150,225.00	$10,120.55	$151,000.00	$775.00	0.52%
	TOTAL DEPARTMENT BUDGET	**$2,689,492.38**	**$2,585,979.16**	**$326,500.94**	**$3,216,331.05**	$630,351.89	24.38%
	Legislative Budget	$16,104.26	$16,326.18	$8,217.63	$16,326.18	$0.00	0.00%
	Executive Budget	$315,510.84	$331,607.88	$183,701.83	$299,572.82	($32,035.07)	-9.66%
	Public Works Budget	$107,107.84	$110,380.11	$43,359.37	$110,380.11	$0.00	0.00%
	TOTAL WATER BUDGET	**$3,128,215.32**	**$3,044,293.33**	**$561,779.77**	**$3,642,610.16**	$598,316.82	19.65%

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/08/2020 DEPARTMENT: Admin/Water DEPT. HEAD SIGNATURE: HD/CPS/BY

SUBJECT:

Consideration of contract for service to The Hunger Coalition for the City of Hailey to contribute to THC's food distribution program through the deferral of irrigation costs to irrigate the food.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hunger Coalition is facing irrigation costs for this season at Bloom Farm. In previous years, the surface water was used to irrigate the farm. In future years, the Quigley water system will be used to irrigate the farm. In between, Bloom Farm is using metered City water to irrigate Bloom Farm.

The Hailey City Council may wish to enter into a contract for service by which Bloom Farm is credited the irrigation costs as consideration by the City of Hailey for the food distribution service they perform for Hailey residents. A contract for service has been prepared to that end, and is attached for city council deliberation.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve (or deny) Resolution 2020-____, authorizing a contract for service with The Hunger Coalition to provide food distribution to residents of Hailey in exchange for credit of the irrigation fees incurred to grow the food.

ACTION OF THE CITY COUNCIL:
Date : _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2020-____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH THE HUNGER COALITION FOR DISTRIBUTION OF FOOD TO HAILEY RESIDENTS.

WHEREAS, the City of Hailey desires to enter into a contract for services with The Hunger Coalition to provide food distribution to residents of Hailey in exchange for credit of the irrigation fees incurred to grow the food.

WHEREAS, the City of Hailey and The Hunger Coalition have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey contract for services agreement between the City of Hailey and The Hunger Coalition and that the Mayor is authorized to execute the attached Agreement,

Passed this 8th day of June, 2020.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

CONTRACT FOR SERVICES

(City of Hailey and The Hunger Coalition)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and The Hunger Coalition, an Idaho non-profit corporation (hereinafter referred to as "THC").

RECITALS

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

B. Resort and recreational economies, such as Hailey's, generate income inequality, (the 9th highest in America according to THC) and food needs, that are greater than in other economies; and

C. The City of Hailey has certain powers and authorities pursuant to Idaho Code §50-301 et. Seq., including the preservation of the public health, and

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

E. THC, by virtue of the services it provides, creates a strong economic climate for service worker residents to move to the area, utilize the business services of the town, and remain in the area to perform necessary economic functions; and

F. According to THC thirty-eight percent of (38%) people in Blaine County are considered food-insecure, or one crisis away from it, and that THC fed twenty percent (20%) of people in Blaine County, one half (1/2) of whom were children, and

G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide that its citizens and residents are properly fed; and

H. THC produces, and otherwise gathers and packages food for distribution to residents of the City of Hailey and according to THC, one thousand two hundred and eleven (1,211) children who are residents of the City of Hailey were fed by THC programs in 2019, and

I. Hailey desires to contract with the THC for food distribution services by extending funds to THC which can be used by THC for food distribution; and

J. The parties acknowledge and agree that all funds paid to THC under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of

distribution of food within The City of Hailey; and

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

AGREEMENT

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

1. Consideration. In consideration for providing the services described herein, Hailey agrees to credit any charges incurred by THC for irrigating the food grown at Bloom Farms for distribution. The deferred cost of irrigation is expected to be approximately one thousand five hundred dollars ($1,500). The credit of the actual amount will be performed at the end of the 2020 growing season, or November 1, 2020, whichever comes first.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from the date of adoption, until September 30, 2020.

3. Scope of Services. THC shall provide food distribution services within the City of Hailey, including but not necessarily limited to the Dailey Bites Program, the Snack Program and the Summer Food Program, utilizing the City of Hailey's contribution to the best of its ability.

4. Financial Accounting and Reporting Requirements. THC shall submit to Hailey a report of its activities and methods by which Hailey's contribution was spent either directly or as grant/gift match in its Hailey based food distribution programs in the Spring of 2021, not later than June 1st.

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

6 Retention of Records. THC agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement.

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

any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.

