AGENDA OF THE
HAILEY CITY COUNCIL MEETING
TUESDAY JUNE 20, 2017 * Hailey City Hall Meeting Room

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

CONSENT AGENDA:
CA 225 Motion to change the next regular meeting from July 10th to Monday July 17th, 2017 (no documents)
CA 226 Motion to ratify Office of Emergency Management, Emergency Relief Fund Grant Application in the amount of $875,000 for repair of flood damaged roads in Della View Subdivision
CA 227 Motion to approve Resolution 2017-061 and authorize Library Director to sign Grant Agreement with Idaho STEM Action Center for $500 grant award for Maker Camp grant
CA 228 Motion to approve Idaho Firefighters license plate education grant application for a potential $1,000 award with 400 matching funds
CA 229 Motion to approve Resolution 2017-062, and authorize the Mayor to sign the Adopt A Park agreement with G and G Landscaping for maintenance and mowing at Balmoral Park during the 2017 park season
CA 230 Motion to approve bid package and commencement of project bidding of Pathways for People, Croy St. and 2nd Ave. improvements
CA 231 Motion to reject all bids for the Street Shop Salt Storage Shed Project
CA 232 Motion to approve Resolution 2017-063 approving Letter of Engagement with Dennis Brown auditor for a cost not to exceed of $11,500
CA 233 Motion to approve Fireworks stand permits
CA 234 Motion to approve the Special Event, Due West Press Grand Opening, to be held on June 24, 2017, on West Croy Street, from the alley to River Street
CA 235 Motion to approve the Special Event, Tutu’s and Tennis Shoes 5K Fun Run and Walk, to be held on July 4, 2017, beginning and ending at the Meriwether Building on North First Avenue, and between Carbonate Street and Bullion Street
CA 236 Motion to approve the Special Event, The Hunger Coalition Mobile Market, to be held on Wednesdays beginning June 21, 2017 through October 11, 2017, from 1:00pm to 2:00pm, in the Summit Creek Apartments parking lot
CA 237 Motion to approve the Special Event, Sheeptown Drag Race, to be held on June 29, 2017, on Main Street between Spruce Street and Myrtle Street, from 5:00pm to 12:00am
CA 238 Motion to approve Resolution 2017-064, authorizing a Special Event, the Hailey Skate Competition, to be held at the City of Hailey Skatepark (Saturday, June 24th from 9:00 a.m. to 4:00 p.m.)
CA 239 Motion to approve Resolution 2017-065, authorizing a special event permit for the Wood River Land Trust’s Riverfest at Lions Park on July 4, 2017
CA 240 Motion to approve minutes of June 5, 2017 and to suspend reading of them
CA 241 Motion to ratify claims for expenses paid in June 2017
CA 242 Motion to approve claims for expenses incurred during the month of June, 2017, and claims for expenses due by contract in July, 2017
CA 243 Motion to approve Treasurer’s report for May 2017

MAYOR’S REMARKS:
MR 000

PUBLIC HEARING:
PH 244 Introduction of Mayor’s proposed budget for fiscal year 2018
PH 245 Consideration of an annexation of Colorado Gulch with property description of Lot 1A, Block 1, 21.81 acres
PH 000 Consideration of a City-initiated Text Amendment to Title 17, Section 17.05, District Use Matrix, to clarify and add definitions of: Health and Fitness Facility; Studio, Artist; Performing Arts Center; Recreation Facility, Commercial; Recreation Facility, Public; and Recreation Facility, Residential, and amendments to Title 17, Section 17.02, Definitions to add or modify definitions related to the above. The changes are to correct clerical omissions in Ordinance 1208 (will be continued to July 10, 2017) (no documents)
OLD BUSINESS:
OB 246 Discussion of Petition for reconsideration of an amendment to the Hailey Comprehensive Plan and rezoning of Lot 14, Block 46 Woodside Subdivision #11

STAFF REPORTS:  Staff Reports       Council Reports       Mayor’s Reports
SR 247 Letter to Flood Control District No. 9 from Mayor Haemmerle
SR 248 Mayor’s letter of support for Mountain Rides grant
SR 249 Fire JPA Board meeting in July
SR 250 Next Planning and Zoning Commission meeting draft agenda
SR 251 Next City Council meeting draft agenda

EXECUTIVE SESSION: Real Property Acquisition (IC 74-206(1)(c))

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - 1218    Next Resolution Number- 2017-066
AGENDA ITEM SUMMARY

DATE: 6/20/2017 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: MM

SUBJECT: Motion to ratify Office of Emergency Management, Emergency Relief Fund Grant Application in the amount of $875,000 for repair of flood damaged roads in Della View Subdivision

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

(if applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Idaho Office of Emergency Management (OEM) has three rounds of Emergency Relief Fund grants available. The first and second rounds are funded at $15 million per round. The second round of grants was due on June 15, via an online application process. Public works and street division staff prepared the attached application and uploaded it on June 14. The application was reviewed by the City Administrator and the acting City Administrator; Galena Engineering assisted with the cost estimate.

The attached application assumes worst-case-scenario damage to Della View Subdivision roads. The estimate total is $977,311. Once the floodwaters recede, and a thorough damage assessment can be done, the City may reduce its funding request to OEM if necessary. OEM has indicated this is an acceptable methodology, and encouraged staff to submit the application by June 15, rather than waiting until the third round of funding.

If the City does not attain a federal disaster declaration, then the Emergency Relief Fund share of project costs is 90% ($875,000) and the City’s share is 10% ($102,311). If the City does attain a federal disaster declaration, then OEM will require the City to apply for aid from FEMA prior to making an award. Under this scenario, FEMA’s share would be 75% of costs, OEM share would be 15% and the City’s share would be 10% ($102,311).

OEM will approve or deny applications within 30 days of the application deadline; in the case of the City’s application, by July 15, 2017.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)</th>
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<td>□ City Administrator</td>
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<td>□ Engineer</td>
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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to ratify Office of Emergency Management, Emergency Relief Fund Grant Application in the amount of $875,000 for repair of flood damaged roads in Della View Subdivision

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)
Jurisdiction: City of Hailey
Project Name: Southwest Della View Subdivision Street Reconstruction
Rank: 1 of 1
Point of Contact: Tracy Anderson
Title: Public Works Coordinator
Phone: 208-788-9830 x20
Email: tracy.anderson@haileycityhall.org
Project Location: War Eagle Dr. and Four Connecting Roads
Latitude: 43.509323
Longitude: -114.313332
When did damage occur? May 6, 2017 – Present
Weather event that caused damage: Flooding
Did documented deferred maintenance significantly contribute to damage? No
Has funding for this project already been budgeted for completion within the next 12 months? No
Total project cost: 977,310.86
Requested funds: 875,000.00

Damage Description and dimensions (be detailed – repair for shoulder / road bed / etc., length of road): Flooding began in the southwest Della View Subdivision in early May, 2017. The river crested on May 7, at 7.82 feet (1.82 feet above the 6 foot flood stage). War Eagle Dr. and four other roads that tie into War Eagle Dr. have been subject to an unabated torrent of floodwater since that date. Several major crests of a similar magnitude have occurred since May 7, and as of the submission of this application, the southwest Della View Subdivision remains under several feet of floodwater.

The City issued a mandatory evacuation order due to floodwater, compromised roads, and safety hazards; 41 homes remain under mandatory evacuation (please refer to Attachment A – Mandatory Evacuation Map). The City of Hailey is operating under a state disaster declaration, issued on May 8, 2017.

The City is planning for worst-case-scenario damage in the Della View neighborhood, requiring full reconstruction of the following roadway segments:

- War Eagle Dr. from Della Vista Dr. to Silver Star Dr., 1,077 lineal feet
- Triumph Dr. from Della Vista Dr. to War Eagle Dr., 494 lineal feet
- Della Vista Dr. from Silver Star Dr. to War Eagle Dr., 1,131 lineal feet
- Cedar St. from Silver Star Dr. to Della Vista Dr., 1,577 lineal feet
- Red Elephant from Della Vista Dr. to War Eagle Dr., 685 lineal feet

The total distance of the above roadway segments is 4,964 lineal feet, or .94 miles. Please refer to Attachment B – Street Locations, for roadway segments with associated distances, latitudes and longitudes.

The City’s engineer and City emergency response personnel, including Street Division personnel, have observed washed out roads, severe cracking and crumbling of asphalt and severe road base erosion on Della View neighborhood streets (see Attachment C – Photos). Large
sinkholes are believed to exist. Conditions pose a public safety hazard, and portions of roads are completely closed to all traffic. In addition to the roadway itself, the City anticipates damage to adjacent shoulders and barrow pits, and compromised drainage systems, including ditches, catch basins, drywells and culverts. With the area still experiencing a torrent of floodwater, the full extent of the damage is not precisely known at this time. However, the duration and magnitude of the flood event gives every indication that the damage will be extensive.

**Scope of Work:** The scope of work anticipates full reconstruction of the affected roads. The following tasks are included:

- Bailey's city engineer on retainer, Galena Engineering, will work with a geotechnical engineer, other experts deemed necessary, and City public works personnel to conduct a thorough damage assessment once the flood waters recede. Galena, with review and approval of the City, will identify and recommend areas requiring complete reconstruction, and areas requiring remediation or repair, rather than reconstruction.
- Galena Engineering will complete the engineering design, bid documents and construction cost estimate based on the results of the assessment.
- The City will submit a revised funding request to the Office of Energy Management if the anticipated costs are less than the budget estimate submitted with this application.
- The City, with the assistance of Galena Engineering, will apply for all necessary permits, including a City Flood Hazard Development permit, which encompasses local, state and federal standards for floodplain development.
- The City will select a contractor, adhering to state and federal procurement regulations.
- The Contractor will complete the work. Full reconstruction of roadways will involve rebuilding from the bottom base layer up to the asphalt paving. Excavation and grading of shoulders and barrow pits will be completed; catch basins, drywells, culverts and utility repair will be included.
- The City will conduct proactive public outreach throughout the project timeframe to keep the Della View neighborhood informed of plans and progress.

**Describe impact on community / region:** There are 153 homes in the Della View Subdivision; the City issued a mandatory evacuation order to 41 of these homes in early May. The mandatory evacuation order is still in effect, and is likely to remain in effect for several more weeks. By the time residents are allowed back into their homes, they will have been displaced for close to two months. When the flood waters recede, and access to homes is granted, residents will be faced not only with the myriad hardships of personal property damage, but also with the hardship of destroyed roads, shoulders, barrow pits and drainage systems, which will make getting to and from their homes difficult.

The neighborhood is characterized by working class families, who must continue to earn a living, day by day, regardless of road status. The City has provided roads that are in a state of good repair to support the efficient movement of traffic in and out of the neighborhood. Maintenance has not been deferred; our records show an average 10.5 year service life remaining on the Della View neighborhood roads, prior to the current flood event (please refer to Attachment D – Road Condition Record). Washed out and damaged roads will hamper traffic flows, decrease safety,
decrease the quality of life, and increase frustration of residents who must use these roads on a daily basis.

One of the City’s largest and most popular community parks – Lawrence Heagle Park – is located adjacent to War Eagle Dr., in the southwest corner of the Della View neighborhood. This park is routinely used by residents from throughout the City, as well as neighborhood residents, for family gatherings and special events. The damage to War Eagle Dr. will negatively impact access to this important community asset.

The City of Hailey will experience considerable economic hardship without financial assistance. The City cannot take these roads out of service or defer permanent repairs for very long. When it comes to budget, Hailey is not any different than other cities in Idaho – the infrastructure needs always exceed available funding, in every category of operation. The City simply does not have the budget for reconstruction of the Della View neighborhood roads without reducing critical services city-wide, or seeking an additional tax levy to fund the reconstruction. In addition, the City will incur significant expense to make these roads passable until they can be repaired. It is unlikely that we will have the schedule window to complete permanent repairs this season (ideal last date for asphalt is September 30). That means we will have to undertake the work necessary to make these roads passable until spring of 2018, which will involve clean-up, demolition, fill and compaction, and a gravel surface, at a minimum. The cost estimate to complete temporary repairs is in the range of $150,000 to $175,000; this expenditure alone will constrain the City’s budget options.

In addition to the upcoming cost for temporary repairs, the City has already incurred approximately $130,000 in flood-related expenses as of the submission of this application. These costs will increase each day until the floodwaters recede, and will further hamstring the City’s budget options.

The cost estimate for permanent reconstruction of the Della View neighborhood roads is $977,311. This cost estimate is a worst-case-scenario estimate; it assumes full reconstruction of the affected roads and associated drainage systems, from barrow pit to barrow pit. Once the flood waters recede the City will conduct a damage assessment and prepare a bid package and refined cost estimate. If the estimated costs are less than currently anticipated, the City will submit a revised (lower) funding request to the Office of Emergency Management. A detailed spreadsheet of the current cost estimate is included as Attachment E.
## Attachment D - Road Condition Record

<table>
<thead>
<tr>
<th>Segment ID</th>
<th>Road Name</th>
<th>Current RSL</th>
<th>Last Rating Date</th>
<th>Length (ft)</th>
<th>Width (ft)</th>
<th>Treatment Date</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1887</td>
<td>Della Vista Dr</td>
<td>8</td>
<td>4/1/2014</td>
<td>431</td>
<td>24</td>
<td>4/20/2011</td>
<td>Crack FILL</td>
</tr>
<tr>
<td>1888</td>
<td>Della Vista Dr</td>
<td>10</td>
<td>4/1/2014</td>
<td>360</td>
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<td>Della Vista Dr</td>
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<td>4/1/2014</td>
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<td>24</td>
<td>4/20/2011</td>
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</tr>
<tr>
<td>2196</td>
<td>Red Elephant Dr</td>
<td>12</td>
<td>4/1/2014</td>
<td>685</td>
<td>24</td>
<td>4/20/2011</td>
<td>Crack FILL</td>
</tr>
<tr>
<td>2274</td>
<td>Triumph Dr</td>
<td>10</td>
<td>4/1/2014</td>
<td>531</td>
<td>24</td>
<td>4/20/2011</td>
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<td>2289</td>
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<td>4/1/2014</td>
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<td>24</td>
<td>4/20/2011</td>
<td>Crack FILL</td>
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<tr>
<td>2318</td>
<td>War Eagle Dr</td>
<td>10</td>
<td>4/1/2014</td>
<td>583</td>
<td>24</td>
<td>4/20/2011</td>
<td>Crack FILL</td>
</tr>
<tr>
<td>2319</td>
<td>War Eagle Dr</td>
<td>12</td>
<td>4/1/2014</td>
<td>494</td>
<td>24</td>
<td>4/20/2011</td>
<td>Crack FILL</td>
</tr>
</tbody>
</table>

Years of remaining service life of roadways, prior to flood damage.

The City of Hailey has maintained roads in a state of good repair; maintenance has not been deferred.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/2017 DEPARTMENT: Library DEPT. HEAD SIGNATURE: LeAnn Gelskey

SUBJECT

Grant application submitted by the library. \underline{\textit{Resolution 2017-061}}

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

BACKGROUND:

Summer Maker Camp Support application due date: Friday, June 9, 2017 by 5pm MST

Application for Summer Maker Camp Support is open to all no-for-profit and/or publicly-funded educational institutions who have signed up to be a Maker Camp affiliate this summer. Award winners are required to:

* Share videos, photos, comments on projects, experiences
* Provide feedback, comments, input about what works and what doesn't
* Share aggregate data on campers
* Complete and return any site or participant survey provided by STEM AC

Libraries selected to participate will be required to enter a MOU with the Idaho STEM Action Center.

This project is funded in part by the Library Services and Technology Act (LSTA) and the STEM Action Center. Application and information are included with this summary.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # 1004532216 (Library—Donations and Grants) YTD Line Item Balance $500.00 to purchase materials and supplies to support the Maker Camp activities

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2017-061, ratifying grant agreement with the Idaho STEM Action Center by participating in the Summer Maker Camp Support program as outlined in the grant proposal.

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2017-061

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH IDAHO STEM
ACTION CENTER GRANT TO PURCHASE MAKER CAMP SUPPLIES FOR THE
HAILEY LIBRARY.

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho STEM
Action Center will award $500 to the Hailey Library.

WHEREAS, the City of Hailey and Idaho STEM Action Center have agreed to the terms
and conditions of the Grant Agreement, copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the AGREEMENT between the
City of Hailey and Idaho STEM Action Center and that the Mayor is authorized to execute the
attached Agreement,

Passed this 20th day of June, 2017.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
Congratulations on being awarded the Maker Camp Grant. Attached to this email is a Grant Award Letter which outlines the requirements for this program. Please return the signed Grant letter via email to stephanie.lee@stem.idaho.gov as soon as possible, but no later than June 13, 2017, so that we are able to release your funds. Your funds will be direct deposited into your libraries account, please follow up with either your library financial officer to ensure funds from the Idaho STEM Action Center have been deposited 30 days after we have received your signed award letter. Please contact us if this does not occur.

For questions about the camp, please contact Erica Compton, erica.compton@stem.idaho.gov. If you have questions about the funding, please contact Stephanie Lee at stephanie.lee@stem.idaho.gov.

A list of materials and supplies that you can order to support the Maker Camp affiliate program will be emailed to you separately. Please stay tuned for that email from Erica.

Thank you,
Steph

Stephanie Lee
Idaho STEM Action Center
Office of the Governor
stephanie.lee@stem.idaho.gov

*LIKE* us on Facebook
https://www.facebook.com/IdahoSTEMAC/
Grant Award Agreement
Administered by the
Idaho STEM Action Center

This GRANT AWARD AGREEMENT (GAA) is made and entered into by the Idaho STEM Action Center, hereafter known as STEM AC, and Hailey Public Library, hereafter known as the PARTNER.

This Grant Award is made in reference to the following facts:

IN CONSIDERATION OF THE PROMISES STATED, THE PARTIES AGREE AS FOLLOWS:

I. STATEMENT OF PURPOSE:

This Grant Award is available for organizations officially registered to be a Maker Camp affiliate for the 2017 summer camp sessions. Funding will be used to purchase materials, tools, and supplies required to implement the Maker Camp activities.

To fulfill these goals, participating PARTNER will receive funds in the amount of $500.00.

The point of contact for the STEM AC will be Erica Compton, Grants Contractor, at (208) 332-1725, or erica.compton@stem.idaho.gov.

II. Grant Requirements:

A. DURING THIS PROJECT, EACH PARTNER AGREES TO:

- Identify a staff person as a point of contact.
- Utilize grant funds to purchase materials and supplies as outlined in the attached supplies list.
- Follow details of project as outlined in the Maker Camp affiliate program at http://makeramp.com/explore/host.
- Mention STEM AC support in any media coverage.
- Complete all expenditures of funds by August 1, 2017.
- Submit any participant surveys and a final report by November 17, 2017.

Please note that funding IS NOT available for:

- Salaries or stipends for educators or support staff

Please note: Failure to abide by or complete the terms of this agreement may impact the PARTNER's future eligibility in STEM Action Center funding opportunities.

B. DURING THIS PROJECT, THE STEM AC AGREES TO:
• Provide funding to PARTNER in the amount of $500.00 within one month of submitted Grant Award Agreement.

III. AMENDMENT

Amendment to this document may be made if the terms herein are found to be inaccurate, need to be modified for compliance purposes, or if it is deemed in the best interests of the parties of this GAA. This GAA may be amended through a mutual agreement of the parties. A written notification of any new terms must be signed by all parties.

PARTICIPATING PARTNER

Harley Public Library
Organization Name

7 W. Crow
Address

Hailey, ID 83333
City, State, Zip Code

Ms. Ann Gelskey
(Printed Name of Supervisor/Director)

[Signature]
(Signature of Supervisor/Director)

6.12.17
(Date Supervisor/Director signed)

IDAHO STEM ACTION CENTER

Idaho STEM Action Center
802 W. Bannock Street, Suite 701
Boise, Idaho 83720-0032

Angela Hemingway, Executive Director

(Date signed)
Contact Person
LeAnn Gelskey
(Printed Name of Contact Person)

(Signature of Contact Person)

6.12.17
(Date Contact Person signed)

7 W. Clay
Contact Person’s work address
Hailey ID 83333
City, State, Zip Code:

Gelskey@hailey-public-library.org
Contact Person’s email address:

208.788.2036
Contact Person’s phone number:
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/17  DEPARTMENT: HFD  DEPT. HEAD SIGNATURE: CA

SUBJECT: Idaho Firefighters license plate fund fire prevention education grant

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
This is a grant that we have received in the past for the purchasing of promotional items that I give out during fire prevention week.

We are asking for 1000.00 and matching about 400.00 for the materials.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
We are asking for 1000.00 and matching about 400.00 for the materials.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
□ City Administrator □ Library □ Benefits Committee
□ City Attorney □ Mayor □ Streets
□ City Clerk □ Planning □ Treasurer
□ Building □ Police □ Engineer □ Public Works, Parks □ Fire Dept. □ P & Z Commission

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Fire Chief recommends approving grant application

ACTION OF THE CITY COUNCIL:
Date:

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record Copies (all info.): Instrument #
*Additional/Exceptional Originals to: Copies (AIS only)
2017 Idaho Fire Fighter's License Plate Fund

Note: Please read ALL of the grant application instructions before completing this form in its entirety at www.idahofirechiefs.org/Grant-Info

Grant applications have been rejected for failure to follow the instructions.

Reminder: The legislation for this program states that grants must be used "exclusively for the fire safety education of firefighters, fire chiefs, and the general public."

Deadline for receipt of all application forms is Friday, June 23, 2017.

Please provide the following *Required information

Applicant First Name
Mike

Last Name
Biledge

Department/Organization
City of Hailey Fire Department

Address
617 S 3rd Ave

City
Hailey

State
Idaho

Zip Code
83333

Phone
208-788-3147

Email
Mike.biledge@haileycityhall.org

Submitter's Federal Tax ID/SSN
82-6000201

FDID#
13301

Approved, Agency Head (Name)
Craig Aberbach

Date
6/5/17

2017 Idaho Fire Fighter's License Plate Fund GRANT APPLICATION

1. I have read and agree to the terms of the Grant Information located online at www.idahofirechiefs.org/Grant-Info
   (Yes)
   (No) - Please come back later to complete this form

2. Please provide a brief description of project proposal with justification for how funds will be used "exclusively for fire education of firefighters, fire chiefs, and the general public"

   Dear [Committee Name],

   Over the past few years the City of Hailey Fire Department has benefited from the Fire Fighter License Plate Grant Program. We have been able to continue and even expand our public fire safety program. The funds we have received have been used to purchase promotional items for education classes and have helped keep our programs going.

   This year we are applying for $1000.00 to purchase Fire Safety pamphlets and promotional items for our 2014 Fire Prevention month. In the previous years the Hailey Fire department has participated in fire safety week in our local schools concentrating on the 3rd and 4th grade. In the

   http://surveygoldcloud.com/s/5A28A89E7A7D43BF/100.htm

6/9/2017
3.  Grant $ requested:

1000.00

4.  Does this grant request require Full (100%) FFLP funding:
  ○ Yes
  ○ No

5.  If not, please describe the matching funds you are contributing, amount and source:

My budget allows about 400.00 for the materials.

6.  Are you a past recipient of a FFLP grant?
  ○ Yes
  ○ No

7.  Year(s) and approximate award amount(s):

2015 - 1000.00  2014 - 800.00
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/2017 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MM/SC

SUBJECT: Motion to approve Resolution 2017-#### authorizing the Mayor to sign the Adopt A Park agreement with G&G Landscaping for maintenance and mowing at Balmoral Park during the 2017 park season.

AUTHORITY: ☐ ID Code _______ ☐ IAR _______ ☐ City Ordinance/Code HMC 12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
G&G Landscaping has adopted Balmoral Park since 2016, and wish to mow and maintain the park during the 2017 park season.

These landscape companies who adopt parks provide a valuable and generous service to the community through the Adopt a Park program. Their contribution is greatly appreciated.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve Resolution 2017-#### authorizing the Mayor to sign the Adopt A Park agreement with G&G Landscaping for maintenance and mowing at Balmoral Park during the 2017 park season.

ACTION OF THE CITY COUNCIL:
Date ____________________

City Clerk ____________________

FOLLOW-UP:
*Ord/Res./Agrml./Order Originals: Record *Additional/Exceptional Originals to:
Copies (all info.): ____________ Copies (A/S only) ____________
CITY OF HAILEY
RESOLUTION NO. 2017-062

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH G&G
LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM FOR BALMORAL
PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with G&G LANDSCAPING under which G&G LANDSCAPING will provide landscaping
maintenance of the grounds at Balmoral Park.

WHEREAS, the City of Hailey and G&G LANDSCAPING have agreed to the terms and
conditions of the Memorandum of Understanding, 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 Memorandum of
Understanding between the City of Hailey and G&G LANDSCAPING and that the Mayor is
authorized to execute the attached Agreement,

Passed this 20th day of June, 2017.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

G&G Landscaping and Snow Removal and the CITY OF HAILEY

Adopt a Park Program for Balmoral Park

This Memorandum of Understanding (MOU) is entered into by G&G Landscaping and Snow Removal (G&G) and the City of Hailey (City) this 19th day of May, 2017.

RECITALS

• The City is the owner of several city parks, including Balmoral Park, and has established a maintenance program for various city parks (Adopt a Park Program).

• G&G is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Balmoral Park.

• Subject to the terms and conditions of this MOU, the City and G&G wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of G&G.

DUTIES AND RESPONSIBILITIES

G&G shall:

• Mow and trim once a week on Mondays.

• Blow out the sprinkler system at the end of the irrigation season before October 15, under city oversight.

• Apply a fertilizer at least twice a year as needed, using chemicals and products provided by the City of Hailey.
• Notify City of Hailey two weeks in advance of intent to fertilize.

• Post notices (signs) provided by City of Hailey of intent to apply fertilizer prior to application.

• Close area to the public prior to treating with fertilizer.

• Oversee the health of the vegetation of Balmoral Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to

   **Stephanie Cook 788-9830 ext. 31, stephanie_cook@haileycityhall.org**.

• Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.

• Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

**City shall:**

• Maintain all playground equipment and buildings.

• Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on odd numbered calendar days.

• Prune trees when needed.

• Empty all garbage and dog pots, and clean bathrooms.

• Give prior notices of organized park activities to **Jose Guerrero 720-9781, guerreroslandscaping@yahoo.com**.

• Inspect the park after each major event for damage caused by the event.

• Provide fertilizer to G&G for application at agreed upon times.

• Provide notices and MSDS information to G&G to be posted at treated site.

• Provide a 2' x 3' foot sign at the entrance to the park with the G&G logo, Silver Leaf Adopter status, and contact information.
• Run a one-time ¼ page thank you ad in the Mountain Express with logo (all adopters in one ad); include the same ad in the City newsletter.

• Publish one City newsletter article (all adopters in one article).

• Publish logo listing in City newsletter and on City website May through October.

• Publish logo listing in Adopt a Park Program guide.

• Provide two no-fee park reservations for SVS company events.

G&G and the City shall:

• Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.

• Inform each other of significant maintenance developments and public events in the maintained area.

• Cooperate on joint projects and additional activities when possible.

  A. G&G shall perform labor for agreed upon cooperative projects at a $55/hour rate, and provide an invoice to City for such costs.

  B. City shall provide supplies and materials to agreed upon projects.

  C. City shall produce a purchase order for supplies and materials.

G&G and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

______________________________
G&G Landscaping and Snow Removal

______________________________
Mayor, City of Hailey

Date
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 6/20/2017 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: MM

SUBJECT: Motion to approve bid package and commencement of project bidding of Pathways for People, Croy St. and 2nd Ave. improvements

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

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The final draft of the bid package for the Croy St. and 2nd Ave. bike routes has been completed and the project will be advertised for bidding on June 21 and 28, and July 5, with bids due on July 12. Staff has reviewed the final design drawings and contract documents. The city attorney has also reviewed the contract documents. The final design layout drawings and contract documents are attached. The entire bid package is available for review in the public works department. Minor technical corrections and refinements will occur in the plan set prior to June 21; the project layout shown in the attached drawings will not change.

The current bid package will request a base bid, bid option number 1 and bid option number 2. The base bid includes all Croy St. improvements, except thermoplastic pavement markings, which will be installed by the Hailey Street Division. Bid option number 1 includes all of 2nd Ave., as discussed up to this point and included in the final design drawings. Bid option number 2 consists of minor sidewalk extensions on Croy at 3rd Ave. and 4th Ave., and replacement of the public sidewalks adjacent to the Baptist Church.

If the City receives a low bid that is within the project budget (either base bid alone, or base bid plus bid option 1, or base bid plus bid options 1 and 2), a notice of award, agreement and notice to proceed will all be included in the July 24 council meeting packet, with contingencies for each document. This approach is needed due to schedule constraints. Construction could commence on approximately August 7 and be complete by mid-October, following this proposed timeline.

If the City does not receive any bids that are within the project budget, staff may recommend rejecting all bids and re-bidding the project next winter.

Staff requests approval of the bid package and commencement of project bidding.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve bid package and commencement of project bidding of Pathways for People, Croy St. and 2nd Ave. improvements

ACTION OF THE CITY COUNCIL:
Date: __________

City Clerk __________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: __________________________
CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Hailey Pathways for People

CITY OF HAILEY, IDAHO
115 S. MAIN ST
HAILEY, IDAHO 83333

JUNE, 2017

Prepared by:

Alta Planning + Design

ORIGINAL SIGNED BY THOMAS J. NATWICK
DATE ORIGINAL SIGNED: 6/16/17

ORIGINAL ON FILE AT OFFICE OF
ALTA PLANNING + DESIGN (DENVER, CO)
BID SET

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INVITATION TO BID

RECEIPT OF BIDS: Sealed or electronic bids for the construction of the Hailey Pathways For People project addressed to 'City of Hailey' will be received until 3:00 PM, Local Time, on Friday, July 12, 2017, and then publicly opened and read aloud in the City Hall Council Chambers.

OBTAINING CONTRACT DOCUMENTS: The CONTRACT DOCUMENTS, PLANS, AND SPECIFICATIONS may be obtained from the following locations:

City of Hailey
Public Works Department
115 S. Main St.
Hailey, ID 83333
(208) 788-9830, ext. 20

The Contract Documents, Plans, and Specifications may also be obtained on the City of Hailey's website at: www.haileycityhall.org

DESCRIPTION OF WORK: The proposed project consists of the following:

Base Bid - CROY STREET – Main Street to Wood River Trail

The Base Bid consists of installation of curb and gutter, sidewalk, concrete medians, a bicycle ramp, ADA curb ramps, paint-based striping, signing, asphalt patching, asphalt extensions, gravel repair, and drainage along Croy Street between Main St and the Wood River Trail.

Bid Option 1 - 2ND AVENUE – Elm Street to Myrtle Street

Bid Option 1 consists of all signing, paint-based striping, and an ADA corner improvement along 2nd Ave between Elm St and Myrtle St.

Bid Option 2 – CROY STREET

Bid Option 2 includes sidewalk extensions and ADA ramps at the south side of Croy & 3rd Ave and the south side of Croy and 4th Ave. Improvements adjacent to the Community Baptist Church site are also included and entail replacing the existing sidewalk, extending new sidewalk to a new striped crosswalk.

The bid proposals will be evaluated for contract award based on the Base Bid plus the Bid Options. If the Base Bid plus Bid Option 1 and Bid Option 2 is in excess of available construction funding, the bid proposals will be re-evaluated for contract award based on the Base Bid plus Bid Option 1 only. If the Base Bid plus Bid Option 1 is in excess of available construction funding, the bid proposals will be re-evaluated for contract award based on only the Base Bid.

OPTIONAL PRE-BID CONFERENCE: All interested parties may attend an optional pre-bid conference, at their expense. The pre-bid conference will be held onsite at the intersection of Croy St and Main St on June 27, 2017 at 1:00 p.m. Failure to attend the optional pre-bid conference shall not relieve the bidder of meeting the requirements of this invitation to Bid.

BID SECURITY: A BID must be submitted on the prescribed form and shall be accompanied by Bid Security in the form of a certified cashier's check, or a corporate bid bond payable to the City of Hailey Idaho, in the amount of five percent (5%) of the total bid amount. The successful BIDDER will be required to provide Performance and Payment Bonds, each in the amount of not less than one-hundred percent (100%) of the contract price.

OTHER REQUIREMENTS: BIDDERS and their subcontractors shall provide proof of a Public Works Contractors License for the State of Idaho in effect at the time of BID submittal. BIDDERS will submit a list of all Subcontractors with their BID. All Subcontractors shall also provide proof of a Public Works Contractor’s License for the State of Idaho in effect at the time of BID submittal. The attention of BIDDERS is directed to the applicable local, state, and federal requirements regarding conditions of employment to be observed.
PROJECT ADMINISTRATION: All questions regarding this project prior to the opening of bids shall be directed to the PUBLIC WORKS COORDINATOR: Tracy Anderson, (208) 788-8830, ext. 20, tracy.anderson@haileycityhall.org. No interpretations of the specifications will be made by telephone, nor will any "substitutions" of products be considered for approval prior to the award of the contract. Any objections to the contents or terms of the Specifications shall be raised (5) days prior to bid opening or it shall be deemed to have been waived.

The City of Hailey reserves the right to waive any informalities or reject any or all bids, if in the best interest of the City of Hailey.

END OF SECTION
INSTRUCTION TO BIDDERS

1 DEFINITIONS
1.01 Terms used in these "Instructions to Bidders" which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to BIDDER have the meanings indicated below, which meanings are applicable to both the singular and plural thereof.

1.01.1 Issuing Office – the office from which the Contract Documents are to be issued and where the bidding procedures are to be administered.

1.01.2 Plan Holder – An entity having received, or purchased a complete set of Bid Documents.

2 DESCRIPTION OF WORK
2.01 The proposed project consists of the following:

Base Bid - CROY STREET – Main Street to Wood River Trail

The Base Bid consists of installation of curb and gutter, sidewalk, concrete medians, a bicycle ramp, ADA curb ramps, paint-based striping, signing, asphalt patching, asphalt extensions, gravel repair, and drainage along Croy Street between Main St and the Wood River Trail.

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3 BID SUBMITTAL
3.01 Two methods of delivery will be accepted electronic or hardcopy

3.01.1 For electronic delivery: The bid shall be emailed to Tracy Anderson at tracy.anderson@haileycityhall.org in PDF format. Electronic bids shall be submitted in one single PDF file with the file name "HaileyPathwaysForPeople_[contractor name].07122017.pdf." The subject line of the bid submission email shall be "BID ATTACHED: Hailey Pathways For People – [contractor name]."

3.01.2 For hardcopies delivery: The bid shall be sealed and addressed to the City of Hailey and mailed to City Clerk, 115 Main Street, South, Suite H, Hailey, Idaho, 83333. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Bid for," followed by the Project title and the date and hour of opening of bids.

3.02 Sealed or electronic bids for the construction of the HAILEY PATHWAYS FOR PEOPLE project addressed to "City of Hailey" will be received until 3:00 PM, Local Time, on Wednesday, July 12, 2017, and then publicly opened and read aloud at Hailey City Hall Council Chambers (115 Main Street South, Suite H, Hailey, Idaho, 83333).

3.03 All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.
4 COPIES OF BIDDING DOCUMENTS

4.01 Bidding Documents may be obtained as indicated in the "Invitation to Bid." The OWNER shall provide to BIDDERS prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

4.02 Complete sets of Bidding Documents must be used in preparing Bids. The OWNER and ENGINEER assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.03 The OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work, and do not confer a license or grant for any other use.

4.04 Contract Documents will be distributed by electronic file sharing, regular mail, express parcel carrier, e-mail, facsimile, or other means as deemed appropriate.

4.05 Parties ordering Contract Document must include company name, U.S. mailing address, express parcel carrier address, telephone number, and facsimile number for timely receipt of Bidding Documents and Addenda.

5 QUALIFICATION OF BIDDERS

5.01 To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit such information as called for below and evidence of BIDDER's qualification to do business in the state where the Project is located or covenant to provide such qualification within five calendar days of bid opening.

6 SPECIFICATION FORMAT DIFFERENCES

6.01 Specification sections may have different formats. The BIDDER shall make no special interpretation, or inference of intent from any different formats of different Specification sections.
7 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

7.01 BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID PROPOSAL by examination of the site and a review of the drawings and specifications including any ADDENDA.

7.02 The quantities shown in the BID PROPOSAL are estimated quantities and are given solely for the purpose of facilitating the comparison of Proposals. The OWNER shall not be held responsible if the stated quantities are not accurately estimated.

7.03 All computations of the Contractor's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities. After BIDS have been submitted, the BIDDER shall not assert a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

7.04 Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the Bidding Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID PROPOSAL.

7.05 Each BIDDER shall consider federal, state, and local laws and regulations that may affect the material cost, labor cost, progress, performance or furnishing of the Work.

7.06 Each BIDDER shall promptly notify the OWNER'S PROJECT MANAGER of all conflicts, errors, ambiguities or discrepancies which the BIDDER has discovered in the Bidding Documents and such other related documents.

7.07 Information and data shown or indicated in the Bidding Documents with respect to existing underground facilities at, or contiguous to the site is based upon information and data furnished to the OWNER and ENGINEER by owners of such underground facilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy of the completeness thereof, unless expressly provided otherwise.

7.08 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in the General Conditions.

7.09 The submission of a BID PROPOSAL will constitute an incontrovertible representation by the BIDDER that the BIDDER has complied with every requirement of the Bidding Documents; that without exception the BID PROPOSAL is premised upon performing and furnishing the Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents; that the BIDDER has given the OWNER'S PROJECT MANAGER written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Bidding Documents and the written resolutions thereof by the OWNER'S PROJECT MANAGER is acceptable to the BIDDER, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work and for preparing the BID PROPOSAL.
8 INTERPRETATIONS AND ADDENDA
8.01 All questions regarding the meaning or intent of the Bidding Documents are to be directed to the OWNER PROJECT MANAGER. Interpretations or clarifications considered necessary by the OWNER PROJECT MANAGER in response to such questions will be issued by addenda mailed or delivered to all parties recorded by the OWNER'S PROJECT MANAGER as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
8.02 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER.

9 BID SECURITY
9.01 Each BID must be accompanied by a BID SECURITY made payable to the OWNER for five percent (5%) of the BIDDER'S total Bid Price. The Bid Security can be in the form of a certified cashier's check or a Bid Bond issued by a surety meeting the requirements of the General Conditions.
9.02 The BID SECURITY of the Successful Bidder will be retained until the Contract Documents have been fully executed, and returned to the Successful Bidder with his copy of the fully executed Contract Documents.
9.03 The BID SECURITY of such other BIDDERS will not be returned until the execution of the Agreement by the OWNER or until the rejection of all bids by the OWNER.
9.04 If the successful BIDDER fails to sign and return the Agreement with the time period specified in EXECUTION OF THE AGREEMENT, the OWNER may annul the award and the Bid Security of that BIDDER shall be forfeited.

10 CONTRACT TIMES
10.01 Contract Times are set forth in the Agreement.

11 LIQUIDATED DAMAGES
11.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

12 SUBSTITUTE AND "OR-EQUAL" ITEMS
12.01 The Contract, if awarded, will be based on the materials and equipment shown in the Bidding Documents, or specified in the Specifications without consideration of possible substitute or "or-equal" items. A substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor, if approved by the ENGINEER. Application for such acceptance will not be considered by the ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the ENGINEER is set forth in the GENERAL CONDITIONS.
13 SUBCONTRACTORS, SUPPLIERS, AND OTHERS
13.01 The Bid Form shall list all subcontractors for plumbing, heating and air conditioning work, and electrical work required for the project and the Bidders shall comply with Idaho Code § 67-2310.

14 BID FORM
14.01 The Bid Form is included with the Bidding Documents. Additional copies of this form may be obtained from the OWNER PROJECT MANAGER. No substitution of forms will be allowed.
14.02 All blanks on the Bid Form should be completed by typing or printing in blue or black ink. All Price information shall be provided in figures where required. No changes to the form will be allowed.
14.03 Bids by corporations shall be executed in the corporate name by the president, or a vice-president, or other corporate officer accompanied by evidence of authority to sign, and the corporate seal must be affixed and attested by the secretary, or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
14.04 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official partnership address shall be shown below the signature.
14.05 All names shall be typed or printed in blue or black ink below the signature line.
14.06 The Bid shall contain an acknowledgement of receipt of all Addenda (the number must be filled in on the Bid Form).
14.07 The address and telephone number for communications regarding the Bid shall be shown.
14.08 Evidence of authority to conduct business as an out-of-state corporation in the State of Idaho shall be provided.
14.09 A Public Works Contractors License in the State of Idaho is required for this work at the time of execution of the Agreement.
14.10 BIDS shall be priced on a lump sum or unit price basis as described in the specifications and provided for in the Bid Form.
14.11 The bid price shall include such amounts as the BIDDER deems appropriate for all applicable taxes, overhead, and profit on account of cash allowances named in the Contract Documents, as provided in the GENERAL CONDITIONS.
15 ADDENDA
15.01 The OWNER'S PROJECT MANGER will transmit to all Plan Holders such Addenda as the OWNER and ENGINEER consider necessary. Oral statements in response to questions shall not be relied upon and shall not be binding or legally effective.

16 PRE-BID CONFERENCE
16.01 Where a Pre-bid Conference is deemed appropriate, times and locations are noted in Invitation to Bid. Representatives of OWNER and ENGINEER will be present to discuss the Project. BIDDERS are encouraged to attend and participate in the conference. The OWNER'S PROJECT MANAGER will transmit to all Plan Holders such Addenda as the OWNER and ENGINEER considers necessary in response to questions arising at the conference. Oral statements shall not be relied upon and shall not be binding or legally effective.

17 BID SUBMITTAL
17.01 Faxed copies of Bid shall be considered non-responsive.
17.02 Submit Bid no later than the time prescribed, at the place prescribed, and in a manner set forth herein.
   17.02.1 Enclose Bid in an opaque, sealed envelope, marked with the project title and name and address of the BIDDER and accompanied by the Bid Security and other required documents.
   17.02.2 If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the envelope.
   17.02.3 Bids submitted via email shall be submitted on one pdf file with the file name "HaileyPathwaysForPeople_[contractor name]_06282017.pdf". The subject line of the emailed bid submission shall be "BID ATTACHED: Hailey Pathways For People – [contractor name]".
17.03 Only the Bid Form and attachments indicated herein are required to be included with Bid.
17.04 Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the OWNER determines any BIDDER appears to have interest in more than one Bid for the work contemplated, the OWNER may reject all Bids in which such BIDDER is interested.

18 MODIFICATION AND WITHDRAWAL OF BID
18.01 A Bid may be modified or withdrawn by an appropriate document, duly executed in a manner that a Bid must be executed, and delivered to the place where Bids are to be submitted at any time prior to the Bid Opening.
18.02 If, before the scheduled closing time for receipt of Bids, any BIDDER files a duly signed written notice to the OWNER, and promptly thereafter demonstrates to the reasonable satisfaction of the OWNER, that there was a material and substantial mistake in the preparation of the Bid, that BIDDER may withdraw its Bid and the Bid Security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the project Work to be provided as directed by the Contract Documents.
18.03 No BIDDER may withdraw a Bid after the date and time set in the notice for opening of bids.
19 OPENING OF BIDS
19.01 Bids will be opened and, unless obviously non-responsive, read aloud publicly at the place where BIDS are submitted. A summary of the Bids will be made available to BIDDERS within seven day after the Bid Opening.
19.02 Any Bid received after the time and date specified shall not be considered.
19.03 A conditional or qualified Bid will not be accepted.

20 BIDS TO REMAIN SUBJECT TO ACCEPTANCE
20.01 All Bids shall remain subject to acceptance by the OWNER for the period of time noted in the Bid Form, but the OWNER may release any Bid and return the Bid Security prior to that date.

21 EVALUATION OF BIDS – BASIS OF AWARD – AWARD OF CONTRACT
21.01 Prior to issuing a Notice-of-Award, the OWNER will evaluate the Bids, considering whether the Bids comply with the prescribed requirements and whether the best interest of the OWNER is to award the Contract.
21.02 The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.
21.03 The OWNER may waive any informalities or minor defects not involving Bid Price, time, or Changes in the Work. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
21.04 The OWNER reserves the right to reject any and all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any BIDDER the OWNER believes not in the best interest of the Project to make an Award to that BIDDER, whether the Bid is non-responsive or the BIDDER fails to meet any other pertinent criteria or standard established by the OWNER.
21.05 A Bid will be rejected if:
21.05.1 The authorized Bid Form furnished is not used, or is altered.
21.05.2 The completed Bid Form contains any unauthorized additions, deletions, bid options, or conditions.
21.05.3 The BIDDER adds provisions to the effect of reserving the right to reject or accept the award.
21.05.4 The Bid Form is not property executed.
21.05.5 The proposed subcontractors and work responsibilities are not listed as part of the Bid.
21.05.6 The Bid Security is not provided.
21.05.7 Receipt of Addenda is not acknowledged.
21.06 A Bid may be rejected if:

21.06.1 A member of a joint venture and the joint venture submits bids for the same project. In such an instance, both Bids may be rejected.

21.06.2 Bid FORM entries are not clear and legible, and made in ink.

21.07 If, at the time this Contract is to be awarded, the total Price of the lowest acceptable BIDDER exceeds the funds then estimated as available by the OWNER, the OWNER may reject all Bids, or take other such action as best serves the interest of the OWNER. The bid proposals will be evaluated for contract award based on the Base Bid plus the Bid Options. If the Base Bid plus Bid Option 1 and Bid Option 2 is in excess of available construction funding, the bid proposals will be re-evaluated for contract award based on the Base Bid plus Bid Option 1 only. If the Base Bid plus Bid Option 1 is in excess of available construction funding, the bid proposals will be re-evaluated for contract award based on only the Base Bid.

21.08 If, and only if, the OWNER determines the Contract is to be awarded:

21.08.1 The Owner will issue a Notice-of-Award within 30 calendar days after the BID OPENING.

21.08.2 The Contract will be awarded to the lowest, responsive BIDDER whose evaluation by the OWNER indicates to the OWNER that award of the Contract will be in the best interests of the OWNER. The BIDDER will be designated the Successful Bidder.

21.08.3 The Notice-of-Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

21.08.4 In the event of failure of the Successful Bidder to sign the Agreement and provide acceptable Performance and Payment Bond(s), insurance certificate(s), and other required documents within the specified time, the OWNER may withdraw the designation of Successful Bidder and may award the Contract to the next lowest, responsive BIDDER, who would then be designated the Successful Bidder.