8. Miscellaneous Provisions.

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

City of Hailey	The Hunger Coalition
115 Main Street So.	121 Honeysuckle Street
Hailey, Idaho 83333	Bellevue, Idaho 83333

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

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for THC's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, THC shall submit a report of expenditures to Hailey.

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

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

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

the performance of the Agreement by THC.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

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

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

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

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

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

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

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

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

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

CITY OF HAILEY

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

THE HUNGER COALITION

_____
Jean Liston

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/02/2020 **DEPARTMENT:** Community Development Dept. **DEPT. HEAD SIGNATURE:** LH

SUBJECT:
Consideration of a Letter of Intent to purchase approximately .23 acres of real property owned by the City of Hailey located at 782 S Main Street directly west of the Snow Bunny by Maverik Inc, including a discussion whether the property is underutilized or not used for public purposes, and, of authorizing a contract for appraisal thereof.

AUTHORITY: ☒ ID Code 50-1401, 1402, 1403_____ ☐ IAR _____ ☐ City Ordinance/Code

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BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Maverik, Inc. is considering a location in Hailey, and has great interest in the Snow Bunny site. A portion of what appears to be part of the Snow Bunny (parking and landscaping) is owned by the City of Hailey. Maverik, Inc. desires to purchase this portion of land- approximately .23 acres (10,019 square feet). Maverik, Inc. will participate remotely in the meeting, and explain why this location is best suited to their needs, and their intention for being a good neighbor to the surrounding Rodeo Ground/Ice House/Skate Park uses.

From a land use standpoint, this use would be a conditional use, reviewed by the Planning and Zoning Commission. The proposal would also be subject to design review. "Corporate design" is prohibited, so the proposal would need to be unique to Hailey. An example of the Maverik in Jackson Hole, WY is attached to this report.

The Council should discuss the pros and cons of this request. At this time, parking and a landscape strip is the use that was anticipated in the 2010 Rodeo Grounds Master Plan. This piece of land was seen as non-essential to the function of the rodeo grounds.

If the Council wishes to take this proposal to the next step, IC 50-1401 requires a finding that property to be conveyed is either underutilized or not used for public purposes . IC 50-1402 requires the City Council to declare the value of the property proposed to be conveyed. While the Code does not strictly require The City to conduct an appraisal, the City Attorney recommends that we do so. While the exact value is not known at this time, real estate professionals have informally noted a value of land zoned Limited Business up to $40 per square foot.

After a declaration of value and intent to sell, the statute requires the City Clerk to publish a summary of the City's action and provide 14 day advance notice of a public hearing. IC 50-1403 requires an auction.

ATTACHMENTS:

1) Applicable Idaho Statutes
2) Purchase and Sale Agreement
3) Example Site Layouts
4) Photo of Jackson Hole, WY Maverik

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss and make a motion based on options.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

Motion Option #1:

I move to authorize a contract for appraisal for approximately .23 acres of real property owned by the City of Hailey located at 782 S Main Street directly west of the Snow Bunny by Maverik Inc, including a determination whether the property is underutilized or not used for public purposes.

Motion Option #2:

I move to determine that this property is not underutilized, and that the City is not interested in pursuing a purchase and sale agreement.

Motion Option #1:

I move to continue this item to _____(Council to insert date).

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: *Additional/Exceptional Originals to: _____

Copies (all info.): Copies

Instrument # _____

Return to AIS

50-1401. REAL PROPERTY OWNED BY CITIES — METHOD OF CONVEYANCE OR EXCHANGE. It is the intent of this chapter that cities of the state of Idaho shall have general authority to manage real property owned by the city in ways which the judgment of the city council of each city deems to be in the public interest. The city council shall have the power to sell, exchange or convey, by good and sufficient deed or other appropriate instrument in writing, any real property owned by the city which is underutilized, or which is not used for public purposes.

50-1402. DECLARATION OF VALUE OF PROPERTY. Whenever the city council proposes to convey, exchange or offer for sale any real property, it shall first declare the value or minimum price, if any, it intends to receive as a result of such conveyance or exchange. The city council may contract for or provide that the property be appraised under such terms and conditions as may be deemed appropriate by the city council. The declaration, either in the form of a minimum dollar value, or an explanation of an intended exchange or conveyance for other than monetary consideration shall be made on the record at a public meeting of the council. The city council may also declare that the subject property will be offered for sale without establishing a minimum price.

Following a declaration of intent to sell or exchange real property, the clerk of the city shall publish a summary of the action taken by the city council in the official newspaper of the city and provide notice of a public hearing before the city council. Notice of the public hearing concerning the proposed exchange or conveyance shall be published in the official newspaper of the city at least fourteen (14) days prior to the date of the hearing.