21.08.5 Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the Successful Bidder.

22 CONTRACT SECURITY

22.01 The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the Successful Bidder. When the Successful Bidder delivers the executed Agreement to the OWNER, such Performance Bond and Payment Bond, each in the amount of one-hundred percent (100%) of the Contract Price, with a corporate surety approved by the OWNER, must accompany the Agreement for the faithful performance of the contract. Attorneys-in-fact who sign Performance Bonds, or Payment Bonds must file with each Bond a certified and effective dated copy of their power-of-attorney.
23 EXECUTION OF THE AGREEMENT

23.01 When the OWNER gives a Notice-of-Award to the Successful BIDDER, the notice will accompanied by two unsigned copies of the Agreement. Within ten (10) calendar days after receipt, the Successful BIDDER shall sign and return all two copies of the Agreement to the OWNER. These signed copies of the Agreement shall be accompanied by two copies of each attachment (e.g. BONDS) stipulated by the Agreement.

23.02 The OWNER, within ten (10) days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Successful Bidder to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the Successful Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

23.03 The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER, or concurrently with the execution of the Agreement by the OWNER. The NOTICE TO PROCEED shall direct the Successful Bidder to start work. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and Successful Bidder. If the NOTICE TO PROCEED has not been issued within the sixty (60) day period, or within the period mutually agreed upon, the Successful Bidder may terminate the Agreement without further liability on the part of either party.

23.04 The Successful Bidder shall provide a detailed construction schedule when requested to do so by the OWNER, and shall attend weekly construction progress meetings with the OWNER and their representatives. The Successful Bidder shall make every effort to accommodate the access needs of the OWNER during the construction of the Project. The OWNER shall make every effort to accommodate the inconvenience created by construction of the Project. Accommodation of the OWNER access to the PROJECT site shall be coordinated with the OWNER’S PROJECT MANAGER.

23.05 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout as if written therein in full. The Successful Bidder shall comply with all applicable ordinances of the City of Hailey, particularly noise ordinances, hours of operations, and any other ordinances which regulate construction activity within the City of Hailey.

24 RETAINAGE

24.01 Retainage provisions are set forth in the Agreement.

25 OTHER REQUIREMENTS

25.01 The project shall comply with the following Presidential Executive Orders:

25.01.1 Contractor’s Compliance Statement regarding equal employment opportunity.

25.01.2 Certification regarding debarment, suspension and other responsibility matters.

END OF SECTION
NOTE TO BIDDER: Use BLACK or BLUE in for completing this BID FORM

To: City of Hailey

115 S. Main St, South
Suite H

Address: Hailey, Idaho 83333

Project Identification: Hailey Pathways for People (Contract Identification No. _____)

1 BIDDER'S DECLARATION AND UNDERSTANDING

1.01 BIDDER accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid Security. The Bid will remain subject to acceptance for 30 calendar days after the Bid Opening, or for such longer period of time that the BIDDER may agree to in writing upon request of the OWNER.

1.02 In compliance with the Instruction to Bidders, the BIDDER hereby proposes to perform all Work for the construction of HAILEY PATHWAYS FOR PEOPLE project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. The Bid Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bid Prices shall also include all applicable taxes, overhead, profit, and fees.

1.03 By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

1.04 The BIDDER acknowledges that no special interpretation or inference of intent is to be given to any different formats of different Specifications sections.

1.05 In submitting this Bid, the BIDDER acknowledges and accepts the CONTRACTOR'S representations as more fully set forth in the Agreement.

1.06 The BIDDER understands that quantities listed are approximate and the OWNER reserves the right to increase or decrease individual items as may be, in his sole judgment, to his best interest depending upon conditions encountered or observed during the execution of the Work.

1.07 In addition to this Bid Form, the BIDDER agrees that the following shall form part of this Bid:

1.07.1 BID SECURITY
1.07.2 BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES
1.07.3 LISTING OF SUBCONTRACTORS

1.08 BIDDER accepts the terms and conditions of the Bidding Documents.

2 CONTRACT EXECUTION AND BONDS

2.01 The BIDDER understands and agrees that if a contract is awarded, OWNER may elect to modify the scope of Work as best serves the interests of OWNER.

2.02 The undersigned BIDDER agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Bidding Documents, to perform and furnish Work as specified or indicated in the Bidding documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.
3 ADDENDA

3.01 BIDDER acknowledges receipt of the following ADDENDUM No's:...

(BIDDER shall insert number of Addendum received) and agrees that Addenda issued are hereby made part of the Contract Documents, and BIDDER further agrees that this BID includes impacts resulting from said Addenda.

4 BID SCHEDULES

4.01 The BIDDER hereby acknowledges that the bid prices are based solely on the BIDDER's own estimate of costs, and includes all applicable taxes, overhead, and profit.

Respectfully submitted by:

(Business Name)

(Type of Bidder: Individual, Partnership, Corporation, Joint Venture)

(State of incorporation)

By: (Name and Signature of Person Authorized to Sign)

For a Joint Venture, each Joint Venture must sign

(Title)

PUBLIC WORKS LICENSE NO.: ____________________________

(Corporate Seal)

Name, telephone number, and address for receipt of official communications and for additional information on this Bid:

Name: _________________________________________________

Title: _________________________________________________

Tel. No.: _______________________________________________

Address: ______________________________________________

DATE SUBMITTED: ________________________________
BID BOND

BY THESE PRESENT, that we, the undersigned, _________________________________
                                                                                       as Principal, and
                                                                                       _________________________________ as Surety, are hereby held and
firmly bound unto CITY OF HAILEY as OWNER in the penal sum of _________________________________ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this __________ day of __________________________, 2017.

The Conditions of the above obligation is such that whereas the Principal has submitted to the CITY OF HAILEY certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the Work associated with HAILEY PATHWAYS FOR PEOPLE 2017 project.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereeto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL (If Bid is by a corporation)

By: _________________________________ Attest: _________________________________
     (Signature)

Title: _________________________________

By: _________________________________ Witness: _________________________________
     (Signature)  (Signature)

IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
1. **CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

1.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.

1.02 Estimated quantities are not guaranteed. All computations of the CONTRACTOR's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.

1.03 Each item to be bid shall be completely filled in by the Contractor.

## HAILEY PATHWAYS FOR PEOPLE
### BASE BID SCHEDULE

<table>
<thead>
<tr>
<th>No.</th>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
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## HAILEY PATHWAYS FOR PEOPLE - BASE BID SCHEDULE

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**TOTAL BID AMOUNT**
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<td>TON</td>
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<td>10</td>
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<td>JOB</td>
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<td>11</td>
<td>1005.4.1.C.1</td>
<td>INLET PROTECTION</td>
<td>EA</td>
<td>2</td>
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<td>12</td>
<td>1104.4.1.A.1</td>
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<td>13</td>
<td>1105.4.1.A.1</td>
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<td>14</td>
<td>1105.4.1.C.1</td>
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<td>EA</td>
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<td>15</td>
<td>1105.4.1.D.1</td>
<td>ANCHOR ASSEMBLY (FOR STEEL POST)</td>
<td>EA</td>
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<td>16</td>
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<td>MOBILIZATION</td>
<td>JOB</td>
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<tr>
<td>17</td>
<td>SS-2</td>
<td>REMOVAL OF PAVEMENT MARKINGS</td>
<td>SF</td>
<td>8027</td>
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<td>18</td>
<td>SS-3</td>
<td>CONSTRUCTION TRAFFIC CONTROL</td>
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<td>19</td>
<td>SS-9</td>
<td>MINOR REGRADING AND SEEDING OR SOD</td>
<td>JOB</td>
<td>1</td>
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<tr>
<td>20</td>
<td>SS-10</td>
<td>SWPPP PREPARATION AND STORM WATER MANAGEMENT</td>
<td>JOB</td>
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<td>21</td>
<td>SS-11</td>
<td>CONSTRUCTION SURVEY</td>
<td>JOB</td>
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</table>

**TOTAL BID OPTION 1 AMOUNT**
## HAILEY PATHWAYS FOR PEOPLE - BID OPTION 2 SCHEDULE

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<thead>
<tr>
<th>No.</th>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit Price</th>
<th>Bid Amount</th>
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<td>IMPROVEMENTS ADJACENT CHURCH</td>
<td>LS</td>
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</table>

**TOTAL BID OPTION 2 AMOUNT**
1. The BIDDER shall submit with the Bid Form a list of names of subcontracting firms or businesses that will be awarded subcontracts for portions of the Work as specified in Section 13 of the "Instructions to Bidders."

2. The Subcontractors list shall be completed and shall include the following information:

2.01 Subcontractors, listing each subcontractor whose subcontract amount is more than ten percent (10%) of the Contract Price with whom the BIDDER, if awarded the Contract, will subcontract for performance.

2.02 The categories of work those subcontractors will perform on the Contract.

2.03 The subcontractors that will be performing Instrumentation, Mechanical, HVAC, Plumbing, and Electrical work.

3. A BID PROPOSAL will be considered non-responsive and will be rejected if the BIDDER does not correctly complete the Listing of Subcontractors contained herein, and include this list with the BID FORM.

4. List of Subcontractors to be used:

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Work</th>
<th>Subcontract Amount</th>
<th>% of Contract Price</th>
<th>PW License #</th>
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</tbody>
</table>
NOTICE OF AWARD AND ACCEPTANCE BY CONTRACTOR

TO:                  CONTRACTOR: 
ADDRESS: 

FROM:                OWNER:   CITY OF HAILEY, IDAHO  
PROJECT:             HAILEY PATHWAYS FOR PEOPLE

The OWNER has considered the Bid Proposal submitted by you for the project noted above in response to its Invitation to Bidders dated ________________________, 2017.

You are hereby notified that your Bid Proposal has been accepted for items according to the BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES for the following segments of work:

BASE BID - CROY ST IMPROVEMENTS

in the amount of:

BID OPTION 1 - 2ND AVE IMPROVEMENTS

in the amount of:

BID OPTION 2

in the amount of:

You are required by the "Instructions to Bidders" to execute the Agreement and furnish the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) calendar days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid Proposal as abandoned and award the Work covered by your Bid Proposal to another Bidder, or to re-advertise the Work or dispose thereof, as the OWNER may see fit and is entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this __________day of ________________ , 2017.

CITY OF HAILEY

By: ____________________________________________

Title: __________________________________________
ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this __________ day of ________________, 2017 by: ________________________________

(Contractor)

By: ________________________________

Title: ________________________________

This Agreement, made this ________________________________ day of ________________________________, 2017, by and between the City of Hailey, Idaho, hereinafter called "OWNER" and ________________________________, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of HAILEY PATHWAYS FOR PEOPLE.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Work described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents upon NOTICE-TO-PROCEED, likely on or about AUGUST 4, 2017, and the following segments must be substantially complete by SEPTEMBER 29, 2017:
   - Base Bid - Croy St - All improvements
   - Bid Option 1 - 2nd Ave - Elm St to Croy St
The following segments must be substantially complete by OCTOBER 6, 2017:
   - Bid Option 1 - 2nd Ave - Croy St to Myrtle St
   - Bid Option 2 – All Improvements
   - unless the period for completion is extended otherwise by the Contract Documents.
4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein in the lump amount not to exceed:

   as shown in the BID PROPOSAL-SCHEDULE OF ITEMS AND PRICES.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
   - 5.01 INSTRUCTIONS TO BIDDERS
   - 5.02 BID
   - 5.03 BID BOND
   - 5.04 BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES
   - 5.05 LISTING OF SUBCONTRACTORS
   - 5.06 NOTICE OF AWARD & ACCEPTANCE BY CONTRACTOR
   - 5.07 AGREEMENT
   - 5.08 PAYMENT BOND
   - 5.09 PERFORMANCE BOND
   - 5.10 NOTICE TO PROCEED & ACCEPTANCE BY CONTRACTOR
   - 5.11 STANDARD FORMS
   - 5.12 GENERAL CONDITIONS
   - 5.13 SUPPLEMENTAL CONDITIONS
   - 5.14 CONSTRUCTION DRAWINGS dated: ____________
   - 5.15 STANDARD SPECIFICATIONS
   - 5.16 SUPPLEMENTARY SPECIFICATIONS dated: ____________
6. Retainage. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five percent (5%) retainage will be held from each payment. Upon Substantial Completion and at the OWNER’s sole discretion, the amount of retainage may be reduced. The amount of Substantial Completion payment to CONTRACTOR will be reduced by such amounts as ENGINEER shall determine in accordance with Paragraph 14.02(D) of the General Conditions and less two-hundred percent (200%) of the ENGINEER’s estimate of the value of work to be completed and/or corrected as shown on the tentative list of items to be completed and/or corrected attached to the Certificate of Substantial Completion.

7. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred and no/100 dollars ($100.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Fifty and no/100 dollars ($50.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.

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

9. The Engineer for the project described herein is Alta Planning + Design.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF HAILEY, IDAHO

BY:

Title:

(SEAL)

ATTEST:

Name ________________________________ (Type or Print)

Title:

HAILEY PATHWAYS FOR PEOPLE
JUNE, 2017

AGREEMENT - 2
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_________________________________________

a ____________________________, hereinafter called Principal, and

_________________________________________

hereinafter called Surety, are held and firmly bound unto

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

dollar ($__________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the ______ day of ______________________, 2017,
a copy of which is hereto attached and made a part hereof for the construction of:

HAILEY PATHWAYS FOR PEOPLE.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the WORK to
be performed there under or the SPECIFICATIONS accompanying the same shall in any way
affect its obligation on this BOND, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of the contract or to the WORK or to the
SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall
be deemed an original, this ______ day of ______________________, 2017.
PAYMENT BOND

ATTEST:

(Principal) Secretary

(SEAL) By ______________________ (s)

(Address)

Witness as to Principal

(Address)

(Surety) Secretary

(Seal)

Witness as to Surety Attorney-in-Fact

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 670 as amended) and be authorized to transact business in the State where the PROJECT is located.
KNOW ALL MEN BY THESE PRESENTS: that

a ____________________________ , hereinafter called Principal, and

________________________________________

hereinafter called Surety, are held and firmly bound unto

City of Hailey, Idaho
115 S Main St
Hailey, Idaho 83333

hereinafter called OWNER, in the penal sum of ____________________________ Dollars ($ ____________________________ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ______ day of ____________________________ , 2017, a copy of which is hereto attached and made a part hereof for the construction of:

HAILEY PATHWAYS FOR PEOPLE.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof of which may be granted by the OWNER, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this ______ day of ____________________________ , 2017.
PERFORMANCE BOND

ATTEST:

(Principal) Secretary

(SEAL)

By ________________________ (s)

(Address)

Witness as to Principal

(Address)

(Surety) Secretary

(Seal)

Witness as to Surety

(Address)

Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.
This page intentionally left blank
as a placeholder for certificate of insurance from Contractor
NOTICE TO PROCEED AND ACCEPTANCE BY CONTRACTOR

TO: CONTRACTOR: ______________________________________

ADDRESS: ____________________________________________

FROM: OWNER: CITY OF HAILEY, IDAHO

PROJECT: HAILEY PATHWAYS FOR PEOPLE

CONTRACT NO.: _______________________________________

CONTRACT AMOUNT: $ __________________________________

You are hereby notified to commence the work required by the Contract Documents, in accordance with the Agreement, on __________________, and the following segments must be substantially complete by __________________:

Base Bid - Croy Street - All improvements
Bid Option 1 - 2nd Ave - Elm St to Croy St

The following segments must be substantially complete by __________________:

Bid Option 1 - 2nd Ave - Croy St to Myrtle St
Bid Option 2 - All improvements

unless the period for completion is extended otherwise by the Contract Documents.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this ______ day of _______ , 2017.

CITY OF HAILEY

By: _____________________________________________

Title: ____________________________________________

_________________________________________________

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this ______ day of ___________________ , 2017 by: __________________________________________

(Contractor)

By: _____________________________________________

Title: ____________________________________________
CONTRACTOR'S APPLICATION FOR PAYMENT

To (Owner):  CITY OF HAILEY
From (Contractor):  HAILEY PATHWAYS FOR PEOPLE
Project:  HAILEY PATHWAYS FOR PEOPLE
Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.:  

APPLICATION FOR PAYMENT

Change Order Summary

<table>
<thead>
<tr>
<th>Number</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
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<tbody>
<tr>
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1. ORIGINAL CONTRACT PRICE $  
2. Net change by Change Orders $  
3. CURRENT CONTRACT PRICE (Line 1+Line 2) $  
4. TOTAL COMPLETED AND STORED TO DATE (Progress Estimate) $  
5. RETAINAGE:  
a. ___% x $ ___ Work Completed $  
b. ___% x $ ___ Store Material $  
c. Total Retainage (Line 5a + Line 5b) $  
6. AMOUNT ELIGIBLE TO DATE (Line 4-LINE 5c) $  
7. LESS PREV. PAYMENTS (Line 6 from prior Appl.) $  
8. AMOUNT DUE THIS APPLICATION $  
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 7 - Line 8 + Line 5c) $  

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest or encumbrances); and, (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: $  
(Line 9, or other explanation)

Is recommend by:  
(Engineer)  
(Date)

Payment of: $  
(Line 8, or other explanation)

Is approved by:  
(Owner)  
(Date)

By:  
Date:  

Approved by:  
Funding Agency (if applicable)  
(Date)

HAILEY PATHWAYS FOR PEOPLE  
JUNE, 2017  
PAYMENT APPLICATION -1

--63--
FIELD ORDER

In accordance with the General Conditions of this Contract, the CONTRACTOR is directed to make changes noted in this Field Order. However, if in the opinion of the CONTRACTOR, this work constitutes a change in Contract Price or Contract Time according to the General Conditions, the CONTRACTOR shall not accept this Field Order, but shall prepare a Change Order Request based on the work defined herein.

Project: HAILEY PATHWAYS FOR PEOPLE DATED: ____________

Owner: CITY OF HAILEY, IDAHO

Address: 115 S. Main St.

HAILEY, IDAHO 83333

Contractor: __________________________

Contract for: __________________________

Engineer: __________________________

Owner: __________________________

You are directed to proceed promptly with the following change(s):

Attachments (list documents supporting change):

RECOMMENDED BY: __________________________

(ENGINEER)

If this Field Order is acceptable to CONTRACTOR as presented, acknowledge accordingly by signing below:

ACCEPTED BY: __________________________

(CONTRACTOR)

If this Field Order is acceptable to OWNER as presented, acknowledge accordingly by signing below:

ACCEPTED BY: __________________________

(OWNER)
CHANGE ORDER NO.

Date of Issuance: ____________________________ Effective Date: ____________________________

Project: HAULEY PATHWAYS FOR PEOPLE Owner: City of Hailey
Contract: ___________________________________________ Date of Contract: ____________________________

Contractor: ___________________________________________ Engineer's Project No. ____________________________

The Contract Documents are modified as follows upon execution of this Change Order:

Description: ____________________________________________________________

Attachments: (List documents supporting change):

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

CHANGE IN CONTRACT PRICE:

Original Contract Price: $ ____________________________ Substantial completion (days or date): ____________________________

$ ____________________________ Ready for final payment (days or date): ____________________________

[Increase] [Decrease] from previously approved Change Orders

Original Contract Times: □ Working days □ Calendar days

Orders No. to No. No. __________ to No. __________:

Substantial completion (days): ____________________________

$ ____________________________ Ready for final payment (days): ____________________________

Contract Price prior to this Change Order:

Substantial completion (days or date): ____________________________

$ ____________________________ Ready for final payment (days or date): ____________________________

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): ____________________________

$ ____________________________ Ready for final payment (days or date): ____________________________

Contract Price incorporating this Change Order:

Substantial completion (days or date): ____________________________

$ ____________________________ Ready for final payment (days or date): ____________________________

RECOMMENDED: ____________________________________________________________

ACCEPTED: ____________________________________________________________

By: ____________________________ By: ____________________________ By: ____________________________
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: ____________________________ Date: ____________________________ Date: ____________________________

Approved by Funding Agency (if applicable): ____________________________ Date: ____________________________

HAULEY PATHWAYS FOR PEOPLE
JUNE, 2017

CHANGE ORDER - 1
Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Price or Contract Time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.
This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Time. This is not a CHANGE ORDER, but only a directive to proceed with Work that may be included in a subsequent CHANGE ORDER. For supplement instructions and minor changes not involving a change in the Contract Price or the Contract Time, a FIELD ORDER may be used. The ENGINEER initiates this form, including a description of the items involved and attachments. Once the Work covered by this directive is completed or final cost and time determined, the Contractor should submit documentation for inclusion in a CHANGE ORDER.

THIS IS A WORK DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIME. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

Project: HAILEY PATHWAYS FOR PEOPLE
Owner: CITY OF HAILEY, IDAHO
Address: 115 S. MAIN ST
HAILEY, IDAHO 83333
 Contractor: 
Contract for: 
Engineer: 

You are directed to proceed promptly with the following change(s):
Description:

Purpose of this Work Directive:

Attachment (list documents supporting change):

If a claim is made that the above change(s) have affected the Contract Price or Contract Time, any claim for a CHANGE ORDER based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price: 
- Time and Materials
- Unit Prices
- Cost plus fixed fee
- Other

Estimated increase/decrease in Contract Price: 
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Time: 
- Contractor’s Records
- Engineer’s Records
- Other

Estimated increase/decrease in Contract Time: $ 
If the change involves an increase, the estimated time is not to be exceeded without further authorization.

RECOMMENDED BY: ________________________________ (ENGINEER)

If this Field Order is acceptable to CONTRATOR as presented, acknowledge accordingly by signing below:

ACCEPTED BY: ________________________________ (CONTRACTOR)

If this Field Order is acceptable to OWNER as presented, acknowledge accordingly by signing below:

ACCEPTED BY: ________________________________ (OWNER)
WAIVER OF LIENS

FOR VALUABLE CONSIDERATION, the sufficiency of receipt of which is acknowledged, the undersigned acknowledges payment in full, including all approved change orders for which of has received payment, but excluding pending change order requests, or otherwise provided below and waives and releases any and all liens or claims or right and other rights afforded by law to protect unpaid subcontractors, laborers, and suppliers of machinery tools, equipment, materials, supplies, services and other items used in construction against the project known as located at and against the OWNER.

THIS RELEASE is effective for all labor, tools equipment, supplies, services and the like furnished up to and including the ___________________________ day of ___________________________, 2017 (excluding retainage withheld, if any) in the amount of $ ___________________________.

THIS RELEASE and the representations made above are made with the intent that the Project Owner or any other party who or whose property might be liable for any claims of the undersigned party may rely on the language of this instrument.

EXECUTED THIS __________ day of ___________________________ , 2017.

STATE OF ___________________________

COUNTY OF ___________________________

COMPANY NAME ___________________________

BY ___________________________

PRINTED NAME ___________________________

TITLE ___________________________

On this ___________________________ day of ___________________________ , 2017, personally appeared before me, a Notary Public, in and for said County and State, known to me to be the person(s) described within. The person(s) described within executed the foregoing instrument, and duly acknowledged to me that s/he (they) executed the same, freely and voluntarily, for the uses and purposes therein mentioned.

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

______________________________
NOTARY PUBLIC
CERTIFICATE OF SUBSTANTIAL COMPLETION

<table>
<thead>
<tr>
<th>Project:</th>
<th>Owner:</th>
<th>Owner's Contract No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract:</td>
<td>Date of Contract:</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td>Engineer's Project No.:</td>
<td></td>
</tr>
</tbody>
</table>

This (tentative) (definitive) Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Date of Substantial Completion

This Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and have found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Document, except as stated below.

A (tentative) (revised tentative), (definitive) list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents, except as amended as follows:

Amended Responsibilities: Not Amended:

Owner's Amended Responsibilities:

________________________________________________________________________

Contractor's Amended Responsibilities:

________________________________________________________________________

The following documents are attached to, and made part of this Certificate:

________________________________________________________________________

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor’s obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Executed by Contractor

Date

Accepted by Owner

Date

HALEY PATHWAYS FOR PEOPLE

JUNE, 2017

SUBSTANTIAL COMPLETION - 1
GENERAL CONDITIONS
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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ASCE American Society of Civil Engineers

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Professional Engineers in Private Practice

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE
These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. Agreement—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. Bidder—The individual or entity who submits a Bid directly to Owner.


8. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. Change Order—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. **Contract Price**—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.05 in the case of Unit Price Work).

14. **Contract Times**—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.

15. **Contractor**—The individual or entity with whom Owner has entered into the Agreement.

16. **Cost of the Work**—See Paragraph 11.01 for definition.

17. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. **Effective Date of the Agreement**—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. **Engineer**—The individual or entity named as such in the Agreement.

20. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. **General Requirements**—Sections of Division 1 of the Specifications.

22. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. **Hazardous Waste**—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. **Liens**—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. **Milestone**—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. **Notice of Award**—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. **Notice to Proceed**—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. PCBs—Polychlorinated biphenyls.

31. Petroleum—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. Radioactive Material—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. Resident Project Representative—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. **Successful Bidder**—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. **Supplementary Conditions**—That part of the Contract Documents which amends or supplements these General Conditions.

47. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. **Unit Price Work**—Work to be paid for on the basis of unit prices.

50. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. **Work Change Directive**—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

### 1.02 Terminology

**A.** The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

**B.** Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of
the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
   a. does not conform to the Contract Documents; or
   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
   c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
B. **Evidence of Insurance**: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 **Copies of Documents**

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 **Commencement of Contract Terms; Notice to Proceed**

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 **Starting the Work**

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 **Before Starting Construction**

A. **Preliminary Schedules**: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 **Preconstruction Conference; Designation of Authorized Representatives**

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference, Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the
GENERAL CONDITIONS

Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor’s full responsibility therefor.

2. Contractor’s Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor’s Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or
Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. Contractor’s Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. Contractor’s Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
1. A Field Order;

2. Engineer’s approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer’s written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier shall not:

   1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

   2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01.1 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
GENERAL CONDITIONS

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.15.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer’s Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
   1. reviewing and checking all such information and data;
   2. locating all Underground Facilities shown or indicated in the Contract Documents;
   3. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
   4. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof, and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer’s judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
GENERAL CONDITIONS

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special
conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor’s obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it
ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 15.07; and

6. include completed operations coverage:
   a. Such insurance shall remain in effect for two years after final payment.
   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
5.05 Owner’s Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner’s option, may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder’s Risk “all-risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to
each other loss payee to whom a certificate of insurance has been issued and will contain
waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance
specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others
in the Work to the extent of any deductible amounts that are identified in the Supplementary
Conditions. The risk of loss within such identified deductible amount will be borne by
Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes
property insurance coverage within the limits of such amounts, each may purchase and
maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property
insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such
insurance, and the cost thereof will be charged to Contractor by appropriate Change Order.
Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor
whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will
protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities
identified in the Supplementary Conditions as loss payees (and the officers, directors, members,
partners, employees, agents, consultants, and subcontractors of each and any of them) in such
policies and will provide primary coverage for all losses and damages caused by the perils or
causes of loss covered thereby. All such policies shall contain provisions to the effect that in the
event of payment of any loss or damage the insurers will have no rights of recovery against any
of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each
other and their respective officers, directors, members, partners, employees, agents, consultants
and subcontractors of each and any of them for all losses and damages caused by, arising out of
or resulting from any of the perils or causes of loss covered by such policies and any other
property insurance applicable to the Work; and, in addition, waive all such rights against
Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary
Conditions as loss payees (and the officers, directors, members, partners, employees, agents,
consultants, and subcontractors of each and any of them) under such policies for losses and
damages so caused. None of the above waivers shall extend to the rights that any party making
such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise
payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers,
directors, members, partners, employees, agents, consultants and subcontractors of each and
any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond
direct physical loss or damage to Owner’s property or the Work caused by, arising out of, or
resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting
from fire or other insured peril or cause of loss covered by any property insurance maintained
on the completed Project or part thereof by Owner during partial utilization pursuant to
Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final
payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss
referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment
of any such loss, damage, or consequential loss, the insurers will have no rights of recovery
against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner’s exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR’S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the
means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
6.05 **Substitutes and “Or-Equals”**

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. **“Or-Equality” Items:** If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equality” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. **in the exercise of reasonable judgment Engineer determines that:**
      
      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      
      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
      
      3) it has a proven record of performance and availability of responsive service.

   b. **Contractor certifies that, if approved and incorporated into the Work:**
      
      4) there will be no increase in cost to the Owner or increase in Contract Times; and
      
      5) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. **Substitute Items:**

   a. **If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.**

   b. **Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.**

   c. **The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.**
d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:
   a) perform adequately the functions and achieve the results called for by the general design,
   b) be similar in substance to that specified, and
   c) be suited to the same use as that specified;

2) will state:
   a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
   b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
   c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:
   a) all variations of the proposed substitute item from that specified, and
   b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer’s Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantees: Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
E. **Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 **Concerning Subcontractors, Suppliers, and Others**

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

3. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

4. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and sub-subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of
opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor’s responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor’s performance of the Work.
B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons, or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings:

   a. Submit number of copies specified in the General Requirements.

   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide
and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

   a. Submit number of Samples specified in the Specifications.

   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer’s review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   d. determined and verified all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer’s Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer’s review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer’s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer’s review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer’s review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor’s General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor’s warranty and guarantee.

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 **Indemnification**

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer’s officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 **Delegation of Professional Design Services**

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly
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licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and
proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

3. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

4. the specific matters to be covered by such authority and responsibility will be itemized; and

5. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor’s wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.
8.05 Lands and Easements; Reports and Tests

A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner’s Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents.

8.12 Compliance with Safety Program

A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 Owner’s Representative

A. The Owner’s Project Manager and Engineer will be Owner’s representatives during the construction period. The duties and responsibilities and the limitations of authority of the Owner’s Project Manager and Engineer as Owner’s representatives during construction are set forth in the Contract Documents.
9.02 **Visits to Site**

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 **Project Representative**

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereof of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 **Authorized Variations in Work**

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 **Rejecting Defective Work**

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.
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9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
GENERAL CONDITIONS

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer’s review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency, as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE

WORK 11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the
Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediter, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances:

1. Contractor agrees that:

   a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes, and

   b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
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C. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.05); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. Contractor’s Fee: The Contractor’s fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor’s fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor’s fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor’s fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor’s fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.
12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s safety procedures and programs so that they may comply therewith as applicable.
13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor’s expense unless Contractor has given Engineer timely notice of Contractor’s intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer’s observation and replaced at Contractor’s expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer’s request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the
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Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a
Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in
the Contract Price or an extension of the Contract Times, or both, directly attributable to such
uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the
parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim
therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable
materials or equipment, or fails to perform the Work in such a way that the completed Work
will conform to the Contract Documents, Owner may order Contractor to stop the Work, or
any portion thereof, until the cause for such order has been eliminated; however, this right of
Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this
right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or
entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether
or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer,
remove it from the Project and replace it with Work that is not defective. Contractor shall pay
all claims, costs, losses, and damages (including but not limited to all fees and charges of
engineers, architects, attorneys, and other professionals and all court or arbitration or other
dispute resolution costs) arising out of or relating to such correction or removal (including but
not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07,
Contractor shall take no action that would void or otherwise impair Owner's special warranty
and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as
may be prescribed by the terms of any applicable special guarantee required by the Contract
Documents) or by any specific provision of the Contract Documents, any Work is found to be
defective, or if the repair of any damages to the land or areas made available for Contractor's
use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is
found to be defective, Contractor shall promptly, without cost to Owner and in accordance
with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace
   it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the
   work of others or other land or areas resulting therefrom.
B. If Contractor does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor’s obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer’s recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner’s evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer’s recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, take possession of Contractor’s tools, appliances, and construction equipment and machinery at the Site, and incorporate in the Work all materials
equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warrants that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:
GENERAL CONDITIONS

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in
GENERAL CONDITIONS

Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.
14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which the Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or
receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer’s observation of the Work during construction and final inspection, and Engineer’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor’s other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor’s final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor’s continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor’s repeated disregard of the authority of Engineer; or


B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor’s tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its
failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph
10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this Paragraph.

**ARTICLE 16 – DISPUTE RESOLUTION**

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

**ARTICLE 17 – MISCELLANEOUS**

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any
way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.
SUPPLEMENTARY CONDITIONS
These Supplementary Conditions amend and supplement General Conditions (GC) and other provisions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

**GC-1.01.A.29**  
*Renumber paragraph 1.01.A.29 Owner of the Standard General Conditions to 1.01.A.29a Owner and add a new paragraph immediately following paragraph 1.01.A.29a as follows:*

1.01.A.29b Owner's Project Manager: The individual or entity named as such in the Agreement.

**GC-1.01.A.42**  
*Renumber paragraph 1.01.A.41 Site of the Standard General Conditions to 1.01.A.41a Site and add a new paragraph immediately following paragraph 1.41a as follows:*

1.01.A.41b Specialist: The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where Specifications require installation by a Specialist, that term shall also by deemed to mean either the manufacturer of the item, a person, a partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

**GC-2.02.A**  
*Delete paragraph 2.02.A of the Standard General Conditions and replace with the following paragraph 2.02A:*

A. Owner shall furnish to Contractor up to five (5) printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

**GC-3.03.C**  
*Add the following paragraph to Article 3 - Contract Documents of the Standard General Conditions:*

3.03 C. Precedence of Documents:

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. AGREEMENT  
B. SUPPLEMENTARY CONDITIONS  
C. INSTRUCTIONS TO BIDDERS  
D. STANDARD GENERAL CONDITIONS  
E. SUPPLEMENTARY SPECIFICATIONS  
F. SPECIFICATIONS  
G. DRAWINGS  
H. INVITATION TO BID
Figure dimensions on DRAWINGS shall take precedence over scaled dimensions.

Detailed DRAWINGS shall take precedence over more general DRAWINGS.

GC-4.03 Insert the following to paragraph 4.03.A Notice of the Standard General Conditions: immediately after the word “promptly” insert “, and within 24 hours,”

GC-5.04.A.4 Replace item 5.04.A.4 of the Standard General Conditions in its entirety with the following:

4. Claims for damages insured by customary personal injury liability coverage which are sustained:

a. by any person as a result of a claim directly or indirectly related to the employment of such person by CONTRACTOR, or
b. by any other person for any other reason;

GC-5.04.B.1 Delete paragraph 5.04.B.1 of the Standard General Conditions and replace with the following paragraph 5.04.B.1:

1. with respect to insurance required by Paragraphs 5.04.A.2 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, Owner’s Project Manager, Engineer and Engineer’s Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

GC-5.04.B.8 Add the following at the end with paragraph 5.04.B of the Standard General Conditions:

7. Contain a provision or endorsement that the coverages and limits afforded will apply exclusively to claims which may arise out of or result from CONTRACTOR’s performance and furnishing of the Work and CONTRACTOR’s other obligations under the Contract Documents, whether it is performed or furnished by CONTRACTOR, Subcontractor, Supplier or by anyone directly or indirectly employed by any of them to perform or furnished any of the Work, or by anyone for whose acts any of them may be liable.

GC-5.04 Add the following at the end of paragraph 5.04:

The limits of liability for the insurance required by paragraph 5.04 Contractor’s Liability Insurance of the Standard General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.
Worker’s compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR’s employees as provided in paragraphs 5.04.A and 5.04.B of the Standard General Conditions:

- State: Statutory.
- Federal (if any applicable): Statutory
- Employer’s Liability or “Stop-Gap”: $1,000,000

Contractor’s Liability Insurance under paragraphs 5.04.A and 5.04.B of the Standard General Conditions shall provide the following minimum limits and conditions:

- General Aggregate $2,000,000.
- Products-Completed Operations Aggregate $1,000,000.
- Personal Accident Injury (per person/organization with employment exclusion deleted) $1,000,000.
- Each Occurrence (bodily injury and property damage) $1,000,000.
- Fire Damage (any one fire) $1,000,000.
- Medical Expenses (any one person) $5,000.

Property Damage liability insurance shall not include the explosion, collapse, and underground exclusions and shall provide broad form property damage coverage.

Automobile Liability under paragraph 5.04.A.6 of the Standard General Conditions shall provide for the following for owned, non-owned, rented, or hired vehicles:

- Combined Single Limit (bodily injury and property damage) $1,000,000

GC-5.06 Replace paragraph 5.06 Property Insurance of the Standard General Conditions, in its entirety, with the following:

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the interests of OWNER, OWNER’S PROJECT MANAGER, CONTRACTOR, Subcontractors, ENGINEER, and Engineer’s Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder’s Risk, special peril, or risk of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other such perils as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of the OWNER’S PROJECT MANAGER, ENGINEER, Engineer’s Consultants, Consultants, and specialists);
4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application Payment recommended by ENGINEER; and

5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of 5.08 Receipt and Application of Insurance Proceeds and 5.10 Partial Utilization, Acknowledgment of Property Insurer.

GC 5.07.C Delete paragraph 5.07.C of the Standard General Conditions in its entirety.

GC-5.10.B Add the following to paragraph 5.10 Partial Utilization, Acknowledgment of Property Insurer of the Standard General Conditions:

B. The property insurance shall contain no partial occupancy restriction for utilization of the Project by the OWNER for the purpose intended.

GC-6.01.B Add the following sentence to the end of paragraph 6.01.B of the Standard General Conditions:

If during the performance of the Work, the OWNER or OWNER'S PROJECT MANAGER determines that the CONTRACTOR has provided an incompetent resident superintendent, the OWNER shall notify the CONTRACTOR in writing, and the CONTRACTOR shall replace said resident superintendent within ten days with a competent resident superintendent.

GC-6.02.B After the first sentence in paragraph 6.02.B of the Standard General Conditions, insert the following sentence:

Regular working hours consist of up to 10 working hours within an 11+1/2 hour period between 7:30 a.m. and 7:00 p.m.

GC-6.11.A.3 Delete paragraph 6.11.A.3 of the Standard General Conditions and replace with the following paragraph 6.11.A.3:

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance or lack of performance of the Work.

GC-6.11.A.4 Add the following at the end of paragraph 6.11.A of the Standard General Conditions:

4. CONTRACTOR shall not enter upon nor use property not under OWNER control until appropriate easements have been executed and a copy is on file with the OWNER'S PROJECT MANAGER.
GC-6.17.E.2 Add the following at the end of paragraph 6.17.E Resubmittal Procedures of the Standard General Conditions:

2. OWNER'S PROJECT MANAGER will record time required by ENGINEER or Engineer's Consultants for submittal review occasioned by CONTRACTOR's resubmissions, in excess of one resubmission, of a required submittal, caused by unverified, unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming submittals. Upon receipt of Engineer's accounting of time and costs, CONTRACTOR will reimburse OWNER for charges of OWNER'S PROJECT MANAGER, ENGINEER or Engineer's Consultants review for excessive resubmissions through setoffs from the recommended OWNER payments to CONTRACTOR as established in paragraph 14.03.D.1.C of the Supplementary Conditions.

GC-6.20.A Replace paragraph 6.20.A of the Standard General Conditions, in its entirety, with the following:

A. To the fullest extent permitted by Law or Regulation, the CONTRACTOR shall indemnify, hold harmless, and defend the OWNER and its agents, architects, ENGINEER, Consultants, officers, agents, servants, employees, and each of them (hereinafter individually and collectively, the "Indemnitees") from and against any and all liability, claims, damages, injury of any kind or nature whatsoever (including death) and cost of defense to any person or property (including, without limitation, claims for injury to or death to any employee of CONTRACTOR, Subcontractor or Supplier) which result from, arise out of, or occur in connection with the execution of the Work, whether or not such claims are based upon actual or alleged active or passive negligence or wrongdoing of any Indemnities, except that the CONTRACTOR shall not be required to indemnify an Indemnitees against a claim or loss that is the result of the Indemnitee's sole negligence or willful misconduct. CONTRACTOR shall indemnify all Indemnities from and against all loss, cost, expense, liability, damage or injury, including legal fees, that Indemnities may directly or indirectly sustain suffer or incur as a result thereof, and the CONTRACTOR agrees to and does hereby assume on behalf of Indemnities the defense of any action at law or in equity which may be brought against Indemnities by reason of such claim, and will pay on behalf of Indemnities, upon their demand, the amount of any judgment that may be entered against Indemnites or any of them in any such action. In the event that any such claims, loss, costs, expense, liability, damage or injury arise or are made, asserted or threatened against an Indemnitees for which the insurer of CONTRACTOR does not admit coverage, or if the OWNER deems such coverage to be inadequate, the OWNER shall have the right to withhold from any payments due or to become due to the CONTRACTOR an amount sufficient to protect Indemnites from such claims, loss costs, expense, liability, damage or injury, including legal fees. The CONTRACTOR will require any and all subcontracts and supplier to conform with the provisions or this clause prior to commencing any work and agrees to insure this clause in conformity with Article 6. Bonds and Insurance, herein.
GC-6.20.C.,D.,E. & F. Add the following after paragraph 6.20.C of the Standard General Conditions:

D. For suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses caused by or resulting from the concurrent negligence of the OWNER and the ENGINEER, or the OWNER's or ENGINEER's agents or employees, and the CONTRACTOR or the CONTRACTOR's agents or employees, in situations where liability for damages arises from claims of bodily injury to persons or damage to property, the preceding indemnity provision shall be valid and enforceable only to extent of the CONTRACTOR's negligence.

E. CONTRACTOR acknowledges that by entering into a contract with OWNER, CONTRACTOR has mutually negotiated the above indemnity provision with the OWNER.

F. CONTRACTOR's indemnity and defense obligations shall survive the termination or completion of the Work and remain in full force and effect until satisfied in full.

GC-7.01.B Delete the last sentence in paragraph 7.01.B of the Standard General Conditions.

GC-7.01.D Add the following to paragraph 7.01 Related Work at Site of the Standard General Conditions as follows:

D. Other work anticipated to be performed at the site by others, prior to, during, and in sequence with the scheduled performance of the Work under these Contract Documents is described in Section 01 31 00 - COORDINATION AND SEQUENCING.

GC-7.03 Delete paragraph 7.03 of the Standard General Conditions and replace it with the following new paragraph 7.03:

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Contractor shall be liable to Owner for the reasonable direct delay and disruption costs incurred as a result of Contractor's wrongful action or inactions.

GC-8.02.B Add the following to paragraph 8.02 Replacement of Engineer of the Standard General Conditions:

B. In such an event, work on the project shall temporarily cease until a new ENGINEER is appointed and on-site.

GC-9.03.B.,C., D. & E. Add the following to paragraph 9.03 Project Representative of the Standard General Conditions:

B. The Resident Project Representative (RPR) for the Project will be furnished by the ENGINEER.
C. The responsibilities and authority of the Resident Project Representative, assistants and other field staff are limited to those of ENGINEER in paragraph 9.09 Limitations on Engineer’s Authority and Responsibilities of the Standard General Conditions and to those delegated to the RPR by the ENGINEER’s project manager.

D. The RPR will be prohibited from:
1. Undertaking any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR’s superintendent; or
2. Accept Submittals from anyone other than CONTRACTOR.
3. Exceeding the authority delegated by the ENGINEER’s project manager.

E. The following are examples of responsibilities and authority typically delegated to the RPR:
1. Schedules: Review and monitor the Progress Schedule, Schedule of Submittals and Schedule of Values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Conduct or attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.
3. Liaison:
   a. serve as ENGINEER’s liaison with CONTRACTOR, working principally through CONTRACTOR’s superintendent and assist in understanding the intent of the Contract Documents;
   b. assist ENGINEER in serving as OWNER’s liaison with CONTRACTOR when CONTRACTOR’s operations affect Owner’s onsite operations;
   c. obtain from OWNER and CONTRACTOR additional details or information when required for proper execution of the Work.
4. Submittals:
   a. receive Submittals at the site, from CONTRACTOR.
   b. advise ENGINEER and CONTRACTOR of the commencement of any Submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of defective Work, Inspection and Tests:
   a. conduct onsite observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents;
   b. inform ENGINEER and CONTRACTOR when whenever RPR believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made
   c. advise ENGINEER and CONTRACTOR whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval
   d. monitor that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof
   e. observe, record and report to ENGINEER appropriate details relative to the test procedures and startups
   f. accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Records:
   a. maintain at the site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, Engineer's written clarifications and interpretations, progress reports, and other Project related documents;
   b. keep a diary or log book recording pertinent site conditions, activities, decision and events.

7. Payment Requests: Review applications for payment with CONTRACTOR.

8. Certificates, Maintenance, and Operation Manuals, Record Documents, and Site Records: During the course of the Work, monitor that these documents and other data required to be assembled, maintained, and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

9. Substantial Completion:
   a. conduct an inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a list of items to be completed or corrected;
   b. submit to ENGINEER a list of observed items requiring completion or correction.

10. Completion:
    a. conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR;
    b. notify CONTRACTOR and ENGINEER in writing of all particulars in which this inspection reveals that Work is incomplete or defective;
    c. observe that all items on final list have been completed, corrected, or accepted by OWNER and make recommendations to ENGINEER concerning acceptance.

GC-9.11 Add the following paragraph at the end of Article 9 - ENGINEER'S STATUS DURING CONSTRUCTION of the Standard General Conditions:

9.11 Clarifications and Interpretations

A. OWNER, OWNER’S PROJECT MANAGER, or CONTRACTOR may submit to the ENGINEER, written requests for clarifications and interpretations of the Contract Documents per the Request for Clarification/Interpretation (RFI) form and process. ENGINEER may also initiate an RFI.

B. In response, ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine are:
   d. necessary and consistent with the intent of the Contract Documents.
   e. can be reasonably inferred from the Contract Documents.

C. Such clarifications and interpretations shall be binding on OWNER and CONTRACTOR.

D. If OWNER, OWNER'S PROJECT MANAGER, CONTRACTOR, or ENGINEER assert that an RFI response should result in an adjustment to Contract Price or Contract Times, the party making this assertion shall prepare and submit a written request to modify the Contract per the Contract Modification Request (CMR) form and process.

GC-10.03.A In the first sentence or paragraph 10.03.A of the Standard General Conditions, delete the word "shall" and insert the word "may" in its place.
GC-10.05.B Delete paragraph 10.05.B of the Standard General Conditions and replace it with the following new paragraph 10.05.B:

B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Failure to submit a Claim within the thirty day period shall constitute a waiver of the relief sought by the claimant. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant’s written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant’s last submittal (unless Engineer allows additional time).

GC-10.05.E Delete paragraph 10.05.E of the Standard General Conditions and replace it with the following new paragraph 10.05.E:

E. Engineer’s written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial. Failure to invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial shall constitute a waiver of the relief sought by the claimant.

GC-11.01.D Add a sentence to the end of paragraph 11.01.D Documentation: of the Standard General Conditions as follows:

Supporting data shall include but not be limited to daily submissions of timesheets indicating hours and trades worked, equipment and time equipment was employed, and materials expended.

GC-11.03.D Replace paragraph 11.03.D of the Standard General Conditions in its entirety the following:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the total cost of a particular item of Unit Price Work amounts to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

2. If there is no corresponding adjustment with respect to any other item of Work.

3. If the CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

GC-12.03.B Delete paragraph 12.03.B of the Standard General Conditions and replace it with the following new paragraph 12.03.B:
B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

**GC-12.03.D** Delete paragraph 12.03.D of the Standard General Conditions and replace it with the following new paragraph 12.03.D:

D. As a result of any delay defined by this paragraph 12.03, Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

**GC-13.03.D** Add the following at the end of paragraph 13.03.D of the Standard General Conditions:

See paragraphs 13.03.G and 13.03.H.

**GC-13.03.G., & H.** Add the following new paragraphs immediately after paragraph 13.03.F of the Standard General Conditions:

G. Tests required by Contract Documents to be performed by an independent laboratory for CONTRACTOR shall be made by a laboratory licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, meet following applicable requirements.

1. "Recommended Requirements for independent Laboratory Qualification," published by the American Council of Independent Laboratories.

2. Basic requirements of ASTM E329, "Standard General of Recommended Practice for Inspection and Testing agencies for Concrete and Steel as Used in Construction" as applicable.

3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

H. The CONTRACTOR shall establish an inspection program and a testing plan acceptable to the OWNER'S PROJECT MANAGER and ENGINEER, and shall maintain complete inspection and testing records available to the OWNER'S PROJECT MANAGER and ENGINEER.

**GC-14.02.A.1** In the first sentence of paragraph 14.02.A.1 of the Standard General Conditions, after the phrase "At least 20 days before" delete the phrase "the date established in the Agreement for".

**GC-14.02.C.1** In paragraph 14.02.C.1 of the Standard General Conditions, delete the word “Ten” and insert the word “Twenty-five” in its place.
GC-14.02.D.1. **Replace** paragraph 14.02.D.1.c of the Standard General Conditions, in its entirety, with the following:

c. items entitling OWNER to retain setoffs from the amount recommended including but not limited to:

1) OWNER compensation to the OWNER'S PROJECT MANAGER and ENGINEER at an estimated average rate of $100 per each extra personnel hour for labor plus expenses because of the following CONTRACTOR-caused events:
   - Retesting defective Work;
   - Return visits to manufacturing facilities for shop testing or retesting;
   - Shop Drawing review in excess of two reviews by the ENGINEER for substantially the same submittal;
   - Evaluation and implementation of CONTRACTOR-proposed substitutes or "or equal" items of equipment and in making changes to Contract Documents occasioned thereby;

2) liability for liquidated damages incurred by CONTRACTOR as set forth in the Agreement.

GC-14.07.A.2.e **Add** the following new paragraphs immediately after paragraph 14.07.A.2.d

e. final acceptance letter from the OWNER, accompanied by a letter from the ENGINEER stating that the project has been constructed in accordance with the Contract Documents and is ready for use by OWNER.

GC-14.09.A.1 In paragraph 14.09.A.1 of the Standard General Conditions, **delete** the word "appearing" and **insert** the word "discovered" in its place.

GC-15.04.A In the first sentence of paragraph 15.04.A of the Standard General Conditions, and after the words "OWNER fails for", **delete** the number "30" and **insert** the number "60".

GC-15.04.B In the first sentence of paragraph 15.04.B of the Standard General Conditions, and after the words "OWNER has failed for", **delete** the number "30" and **insert** the number "60".

GC-17.07 **Amend** paragraph 17.07 to the Standard General Conditions as follows:

17.07 **Soverability.** If any provision of portion of the Contract Documents is held unconstitutional, invalid or otherwise unenforceable the rest of the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

In such an event, the Owner reserves the right at it sole option to declare the Contract void and to enter into negotiations with Contractor for a new Contract.

**Add** new paragraphs 17.08 and 17.09 of the Standard General Conditions, as follows:
17.08 *Attorney Fees.* In the event of any dispute with regard to the interpretation or enforcement of the Contract Documents, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, in any arbitration and on any appeals, and in any bankruptcy proceeding.

17.09 *Legal Relationships.* The Parties do not intend to create through the Contract Documents any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. In addition, the Contract Documents are not intended to create any intended third party beneficiary rights.

END OF SUPPLEMENTARY CONDITIONS
STANDARD SPECIFICATIONS
A. **GENERAL**

1. All work performed under this contract shall be completed in strict accordance with these STANDARD SPECIFICATIONS, the project CONSTRUCTION DRAWINGS, “Idaho Standards for Public Works Construction” (ISPWC) and where referenced, the City of Hailey Standards and Municipal Code. Project specific TECHNICAL SPECIFICATIONS and the project CONSTRUCTION DRAWINGS included in the CONTRACT DOCUMENTS have precedence over ISPWC and City Standards where there is a difference.

2. All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor.

3. Damage to properties caused by the Contractor shall be repaired and paid for by the Contractor.

4. Settlement of asphalt patches (i.e. backfill settlement) that occur within two-years from the date of 'Substantial Completion Certification' shall be repaired at the Contractor's expense.

5. Equipment must be operated in such a manner as to minimize the damage to the surface of the existing streets and planted areas. Track-type backhoes shall be equipped with approved street-use type tracks.

6. Construction items which are not explicitly covered in these written specifications, but are required to make a functioning installation, shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items which are not specifically covered in these specifications, but are required by the plans, shall be constructed in accordance with the construction industry's highest standards.

7. 'Utility Locates' shall be the responsibility of the Contractor and incidental to the Work of this Contract.

8. The intent and purpose of these specifications and plans is to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Owner.

9. Failure to notify the Engineer shall be sufficient grounds to reject all un-inspected work and cause its immediate removal. All discrepancies indicated by the Engineer shall be corrected by the Contractor and re-inspected before payment will be made for that portion of work. No claim shall be made for delays caused by correction of work found unacceptable by the Engineer.
10. All debris or rubbish generated by the contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public or private, damaged by the contractor shall be repaired to its original condition at the expense of the Contractor.

11. Traffic control for all work is the full responsibility of the Contractor and shall adhere strictly to the minimum requirements of the General Condition GC 29, the MUTCD, and as directed by the Engineer. A minimum of one-way traffic with alternating flow direction, shall be maintained at all times. The contractor shall notify individual property owners at least 24 hours in advance as to when their driveways will be disrupted for construction activities.

12. Upon the satisfactory completion of all work embraced in the contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications, the Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

13. No staging areas have been secured for construction of this project. The Contractor is responsible to secure all necessary staging areas for construction. Stockpiling of materials within the public or private right-of-way will not be allowed.

14. All fences, irrigation facilities, utility services, landscaping, and other miscellaneous facilities, removed or altered during construction shall be replaced in-kind or restored to their original condition prior to final completion. This work shall be incidental to the contract, and no payment will be made unless item(s) are specifically listed on the Bid Form.
TECHNICAL SPECIFICATIONS
SECTION 01 01 00 – SUMMARY OF PROJECT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Basic descriptions of the Work, schedules, related sequences and various administrative requirements.

1.2 DESCRIPTION OF WORK

A. The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, supplies, and manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with these Contract Documents for the HAILEY PATHWAYS FOR PEOPLE. The Work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be provided by CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

B. The completed work includes the general installation of curb, gutter, sidewalk, asphalt patching, asphalt extensions, ADA-compliant pedestrian ramps, signing, striping, and other appurtenances at the following locations in Hailey, Idaho.

   A. BASE BID - CROY STREET – MAIN ST TO WOOD RIVER TRAIL
   B. BID OPTION 1 - 2ND AVE – ELM ST TO MYRTLE ST
   C. BID OPTION 2 – CROY ST

C. The locations are in separate bid schedules for the HAILEY PATHWAYS FOR PEOPLE work.

1.3 BEGINNING AND COMPLETION OF THE WORK

A. Conform to all preliminary matters stated in Article 2 of the General Conditions before commencing the Work. Commencement dates, and completion dates, are stated in the Notice to Proceed.

1.4 CONTRACT METHOD

A. The Work will be constructed under unit price payment provisions. See the Agreement and Section 01 02 00 – Measurement and Payment.

1.5 WORK SEQUENCE

A. See Section 01 04 00 – Coordination and Sequencing.

B. Provisions of Section 01 30 00 – Submittals shall be followed for all submittals.

C. After Work has begun on any portion or designated part of the Project, carry it forward to its final completion. All Work shall conform to the provisions of the approved Construction Schedule.
1.6 AVAILABILITY OF LANDS FOR WORK, ETC.
   A. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are owned by the City of Hailey.

1.7 OWNERS USE OF PREMISES
   A. Cooperate fully with OWNER and any public or private agencies engaged in the relocation, altering, or otherwise rearranging of any utilities or other facilities which interface with the Work. Schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.8 ANTIQUITIES
   A. All fossils, coins, articles of value or antiquity and structures and other remains or relics of geological or archeological interest discovered on or in the area of the work site are and will remain the absolute property of the OWNER.
   B. Take all reasonable precautions to prevent unauthorized removal of or damage to any such discovery. Inform the ENGINEER immediately upon discovery.
   C. Obtain and comply with the ENGINEER’s instructions for removal and disposal of the discovery.

1.9 PERMITS AND FEES
   A. The CONTRACTOR is responsible for obtaining all permits required for this project and shall pay all necessary fees unless otherwise noted below. The CONTRACTOR shall also coordinate all necessary inspections.

1.10 IDAHO LICENSES
   A. The CONTRACTOR and applicable subcontractors shall have and maintain valid licenses as required by the State of Idaho. Licenses shall include, but not be limited to, the following:
      1. Public Works Licenses, obtained through the Idaho Division of Building Safety.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION
SECTION 01 02 00 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Description of unit price base bid item.
B. Measurement and payment procedures used as a basis for progress payments

1.2 GENERAL

A. Payment for all Bid Items, whether lump sum or unit price, shall include all compensation to be received by CONTRACTOR for furnishing all tools, equipment, dewatering, supplies, and manufactured articles, and for all labor operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all cost of compliance with the regulations or permits required of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor.

B. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the Total Contract Price named in the Bid Form.

C. Payment for all Work shown or specified in the Contract Documents is included in the Total Contract Price.

1.3 BASIS FOR PROGRESS PAYMENT

A. Progress payments shall be based on the percentage of completion of each activity.

B. In general, measurement will not normally be required for lump sum Bid Items. In general, measurement will be required for items on which the CONTRACTOR is to be compensated on a time and materials basis (e.g., unit price Bid Items, allowance Bid Items, and force account work).

1.4 SUBMITTALS

A. See General Conditions Article 14 – Payment to Contractor and Completion for details on the following:
   1. Applications for Progress Payments
   2. Review of Application for Progress Payment
   3. Application for Final Payment

1.5 DESCRIPTION OF BID ITEM

A. Payment for general construction will be made at the lump sum price named in the Bid Form under Lump Sum Base Bid plus any additive/deductive alternates, which price shall constitute full compensation for completion of all mobilization, demobilization, insurance, supervision, planning, design, engineering fees, furnishing and construction of all facilities, complete as defined within these Contract Documents, and all taxes.
1.6 MISCELLANEOUS
A. It is the responsibility of the CONTRACTOR to fully inform himself regarding all Federal, State and local tax laws, rules or regulations furnished under this Contract, including all exemption provisions and procedures.
B. The Total Contract Price for the Work under this Contract is inclusive of any taxes which are imposed by any governing agency to which the Work hereunder is subject. CONTRACTOR is solely responsible for assuring that all the applicable taxes are included in his bid.

1.7 PAYMENT FOR MOBILIZATION
A. Limit Amounts Included under Mobilizations to the Following Items:
   1. Moving on the site any equipment required for first month operations.
   2. Installing temporary construction power and wiring.
   3. Establishing fire protection system.
   4. Developing construction water supply.
   5. Providing field office trailers for CONTRACTOR.
   6. Providing field office trailer for ENGINEER, complete with all specified furnishings and utility services including telephones.
   7. Providing on-site sanitary facilities and potable water facilities as specified.
   8. Arranging for and erection of CONTRACTOR's work and storage yard.
   9. Subcontractor insurance and bonds.
  10. Obtaining all required permits, licenses and fees.
  11. Developing construction schedule.
  12. Provide and erect the project sign, if required.
  13. CONTRACTOR bonds and insurance.
1.8 REJECTED PRODUCTS AND UNUSED PRODUCTS
   A. Payment will not be made for the following:
      1. Loading, hauling, and disposing of rejected material.
      2. Quantities of material wasted or disposed of in a manner not called for under Contract Documents.
      3. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
      4. Equipment not unloaded from transporting vehicle.
      5. Defective Work not accepted by OWNER and cost to remedy.
      6. Material remaining on hand after completion of Work.
      7. Equipment stored or installed without approved Shop Drawings.
      8. Equipment or materials stored or installed not in conformance with approved Shop Drawings.

1.9 MEASUREMENT OF QUANTITIES
   A. General
      1. CONTRACTOR will take all measurements and compute quantities accordingly and summarize the information.
      2. CONTRACTOR will provide all necessary equipment, Workers, and survey personnel as required.
      3. ENGINEER will review the summarized information and reported quantities.
      4. If ENGINEER takes exception to the quantity reported for an item, ENGINEER may insist that CONTRACTOR repeat the measurements with the Resident Project Representative in attendance to witness the measurement.

   B. Measurement Devices:
      1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
      2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
      3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.

   C. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
D. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

E. Measurement by Area: Measured by square dimension using mean length and width or radius.

F. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

G. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

END OF SECTION
SECTION 01 03 00 – AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. General procedures for clarifying and modifying the Contract and for addressing claims.

1.2 GENERAL
A. Reference the General Conditions, particularly Articles 3, 9, 10, 11, and 12.
B. Document Types:
   1. The following document types will be used:
      a. Requests for Information/Clarification (RFIs)
      b. Contract Modification Requests (CMRs)
      c. Work Change Directives (WCDs)
      d. Field Orders (FOs)
      e. Change Orders (COs)
   2. The OWNER'S PROJECT MANAGER will distribute forms for these document types and provide additional procedural information at the pre-construction conference or as requested.
C. Document Tracking Numbers: Originators of individual documents shall contact the RPR's designee, prior to submission of the document, for a reference tracking number (e.g., RFI-001, CMR-002).
D. Submission: The originator shall submit the document to the OWNER PROJECT MANAGER designee for screening, and if deemed appropriate, distribution.

1.3 CLAIMS
A. Only the CONTRACTOR may initiate and submit claims. OWNER PROJECT MANAGER and ENGINEER will review submitted claims and make recommendations to the OWNER regarding their disposition. The ENGINEER may not approve the disposition of claims for OWNER.
B. At minimum, provide the following information:
   1. Stipulated facts and pertinent documents, reports, photographs, statements.
   2. Interpretations relied upon.
   3. Description of:
      a. the nature and extent of claim
      b. what caused the alleged situation
      c. discussion of claimant's justification for requesting a change to price or times or both
   4. Full description of alleged impact on the Work and on work by others.
   5. Estimated adjustment in price and/or times claimant believes it is entitled to with full documentation and justification.
   7. Requested Change in Contract Time:
a. See General Conditions Paragraph 12.01.
b. At a minimum, include the following supporting information:
   1) progress schedule documentation showing logic diagram for request
   2) documentation that all float times available for Work have been used
   3) a revised activity logic with durations including sub-network logic revisions, duration’s changes, and other interrelated schedule impacts, as appropriate

C. Provide such additional information and documentation as:
   1. set forth below for Work Change Directives
   2. as required by OWNER’S PROJECT MANAGER and ENGINEER during review of claim.

1.4 REQUESTS FOR INTERPRETATION OR CLARIFICATION (RFIs)
A. Procedures:
   1. CONTRACTOR: Initiate RFIs to include at least the information listed below, and transmit to RPR:
      a. Information requested on RFIs Form provided by the OWNER’S PROJECT MANAGER.
      b. Additional information appended thereto, as appropriate.
      c. CONTRACTOR’s signature and date.
      d. Assigned document tracking reference number.
      e. Requested response date.
   2. OWNER’S PROJECT MANAGER: Upon receipt of CONTRACTOR’s written RFI/C, will:
      a. Promptly review request to determine intent of Contract Documents and clarification necessary.
      b. Notify CONTRACTOR promptly if unable to meet CONTRACTOR’s requested response date and indicate a tentative response date.
      c. Prepare written clarification or interpretation in accordance with paragraph 9.10 of General Conditions, (See Supplementary Conditions).
      d. Sign the document and return two copies to CONTRACTOR.

1.5 FIELD ORDER
A. ENGINEER will issue supplemental instructions on Field Order Form, with two copies to CONTRACTOR and the OWNER’S PROJECT MANAGER. The effective date of the Field Order shall be the date of signature by OWNER’S PROJECT MANAGER, unless otherwise indicated thereon. CONTRACTOR shall acknowledge receipt by signing and returning one copy to OWNER’S PROJECT MANAGER.

1.6 WORK CHANGE DIRECTIVES (WCDs)
A. Procedures:
   1. Only the ENGINEER may initiate a Work Change Directive.
   2. Only the OWNER may approve and execute a Work Change Directive
   3. Based on communications with CONTRACTOR, ENGINEER will prepare the Work Change Directive form as follows:
      a. Estimate of change, if any, in Contract Price:
         1) Indicate method to be used in determining the final cost of Work involved
2) Indicate estimated net effect on the Contract Price, if applicable
   b. Estimate of change, if any, Contract Times:
      1) Indicate methods to be used in determining the change in Contract Times.
      2) Indicate estimated increase or decrease in Contract Times.
   c. If the Work Change Directive is not likely to change the Contract Price or the Contract Times, the space for estimated increase (decrease) should be marked "Not Applicable."

4. Upon completing and signing the Work Change Directive, ENGINEER will send a sufficient number of, or electronic copies to OWNER'S PROJECT MANAGER for authorization. Upon signature by OWNER, a sufficient number of, or electronic copies will be sent to ENGINEER who will retain copies for his use, and forward a sufficient number of, or electronic copies to CONTRACTOR.

5. If the change involves an increase in the Contract Price or Contract Times, and the estimated amount or times are approached before the additional or changed Work is completed, another Work Change Directive may be issued to change the estimated price or times.

6. Upon completion of Work covered by the Work Change Directive or when final cost or times are determined, CONTRACTOR shall submit documentation for inclusion in Change Order contemplated by this Work Change Directive. A Change Order, as appropriate, will be considered by the OWNER'S PROJECT MANAGER and ENGINEER.

7. CONTRACTOR's documentation shall include but not be limited to:
   a. Appropriately detailed records of Work performed to enable determination of value of the Work.
   b. Full information required to substantiate requested changes in Contract Times and Contract Price for Work.
   c. On request of the OWNER'S PROJECT MANAGER or the ENGINEER, provide additional data as necessary to support price or times issues.
   d. Support data for Work performed on a unit price or cost of the Work basis with additional information such as:
      1) Dates and times Work was performed, and by whom.
      2) Daily time records, wage rates paid, and equipment rental rates.
      3) Invoices and receipts for materials, equipment, and subcontracts, all similarly documented.

   B. Effective Date of Work Change Directive: Date of signature by OWNER, unless otherwise indicated thereon.

1.7 CONTRACT MODIFICATION REQUESTS (CMRS) AND CHANGE ORDERS (COS)
A. Procedures as indicated in preconstruction conference, or as instructed by ENGINEER.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION
SECTION 01 04 00 – COORDINATION AND SEQUENCING

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Requirements for sequencing and scheduling the Work, work restrictions and coordination.

1.2 SUBMITTALS
A. As requested below.

1.3 OTHER WORK
A. Coordination with any OWNER’s Work by Others: Reference Section 01 01 00 – Summary of Work and the Drawings for coordination with OWNER’s work by others, if any, and coordinate CONTRACTOR’s Work with the OWNER’S PROJECT MANAGER.

B. Other work anticipated to be performed at site by others prior to, during, and in sequence with scheduled performance of Work under these Contract Documents as follows:

1. NONE: CONTRACTOR shall coordinate work with OWNER’S PROJECT MANAGER to avoid any conflicts.

1.4 UTILITIES
A. Coordinate Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work, if damage occurs, or if conflicts or emergencies arise during Work.

B. See the Drawings for contact information. Utility information is shown only for surface features and if provided by the owner of the utility, for non-surface features. The information shown in the plans is for reference purposes only and does not necessarily represent actual field conditions. The Engineer assumes no liability for the accuracy of the information shown, or conflicts due to inaccurate or incomplete utility information. Call Dig Line (811) a minimum of 48 hours (2 working days) prior to any excavation to request utility locations.

C. Utility impacts/Conflicts/Relocations: Contractor shall notify the appropriate utility company and Owner’s representative if required for the work. CONTRACTOR shall coordinate schedules and work together with OWNER, Utility Company and Utility Contractor for the timely relocation of existing facilities.

1.5 RESTRICTIONS AND CONSTRAINTS ON WORK SEQUENCE
A. In development of a schedule and work sequence by CONTRACTOR, certain critical events and constraints need to be considered.

B. Provide safe, continuous utility services and access to adjacent property owners. Maintain electrical, telephone, water, gas, sanitary facilities, and other utilities within existing facilities in service. Provide temporary utilities when necessary.
1.6 INTERRUPTION OF SERVICES
A. Any task that may interrupt services to adjacent properties or public rights-of-way shall be coordinated with the OWNER’S PROJECT MANAGER prior to proceeding. If shutdown exceeds time allowed by OWNER’S PROJECT MANAGER, the CONTRACTOR shall be responsible for any consequences due to the extended shutdown. Duration of any outages proposed by Contractor shall be submitted in writing to utility companies and/or the City for approval a minimum of (14) calendar days prior to the proposed outage. The CONTRACTOR shall notify all property owners affected by such outages at least seventy-two (72) hours prior to outage.

1.7 REQUIREMENTS FOR OPERATION OF PLANT (This Article Not Used for This Contract)

1.8 SEQUENCE OF WORK
A. Include the Milestones and sequences of Work specified herein as a part of the progress schedule required under Section 01 31 00 - Progress Schedule and Schedule of Values.

B. The CONTRACTOR shall strive to meet the following project milestones:
1. Insurance & Bonds – August 3, 2017
2. Execution of Agreement – August 3, 2017
3. Notice to Proceed – August 7, 2017
4. Submit SWPPP – August 14, 2017
5. Substantial Completion of Croy Street (Base Bid) and 2nd Ave from Elm St to Croy Street (Bid Option 1) – September 29, 2017
6. Substantial Completion of 2nd Ave from Elm St to Myrtle St (Bid Option 1) and Bid Option 2 – October 6, 2017

C. Construction sequencing requirements include the following:
1. Comply with the following unit process operating requirements unless approved by OWNER in writing.
2. Construction Sequence Report:
   a. General:
      1) Prepare and submit a proposed Construction Sequence Report for review and approval regarding compliance with the above stated requirements and the project milestones as stated in the Agreement within 20 days following Date of Contract. The approved Construction Sequence Report shall be consistent with the Progress Schedule Submittal as specified in Section 01 31 00 - Progress Schedules and Schedule of Values.

D. Construct Work in stages to maintain one-lane of traffic, with alternating flow direction, during construction. Coordinate construction schedule and operation with ENGINEER.

E. Coordinate proposed Work with OWNER’S PROJECT MANAGER effecting street or utility shutdowns. Under no circumstances cease Work at the end of a normal working day if such actions may inadvertently cause a street closure, or extended utility shutdown; in which case, remain onsite until necessary improvements are complete to re-open street.
F. Do not close lines, open valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after approval of OWNER'S PROJECT MANAGER. Such actions will be considered by ENGINEER when included in a Pre-submitted and approved Operational Modification Plan.

1.9 ADJACENT FACILITIES AND PROPERTIES

A. Examination:

1. After Effective Date of the Agreement and before Work at site is started, the CONTRACTOR, the ENGINEER, the OWNER'S PROJECT MANAGER, the affected property owners, and utility owners, shall make thorough examination of pre-existing conditions including existing buildings, structures, public and private access roads, and other improvements in vicinity of Work, as applicable, which might be damaged by construction operations. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, road surfaces damage and similar conditions.

2. The OWNER'S PROJECT MANAGER shall record the observations for signature of the ENGINEER and CONTRACTOR.

B. Documentation:

1. Submit two copies of photographs or other records documenting examination for OWNER'S PROJECT MANAGER'S signature. The OWNER'S PROJECT MANAGER will review, sign, and return one record copy of every observation document and photograph to CONTRACTOR and ENGINEER to be kept on file in CONTRACTOR's field office as site records.

2. These observations and photographs are intended for use as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of CONTRACTOR's operations, and are for protection of adjacent property owners, the CONTRACTOR, and the OWNER.

1.10 PARTIAL UTILIZATION BY OWNER

A. Schedule operations for completion of portions of the Work, designated under Article Sequence of Work, herein for OWNER's occupancy or separate operation prior to Substantial Completion of the entire Work as requested by OWNER in writing.

B. Unless agreed in writing prior to OWNER's use, the following conditions shall apply:

1. CONTRACTOR's Responsibilities:
   a. Allow access for OWNER's personnel and regulatory personnel.
   b. Allow access for limited public that does not interfere with progress of Work or present safety risks.

2. OWNER's Responsibilities:
   a. Assume responsibility for security and fire protection in utilized areas, but not extending to protection of CONTRACTOR's materials and equipment in utilized areas.

2. Other Conditions of OWNER's use: The correction period for the occupied or separately operated portion of Work shall commence at the date of Substantial Completion for that separate part.
1.11 PHYSICAL CONDITIONS
A. Exercise reasonable care including manual (hand) excavation to verify locations of existing subsurface structures and Underground Facilities.
B. Thoroughly check immediate and adjacent areas subject to excavation by visual examination (and by electronic metal and pipe detection equipment, as necessary) for indications of subsurface structures and Underground Facilities.
C. Make exploratory excavations where existing Underground Facilities or structures may potentially conflict with proposed Underground Facilities or structures. Conduct exploratory excavations in presence of ENGINEER and sufficiently ahead of construction to avoid possible delays to CONTRACTOR’s Work.

1.12 CONSTRUCTION PHOTOGRAPHS
A. Pre-construction Photo Set
   1. See Article ADJACENT FACILITIES AND PROPERTIES.
B. Progress Photo Sets
   CONTRACTOR to prepare a set of construction progress photos Monday morning every other week until Substantial Completion.
   3. Provide to RPR by Friday of that same week.
C. Post Construction Photo Sets
   1. With OWNER’S PROJECT MANAGER present, photograph post-construction site and adjacent property with particular emphasis on structures and paved areas and as directed by OWNER’S PROJECT MANAGER.
D. Additional Requirements for All Sets
   1. Each set shall include a minimum of 1.4 meg/picture, 4 mega pixel colors based digital media.
   2. Provide a compact disc containing the same images to Resident Project Representative.
   3. Digital photographs are required in lieu of film based photos by OWNER’S PROJECT MANAGER and ENGINEER.
   4. It should not be necessary to use a professional photographer. Photographs made by CONTRACTOR’s employee should suffice.

1.13 REFERENCE POINTS AND SURVEYS
A. ENGINEER’s Responsibilities:
   1. Establish two horizontal reference points with plant coordinates and one bench mark for CONTRACTOR’s use as necessary to lay out Work.
   2. Location of survey references points are shown on Drawings
   3. ENGINEER may perform checks to verify accuracy of CONTRACTOR’s layout Work and that completed Work complies with Contract Documents
B. OWNER’S Responsibilities:
   1. Any existing survey points or other survey control markers destroyed without proper authorization will be replaced by OWNER at the CONTRACTOR’s expense.
C. CONTRACTOR’s Responsibilities:
   1. Provide additional survey and layout required.
   2. Locate and protect reference points prior to starting site preparation.
   3. Check and establish exact location of existing facilities prior to construction of
      new facilities and any connections thereto.
   4. In event of discrepancy in data or staking provided by ENGINEER has
      completed checks it deems necessary.
   5. Preserve and leave undistributed control staking until ENGINEER has
      completed checks it deems necessary.
   6. Re-establish reference points resulting from destruction by CONTRACTOR’s
      operations.

1.14 COORDINATION WITH IRRIGATION/DRAINAGE/PRIVATE WATER USER ENTITIES

   A. CONTRACTOR’S Responsibilities:
      1. Contact and work with the property owners, or any other parties as necessary
         to coordinate with irrigation facilities required under this contract.

1.15 COORDINATION WITH RESIDENCES, BUSINESSES, AND OTHER ENTITIES

   A. CONTRACTOR’S Responsibilities:
      1. Contact affected residences, businesses, and other entities along the project
         alignment and identified elsewhere in the contract documents a minimum
         of two (2) weeks prior to any construction activities.
      2. Coordinate with Property Owners and Businesses regarding construction
         timing, right of entry agreements and provide seventy-two (72) and twenty-
         four (24) hours’ notice prior to beginning construction activity.
      3. Provide, and distribute door hangers to all affected residences.
         Information shall include a brief description of work, anticipated time
         frame, project phasing points, traffic impacts, Contractor phone number, how services will be maintained, and any additional
         information on minimizing construction impacts.
      4. The Contractor must allow for access to businesses and residences
         during construction. If access to a residence or business must
         be impacted, the Contractor shall:
         a. Limit the impact to a maximum of eight (8) hours for residences. Business
            access shall remain unobstructed until alternative temporary access is
            provided by the Contractor and agreed upon by the business
            entity. Restoration of the original access points shall be completed no
            later than 8 hours from when work initiated. Temporary surfacing shall be
            provided and maintained as acceptable to the landowner.
         b. Provide seventy-two (72) and twenty-four (24) hours’ notice to the
            property owners prior to beginning construction activity. Contractor shall
            not begin said construction if Contractor fails to provide the required
            notices. Delays in Contractor’s schedule and all costs associated with such
            a delay due to Contractor’s failure to notify property owners shall be at
            Contractor’s sole expense.
5. Notification of planned service disruptions (water main shutdowns, sewer service interruptions, gas service interruptions etc.) shall be made to residents 48 hours in advance and shall include the extent and type of service disruption, Contractor's contact name and phone number, and date and time of disruption. Duration of any outages proposed by Contractor shall be submitted in writing to utility companies and/or the City for approval a minimum of (14) calendar days prior to the proposed outage.

6. Safe vehicular and pedestrian access shall be maintained by Contractor at all times to all properties abutting the project.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION
SECTION 01 30 00 - SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

A. Inquiries: Direct to OWNER’S PROJECT MANAGER regarding procedure, purpose, or extent of Submittal.

B. Timelines: Schedule and make submissions in accordance with requirements of individual Specification section and in such sequence as to cause no delay in Work or in work of other CONTRACTOR’s.

C. Identification of Submittals:
   1. Complete, sign, and transmit with each Submittal package, one transmittal of CONTRACTOR’s Submittal Form as provided at preconstruction conference.
   2. Identify each Submittal with the following numbering and tracking system:
      e. Sequentially number each Submittal.
      f. Resubmissions of a Submittal will have original number with sequential alphabetic suffix.
   3. Format: Orderly, indexed with labeled tab dividers.
   4. Show date of submission.
   5. Show Project title and OWNER’s contract identification and contract number.
   6. Show names of CONTRACTOR, Subcontractor or Supplier, and manufacturer as appropriate.
   7. Identify, as applicable, Contract Document section and paragraph to which Submittal applies.
   8. Identify Submittal type; submit only one type in each Submittal package.
   9. Identify and indicate each deviation or variation from Contract Documents.

D. Resubmissions: Clearly identify each correction or change made.

E. Incomplete Submittal Submissions:
   1. OWNER’S PROJECT MANAGER will return the entire Submittal for CONTRACTOR’s revision/correction and resubmission.
   2. Submittals which do not clearly bear CONTRACTOR’s specific written indication of CONTRACTOR review and approval of Submittal or which are transmitted with an unsigned or uncertified submission form or as may otherwise be required will be returned to CONTRACTOR not reviewed.

F. Non-specified Submissions: Submissions not required under these Contract Documents will not be reviewed and will be returned to CONTRACTOR.

G. ENGINEER’s Review: ENGINEER will act upon CONTRACTOR’s Submittal at OWNER’S PROJECT MANAGER’s request, and transmit response to OWNER’S PROJECT MANAGER and CONTRACTOR not later than 30 days after receipt, unless otherwise specified. Resubmittals will be subject to the same review time.

H. Schedule Delays:
   1. No adjustment of Contract Times or Price will be allowed due to ENGINEER’s review of Submittals, unless all of the following criteria are met:
      a. CONTRACTOR has notified OWNER’S PROJECT MANAGER in writing that timely review of Submittal in question is critical to progress of Work, and
has received the OWNER'S PROJECT MANAGER'S written acceptance to reflect such on current accepted submission and progress schedule. Written agreement by the OWNER'S PROJECT MANAGER and ENGINEER to reduce Submittal review time will be made only for unusual and CONTRACTOR-justified reasons. Acceptance of a progress schedule containing Submittal review times less than specified or less than agreed to in writing by the OWNER'S PROJECT MANAGER will not constitute ENGINEER'S acceptance of the review times.

b. ENGINEER has failed to review and return first submission of a Submittal within agreed time indicated and accepted by ENGINEER.

2. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmission of Submittals, including multiple resubmissions.

1.2 SHOP DRAWINGS AND SAMPLES
A. Description: Reference paragraph 1.35 of the General Conditions.

B. Excessive Shop Drawing Review: One resubmission of Shop Drawings will be performed by the ENGINEER, as appropriate, at no cost to CONTRACTOR. Subsequent additional resubmissions of that Shop Drawing will be reviewed by the ENGINEER; however the ENGINEER will document work hours required to perform such additional review(s) and will report these costs to OWNER. CONTRACTOR shall reimburse OWNER for these costs in accordance with paragraph 6.17 of the Supplementary Conditions.

C. Substitute and "Or Equal" Items: Meet requirements of paragraph 6.7 of General Conditions.

D. Copies:
1. Shop Drawings and Product Data: Eight (8).
2. Samples: Two (2), unless otherwise specified in individual Specification sections. CONTRACTOR responsible for safe and proper delivery of samples and to prepay cartage charges.

E. General: Submit to OWNER'S PROJECT MANAGER and ENGINEER as required by individual Specification sections.

F. Identify and Indicate:
1. Pertinent Drawing sheet(s) and detail number(s), products, units and assemblies, and system or equipment identification or tag numbers.
2. Critical field dimensions and relationships to other critical features of Work.
3. Samples: Source, location, date taken, and by whom.
4. Each deviation or variation from Contract Documents in accordance with paragraph 6.25.3 of the General Conditions.

G. Design Data: When specified, provide Project-specific information as required and as necessary to clearly show calculations, dimensions, logic and assumptions, and referenced standards and codes upon which design is based.

H. Manufacturer's Certificate of Appropriate Equipment Application:
1. For all equipment specified in Division 44, provide with the initial shop drawing submittal or substitution, Certificate of Appropriate Equipment Application
consisting of the following and signed by an appropriate corporate officer of the manufacturer.

"The manufacturer has reviewed the construction documents including installation details for (name of equipment being provided), upstream and downstream piping as appropriate, or connecting or appurtenant equipment, and certifies this is an appropriate application of the manufacturer’s equipment and warrants the equipment’s successful performance for two (2) years of actual operations by OWNER in accordance with the manufacturer’s written recommendations and instructions based on the earliest date the equipment is placed in normal operation by OWNER and is in full compliance with the requirements of the Contract Documents."

2. In addition to the above, the manufacturer certifies that all equipment supports, utilities, and electrical service connections and requirements are indicated on the enclosed Shop

l. Foreign Manufacturers: When proposed, include following additional information:
   1. Names and addresses of at least two companies closest to Project that maintain technical service representatives.
   2. Complete inventory of spare parts and accessories for each piece of equipment.

l. Preparation:
   1. Format: Whenever possible, schedule for and combine Shop Drawings and Samples required for submission in each Specification section or division into a single Submittal package. Also combine product data for like items into a single Submittal package.
   2. Present in a clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents. Identify details by reference to sheet and detail, and schedule or room numbers shown on Drawings.
   3. Reproducible Copy:
      a. referred Minimum Sheet Size: 8 1/2" by 11-inch and 11 by 17-inch pages, suitable for photocopying.
      b. Larger than 11 by 17-Inch Sheets: 22-inch by 34-inch preferred, mylar or sepia suitable for copying in a blueprint machine.
   4. Piping Systems: Drawn to scale.
   5. Product Data: Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities, dimensions and clearances required, wiring or piping diagrams and controls, and external connections, anchorages, and supports required.
   6. Equipment and Component Titles: Identical to title shown on Drawings, Manufacturer’s standard schematic drawings and diagrams as follows:
      a. Modify to delete information that is not applicable to Work.
      b. Supplements standard information to provide information specifically applicable to Work.
K. Design Data:
   1. Design systems, equipment, and components, including supports and anchorages, in accordance with the provisions of the latest edition of all uniform codes, including Uniform Building Code and to withstand seismic loads in addition to other loads.
   2. Provide an appropriately licensed professional engineer to perform design, oversee preparation of Shop Drawings, manufacturing, and installation, as appropriate, and to stamp and certify that Shop Drawings conform with design requirements and requirements of Laws and Regulations and governing agencies.
   3. When specified, provide Project-specific information as necessary to clearly show calculations, dimensions, logic and assumptions, and referenced standards and codes upon which design is based.

L. Shop Drawing Disposition: ENGINEER will review, mark, and stamp as appropriate and distribute marked-up copies as noted:
   1. No Exceptions Taken (for incorporation in Work):
      a. One copy furnished OWNER'S PROJECT MANAGER.
      b. One copy retained in ENGINEER's file.
      c. One copy furnished to OWNER.
      d. Remaining copies returned to CONTRACTOR appropriately annotated.
      e. CONTRACTOR may begin to implement activities to incorporate specific product(s) or Work covered by Submittal.
   2. Make Corrections Noted (for incorporation in Work):
      a. One copy furnished OWNER'S PROJECT MANAGER.
      b. One copy retained in ENGINEER's file.
      c. One copy furnished to OWNER.
      d. Remaining copies returned to CONTRACTOR appropriately annotated.
      e. CONTRACTOR may begin to implement activities to incorporate specific product(s) or Work covered by Submittal.
   3. Revise and Resubmit:
      a. One copy furnished OWNER'S PROJECT MANAGER.
      b. Remaining copies returned to CONTRACTOR appropriately annotated.
      c. One copy furnished to OWNER.
      d. CONTRACTOR shall make corrections or develop replacement and resubmit (in manner and quantity as specified for original submission).
      e. Submittal is not approved.
   4. Rejected:
      a. One copy furnished OWNER'S PROJECT MANAGER.
      b. One copy retained in ENGINEER's file.
      c. One copy furnished to OWNER.
      d. Remaining copies returned to CONTRACTOR appropriately annotated.
      e. CONTRACTOR shall make corrections or develop replacement and resubmit (in manner and quantity as specified for original submission).
      f. Submittal is not approved.

M. Sample Disposition:
   1. One sample furnished to ENGINEER.
2. One sample returned to CONTRACTOR.

2.3 ADMINISTRATIVE SUBMITTALS

A. Copies: Submit four.

B. Description: Submittals that are not Shop Drawings or Samples, or that do not reflect quality of product or method of construction. May include, but not limited to those Submittals identified below.

C. Applications for Payment (and Cash Allowance Data and Values): Meet requirements of Section 01 02 00 – Measurement and Payment.

D. Construction Photographs: In accordance with Section 01 04 00 – Coordination and Sequencing, and as may otherwise be required in the Contract Documents.

E. Progress Reports and Quantity Charts: As may be required in Section 01 31 00 – Progress Schedule and Schedule of Values.

F. Schedules:
   1. Schedule of Values: Meet requirements of Section 01 02 00 – Measurement and Payment.
   2. Schedule of Functional and Performance Testing and of Startup Schedule and Plan: Meet requirements of Section 01 65 00 – Facility Testing and Startup.
   3. Schedule of Submittal Submissions:
      a. Prepare and submit, preliminary list of submissions grouped by Contract Document article/paragraph number or Specification section number, with identification, numbering and tracking system as specified under Paragraph Identification of Submittals and as approved by OWNER’S PROJECT MANAGER.
      b. Include only the following required submissions:
         1) Shop Drawings and Samples.
         2) Training plans.
         3) Test Procedures.
         4) Operation and maintenance manuals.
         5) Record documents.
         6) Specifically required certificates, warranties, and service agreements.
      c. Coordinate with progress schedule and prepare submissions to show for each Submittal, at a minimum, the following:
         1) Estimates submission date to OWNER’S PROJECT MANAGER.
         2) Specifically requested and clearly identified ENGINEER review time if shorter than that set forth herein, with justification for such request and critical dates Submittals will be needed from ENGINEER.
         3) For first 6-month period from the date the Contract Times commence or following any updates or adjustment of the submissions, the estimated submission beyond 6-month time period, show closest month and year.
      d. Submit to OWNER’S PROJECT MANAGER monthly (i) updated list if changes have occurred, otherwise submit a written communication confirming existing list, and (ii) adjusted submissions reflecting submission activity planned for forthcoming 6-month time period, show closest month and year.
G. Training Materials: Not used

H. Submittals Required by Laws, Regulations, and Governing Agencies:
   1. Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
   2. Transmit to OWNER’S PROJECT MANAGER for OWNER’s records one copy of correspondence and transmittals (include enclosures and attachments) between CONTRACTOR and governing agency.

I. Disposition: ENGINEER will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:
   1. Accepted:
      a. Schedules: Acceptance will indicate that schedules provide for the orderly progression of the Work to completion within any specified milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR’s full responsibility therefore.
      b. Acceptance of other administrative Submittals will indicate that Submittal conforms to intent of Contract Documents as to form substance.
      c. CONTRACTOR may proceed to perform Submittal related to Work.
      d. One copy furnished OWNER.
      e. One copy furnished OWNER’S PROJECT MANAGER
      f. One copy retained in ENGINEER’s file.
      g. Remaining copies returned to CONTRACTOR appropriately annotated.
   2. Rejected as Noted:
      a. One copy retained in ENGINEER’s file.
      b. One copy furnished OWNER’S PROJECT MANAGER
      c. Remaining copies returned to CONTRACTOR appropriately annotated.
      d. CONTRACTOR shall revise/correct or develop replacement and resubmit.

1.4 QUALITY CONTROL SUBMITTALS

A. Certificates:
   1. Manufacturer’s Certificate of Compliance:
      a. When specified in individual Specification sections or where products are specified to a recognized standard or code, submit prior to shipment of product or material to the site.
      b. ENGINEER may permit use of certain materials or assemblies prior to sampling and testing if accompanied by accepted certification of compliance.
      c. Signed by product manufacturer certifying that materials, manufacture, and product specified conforms to or exceeds specified requirements and intent for which product will be used. Submit supporting reference data, affidavits, and certifications as appropriate.
      d. May reflect recent or previous test results on material or product, but must be acceptable to ENGINEER.
2. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in the individual Specification sections.

3. Manufacturer's Certificate of Proper Installation: Coordinate with Section 01.65.00 – Testing and Facility Startup.

B. Operation and Maintenance Manual: Not used

C. Statements of Qualification: Evidence of qualification, certification, or registration. As required in these Contract Documents to verify qualifications of professional land surveyors, ENGINEER's, materials testing laboratories, specialty Subcontractors, trades, specialists, consultants, installers, and other professionals. Reference paragraph 1.01.A.43 of the Supplementary Conditions for the definition of Specialist.

D. Field Samples: Provide as required by individual Specifications and as may be required by ENGINEER during progress of Work.

E. Plans and Methods for Groundwater Control: Written report for designing, furnishing, installing, operating, maintaining, and eventual removal of groundwater control and monitoring equipment and systems.

F. Written Test Reports of Each Test and Inspection: As a minimum, include the following:
   1. Date of test and date issued, Project title and number, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
   2. Date and time of sampling or inspection and record of temperature and weather conditions.
   3. Identification of product and Specification section, location of Sample, test or inspection in the Project, type of inspection or test with referenced standard or code, certified results of test.
   4. Compliance with Contract Documents, and identifying corrective action necessary to bring materials and equipment into compliance.
   5. Provide an interpretation of test results, when requested by ENGINEER.

1.5 CONTRACT CLOSEOUT SUBMITTALS
   General: In accordance with Section 01.70.00 – Closeout Procedures and Record Documents.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION - Not Used.

END OF SECTION
SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Temporary Utilities: Electricity, telephone service, water, and sanitary facilities.

B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work and dust and water control.

C. Other Temporary Facilities during Construction including such things as: Access roads, parking, progress cleaning, project signage, and temporary buildings.

1.2 TEMPORARY ELECTRICITY – NOT USED

1.3 TEMPORARY HEAT – NOT USED

1.4 TEMPORARY VENTILATION – NOT USED

1.5 TEMPORARY WATER SERVICE – NOT USED

1.6 TEMPORARY SANITARY FACILITIES
A. Provide and maintain required facilities and enclosures.

1.7 TEMPORARY BARRIERS
A. Provide barriers to prevent unauthorized entry to construction areas, to allow for OWNER's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide protection for plant life designated to remain. Replace damaged plant life.

C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.8 CONSTRUCTION FENCING
A. Construction: CONTRACTOR's option.

1.9 STORM/GROUND WATER CONTROL – Not used
A. Protect existing stormwater catch basins and drywells from sedimentation during construction activities.

1.10 DUST CONTROL – Not used
Use water to control dust during construction activities.

1.11 PROTECTION OF INSTALLED WORK
A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Prohibit traffic from re-vegetated areas.
1.12 SECURITY
   A. Provide security and facilities to protect Work, existing facilities, and OWNER's operations from unauthorized entry, vandalism, or theft.

1.13 ACCESS ROADS
   A. Provide means of removing mud from vehicle wheels before leaving the site and entering streets.

1.14 PARKING
   A. Provide temporary parking areas to accommodate construction personnel.
   B. When site space is not adequate, provide additional off-site parking.
   C. Do not allow vehicle parking on existing pavement, except in areas designated for this use.

1.15 PROGRESS CLEANING
   A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
   B. Removal of, contract and pay for waste materials, debris, and rubbish from site weekly and dispose off-site.