50-1403. DISPOSITION AFTER HEARING. After a public hearing has been conducted, the city council may proceed to exchange, convey or offer for sale the real property in question, subject to the restrictions of section 50-1401, Idaho Code. The city council shall be governed by the following provisions:

(1) When the property is offered for sale, the property shall be sold at a public auction to the highest bidder and no bids shall be accepted for less than the minimum declared value previously recorded on the record at a public meeting of the council, provided however, if no bids are received, the city council shall have the authority to sell such property as it deems in the best interest of the city.

(2) When it is determined by the city council to be in the city's best interest that the property be offered for exchange, the council may do all things necessary to exchange any property owned by the city for real property of equal value pursuant to terms which shall be a matter of public record.

(3) When property is purchased, donated or otherwise conveyed to a city and the city has previously used federal funding to acquire the property, with funds specifically designated for the purpose of assisting low- to moderate-income families with decent, safe,

affordable housing opportunities, the property may be sold, donated or otherwise conveyed directly to a low- to moderate-income family, so long as the sale or conveyance is consistent with the applicable federal regulations under which the property was obtained initially. In such instances, the city council shall pass an ordinance stating:
(a) That the property was acquired, in whole, with federal funds;
(b) That the property is to be sold or otherwise conveyed to a low- to moderate-income family;
(c) That the sale or conveyance is consistent with all applicable federal, state or local statutes, laws, regulations and policies; and
(d) That the property may be offered for sale, donation or otherwise conveyed immediately upon the passing of the ordinance.

(4) When it is determined by the city council to be in the city's best interest that a transfer or conveyance be made, the city council may, by ordinance duly enacted, authorize the transfer or conveyance of any real property owned by such city to any tax supported governmental unit, with or without consideration.

(5) When it is determined by the city council to be in the city's best interest, the city may transfer property to a trustee for security purposes, or for purposes of accommodating a transaction, or for funding of construction of capital facilities on city owned property.

Return to AIS

May 1, 2020

Via: Email

Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333

Re: Letter of Intent – A to be built lot owned by The CITY OF HAILEY

Dear Lisa:

The purpose of this letter (this "**Letter of Intent**") is to express the preliminary interest of Maverik, Inc., a Wyoming corporation ("**Maverik**") in purchasing approximately (0.23) acres of land as shown on exhibit A, (the "**Property**") owned by the CITY OF HAILEY ("**Seller**"). The Property is located at 782 S MAIN ST in Blaine County, Idaho. The tax parcel number(s) applicable to the Property is/are as follows: RPH0499001002A. The to be built Lot will be conveyed to Buyer as a legal and separate lot and with a separate legal description. The lot will be conveyed unencumbered and precise legal description of the Property will be agreed to by Maverik and Seller and attached to the final purchase and sale agreement upon completion of the entitlement's.

Based upon the following terms and conditions, Maverik is willing to investigate, discuss and negotiate a mutually acceptable purchase and sale agreement (the "**Agreement**") with Seller, which Agreement the parties agree in good faith to negotiate and execute, if at all, during the thirty (30) days following the date of this Letter of Intent (the "**Drafting Period**").

1. Purchase Price: The Purchase Price is Two Hundred and Fifty Thousand DOLLARS AND 00/100 DOLLARS ($250,000.00). The parcel is approximately (0.23) acres of land as shown on exhibit A.

2. Earnest Money: Five Thousand DOLLARS ($5,000.00) upon execution of the Agreement. During the inspection review period, the earnest money deposit will be refundable to Maverik.

3. Review Period: Commencing upon execution of the Agreement and ending One Hundred and Eighty (180) days after the date of the Agreement (the "**Inspection Review Period**"), Maverik shall have two Thirty

(30) day extension of the inspection period so long as notice is given in writing to Seller. Maverik shall have the unconditional right to terminate the Agreement for any reason whatsoever. During the inspection review period, Maverik shall have the right to perform customary title, environmental, physical, soils and other inspections and reviews of the Property. A title report shall be delivered to Maverik within ten (10) days of the execution of the Agreement.

4. Title Review — Maverik shall review the title commitment and provide a written title objection letter to Seller during the Inspection Review Period. Seller shall have until the close of escrow to attempt to remove Maverik's title objections. If Seller is unable to remove Maverik's title objections by close of escrow then Maverik may elect to either waive such objection or terminate the Agreement.

5. Survey Review — Maverik may, in its sole and absolute discretion, cause the preparation of an ALTA survey ("Survey") during the Inspection Review Period. If Maverik chooses to obtain a Survey, Maverik shall review it and provide a written Survey objection letter prior to the expiration of the Inspection Review Period. Seller shall have until the close of escrow to attempt to remove Maverik's survey objections. If Seller is unable to remove Maverik's survey objections by close of escrow then Maverik may elect to either waive such objection or terminate the Agreement.