1.16 TEMPORARY ADVERTISING SIGNAGE
   A. No signage allowed, except that required by law for which CONTRACTOR has obtained OWNER's permission.

1.17 PROJECT SIGNAGE
   A. No signage required.

1.18 FIELD OFFICES
   A. Contractor's option.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS
   A. Clean and repair damage caused by installation or use of temporary work.
   B. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION - Not used

END OF SECTION
SECTION 01 61 00 – SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.1 SITE ACCESS

A. CONTRACTOR and SUPPLIERS shall not block public and private accesses.

1.2 CONTRACTOR’S WORK AND STORAGE AREA

A. Subject to approval by the OWNER’S PROJECT MANAGER, the CONTRACTOR will designate the site for the CONTRACTOR’S exclusive use during the term of the Contract as a storage and shop area for its construction operations relative to this Contract.

B. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.

C. Should the CONTRACTOR find it necessary to use any additional land for storage or for other purposes during the construction of the WORK, it shall provide for the use of such lands at its own expense.

D. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.3 PARKING AND CONSTRUCTION STAGING

A. The CONTRACTOR shall:

1. The CONTRACTOR shall direct its employees to park in areas as approved by the OWNER’S PROJECT MANAGER if located on City public property.

2. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

3. CONTRACTOR to delineate a proposed staging area and submit to the OWNER’S PROJECT MANAGER for review and approval.

PART 2 - PRODUCTS

- Not Used

PART 3 - EXECUTION

- Not Used

END OF SECTION
PART 1 - GENERAL

1.01 SUBSTITUTE AND "OR EQUAL" ITEMS

A. When equipment or material is specified by naming one or more manufacturers or suppliers followed by words "No Substitute Permitted", CONTRACTOR shall provide one of the named manufacturers or suppliers.

B. "Or Equal" Items: For material or equipment specified by naming one or more suppliers or manufacturers followed by the words "Or Equal", CONTRACTOR shall make submittal in accordance with Section 01 30 00. ENGINEER will review submittal in accordance with Supplementary Conditions.

C. Substitute Items:
   1. For material or equipment specified by naming one or more suppliers or manufactures and not followed by the words "Or equal" or "No Substitute Permitted", CONTRACTOR shall submit "Request for Substitution" in accordance with General Conditions for material or equipment not specifically named.
   2. Requests for Substitution will be considered by ENGINEER, subject to CONTRACTOR'S representations and review provisions of Contract Documents, when one or more of the following conditions are satisfied.
      a. Where required equipment or material cannot be provided within Contract Time, but not as result of CONTRACTOR'S failure to pursue Work promptly or coordinate various activities properly.
      b. Where packaging of several items of equipment from single source will provide maintenance and coordination advantages to OWNER.
      c. When CONTRACTOR proposes to provide OWNER with cost savings.
   3. If ENGINEER approves CONTRACTOR'S Request for Substitution, Contractor shall make submittal in accordance with Section 01 30 00.

D. Conditions Which Are Not Substitutions:
   1. CONTRACTOR options provided for in Specifications.
   2. Revisions to Contract requested by OWNER or ENGINEER.
   3. CONTRACTOR'S determination of and compliance with governing regulations, except as provided for in Contract Documents.

1.02 REUSE OF EXISTING MATERIAL

A. Except as specifically indicated or specified, do not use removed materials and equipment in new Work. All material and equipment incorporated into the Work shall be new, and as specified, except as otherwise provided in the Contract Documents.

B. For material and equipment specifically indicated or specified to be reused in new Work:
1. Use special care in removal, handling, storage, and reinstallation to ensure proper function in completed Work.
2. Provide for transportation, storage, and handling of products which require off-site storage, restoration, or renovation.

1.03 MANUFACTURER’S INSTRUCTIONS
   A. Installation of equipment and materials shall comply with manufacturer’s written instructions. Maintain one set of complete instructions at job site. Distribute printed copies of instructions to parties involved in installation, including copies to the OWNER’S PROJECT MANAGER and ENGINEER.

   B. Handle, store, install, connect, clean, condition, and adjust materials and equipment in accordance with manufacturer’s written instructions and in conformance with Specifications.

   C. If job conditions or specified requirements conflict with manufacturer’s written instructions, consult OWNER’S PROJECT MANAGER for further direction. Do not proceed with Work without written instruction of OWNER’S PROJECT MANAGER.

1.04 TRANSPORTATION AND HANDLING
   A. Arrange deliveries of material and equipment in accordance with Construction Progress Schedule.

   B. Deliver materials and equipment in undamaged condition, in manufacturer’s original containers or packaging, with identifying labels intact and legible.

   C. Protect bright-machined surfaces, such as shafts and valve faces, with heavy coat of grease prior to shipment.

   D. Immediately upon delivery, inspect shipments to ensure compliance with Contract Documents and approved submittals, and products have been protected and are undamaged.

   E. Provide equipment and personnel to handle materials and equipment by methods recommended by manufacturer to prevent soiling or damage to materials or equipment, or packaging.

1.05 STORAGE, PROTECTION, AND MAINTENANCE
   A. Store, protect, and maintain material and equipment in accordance with manufacturer’s written instructions.

   B. Temporary storage areas and buildings shall conform to Section 01 61 00.

   C. OWNER assumes no responsibility for damage or loss due to storage of materials and equipment.

   D. Interior Storage:
      1. Store with seals and labels intact and legible.
2. Store materials and equipment subject to damage by elements in weather tight enclosures.
3. Maintain temperature and humidity within ranges required by manufacturer.

E. Exterior Storage:
4. Store fabricated materials and equipment above ground, on blocking or skids, to prevent soiling or staining. Cover materials and equipment subject to deterioration with impervious sheet coverings. Provide ventilation to avoid condensation.
5. Store loose granular materials in well-drained area on solid surfaces to prevent mixing with foreign matter.
6. Store materials such as pipe, reinforcing steel, structural steel, and equipment on pallets or racks, off ground.

F. Inspection and Maintenance:
7. Arrange storage to provide easy access for inspection, maintenance, and inventory.
8. Make periodic inspections of stored materials and equipment to ensure materials and equipment maintained under specified conditions are free from damage or deterioration, and coverings are in place and in condition to provide required protection.
9. Perform maintenance on stored material and equipment in accordance with manufacturer’s written instructions and in presence of OWNER’S PROJECT MANAGER and ENGINEER.

G. Assume responsibility for protection of completed construction and repair and restore damage to completed Work.

H. Wheeling of loads over finished floors, with or without plank protection, not permitted in anything except rubber tired wheelbarrows, buggies, trucks or dollies. This applies to finished floors and exposed concrete floors, as well as those covered with other applied surfacing.

I. Where structural concrete is also finished surface, avoid marking or damaging surface.
PART 2 - PRODUCTS

2.01 MATERIALS
A. Conform to applicable Specifications and standards. Comply with size, make, type, and quality specified or as approved on submittals.

B. Design, fabricate, and assemble in accordance with engineering and shop practices standard with industry.

C. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable. Two or more items of same kind shall be identical, by same manufacturer.

D. Material and equipment shall be suitable for service conditions. Design so working parts are readily accessible for inspection and repair, and easily duplicated and replaced.

E. Equipment capabilities, sizes, and dimensions shown or specified shall be adhered to, unless specifically approved in accordance with General Conditions.

F. Equipment shall be adapted to best economy in power consumption and maintenance. Parts and components shall be portioned for stresses occurring during continuous or intermittent operation, and for additional stresses occurring during fabrication or installation.

G. Do not use material or equipment for purpose other than for which it is designed or specified.

PART 3 - EXECUTION

3.01 GENERAL
A. Include and pay for Supplier’s services, including, but not limited to, those specified.

B. Workday is defined as an 8-hr period during a calendar day. Workday for purposes of this section does not include travel to and from the Project Site.

END OF SECTION
SECTION 01 70 00 – CLOSEOUT PROCEDURES AND RECORD DRAWINGS

PART 1 - GENERAL

1.3 SECTION INCLUDES
A. Contract closeout requirements including:
   1. Final Cleaning
   2. Preparation and submittal of closeout documents
   3. Final completion certification

1.2 FINAL CLEANING
A. Perform final cleaning prior to inspections for Substantial Completion.
B. Employ skilled workers who are experienced in cleaning operations.
C. Use cleaning materials, which are recommended by manufacturers on surfaces to be cleaned.
D. Prevent scratching, discoloring, and otherwise damaging surfaces being cleaned.
E. Broom clean exterior paved surfaces and rake clean other surfaces of site work.
F. Police yards and grounds to keep clean.
G. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete and other foreign materials from sight-exposed surfaces, and fixtures and equipment.
H. Remove non-permanent protection and labels.
I. Clean permanent filters or screens and replace disposable filters when heating, ventilation, and air conditioning units were operated during construction.

1.3 WASTE DISPOSAL
A. Arrange for and dispose of surplus materials, waste products, and debris off-site.
B. Do not create unsightly or unsanitary nuisances during disposal operations.
C. CONTRACTOR to haul off-site and properly dispose of the two centrifugal blowers that have been removed as part of this project.

1.4 TOUCH-UP AND REPAIR
A. Touch-up or repair finished surfaces on structures, equipment, fixtures and installations that have been damaged prior to inspection for Substantial Completion.
B. Refinish or replace entire surfaces which cannot be touched-up or repaired satisfactorily.

1.5 FINAL CLEANING FACILITIES
A. Clean, pipe, before running of air testing, or before acceptance testing.
1.6 CLOSEOUT DOCUMENTS
A. Submit the following Closeout Submittals upon completion of the Work and at least 7 days prior to submitting Application for Final Payment:
   1. Evidence of Compliance with Requirements of Governing Authorities.
   2. Warranties and Bonds.
   3. Evidence of Payment and Release of Liens as outlined in Conditions of the Contract.
   5. Certificate of Final Completion.

1.7 PROJECT RECORD DOCUMENTS
A. As required in the Agreement.

1.8 WARRANTIES AND BONDS – NOT USED
A. As required in the Agreement

1.9 CERTIFICATE OF FINAL COMPLETION
A. Upon Substantial Completion, ENGINEER will submit a list of known items (punchlist) still to be completed or corrected prior to contract completion.

B. List of items to be completed or corrected will be amended as items are resolved by CONTRACTOR.

C. When all items have been completed or corrected, submit written certification that the entire work is complete in accordance with the Contract Documents and request final inspection.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION - Not Used.

END OF SECTION
SUPPLEMENTAL SPECIFICATIONS
SS-1. MOBILIZATION

Description. Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items.

Materials and Construction Requirements. Contractor shall make appropriate submittals associated with the description of Mobilization provided above in accordance with the requirements of the Contract Documents.

Method of Measurement. Mobilization shall be measured on a lump sum basis.

Basis of Payment. Payment for accepted work will be made as follows:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>lump sum (LS)</td>
</tr>
</tbody>
</table>

SS-2. REMOVAL OF PAVEMENT MARKINGS

Description. This work shall consist of obliterating designated painted pavement markings and/or plastic pavement marking tape, in accordance with these specifications, as shown on the plans and approved traffic control plans, or as directed by the Engineer. Areas to be obliterated include pavement markings that will conflict with construction traffic control (including any detours) and construction traffic control markings that will conflict with the final, permanent pavement markings.

Materials and Construction Requirements. Pavement markings shall be promptly obliterated when they are no longer applicable to the proper control or direction of traffic. This removal shall be accomplished before any change is made in the traffic pattern. The method of obliteration shall be sand-blasting and which leaves minimal pavement scars, visible paint or surface texture differences, which could be confused with pavement markings. The desired result of pavement obliteration is to remove 90-95% of the existing material, while not causing more than about 1/8" of asphalt damage (scarring). Painting over existing stripes with paint, asphaltic products, etc., is not considered to meet the requirements for obliteration. All debris, sand, and paint chips shall be cleaned up promptly after obliteration of pavement markings.

Method of Measurement. The removal of pavement markings will be measured on a square foot of markings removed basis.

Basis of Payment. Payment for accepted work will be made as follows:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Pavement Markings</td>
<td>square foot (SF)</td>
</tr>
</tbody>
</table>
SS-3. CONSTRUCTION TRAFFIC CONTROL

Description. Design, install, maintain, remove, and reset Traffic Control devices and operations for the project limits as specified in 626.01, 630.01, and the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State. Traffic control shall also comply with specifications in ISPWC Section 1103.

Materials. Provide traffic control devices as specified in 626.02, 630.02 and the MUTCD and as show on the Traffic Control Plans.

Construction Requirements. Perform the engineering services required to complete traffic control plans as specified in 626.03 & 630.03 and submit them to the Engineer for approval at least 10 calendar days prior to starting any work that requires control of traffic. Once approved, submit change requests to the Engineer. The Engineer has seven (7) days to approve or deny such requests.

Furnish, install, maintain, remove and reset any traffic control devices used for the purpose of regulating, warning, or directing traffic at all work locations as specified in 105.14 and in accordance with the approved traffic control plans.

Flagging Operations shall meet the requirements as specified in 630.03.

Method of Measurement. The Engineer will measure acceptably completed work by the lump sum.

Basis of Payment. Payment for accepted work will be made as follows:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Traffic Control</td>
<td>lump sum (LS)</td>
</tr>
</tbody>
</table>

The City considers the following included in the contract unit price of Traffic Control:

1. Traffic control devices
2. All traffic control devices
3. Flagging
4. Installation of temporary pavement markings
5. Light plants and other equipment necessary for night work and traffic control
6. Traffic control maintenance
SS-4. INSTALL RUMBLE STRIPS

Description. This work shall consist of constructing rumble strips as shown on the plans or as directed by the engineer.

Materials. Not used.

Construction Requirements. Rumble strips shall be milled into bituminous and concrete pavements to produce a neat and uniform finish. Milled material shall be handled in accordance with IPSWC Specifications. Any damage to the pavement or pavement marking resulting from the contractor’s operations shall be repaired or replaced to the satisfaction of the engineer and City Project Manager by the contractor, at the contractor’s expense. On roadways open to traffic, rumble strips shall be in place no later than five days after the final paving operations.

Construct rumble strips within 2 inches of the alignment shown. Rumble strip equipment must be equipped with a sighting device that enables the operator to maintain the rumble strip alignment. Indentations must not vary from the dimensions shown by more than 1/16 inch in depth or more than 10 percent in length and width.

Grind or remove and replace noncompliant rumble strip indentations at locations determined by the Engineer. Ground surface areas must be neat and uniform in appearance.

Grinding equipment must be equipped with a vacuum attachment to remove residue from the roadbed.

Repair or recut misaligned rumble strips. Repair or replace damaged pavement at no additional cost to the City.

Method of Measurement. The Engineer will measure acceptably completed work by lump sum.

Basis of Payment. Payment for accepted work will be made as follows:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rumble Strips</td>
<td>Lump Sum (LS)</td>
</tr>
</tbody>
</table>
SS-6. SAW CUT ASPHALT PAVEMENT

Description. Under this item, the Contractor shall saw cut existing asphalt pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated on the plans or where directed by the Engineer.

Materials: None specified.

Construction Requirements. Existing pavement and overlay shall be saw cut perpendicular to the roadway surface along neat lines, and to the full depth of the pavement, or to the depth indicated on the plans and typical sections. A power saw approved by the Engineer shall be used for cutting asphalt surface course and asphalt overlay. After the existing asphalt pavement, asphalt surface course or overlay has been saw cut through, the contractor may use pry bars, pneumatic tools or other methods approved by the Engineer, to pry loose the existing pavement from that pavement which is to remain. A pavement breaker, under the supervision of the Engineer, may be used to break up the pavement to be removed after the pavement has been completely saw cut through and completely free from the pavement to remain. Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

Method of Measurement. The quantity to be measured will be the number of feet of saw cutting done in accordance with the plans, typical sections and the directions of the Engineer. No saw cutting will be measured for payment under this item which the contractor may choose to do for his own convenience.

Basis of Payment. The unit price bid per feet of saw cutting shall be incidental to the Bid Item 201.4.1.D.1, Removal of Asphalt, and shall include the cost of all labor, materials, and equipment necessary to complete the work.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saw Cut Asphalt</td>
<td>linear feet, incidental to Removal of Asphalt</td>
</tr>
</tbody>
</table>
SS-7.  GRAVEL REPAIR

Description. This item consists of furnishing all labor, equipment and material necessary to construct the gravel approaches, driveways, and parking areas as shown on the plans or as directed.

Materials: None specified.

Construction Requirements. All materials shall conform to the ISPWC and the COMSPW standards or as directed.

All work shall conform to the ISPWC and the COMSPW, with the following modifications or as directed. Remove and dispose of the existing gravel drive and base as required. Compact the gravel area to Class A compaction requirements. Place and compact a minimum 6-inch thickness of Crushed Aggregate for Base Type I on compacted subgrade.

Method of Measurement. Gravel repair areas will be measured per square yard of surface area repaired and shall include all labor, equipment and material necessary for the completion of the bid item expect that Crushed Aggregate for Base Type 1 shall be paid for under its bid item.

Basis of Payment. The accepted quantity of Gravel Repair will be paid at the contract unit price for the item listed below.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gravel Repair</td>
<td>Square Yard (SY)</td>
</tr>
</tbody>
</table>
SS-7. RUBBER CURB STOP

Description. This Section includes furnishing rubber curb stops.

Materials: Provide vulcanized recycled and virgin rubber curb stop or as approved by Engineer and City Project Manager.

Construction Requirements. Rubber curb stops shall be removable for seasonal use. Wear surface shall be black with molded reflective white.

Material shall be resistant to UV, salt, freeze/thaw and manufactured by a vulcanized manufacturing process that minimizes risk of cracking, tearing, and/or bending.

Curb stop shall be secured by lag bolt and anchor method to allow City of Hailey to remove curb stops seasonally while leaving the lag anchor in place and filling temporarily with silicone or similar.

Method of Measurement. The quantity to be measured will be each curb stop.

Basis of Payment. The bid for rubber curb stops is per each rubber curb stop, as identified in the Drawings, and shall include the cost of all labor, materials, and equipment necessary to complete the work.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rubber Curb Stop</td>
<td>Each (EA)</td>
</tr>
</tbody>
</table>
SS-8. CONCRETE CURB STOP

Description. This Section includes furnishing concrete curb stops also known as wheel stops for vehicular parking stalls in the Community Baptist Church parking lot.

Materials: Concrete wheel stops shall meet the following requirements:

Wheel Stops: Precast, 3.5% minimum air-entrained concrete; 4000 psi minimum compressive strength. Each stop shall be reinforced with two No. 4 deformed steel reinforcing bars, minimum. Provide chamfered corners and drainage slots on underside, and provide holes for dowel-anchoring to substrate. Unless indicated otherwise, provide stops of half octagonal configuration and 72- inch length. Unless otherwise specified on the plans, each wheel stop must be 6 ft. in length with a minimum width of 9-in and height of 6-in.

Precast wheel stops shall be manufactured for the intended purpose by a company or firm specializing in the manufacture of precast concrete parking appurtenances.

Steel spikes: Steel spikes shall be a minimum of 18" for gravel installation.

Adhesive for Bonding Dowel to Wheel Stop: As proposed by Contractor and approved by the Engineer, suitable for application.

Construction Requirements. Concrete curb stops shall be removable for seasonal use.

Securely attach wheel stops into at-grade concrete and at-grade asphalt pavement with not less than two galvanized steel dowels embedded in holes cast into wheel stops. Firmly bond each dowel to wheel stop and to pavement.

Method of Measurement. This item will be measured as each concrete curb stop.

Basis of Payment. The bid for concrete curb stops is per each curb stop, as identified in the Drawings, and shall include the cost of all labor, materials, and equipment necessary to complete the work.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Curb Stop</td>
<td>Each (EA)</td>
</tr>
</tbody>
</table>
SS-9. MINOR REGRADING AND SEEDING OR SOD

Description. This Section includes completing minor regrading from completed Work to finish existing grades, with reseeding (or sod).

Materials: Topsoil Source: Reuse surface soil stockpiled on-site and supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Verify suitability of stockpiled surface soil to produce topsoil.

State-certified seed of grass species, as follows: Full Sun/Part Shade; proportioned by weight as follows:
   a. 30 percent Park Kentucky Bluegrass.
   b. 10 percent Fylking Kentucky Bluegrass.
   c. 10 percent Shamrock Kentucky Bluegrass.
   d. 10 percent Huntsville Kentucky Bluegrass.
   e. 30 percent Dandy Perennial Ryegrass.
   f. 10 percent Crestlawn Creeping Red Fescue

Turfgrass Sod: Kelley Sod, or equivalent. Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

Construction Requirements. Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones. Where existing grade is 6 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations. Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property. Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

Sow seed at the rate of 5 to 8 lb/1000 sq. ft. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak and scatter uniformly to a depth of 1/8 inch and roll to a smooth surface.

Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Reverse-curl each end of sod roll as it is laid in place. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass. Lay sod across angle of slopes exceeding 1:3. Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

Method of Measurement. The quantity to be measured will be lump sum for minor regrading and seeding (or sod), in accordance with the plans, typical sections and the directions of the Engineer.

Basis of Payment. The bid for minor regrading and seeding (or sod) is by lump sum, as identified in the Contract Documents, and shall include the cost of all labor, materials, and equipment necessary to complete the work.

Pay Item
Minor Regrading and Seeding (or sod)

Pay Unit
lump sum (LS)
SS-10. SWPPP PREPARATION AND STORM WATER MANAGEMENT

The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and narrative. This item shall include all costs associated with implementing the requirements of the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) and/or the Construction Site Discharge Control (CSDC) Program as required. The contractor will be considered an operator having day-to-day control as defined in the EPA CGP; therefore, a co-permittee with City of Hailey (OWNER) in the implementation of the CGP requirements. The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for submittal to OWNER for review and acceptance by OWNER.

The Contractor is responsible for the revisions, completion, submittal, and implementation of the SWPPP drawing and narrative, filing of the Notice of Intent (NOI), and filing of the Notice of Termination (NOT). The CGP and instructions for completing the NOI and NOT forms can be found on the EPA website:


The SWPPP must have OWNER acceptance prior to the filing of the NOI. Prior to filing the NOT, the conditions listed in Part 5 of the CGP must be met. The Contractor shall not file a NOT with the EPA until authorized in writing by OWNER. Authorization for the contractor to file the NOT will be granted by OWNER when the area subject to the CGP has achieved final stabilization as defined in the CGP.

Once a SWPPP has been accepted by OWNER, the Contractor and OWNER shall both submit an electronic NOI on the website listed above. There is a fourteen calendar day wait after the acknowledgement of receipt has been posted on the EPA website.

Prior to starting construction, the OWNER accepted SWPPP/CSDC Plan must be implemented. No Construction Activity or Land Disturbing Activity will be allowed to commence until the Contractor has fully implemented the accepted SWPPP.

Additionally, the contractor is responsible for installing, maintaining, and removing all Best Management Practices (BMPs) and for all documentation required to keep the SWPPP current. Water from trench dewatering activities shall not be discharged to offsite drainage without written approval from the operator of the drainage facility. Surface water discharges shall comply with Idaho water quality standards.

A Rainfall Erosivity Waiver is available and defined in Appendix D, Part A of the CGP. If the waiver is utilized, and the conditions on which the waiver is based change, the contractor is responsible for updating the waiver and/or development and implementation of a SWPPP.

BMPs for controlling pollutant transport from the construction site can be found in a number of publications including, but not limited to:

Idaho Department of Environmental Quality
Catalog of Storm Water Best Management Practices for Idaho Cities and Counties
Phone: (208) 373-0502
Web: http://www.deq.state.id.us/water/stormwater_catalog/index.asp

United States Environmental Protection Agency – Region 10
Phone: (800) 424-4372
Web: www.epa.gov/r10earth/stormwater.htm

Boise City Planning and Development Services
Phone: (208) 395-7618
SWPPP Preparation & Storm Water Management shall be measured per lump sum and shall include all labor, equipment and material necessary to prepare and implement the SWPPP. The accepted quantity of SWPPP Preparation & Storm Water Management will be paid at the contract unit price for the item listed below.

**Method of Measurement.** SWPPP Preparation & Storm Water Management shall be measured per lump sum and shall include all labor, equipment and material necessary to prepare and implement the SWPPP.

**Basis of Payment.** The accepted quantity of SWPPP Preparation & Storm Water Management will be paid at the contract unit price for the item listed below.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWPPP Preparation &amp; Storm Water Management</td>
<td>lump sum (LS)</td>
</tr>
</tbody>
</table>
SS-11 – CONSTRUCTION SURVEY

The Contractor is responsible for construction staking necessary to facilitate work. Construction staking shall include but not be limited to staking lines, grades, pipes, minor structures, curb and gutter, sidewalk, manholes, and drop inlets. The City may check grades at periodic intervals to assure compliance with the contract. Re-measurement work or proof of correct staking shall be done if the City determines that any portion does not conform with line, grade and dimensions shown on the plans or as directed, the cost shall be considered incidental to the project.

Project Control
Survey control monuments are shown on the Drawings as established by Galena Engineering Inc, (208-788-1705). Prior to construction, the Contractor shall locate these monuments to ensure they have not been destroyed. In the event the Contractor is unable to locate certain monuments, the Contractor shall notify the City immediately and provide five (5) working days for the City to reestablish the missing monumentation.

The Contractor is responsible for preserving, protecting and replacing all monuments and lot corners, line stakes, grade stakes, reference points, and hubs. In the event of their loss or destruction, the Contractor shall pay all costs for their replacement.

Sub-Grade Elevation
Set construction stakes or marks at intervals of 50 feet, or more frequently. Include additional stakes as necessary to achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

Slope Stakes & Reference Hub and Stake
When necessary, slope stakes and reference hub and stake shall be established at cut and fill catch points on both sides of centerline at 50-foot stations. Cut or fill catch points shall be marked "catch". Each slope stake shall be referenced with hub and stake; with offset distance to slope stake; and offset distance and grade to top back of curb or edge of pavement at that station. In taper sections centerline also shall be referenced on stake. More traditional methods may be used, depending on a contractor's request.

Finishing Stakes or Blue Tops
Finishing stakes or blue tops shall be set when base course is within 0.2-foot of final grade. The stakes shall be set to the nearest 0.02 of a foot of the design grade line. Blue tops shall be set at 50-foot stations on centerline and at edge of pavement line if curb and gutter are not being constructed. Where roadways are 44-feet or greater in width, quarter crown stakes also will be set.

Top of Pit Run
Top of pit run will be checked at centerline and at each shoulder or lip of gutter line. Cut or fill (C/F) should be painted on the surface or use hub and “red-tops.” Where roadways are 44-feet or greater in width, quarter crown stakes also will be set.

Pipe and Ditch Staking
Pipe and ditch staking shall be set with hub and stake on an offset line. This shall not fall within trench excavation. Offsets shall be to centerline of pipe or structure and marked with cut or fill (C/F) to flow line (FL). Where new construction is connecting to existing structures or flowlines, all existing horizontal and vertical locations shall be checked before final grade setting.
Minor Structures
Minor structures such as irrigation structures, sand and grease traps, manholes, street light foundations and school flasher foundations shall be staked to the centerline of structure with a minimum two (2) reference hubs and stakes per structure.

Curb and Gutter Staking
Curb and gutter hub, tack and stakes shall be placed every 50-feet. It shall include extra points for grade breaks/changes, high/low point on vertical curves, PC, PT, PRC, PCC, 1/2, 1/4, and radius points for curves with a radius under 50-feet, or where practical. Curves with larger radii shall have stakes every 25-feet or less, where practical or required, and shall have offset distance to top back of curb (TBC) and cut or fill (C/F) to TBC. Where new construction is connecting to existing curb and gutter the horizontal and vertical locations shall be checked before final grade setting.

Field Notebooks and Forms
All field notebooks and forms used for construction staking shall become the property of the City upon completion of the work. Field notebooks used for the work shall be made available to a City representative upon request at any time during the job. Such requests may be made verbally or in writing. Field notes shall be kept in a standard format on "rite in the rain" weatherproof field book or approved equivalent. Corrections shall be made by lining out. Crew names, positions, and dates shall be recorded in the field books on the beginning sheet of each day's work.

Qualifications of Personnel
All construction staking shall be done under a Land Surveyor licensed in Idaho. The Surveyor shall employ enough qualified personnel experienced in highway and construction surveying to do the work. Supervision of such personnel is the responsibility of the Surveyor, and any errors by such personnel shall be corrected at the expense of the Surveyor.

Surveyor Responsibility
The Surveyor is responsible for calculation of the grades and alignments for staking. Any discrepancies in grade, alignment locations, or dimensions detected by the Surveyor shall be shown to the Engineer. Major differences between the horizontal or vertical alignment data on the plans and the alignment shown on the ground shall be referred to a City representative. Staking of these areas shall be delayed until differences are reconciled. The Surveyor shall compare the staked centerline cut and fill depth with the design data. Differences exceeding 1-foot at two or more consecutive points shall be reported to the Engineer for evaluation and revision.

City Responsibility
The City may check the accuracy of the construction stakes, lines, grades, and layouts. The City is not responsible for the accuracy of the final result of the construction stakes, lines, and layouts.

Surveyor Responsibility
The Surveyor shall furnish all stakes, surveying equipment, and other devices necessary for setting, checking, marking and maintaining the required points.

Lumber
All lumber shall have the following minimum dimensions in inches:

<table>
<thead>
<tr>
<th>Type</th>
<th>Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hubs</td>
<td>1 x 2 x 8</td>
</tr>
<tr>
<td>Lath</td>
<td>1/4 x 2 x 16</td>
</tr>
<tr>
<td>Stakes</td>
<td>1/4 x 2 x 16</td>
</tr>
</tbody>
</table>
Plastic Flagging
Flagging shall be plastic supplied in red, white, blue, yellow and orange. Paint of a highly visible type, may be used on the top 2" of stake. If plastic flagging is used, stakes shall be marked as follows:
All stakes shall be legibly marked with a permanent black marker or stake pencil.

<table>
<thead>
<tr>
<th>TYPE OF STAKE</th>
<th>COLORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way</td>
<td>Yellow</td>
</tr>
<tr>
<td>Control Points</td>
<td>Red/White</td>
</tr>
<tr>
<td>Pipe Stakes</td>
<td>Blue</td>
</tr>
<tr>
<td>Centerline</td>
<td>Red</td>
</tr>
<tr>
<td>Reference Points</td>
<td>White</td>
</tr>
<tr>
<td>Easements</td>
<td>Orange</td>
</tr>
</tbody>
</table>

Pavement Markings and Signing
The Contractor shall layout all work and shall receive approval prior to installing pavement markings and stripes from City of Hailey. Layout shall consist of spot painting markings or lines which will delineate the traffic stripes and pavement markings to be installed. City of Hailey shall require two (2) business days notice to schedule layout inspection. Contractor to stake the location of all post mounted signs and receive approval from City of Hailey before installation. City of Hailey shall require two (2) business days notice to schedule layout inspection. Construction Survey shall be provided by the Contractor.

The Contractor shall remove all construction stakes remaining at project completion, the cost of which shall be considered incidental to the project.

**Method of Measurement.** Construction Survey shall be measured per lump sum and shall include all labor, equipment and material necessary to prepare and implement.

**Basis of Payment.** The accepted quantity of Construction Survey will be paid at the contract unit price for the item listed below.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Survey</td>
<td>lump sum (LS)</td>
</tr>
</tbody>
</table>
**SS-12. RELOCATE EXISTING STREET SIGN**

**Description.** This work shall consist of removing, retaining, and re-installing an existing City of Hailey street sign from the location as indicated on the Construction Drawings, to a location also indicated on the Construction Drawings, to be confirmed in the field by the City Engineer.

**Materials.** Existing City of Hailey street sign, base, and connectors.

**Construction Requirements.** The Contractor shall remove the existing street sign from its existing location, and re-install at a new location. Installation of base and connectors shall be incidental to the work of this item. This work shall be completed prior to placement of the any top course surround the new sign location. Coordinate work and location with City Engineer.

**Method of Measurement.** Relocate Existing Street Sign will be measured by each sign relocated or reset.

**Basis of Payment.** The accepted quantity of Relocate Existing Street Sign will be paid at the contract unit price for the item listed below.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate Existing Street Sign</td>
<td>each (EA)</td>
</tr>
</tbody>
</table>
NOTES:

1. THE PROJECT INTENT IS TO INSTALL THE PROPOSED IMPROVEMENTS WHILE RETAINING AND PROTECTING THE EXISTING UTILITIES, UNLESS OTHERWISE NOTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT AND COORDINATE WITH THE VARIOUS UTILITY COMPANIES AND CITY AS NECESSARY TO IDENTIFY AND RETAIN EXISTING UTILITIES. EXISTING UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

2. STRIPING AND IMPROVEMENTS SHOWN ARE TO BE FIELD SURVEYED AND VERIFIED. THE CONTRACTOR SHALL VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION.

3. INSTALL 4" WHITE, 8'X20' PARALLEL PARKING 2 WIDE, 16' DEEP, TYP.

LEGEND:

CONCRETE BERM

CONCRETE SIDEWALK / MEDIAN / DRIVEWAY

CONCRETE SIDEWALK

DETECTABLE WARNING SURFACE

DETECTABLE WARNING

Gravel area

Asphalt paving

Paths for People

Hailey, Idaho

Croy Street

Layout plan

Sheet No.

PL01

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1. THE PROJECT INTENT IS TO INSTALL THE PROPOSED IMPROVEMENTS WHILE RETAINING AND PROTECTING THE EXISTING UTILITIES, UNLESS OTHERWISE NOTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT AND COORDINATE WITH THE VARIOUS UTILITY COMPANIES AND CITY AS NECESSARY TO IDENTIFY AND RETAIN EXISTING UTILITIES. EXISTING UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

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2. STRIPING AND IMPROVEMENTS SHOWN ARE TO BE FIELD SURVEYED AND VERIFIED. THE CONTRACTOR SHALL VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION.

LEGEND:

- CONCRETE SIDEWALK / MEDIAN / DRIVEWAY
- GRANULAR AREA
- DETECTABLE WARNING SURFACE
- ASPHALT PAVING
BID OPTION 1 - 2ND AVE IMPROVEMENTS

1. STRIPING AND IMPROVEMENTS SHOWN ARE TO BE FIELD SURVEYED AND VERIFIED. THE CONTRACTOR SHALL VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION.

2. CONTRACTOR TO REMOVE ALL EXISTING LANE STRIPING ON 2ND AVE EXCLUDING PARKING & CROSSWALK STRIPING UNLESS NOTED OTHERWISE. THIS APPLIES TO 2ND BETWEEN ELM ST AND MYRTLE ST.
NOTES:

1. STRIPING AND IMPROVEMENTS SHOWN ARE TO BE FIELD SURVEYED AND VERIFIED. THE CONTRACTOR SHALL VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION.

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Pathways for People
Hailey, Idaho

2ND AVENUE
LAYOUT PLAN

PL06
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BID OPTION 1 - 2ND AVE IMPROVEMENTS

1. STRIPING AND IMPROVEMENTS SHOWN ARE TO BE FIELD SURVEYED AND VERIFIED. THE CONTRACTOR SHALL VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION.

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NOTES:

Pathways for People
Hailey, Idaho

2ND AVENUE
LAYOUT PLAN

PL07
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1. Striping and improvements shown are to be field surveyed and verified. The contractor shall verify and check all dimensions and details shown on the drawings prior to the start of construction. Any discrepancies shall be immediately brought to the attention of the engineer for clarification.

2. Contractor to remove all existing lane striping on 2nd Ave excluding parking & crosswalk striping unless noted otherwise. This applies to 2nd between Elm St and Myrtle St.

NOTES:
NOTES:

1. STRIPING AND IMPROVEMENTS SHOWN ARE TO BE FIELD SURVEYED AND VERIFIED. THE CONTRACTOR SHALL VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION.

2. CONTRACTOR TO REMOVE ALL EXISTING LANE STRIPING ON 2ND AVE EXCLUDING PARKING & CROSSWALK STRIPING UNLESS NOTED OTHERWISE. THIS APPLIES TO 2ND BETWEEN ELM ST AND MYRTLE ST.
BID OPTION 1 - 2ND AVE IMPROVEMENTS

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2. CONTRACTOR TO REMOVE ALL EXISTING LANE STRIPING ON 2ND AVE EXCLUDING PARKING & CROSSWALK STRIPING UNLESS NOTED OTHERWISE. THIS APPLIES TO 2ND BETWEEN ELM ST AND MYRTLE ST.

Pathways for People
Hailey, Idaho

2ND AVENUE
LAYOUT PLAN
PL10
17 of 28

SCALE: 1" = 20'
**BID OPTION 1 - 2ND AVE IMPROVEMENTS**

- **INSTALL STOP SIGN**
  - (36X36 R1-1)
  - & 24" STOP BAR (BY CITY)

- **EX. STOP SIGN TO REMAIN**
  - BICYCLE LANE SYMBOL
  - W/ ARROW MARKING, TYP (BY CITY)
  - SEE DETAIL, SHEET DT01

- **INSTALL 24" STOP BAR, TYP**
  - (BY CITY)

- **INSTALL BIKE LANE AND TWO-WAY TRAFFIC SIGNS (24X18 R3-17 & 36X36 W6-3)**

**NOTES:**

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2. CONTRACTOR TO REMOVE ALL EXISTING LANE STRIPING ON 2ND AVE EXCLUDING PARKING & CROSSWALK STRIPING UNLESS NOTED OTHERWISE. THIS APPLIES TO 2ND BETWEEN ELM ST AND MYRTLE ST.
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3. SEE SHEETS PL02 AND PL03 FOR ADDITIONAL WORK UNDER BID OPTION 2. SEE SHEETS PL04 TO PL12 FOR BID OPTION 1.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 6/20/2017 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: MM

SUBJECT: Motion to reject all bids for the Street Shop Salt Storage Shed Project

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The street division has planned and budgeted to build a salt storage shed in the street shop yard in the current fiscal year. The shed will provide protected storage for road salt and related equipment.

In April, public works and street division staff prepared the request for bids, with assistance from the City’s building inspector. The City attorney also reviewed the request for bids.

On Friday, May 5, public works issued the request for bids to design, supply and install the shed. Staff followed semi-formal bidding procedures, allowable for anticipated construction costs of less than $100,000. Semi-formal bidding procedures require bids to be sought from at least three contractors. Staff requested bids from six contractors.

The following two bids (copies attached) were received on Friday, May 26:

- Conrad Brothers of Idaho – $99,819
- Petersen Brothers Construction – $153,500

Due to the unknown budget impacts of flood remediation work, staff recommends rejecting all bids.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to reject all bids for the Street Shop Salt Storage Shed Project

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) __________________________
Bid Proposal
Conrad Bros

City of Hailey
Salt Storage Shed
Hailey, Idaho

To: City of Hailey, Idaho
Attn: Tracy
Anderson

Proposal of, Conrad Brothers of Idaho, Inc. (hereafter know as the “Bidder”), is a registered business as a corporation, under the laws of the State of Idaho, Lic. # RCE-376, Public Works Lic. PWC-C-16644 Unlimited.

The bidder, in compliance with your invitation to bid for the construction of the outlined Salt Storage Shed, Hailey, Idaho, and having examined the plans, specifications and related documents, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, and to provide the services and insurance in accordance with the Contract Documents, within the time set forth therein, and the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract and to be substantially complete by September 30, 2017.

Bidder acknowledges the receipt of any addenda.
No. 1

The bidder agrees to perform the work as presented in the Construction documents (Drawings, Specifications) per the below noted:

“Lump Sum”

Ninety nine thousand eight hundred nineteen Dollars ( $99,819.00).

Please write both the bid proposal amount in written words as well as in numbers for clarification.
The bidder agrees that this bid proposal shall be valid and may not be withdrawn for 10 calendar days from submittal/bid opening date.

The owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder upon receipt of written notice of the acceptance of this bid, shall enter into a formal contract per the schedule noted above.

The undersigned Contractor acknowledges that as of this Date is a duly licensed Idaho Contractor and possesses and is domiciled in the State of Idaho with a license number RCE - 376.

Date: The 26th day of May of 2017

Submitted by:
By: Conrad Brothers of Idaho, Inc
   Company
   
   Paul Conrad
   Signature
   
   President
   Title
   
   208-726-3830
   Phone number

Idaho Public Works License #: PWC - C - 16644 Unlimited
February 9, 2017
Re: Salt Storage Shed
Attention: Tracy

Dear Tracy,

Petersen Brothers Construction is a General Contractor located in Twin Falls, Idaho and has over 45 years of diverse project experience similar to your project, not only from a General Contractor’s role, but also in a Design/Build role. Some of the key elements to our past and current success are; as a strong project management team throughout the building process, using effective and informative communications tools, ensuring quality control, and ultimately customer satisfaction being the core focus. Relevant to your project, our team is positively positioned in building synergy and momentum with our established team relationships and bringing this continued enthusiasm to your project. Our unique ability to provide self-performed services through a variety of contracting methods has helped to make us successful in this area. In addition, our construction team includes the best local subcontractors in the trades and they have helped bring success to our past and current projects. We understand that your facility needs to capture your vision, culture, character, values and pride and we are committed to meeting this goal.

On behalf of Petersen Brothers Construction, and my entire team, you have our personal 110% commitment to provide our “best and brightest,” and deliver an unequalled finished project. We look forward to hearing from you, and hope to demonstrate first hand our qualifications that are on-time, on-budget that will exceed your expectations.

Sincerely,

Petersen Brothers Construction, Inc.
Jeremy Petersen – President
Jeremy@pbcbuilds.com
Proposal

Customer: City of Hailey
Address: Work #
Address: Email

Description of Work: The construction of a 30'x35' pre-engineered steel building with 5' concrete apron per plans.

Includes: Project includes the construction of a 30'x35' pre-engineered metal building with 5' tall concrete foundation walls and a 2'x1' footing with rebar below foundation walls. Saw cut existing asphalt pad and haul off. Place 4" of ¾" gravel base for floor slab. Asphalt patch around building and slab. 6" concrete slab with rebar (4) 6" steel post bollards. Price includes (1) 14'x20' overhead door with operator. Sheet interior sides with plywood per plans. Electrical to include (4) GFCI weather proof outlets, (2) Garage door opening wiring, (2) LED high bay fixtures, (1) 6-12 sub panel. Trenching and asphalt patch back for electrical line. Architectural fees and engineering fees.

Excludes: Building Permits, Bid bonds.

Clarifications: All material is guaranteed to be as specified and the work will be completed in a workmanlike manner in accordance to specifications. Any and all alterations or deviations from the stated specifications involving extra costs and materials will be executed only upon written order. These changes turn into an extra charge, over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond contractor’s control. Owner of property to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker’s compensation insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney’s fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Drawing Referenced for this Proposal:

Proposal Amount: $153,500.00
One Hundred Fifty Three Thousand Five Hundred Dollars

Jeremy Petersen
Petersen Brothers Construction

Hailey Salt Shed

Acceptance of Proposal: As stated in the above specifications, the costs, materials and specifications are satisfactory and are hereby accepted. I authorize the contractor to perform the work as specified and payments will be made as summarize above.

Payment Terms: Payment schedule as follows: 10% down, progressive draws as required, with final balance due upon completion of work.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 6/14/16  DEPARTMENT:  Treasurer  DEPT. HEAD SIGNATURE:  BS

SUBJECT:
Letter of Engagement for services for the City of Hailey FY17 audit submitted by Dennis R. Brown, CPA with cost not to exceed $11,500 (cost for potential Single audit will be estimated if necessary) with Resolution 2017-063

AUTHORITY:  □ ID Code  50-1003  □ IAR ___________  □ City Ordinance/Code _________
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Mr. Brown has submitted a letter of engagement pertaining to this fiscal year's audit, required by Idaho law.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:  (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Feel free to contact me if you have any questions; please approve as consent agenda item and allow Mayor to sign.  WITH Resolution 2017-063

FOLLOW-UP REMARKS:*
CITY OF HAILEY
RESOLUTION NO. 2017-063

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
HAILEY DENNIS BROWN FOR AUDIT SERVICES FYE 2017

WHEREAS, the City of Hailey desires to enter into an agreement with the Dennis Brown CPA under which Dennis Brown CPA will perform annual audit services, and single audit services for the City of Hailey.

WHEREAS, the City of Hailey and Dennis Brown CPA have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services between the City of Hailey and Dennis Brown CPA and that the Mayor is authorized to execute the attached Agreement,

Passed this 20th day of June, 2017.

City of Hailey

__________________________________
Fritz X. Haemmerle, Mayor

ATTEST:

__________________________________
Mary Cone, City Clerk
June 14, 2017

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

I am pleased to confirm my understanding of the services I am to provide the City of Hailey, Idaho (City) for the year ended September 30, 2017. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Hailey, Idaho as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of my engagement, I will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subject to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Budgetary Information.

I have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying my auditor's report on the financial statements.

Audit Objectives

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of the City's financial statements. My report will be addressed to the City Council of the City of Hailey, Idaho. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or issue reports, or may withdraw from this engagement.
I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during my audit I become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. My responsibility as auditor is limited to the period covered by my audit and does not extend to later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.
Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to Government Auditing Standards.

Other Services

I will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that I report.

You are responsible for the preparation of the supplementary information, which I have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views
on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

I may from time to time, and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by me for testing.

I will provide copies of my reports to the City of Hailey, Idaho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dennis R Brown, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dennis R. Brown CPA personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin my audit on approximately December 5, 2017 and to issue my reports no later than January 31, 2018. This estimate annually is based on availability of records and cooperation of City personnel. Dennis R Brown is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that my gross fee, including expenses, will not exceed $11,500. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

I appreciate the opportunity to be of service to the City of Hailey, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.
Very truly yours,

[Signature]

Dennis R. Brown
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the City of Hailey, Idaho.

By: ________________________________

Title: ______________________________

Date: ______________________________
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/01/17 DEPARTMENT: HFD DEPT. HEAD SIGNATURE: CA

SUBJECT:
2017 Consumer Fireworks Sales

✓ AUTHORITY: □ ID Code □ IAR (IF APPLICABLE)
✓ City Ordinance/Code 5.24

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Hailey Fire Department has received three applications this year for firework sales stands. The first two are from Bruce Weaver of Outlet Fireworks for a stand at The North Hailey Business Center, and the other in the Kings Parking lot. The third application is from TNT Inc. for a stand in the Albertsons parking lot where it has been in previous years. Fireworks stands have been in these locations in the past and I do not foresee any issues with the locations.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

All of the applications are complete with all the information and fees required by section 5.24 of the Hailey Municipal Code. At this time I would like to recommend to the council that the applications be approved.

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) _____________________________

--223--
APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE JUNE 1ST:

☐ $100.00 PERMIT FEE
☐ $50.00 INSPECTION FEE includes required Pre-Installation inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
☐ COMPLETE LIST OF FIREWORKS TO BE SOLD
☐ LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
☐ WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
☐ CERTIFICATE OF INSURANCE ($24,000) ONE HUNDRED THOUSAND DOLLARS PER OCCURRENCE
☐ $100.00 CLEAN-UP BOND ($24,000)

APPLICANT'S FULL NAME: CHELTA ARENS 208-680-0157
BUSINESS NAME: (If applicable) CHELTA ARENS
PHYSICAL ADDRESS OF APPLICANT: 104 S. FREYA WHITE BLD #120-B SPOKANE WA 99202 TNT FIREWORKS
MAILING ADDRESS OF APPLICANT: OVER 18
(APPLICANT PHONE: CHELTA ARENS 208-680-0157 DATE OF BIRTH: I / /)
APPLICANT'S STATE SALES TAX PERMIT NUMBER: OPERATOR MUST PROVIDE *CHELTA 208-680-0157
PROPOSED LOCATION OF FIREWORKS STAND: ALBERTSONS 911 E. MAIN ST HAILEY ID
PROPERTY OWNER NAME: ALBERTSONS
PROPERTY OWNER MAILING ADDRESS:
PROPERTY OWNER PHONE:

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant.

I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.

Signature TNT ADMIN FOR CHELTA ARENS
Printed Name TNT ADMIN KERRI MCTIGUE FOR CHELTA ARENS

ADMINSITRAIVE ASSISTANT

Title 3/20/2017
Date

Hailey Fire Department, 617 3rd Avenue South, PO Box 1192, Hailey, ID 83333
Phone (208) 788-3147/FAX (208) 788-0279

04/07
APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE JUNE 1ST:

☐ $100.00 PERMIT FEE
☐ $50.00 INSPECTION FEE includes required Pre-Installation Inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
☐ COMPLETE LIST OF FIREWORKS TO BE SOLD
☐ LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
☐ WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
☐ CERTIFICATE OF INSURANCE (5.24.090) ONE HUNDRED THOUSAND DOLLARS PER OCCURRENCE
☐ $100.00 CLEAN-UP BOND (5.24.080)

APPLICANT’S FULL NAME: Bruce Weaver
BUSINESS NAME: (If applicable) Outlet Fireworks LLC
PHYSICAL ADDRESS OF APPLICANT: 1619 South Field Ct Twin Falls ID 83301
MAILING ADDRESS OF APPLICANT:  
(APPLICANT’S PHONE: 608-731-6051 DATE OF BIRTH: 1/3/1947
APPLICANT’S STATE SALES TAX PERMIT NUMBER: 0025638321-S
PROPOSED LOCATION OF FIREWORKS STAND: Kings at Hailey Jd. 615 W Main
PROPERTY OWNER NAME: Tom Hing
PROPERTY OWNER MAILING ADDRESS: Kings Rd E Co 1032 Idaho St Hailey
PROPERTY OWNER PHONE: 678-7181

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant.

I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.

Signature
Bruce Weaver
Printed Name

Title
Partner
Date
5-24-17

Hailey Fire Department, 617 3rd Avenue South, PO Box 1192, Hailey, ID 83333
Phone (208) 789-3147/FAX (208) 789-0279

04/07
APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE JUNE 1ST:

☑ $100.00 PERMIT FEE
☑ $50.00 INSPECTION FEE includes required Pre-Installation Inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
☑ COMPLETE LIST OF FIREWORKS TO BE SOLD
☑ LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
☑ WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
☑ CERTIFICATE OF INSURANCE (5,24,000) ONE HUNDRED THOUSAND DOLLARS PER OCCURANCE
☑ $100.00 CLEAN-UP BOND (5,24,080)

APPLICANT'S FULL NAME: Bruce Weaver
BUSINESS NAME: (If applicable) Outlet Fireworks LLC
PHYSICAL ADDRESS OF APPLICANT: 1619 Brookfield Court, Twin Falls, ID 83301
MAILING ADDRESS OF APPLICANT: (IF DIFFERENT FROM ABOVE)
APPLICANT PHONE: 208-784-5051
DATE OF BIRTH: 12/1/1942
APPLICANT'S STATE SALES TAX PERMIT NUMBER: 008562-361-S
PROPOSED LOCATION OF FIREWORKS STAND: Lot 5 3A and 5 N, Hailey Bus. Cont
PROPERTY OWNER NAME: Demi Moore Family Trust
PROPERTY OWNER MAILING ADDRESS: AHO, 115 Second Ave. So.
PROPERTY OWNER PHONE: 208-778-6666

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant.

I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.

Signature
Bruce Weaver

Printed Name
Bruce Weaver

Title
Partner

Date
5-24-17

Hailey Fire Department, 617 3rd Avenue South, PO Box 1192, Hailey, ID 83333
Phone (208) 788-3147/FAX (208) 788-4279
04/07
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/2017  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: ________________

SUBJECT: Request for approval to hold a special event, the event being Due West Press Grand Opening, to be held on West Croy Street, from the alley to River Street (Saturday, June 24, 2017 from 5:00 p.m. to 11:00 p.m.).

AUTHORITY: ☐ ID Code __________  ☐ IAR __________  ☐ City Ordinance/Code __________
(If Applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (If Applicable)
☐ City Administrator  ☐ Library  ☐ Benefits Committee
☐ City Attorney  ☐ Mayor  ☐ Streets
☐ City Clerk  ☐ Planning  ☐ Treasurer
☐ Building  ☐ Police  ☐ __________
☐ Engineer  ☐ Public Works, Parks  ☐ __________
☐ Fire Dept.  ☐ P & Z Commission  ☐ __________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, the event being Due West Press Grand Opening, to be held on West Croy Street, from the alley to River Street (Saturday, June 24, 2017 from 5:00 p.m. to 11:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement contingent on insurance certificate.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator __________  Dept. Head in Attendance at Meeting (circle one) Yes  No __________

ACTION OF THE CITY COUNCIL:

Date __________

City Clerk __________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record __________  *Additional/Exceptional Originals to: __________
Copies (all Info.): __________  Copies (AIS only) __________
Instrument #: __________

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DECISION

Based on the Application for a Special Event Permit for Due West Press Grand Opening, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

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

Additional Conditions

a. None.

DATED this 20th day of June 2017.

CITY OF HAILEY

By: ____________________________
Fritz Haemmerle, its Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the event being Due West Press Grand Opening, to be held on West Croy Street, from the alley to River Street (Saturday, June 24, 2017 from 5:00 p.m. to 11:00 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 20th day of June 2017.

APPLICANT:

By: ________________________________

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

CITY OF HAILEY:

By: ________________________________

Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
SPECIAL EVENT APPLICATION

A step by step guide to request, schedule and obtain approval to present a community event within the City of Hailey.

☐ A completed application must be received by the city Special Events Administrator in accordance with City Municipal Code (§12.14.040C) as follows:
   a) An application for a Special Event involving a Street Closure and anticipated to attract fewer than 250 people at any one time shall be filed at least fourteen (14) calendar days prior to the Special Event.
   b) An application for a Special Event anticipated to attract 250 to 1,499 people at any one time shall be filed at least thirty (30) calendar days prior to the Special Event.
   c) An application for a Special Event anticipated to attract 1,500 or more people at any one time shall be filed at least sixty (60) calendar days prior to the Special Event.

☐ An event plan with logistics is required for all events, including but not limited to: parades, marches, fun runs and walks, concerts, carnivals and fairs, street closures, vendors, and/or alcohol sales. In the Section V you will be required to provide a Certificate of Liability Insurance. In the SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED section of this application you will be guided through all information that is required to accompany this application. Examples of required backup are Street Closures & Access Parade Detailed Map, Alcohol Beverage Catering Permit, Amplified Sound Permit, Banner Display Application, please review each category carefully for instructions.

☐ All applications must be signed.

☐ Your application will be evaluated by the city Special Events Administrator. At which time determination will be made as follows:
   1. Further information is required, in which case you will be contacted, or
   2. Your application will be submitted to city departments for review and comments for:
      A. Preliminary approval with conditions or
      B. Denial and/or request for further information

☐ Applications with preliminary departmental approval will be placed on the next City Council Consent Agenda for final approval. You will be contacted with the specific date and time. At that time you are welcome, but not required, to make an appeal to the City Council for your event and any special requirements or waivers that may apply.

☐ Once your application is approved it is your sole responsibility to coordinate all approved activities. If you need additional services from the City, these may be available with an additional fee and must be approved and coordinated prior to the event.

Visit our website at: hailey.cityhall.org

<table>
<thead>
<tr>
<th>CONTACT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City of Hailey Community Development</strong></td>
</tr>
<tr>
<td>Alcohol beverage information, sign information etc.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>City of Hailey Clerk's Office</strong></td>
</tr>
<tr>
<td>Hailey City Hall 115 Main Street S.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>City of Hailey Police Department</strong></td>
</tr>
<tr>
<td><strong>Provides:</strong> Sale of merchandise information.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>City of Hailey Fire Department</strong></td>
</tr>
<tr>
<td><strong>Provides:</strong> Sale of food/beverages inform.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Idaho State Tax Commission</strong></td>
</tr>
<tr>
<td>P.O. Box 5227 Twin Falls, ID 83303</td>
</tr>
<tr>
<td><strong>Idaho South Central District Health</strong></td>
</tr>
<tr>
<td>Provider: Sale of food/beverages inform.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>City of Public Works Department</strong></td>
</tr>
<tr>
<td><strong>Parks, Streets, Water &amp; Wastewater</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

This page is for your information. You do not need to include it with your application.

Community Development Form Updated: 11/09/2016
**SPECIAL EVENT ACTIVITIES PLANNED**

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.*)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Street Closures &amp; Access / Parade (if yes)</td>
<td></td>
<td></td>
<td>Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider - Donated by S U Brewery</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Street Closure for Special Event Application and detailed map listing areas of closure are required. An ITD permit and separate City form is required for Main Street Closures.</td>
<td></td>
<td></td>
<td>Food/Beverages (Caterers) Please List:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
<td></td>
<td></td>
<td>Booths: Profit / Non-Profit</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
<td></td>
<td></td>
<td>Vendors (Items sold/ Solicitation) Please list:</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr. per officer.</td>
<td></td>
<td></td>
<td>Vendors (Items sold/ Solicitation) Please list: Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
<td></td>
<td></td>
<td>Signs or Banners *A separate application and fee are required for street banners.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr. per officer. Electricity / Generators: Size: Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size &amp; type. Applicant will be charged $35/hr. for EMS Standby. Electricity / Generators: Size: Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size &amp; type.</td>
<td></td>
<td></td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>ADA Regular Porta Potty: Standard Restroom Capacity: 100 people Capacity: 200 people</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Community Development Forms Updated: 11/09/2016

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Dear Kelly,

I spoke with RWA, and they can supply cones, signs and barricades. It all seems very doable! Please let me know what I need to order for the day. 41 barricades? They are 3ft wide and 8ft long. How many signs and where should I put them? Cones?

Thanks! Jann

Due West Press
14 W. Craig St.
Suite B
208-999-2381
duewestpress@gmail.com
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
Wood River Insurance, Inc.
416 N Main Street
Hailey, ID 83333

CONTACT:
PHONE: (208) 788-1100
FAX: (208) 788-4968
EMAIL: mail@woodriverinsurance.com

INSPERED:
Due West Press LLC
14 1/2 W Croy St
Hailey, ID 83333

INSURER A: Liberty Mutual Insurance Company

COVERAGES:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>BK057406862</td>
<td>EACH OCCURRENCE $1,000,000, DAMAGE TO RENTED PREMISES $1,000,000, MED EXP (Any one person) $15,000, PERSONAL &amp; ADV INJURY $1,000,000, GENERAL AGGREGATE $2,000,000, PRODUCTS - COMPASS AGG $2,000,000</td>
</tr>
</tbody>
</table>

COVERAGE AND EMPLOYERS' LIABILITY

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>WORKERS COMPENSATION</td>
<td>N/A</td>
<td>E.L. EACH ACCIDENT $</td>
</tr>
<tr>
<td>OFFICERS' LIABILITY</td>
<td>N/A</td>
<td>E.L. DISEASE - ALL EMPLOYEES $</td>
</tr>
<tr>
<td>EXECUTIVE OFFICERS' LIABILITY</td>
<td>N/A</td>
<td>E.L. DISEASE - POLICY LIMIT $</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

City of Hailey, Blaine County, Idaho
115 S Main St Ste H
Hailey, ID 83333

CERTIFICATE HOLDER

City of Hailey, Blaine County, Idaho
115 S Main St Ste H
Hailey, ID 83333

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/2017   DEPARTMENT: Community Development DEPT. HEAD SIGNATURE: ____________

SUBJECT:
Request for approval to hold a special event, the event being Tutu's and Tennis Shoes 5K Fun Run and Walk, to be held on North First Avenue, between Carbonate Street and Bullion Street. The race will begin and end at the Meriwether Building (Tuesday, July 4, 2017 from 9:00 a.m. to 12:00 p.m.).

________________________________________________________________________

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
________________________________________________________________________

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)
☐ City Administrator ☐ Library ☐ Benefits Committee
☐ City Attorney ☐ Mayor ☐ Streets
☐ City Clerk ☐ Planning ☐ Treasurer
☒ Building ☐ Police ☐ ______________________
☐ Engineer ☐ Public Works, Parks ☐ ______________________
☒ Fire Dept. ☐ P & Z Commission ☐ ______________________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, the event being Tutu's and Tennis Shoes 5K Fun Run and Walk, to be held on North First Avenue, between Carbonate Street and Bullion Street. The race will begin and end at the Meriwether Building (Tuesday, July 4, 2017 from 9:00 a.m. to 12:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement contingent on insurance certificate.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator ___________ Dept. Head in Attendance at Meeting (circle one) Yes ☐ No ☐

ACTION OF THE CITY COUNCIL:
Date ______________________

City Clerk ______________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: ______________________
Copies (all info.): ______________________
Instrument #: ______________________

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DECISION

Based on the Application for a Special Event Permit for Tutu’s and Tennis Shoes 5K Fun Run and Walk, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

c. A supporting application is on file and shall be complied with.

Additional Conditions

a. None.

DATED this 20th day of June 2017.

CITY OF HAILEY

By: ____________________________  Fritz Haemmerle, its Mayor

ATTEST:

______________________________  Mary Cone, City Clerk

CITY OF HAILEY  • 115 MAIN ST. S., SUITE H  • HAILEY, IDAHO 83333  • 788-4221
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the event being Tutu's and Tennis Shoes 5K Fun Run and Walk, to be held on North First Avenue, between Carbonate Street and Bullion Street. The race will begin and end at the Meriwether Building (Tuesday, July 4, 2017 from 9:00 a.m. to 12:00 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 20th day of June 2017.

APPLICANT:

By: _____________________________

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

CITY OF HAILEY:

By: _____________________________
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY  115 MAIN ST. S., SUITE H  HAILEY, IDAHO 83333  788-4221
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Tutu's and Tennis Shoes 5K Fun Run and Walk

LOCATION FOR EVENT (Be specific i.e. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
☐ Public Property  ☐ Private Property
All of 1st Avenue North between Carbonate St. and Bullion St.

I. EVENT SCHEDULE
Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Start Time</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 4, 2017</td>
<td>Start Time: 9:00am</td>
<td>End Time: 10:00am</td>
<td>All Day: 100</td>
</tr>
<tr>
<td>Date(s) of Set-up/Tear-down</td>
<td>Start Time</td>
<td>Hours</td>
<td>Estimated # Staff</td>
</tr>
<tr>
<td>July 4, 2017</td>
<td>Start Time: 7:00am</td>
<td>End Time: 12:00pm</td>
<td>10-15</td>
</tr>
</tbody>
</table>

II. FEES
Special Event Permit Application Fee $125 ☑ $125.00
Per Day Park Rental Fee $300 ☐

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
☐ Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: __________________________
☐ Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% ☐

TOTAL DUE $125.00

III. ORGANIZATION INFORMATION
Sponsoring Organization: Sun Valley Ballet Foundation, Inc.
Blaine County Title, Inc.

Applicant’s Name: Daryl Fauth
Title: Board President
Address: PO Box 316, City: Hailey, Ketchum, State: ID Zip: 83330-8340

Telephone Home: 208.720.5110 Mobile: 208.720.5110 FAX:

Applicant Driver’s License #: FA106558A Email: daryl@blainecontestitle.com

IV. EVENT INFORMATION
New Event: Yes ☑ No ☐ Annual Event: Yes ☑ No ☐ Years Operating 0 ☑

Event Category: ☐ Commercial  ☑ Noncommercial

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

Description of Event: A 5K fun run and walk starting at our Hailey Studio located at the Meriwether Building, and going out to Old Cutters and back via streets in East Hailey and part of the bike path.

V. INSURANCE REQUIREMENTS
A COMPREHENSIVE GENERAL LIABILITY insurance policy must be maintained with coverage of not less than $1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application. The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: 
Agent Name: 
Phone: 720-2755

Updated: 11/19/2016

(Attach any additional pages as needed)
SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
</table>
|   X |     | Street Closures & Access / Parade (if yes) |   X |     | Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider - Sawtooth Brewery

***served, not sold. Part of the entry fee for the 5K includes a beer at the end of the race. |
|   X |     | Barricades If yes, please include a logistics map and # of barricades applicant is providing. |   X |     | Food/Beverages (Caterers) Please List: Hot dogs provided by volunteers for the Sun Valley Ballet |
|   X |     | Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr. per officer. Barricades If yes, please include a logistics map and # of barricades applicant is providing. |   X |     | Booths: Profit / Non-Profit |
|   X |     | Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr. per officer. Electricity / Generators: |   X |     | Vendors (Items sold/ Solicitation) Please list: |
|   X |     | Size: Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged $35/hr. for EMS Standby. Electricity / Generators: |   X |     | Vendors (Items sold/ Solicitation) Please list: Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes |
|   X |     | Signs or Banners *A separate application and fee are required for street banners. |   X |     | Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600 |

ADA Regular

#1  #1

#  #

Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
**Sanitation:** Trash bins, Dumpsters, Recycle
(Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600

<table>
<thead>
<tr>
<th><strong>Overnight Camping</strong></th>
<th><strong>Water:</strong> Drinking / Washing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please see City for designated areas.</td>
<td>X</td>
</tr>
<tr>
<td><strong>Lighting:</strong> please attach plan if applicable.</td>
<td></td>
</tr>
<tr>
<td><strong>Overnight Camping</strong></td>
<td>X</td>
</tr>
<tr>
<td>Please see City for designated areas.</td>
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<tr>
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<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
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Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey’s agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from the use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

**Event Organizer's Signature:**

**Date:** 4/17/2017
STREET CLOSURE FOR SPECIAL EVENT

EVENT NAME: Tutu's and Tennis Shoes 5K Fun Run and Walk
The above listed event received a street closure permit for a community event.

STREET CLOSURE DATES: 7/4/2017
STREET CLOSURE TIMES: 7am - Noon

Route/Street closure map must be attached.

| Names of streets to be closed (attach further closures on a separate sheet if needed) |
|-------------------------------------|---------------------------------|----------------|
| 1st Ave North                      | Between (street) Carbonate St.  | And (street) Bullion St. |
|                                    | Between (street)                | And (street)           |
|                                    | Between (street)                | And (street)           |
|                                    | Between (street)                | And (street)           |
|                                    | Between (street)                | And (street)           |
| Time of Street Closure             | Start: 7:00am                   | End: Noon              |
| Participant type and number of entries of each type (check all that apply): | | |
| ☐ Participants/Spectators          | ☐ Animals                       | ☐ Vehicles             |
| ☐ Floats                          | ☐ Busses                        | ☐ Bikes                |

I certify that the entities listed below have been notified about my upcoming special event.

Signature of Sponsor or Authorized Representative: [Signature]
Date: 4/17/2017

<table>
<thead>
<tr>
<th>Name/Business</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>DiVine Wine Bar</td>
<td>111 First Ave North</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Java on Fourth</td>
<td>111 First Ave North</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iconoclast Books</td>
<td>111 First Ave North</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Nature Conservancy</td>
<td>116 First Ave North</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Eye Center</td>
<td>110 First Ave North</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cowboy Cocina</td>
<td>111 First Ave North</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/2017 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE: __________________________

SUBJECT:
Request for approval to hold a special event, the event being, The Hunger Coalition Mobile Market, to be held in the parking lot of Summit Creek Apartments on Wednesdays, June 21, 2017 through October 11, 2017 (from 1:00 p.m. to 2:00 p.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event the event being The Hunger Coalition Mobile Market, to be held in the parking lot of Summit Creek Apartments on Wednesdays, June 21, 2017 through October 11, 2017 (from 1:00 p.m. to 2:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator ____________________________ Dept. Head in Attendance at Meeting (circle one) Yes ☐ No ☐

ACTION OF THE CITY COUNCIL:
Date ____________________________

City Clerk ____________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record Copies (all info.): ____________________________
Instrument #: ____________________________
*Additional/Exceptional Originals to: ____________________________ Copies (AIS only) ____________________________
DECISION

Based on the Application for a Special Event Permit for The Hunger Coalition Mobile Market, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

c. A supporting application is on file and shall be complied with.

Additional Conditions

a. Certificate of Liability Insurance in the amount of $1,000,000 naming the City of Hailey as additionally insured.

b. Beverage Catering permit must be approved prior to the event.

DATED this 20th day of June 2017.

CITY OF HAILEY

By: ____________________________
Fritz Haemmerle, its Mayor

ATTEST:

______________________________
Mary Cone, City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for The Hunger Coalition Mobile Market, to be held in the parking lot of Summit Creek Apartments on Wednesdays, June 21, 2017 through October 11, 2017 (from 1:00 p.m. to 2:00 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 20th day of June 2017.

APPLICANT:

By: ____________________________

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

CITY OF HAILEY:

By: ____________________________

Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY ▪ 115 MAIN ST., SUITE H ▪ HAILEY, IDAHO 83333 ▪ 786-4221
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: THE HUNGER COALITION MOBILE MARKET

LOCATION FOR EVENT (Be specific i.e. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

☐ Public Property  ☑ Private Property

SUMMIT CREEK APARTMENTS

I. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEDNESDAY'S</td>
<td>Start Time: 1:00  End Time: 2:00</td>
<td>All Day: 25</td>
</tr>
<tr>
<td>JUNE 21- OCT 11</td>
<td>Start Time:       End Time:</td>
<td>All Day:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of Set-up/Tear-down</th>
<th>Hours</th>
<th>Estimated # Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Time</td>
<td>End Time:</td>
<td>3-4</td>
</tr>
</tbody>
</table>

II. FEES

Special Event Permit Application Fee $125

Per Day Park Rental Fee $300

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:

☐ Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.

Tax Exempt #: __________________________

☐ Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6%

TOTAL DUE $125.90

III. ORGANIZATION INFORMATION

Sponsoring Organization: BLAINE COUNTY HUNGER COALITION

Applicant’s Name: JEANNE LISTON  Title: EXECUTIVE DIRECTOR

Address: 121 HONEYSCAPE  SPT  City: DELTAHUE State: ID  Zip: 83513


Applicant Driver’s License #: PA121115H  Email: jliston@thehungercorallion.org

IV. EVENT INFORMATION

New Event: Yes  ☑  No  ☐  Annual Event: Yes  ☐  No  ☑  Years Operating ______

Event Category: ☐ Commercial  ☑ Noncommercial

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

Description of Event: Mobile market selling discounted fresh produce to low-income seniors. Food will be given to other homeless community families.

V. INSURANCE REQUIREMENTS

A COMPREHENSIVE GENERAL LIABILITY insurance policy must be maintained with coverage of not less than $1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry.

A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application. The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: LOOM RIVER INSURANCE  Agent Name: JENNIFER CORTEZ  Phone: 208-788-1100 X 25

(Attach any additional pages as needed)
### SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)*

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Street Closures &amp; Access / Parade <em>(if yes)</em></td>
<td></td>
<td></td>
<td>Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit <em>(Hailey Code 5.13)</em> Provider -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Street Closure for Special Event Application and detailed map listing areas of closure are required. An ITD permit and separate City form is required for Main Street Closures.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>- Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Barricades</strong> <em>(If yes, please include a logistics map and # of barricades applicant is providing.)</em></td>
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<td><strong>Food/Beverages</strong> <em>(Caterers)</em> Please list:</td>
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<td></td>
<td></td>
<td>Fresh produce grown locally in our Bloom Community Farm.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Barricades</strong> <em>(If yes, please include a logistics map and # of barricades applicant is providing.)</em></td>
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<td>Booths: Profit / Non-Profit</td>
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<td></td>
<td>Vendors <em>(Items sold/ Solicitation)</em> Please list:</td>
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<td></td>
<td><strong>Electricity / Generators:</strong></td>
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<td></td>
<td>Vendors <em>(Items sold/ Solicitation)</em> Please list:</td>
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<tr>
<td></td>
<td></td>
<td><strong>Size:</strong></td>
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<td></td>
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<td>Medical Services <em>(Circle)</em> EMT - Standby (or) Ambulance</td>
<td></td>
<td></td>
<td>Sizes</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
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<td><strong>Electricity / Generators:</strong></td>
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<td></td>
<td>Signs or Banners</td>
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<td>*A separate application and fee are required for street banners.</td>
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<td></td>
<td>Portable Toilets / Wash Stations: <em>(Please provide one (1) permanent or portable toilet per 100 people)</em> Contact Clear Creek Disposal for ordering: 208-726-9600</td>
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<td></td>
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</table>

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<tr>
<th>Applicant will be charged $35/hr. for EMS Standby.</th>
<th>Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amplified Sound- (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Overnight Camping</td>
<td>Water: Drinking / Washing</td>
</tr>
<tr>
<td>Please see City for designated areas.</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Lighting: please attach plan if applicable.</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Overnight Camping</td>
<td>Open flame or flame producing devices</td>
</tr>
<tr>
<td>Please see City for designated areas.</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Gray Water Barrel / Grease Barrel</td>
<td>Open flame or flame producing devices Stages: (Number and Size(s))</td>
</tr>
<tr>
<td>✗</td>
<td></td>
</tr>
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Event Organizer’s Signature: [Signature]
Date: 6/9/17
# Certificate of Liability Insurance

**PRODUCER**
Wood River Insurance, Inc.
410 N Main Street
Halley, ID 83333

**INSURED**
Blaine County Hunger Coalition
121 Honeysuckle Street
Bellevue, ID 83313

**INFORMATIONS/FORWARDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Cincinnati Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER B</td>
<td></td>
</tr>
<tr>
<td>INSURER C</td>
<td></td>
</tr>
<tr>
<td>INSURER D</td>
<td></td>
</tr>
<tr>
<td>INSURER E</td>
<td></td>
</tr>
<tr>
<td>INSURER F</td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURED L.</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE 2,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>DAMAGE TO RENTED PERSONAL PROPERTY 100,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>MED EXP (Any one person) 5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>PERSONAL &amp; ADJ UINURY 2,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>GENERAL AGGREGATE 2,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>PRODUCTS - COMP &amp; ADD 2,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CERTIFICATE HOLDER**
Blaine County
206 1st Ave South
Halley, ID 83333

**AUTHORIZED REPRESENTATIVE**

---

The ACORD name and logo are registered marks of ACORD
## Certificate of Liability Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

### Important:
If the Certificateholder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the Certificateholder in lieu of such endorsement(s).

**Producer:**
Wood River Insurance, Inc.
410 N Main Street
Hailey, ID 83333

**Insured:**
Blaine County Hunger Coalition
121 Honeyuckle Street
Bellevue, ID 83313

### Coverages

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDRESS (INSURED)</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>SVS-0000733</td>
<td>08/19/2014</td>
</tr>
<tr>
<td>X</td>
<td>OCCUR</td>
<td>EACH OCCURRENCE</td>
<td>2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Occurrence)</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>5,000</td>
<td></td>
</tr>
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<td>PERSONAL &amp; ADJACENT</td>
<td>2,000,000</td>
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<td></td>
<td></td>
<td>GENERAL AVERAGE</td>
<td>2,000,000</td>
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<td></td>
<td></td>
<td>PRODUCTS COM/COMP</td>
<td>2,000,000</td>
<td></td>
</tr>
</tbody>
</table>

### Certificate Holder

City of Hailey
15 Main St. South
Hailey, ID 83333

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

---

The ACORD name and logo are registered marks of ACORD.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/2017  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: 

SUBJECT:
Request for approval to hold a special event, the event being the Sheeptown Drag Race, to be held on Main Street between Spruce and Myrtle Streets (Thursday, June 29, 2017 from 5:00 p.m. to 12:00 a.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #
Budget Line Item #
Estimated Hours Spent to Date: ____________________________
Staff Contact: ____________________________
Comments: ____________________________

YTD Line Item Balance $
Estimated Completion Date: ____________________________
Phone # ____________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
□ City Administrator □ Library □ Benefits Committee
□ City Attorney □ Mayor □ Streets
□ City Clerk □ Planning □ Treasurer
□ Building □ Police □ □
□ Engineer □ Public Works, Parks □ □
□ Fire Dept. □ P & Z Commission □ □

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, the event being Sheeptown Drag Race to be held on Main Street between Spruce and Myrtle Streets (Thursday, June 29, 2017 from 5:00 p.m. to 12:00 a.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator __________ Dept. Head in Attendance at Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:
Date ____________________________

City Clerk ____________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record Copies (all info.):
Instrument # ____________________________
*Additional/Exceptional Originals to: ____________________________
Copies (AIS only)
DECISION

Based on the Application for a Special Event Permit for Sheeptown Drag Race, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

**Standard Conditions**

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

e. A supporting application is on file and shall be complied with.

**Additional Conditions**

a. Provide a certificate of liability for insurance coverage in the amount of $1,000,000 naming the City of Hailey as additionally insured.

DATED this 20th day of June 2017.

CITY OF HAILEY

By: ____________________________

Fritz Haemmerle, its Mayor

ATTEST:

______________________________

Mary Cone, City Clerk
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for Sheeptown Drag Race to be held on Main Street between Spruce and Myrtle Streets (Thursday, June 29, 2017 from 5:00 p.m. to 12:00 a.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 20th day of June 2017.

APPLICANT:

By: ________________________________

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

CITY OF HAILEY:

By: ________________________________

Fritz Haemmerle, its Mayor

ATTEST:

______________________________
Mary Cone, its City Clerk

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

SPECIAL EVENT PERMIT (05/16/16)

--257--
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Ride Sun Valley - Sheeptown Drag Race

LOCATION FOR EVENT (Be specific i.e. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
☑ Public Property ☐ Private Property
 conforme Pub property, and North Main Street between Myrtle St. and Spruce St.

I. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday 6/29/17</td>
<td>Start Time: 5:00PM End Time: 11:00PM</td>
<td>All Day: 250</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td>Date(s) of Set-up/Tear-down</td>
<td>Hours</td>
<td>Estimated # Staff</td>
</tr>
<tr>
<td>Setup: 6/29/17</td>
<td>Start Time: 3:00PM End Time: 5:00PM</td>
<td>10</td>
</tr>
<tr>
<td>Tear-Down: 6/29/17</td>
<td>Start Time: 11:00PM End Time: 12:00AM</td>
<td>10</td>
</tr>
</tbody>
</table>

II. FEES

Special Event Permit Application Fee $125 ☑ $125.00

Per Day Park Rental Fee $300 ☐

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
☐ Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.
Tax Exempt #: ☐
☐ Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% ☐

TOTAL DUE $125.00

III. ORGANIZATION INFORMATION

Sponsoring Organization: Mountain Sports International

Applicant’s Name: Seth Delorey Title: Project Manager
Address: 1435 S. State Street City: Salt Lake City State: UT Zip: 84115
Telephone Home: NA Mobile: (508)414-9150 FAX: NA

Applicant Driver’s License #: F4993333 (CA State) Email: sdelorey@mtsports.com

IV. EVENT INFORMATION

New Event: Yes ☑ No X Annual Event: Yes X No ☐ Years Operating 7

Event Category: ☐ Commercial ☑ Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): No Ticket Sales - FREE Event

Description of Event: Head-to-head flat tire drag race, where competitors have to tow a log behind their bike. Finalists will also have the logs lit on fire with the support and supervision of the Hailey Fire Department.

V. INSURANCE REQUIREMENTS

A COMPREHENSIVE GENERAL LIABILITY insurance policy must be maintained with coverage of not less than $1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.

The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall cause for immediate termination of the application.

Insurance Company: Sports Insurance Agent Name: Mark DiPierro Phone: 866-889-4763 x36

Updated: 11/5/2016

(Attach any additional pages as needed)
### SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. *(Additional fees may apply.)*

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Street Closures &amp; Access / Parade (if yes)</td>
<td></td>
<td>X</td>
<td>Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider - Powerhouse Pub</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Street Closure for Special Event Application and detailed map listing areas of closure are required. <em>An ITD permit and separate City form is required for Main Street Closures.</em> - Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>X</td>
<td></td>
<td>Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
<td></td>
<td></td>
<td>Food/Beverages (Caterers) Please List: Powerhouse Pub</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr. per officer.</td>
<td>X</td>
<td></td>
<td>Booths: Profit / Non-Profit Sierra Nevada, Club Ride, and Powerhouse Pub</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
<td></td>
<td></td>
<td>Vendors (Items sold/ Solicitation) Please list: Vendors (Items sold/ Solicitation) Please list:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr. per officer. Electricity / Generators:</td>
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<td></td>
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<td></td>
<td></td>
<td>Size: ________________________</td>
<td></td>
<td>X</td>
<td>Vendors (Items sold/ Solicitation) Please list: Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes 4-6 10'x10' Pop-up tents</td>
</tr>
<tr>
<td></td>
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<td>Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size &amp; type. Applicant will be charged $35/hr. for EMS Standby. Electricity / Generators:</td>
<td></td>
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<td></td>
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<td>Size: ________________________</td>
<td></td>
<td>X</td>
<td>Sign or Banners *A separate application and fee are required for street banners.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size &amp; type.</td>
<td>ADA</td>
<td>Regular</td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>#</td>
<td>#</td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
</tbody>
</table>

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Community Development/ Form
Updated: 11/09/2016
| Applicant will be charged $35/hr. for EMS Standby. |
| Amplified Sound—(90) dB maximum and sound may only be amplified between the hours of 10am and 10pm. |
| Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600 |
| **X** Overnight Camping |
| Please see City for designated areas. |
| Lighting: please attach plan if applicable. |
| X | Water: Drinking / Washing |
| | X Open flame or flame producing devices |
| **X** Overnight Camping |
| Please see City for designated areas. |
| | X |
| **X** Gray Water Barrel / Grease Barrel |
| | Open flame or flame producing devices |
| | Stages: (Number and Size(s)) |
| | X |

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and harmless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature: [Signature]  Date: 6/12/17
Ride Sun Valley Bike Festival 2017
Sheeptown Drag Race - Event Summary

Event Producer - Mountain Sports International, Inc. (MSI):
Mountain Sports International (MSI) is a private company, founded in 1997, to develop and produce action/adventure sports events and programming in North America. In addition to the Scott Enduro Cup and Ride Sun Valley bike festival, MSI operates several other properties and concepts including the Subaru Freeride Series. MSI provides event management services, infrastructure and expertise for high-end brands, including The North Face, Red Bull, Subaru, UFC, Burton and Sierra Nevada. MSI matches brand and culture, company and credibility, to create sought-after events that help to define the action sports culture. MSI launched MSI Live in 2009, to provide live HD webcast production, content management, encoding, and satellite uplink & delivery. For more information, visit www.mtsports.com.

Ride Sun Valley Bike Festival:
This event is part of the 7th annual Ride Sun Valley mountain bike festival, an all-encompassing fat tire bike festival tailored to showcase the area's 400+ miles of continuous singletrack trails. The event combines a variety of competitive races, bike demos, local rides, and a downtown festival area with food, beverages, and live music to celebrate the incredible biker's paradise that is Sun Valley. We work hard to involve the local cycling and business communities to help stimulate the economy for the entire region. We also partner with the US Forest Service, Sun Valley Resort, and Wood River Bicycle Coalition to promote responsible trail use & preservation.

Sheeptown Drag Race Event Overview:
As the unofficial opening event of the 7th annual Ride Sun Valley Mountain Bike Festival, the Sheeptown Drag Race is a comedic battle challenging the brave to race with flaming logs chained behind their bikes. Open to the public, participants gather at twilight outside the powerhouse Bike Shop and Pub to sign up for a limited number of spots.

Proposed Schedule of Events (subject to change):
Thursday, June 23:
- 3:00 - 5:00PM: Sheeptown Drag Races (Main St., Hailey, ID)
- 5:00 - 7:30PM: Event Setup & Road Closure
- 7:30 - 10:00PM: Happy Hour & Registration
- 10:00 - 10:30PM: Sheeptown Drag Race Prelims
- 10:30 - 11:30PM: Sheeptown Drag Race FINALS
- 10:30 - 11:30PM: Event Tear-down & Road reopening

Sheeptown Drag Race Event & Road Closure Map:
Please see the Event map and road closure/detour plan attached. We have also secured and included a copy of the required Idaho Transportation Department permits and permission for the Main St. road closure.
Sheeptown Drag Race – Traffic Control Plan

Sheeptown Drag Race Closure Area:
N. Main St. between Myrtle St and Spruce St. (Thurs 6/29 3:00PM – 11:30PM)

Full Road Closure:
- "NO PARKING" signage to be placed along streets on Wednesday afternoon
- N. Main St. (Between Myrtle & Spruce)

Detour Route:
Northbound Detour:
- Left on Spruce St.
- Right on N. River St.
- Right on Myrtle St.
- Left back onto N. Main St.

Southbound Detour:
- Right on Myrtle St.
- Left on N. River St.
- Left on Spruce St.
- Right back onto N. Main St.
Sheeptown Drag Race – Traffic Control Plan

Northbound Road Closure / Detour
Signage & Equipment
Sheeptown Drag Race – Traffic Control Plan

South side Road Closure / Detour
Signage & Equipment Detail
Sheeptown Drag Race – Traffic Control Plan

North side Road Closure / Detour
Signage & Equipment Detail
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGLIGIBLY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Sportsinsurance.com Inc./SSEI

P.O. Box 1155

Lake Placid, NY 12946

CONTACT NAME: Contact Name

PHONE: 866-389-4763

FAX: 866-467-6770

EMAIL: info@sportsinsurance.com

INSURED

Mountain Sports International, Inc.

1435 South State Street

Salt Lake City, UT, 84115

INSURER A: Atlantic Specialty Insurance Company

NAIC #: 27154

COVERAGE


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADJUSTER</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A GENERAL LIABILITY</td>
<td>Y Y</td>
<td>GL02480-05</td>
<td>12/17/2015 12/17/2016</td>
<td>EXCEPT OCCUR</td>
</tr>
<tr>
<td>X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR</td>
<td>EACH OCCURRENCE 1,000,000</td>
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<tr>
<td>X INCLUDES ATHLETIC PARTICIPANTS</td>
<td>FIRE DAMAGE (Any one fire) 300,000</td>
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<td>GEN AGGREGATE LIMIT APPLIES PER</td>
<td>MED EXP (Any one person) EXCLUDED</td>
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<td>X POLICY PROCT LOC</td>
<td>PERSONAL &amp; ADJ INJURY 1,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>GENERAL aggregated 2,000,000</td>
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<td>PRODUCTS - COMPO AGR 2,000,000</td>
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<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>A UMBRELLA LIABILITY</td>
<td>X OCCUR</td>
<td>EX0132-17-02</td>
<td>12/17/2015 12/17/2016</td>
<td>EXCEPT OCCUR</td>
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<tr>
<td>X EXCESS LIABILITY CLAIMS-MADE</td>
<td>EACH OCCURRENCE 10,000,000</td>
<td></td>
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<td></td>
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<tr>
<td>X DEDUCTIBLE RETENTION</td>
<td>AGGREGATE 10,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEARING CORPORATION AND EMPLOYEE'S LIABILITY ANY PERSON IN WHOM EXECUTIVE OFFICER IS DIRECTLY OR INDIRECTLY 1/00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>If yes, describe under SPECIAL PROVISIONS below</td>
<td>LIMITS EXCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.L. EACH ACCIDENT</td>
<td>E.L. DISEASE - E.A. EMPLOYEE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A OTHER LIQUOR LIABILITY</td>
<td>Y GL02480-05</td>
<td>12/17/2015 12/17/2016</td>
<td>COMBINED SINGLE LIMIT 1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 194, Additional Remarks Schedule, if more space is required)

Liability Policy Deductible: $0.00 per each bodily injury or property damage claim. ISO Occurrence form CG 00 04 01 13 and company's specific forms.

Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional insured with only with respect to the Operations of the insured during the coverage period.

The certificate holder was added EFFECTIVE as of 04/29/16

CERTIFICATE HOLDER

City of Hailey

115 S Main St

Hailey, ID, 83333

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark DiPerno

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The ACORD name and logo are registered marks of ACORD.
June 08, 2017

Mountain Sports International, Inc.
Seth Delorey
1435 South State Street
Salt Lake City, UT 84115

RE: Sheepstown Drag Race

Dear Seth:

This letter is to inform you that your request for use of State Highways for a special event has been approved. Enclosed is the agreement for the Sheepstown Drag Race June 29, 2017, on SH-75 from milepost 116.839 (Spruce Street) to milepost 116.916 (Myrtle Street).

Traffic control should be in conformance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES as adopted by the Idaho Transportation Department and or manned by uniformed police officers.

While your participants are on the State Highway System, we request that they follow State of Idaho Bicycle Laws (Title 49, Idaho State Code) and obey all traffic control devices along their route.

We are returning a signed/approved copy of the agreement to you. If you have any questions please call me at 886-7839. Good luck with your event.

Sincerely,
Idaho Transportation Department

DEB PIERSON
D-4, Permit Coordinator
ITD Permit # 04-17-246
Route SH75 MP 116.839-116.916

Before your event you must:

1. Accept the terms and contents of this permit including attachments.
2. Send an email to ITD maintenance foreman notifying him of your event.
3. Receive an email confirmation from ITD maintenance foreman.

When your event has concluded you must:

1. Send an email to ITD maintenance foreman notifying him of your event completion.
2. Receive an email from ITD maintenance foreman. (Event review may be requested)

ITD Maintenance Foreman Contact Information

Brad Lynch, Hailey (208-788-3365 or Cell: 208-309-2227) brad.lynch@itd.idaho.gov

Permit Compliance Checklist (for ITD Use Only)

☐ Yes ☐ No did permittee email foreman giving notification of event?

☐ Yes ☐ No did permittee email foreman notifying him of event completion?

Event Review --- Complications? ☐ Yes ☐ No (If yes describe below)

_________________________________________________________________

Idaho Transportation Department Authorized Representatives’ Signature  Date

X

---270---

Rev. 7/2016
AGREEMENT FOR A SPECIAL EVENT
ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this 23rd day of May 2017 (year), by and between the Idaho Transportation Department, hereafter called the "Department," and Mountain Sports International, Inc., whose address is: 1435 S. State Street Salt Lake City, UT 84115 and phone number is: 508-414-9150, hereafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a Bike Race event called the Sheeptown Drag Race, Located in Hailey, ID, (parade, bike race, etc.)

(Name of event) (County and/or City)

on SH-75 (N. Main Street) from Milepost 116.839 to Milepost 116.916 (Highway name or designation)

on the following date(s) Thursday, June 29 and during these times from 3:00 PM to 11:30 PM .

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the parties do hereby mutually agree as follows:

SECTION I: THE SPONSOR SHALL:

Prior to completion of this agreement:

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department.

Contact the appropriate District or Headquarters Traffic section for further assistance in determining the minimum insurance coverage required for all events.

Evidence Of Insurance.

All insurers shall have a Best’s rating of A+ or better and be licensed and admitted in Idaho. Prior to use of state highways, Sponsor shall furnish the State of Idaho with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not as contributing or excess coverage to any coverage the State of Idaho may choose to maintain. The policies shall cover any claims that may arise out of, or result from the Sponsor’s operations under the Agreement, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone including event participants, for whose acts any of them may be liable.

- All certificates shall provide for (30) day’s written notice to the State of Idaho prior to cancellation or material change of any insurance referred to therein.
• All policies, except Workers compensation, shall name the State of Idaho, Idaho Department of Transportation as additional insured.
• All policies shall contain waiver of subrogation against the State of Idaho.
• Failure of the State of Idaho to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the State of Idaho to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance.
• Failure to maintain the required insurance may result in termination of this contract at the State of Idaho’s option.

Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. (Insert Organization name; i.e. XYZ, Inc., DBA XYZ Sports) as sponsor is not an officer, employee or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.

Indemnification

(Insert Organization name; i.e. XYZ, Inc., DBA XYZ Sports) shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney’s fees, costs caused by or arising out of or relating to the activities of (insert Organization name; i.e. XYZ Sports) or its officers, employees, subcontractors, or agents under the (insert name of agreement; i.e. XYZ Classic Bike Race) Agreement, or arising from (insert name of organization; i.e. XYZ Sports), its officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of (insert name of organization; i.e. XYZ Sports), its agents, officers, volunteers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Agreement.

Required Insurance Coverage

(Insert organization name; i.e. XYZ Sports) shall obtain and keep in force during the term of this contract, insurance of the types and in the amounts described below.

• Commercial General and Umbrella Liability Insurance. (Insert organization name; i.e. XYZ Sports) shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall not be less than $1,000,000.

• Automobile Liability Insurance, if applicable, covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than $1,000,000.

• Workers’ Compensation. Where required by law, sponsor shall maintain all statutorily required coverage including Employer’s Liability at minimum limits of $100,000/$500,000/$100,000.

No Representation of Coverage Adequacy.

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will
necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor's liability under the indemnities granted to the State of Idaho in this contract.

Release the State from Liability

The Sponsor will have all participants sign a general "release from liability" form. If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.

All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy A-12-02, "Special Events on State Highways."

Exemptions -- Insurance Requirements

If the all parties to this agreement are agencies of the State of Idaho insured through the Department of Administration, Office of Insurance Management (Risk Management), the sponsoring state agency shall be exempt from the insurance and indemnity requirements of Section I. The exemption shall cease immediately in the event the sponsoring state agency ceases to be insured through the State of Idaho, Department of Administration, Office of Insurance Management.

File a Traffic Control Plan

The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at _______________ on _______________ (at least a week prior to the event) for a traffic control briefing.