6. Closing: — All conditions set forth above are satisfied, closing shall take place on or before Fifteen (15) days after the expiration of the Inspection Review Period.

7. Closing Costs/Prorations: — Seller shall pay any documentary transfer taxes due in connection with the recordation of the deed of the Property to Maverik. Real property taxes and assessments shall be prorated as of the closing date. Seller shall pay the cost of the commitment and the ALTA extended owner's title policy premium, including any endorsements reasonably required by Maverik. All escrow fees and closing costs shall be shared equally between Seller and Maverik.

8.. Acceptance: — If this Letter of Intent is not accepted and signed by the Seller by 5:00 p.m. MST on May 10, 2020, then it shall become null and void and without effect.

9. Documentation: — Seller will deliver to Maverik, within five (5) business days after the parties' execution of the Agreement, any information and documentation that Seller has in its possession or control relating

to the Property, consisting of all available surveys, soils studies, proposed subdivision plan, site servicing information, environmental reports, title encumbrances, current zoning status, proposed concept plan or any other material documentation or information in the Seller's possession or control which relates to the Property.

10.. Property Access: Maverik and its representatives shall have access to the Property for the purpose of making engineering, environmental, survey and other inspections and investigations, all of which due diligence shall be subject, during the inspection review period, to Maverik's approval in its sole and absolute discretion. If a transaction is not completed, Maverik will deliver to Seller copies of any third party reports obtained relating to the physical condition of the Property, such environmental, soils or similar property condition reports.

11. Commissions: Each party will indemnify and hold the other party harmless from any real estate commissions resulting from the actions of the indemnifying party. Purchaser's Broker is Scott Hurt of CMAE, LLC DBA CSH Commercial. Seller is representing themselves with their legal counsel. Seller will pay Purchaser's broker fee of 6%. Exhibit B shall be attached to the final Purchase and Sale Agreement and the Agency Disclosure form attached after Exhibit B will also need to be read and signed and dated by both Buyer and Seller.

12. Agreement: The Agreement, and negotiations associated therewith, shall be based off of Maverik's form purchase and sale agreement.

13. Exclusive Negotiation: Seller agrees not to market the Property, entertain any offers to purchase the Property, or engage in any negotiations regarding the sale of the Property with any third party for thirty (30) days from the date this Letter of Intent is countersigned by Seller.

This Letter of Intent is not an offer, nor is it a contract binding upon either party, but is only an expression of some aspects of the proposed transaction relating to the Property which Maverik has a preliminary interest in purchasing, all or any of which terms may be reversed, modified or clarified by Maverik or Seller. The terms described in this Letter of Intent may be rescinded, modified or clarified by the parties in preparing the Agreement. The Agreement may include additional essential and material provisions which are to be negotiated and agreed upon hereafter. The parties acknowledge that neither party is obligated to execute the Agreement, but both parties represent that they will not negotiate with any other party with respect to the Property during the Drafting Period. This non-binding Letter of Intent when signed represents a conceptual summary of the negotiations as of this date, subject to the preparation of a mutually acceptable and definitive Agreement and other relevant documents satisfactory to Maverik, Maverik's legal counsel, Seller, and Seller's legal counsel. Both parties agree to keep

confidential all information, terms and conditions of this transaction except as necessary with consultants and professionals assisting either party.

Sincerely,

MAVERIK, INC.,
a Wyoming corporation

By: _____
Name: _____
Its: _____

Accepted:

_____,
a _____

By: _____
Name: _____
Its: _____
Date: _____

Exhibit A

3rd Ave S
S Main St
75
Airport Way
Google Earth
© 2020 Google
300 ft
N

Exhibit B

Representation Confirmation

Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER (S) and SELLER(S).

Section 1:

- **A.** ☒ The brokerage working with the BUYER (S) is acting as an AGENT for the BUYER (S).
- **B.** ☐ The brokerage working with the BUYER (S) is acting as a LIMITED DUAL AGENT for the BUYER (S), without an ASSIGNED AGENT.
- **C.** ☐ The brokerage working with the BUYER (S) is acting as a LIMITED DUAL AGENT for the BUYER (S), and has an ASSIGNED AGENT acting solely on behalf of the BUYER (S).
- **D.** ☐ The brokerage working with the BUYER (S) is acting as a NONAGENT for the BUYER (S).

Section 2:

- **A.** ☐ The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- **B.** ☐ The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without and ASSIGNED AGENT.
- **C.** ☐ The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLERS(S), and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- **D.** ☒ The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure brochure adopted or approved by the Idaho Real Estate Commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

Buyers Agent(s): Scott Hurt of CMAE LLC d.b.a. CSH Commercial

Seller's Agent(s): Seller's are representing themselves.

Responsible Broker: Scott Hurt of CMAE LLC d.b.a. CSH Commercial

Buyer initials _____ Date_____ Seller initials _____ Date _____

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Real Estate Commission.

Effective July 1, 2019

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Real Estate Commission
(208) 334-3285
irec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: CMAE,LLC DBA CSH Commercial **Phone:** 208-870-8628

RECEIPT ACKNOWLEDGED

Rev 07/01/19

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

Signature _____ Date _____

Signature _____ Date _____

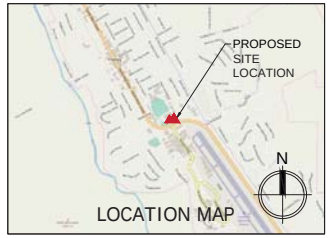
Return to AIS

SITE DESIGN CAUTIONS

- STORM WATER STORAGE
- EXTREME GRADE CHANGE IN BACK OF STORE
- DIFFICULT FOR DELIVERY TRUCKS TO MANEUVER
- *PROXIMITY TO SCHOOL/CHURCH/PARK/OTHER ALCOHOL OUTLET*
- FUEL TRUCK HAS SOME DIFFICULTY MANEUVERING
- *UTILITY LOCATIONS*
- FIRE HYDRANT WITH BOLLARDS IN FAR NW CORNER OF SITE
- TRASH ENCLOSURE LOCATION IS AN ISSUE

MAVERIK

STORE #: TBD
MAVERIK, INC.
MAIN STREET &
AIRPORT WAY
HAILEY, ID



NOTES:

- AREAS AND DIMENSIONS PROVIDED ARE APPROXIMATE AND SHOULD BE VERIFIED BY A SURVEY
- THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY
- THE BOUNDARIES OF THE PROPERTY SHOWN ON THIS DRAWING WERE CREATED FROM SCALED INFORMATION AND SHOULD NOT BE CONSIDERED ACCURATE.

SITE DATA

PARKING:	18 STALLS PROVIDED (2 A.D.A.) (Not incl. gas canopy locations)	
PARCEL AREA:	38,724 SQ. FT.	0.89 ACRES
BUILDING AREA:	3,824 SQ. FT.	0.09 ACRES

N

30 0 30 60 90

Scale: 1" = 30'

#	DATE	DESCRIPTION	REVISED BY
2	2019/11/15	FIT STUDY ANALYSIS 02	
1	2019/11/14	FIT STUDY ANALYSIS 01	

JOB NUMBER 19-176 DRAWN BY TA

FIT STUDY ANALYSIS 01

Option A

Friday, November 15, 2019 1:23:11 PM P:\Design\Architecture\Revit Based\3D\Design Projects\19176_ID_Hailey, Main and Airport\3D_Cad\19_3DSOU_Concept 3D\19176 - Concept 3D Study 2.dwg Tommy Anderson

SITE DEVIATIONS FROM STANDARDS

CLEARANCE AROUND EAST SIDE OF CANOPY MUCH LESS THAN 38FT

SITE DESIGN CAUTIONS

STORM WATER STORAGE
EXTREME GRADE CHANGE IN BACK OF STORE
DIFFICULT FOR DELIVERY TRUCKS TO MANEUVER
PROXIMITY TO SCHOOL/CHURCH/PARK/OTHER ALCOHOL OUTLET
FUEL TRUCK HAS DIFFICULTY MANEUVERING AND EXITING SITE IS DIFFICULT
UTILITY LOCATIONS
FIRE HYDRANT WITH BOLLARDS IN FAR NW CORNER OF SITE
TRASH ENCLOSURE LOCATION IS AN ISSUE

MAVERIK

STORE #: TBD
MAVERIK, INC.
MAIN STREET &
AIRPORT WAY
HAILEY, ID

NOTES:

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SITE DATA

PARKING:	18 STALLS PROVIDED (2 A.D.A.) (Not incl. gas canopy locations)	
PARCEL AREA:	38,724 SQ. FT.	0.89 ACRES
BUILDING AREA:	3,824 SQ. FT.	0.09 ACRES

N

30 0 30 60 90

Scale: 1" = 30'