Appoint a "Liaison" Officer

Herein named Seth Delorey, Mountain Sports International Inc. name

1435 S. State Street Salt Lake City, UT 84115 address (508)414-9150 phone

The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor.

During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall
attempt to notify the Department immediately and make any necessary modifications within the
guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this agreement:

Approve the Traffic Control Plan or notify the Sponsor of any traffic control plan deficiencies as
soon as possible.

Approve the Insurance policy requirements or notify the Sponsor of any deficiencies as soon as
possible.

If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans
can be made.

If there is reason to believe an illegal (non-approved) event will be held, law enforcement
agencies with jurisdiction in the area of the special event shall be advised in writing by the
Department to document notification.

Grant Written Permission.

Herein signified by completion of this agreement, after the Department is satisfied that all
interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer
(Operations) shall approve inter-district events. The Overlegal Permits Section will be notified
by the issuing Department of approved events to determine if event vehicles need a Special
Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor: Seth Delorey
Representing: Mountain Sports International, Inc.

(Sponsor/Authorized Representative) (Phone Number) Date: 5/24/17

(508)344-9150

Subject to all terms, conditions, and provisions of this agreement or attachments, permission is hereby
granted.

IDAHO TRANSPORTATION DEPARTMENT

By: Jordan Holland (Authorized Representative) Date: 6/5/17
HOLD HARMLESS RELEASE

Mountain Sports International, Inc. (Sponsor) proposing to conduct an event called Sheeptown Drag Race on State Highways, do hereby indemnify, save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is the subject of this agreement.

Seth Delorey  
Sponsor  

5/24/17  
Date
GENERAL RELEASE

I, ___________________________ (herein referred to as "Participant")
(Print Name)

being of lawful age, and in consideration of participating in the

___________________________, on __________________________
(Name of Activity)          (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

_________________________          __________________________
(Participant)                    (Date)
GENERAL RELEASE  
(for a Minor)

We __________________________ and __________________________,  
(Print Name)  (Print Name) 
husband and wife (herein referred to as "Parents") as parents (or legal guardians) of  
"Minor")  
(Print Name) 
in consideration of participating in the  
______________________________ on  
(Name of Activity)  (Date) 
do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials and employees from and against all liability to the Minor, his/her legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Minor or resulting in the death of Minor, arising out of or the result of participation in the above named activity.

Parents agree to indemnify and defend the State of Idaho, the Idaho Transportation Department, and its agencies, officials and employees from and against all claims, demands or suits that the Minor has or may have, either before or after he/she has reached majority.

Parents certify that they have carefully read all of the above provisions, and know and understand the contents and sign this General Release of their own free act.

__________________________  __________________________  
(Parent)  (Date) 

__________________________  __________________________  
(Parent)  (Date)
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 6/20/17   DEPARTMENT: PW   DEPT. HEAD SIGNATURE: MM/SC

SUBJECT:
Recommendation for approval to hold the 7th annual Hailey Skate Board Competition, a special event, on Saturday, June 24th, 2017 from 9:00 a.m.-4:00 p.m. at the Hailey Skate Park, and authorization for the Mayor to sign the special event decision. with Resolution 2017-064

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Hailey Skate Board Competition will be Saturday, June 24th, 2017 from 9:00 a.m.-4:00 p.m. at the Hailey Skate Park. This year will be the 7th annual Skate Board Competition event in Hailey.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)
☐ City Administrator  ☐ Library  ☐ Benefits Committee
☐ City Attorney  ☐ Mayor  ☐ Streets
☐ City Clerk  ☐ Planning  ☐ Treasurer
☐ Building  ☐ Police  ☐
☐ Engineer  ☐ Public Works, Parks  ☐
☐ Fire Dept.  ☐ P & Z Commission  ☐

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation for approval to hold the 7th annual Hailey Skate Board Competition, a special event, on Saturday, June 24th, 2017 from 9:00 a.m.-4:00 p.m. at the Hailey Skate Park, and authorization for the Mayor to sign the special event decision. with Resolution 2017-064

ACTION OF THE CITY COUNCIL:
Date __________

City Clerk __________

FOLLOW-UP:
*Ord./Res./Agrmnt./Order Originals: Record __________
*Additional/Exceptional Originals to: __________
Copies (all info.): __________
Copies (AIS only) __________
CITY OF HAILEY
RESOLUTION NO. 2017-064

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A SPECIAL EVENT AT HAILEY SKATE PARK FOR HAILEY
CHAMBER OF COMMERCE TO HOLD THE SKATE BOARD COMPETITION
SATURDAY JUNE, 24th, 9:00 A.M. TO 4:00 P.M.

WHEREAS, the City of Hailey desires to enter into an agreement with Hailey Chamber of Commerce under which the City of Hailey and Hailey Chamber of Commerce intend to hold the Skate Board Competition at the Hailey Skate Park.

WHEREAS, the City of Hailey and Hailey Chamber of Commerce have agreed to the terms and conditions of the Special Event 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 Special Event Agreement between the City of Hailey and Hailey Chamber of Commerce and that the Mayor is authorized to execute the attached Agreement,

Passed this 20th day of June, 2017.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey Skate Board Competition (Saturday, June 24th, 2017 from 9:00 a.m. to 4:00 p.m.), plus specified set up and teardown time) ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 20th day of June, 2017.

APPLICANT:

By: ______________________________

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

CITY OF HAILEY:

By: ______________________________

Fritz Haemmerle, its Mayor

ATTEST:

______________________________
Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/00)

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DECISION

Based on the Application for a Special Event Permit for the Hailey Skate Board Competition, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

Additional Conditions

a. None

DATED this 20th day of June, 2017.

CITY OF HAILEY

By: ___________________________
Fritz Hammerle, its Mayor

ATTEST:

_______________________________
Mary Cone, City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: **Hailey Skateboard Competition**

LOCATION FOR EVENT (Be specific i.e. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.W.):
- ☐ Public Property
- ☐ Private Property
- **Hailey Skate Park**

I. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start Time: 9:00</td>
<td>End Time: 4:00</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td>Date(s) of Set-up/Tear-down</td>
<td>Hours</td>
<td>Estimated # Staff</td>
</tr>
<tr>
<td></td>
<td>Start Time: 7:00</td>
<td>End Time: 5:00</td>
</tr>
</tbody>
</table>

II. FEES

Special Event Permit Application Fee $125 ☐ Exempt 200
Per Day Park Rental Fee $300 ☐
Events that meet **both of the following criteria** may be exempted from Park Rental Fee by resolution of the City Council:
- ☑ Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.
- ☑ Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% ☐ ____________

TOTAL DUE

III. ORGANIZATION INFORMATION

Sponsoring Organization: **Hailey Chamber of Commerce**

Applicant’s Name: **Lamar WATERS** Title: Organizer

Address: P.O. Box 187 City: Hailey State: ID Zip: 83333

Telephone Home: 208-720-3914 Mobile: [ ] FAX: [ ]

Applicant Driver’s License #: [ ] Email: [ ]

IV. EVENT INFORMATION

New Event: Yes ☒ No ☐ Annual Event: Yes ☒ No ☐ Years Operating: 7

Event Category: ☐ Commercial ☐ Noncommercial

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

Description of Event: **Skateboard Competition**

V. INSURANCE REQUIREMENTS

A COMPREHENSIVE GENERAL LIABILITY insurance policy must be maintained with coverage of not less than $1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application. The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: [ ] Agent Name: [ ] Phone: [ ]

Updated: 11/21/2016

(Attach any additional pages as needed)

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## SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)*

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>Street Closures &amp; Access / Parade (if yes)</td>
<td>X</td>
<td></td>
<td>Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -</td>
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<tr>
<td></td>
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<td>- Street Closure for Special Event Application and detailed map listing areas of closure are required. An ITD permit and separate City form is required for Main Street Closures.</td>
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<td>Food/Beverages (Caterers) Please List:</td>
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<td>- Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
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<td></td>
<td>Booths: Profit / Non-Profit</td>
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<td></td>
<td></td>
<td>Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
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<td></td>
<td>Vendors (Items sold/ Solicitation) Please list:</td>
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<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $45/hr. per officer. Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
<td></td>
<td></td>
<td>Vendors (Items sold/ Solicitation) Please list: Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes 10x10</td>
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<tr>
<td></td>
<td></td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $45/hr. per officer. Electricity / Generators: Size: Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size &amp; type. Applicant will be charged $35/hr. for EMS Standby.</td>
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<td>Signs or Banners *A separate application and fee are required for street banners.</td>
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<td>Electricity / Generators: Size: Small Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size &amp; type.</td>
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<td>ADA Regular Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600 Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
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<tr>
<td><strong>Applicant</strong> will be charged $35/hr. for EMS Standby.</td>
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<td><strong>Sanitation:</strong> Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people)</td>
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<td><strong>Amplified Sound</strong>—(90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</td>
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<td>(Please contact Clear Creek Disposal for ordering: 208-726-9600)</td>
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<td><strong>Overnight Camping</strong></td>
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<td>Please see City for designated areas.</td>
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<td><strong>Water:</strong> Drinking / Washing</td>
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<td><strong>Lighting:</strong> please attach plan if applicable.</td>
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<td><strong>Open flame or flame producing devices</strong></td>
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<td><strong>Overnight Camping</strong></td>
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<td><strong>Gray Water Barrel / Grease Barrel</strong></td>
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<tr>
<td>Stages: (Number and Size(s))</td>
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</table>

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and harmless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature: ___________  Date: 5-30-17
AMPLIFIED SOUND PERMIT APPLICATION

Instructions:
Fill in the details on the application return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event. It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the event's amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event; however, an Amplified Sound Permit may be required. Please contact the Community Development Assistant, Robyn Davis, at 208-788-9815 x27 to help determine the requirements for your event.

Applicable Requirements: There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be $25.00 per visit. The allowable sound decibel level is – (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.

Name of Applicant: Lamar Waters
Phone: 208-720-3914

Address of Applicant: PO BOX 1287, Hailey 83333

Type of Event: Skateboard Competition

Location of Event: Hailey Skatepark

Date of Event: 6-24-2017
Number of People Expected: 250

Time of Amplification: From 10:00 am to 4:00 pm

By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them. In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: Lamar Waters
Date: 6/17/17

When signed by the Police Chief or designee, a copy of the signed application will be your permit.

Chief of Police, or designee Signature: Date: 6/17/17

☐ Permit Approved
☐ Not Approved (check reason below)
☐ Use of the equipment would constitute a detriment to traffic safety;
☐ The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;
☐ The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community;
☐ The applicant would violate the provisions of this Code or any other law.
NOTIFICATION OF AMPHIFIED SOUND EVENT

I, [Name of Applicant] of [Address of event]

intend to hold an event with amplified sound on [Date], between the hours of [Time]

I have completed an application to the City of Hailey for an Amplified Sound Permit and as part of the permit process, residents and businesses in the immediate area that may be affected by this event are to be advised in advance that there will be amplified sound on the dates and times set forth above.

If the amplification is too loud, it is requested you contact me directly at [Phone number at event] so that I may correct the decibel level of the sound.

Thank you for your cooperation.

Signature: [Signature] Date: [Date]

---

NOTIFICATION OF AMPHIFIED SOUND EVENT

I, [Name of Applicant] of [Address of event]

intend to hold an event with amplified sound on [Date], between the hours of [Time]

I have completed an application to the City of Hailey for an Amplified Sound Permit and as part of the permit process, residents and businesses in the immediate area that may be affected by this event are to be advised in advance that there will be amplified sound on the dates and times set forth above.

If the amplification is too loud, it is requested you contact me directly at [Phone number at event] so that I may correct the decibel level of the sound.

Thank you for your cooperation.

Signature: [Signature] Date: [Date]
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/16 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: MM/SC

SUBJECT: Resolution 2017-  authorizing execution of a Special Event Proprietary Agreement with the Wood River Land Trust (WRLT) for Riverfest at Lions Park on July 4, 2017.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Wood River Land Trust would like to hold Riverfest for the third year. This event will be on July 4th from 1:00 pm until 5:00 pm and take place at Lions Park. This family-friendly event will include live music, food, games and tours of the preserve.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☒ City Administrator ☐ 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:
Resolution 2017-  authorizing execution of a Special Event Proprietary Agreement with the Wood River Land Trust (WRLT) for Riverfest at Lions Park on July 4, 2017.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date

City Clerk

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: Copies (all info.): Copies (AIS only)
Instrument #
CITY OF HAILEY
RESOLUTION NO. 2017-065

RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A SPECIAL EVENT AGREEMENT WITH WOOD RIVER LAND
TRUST / RIVERFEST AT LIONS PARK

WHEREAS, the City of Hailey desires to enter into an Agreement with Wood River
Land Trust allowing use of Lions Park for RiverFest on July 4, 2017.

WHEREAS, the City of Hailey and Wood River Land Trust have agreed to the terms and
conditions of the Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement between the City
of Hailey and Wood River Land Trust and that the Mayor is authorized to execute the attached
Agreement,

Passed this 20th day of June, 2017.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
DECISION

Based on the Application for a Special Event Permit for RiverFest, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

Additional Conditions

a. None

DATED this 20th day of June, 2017.

CITY OF HAILEY

By: ________________________________
    Fritz Haemmerle, its Mayor

ATTEST:

_______________________________
    Mary Cone, City Clerk
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for RiverFest (Tuesday, July 4th, 2017 from 1:00 p.m. to 5:00 p.m.), plus specified set up and teardown time) ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 20th day of June, 2017.

APPLICANT:

By: ______________________________

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

CITY OF HAILEY:

By: ______________________________

Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk
SPECIAL EVENT PROPRIETARY AGREEMENT

EVENT NAME: Wood River Land Trust's RiverFest

LOCATION FOR EVENT (Be specific i.e., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
☐ Public Property ☐ Private Property
Draper Wood River Preserve and Lions Park

I. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council. Please submit your modification requests in writing and attach to your application.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>JULY 4, 2017</td>
<td>Start Time: 1:00 am  End Time: 5:00 pm</td>
<td>All Day: 3,000</td>
</tr>
<tr>
<td>Date(s) of Set-up/Tear-down</td>
<td>Hours</td>
<td></td>
</tr>
<tr>
<td>JULY 3 - 4TH</td>
<td>Start Time: 7:30 am  End Time: 7:15 pm</td>
<td>Estimated # Staff 9</td>
</tr>
</tbody>
</table>

II. FEES

Special Event Permit Application Fee $125

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
☐ Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.
☒ Promoted locally and regionally within the state and the northwest.

Per Day Park Rental Fee $200

Tax (on park rental fees only) 6%

TOTAL DUE

III. ORGANIZATION INFORMATION

Sponsoring Organization: Wood River Land Trust

Applicant's Name: Mike McKenna
Title: Community Outreach Coordinator
Address: 119 E. Bullion St.
City: Hailey
State: ID
Zip: 83333
Telephone Home: 208-788-3947
Mobile: 760-714-1979
Fax: 208-788-5991

Applicant Driver's License #: FA112619C
Email: mmckenna@woodriverlandtrust.org

Federal Tax #: 82-0474191
State Tax #: CL067311

IV. EVENT INFORMATION

New Event: Yes ☒ No ☐ Annual Event: Yes ☒ No ☐ Years Operating 3

Event Category: ☐ Commercial ☒ Noncommercial

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

Description of Event: A Free, Family-Friendly event including live music, food vendors, games and prizes.

Additional Details: Approximately 12-15 local businesses and non-profits will help.

V. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than $1,000,000,000 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application. The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall cause for immediate termination of the application.

Insurance Company: Bisnett Insurance
Agent Name: Betty Urban
Phone: 208-726-8866

Updated: 1/24/2017

(Attach any additional pages as needed)
HOLD HARMLESS CAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of or use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td>Street Closures &amp; Access / Parade (if yes)</td>
<td></td>
<td></td>
<td>Alcohol Served: (Free of Charge)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</td>
<td></td>
<td></td>
<td>Provider - Mahoney’s Bar &amp; Gr. 11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
<td></td>
<td></td>
<td>Alcohol Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Barricades If yes, please include a logistics map.</td>
<td></td>
<td></td>
<td>Provider - Mahoney’s Bar &amp; Gr. 11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.)</td>
<td></td>
<td></td>
<td>Food/Beverages (Caterers) Please List:</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>Electricity / Generators: Please check no if you are providing your own. Size:</td>
<td></td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical Services (Circle) (EMT - Standby) (or) Ambulance</td>
<td></td>
<td></td>
<td>Booths: Profit/Non-Profit</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>*Determination of EMS services is dependent on event size &amp; type.</td>
<td></td>
<td></td>
<td>Vendors (Items sold/ Solicitation) Please list:</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>Overnight Camping Please see City for designated areas.</td>
<td></td>
<td></td>
<td>Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Open flame or flame producing devices</td>
<td></td>
<td></td>
<td>Sizes ____________________________</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>Lighting: please attach plan if applicable.</td>
<td></td>
<td></td>
<td>Signs or Banners</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADA Regular</td>
<td></td>
<td></td>
<td>Water: Drinking/Washing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people)</td>
<td></td>
<td></td>
<td>Stages: (Number and Size(s))</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>Gray Water Barrel / Grease Barrel (circle/detail # and locations)</td>
<td></td>
<td></td>
<td>I = 50 x 16'</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people)</td>
<td></td>
<td></td>
<td># #</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>Amplified Sound Permit</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer’s Signature: ___________________________________________ Date: 3/31/17
AMPLIFIED SOUND PERMIT APPLICATION

Instructions:
Fill in the details on the application return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event. It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the events amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event, however, an Amplified Sound Permit maybe required. Please contact the Special Events Administrator, Kristine Hilt, at 208-788-9815 x27 to help determine the requirements for your event.

Applicable Requirements: There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be $25.00 per visit. The allowable sound decibel level is - (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.

Name of Applicant: Wood River Land Trust  Phone: 208-788-3947
Address of Applicant: 119. E. Bullion St. Hailey, ID 83337
Type of Event: Free Family Festival
Location of Event: Lions Park and Draper Wood River Preserve
Date of Event: July 4, 2017 Number of People Expected: 3,600
Time of Amplification: From 7:00 am to 10:00 pm

By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them. In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: ___________________________ Date: 3/31/17

When signed by the Police Chief or designee, a copy of the signed application will be your permit.

Chief of Police, or designee Signature: ___________________________ Date: __________

☐ Permit Approved (For City Use Only)
☐ Not Approved (check reason below)
☐ Use of the equipment would constitute a detriment to traffic safety;
☐ The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;
☐ The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community;
☐ The applicant would violate the provisions of this Code or any other law.
NOTIFICATION OF AMPLIFIED SOUND EVENT

I, Mike McKenna, of Lions Park

(Name of Applicant) (Address of event)

intend to hold an event with amplified sound on July 4, 2017, between the hours of 7:00 am and 9:00 pm.

(from) (to)

I have completed an application to the City of Hailey for an Amplified Sound Permit and as part of the permit process, residents and businesses in the immediate area that may be affected by this event are to be advised in advance that there will be amplified sound on the dates and times set forth above.

If the amplification is too loud, it is requested you contact me directly at 760-914-1877

(Phone number at event)

so that I may correct the decibel level of the sound.

Thank you for your cooperation.

Signature: ___________________________ Date: 3/31/17

NOTIFICATION OF AMPLIFIED SOUND EVENT

I, ___________________________, of ___________________________

(Name of Applicant) (Address of event)

intend to hold an event with amplified sound on ___________________________, between the hours of ___________________________

(from) (to)

I have completed an application to the City of Hailey for an Amplified Sound Permit and as part of the permit process, residents and businesses in the immediate area that may be affected by this event are to be advised in advance that there will be amplified sound on the dates and times set forth above.

If the amplification is too loud, it is requested you contact me directly at ___________________________

(Phone number at event)

so that I may correct the decibel level of the sound.

Thank you for your cooperation.

Signature: ___________________________ Date: ________________

Updated on 5/15/2017
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bissett Insurance
631 2nd St E, STE C103
PO Box 5567
Ketchum, ID 83340

INSURED
Wood River Land Trust
119 E Bullion St
Hailey, ID 83333

CONTACT
Betty Urbany
PHONE: (208) 726-3866
FAX: (208) 726-6491
EMAIL: buz@bissett.com

INSURER A: Philadelphia Insurance Comp

COVERAGE: CERTIFICATE NUMBER: C1176504344

REVOLUTION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURANCE TYPE</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>ZV11727</td>
<td>EACH OCCURRENCE: 5, 100,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</td>
<td></td>
<td>Certificate Holder is Named Additional Insured. River Fest 2017</td>
<td></td>
</tr>
</tbody>
</table>

CERTIFICATE HOLDER: City of Hailey
Box 945
Hailey, ID 83333

CANCELLATION

AUTHORIZED REPRESENTATIVE: Betty Urbany/BU

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 06/20/17  DEPARTMENT: Clerk's Office   DEPT. HEAD SIGNATURE  M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on June 05, 2017 and to suspend reading of them.

AUTHORITY: ☐ ID Code 74-205  ☐ IAR _______  ☐ City Ordinance/Code _______

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _______ YTD Line Item Balance $ _______

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

☐ City Attorney  ☑ City Clerk  ☐ Engineer  ☐ Mayor
☐ P & Z Commission  ☐ Parks & Lands Board  ☐ Public Works  ☐ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:
MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD JUNE 5, 2017
IN THE HAILEY TOWN CENTER MEETING ROOM

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

5:31:51 PM call to order by Mayor Haemmerle

5:32:05 PM Burke moves to amend the agenda adding items CA 201 and PH 213 seconded by Cooley, motion passed unanimously.

Open Session for Public Comments:

No comments

CONSENT AGENDA:

<table>
<thead>
<tr>
<th>Motion</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA 186</td>
<td>Motion to change the next regular meeting from June 19th to Tuesday June 20th, 2017</td>
</tr>
<tr>
<td>CA 187</td>
<td>Motion to approve Resolution 2017-049, entering the Canvassed election results from May 16, 2017 into our minutes</td>
</tr>
<tr>
<td>CA 188</td>
<td>Motion to approve Resolution 2017-050, authorizing the mayor to sign an Interagency Fire Agreement with BLM and US Forest Service</td>
</tr>
<tr>
<td>CA 189</td>
<td>Motion to approve Idaho Department of Lands Grant application for wildland Personal Protective Equipment (PPE), if awarded this grant we would receive $11,925 and have a 10% match of $1,325 required</td>
</tr>
<tr>
<td>CA 190</td>
<td>Motion to ratify application for FY 2018 Idaho Emergency Medical Services (EMS) Account III Grant</td>
</tr>
<tr>
<td>CA 191</td>
<td>Motion to approve Resolution 2017-059 grant from Idaho Commission for Libraries Summer STEM program award of $500</td>
</tr>
<tr>
<td>CA 192</td>
<td>Motion to approve Resolution 2017-060 grant from Idaho STEM Action Center for Discover Drones award and authorize Library Director to sign agreement</td>
</tr>
<tr>
<td>CA 193</td>
<td>Motion to approve Resolution 2017-054, authorizing the mayor to sign an agreement with Northridge Homeowners Association which allows a city parcel to be irrigated at the city's expense with the Northridge HOA's previously installed irrigation system</td>
</tr>
<tr>
<td>CA 194</td>
<td>Motion to accept low bid of $99,819 by Conrad Brothers of Idaho for the Street-Shop Salt Storage Shed Project, and motion to approve Notice of Award to Conrad Brothers of Idaho</td>
</tr>
<tr>
<td>CA 195</td>
<td>Motion to approve Resolution 2017 052, authorizing the mayor to sign a purchase order for a new end dump trailer for $47,935, with construction of the trailer per specifications within the purchase order</td>
</tr>
<tr>
<td>CA 196</td>
<td>Motion to adopt Resolution 2017-053, approving an agreement for a traffic markings project with Idaho Traffic Safety Inc. for Hailey roads costing $15,519.11 and authorizing the Mayor to sign</td>
</tr>
<tr>
<td>CA 197</td>
<td>Motion to adopt Resolution 2017-054, approving an agreement for a Crack Fill project with Imperial Asphalt for Hailey roads at a cost of $2,280 per ton and authorizing the Mayor to sign</td>
</tr>
<tr>
<td>CA 198</td>
<td>Motion to adopt Resolution 2017-055, approving an agreement for a painting parking lines and curb markings project with Imperial Asphalt for Hailey roads at an estimated cost of $5,146 and authorizing the Mayor to sign</td>
</tr>
<tr>
<td>CA 199</td>
<td>Motion to adopt Resolution 2017-056, approving an agreement for a seal coat and crack fill project with Imperial Asphalt for Hailey Wastewater Treatment Plant at a cost of $9,816.20 and authorizing the Mayor to sign</td>
</tr>
<tr>
<td>CA 200</td>
<td>Motion to approve Special Event Permit for SB Father's Day Bash on June 17, 2017, to be held on Carbonate Street, between Main Street and 1st Avenue, and on 1st Avenue, between Carbonate Street and Bullion Street</td>
</tr>
</tbody>
</table>

HAILEY CITY COUNCIL MINUTES
June 5, 2017
Motion to approve Special Event Permit for Team Mazda Subaru from June 16, 2017 to June 19, 2017, to be held at McKee Park.

Motion to approve a new alcohol license for Black Owl Coffee, contingent on receiving State and County Licenses and Police Chief approval.

Motion to declare Surplus Property with Resolution 2017-057, authorizing proper disposal or sale or destruction as authorized by our Records Retention Resolution (in the Street, Fire and Wastewater departments).

Motion to approve minutes of April 17, 2017 and to suspend reading of them.

Motion to approve minutes of May 11, 2017 and to suspend reading of them.

Motion to approve minutes of May 15, 2017 and to suspend reading of them.

Motion to ratify claims for expenses paid in May 2017.

Motion to approve claims for expenses incurred during the month of May, 2017, and claims for expenses due by contract in June, 2017.

5:33:07 PM Williamson pulls item CA 205.

Cooley CA 193, CA 194 and CA 195 for discussion

Mayor pulls CA 201

5:34:18 PM Burke moved to approve all consent agenda items minus CA 193 – CA 195, CA 201 and CA 205, seconded by Keirn, motion passed unanimously.

5:34:39 PM CA 193 Cooley, agreement with Northridge homeowners, well is leased to school district, thinks school district should pay for revegetation and ?. Williamson replies, Not sure what the arrangement is on the re-seeding it. Williamson explains this item and the purpose of watering and the agreement. Cooley asked if we are still responsible for irrigating this?

5:37:35 PM Haemmerle responds. Williamson focused on the Northridge re-seeding situation. Dawson comments, we can pull and explore comments from council.

5:38:50 PM Williamson suggests to pull this item and will get back to council.


5:40:21 PM Haemmerle asked to put these on next agenda with other bids received.

5:40:48 PM CA 201, Car sales special event Haemmerle opens this item for discussion. Mayor Haemmerle does not like this type of event, using our park as a pop up business, and then leave.

Haemmerle does not think we can do anything about this event, but he would like to see our special events ordinance revised to address this type of issue, it does not protect our local businesses.

5:44:14 PM Teevin comments, antique fares are different but agrees that we should examine this too?

Haemmerle feels that the antique shows are different.

Haemmerle asks staff if they will look into it? Burke agrees with Haemmerle.

HAILEY CITY COUNCIL MINUTES
June 5, 2017
5:45:55 PM Keirn moves to approve CA 201, seconded by Burke, motion passed unanimously.

CA 205 - 5:46:21 PM Williamson announced that the minutes were revised and handed out in the meeting to include a summary of the discussion leading up to Hennessey’s statement that he will construct the improvements instead of giving the money to the city to do them. These changes are at the end of the Quigley discussion, page 159 of packet just before NB 162.

5:47:09 PM Burke moves to approve revised minutes as presented, seconded by Cooley, motion passed.

MAYOR’S REMARKS:

No comments.

PROCLAMATIONS AND PRESENTATIONS:

None of these items were discussed in tonight’s meeting.

APPOINTMENTS AND AWARDS:

AA 212  Motion to approve Resolution 2017-058 appointing 2 council members to the Joint Board of the Fire JPA

5:49:38 PM Keirn moves to appoint Martha Burke and Pat Cooley to this board with terms expiring December 31, 2017, seconded by Teevin, motion passed unanimously.

PUBLIC HEARINGS:

PH 213  Airport Issues

5:50:27 PM Airport issues Chris Pomeroy presents to council. TO Engineers will be presenting on the bids received. Re-negotiation of bids 5:51:36 PM involves reconfiguration and change of scope? listen to this. Discussion ensued between Mayor Haemmerle and Pomeroy regarding the low bidder.

5:53:49 PM Pomeroy remarked about the New Business items, budget has been very challenging due to the AIP 43 grant, will discuss some options for flexibility for balancing. 5:54:57 PM Pomeroy AIP 43, construction of new air carrier apron to the west, impacted the access road, and the parking lot project. Estimates came back at $1.8 million for each project, engineer’s estimates were half of those bids. Trying to figure out how to make the low bidder options. 5:56:52 PM Burke, neither of these are FAA eligible projects. Pomeroy confirmed yes, that is correct. $1 million dollars received every year from FAA, and the airport’s match must equal 6.25% annually. With the bids coming in so high, we don’t have enough funds available to do these projects. 5:59:55 PM Keirn comments everyone wants to leave in the morning, the result it jams up in the terminal.

HAILEY CITY COUNCIL MINUTES
June 5, 2017

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6:01:20 PM Pomeroy mindset industry executions, trump doesn’t support privatization? Air traffic control system, private? Doesn’t mean a lot to us, we are contracted with FAA for air traffic control, we will be okay as long as funding continues. 6:03:45 PM Burke would like to hear from the FAA on this issue.

No public comments.

PH 214  Consideration of a Text Amendment Application by Economical Housing Solutions, LLC, to Title 17, Section 17.04G.050, Bulk Requirements, to Title 17, Section 17.05.040 District Use Matrix, Multi-Family Residential Density, and to Title 17, Section 17.09.040 On Site Parking Space Requirements. Proposed changes would create a housing district titled, Small Residential Overlay District, and would allow for a greater number of residential units in the Business Zone District, while retaining current bulk requirements and providing required parking. (Continued from 3/06/17, 4/17/2017 and continued from 5/15/17)

6:05:33 PM Horowitz handed out a letter that did not copy well in the packet. There have been 3 meetings, this is the 4th meeting on this topic. Changes to size and parking. Horowitz recaps the Planning and Zoning Commission meeting discussions, addressing community housing problem in this area. 1) Build apartments without design review, Planning and Zoning Commission did not feel this was right for Hailey 2) donated land is used 3) partner with housing non-profits — already been done — i.e. River St. Apartments 4) streamlined application process, feel we are efficient already 5) BCHA - building permit fees 6) reduce or eliminate parking requirements 7) allow ADU accessory dwelling units, looked at this but citizens did not like this, Planning and Zoning Commission would like to review this in fall but not in Townsite overlay. 7) density bonuses in PUD, not best tool. 8) multi-family zoning, this project/idea fits with this item 9) creating live/work zones, maybe revisit in the future 10) allow smaller units or tiny houses 11) reduce lot size 12) inclusionary housing has been struck down in Idaho 13) employee linkage, jobs and housing at same time, may not be legal 14) establish tax or incentives, needs to be allowed at state level 15) create dedicated funding source 16) increase required percentage 17) BCHA affordable housing overlay zone, may want to look at it in the future 18) unified development ordinances, code re-write 19) local housing fund.

6:15:30 PM These priorities were identified with the Planning and Zoning Commission, and creating the overlay district rose to the top priority.

Harry Griffith not available tonight.

6:16:23 PM Haemmerle points to page 206, spreadsheet, small units in Ketchum and Sun Valley, some discussion about what size apartments should be.

6:17:55 PM 6:17:56 PM Jim Warjone spoke with manager of the apartments, 1 bedrooms units at 700 sq ft.

6:18:27 PM Jim Laski presents for Warjone, speaks to size issue. Every dwelling unit should be no smaller than 120 sq ft. After the last meeting, they incorporated 4 different size units, small

HAILEY CITY COUNCIL MINUTES
June 5, 2017

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units not smaller than 200 sq ft? Number limitation, 25 units per project is workable from their perspective. Will incorporate snow removal in the parking plan. Another change, storage for bikes skis or other items, size yet to be determined as long as in the CUP process, we can have a designated spot for bikes. No issues with bathrooms or provisions. The size of this overlay was reduce based on recommendation from Planning and Zoning Commission. They want to proposed rental housing which is allowed by ordinance already. Extended stay hotels are currently allowed and that would only require 1 parking space per unit, but would have to renew every 30 days. That is the alternative. We are trying to make something that fits within the ordinance. Warjone is passionate about this project and here to answer any questions.

6:23:59 PM Haemmerle asked about the sizes. Warjone replies, disabled units on bottom floor, end units would be larger than middle units. They've done some experimenting with sizes.

6:25:21 PM What size units are you considering, Haemmerle asked. Warjone replies, 200 sq ft on bottom end and 300 at the top end, still have math to be done to figure out. Warjone wonders what the market will take. Most apartments in Hailey are done by PUD because they don't conform to the Zoning Ordinance. Some communities are building parking garages, i.e. Telluride, CO is doing this remarks Warjone.

6:29:21 PM Haemmerle asks a question. Warjone replies, Aspen, CO or Jackson, WY are having workshops to deal with this same topic (housing shortage). Warjone has been researching this issue for years.

6:30:42 PM Cooley talks about the size and wonders what it would look like. Warjone replies, this is a zoning request.

6:32:16 PM Keirn asks a question, if smallest unit is XXX Sq. Ft., Laski replies, that would not be consistent with the current zoning.

6:33:22 PM Cooley commented the most number of units could be 23, where is the storage? Warjone replies, expect onsite units which were lockable and some storage off hallway for some units. We would find storage in the design part of the project, Warjone replied. Back and forth on this discussion of storage between Warjone and Cooley. 6:38:15 PM Haemmerle reads from the ordinance, storage requirement for units smaller than 500 sq ft. Warjone responds.

6:39:50 PM Horowitz comments about the storage and CUP process, it will have to be addressed at that time. Further discussion about process and storage.

6:42:03 PM Teevin asks 2 questions. Is there a limit to people in units? Horowitz answered, not required by Planning and Zoning Commission. The onsite management, Jeff Englehardt, Planning and Zoning Commission member responds, they did not require manager onsite at Planning and Zoning Commission level. Haemmerle pg. 206, onsite management through CUP process. 6:44:44 PM Teevin asks, would change in zoning enable leasing units, price point right? Warjone replies, there are no comps in the area to compare this to but he did speak with Power Engineers, about $800 / unit with utilities included. Laski replies, if no one replies to this

HAILEY CITY COUNCIL MINUTES
June 5, 2017

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size, market will dictate size. Teevin is concerned if you combine the units, then the parking will be more than what is needed.

Public comments:

6:49:34 PM Gary Poole comments on the storage discussion. You have to get smarter to address storage needs. Combining furniture uses makes small units more efficient, edelweiss units. Poole has looked a job openings in local paper, many jobs are not being filled. At least this is a step in the right direction.

6:53:10 PM Doug Brown with Sun Valley Economic Development spoke to council. We have become a clearing house of ideas in the valley. There is no one else out there trying to build something affordable, besides Jim Warjone. People are sharing homes for affordability reasons. There is no place to rent at any price point. If it doesn’t work, it is Jim Warjone’s problem.

6:55:43 PM Haemmerle brings up the alternatives to this idea. Asks a question to Horowitz. Horowitz and Williamson reply.

6:57:42 PM Walt Denekas comments that Sun Valley Economic Development predicts that these apartments will be leased before finished. His sons would be all over this option. This is something that is necessary for this valley, get this thing moving.

6:59:07 PM Ben Varner resident on Calumet Way comments to council. Varner comments on the square footage of these units. Varner recaps sq ft of the units from the 2 past meetings, why are we still discussing this? Varner, we are still in the gutter with this topic, below 200 sq ft. Proposed ordinance still puts people in a shoebox. Let Planning and Zoning Commission figure this out? Lots of decisions left for the Conditional Use Permit (CUP) process, is this a good idea? Creates impression that can be flexible on requirements. Varner’s concerned and a committee should be formed to help with this, it seems rushed, and may create a 40-year problem. Let’s take the time to get this right. Whatever we do here will have ramifications later.

7:03:12 PM John Walker on Calumet Way, speaks to council. What is worst case scenario? Walker, this is a great opportunity, and a thoughtful one. There are multiple places where the snow gets moved around a lot, cars moved around to help snow removal. You have an opportunity to try something new. Walker is unable to find employees for his business either. Don’t like the fear based response to change. This man is looking to invest in our valley long term, not like a pop up car sale and skip town.

7:06:53 PM Len Harlig county resident comments, he doesn’t see his comments incorporated in the changes. Harlig is concerned about the CUP process. There is an opportunity to argue and dispute in the CUP process. If parameters are laid out upfront, public knows the requirement. If not, you could be setting up yourselves for lawsuits and arguments in the decision-making process. Flexibility causes disagreements with applicant and the decision-making body. There are problems with ordinance that you might want to reconsider. If you don’t specify above 200 sq ft, you could have all units at 201 sq ft. This overlay would be applicable to other projects too.

HAILEY CITY COUNCIL MINUTES
June 5, 2017
7:11:07 PM Walt Denekas speaks again. No one who raised the concerns about size, would be potential tenants. This is a negotiation process, we have a good Planning and Zoning Commission, and will be responsible, and trust them to negotiate these details. We need to move and move fast.

7:12:36 PM Haemmerle asks Jeff Englehardt a question about rental properties. Englehardt replies, they have one unit for rent right now. Looking at $400 - $500 per bedroom in Woodside.

7:13:59 PM Jeff Englehardt is in favor of this project, this model has been used in numerous cities. Warjone is pioneering this in Hailey and feels a need. This would allow new people to come into the valley and transition to another place in the valley. This is so new, scary for some folks.

7:15:35 PM Laski responds to public comments. To build an apt. now, must get a PUD. This overlay is their suggestion for the density that is called out in the comp plan. Hailey allows 168 sq ft already. Planning and Zoning Commission will look at the details, there is a list of subjective things in there, trust your Planning and Zoning Commission to move through this process.

Council deliberation.

7:17:44 PM Burke, we are all assuming that there is a plan. This is a fluid project dictated by too many parameters. Our issue here, does this concept have merit in our community? Do we think small rental units have merit in this community? One guy rents a house or apt, gets roommates to afford to live there. Not everyone wants a roommate, they want their privacy. The fluidity of this notion is being floated, he may not be able to do this, he may walk away. The question for us is, is this a reasonable concept? Extended stay hotels are our other option, already allowed by our ordinance. The size does not matter to us, we won't live there. This is an adventure, if we don't do this we will never know if this works. The other option is trailer parks. This issue will not go away. We are standing in the way, until we give the zoning we will not know.

7:26:49 PM Cooley comments that 30% of compact cars parking size is an unreasonable expectation here. Cooley likes 20% compact parking. Storage shall be provided, is broad, could happen, may need more specifics here. Can we stipulate 1 person per unit? Cooley would like to see this limitation. Pets would be a concern too. Let's move on this item.

7:29:19 PM Haemmerle onsite management part of the ordinance? Cooley is fine with the CUP process dictating the onsite management.

7:30:23 PM Keim is concerned with, "there shall be no limits to the number of units,". Potential Parking size limited to 20-25% compact car size parking spaces. We have more chances for creativity and for lawsuits. As written, Keim cannot support this.

7:32:30 PM Teevin is concerned with the no limits on the number of units language as does Keim. Would removing that language be a hindrance to Warjone? Haemmerle responds.

HAILEY CITY COUNCIL MINUTES
June 5, 2017
7:34:14 PM Horowitz comments also. Williamson weighs in, feels we need a maximum. Cooley comments, would like to remove the "open ended" language – would like to see a maximum number of units labeled.

7:36:18 PM Teevin’s second comment, is it appropriate to have a sunset clause to test this idea? Is this appropriate? Williamson comments, it is legal. One ramification though, if sunset clause happens during construction, then you have a non-conforming building. Horowitz suggests they could report back to council within a specific timeframe set by council.

7:38:38 PM Haemmerle, we are at a massive crossroads in the valley, housing busts and booms are cyclical in this valley. We need to do something in this valley to attract people, including millennials. We have had 220 sq ft units in the valley in the 1970’s, that have been useful. 120 sq ft needs to be changed, that is too small. Haemmerle agrees with Burke, we need to move forward in this town for this experiment. Haemmerle would like to see a number placed so all units are not 201 sq ft. If not this, then what if you shoot this down? What is your solution?

7:43:32 PM Cooley suggests setting a size right now. Haemmerle there are units in Ketchum are 220 sq ft right now. Keirn doesn’t want to see 4 blocks of high density.

7:45:44 PM Burke, you are forgetting that an investor must make the numbers work. We are dictating failure for any project.

7:47:05 PM Haemmerle restates Keirn’s concern.

Laski responds, Design Review still applies.

7:48:33 PM Teevin asks, if each unit is 125 sq ft, how many units can fit in the space.

Deliberation ensued regarding size. Cooley proposes to set some parameters before calling for the question.

Burke would like to hear what Horowitz and Williamson changed in the ordinance, asked Mayor Haemmerle.

7:53:32 PM Williamson the Comprehensive Plan addresses high density, council could extend the area broader. Williamson thinks this ordinance is based on the Comprehensive Plan, which aims to reduce concentration in a smaller area. Would like guidance on sizes, have an example of sizes possibly. Could create a CUP section tailored to these types of units. Want to get council feedback before moving forward.

7:55:58 PM Horowitz, smaller area feels like spot zoning. Planning and Zoning Commission shrunk the Overlay area in half.

7:56:54 PM Williamson do you want to set a maximum number of units per acre? Williamson thinks we should take one more try out of this.

HAILEY CITY COUNCIL MINUTES
June 5, 2017
Burke attempted to make point, fluid nature.

Deliberation continues.

Haemmerle asks if Warjone wants to continue to. Warjone comments, setting limits, removes opportunity. Warjone and Haemmerle deliberate. Warjone cannot provide housing if you (city) set the limits.

Burke, asks should we vote?

Teevin size is not an issue with her.

More deliberations.

Cooley makes a motion to continue this item to July 31, 2017 a special meeting, seconded by Keirn, motion passed unanimously.

**NEW BUSINESS:**

**NB 215 Consideration of Ordinance ____, reducing Building Permit and Floodplain Development Permit fees in flood-damaged areas**

Williamson asks to continue this item to the next meeting.

Burke moves to continue this to the next meeting, Cooley seconds, motion passed unanimously.

**NB 216 Consideration of amendment to the Ehrenberg annexation agreement**

Williamson covers this item. In 2007 this property was annexed, the City and Ehrenberg agreed to an annexation fee of $68,000 and extend a sidewalk on property. The City now has a request to amend the annexation agreement to a reduce fee of $6,659. Ehrenberg wants to make 12 installment payments for this amount. Some time ago Ehrenberg asked to remove the sidewalk request agreed to initially. Now, Ehrenberg has agreed to not pursue the sidewalk removal. Williamson has no problem amending the annexation agreement and to the reduced fee at this time. Williamson suggests to specify the exact dollar amount, revise the dollar amount paid monthly to $554.92.

Motion to approve Resolution 2017-061 the Amendment to the Ehrenberg Annexation Agreement made by Keirn, correcting to $554.92 per month payments, seconded by Cooley, motion passed with roll call vote. Keirn, yes. Burke, yes. Cooley, yes. Teevin, yes.

**NB 217 Discussion of City of Ketchum and Ketchum Fire District's Notice of Withdrawal from Blaine County Communications Dispatch contract**

HAILEY CITY COUNCIL MINUTES
June 5, 2017
8:25:57 PM Ketchum has issued a letter proposing that they will withdraw from dispatch. They have a concern about service at Smiley Creek, not sure why, because that is not their jurisdiction. Haemmerle called Larry Schoen, and Blaine County will attempt to find out what is concerning Ketchum and attempt to work with them.

OLD BUSINESS:

OB 218 3rd Reading of Ordinance No. 1212, amending the term of the 1% LOT for air service for an additional five (5) year term, beginning January 1, 2019

8:28:52 PM Cooley moves to approve Ordinance No. 1212 authorize the Mayor to sign, seconded by Keirn, motion passed unanimously.

8:29:43 PM Mayor Haemmerle conducted the 3rd Reading of Ordinance 1212, by title only.

OB 219 3rd Reading of Ordinance No. 1217 which amends certain sections of Hailey Municipal Code Title 13.04 regarding water and wastewater systems

8:30:48 PM Keirn moves to approve and authorize the Mayor to sign, Cooley seconds motion passed unanimously.

8:31:06 PM Mayor Haemmerle conducted the 3rd Reading of Ordinance No. 1217, by title only.

STAFF REPORTS:

8:32:01 PM Craig Aberbach gives update on the river flooding, there are 22 homes without power. Everyday taking a picture of same fire hydrant, when river is down, sometimes neighborhood water level is higher. We’ve been getting Arial photos from the county, showing waters flowing around homes. Arial vs projected, the slide shows blue is projected, orange is what actual water level was that day. Predictions have been off, homeowners are getting frustrated. There are many unknowns and variables. How do you prepare for the unknown?

8:35:58 PM Haemmerle comments to the incident command team, thanks for your efforts to date. Aberbach, residents are having a hard time. Wish we could do more for the neighbors, Aberbach replied.

8:38:09 PM Dawson announced that Joan Davies is receiving an award from the Idaho Historical Society tonight in Boise, it is their highest honor given. The Episcopal Church is on the national registry. Library making the outdoor space for the summer at the west side of city hall. Mayor Haemmerle asks about the name of the Baptist church, is it right? Dawson commented yes it is.

8:41:58 PM Keirn moves to adjourn meeting with no further business, seconded by Cooley, motion passed unanimously.

HAILEY CITY COUNCIL MINUTES
June 5, 2017
AGENDA ITEM SUMMARY

DATE 6/12/2017 DEPARTMENT: Finance & Records  DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of May, 2017.

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

BACKGROUND:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item #  YTD Line Item Balance $

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review report's, ask questions about expenses and procedures, ratify claims for payment.

FOLLOW UP NOTES:

---311---
City of Hailey

Unpaid Invoice Report - MARY'S APPROVAL

Posting period: 09/17

Jun 12, 2017 09:42AM

Report Criteria:
Vendor: Vendor Number = 1240

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Total 1240 WILLIAMSON LAW OFFICES, PLLC:

6,540.00        6,540.00

Total:

6,540.00        6,540.00

Grand Totals:

6,540.00        6,540.00

Summary by General Ledger Account Number

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Grand Totals:

6,540.00          .00    6,540.00

Summary by General Ledger Posting Period

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Return to Agenda
AGENDA ITEM SUMMARY

DATE 6/20/2017 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of May 2017 that are set to be paid by contract for June 2017.