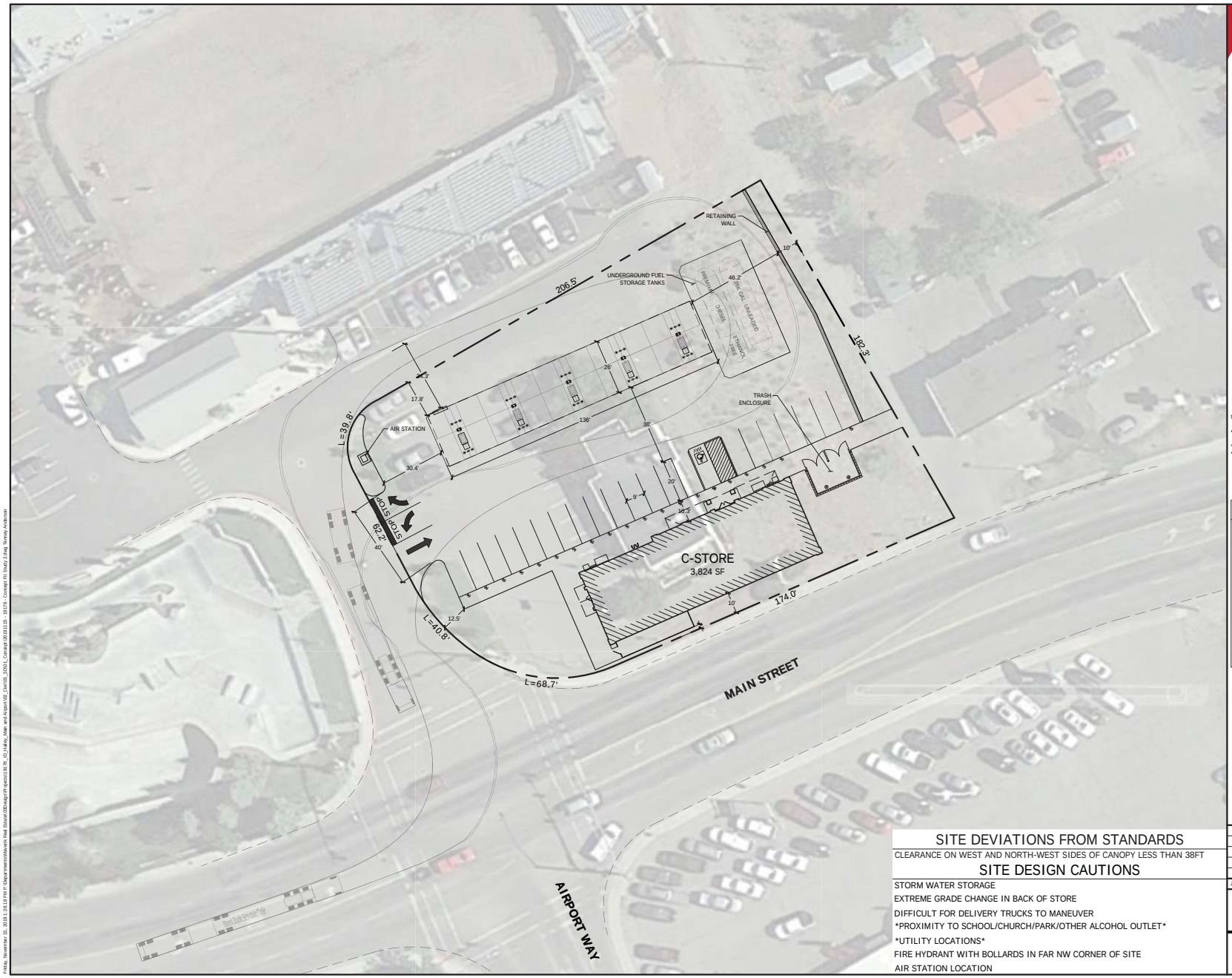
#	DATE	DESCRIPTION	REVISED BY
2	2019/11/15	FIT STUDY ANALYSIS 02	
1	2019/11/14	FIT STUDY ANALYSIS 01	

JOB NUMBER 19-176 DRAWN BY TA

FIT STUDY ANALYSIS 01

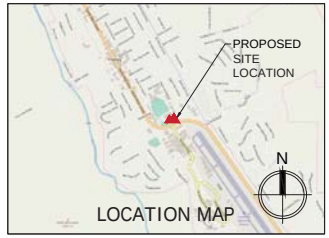
Option B

Friday, November 15, 2019 1:23:53 PM P:\Design\Initiatives\Real Estate\05Design\Projects\19176_ID_Valley, Main and Airport\05 Civil\19_05SV1_Concept\19176_05SV1_Concept.dwg Plotted by Tanner Anderson



MAVERIK

STORE #: TBD
MAVERIK, INC.
MAIN STREET &
AIRPORT WAY
HAILEY, ID



NOTES:

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- THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY
- THE BOUNDARIES OF THE PROPERTY SHOWN ON THIS DRAWING WERE CREATED FROM SCALED INFORMATION AND SHOULD NOT BE CONSIDERED ACCURATE.

SITE DATA

PARKING:	24 STALLS PROVIDED (2 A.D.A.) (Not incl. gas canopy locations)	
PARCEL AREA:	38,724 SQ. FT.	0.89 ACRES
BUILDING AREA:	3,824 SQ. FT.	0.09 ACRES

N

30 0 30 60 90

Scale: 1" = 30'

SITE DEVIATIONS FROM STANDARDS

CLEARANCE ON WEST AND NORTH-WEST SIDES OF CANOPY LESS THAN 38FT

SITE DESIGN CAUTIONS

STORM WATER STORAGE
EXTREME GRADE CHANGE IN BACK OF STORE
DIFFICULT FOR DELIVERY TRUCKS TO MANEUVER
PROXIMITY TO SCHOOL/CHURCH/PARK/OTHER ALCOHOL OUTLET
UTILITY LOCATIONS
FIRE HYDRANT WITH BOLLARDS IN FAR NW CORNER OF SITE
AIR STATION LOCATION

#	DATE	DESCRIPTION	REVISED BY
2	2019/11/15	FIT STUDY ANALYSIS 02	
1	2019/11/14	FIT STUDY ANALYSIS 01	

JOB NUMBER 19-176 DRAWN BY TA

FIT STUDY ANALYSIS 01

Option C

Friday, November 15, 2019 1:26:19 PM P:\Design Immediate\Maverik Real Estate\08Design\Projects\19176_ID_Hailey_Main and Airport\05_Civil\06_3D\01_Concept\3D\19176_ID_Hailey_Main and Airport 3D_Civil_Concept 3D 191115 - 19176 - Concept Fit Study 2.dwg, Tommy Anderson

Return to AIS

MAVERIK
ICE
ICE
ICE
ICE

Return to AIS

Return to Agenda

City of Hailey
COMMUNITY DEVELOPMENT DEPARTMENT
115 MAIN STREET SOUTH
HAILEY, IDAHO 83333
Zoning, Subdivision, Building and Business Permitting and Community Planning Services
(208) 788-9815

Agenda
HAILEY PLANNING & ZONING COMMISSION
Monday, June 15, 2020
Virtual Meeting
5:30 p.m.

From your computer, tablet or smartphone: https://www.gotomeet.me/CityofHaileyPZ
Via One-touch: tel:+15713173122,,506287589#
Dial in by phone: United States: +1 (571) 317-3122 **Access Code:** 506-287-589

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1 Adoption of Findings of Fact, Conclusions of Law and Decision of …..**ACTION ITEM**

CA 2 Adoption of Findings of Fact, Conclusions of Law and Decision…… **ACTION ITEM**

Public Hearing

PH 1 Consideration of a City-initiated Text Amendment to the Hailey Municipal Code to Title 13: Public Services, Chapter 13.04, Water and Wastewater Systems, Section 13.04.060, Cross Connections to clarify the purpose of the ordinance and modify E(3) by *removing double check valve assembly* and H. by *adding and Idaho plumbing code* and amend Title 18: Mobility Design, Chapter 18.14, Standard Drawings, Section 18.14.010, Diagrams to modify or replace drawings 18.14.000.0, 18.14.010.B.3 and 18.14.010.B.4, 18.14.010.B.7 through 18.14.010.B.11, 18.14.010.C.1 through 18.14.010.C.3, 18.14.010.C.6, 18.14.010.D.4a, and 18.14.014.F. **ACTION ITEM**

PH 2 Consideration of a Design Review application by Pioneer, LLC represented by Andrew Bick for Pioneer Storage Phase 2, a storage facility consisting of five (5) single-level storage buildings totaling 16,760 square feet and related parking, to be located at 1291 and 1311 Citation Way (Lots 1A and 1B, Airport West Subdivision #2) in the SCI-SO Zone District. **ACTION ITEM.**

PH 3 Consideration of a Preliminary Plat Subdivision Application (Phase 2) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase 2 of Block 2 is subdivided into 14 sublots consisting, two (2) ten-unit condominium and four (4), three-plex townhomes for a total of 26 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. **ACTION ITEM.**

DRAFT

PH 4 Consideration of a Design Review Application by Old City Hall LLC, represented by Blincoe Architecture for a 2,757 square foot commercial addition to the existing building used by the Advocates Attic including an outdoor display and five (5) additional parking stalls located on River Street. This project is located at 12 W Carbonate St (Lots 12-15, Block 41, Hailey Townsite) within the Business Zoning District. **ACTION ITEM.**

Staff Reports and Discussion

SR 1 Discussion of current building activity, upcoming projects, and zoning code changes.

SR 2 Discussion of the next Planning and Zoning meeting: July 06, 2020.