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

BACKGROUND:

Claims are processed for approval three times per month under the following procedure:

1. Invoices received, approved and coded to budget by Department Head.
2. Invoice entry into data base by finance department.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _______ YTD Line Item Balance $ _______

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review report's, ask questions about expenses and procedures, approve claims for payment.

FOLLOW UP NOTES:

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50384 BROCKWAY ENGINEERING PLLC

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6051 CENTURY LINK

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5361 CENTURY LINK - PHONE SERVICE

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974 CITY OF HALEY GENERAL FUND

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Total 974 CITY OF HALEY GENERAL FUND:

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**101 GALENA ENGINEERING, INC.**

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**369 GEM STATE WELDERS SUPPLY INC.**

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**338 GO FER IT EXPRESS**

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**8584 GO KEYLESS**

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**658 HAILEY CHAMBER OF COMMERCE**

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Total 400 IDAHO MOUNTAIN EXPRESS:

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### City of Halley Unpaid Invoice Report - MARY'S APPROVAL

**Posting period: 06/17**

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**Total 330 JANE'S ARTIFACTS:**

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**Total 50359 KIM ANDERSON PAINTING LLC:**

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**Total 366 L.L. GREENS:**

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956 SILVER CREEK FORD |
| 40034 1 ELECTRICAL HPD6 | Invoice | 04/03/2017 | 06/20/2017 | 223.00 | 223.00 | 100-25-41415 | 617 |            |           |

Total 956 SILVER CREEK FORD: 223.00 223.00

1596 STANDARD PLUMBING SUPPLY |
| GJNTS 1 MISC PLUMBING PARTS WM | Invoice | 08/05/2017 | 06/20/2017 | 69.98 | 69.98 | 219-70-41401 | 617 |            |           |

Total 1596 STANDARD PLUMBING SUPPLY: 69.98 69.98

8559 SUN VALLEY AIR SERVICES BOARD |
| APRIL 1 LOT FOR AIR APRIL, 2017 | Invoice | 08/08/2017 | 06/21/2017 | 3,859.41 | 3,859.41 | 100-10-41707 | 617 |            |           |

Total 8559 SUN VALLEY AIR SERVICES BOARD: 3,859.41 3,859.41

1681 SYNCHRONY BANK / AMAZON |
| HPD A 1 RAT TRAPS FOR HPD | Invoice | 04/06/2017 | 06/21/2017 | 112.06 | 112.06 | 100-25-41215 | 617 |            |           |
| HPD A 2 DELL COMP ULTRA SHARP MONITOR | Invoice | 04/06/2017 | 06/21/2017 | 249.00 | 249.00 | 100-25-41533 | 617 |            |           |
| HPD A 3 CABLE FOR DISPLAY PORT | Invoice | 04/06/2017 | 06/21/2017 | 18.06 | 18.06 | 100-25-41215 | 617 |            |           |
| HPD A 4 VIFIER CLEANING EQUIPMENT | Invoice | 04/06/2017 | 06/21/2017 | 1,968.88 | 1,968.88 | 120-25-41549 | 617 |            |           |

Total 1681 SYNCHRONY BANK / AMAZON: 2,348.02 2,348.02

347 TERRITORIAL SUPPLIES, INC. |
| 13517 1 PANELS WITH BLK LETTERS | Invoice | 05/03/2017 | 06/21/2017 | 125.15 | 125.15 | 100-25-41215 | 617 |            |           |

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Total 22448 US POSTMASTER - HAILEY:


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<th>Invoice</th>
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<th>Type</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>Invoice Amount</th>
<th>Net Invoice Amount</th>
<th>GL Account Number</th>
<th>GL Period</th>
<th>Job Number</th>
<th>GL Period</th>
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<td>WOODSIDE R.V. CENTER</td>
<td>817/1 1 207650 BEARING</td>
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<td>05/22/2017</td>
<td>06/21/2017</td>
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<td>23.80</td>
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Total 817 WOODSIDE R.V. CENTER:


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<th>Due Date</th>
<th>Invoice Amount</th>
<th>Net Invoice Amount</th>
<th>GL Account Number</th>
<th>GL Period</th>
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### Unpaid Invoice Report - MARY'S APPROVAL

**Posting period:** 08/17

**Page:** 20  
**Date:** Jan 16, 2017 03:47PM

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<th>Invoice Date</th>
<th>Due Date</th>
<th>Invoice Amount</th>
<th>Net Invoice Amount</th>
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<td>IBBA Series 2012 D</td>
<td>Invoice</td>
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**Total 1525 ZIONS FIRST NATIONAL BANK:**

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**Total:**

| 255,360.13             | 255,360.13     |

**Grand Totals:**

| 255,360.13             | 255,360.13     |

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### Summary by General Ledger Account Number

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 6/13/17 DEPARTMENT: Treasurer DEPT. HEAD SIGNATURE: BS

SUBJECT

Treasurer's Reports – Unaudited Treasurer’s Reports for the month of May, 2017.

AUTHORITY: □ ID Code 50-1003 □ IAR □ City Ordinance/Code
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Financial Statements for the month of May 2017 in “Snapshot” format follow. At this point eight months have transpired, or 67% of the fiscal year.

Cash Flow Analysis for the past four years for the month of May.

Year to Date LOT receipts for the month of May (September through April, 2017 activity) were 12.76% greater than last year, 27.88% stronger than FYE 15, up 43.81% from FYE14, up 44.93% from FYE 13, 53.99% better than FYE 12, 62.19% better than FYE 11 and 60.77 stronger than FYE10. The report submitted to Sun Valley Air Services is included as is the category report. The Chamber’s reports for May are also included.

Development Impact Fees Cash Flow report is attached.

Investment Report is included. Interest is now to 0.913%.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #____________________________ YTD Line Item Balance $________________________
Estimated Hours Spent to Date:__________________ Estimated Completion Date:_____________________
Staff Contact:____________________ Phone #:____________________
Comments:____________________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Feel free to contact me if you have any questions; please approve as consent agenda item.

FOLLOW-UP REMARKS:*
## CITY OF HAILEY SNAPSHOT OF REVENUE, EXPENSES, FUND BALANCE AND LIQUID ASSETS

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<td>YTD</td>
<td>YTD</td>
<td>YTD Budget</td>
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<td>(316,274)</td>
<td>491,055</td>
<td>(153,143)</td>
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<td>1,274,192</td>
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<td>1,836,069</td>
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<td>54,934</td>
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* For Revenue detail, please see General Fund Cash Flow Comparison.

** Cash Fund Balance, does not included depreciable assets in proprietary funds. Unaudited.
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<th>EMERGENCY</th>
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<th>RECEIPTS</th>
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<td>FYE 07</td>
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<td>$311,840.20</td>
<td>-17.32%</td>
<td>$1,667,879.81</td>
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Year-to-date change +12.76% v FY16, +27.68% v FY15, +43.61% compared with FY 14, +44.93% compared with FY 13, +53.99% compared with FY 12, +62.19% when compared with FY 11, +60.77% compared with FY 10.
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<table>
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<tr>
<th>Month</th>
<th>BED/CAR3%</th>
<th>BED/CAR1%</th>
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<th>TOTAL 1% MINUS COST</th>
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PAYABLE: SUN VALLEY AIR SERVICES BOARD
ACCOUNT CODE: 100-10-41707
email Kathleen kschwartzenberger@ketchumidaho.gov
# HAILEY CHAMBER LOT EXPENSE REPORT FOR 2016-2017

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The Chamber- Hailey, Wood River Valley
LOT Transaction Detail

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## Development Impact Fee Cash Flow

### Recap by Category, not including interest

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### Recap, with projected spending of DIF for capital projects FYE11-17

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# CITY OF HAILEY INVESTMENT REPORT

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 6/20/17  DEPARTMENT:  Treasurer  DEPT. HEAD SIGNATURE:  BS

SUBJECT:

Mayor's presentation of FY 18 Budget

AUTHORITY:  □  ID Code  50-1003  □  IAR  □  City Ordinance/Code
(If Applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Budget worksheet is attached; the Mayor's recommendations will be presented at the meeting.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (If Applicable)

---

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Consider the Mayor's recommendations as distributed prior to the meeting, discuss, give direction for revisions to be made prior to not-to-exceed budget consideration on July 10, 2017.

FOLLOW-UP REMARKS:
### GENERAL FUND OPERATING REVENUE

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<th>Account Title</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>% Change</th>
<th>Budget Increase</th>
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### GENERAL FUND OPERATING EXPENSES

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<td>$283,618</td>
<td>$294,444</td>
<td>4.04%</td>
<td>$11,126</td>
</tr>
<tr>
<td>Administration (CEO and Finance)</td>
<td>$354,439</td>
<td>$314,767</td>
<td>$324,335</td>
<td>3.04%</td>
<td>$9,568</td>
</tr>
<tr>
<td>Contractually Develop (Planning &amp; Building)</td>
<td>$297,045</td>
<td>$293,965</td>
<td>$289,804</td>
<td>-1.32%</td>
<td>($3,161)</td>
</tr>
<tr>
<td>Fire</td>
<td>$54,664</td>
<td>$66,685</td>
<td>$66,712</td>
<td>0.05%</td>
<td>$54,014</td>
</tr>
<tr>
<td>Police</td>
<td>$1,430,013</td>
<td>$1,475,137</td>
<td>$1,621,337</td>
<td>3.13%</td>
<td>$45,200</td>
</tr>
<tr>
<td>Library</td>
<td>$513,956</td>
<td>$544,082</td>
<td>$566,674</td>
<td>3.01%</td>
<td>$15,746</td>
</tr>
<tr>
<td>Public Works &amp; Engineering</td>
<td>$0</td>
<td>$117,282</td>
<td>$95,294</td>
<td>-18.75%</td>
<td>($21,987)</td>
</tr>
<tr>
<td>Streets</td>
<td>$1,068,093</td>
<td>$1,163,480</td>
<td>$1,366,195</td>
<td>13.50%</td>
<td>$197,715</td>
</tr>
<tr>
<td>Parks</td>
<td>$0</td>
<td>$420,805</td>
<td>$435,848</td>
<td>3.57%</td>
<td>$15,038</td>
</tr>
<tr>
<td><strong>SUBTOTAL Operating Expenses</strong></td>
<td>$4,345,216</td>
<td>$5,148,351</td>
<td>$5,513,745</td>
<td>7.08%</td>
<td>$364,395</td>
</tr>
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</table>

**OPERATING SURPLUS (DEFICIT)**

<table>
<thead>
<tr>
<th></th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$717,084</td>
<td>$0</td>
<td>$0</td>
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</tbody>
</table>

**GRANT PROGRAM REVENUE AND EXPENSES**

<table>
<thead>
<tr>
<th>Revenue from Grants</th>
<th>$0</th>
<th>$149,208</th>
<th>$149,208</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBTOTAL Grant Revenue</strong></td>
<td>$0</td>
<td>$149,208</td>
<td>$149,208</td>
</tr>
<tr>
<td><strong>SUBTOTAL Grant Expenses</strong></td>
<td>$0</td>
<td>$149,208</td>
<td>$149,208</td>
</tr>
</tbody>
</table>

### CAPITAL FUND REVENUE

| Grants (P/WHP), LEVY Pathways for People | $189,600 | $400,000 | $620,000 | 56.00% | $220,600 |
| D/F, Annexation Fees, Interest          | $210,400 | $54,000  | $70,000  | 29.85% | $16,000  |
| **SUBTOTAL Capital Revenue**            | $399,980 | $456,000 | $690,630 | 150.75% | $275,650 |

**CAPITAL FUND EXPENSES**

| Capital Projects from CIP Priorities    | $325,622 | $546,449 | $579,207 | 8.25%  | ($34,259) |
| Capital Projects - Pathways for People  | $33,433  | $366,313 | $650,195 | 88.42% | $235,882 |
| Capital Projects - Development Impact Fees | $75,149 | $175,000 | $160,000 | -8.77% | ($15,000) |
| **Unbudgeted Capital Reserve for future CIP** | $0 | $0 | $0 | 0.00%  | $0 |
| **SUBTOTAL General Capital Expenses**   | $432,244 | $1,087,762 | $1,278,698 | 26.75% | $290,956 |

### BOND FUND

| Rodeo Bond Tax Revenue | $463,745 | $399,400 | $399,400 | 0.00%  | $0 |
| Rodeo Bond Principal and Interest Payment | $385,025 | $399,400 | $399,400 | 0.00%  | $0 |

### TOTAL GOVERNMENT FUND EXPENSE BUDGET

|                  | $5,175,405 | $6,636,513 | $7,449,376 | 12.25% | $812,863 |

### ENTERPRISE FUNDS

<table>
<thead>
<tr>
<th>Account Title</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>% Change</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER USER FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water User Revenues</td>
<td>$1,684,147</td>
<td>$1,606,276</td>
<td>$1,695,344</td>
<td>5.52%</td>
<td>$149,668</td>
</tr>
<tr>
<td>Water Bond Pool</td>
<td>$168,241</td>
<td>$114,906</td>
<td>$149,500</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Water Bond Expense</td>
<td>$153,109</td>
<td>$149,500</td>
<td>$149,500</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Water User Expenses</td>
<td>$898,402</td>
<td>$1,606,276</td>
<td>$1,695,344</td>
<td>5.52%</td>
<td>$149,668</td>
</tr>
</tbody>
</table>

### WASTEWATER USER FUND

| Wastewater User Revenues and Fund Balance Xfrs | $1,476,809 | $1,716,036 | $1,801,747 | 4.94% | $84,911 |
| Wastewater Bond (2012, 14 WWTP) Revenues      | $579,954     | $567,175     | $566,975      | -0.25%  | ($300)  |
| Wastewater Bond (2012, 14 WWTP) Expenditures  | $123,944     | $567,175     | $566,975      | -0.25%  | ($300)  |
| Wastewater User Expenditures                 | $970,190     | $1,716,036   | $1,801,747    | 4.94%   | $84,911  |

### WATER REPLACEMENT FUND

| Water Replacement Revenue                | $133,356     | $54,620       | $54,620        | 0.00%   | $0       |
| Water Replacement Expenditures           | $59,316      | $58,460       | $58,460        | 0.00%   | $0       |

### WASTEWATER REPLACEMENT FUND

| Wastewater Replacement Revenues and Fund Balance Xfrs | $79,887 | $82,780 | $84,090 | 4.08% | $32,470 |
| Wastewater Replacement Expenditures        | $0       | $10,260     | $10,260       | 420.85% | $310,000 |

### WASTEWATER BOND CONSTRUCTION FUND

| Wastewater Bond Interest and Fund Balance Xfrs | $330,000 | 0.00% | $0 |
| Wastewater Bond Interest & Construction     | $18,670   | 0.00% | $0 |
| Wastewater Bond (2012, 14 WWTP) Expenditures | $3,135,634 | $1,200,000 | ($1,000,000) |

### TOTAL CITY BUDGET - ALL FUNDS

|                  | $10,596,200 | $12,017,542 | $12,411,302 | 2.92% | $395,769 |

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N:\EXCEL ADMIN FEES\BUDGET\FYE 16\New folder\Pub Sum FYE 18 NEW.xls
6/19/2017 2:26 PM
---353---
<table>
<thead>
<tr>
<th>Account Title</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amnt Increase</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Government Taxes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>$2,272,677</td>
<td>$2,358,605</td>
<td>$2,464,742</td>
<td>$106,137</td>
<td>4.5%</td>
</tr>
<tr>
<td>Penalty and Interest on Taxes</td>
<td>$75,651</td>
<td>$10,357</td>
<td>$12,000</td>
<td>$1,649</td>
<td>16.2%</td>
</tr>
<tr>
<td>Subtotal Taxes</td>
<td>$2,348,328</td>
<td>$2,468,962</td>
<td>$2,576,742</td>
<td>$108,774</td>
<td>4.4%</td>
</tr>
<tr>
<td><strong>Fines, Fees and Permits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alcoholic Catering Licenses</td>
<td>$2,400</td>
<td>$3,000</td>
<td>$4,000</td>
<td>$1,000</td>
<td>53.3%</td>
</tr>
<tr>
<td>Banner Fees</td>
<td>$4,900</td>
<td>$7,000</td>
<td>$8,000</td>
<td>$1,000</td>
<td>18.7%</td>
</tr>
<tr>
<td>Building Permits</td>
<td>$190,401</td>
<td>$275,000</td>
<td>$305,500</td>
<td>$30,500</td>
<td>11.8%</td>
</tr>
<tr>
<td>Business Licenses</td>
<td>$27,407</td>
<td>$40,000</td>
<td>$55,500</td>
<td>$15,500</td>
<td>38.8%</td>
</tr>
<tr>
<td>Copies Air LOT adm fee, Miscellaneous Rev</td>
<td>$4,285</td>
<td>$6,000</td>
<td>$8,000</td>
<td>$2,000</td>
<td>100.0%</td>
</tr>
<tr>
<td>Encroachment Permits</td>
<td>$18,720</td>
<td>$21,200</td>
<td>$24,500</td>
<td>$3,300</td>
<td>15.8%</td>
</tr>
<tr>
<td>Fire Code Permits</td>
<td>$21,920</td>
<td>$25,000</td>
<td>$27,500</td>
<td>$2,500</td>
<td>10.0%</td>
</tr>
<tr>
<td>Subdivision Inspection Permits</td>
<td>$400</td>
<td>$500</td>
<td>$600</td>
<td>$100</td>
<td>25.0%</td>
</tr>
<tr>
<td>Library Fines and Memberships</td>
<td>$15,676</td>
<td>$18,000</td>
<td>$19,000</td>
<td>$2,000</td>
<td>10.6%</td>
</tr>
<tr>
<td>Motor Vehicle Fines</td>
<td>$15,405</td>
<td>$16,000</td>
<td>$19,000</td>
<td>$3,000</td>
<td>18.8%</td>
</tr>
<tr>
<td>Park Reservation Fees</td>
<td>$52,645</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td>HOA Rules Enforcement Fines, security fee</td>
<td>$17,663</td>
<td>$17,000</td>
<td>$19,000</td>
<td>$2,000</td>
<td>11.8%</td>
</tr>
<tr>
<td>Police Security Assistance Rev/Muse Code Viol.</td>
<td>$2,140</td>
<td>$10,000</td>
<td>$2</td>
<td>$9,998</td>
<td>-100.0%</td>
</tr>
<tr>
<td>R.V. Camp Box Donations</td>
<td>$750</td>
<td>$750</td>
<td>$1,000</td>
<td>$250</td>
<td>33.3%</td>
</tr>
<tr>
<td>Misc Donations, Prop Sales, Fee Adj</td>
<td>$26,366</td>
<td>$20,000</td>
<td>$30,000</td>
<td>$10,000</td>
<td>50.0%</td>
</tr>
<tr>
<td>Sign Permit/Enforcement Permits</td>
<td>$1,820</td>
<td>$3,000</td>
<td>$4,600</td>
<td>$1,600</td>
<td>60.0%</td>
</tr>
<tr>
<td>Zoning applications</td>
<td>$19,228</td>
<td>$16,000</td>
<td>$24,000</td>
<td>$8,000</td>
<td>50.0%</td>
</tr>
<tr>
<td><strong>Subtotal Fines, Fees and Permits</strong></td>
<td>$566,367</td>
<td>$335,900</td>
<td>$432,669</td>
<td>$96,769</td>
<td>28.8%</td>
</tr>
<tr>
<td><strong>Interest, Donations, &amp; L.O.T.</strong></td>
<td>$3,684</td>
<td>$3,000</td>
<td>$10,000</td>
<td>$7,000</td>
<td>233.3%</td>
</tr>
<tr>
<td><strong>L.O.T. Operational Revenue</strong></td>
<td>$453,689</td>
<td>$515,000</td>
<td>$525,200</td>
<td>$10,200</td>
<td>2.0%</td>
</tr>
<tr>
<td>LOT for Air</td>
<td>$86,928</td>
<td>$90,000</td>
<td>$90,000</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Donations - Fire</td>
<td>$3,500</td>
<td>$15,000</td>
<td>$15,000</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Subtotal Interest &amp; Misc.</strong></td>
<td>$3,033</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Subtotal Franchises</strong></td>
<td>$57,812</td>
<td>$89,233</td>
<td>$87,550</td>
<td>$7,723</td>
<td>8.7%</td>
</tr>
<tr>
<td><strong>State Shared Taxes</strong></td>
<td>$0</td>
<td>#DIV/0!</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax Revenue from County</td>
<td>$133,014</td>
<td>$138,405</td>
<td>$152,592</td>
<td>$14,187</td>
<td>10.3%</td>
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<tr>
<td>State Liquor Tax Apportionment</td>
<td>$172,650</td>
<td>$190,845</td>
<td>$177,680</td>
<td>$22,730</td>
<td>14.5%</td>
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<tr>
<td>State Sales Tax</td>
<td>$47,265</td>
<td>$49,283</td>
<td>$46,152</td>
<td>$7,231</td>
<td>6.6%</td>
</tr>
<tr>
<td>State Shared Highway Tax</td>
<td>$376,225</td>
<td>$383,617</td>
<td>$365,471</td>
<td>$8,144</td>
<td>2.2%</td>
</tr>
<tr>
<td><strong>Subtotal State Taxes</strong></td>
<td>$1,283,757</td>
<td>$1,294,944</td>
<td>$1,188,943</td>
<td>$95,001</td>
<td>7.4%</td>
</tr>
<tr>
<td><strong>Operating Contracts</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mutual Aid Reimbursements</td>
<td>$67,899</td>
<td>$7,136</td>
<td>$20,000</td>
<td>$12,864</td>
<td>180.3%</td>
</tr>
<tr>
<td>YMW Assistance Fire Chief Contract</td>
<td>$82,640</td>
<td>$84,293</td>
<td>$85,522</td>
<td>$2,234</td>
<td>3.0%</td>
</tr>
<tr>
<td>Believe Marriage Office Contract</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td>BCSD School Officer Contract</td>
<td>$165,150</td>
<td>$170,000</td>
<td>$175,100</td>
<td>$5,100</td>
<td>3.0%</td>
</tr>
<tr>
<td>2017 Delta Flood Remediation (est 90% Capital!!)</td>
<td>$0</td>
<td>#DIV/0!</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rubbish Bookkeeping Contract/Debris Outreach</td>
<td>$70,644</td>
<td>$75,736</td>
<td>$75,350</td>
<td>$3,777</td>
<td>5.0%</td>
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<tr>
<td>Rubbish Outreach Reimbursement</td>
<td>$11,777</td>
<td>$11,557</td>
<td>$12,000</td>
<td>$423</td>
<td>3.6%</td>
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<tr>
<td>FMIA Airport Security</td>
<td>$3,284</td>
<td>$3,135</td>
<td>$3,500</td>
<td>$385</td>
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<td>Subtotal Operating Contracts</td>
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<td>$248,272</td>
<td>$272,762</td>
<td>$24,494</td>
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</tr>
<tr>
<td><strong>Grand Total (HFD only FY17)</strong></td>
<td>$20,569</td>
<td>$51,000</td>
<td>$0</td>
<td>$51,000</td>
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<tr>
<td><strong>TOTAL OPERATING REVENUE</strong></td>
<td>$5,062,209</td>
<td>$5,149,281</td>
<td>$5,613,745</td>
<td>$464,464</td>
<td>7.1%</td>
</tr>
<tr>
<td></td>
<td>FYE 16 Actual</td>
<td>FYE17 Budget</td>
<td>FYE18 Proposed</td>
<td>Amnt Increase</td>
<td>% Increase</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------</td>
<td>--------------</td>
<td>----------------</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>A Budget - Salaries &amp; Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-41313 P&amp;Z Commissioners</td>
<td>$7,312.50</td>
<td>$5,600.00</td>
<td>$6,400.00</td>
<td>$2,800.00</td>
<td>50.0%</td>
</tr>
<tr>
<td>10-41110 Council Member</td>
<td>$40,200.00</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>10-41110 Council Member</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>10-41110 Council Member</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>10-41110 Council Member</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>10-41110 Council Member</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
<td>$0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>SUBTOTAL - Salaries</strong></td>
<td>$47,512.50</td>
<td>$46,400.00</td>
<td>$49,200.00</td>
<td>$2,800.00</td>
<td>6.0%</td>
</tr>
<tr>
<td>10-41121 Fica</td>
<td>$3,075.48</td>
<td>$3,121.20</td>
<td></td>
<td>$0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>10-41122 PERSI Retirement</td>
<td>$3,412.68</td>
<td>$4,638.96</td>
<td>$4,683.84</td>
<td>$44.88</td>
<td>1.0%</td>
</tr>
<tr>
<td>10-41124 Worker's Comp Insurance</td>
<td>$87.32</td>
<td>$116.00</td>
<td>$123.00</td>
<td>$7.00</td>
<td>6.0%</td>
</tr>
<tr>
<td>10-41126 Health Insurance - Medical &amp; Dental</td>
<td>$1,282.54</td>
<td>$2,640.00</td>
<td>$2,640.00</td>
<td>$0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>SUBTOTAL - Benefits</strong></td>
<td>$7,888.32</td>
<td>$10,516.18</td>
<td>$10,688.04</td>
<td>$518.85</td>
<td>0.5%</td>
</tr>
<tr>
<td><strong>A BUDGET TOTAL SALARIES &amp; BENEFITS</strong></td>
<td>$55,370.82</td>
<td>$56,916.16</td>
<td>$59,788.04</td>
<td>$2,851.88</td>
<td>5.0%</td>
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<tr>
<td><strong>B Budget - Operating &amp; Maintenance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-41723 Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-41724 Travel Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-41215 Council &amp; Board expenses &amp; supplies</td>
<td>$204.36</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$0.00</td>
<td>0.0%</td>
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# City of Halley
## Community Development Budget - 20
### FYE 18

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<th>Account Title</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amnt Increase</th>
<th>% Increase</th>
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| B Budget - Operating Expenses     |               |               |                 |               |            |
| Office Supplies                   | $87.68        | $500.00       | $500.00         | $0.00         | 0.0%       |
| Postage                           | $1,711.08     | $1,900.00     | $1,900.00       | $0.00         | 0.0%       |
| Departmental Supplies             | $1,298.32     | $1,200.00     | $1,400.00       | $200.00       | 16.7%      |
| Professional Services             | $27,416.13    | $20,000.00    | $31,000.00      | $11,000.00    | 55.0%      |
| DBS Contract in lieu of BO        | $74,594.97    | $78,750.00    | $118,125.00     | $39,375.00    | 50.0%      |
| Legal Publications                | $3,723.56     | $5,000.00     | $5,000.00       | $0.00         | 0.0%       |
| Printing Services                 | $3,437.79     | $1,000.00     | $5,000.00       | $4,000.00     | 400.0%     |
| Service Contracts                 | $486.55       | $1,500.00     | $1,500.00       | $0.00         | 0.0%       |
| Office Equipment Repair & Maint   | $2,850.00     | $2,850.00     | $2,850.00       | #DIV/0         |            |
| Auto Repair & Maint               | $621.63       | $150.00       | $150.00         | $0.00         | 0.0%       |
| Dues & Subscriptions              | $372.50       | $1,500.00     | $1,500.00       | $0.00         | 0.0%       |
| Telephone & Communication         | $1,457.49     | $2,500.00     | $2,500.00       | $0.00         | 0.0%       |
| Gas & Oil                         | $35.24        | $1,000.00     | $200.00         | $(800.00)     | -80.0%     |
| Historic Presv. Grant Match/Signage| $0.00         | $0.00         | $0.00           | #DIV/0         |            |
| Arts Commission Programs          | $6,046.49     | $8,000.00     | $8,000.00       | $0.00         | 0.0%       |
| Training                          | $705.00       | $2,400.00     | $2,400.00       | $0.00         | 0.0%       |
| Travel Expenses, Economic Development| $1,933.47    | $3,750.00     | $3,750.00       | $0.00         | 0.0%       |
| Prevention Program                | $0.00         | $0.00         | $0.00           | #DIV/0         |            |
| **B Budget - Total Operating & Maint** | $123,926.90   | $125,150.00   | $185,775.00     | $56,625.00    | 43.8%      |

| C Budget - Total Capital Replacement| $0.00         | $0.00         | $0.00           | #DIV/0         |            |

<p>| Total Department Budget           | $264,435.61   | $274,067.13   | $372,003.84     | $97,936.71    | 35.7%      |
| General Fund - Total Operating Budget | $264,435.61   | $274,067.13   | $372,003.84     | $97,936.71    | 35.7%      |</p>
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<tr>
<th>LIBRARY DEPARTMENT BUDGET</th>
<th>FYE 16 Actual</th>
<th>FYE17 Budget</th>
<th>FYE18 Proposed</th>
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<td>Equipment Repair and Maintenance</td>
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<td>Personnel Training</td>
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<td>Travel Expenses</td>
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<td>Computer subscriptions</td>
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<td>and</td>
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<td>($25,000.00)</td>
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<td>Account Title</td>
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<td>FYE 17 Budget</td>
<td>FYE 18 Proposed</td>
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<td><strong>PUBLIC WORKS - GENERAL &amp; ENTERPRISE FUNDS</strong></td>
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<td><strong>A Budget - Salaries &amp; Benefits</strong></td>
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<tr>
<td>42-41110</td>
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<td>PW/CCD shared employee/engineer</td>
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<td>42-41110</td>
<td>City Facility (City Hall) Cleaning Staff</td>
<td>$17,160.00</td>
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<td>Phone Allowance</td>
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<td>FY15 Actual, FY 16 adj, FY 17 3%</td>
<td>$131,418.57</td>
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<td><strong>SUBTOTAL - Benefit Salaries</strong></td>
<td>$131,778.57</td>
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<td>42-41121</td>
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<tr>
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<tr>
<td>42-41126</td>
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<td><strong>B Budget - Operating &amp; Maintenance</strong></td>
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<td>42-41215</td>
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<td>Advertising and Publishing services</td>
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<td>42-41505</td>
<td>Books &amp; Codes</td>
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<td>42-41709</td>
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<td>42-41711</td>
<td>Dues &amp; Subscriptions</td>
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<td>Gas &amp; Oil</td>
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<td>Prevention Program</td>
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<td><strong>C-R BUDGET - Capital Replacement</strong></td>
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<td>100-42-41549</td>
<td>Building Components Repl-Skylights</td>
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<tr>
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<td>Building Components Hadon Retgation</td>
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<tr>
<td>100-42-41549</td>
<td>Building Components Repl-Red Cael</td>
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<td><strong>C-R BUDGET TOTAL - Replacement</strong></td>
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<tr>
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<td><strong>TOTAL DEPARTMENT BUDGET</strong></td>
<td>$272,772.99</td>
<td>$351,860.15</td>
<td>$285,837.50</td>
<td>($28,026.65)</td>
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<tr>
<td>33.33%</td>
<td>Water Department</td>
<td>($77,331.55)</td>
<td>($117,283.38)</td>
<td>($95,291.82)</td>
<td>$21,991.66</td>
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<tr>
<td>33.33%</td>
<td>Waste Water Department</td>
<td>($77,093.15)</td>
<td>($117,283.38)</td>
<td>($95,301.39)</td>
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<td>33.33%</td>
<td>General Fund Total Operating Budget</td>
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<td>$85,294.28</td>
<td>($32,489.11)</td>
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## FINANCE DEPARTMENT - GENERAL & ENTERPRISE FUNDS

<table>
<thead>
<tr>
<th>Budget - Salaries</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amnt Increase</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-41110 Mayor</td>
<td>24,000.00</td>
<td>24,000.00</td>
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<td>0.0%</td>
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<tr>
<td>15-41110 City Administrator</td>
<td>109,177.94</td>
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<td>15-41110 Deputy Clerk</td>
<td>36,360.00</td>
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<td>Interdepartmental Staff Asst / IT</td>
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<td>FY17 potential 3% increase</td>
<td>$319,762.51</td>
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<td>Actual actual</td>
<td></td>
<td></td>
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<td>15-41111 Overtime</td>
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<td>15-41121 Fica</td>
<td>$22,884.62</td>
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<td>Health Insurance Depend coverage</td>
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<td>15-41128 Unemployment Insurance</td>
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## B Budget - Operating & Maintenance

<table>
<thead>
<tr>
<th>Budget</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amnt Increase</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-41211 Office Supplies</td>
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<tr>
<td>SUBTOTAL - Supplies</td>
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<td>23.1%</td>
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<tr>
<td>15-41313 Prof. Services (IT, Codification, Caselle)</td>
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## FINANCE DEPARTMENT - GENERAL & ENTERPRISE FUNDS

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<td>($256,977.29)</td>
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<td>33% Waste Water User Fund</td>
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<td>Balmoral Pavilion</td>
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<td>$157,534.00</td>
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### A Budget Salaries & Benefits

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<tr>
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<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amount Increase</th>
<th>% Increase</th>
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<tbody>
<tr>
<td>40-41110</td>
<td>Street Division Manager</td>
<td>$68,804.00</td>
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<tr>
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<td>Operator Senior</td>
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<td>Operator Mid</td>
<td>$45,780.00</td>
<td>$47,840.00</td>
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<td>Operator Novice</td>
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<td>Operator In Training</td>
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<td>Winter Operator Senior (50% Parks)</td>
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<td>FYE16 budget adj. FY17 potential 3%</td>
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<td>40-41110</td>
<td>Street Crews assigned to Parks</td>
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<td>SUBTOTAL - Benefit Salaries</td>
<td>$266,045.74</td>
<td>$322,098.92</td>
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<tr>
<td>40-41110</td>
<td>Snow removal Employees/OT</td>
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<td>40-41114</td>
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<td>SUBTOTAL - Non-Benefit Salaries</td>
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<td>TOTAL SALARIES</td>
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<td>$342,458.92</td>
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<td>$23,700.00</td>
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<td>PERS Retirement</td>
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<td>40-41124</td>
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<td>40-41126</td>
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**A BUDGET** **TOTAL SALARIES & BENEFITS**

<table>
<thead>
<tr>
<th>FYE 16</th>
<th>FYE 17</th>
<th>FYE 18</th>
<th>Amount Increase</th>
<th>% Increase</th>
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<tr>
<td>$397,334.56</td>
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### B Budget - Operating & Maintenance

<table>
<thead>
<tr>
<th>Acct #</th>
<th>Account Title</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amount Increase</th>
<th>% Increase</th>
</tr>
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<tbody>
<tr>
<td>40-41211</td>
<td>Office Supplies</td>
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<td>40-41213</td>
<td>Postage</td>
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<td>40-41215</td>
<td>Departmental Supplies</td>
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<td>Acct #</td>
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<td>FYE 17 Budget</td>
<td>FYE 18 Proposed</td>
<td>Amnt Increase</td>
<td>% Increase</td>
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<tr>
<td>--------</td>
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<td>Street Dept Weed Control</td>
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<td><strong>B TOTAL - OPERATING &amp; MAINTENANCE</strong></td>
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<td><strong>C BUDGET</strong></td>
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<tr>
<td>40-41553</td>
<td>Computer Expenses</td>
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<tr>
<td>40-41549</td>
<td>ADA sidewalk connections, accessibility upgrades</td>
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<td>40-41549</td>
<td>2017 Flood Asphalt Repair, waste haul</td>
<td>$528,503.70</td>
<td>$528,503.70</td>
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<td>40-41549</td>
<td><strong>Snow Storage - FY16 Budget 46K</strong></td>
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<td>40-41549</td>
<td><strong>Pathways for People Levy Projects</strong></td>
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<td><strong>Cobblestone Project</strong></td>
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<tr>
<td>40-41549</td>
<td>Portable Emergency Generator</td>
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<td>40-41549</td>
<td><strong>Salt Storage Bldg (17): Fuel (18)</strong></td>
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<td><strong>Rolling Stock, grader lease?</strong></td>
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<td>40-41549</td>
<td><strong>Shop Gate</strong></td>
<td>$10,000.00</td>
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<td>-100.0%</td>
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<td><strong>Drywells</strong></td>
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<td><strong>TOTAL - Capital Budget</strong></td>
<td>$325,244.46</td>
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<td>($33,432.63)</td>
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<td><strong>URA</strong></td>
<td>($25,000.00)</td>
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<td>FYE17 Budget</td>
<td>FYE18 Proposed</td>
<td>Amnt. Increase</td>
<td>% Increase</td>
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<td>SUBTOTAL - Benefit Salaries</td>
<td>268,362.46</td>
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<td>55-4118</td>
<td>Volunteer Member Pay &amp; FT Incident pay</td>
<td>62,088.93</td>
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<td>22,777.39</td>
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<td>55-4175</td>
<td>SUBTOTAL - Misc Operating Expense</td>
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<td>55-4175</td>
<td>SUBTOTAL - OPERATING &amp; MAINTENANCE</td>
<td>89,104.32</td>
<td>89,104.32</td>
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BUDGET: TOTAL - OPERATING & MAINTENANCE 80,127.65 82,775.00 79,275.00 (3,500.00) -4.2%
<table>
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<tr>
<th>Acct. #</th>
<th>Account Title</th>
<th>FYE 16 Actual</th>
<th>FYE17 Budget</th>
<th>FYE18 Proposed</th>
<th>Amnt. Increase</th>
<th>% Increase</th>
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<td>55-41523</td>
<td>Furniture, Fixtures &amp; Equipment (FFE)</td>
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<td>55-41529</td>
<td>Fire Truck Final Payment (FY 17)</td>
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<td>(190,149.00)</td>
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<td>55-41529</td>
<td>Service Vehicle or Station Roof</td>
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<td>(30,000.00)</td>
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<td>55-41537</td>
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<tr>
<td><strong>C BUDGET - TOTAL CAPITAL OUTLAY</strong></td>
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<td><strong>13,500.00</strong></td>
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<td><strong>-97.4%</strong></td>
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<p>| TOTAL DEPARTMENT BUDGET | 575,827.70 | 1,021,846.99 | 600,712.31 | (421,134.68) | -41.2% |
| To Grants Fund | 0.00 | 0.00 | 0.00 | #DIV/0! |
| To Capital Fund | (27,223.91) | (455,149.00) | 455,149.00 | -100.0% |
| General Fund - TOTAL OPERATING BUD | 548,603.79 | 566,697.99 | 600,712.31 | 34,014.32 | 6.0% |</p>
<table>
<thead>
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<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amt Increase</th>
<th>% Increase</th>
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<td>25-41111</td>
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<td>FY16 adj (new hires at less than existed emps)</td>
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<td>SUBTOTAL - Benefits</td>
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<th>FYE 18 Proposed</th>
<th>Amt Increase</th>
<th>% Increase</th>
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<td>Account Title</td>
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<td>FYE 17 Budget</td>
<td>FYE 18 Proposed</td>
<td>Amt Increase</td>
<td>% Increase</td>
</tr>
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<td>SUBTOTAL - Misc. Operating Expense</td>
<td>$173,908.72</td>
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<table>
<thead>
<tr>
<th>Acct. #</th>
<th>Account Title</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amt Increase</th>
<th>% Increase</th>
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<tbody>
<tr>
<td>25-41533</td>
<td>Computers &amp; Copier Expenses</td>
<td>$3,900.00</td>
<td>$3,900.00</td>
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<tr>
<td>25-41529</td>
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<td>$22,837.24</td>
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<th>FYE 18 Proposed</th>
<th>Amt Increase</th>
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<td>25-41529</td>
<td>Capital Expansion</td>
<td>$31,980.94</td>
<td>$50,000.00</td>
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<td>C - EX BUDGET Total Capital Expansion</td>
<td>$31,980.94</td>
<td>$50,000.00</td>
<td>$25,000.00</td>
<td>($25,000.00)</td>
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<th>Acct. #</th>
<th>Account Title</th>
<th>FYE 16 Actual</th>
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<th>FYE 18 Proposed</th>
<th>Amt Increase</th>
<th>% Increase</th>
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<tr>
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<td>TOTAL DEPARTMENT BUDGET</td>
<td>$1,461,994.16</td>
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<th>FYE 18 Proposed</th>
<th>Amt Increase</th>
<th>% Increase</th>
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<tr>
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<td>To Grants Fund</td>
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<td>To Capital Fund</td>
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<td>($50,000.00)</td>
<td>($25,000.00)</td>
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<th>Acct. #</th>
<th>Account Title</th>
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<th>FYE 18 Proposed</th>
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<td>FYE 17 Proposed</td>
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<td>Amnt increase</td>
<td>% Increase</td>
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<tr>
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<td>SUPERINTENDENT</td>
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<td>FYE 18 Proposed</td>
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<td>% Increase</td>
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<td>PICK UP</td>
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<td>$1,539,363.71</td>
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<td>$1,855,778.23</td>
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## Water User Fund Revenues

<table>
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<tr>
<th>FUND/ACCOUNT#</th>
<th>ACCOUNT TITLE</th>
<th>FYE 16 Budget</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amnt Increase</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>200.60-32240</td>
<td>ANNEXATION FEES</td>
<td>$8,000.00</td>
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<td>WATER USER FILL SPOUT</td>
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<td>PROPERTY SALES</td>
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<tr>
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<td>State Shared Grant</td>
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<td>$153,100.00</td>
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<td>PREMIUM EARNED ON BOND REFF</td>
<td>$27,772.79</td>
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<td>SERVICE CHARGES</td>
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<td>$15,301.46</td>
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<td>TOTAL USER REVENUE</td>
<td>$1,702,729.64</td>
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<td>$71,567.23</td>
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### TOTAL

| TOTAL BUDGETED USER REVENUE | $1,707,564.10 | $1,956,778.23 | $2,104,844.42 | $397,280.32 | 23.27% |

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*Water Dept FYE 18 NEW.xls/WATER USER REVENUE*  
Revised on: 6/16/2017, 11:08 AM
# City of Hailey

## Water Department Replacement Expenditures FYE 18

<table>
<thead>
<tr>
<th>FUND/acct#</th>
<th>Account Title</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Proposed</th>
<th>FYE 18 Proposed</th>
<th>Amnt Increase</th>
<th>% Increase</th>
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<tbody>
<tr>
<td>220.65-41321</td>
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<td>220.65-41329</td>
<td>Other Services</td>
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<td>220.65-41747</td>
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## TOTAL REPLACEMENT EXPENDITURES
- FYE 16: $50,315.61
- FYE 17: $58,460.00
- FYE 18: $58,460.00
- % Increase: 0.00%

Water Dept FYE 18 NEW.xls/WATER REPLACEMENT EXPENSES saved on: 6/16/2017, 11:09 AM
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<tr>
<th>FUND/ACCT#</th>
<th>ACCOUNT TITLE</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amnt Increase</th>
<th>% Increase</th>
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<tbody>
<tr>
<td>220-00-32413</td>
<td>INTEREST EARNED</td>
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<td>65-32811</td>
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<td>TOTAL</td>
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<td>$58,460.00</td>
<td>$94,820.00</td>
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**FUND BALANCES**

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<td><strong>TOTAL</strong></td>
<td></td>
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<tr>
<td>WATER REPLACEMENT EXPENSE BUDGET</td>
<td></td>
<td>$58,460.00</td>
<td>$58,460.00</td>
<td>($260,540.00)</td>
<td>-87.95%</td>
</tr>
</tbody>
</table>
## City of Hailey FYE 18 Budgets

### WASTEWATER DEPARTMENT USER REVENUE

<table>
<thead>
<tr>
<th>FUND</th>
<th>ACCT #</th>
<th>ACCOUNT TITLE</th>
<th>FYE 16 Actual</th>
<th>2017 BUDGET</th>
<th>2018 PROPOSED</th>
<th>INCREASE</th>
<th>% INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>210.70</td>
<td>32413</td>
<td>INTEREST EARNED-GEN ACC</td>
<td>$8,303</td>
<td>$6,000</td>
<td>$12,000</td>
<td>$8,000</td>
<td>100.00%</td>
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<tr>
<td>210.70</td>
<td>31010</td>
<td>Combined BONDS REVENUE</td>
<td>$579,854</td>
<td>$567,175</td>
<td>$566,875</td>
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<td>210.70</td>
<td>32810</td>
<td>Miscellaneous Revenue</td>
<td>$0</td>
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<td>$0</td>
<td>$0</td>
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<tr>
<td>32273</td>
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<td>Property Sales</td>
<td>$23,345</td>
<td>$0</td>
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<td>33570</td>
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<td>EPA Sustainability Grant Reimb</td>
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<tr>
<td>210.70</td>
<td>34610</td>
<td>USER CHARGES</td>
<td>$1,400,198</td>
<td>$1,400,000</td>
<td>$1,400,000</td>
<td>$37,198</td>
<td>2.79%</td>
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<td>34611</td>
<td>SERVICE CHARGES</td>
<td>$15,301</td>
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<td>$0</td>
<td>0.00%</td>
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<td>210.70</td>
<td>34612</td>
<td>INSPECTION FEES</td>
<td>$1,400</td>
<td>$1,000</td>
<td>$1,000</td>
<td>-$500</td>
<td>-33.33%</td>
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<tr>
<td>35000</td>
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<td>PREMIUM EARNED ON BOND REFI</td>
<td>$28,352</td>
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<td>SUBDIVISION INSPECTION FEES</td>
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<tr>
<td></td>
<td></td>
<td><strong>TOTAL AVAILABLE NEW REVENUE</strong></td>
<td><strong>$2,056,753</strong></td>
<td><strong>$1,989,175</strong></td>
<td><strong>$1,994,875</strong></td>
<td><strong>$37,514</strong></td>
<td><strong>1.92%</strong></td>
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</table>

From Fund Balance: $294,936

**TOTAL REVENUE BUDGETED TO MEET EXPENSES**

<table>
<thead>
<tr>
<th></th>
<th>2017 BUDGET</th>
<th>2018 PROPOSED</th>
<th>INCREASE</th>
<th>% INCREASE</th>
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<tbody>
<tr>
<td></td>
<td>$2,284,111</td>
<td>$2,368,622</td>
<td>$84,511</td>
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</table>
## WASTEWATER DEPARTMENT USER EXPENSES