City of Hailey
COMMUNITY DEVELOPMENT DEPARTMENT
Zoning, Subdivision, Building and Business Permitting and Community Planning Services
115 MAIN STREET SOUTH
HAILEY, IDAHO 83333
(208) 788-9815
Fax: (208) 788-2924

DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE
Monday, June 15, 2020
Hailey City Hall
4:30 p.m. (before P & Z regular meeting)

The Hailey Development Impact Fee Advisory Committee will hold a Public Meeting at **4:30 p.m**. on **Monday, June 15, 2020,** to be held virtually pursuant to Governor Little's Proclamation of March 18, 2020 related to the conduct of remote telecommunication meetings and in compliance with the Open Meetings Law. **The phone number to call in for the meeting will be posted on the agenda on the city website by June 12, 2020**. The telephonic Public Hearing will be conducted on the following item(s): to be held in the upstairs meeting room of Hailey City Hall and will hold Public Hearing on the following item(s).

Proposed amendments to 2020 City Capital Budget and its Development Impact Fee Component. The Advisory Committee will form recommendations regarding the proposed budget and review updates to the FY 2020 Capital Improvement Plan for the Hailey City Council's consideration.

Any and all interested persons are invited to attend this public hearing or submit written comments or direct questions to the Planning Development Assistant at 115 South Main Street, Hailey, Idaho, 83333 or planning@haileycityhall.org. Supporting documents for this item(s) can be viewed on the City of Hailey's website as of the date of this publication; go to www.haileycityhall.org, under City Departments, Community Development, click on either Current Applications or Ordinance Amendments. The staff report will be posted in this same location on the Friday before the meeting. If documents are not posted please call 208 788-9815 to have documents emailed or visit the front counter at city hall. For special accommodations to participate in the noticed meeting, please contact the City Clerk (208) 788-4221.

DRAFT

City of Hailey
COMMUNITY DEVELOPMENT DEPARTMENT
Zoning, Subdivision, Building and Business Permitting and Community Planning Services
115 MAIN STREET SOUTH
HAILEY, IDAHO 83333
(208) 788-9815
Fax: (208) 788-2924

AGENDA
HAILEY PLANNING & ZONING COMMISSION
Monday, March 04, 2019
Hailey City Hall
6:15 p.m.

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1 Adoption of the Meeting Minutes of February 19, 2019. **ACTION ITEM**

CA 2 Adoption of the Findings of Fact, Conclusions of Law and Decision of a Design Review Application by Old Cutters, Inc. to resubdivide Lot 14, Block 5, Old Cutters Subdivision (621 Docs Hickory Drive) into two sublots, to be called the Doc's Hickory Duplex. This lot was previously approved as a duplex lot. **ACTION ITEM**

Public Hearings

PH 1 Consideration of a Design Review Application by Elisabeth Grabher, represented by Jeff Hatch of Hatch Design Architecture, for construction of Pioneer Storage Facility, to be located at Lot 1E, Block 4, Airport West Subdivision #2 (1351 Aviation Dr) in the SCI-I Zoning District. This project consists of three (3) self-storage buildings, ranging in size from 3,000 square feet to 5,200 square feet with onsite parking. **ACTION ITEM**

Guest Visitor

Mayor Fritz Haemmerle to come to discuss visionary design review ideas.

Staff Reports and Discussion

SR 1 Discussion of current building activity, upcoming projects, and zoning code changes.
(no documents)

SR 2 Discussion of the next Planning and Zoning meeting: **Wednesday, March 20, 2019.**
(no documents)

Return to Agenda

AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Tuesday June 16, 2020 * Hailey City Hall Meeting Room
4:00 PM

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

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

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

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

4:00 p.m. CALL TO ORDER - Open Session for Public Concerns

CONSENT AGENDA:

CA 000 Motion to approve application to amend FEMA HMGP 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-____, with Blaine County's Canvass of the May 19, 2020 ELECTION RESULTS 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 minutes of May 19, 2020 and to suspend reading of them ACTION ITEM .....
CA 000 Motion to approve minutes of May 26, 2020 and to suspend reading of them ACTION ITEM .....
CA 000 Motion to approve minutes of June 2, 2020 and to suspend reading of them ACTION ITEM .....
CA 000 Motion to approve minutes of June 8, 2020 and to suspend reading of them ACTION ITEM .....
CA 000 Motion to approve claims for expenses incurred during the month of May, 2020, and claims for expenses due by contract in June, 2020 ACTION ITEM .....
CA 000 Motion to approve Treasurer's Reports for the month of May, 2020.....

MAYOR'S REMARKS:
MR 000

PROCLAMATIONS & PRESENTATIONS:

DRAFT

PUBLIC HEARING:

PH 000 Report to City Council on Rubbish Franchise discussions with Clear Creek Disposal and introduction of Amended Ordinance Extending Rubbish Franchise Agreement to May 1, 2020. ACTION ITEM.....

NEW BUSINESS:

NB 000 Introduction of City of Hailey FY 2021 General Governmental Funds Budgets ACTION ITEM.....

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

DRAFT

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