<table>
<thead>
<tr>
<th>FUND</th>
<th>ACCOUNT TITLE</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>Amnt. Increase</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>A BUDGET</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70-41110</td>
<td>SUPERINTENDENT</td>
<td>588,875</td>
<td>709,941</td>
<td>2,066,600</td>
<td>3.0%</td>
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<tr>
<td>70-41110</td>
<td>LEAD OPERATORS/LG. TECH</td>
<td>43,700</td>
<td>55,000</td>
<td>111,300.00</td>
<td>25.9%</td>
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<tr>
<td>70-41110</td>
<td>COLLECTIONS TECH./FORMAN</td>
<td>52,489</td>
<td>54,063</td>
<td>1,574.66</td>
<td>3.0%</td>
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<tr>
<td>70-41110</td>
<td>OPERATOR I/RETIREMENT</td>
<td>47,195</td>
<td>46,474</td>
<td>($721.60)</td>
<td>-1.5%</td>
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<tr>
<td>70-41110</td>
<td>COLLECTION 1</td>
<td>45,265</td>
<td>44,465</td>
<td>($755.10)</td>
<td>-1.7%</td>
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<tr>
<td>70-41110</td>
<td>MAINTENANCE MECHANIC</td>
<td>51,140</td>
<td>52,573</td>
<td>1,433.38</td>
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<tr>
<td>70-41110</td>
<td>3% Budgeted Increase</td>
<td>$258,786</td>
<td></td>
<td>$0.00</td>
<td>0%</td>
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<tr>
<td>70-41114</td>
<td>PHONE ALLOWANCE</td>
<td>$375</td>
<td>$360</td>
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<td>0.0%</td>
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<tr>
<td></td>
<td>SUBTOTAL Salaries</td>
<td>$259,160</td>
<td>$309,019</td>
<td>$323,997</td>
<td>$14,917.95</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>70-41212</td>
<td>FICA</td>
<td>$15,649</td>
<td>$23,640</td>
<td>$24,786</td>
<td>$1,145.21</td>
<td>4.8%</td>
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<tr>
<td>70-41212</td>
<td>RETIREMENT</td>
<td>$23,970</td>
<td>$34,961</td>
<td>$37,195</td>
<td>$2,213.00</td>
<td>6.3%</td>
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<tr>
<td>70-41214</td>
<td>WORKMAN COMP.</td>
<td>$6,968</td>
<td>$13,823</td>
<td>$14,497</td>
<td>$674.01</td>
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<tr>
<td>70-41216</td>
<td>H &amp; R INSURANCE</td>
<td>$36,910</td>
<td>$55,520</td>
<td>$57,600</td>
<td>$1,080.00</td>
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<tr>
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<td>SUBTOTAL Salaries &amp; Benefits</td>
<td>$85,397</td>
<td>$128,964</td>
<td>$134,077</td>
<td>$5,113.72</td>
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<tr>
<td></td>
<td>TOTAL A BUDGET</td>
<td>$344,487</td>
<td>$437,973</td>
<td>$468,074</td>
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<td>B BUDGET</td>
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<tr>
<td>70-41211</td>
<td>OFFICE SUPPLIES</td>
<td>$989</td>
<td>$2,000</td>
<td>$2,000</td>
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<td>0.0%</td>
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<tr>
<td>70-41213</td>
<td>POSTAGE</td>
<td>$714</td>
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<td>0.0%</td>
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<tr>
<td>70-41215</td>
<td>DEPARTMENTAL SUPPLIES</td>
<td>$65</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>70-41313</td>
<td>PROFESSIONAL SERVICES</td>
<td>$5,566</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>70-41319</td>
<td>ADVERT &amp; PUB.</td>
<td>$207</td>
<td>$500</td>
<td>$500</td>
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<tr>
<td>70-41321</td>
<td>ENGINEERING SERVICES</td>
<td>$0</td>
<td>$60,000</td>
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<td>$15,000.00</td>
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<tr>
<td>70-41323</td>
<td>PRINTING SERVICES</td>
<td>$0</td>
<td>$250</td>
<td>$250</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>70-41325</td>
<td>SERVICE CONTRACTS</td>
<td>$8,143</td>
<td>$10,000</td>
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<tr>
<td></td>
<td>SUBTOTAL Services</td>
<td>$16,193</td>
<td>$66,250</td>
<td>$103,250</td>
<td>$36,990.00</td>
<td>17.0%</td>
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<tr>
<td>70-41401</td>
<td>R &amp; M - PLANT EQUIPMENT</td>
<td>$17,934</td>
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<tr>
<td>70-41403</td>
<td>R &amp; M - SYSTEM Equipment</td>
<td>$8,307</td>
<td>$90,000</td>
<td>$90,000</td>
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<td>0.0%</td>
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<td>70-41405</td>
<td>R &amp; M - EQUIPMENT</td>
<td>$3,865</td>
<td>$20,000</td>
<td>$10,000 ($20,000.00)</td>
<td>(-66.7%)</td>
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<tr>
<td>70-41411</td>
<td>R &amp; M - OFFICE EQUIP.</td>
<td>$86</td>
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<td>0.0%</td>
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<td>70-41413</td>
<td>R &amp; M - BUILDING</td>
<td>$10,105</td>
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<td>$15,000</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>70-41415</td>
<td>R &amp; M - AUTO Equip</td>
<td>$16,383</td>
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<td>$15,000</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>70-41419</td>
<td>R &amp; M - GROUNDS</td>
<td>$4,100</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>70-41421</td>
<td>R &amp; M - SHOP</td>
<td>$5,264</td>
<td>$7,000</td>
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<tr>
<td>70-41423</td>
<td>R &amp; M - TOOLS</td>
<td>$1,120</td>
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<tr>
<td>70-41424</td>
<td>R &amp; M - COMPUTERS</td>
<td>$2,340</td>
<td>$1,000</td>
<td>$2,500 ($1,500.00)</td>
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<tr>
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<td>SUBTOTAL Repairs &amp; Maintenance</td>
<td>$71,853</td>
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<td>$117,500 ($18,500.00)</td>
<td>(-13.8%)</td>
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</table>
## Wastewater Department User Expenses

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account Title</th>
<th>FYE 15 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>70-41703</td>
<td>CLOTHING &amp; UNIFORMS</td>
<td>$8,904</td>
<td>$9,000</td>
<td>$0.00</td>
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<td>70-41709</td>
<td>INSURANCE PREMIUMS &amp; DED.</td>
<td>$8,000</td>
<td>$5,000</td>
<td>$0.00</td>
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<tr>
<td>70-41711</td>
<td>DUES &amp; SUBSCRIPTIONS</td>
<td>$670</td>
<td>$5,000</td>
<td>$15,000</td>
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<tr>
<td>70-41713</td>
<td>TELEPHONE &amp; COMMUNICATIONS</td>
<td>$2,840</td>
<td>$4,000</td>
<td>$4,000</td>
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<tr>
<td>70-41717</td>
<td>UTILITIES</td>
<td>$126,766</td>
<td>$150,000</td>
<td>$150,000</td>
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<tr>
<td>70-41719</td>
<td>GAS &amp; OIL</td>
<td>$10,001</td>
<td>$20,000</td>
<td>$20,000</td>
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<tr>
<td>70-41723</td>
<td>PERSONNEL TRAINING</td>
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<tr>
<td>70-41724</td>
<td>TRAVEL EXPENSES</td>
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<tr>
<td>70-41747</td>
<td>PREVENTIVE PROGRAMS</td>
<td>$973</td>
<td>$1,500</td>
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<td>70-41775</td>
<td>EQUIPMENT RENTAL</td>
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<td>70-41791</td>
<td>CHEMICALS</td>
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<td>70-41796</td>
<td>LAB TESTING &amp; SUPPLIES</td>
<td>$15,938</td>
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<td>$20,000</td>
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<td>70-41807</td>
<td>SUBTOTAL Miscellaneous</td>
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<tr>
<td>GET</td>
<td>Maintenance &amp; Operation</td>
<td>$278,683</td>
<td>$470,750</td>
<td>$482,250</td>
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### C Budget

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account Title</th>
<th>FYE 15 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>70-41521</td>
<td>CAP-OUT - SPECIALIZED EQUIPMENT</td>
<td>$0.00</td>
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<tr>
<td>70-41533</td>
<td>CAP-OUT - COMPUTER</td>
<td>$0.00</td>
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<tr>
<td>70-41541</td>
<td>CAP-OUT - Delta Lift Station Defence</td>
<td>$100,000</td>
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<tr>
<td>70-41543</td>
<td>CAP-OUT - PLANT EQUIPMENT</td>
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<tr>
<td>70-41547</td>
<td>CAP-OUT - SYSTEM (prev SHOP)</td>
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<td>$80,000</td>
<td>$80,000</td>
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<tr>
<td>CAP-OUT - Auto</td>
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<td>$50,000</td>
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<td>$0.00</td>
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</table>

### B Budget: Total Capital Outlay Expenses

<table>
<thead>
<tr>
<th></th>
<th>FYE 15 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>BONDS &amp; LOANS</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Bond Compliance 125% Net Revenue</td>
<td>$141,794</td>
<td>$141,719</td>
<td>($75,000.00)</td>
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<tr>
<td>70-41613</td>
<td>Bonds Principal &amp; Interest</td>
<td>$52,742</td>
<td>$56,875</td>
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TOTAL BOND & LOANS: $52,742 $70,658 ($57,500.00) -0.1%

### TOTAL DEPARTMENT BUDGET

<table>
<thead>
<tr>
<th></th>
<th>FYE 15 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative Budget</td>
<td>$13,846.65</td>
<td>$14,354.04</td>
<td>$15,067.01</td>
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<tr>
<td>Executive Budget</td>
<td>$256,038.03</td>
<td>$264,758.72</td>
<td>$294,335.10</td>
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<tr>
<td>Public Works Budget</td>
<td>$77,693.19</td>
<td>$117,288.76</td>
<td>$95,301.39</td>
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<tr>
<td>Grant Budget</td>
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TOTAL OPERATING BUDGET: $1,527,861.67 $2,284,110.87 $2,546,651.81 $11,261.17 0.5%
## WASTEWATER DEPARTMENT REPLACEMENT REVENUE

<table>
<thead>
<tr>
<th>FUND</th>
<th>ACCT #</th>
<th>ACCOUNT TITLE</th>
<th>FYE 18 Actual</th>
<th>FYE 17 Budget</th>
<th>9/30/2017</th>
<th>FYE 18 Proposed</th>
<th>AMOUNT INCREASE</th>
<th>% INCREASE</th>
<th>REMARKS AND EXPLANATIONS</th>
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<tbody>
<tr>
<td>230.75</td>
<td>32413</td>
<td>INTEREST EARNED</td>
<td>$4,270.76</td>
<td>$1,000.00</td>
<td>$3,712.93</td>
<td>$5,000.00</td>
<td>$4,000.00</td>
<td>400.0%</td>
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<tr>
<td>230.75</td>
<td>32810</td>
<td>HOOKUP FEES</td>
<td>$75,420.00</td>
<td>$55,680.00</td>
<td>$55,200.00</td>
<td>($56,420.00)</td>
<td>($36,200.00)</td>
<td>-37.2%</td>
<td>20 hookups at 2017 rate $29.63</td>
</tr>
<tr>
<td>230.75</td>
<td>32811</td>
<td>DEPRECIATION REVENUE</td>
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<td>$0.00</td>
<td>#DIV/0!</td>
<td></td>
</tr>
<tr>
<td>230.75</td>
<td>33570</td>
<td>GRANTS</td>
<td></td>
<td></td>
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<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>TOTAL BUDGETED REPLACEMENT REVENUE</strong></td>
<td>$79,686.76</td>
<td>$52,680.00</td>
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<td><strong>TOTAL EXPENSES BUDGETED FROM REPLACEMENT FUND</strong></td>
<td>$9,000.00</td>
<td>$9,000.00</td>
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# City of Hailey FYE 18 Budgets

## WASTEWATER DEPARTMENT REPLACEMENT EXPENSES

<table>
<thead>
<tr>
<th>FUND</th>
<th>ACCOUNT TITLE</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>AMOUNT</th>
<th>%</th>
</tr>
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<tbody>
<tr>
<td>230.75-41321</td>
<td>ENGINEERING SERVICES</td>
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<td>230.75-41329</td>
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<td>230.75-41413</td>
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<td>230.75-41415</td>
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### C BUDGET

<table>
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<tr>
<th>FUND</th>
<th>ACCOUNT TITLE</th>
<th>FYE 16 Actual</th>
<th>FYE 17 Budget</th>
<th>FYE 18 Proposed</th>
<th>AMOUNT</th>
<th>%</th>
</tr>
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<td>Capital Improvements Expense</td>
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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 6/20/17  DEPARTMENTS: Community Development  DEPT. HEAD SIGNATURE:  LH

SUBJECT:
Introduction and overview of the Colorado Gulch Preserve Annexation

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code 5.20
(IF APPLICABLE)

ATTACHMENTS:
1. Staff Report, CO Gulch Preserve Annexation
2. Findings of Fact, Conclusions of Law and Decision from the Hailey Planning and Zoning
   Commission dated May 8, 2017 regarding the Colorado Gulch Preserve Annexation
3. Proposed Zoning Map
4. Vicinity Map
5. Preliminary Plat Map
6. Report from Alta Planning and Design regarding the active transportation network on Broadford
   Road
7. Images, Broadford Road
8. Public Comment

BACKGROUND:

On November 18, 2016, CGP, LLC, represented by Galena Engineering, submitted an application for
annexation of approximately 24.46 acres proposed for residential development. The schematic plan for
the subject property includes 36 residential lots, associated roads and open space. All lots are single
family lots. Several open space parcels are also shown on the plat.

The Planning and Zoning Commission conducted three public hearings on this project, and has made a

The purpose of tonight’s hearing is to provide a project overview, and overview of key issues. No
decision is anticipated tonight. Analysis of issues is found in the attached staff report. The Commission
has also made a recommendation on the Preliminary Plat. That recommendation will be brought to a
subsequent meeting.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
□ City Attorney  □ City Administrator  □ Engineer  □ Building
□ Library  □ planning  □ Fire Dept.
□ Safety Committee  □ P & Z Commission  □ Police
□ Streets  □ Public Works, Parks  □ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Conduct a public hearing, and continue this item to date certain.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator  Dept. Head Attend Meeting (circle one) Yes  No
ACTION OF THE CITY COUNCIL:
Date ______________________
City Clerk ____________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: ________________
Copies (all info.): Copies
Instrument #: ____________________
STAFF REPORT

TO: City Council

FROM: Lisa Horowitz, Community Development Director

RE: Colorado Gulch Preserve Annexation

HEARING: June 20, 2017

Applicant: CGP, LLC, c/o Jeff Pfaeffle

Property Owner: CGP, LLC

Project: Application for Annexation of 24.46 acres

General Location: West of Airport West Subdivision and South of Della View/Broadford Estates Subdivision

Legal Description: Lot 1A, Block 1, CGP, LLC

Notice
Notice for the June 20, 2017, public hearing was published in the Idaho Mountain Express on May 31, 2017. The notice was mailed to property owners within 300 feet and to public agencies on June 1, 2017. The notice was posted on all boundaries of the subject property on June 13, 2017.

Application
On November 18, 2016, CGP, LLC, represented by Galena Engineering, submitted an application for annexation of approximately 24.46 acres proposed for residential development. The schematic plan for the subject property includes 36 residential lots, associated roads and open space. All lots are single family lots. Several open space parcels are also shown on the plat.

Procedural History
The application for annexation was received and certified as complete on November 18, 2016. Review of the annexation application by the Planning and Zoning Commission took place on January 23, 2017, was continued to but not discussed on March 13, 2017, and was continued again to April 24, 2017. The Planning and Zoning Commission recommended approval for the annexation of Lot 1A, Block 1, CGP, LLC on April 24, 2017. Findings of Fact by the Hailey Planning and Zoning Commission were adopted May 8, 2017.
Background
The property referred to as "Colorado Gulch" has been previously reviewed by the City. In 2009, an application for annexation of 21.81 acres (upper bench) was made by Hartland Development Company. This application was for development of 94 residential units to be zoned General Residential (GR) zoning. This proposal included a mix of single family homes on lots ranging between 4,159 and 6,370 square feet, lots for larger custom single family homes ranging between 11,429 and 19,445 square feet and 12 triplex unit buildings intended to look like larger homes. After 5 public hearings, the Planning and Zoning Commission recommended denial of the annexation. (Note that no subdivision was reviewed by the Commission, as the City Codes in place at that time did not permit subdivision review until after annexation review was complete. The City subsequently modified the City Codes to allow for concurrent review.) This denial was confirmed by the Council on March 22, 2010.

Key distinctions between the previous submittal and the current submittal include:
- The Planning and Zoning Commission did not find the previous submittal to be compatible with the Comprehensive Plan due to the density of 94 units. The current proposal is for 36 units.
- Traffic impacts to Broadford Road associated with 96 units.
- Forced annexation of three associated properties was determined to be undesirable.

In late 2016, the Wood River Land Trust (WRTL) acquired the adjacent 158 acres between the subject property and the river. The City of Hailey has title to a conservation easement on the 158-acre parcel, and the WRTL owns the underlying land. Joint efforts to plan for management and passive recreational use of this property will take place in the summer of 2017, in collaboration with neighbors and other stakeholders.

Area of City Impact
This property is within Hailey Area of City Impact (ACI). The City and County have an adopted Area of City Impact Agreement, adopted by the City on November 14, 1994 as Ordinance 649. The ACI Agreement was enacted to:

"ensure that development of land surrounding Hailey does not directly or indirectly negatively impact Hailey City services, infrastructure or quality of life; all in accordance with the Hailey Comprehensive Plan for the desirable future development of the City of Hailey."

The Area of City Impact Agreement provides "[t]he City of Hailey's Subdivision rules and regulations shall prevail with the exceptions that the Blaine County Environmental regulations, Flood Plain and Hillside, contained in Blaine County Development Ordinances, shall prevail." Some of the provisions of this Ordinance have been rendered no longer valid by Idaho court decisions.

The applicant has not submitted an application to Blaine County for the development of Lot 1A, Block 1, CGP, LLC.

The development of Lot 1A, Block 1, CGP, LLC in Blaine County could include up to 24 units with a PUD development. A straight lot/block subdivision would result in approximately 16 units. In comparison, development in the City of Hailey would result in 6-10 more units.
Broadford Road Pedestrian and Nonmotorized issues

The condition of Broadford Road and the need for improved bike/pedestrian facilities are key considerations triggered by development in this area. Note that these issues would be triggered by development in the County or in the City.

As a result of the current application, the city initiated an investigation of pedestrian and bike traffic on Broadford Road. The city hired Alta Planning + Design and the applicant has paid for all Alta work related to the attached report which identifies the need for a dedicated multi-use path. The report also outlines a preliminary design for the construction of a path from Cedar Street to the southern property boundary of the proposed Colorado Gulch Preserve subdivision. The Commission felt that the path improvements outlined by Alta Planning + Design would be a highly desirable addition to the recreational paths available to the public.

The existing vehicular travel lanes on Broadford Road have also been identified as infrastructure which is currently need of improvement, and would be further impacted by either city or county development in this area. Staff and the applicant have identified areas which will require rehabilitation sometime in the next 10 years. Improvements to both the existing asphalt and some portions of the existing base will be required to fully rehabilitate the road. Additionally, the road width from Cedar Street to Silver Star Drive in a number of areas should be widened. See page 9 for further analysis regarding Broadford Road.

Forced Annexation Parcels

The forced annexation of four associated taxlots (two of which are owned by the same family) was discussed by the Planning and Zoning Commission in depth during their review of the current application. Concerns included loss of existing infrastructure value if connections are required (newer septic systems and wells), the cost of connecting to city utilities, and the loss of county development rights, specifically the ability to construct accessory dwelling units. The Commission recommends the Council consider Haley Code Section 13.04.030 which allows the city to delay the official notice of requirement to connect. Once the city issues notice to the property owners, the connection must be made within 180 days, and the property owner may request a postponement of up to 5 years. The Commission discussed several triggers for the city to issue notice to connect:

a) Upon owner’s request
b) Upon change of use
c) Upon sale of property (this option was not favored by Commissioners)

Zoning for Forced Annexation Parcels

Two of the four tax lots, 7731 and 7732 are located on either side of Silver Star Drive adjacent to Broadford Road. Because of the connectivity to adjacent residential development, the Commission recommends LR-2 zoning for both tax lots.

Tax Lots 3913 and 7732 are located on the east side of Broadford Road and are adjacent to Airport West Subdivision. Because both lots are currently accessed from Broadford Road and have residential use, the Commission is recommending LR-2 zoning with revised zoning to SCI upon relocated access from Broadford Road to Airport West Subdivision. Both tax lots have the ability to revise access location to Airport West Subdivision.
The applicant has submitted a lot density analysis of the surrounding neighborhoods and the proposed Colorado Gulch Preserve Subdivision. Table 1 below is based upon applicant analysis of other City of Hailey subdivision densities.

Table 1: Hailey Subdivisions Density Summary

<table>
<thead>
<tr>
<th>Subdivision</th>
<th>Total # Lots</th>
<th>Total Acreage</th>
<th>Total Lots/Acre</th>
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</thead>
<tbody>
<tr>
<td>Colorado Gulch Preserve</td>
<td>36</td>
<td>24.46</td>
<td>1.47</td>
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<tr>
<td>Della View</td>
<td>114</td>
<td>53.23</td>
<td>2.14</td>
</tr>
<tr>
<td>Deer Field</td>
<td>231</td>
<td>84.19</td>
<td>2.74</td>
</tr>
<tr>
<td>Northridge</td>
<td>337</td>
<td>157.58</td>
<td>2.13</td>
</tr>
<tr>
<td>Old Cutters</td>
<td>157</td>
<td>60.24</td>
<td>2.61</td>
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The average lot size in Colorado Gulch Preserve Subdivision is 0.4 acres. The Commission recommends that larger lots and lower density is appropriate given the rural feel and its distance from the core of the city. The Commission recommends Colorado Gulch Preserve Subdivision Parcel D (open space and dedicated park) be zoned RGB and the remainder of the subdivision be LR-2.

Annexation & Development Revenue

A summary of the associated costs and revenues for this project are below in Tables 2 and 3.

Table 2: Project Costs

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<th>Broadford Road Improvements</th>
<th>$152,575 (Applicant Estimate, does not include road widening, associated earthwork, additional base repair, drainage improvements)</th>
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<tr>
<td>Broadford Road Multi-Use Path Improvements</td>
<td>$200,000 - $275,000 (5/31/17 ALTA Planning + Design Memorandum)</td>
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<td><strong>Subtotal:</strong></td>
<td>$352,575 - $427,575</td>
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Table 3: Estimated Project Revenue based on 36 units

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<th>Annexation Fees</th>
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<tr>
<td>On-Site Sidewalk In Lieu Fees</td>
<td>$142,350 (Applicant Estimate= $136,413 Secondary Estimate= $148,250)</td>
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<td>Development Impact Fees</td>
<td>$74,997</td>
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<td>Wastewater Hookup Fees</td>
<td>$94,068</td>
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<td>Water Hookup Fees</td>
<td>$165,716</td>
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<td>Building Permit Fees</td>
<td>$206,192</td>
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<td><strong>Subtotal:</strong></td>
<td>$815,543</td>
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Standards of Evaluation

Pursuant to Section 14.01.050, Submittal Requirements, the follow items are required to review an annexation application:
A. Application fees established by ordinance.

Staff Comment:

The applicant has paid fees of two (2) $10,000 payments for staff and consultant time to produce staff reports associated with the annexation and subdivision applications.

B. A statement of the size of the property in square footage and acres.

Staff Comment: The application shows 24.46 acres (1,065,296 square feet) of land area for annexation.

C. A description of the proposed project, including the approximate a) number and size of proposed lots, b) length and location of the proposed water and sewer mains, c) length and location of proposed streets and alleys, and d) length and location of the proposed sidewalks.

Staff Comment: 36 lots are shown on the preliminary plat. Preliminary plans also show the location of water and sewer mains. The Impact Evaluation submittal states there will be 3,350' of new water main and 2,200' of new sewer main as well as a wastewater lift station, if necessary, dedicated to the city of Hailey.

D. A schematic design of the entire project showing the proposed uses, density, streets, alleys, easements, and proposed size and location of open spaces and parks.

Staff Comment: The preliminary plat shows proposed uses, street locations, easements, open and park space. No alleys are proposed. Density calculations were provided on 3/3/17. The proposed subdivision density is 1.47 lots/ac. In comparison, Della View Subdivision density is approximately 2.14 units/ac and Deerfield Subdivision is 2.74 units/ac.

E. A statement describing how the proposed project complies with specific goals and policies of the Hailey Comprehensive Plan.

Staff Comment: Refer to Comprehensive Plan review beginning on page 14.

F. A statement describing how the proposed project is compatible with adjacent neighborhood(s).

Staff Comment: Density summary provided shows compatibility with adjacent neighborhoods. The density steps down from the slightly denser city neighborhoods of Della View to the rural residential neighborhoods on Broadford Road.

G. A statement describing how the applicable natural resources (e.g., water courses, springs, streams, wildlife and access to public lands) and natural hazards (e.g., avalanche, floodplains and floodways) are incorporated into proposed project and/or mitigated.

Staff Comment: Cove Canal is an existing water course, a man-made irrigation canal, which traverses through the southwest corner of the development. Parcel D is a proposed 3.25 acre public park with two points of public access which includes all of Cove Canal within the proposed
development. No springs or streams are identified on site. Per the Applicant’s impact evaluation, “the project is located next to residential neighborhoods and near the urban areas of Hailey to the north, Broadford Road, and Airport West Industrial park to the east, and large residential properties to the south and west. Minimal wildlife activity occurs on the upper bench adjacent to Broadford Road where the primary project area is located resulting in an insignificant change in the overall habitat availability.”

Existing FEMA floodplains and floodways are shown on the preliminary plat. All proposed building envelopes are located outside the floodplain. No avalanche zones are identified on site.

H. A statement describing what contributions and/or dedications the applicant is willing to make as part of the proposed annexation.

Staff Comment: The Applicant has agreed to make contributions to be determined at the council level. No formal agreement between Staff and the Applicant has taken place. See the Annexation and Development Revenue tables on pages 4 and 5 of this staff report.

I. A description of how the proposed annexation will protect Hailey’s established or proposed wellhead protection zones.

Staff Comment: The project is downstream of Hailey’s wellhead protection zones and will have no impact.

J. A detailed description of how the annexation will impact the existing municipal infrastructure and services (e.g., water, sewer, streets, library, police, fire and parks).

Staff Comment:

Water
8-inch water mains are shown connecting into the existing water system with two connection points within the Airport West Subdivision. If Parcel A on the east side of Broadford Road changes ownership in the future, the city may require easements across Parcel A to accommodate these connections. Final design plans shall show connections to existing water lines. Future expansion options of the water system to provide service to Tax lots 7731 and 7732 to the north shall be included in the final design. One potential option includes the installation of a tee near the northern intersection of Broadford Road and Red Feather Way for the future installation of a main through Parcel A.

The applicant is proposing the use an existing surface water right to irrigate all open space parcels. See the water rights summary submitted by the applicant 3/3/17. The water right authorizes the irrigation of a total of 23.6 acres using 0.41 cfs.

10’ horizontal separation of parallel and 3’ vertical separation of crossing potable and nonpotable utilities shall be maintained.

International Fire Code requires hydrants to be located adjacent to intersections and every 500’. The submitted plans show hydrants at each intersection of Broadford Road and Red Feather Way. It appears that hydrants proposed within the development are separated by approximately 500’; however, no
centerline stationing is provided. Spacing shall be confirmed on final design plans. Fire suppression water demands shall be 1,500 gal/min.

Staff and the applicant conducted a capacity analysis of the existing City of Hailey water system using the “Water System Master Plan” dated May 2015 by SPF Water Engineering.

- **Capacity:**

  The City of Hailey’s water system has a firm capacity of 7.3 mgd which is the total potable water source capacity (9.79 mgd) minus its largest well source. Based upon the “Water System Master Plan”, the city’s 5-year average water usage is 7.0 mgd. The city is not exceeding its firm capacity; however, with anticipated growth within the city limits, use is anticipated to reach the firm capacity in 2019.

- **Proposed Development Demand:**

  Per the Annexation Preliminary Impact Evaluation for Colorado Gulch Preserve, the applicant anticipates water usage to be approximately 30,240 gpd. Using a peak factor of 2.4 from the “Water System Master Plan“, the peak seasonal usage is approximately 75,600 gpd (2,100 gpd x 36 lots). For the purposes of this analysis, staff has assumed the difference between average water usage and the seasonal peak water usage to be the volume of irrigation water necessary to serve the subdivision. The proposed Colorado Gulch Preserve average water usage is a small percentage of the total city water usage, approximately 0.5% (1% using the seasonal daily peak).

  P & Z and staff recommends that the council considers providing potable water service to the proposed Colorado Gulch Preserve if the applicant is willing to utilize its existing surface water rights to provide irrigation to each residential lot and for right-of-way landscaping including street trees in addition to all open space parcels. A redundant municipal irrigation service may be provided by the city to be utilized only if water rights are cut before the end of the irrigation season.

  If the Applicant wishes to install one irrigation system served by both sources instead of a primary and redundant system, a reduced pressure backflow assembly shall be installed because it would be considered a high hazard application. High hazard application system plans shall be submitted to DEQ for their approval.

**Sewer**

8-inch sewer mains are proposed to gravity feed the subdivision to the south. A lift station will then pump the effluent to the existing Electra Lift Station.

The preference of both staff and the applicant is to avoid a new lift station by installing gravity sewer line from the proposed development south, parallel with Broadford Road, to the existing Electra Lift Station. If gravity flow to the Electra Lift Station is not possible, a new lift station as shown in the revised plans received 3/3/17 shall be installed and the new pressure line shall tee into the existing 10" force main located in Broadford Road.
Staff and the applicant conducted a capacity investigation of three components of the existing City of Hailey sewer system.

1. **Wastewater Treatment Plant**: based upon 2012 Corollo “Wastewater Facilities Plan”.

   The treatment plan is currently operating near its firm capacity. The firm capacity is the flow rate the plant can handle without redundant systems; the limiting component of the Hailey Treatment Plant is the capacity of one SBR basin (there are two basins). If one basin requires maintenance, the second can only handle a flow rate of approximately 0.7 mgd. The treatment plant may not be able to meet the requirements of its current permit if one basin has to be “off-line” for extended periods. The firm capacity is approximately 50% of the treatment facility capacity. As the applicant stated in response to the staff punch list memo, plant upgrades may not need to be initiated until the facility is at 85% of design capacity.

   Assuming a wastewater production rate per connection of 215 gpd, the treatment facility has the capacity for approximately 1,600 new connections before 85% of the plant capacity is reached. The proposed Colorado Gulch Preserve Subdivision is proposing 36 new connections which are 2.3% of the available new connections.

   The “Wastewater Facilities Plan” does not clearly estimate the infill potential within the city limits; however, the city feels that because the proposed development is a small percentage of possible new connections, the treatment plant has the capacity to accept wastewater from the proposed Colorado Gulch Subdivision.

2. **Riverside Lift Station and Force Main**: based upon 2012 Corollo “Wastewater Facilities Plan” and flow data collected by the City of Hailey Wastewater Department.

   See the applicant submitted analysis of the peak hour wastewater flow based upon the actual observed peak hour flow and the theoretical peak hour flow using a peaking factor of 3.2. The observed peak flow was 74% of the theoretical peak flow.

   Using the theoretical peak hour flow and capacity approximations from the “Wastewater Facilities Plan”, the applicant determined the Riverside Lift Station is currently operating at 60% of capacity and the 10” force main is operating at 42% capacity.

   Staff agrees with the applicant’s analysis that the existing Riverside Lift Station and force main have capacity to accept wastewater from the proposed Colorado Gulch Subdivision (approximately 7,740 gpd).

3. **Electra Lift Station**: based upon pump station data collected by the City of Hailey Wastewater Department.
The Electra Lift Station is a 72" diameter wet well with two Flygt pumps design to operate alternately with a design flow rate capacity of 1,700-3,200 gpm. The system is currently programmed so only one pump is currently operating but the second can switch on if necessary to keep up with the incoming flow.

The applicant provided analysis of the pump station data collected by the wastewater department shows that one pump is conservatively operating at 600 gpm. At a minimum, the pump is operating at 418 gpm and at a maximum of 1066 gpm. Theoretically, assuming that if one of the two pumps operates for an entire hour, the flow rate x 60 minutes is the capacity of the lift station. On average, the capacity of the lift station is 36,000 gph. At a minimum, the lift station has a capacity of 25,080 gph. At a maximum, the lift station has a capacity of 63,960 gph.

The existing flow at the Electra Lift Station per the applicant’s analysis of collected data is 2,466 gph. The total daily flow for the proposed Colorado Gulch Preserve of 7,740 gpd, the peak hour flow for the proposed subdivision is 1,032 gph using a peak hour factor of 3.2 [(7,740 / 24) * 3.2 = 1032 gph]. The proposed flow at the Electra Lift Station including the Colorado Gulch Preserve is approximately 3,500 gph.

The proposed flow at the Electra Lift station would be 10% of the average capacity of the system. Staff agrees with the applicant that the existing lift station has capacity for the proposed Colorado Gulch Preserve Subdivision.

P & Z recommends council provide sewer service based upon staff's analysis that the existing treatment facility, Riverside pump station and force main, and Electra lift station all have capacity for the minimal impacts of the proposed Colorado Gulch Preserve Subdivision.

Streets
Broadford Road was identified as an existing road that will be impacted by any development in this area. The road requires rehabilitation. Blaine County rehabilitated Broadford Road approximately from Silver Star Drive south beyond the proposed development frontage to approximately 22’ wide. The road in this area is in good shape and staff does not feel this section needs additional improvements.

Two separate aspects of Broadford Road were studied:
1. The existing road structural health (condition of existing road base and subbase).
2. The existing road with in regards to the city mobility standard in Title 18.

The City Streets Department conducted single and double chip seals within the City of Hailey along Broadford Road in the summer of 2016. The images included in the packet show the condition of Broadford Road prior to this work. The applicant submitted logs from road borings conducted on 2/21/17 in four (4) locations along Broadford Road. Staff and the Applicant walked Broadford Road with the results of the road borings from the Colorado Gulch Road to Cedar Street and attempted to identify areas where the existing base or subbase is under-performing. Though the borings revealed base that
would not need to be replaced, the pavement failure evident in the photos taken before the 2016 chip seal suggest some damage to the existing base.

Staff anticipates road improvements to include grinding the 2-3.5” of existing asphalt, repairing the existing road base in locations identified in the field (base repair could range from minor “spot repairs” to a majority of the base being replaced), widening the road base where necessary, and repaving the road with 2.5-3” of asphalt. Additionally, staff recommends drainage improvements on the portions of the west side of Broadford Road including ditch excavation and drywell installation or driveway adjustments. The east side of Broadford Road may require ditch excavation and utility adjustments along portions of the road from the existing Church to the southern frontage of the proposed development.

Existing asphalt widths of Broadford Road range from 19-22.6’. Per Title 18, Broadford Road is classified as a Residential Collector and Bicycle Corridor which constitutes a 10-12’ shared travel lane (20-24’ vehicular travel width), and a sharrow or 5’ bike lane. Because of existing constraints along Broadford Road, per the “Colorado Gulch Preserve Review- Active Transportation Elements & Recommendations” a connected bike lane is not recommended.

Staff recommends the Council consider two paved widths for the proposed rehabilitation of Broadford Road. See Table 4 below summarizing the advantages/disadvantages of the two options.

<table>
<thead>
<tr>
<th>Table 4: Broadford Road Width Advantages and Disadvantages</th>
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<tbody>
<tr>
<td><strong>Advantages</strong></td>
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The Broadford Road improvements are listed as a CIP in the cities adopted CIP.

P & Z recommends that Broadford Road be at least 22’ wide starting at the southern project property line to Cedar Street.

Parks
A public park is proposed in Parcel D.

Fire/Police
No concerns have been risen from the Fire or Police Departments.

K. A statement of who will maintain the streets, alleys, parks and utilities (privately and publicly owned utilities) and how the maintenance of the streets, alleys, parks and utilities (privately and publicly owned utilities) will be funded.

Staff Comment: All streets, sewer, and municipal water systems will be dedicated to and maintained by the city. All private surface water irrigation infrastructure shall be dedicated to the city but maintained by the Homeowners Association. Parks and open space will be maintained and funded through the Homeowner's Association, unless otherwise determined by the City.

L. A phasing plan showing the proposed dates of construction and completion of phased construction for infrastructure, streets, alleys, utilities and all other development. In the case of a phased project, items C and D above may be omitted for future phases; however provisions shall be made within an annexation agreement for submittal of plans and payment of fees for future phases.

Staff Comment: N/A

M. Unless the Administrator determines, in the Administrator's sole and absolute discretion, one or more of the following studies are not warranted based on the size, scope and impact of a proposed annexation, the following studies shall be submitted:

a) Traffic study showing impact on adjacent streets and streets that would serve the proposed project.

Staff Comment:
Galena Engineering submitted a Traffic Impact Assessment, "Colorado Gulch Preserve- A proposed subdivision annexation to Hailey, Idaho" dated January 20, 2017 with a minor revision submitted on March 3, 2017. The study reviewed three existing intersections potentially impacted by the Colorado Gulch Preserve development:

1. SH75 & Cedar Street
2. Cedar Street & Broadford Road
3. Cedar Street & River Street

Under existing 2017 traffic conditions, all intersections are operating at acceptable levels except eastbound SH75 & Cedar Street, which experiences a delay for left turning traffic onto northbound SH75. This result is consistent for background (existing traffic without the proposed development) and projected (existing traffic with proposed development) analyses in 2018 and 2028.

Tables 4 and 5 in the report summarize the impact the proposed development traffic has on the three intersections listed above. The delay anticipated for background and projected conditions is nearly the same, and all intersections remain at acceptable Level of Services except eastbound SH75 and Cedar Street. Because the proposed development is not changing the Level of Service of the studied intersections, staff does not recommend requesting mitigation at these intersections.

The intersection of SH75 and Cedar Street should be studied separately to reduce the delay for eastbound traffic.

b) Floodplain study (if applicable).
Staff Comment: Floodplain areas are shown on the preliminary plat

c) Avalanche study (if applicable).
Staff Comment: No avalanche areas are indicated.

d) Wetland study (if applicable).
Staff Comment: Per the Applicant’s impact Evaluation, wetlands exist below the bench but are not shown at this time and generally fall within that area encumbered by the floodplain.

e) Wildlife study.
Staff Comment: The project is located next to residential neighborhoods and near the urban areas of Halley to the north, Broadford Road, and Airport West Industrial park to the east, and large residential properties to the south and west. Minimal wildlife activity occurs on the upper bench adjacent to Broadford Road where the primary project area is located resulting in an insignificant change in the overall habitat availability.

f) A Level I environmental study showing the presence of any hazardous waste.
Staff Comment: not provided, assumed not applicable.

g) Contour map depicting 15% and 25% slope lines measured at two foot (2') intervals.
Staff Comment: N/A

N. A list of names and mailing addresses of all property owners within 300’ of the external boundaries of the proposed annexation and the names and mailing addresses of all easement holders within the proposed annexation.

Staff Comment: Included in application and 300’-adjoiners noticed.
O. A description of all water rights, including all surface and ground water rights, appurtenant to the real property subject of the annexation. The description of all water rights shall include a description of all the elements of the water rights, including but not limited to the source, quantity, priority date, point of diversion, purpose and period of use, place of use, and any provisions or conditions attached to the water right. The applicant shall attach all decrees, licenses and permits describing the water rights to the application for annexation.

Staff Comment: A water rights summary by Brockway Engineering was provided on 3/3/17. See staff's memo summarizing the reasons the city is not interested in acquiring the water right, but staff is suggesting that the Applicant use the water right for residential and open space irrigation pursuant to Idaho State Code Section 67-6537.

P & Z recommends that the applicant use the existing water right for residential and open space irrigation pursuant to Idaho State Code Section 67-6537.

Pursuant to Section 14.01.090 and the Hailey Municipal Code, the Council's review shall include:

The Council shall review the particular facts and circumstances of a proposed annexation for the purpose of determining:

a) whether the proposed annexation will be harmonious and in accordance with the goals and policies of applicable components of the Hailey Comprehensive Plan;

b) whether the proposed annexation would be in the best interest of the citizens of Hailey; and

c) to the extent possible, whether the proposed annexation will have a negative fiscal impact upon the existing citizens of Hailey at the time of annexation and in the future.

Staff's summary of each item follows.

a) Whether the proposed annexation will be harmonious and in accordance with the goals and policies of applicable components of the Hailey Comprehensive Plan

Staff Comprehensive Plan Review
Purpose of the Comprehensive Plan (excerpted from the “Purpose, Intent and Format” section of the Introduction:

"The Comprehensive Plan of the City of Hailey is created to guide land use change over time. Future land use related decisions of the Planning and Zoning Commission and City Council should be based on the Plan in its entirety not just on individual sections; the sections of this Plan should not be read in isolation of the other sections or separated from the whole plan for reasons of arbitrary illustration. Many topics relate to more than one section; footnotes direct readers to other sections that may address the same topic."

Section 1 - Natural Resources, Energy and Air Quality
Goal 1.1 - Preserve, protect and restore natural resources including waterways, floodplains, wetlands, soil, community forest, native vegetation, green space and wildlife habitat and migration corridors for the benefit of the City and its residents.

This application, with properly placed building envelopes and wetland setbacks, will protect the floodplain and wetland areas in the southwestern portion of the property.

Section 4 Recreation, Parks and Lands
Goal 4.1 - Create and maintain an interconnected system of parks, recreational facilities, trails, green spaces and natural lands in order to provide diverse recreation opportunities for Hailey residents within ¼ mile to ½ mile of the greatest number of residents.

If open to the public, Parcel D will provide a connection to a larger piece of protected land owned by the Wood River Land Trust.

Section 5 Land Use, Population and Growth Management
The background information part of this section concludes the “city seeks to accommodate population growth through a balanced combination of two means: infill development and expansive development.

The Council should consider this annexation request in balance with other known or pending infill developments.

Goal 5.6 - Manage and accommodate population growth by infill development and, when appropriate, minimal expansion by annexation and/or density increases.

The Council should consider if this application is an appropriate minimal expansion as indicated in the goal above. The table on page 21 of the plan indicates that, in 2009, 5.9% of Hailey’s total land area was zoned LR-2 (proposed zoning for this application). At the time of the study in 2009 there were 42.6 undeveloped acres in LR-2 (31% of the total).

Section 8 Housing
Goal 8.1 – Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels.

The Council should consider the likely contribution of this application toward opportunities for homeownership.

Section 9 Public Facilities, Utilities and Services
Goal 9.1 - Plan for the long-term utilities, service and facility needs of the City while minimizing impacts to the greatest extent possible.

The Council should evaluate the utility plans for this annexation and the potential long-term implications regarding the provision of utility services.

Section 10 Transportation and Circulation
Goal 10.1 - Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents.
In addition to traffic impacts and vehicular counts, the Council should consider the need for other multi-modal transportation infrastructure.

**Land-Use Map**
The area proposed for annexation is identified as Traditional Residential on the Hailey Comprehensive Plan Land Use Map.

The Council shall also determine if the property sought to be annexed should be zoned as one or more particular Zoning Districts, as more fully described in the Hailey Zoning Ordinance. The Council shall make Findings of Fact and Conclusions of Law relating to the application’s general compliance with the Hailey Comprehensive Plan and to the zoning determination.

The applicant is proposing that all of the land annexed within Colorado Gulch Preserve Subdivision be zoned LR-2. The proposed area is adjacent to or in the vicinity of lands zoned SCI - Industrial, LR-1 and unincorporated county zoned R-1. The City Attorney has advised that island should not be created. Therefore, three additional parcels will also be annexed with this project if the Commission recommends annexation of this application. Staff recommends Taxlots 7731 and 7732 directly adjacent to the north of the proposed subdivision will be zoned LR-2. Staff recommends the two parcels on the east side of Broadford Road, Taxlots 3913 and 7505 to be annexed be zoned LR-2 until such time as the properties are accessed from Airport West Subdivision instead of Broadford Road. Once the parcels are accessed from Airport West Subdivision, the properties’ zoning will become SCI.

**b) Whether the proposed annexation would be in the best interest of the citizens of Hailey**

The proposed annexation would provide several benefits for the citizens of Hailey:
- **Broadford Road Rehabilitation:** Broadford Road is currently maintained by the City of Hailey beyond the existing city limits. During the summer of 2016, the Streets Department conducted single and double chip seals on a portion of Broadford Road to improve the lifespan; however, staff feels base repair and asphalt replacement up to the county improved portion will be necessary in the next 10 years. See page 9 for a more detailed analysis of the existing road health. Colorado Gulch Preserve could result in the completion of the improvement project.
- **Broadford Road Multi-Use Path:** “Colorado Gulch Preserve Review- Active Transportation Elements & Recommendations” by Alta Planning + Design identifies the compatibility of this project with the BCRDs plans for a continuous path along Broadford Road. In lieu fees for on-site sidewalks could pay for nearly 75% of the path construction cost.
- **Open Space:** Parcel D will provide access to the Wood River Land Trust parcel to benefit the public.
- **Orderly Development:** The subdivision will provide orderly development within the Area of City Impact.

**c) To the extent possible, whether the proposed annexation will have a negative fiscal impact upon the existing citizens of Hailey at the time of annexation and in the future**

The below tables summarize the costs and revenue associated with the annexation and development of the proposed Colorado Gulch Subdivision.
Table 5: Project Costs

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadford Road Improvements</td>
<td>$152,575</td>
<td>Applicant Estimate, does not include road widening, associated earthwork,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>additional base repair, drainage improvements</td>
</tr>
<tr>
<td>Broadford Road Multi-Use Path Improvements</td>
<td>$200,000 - $275,000</td>
<td>5/31/17 ALTA Planning + Design Memorandum</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$352,575 - $427,575</strong></td>
<td></td>
</tr>
</tbody>
</table>

Table 6: Estimated Project Revenue based on 36 units

<table>
<thead>
<tr>
<th>Fees</th>
<th>Amount</th>
<th>Estimate Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexation Fees</td>
<td>$131,220</td>
<td></td>
</tr>
<tr>
<td>On-Site Sidewalk In Lieu Fees</td>
<td>$142,350</td>
<td>Applicant Estimate= $136,413, Secondary Estimate= $148,250</td>
</tr>
<tr>
<td>Development Impact Fees</td>
<td>$74,997</td>
<td></td>
</tr>
<tr>
<td>Wastewater Hookup Fees</td>
<td>$94,068</td>
<td></td>
</tr>
<tr>
<td>Water Hookup Fees</td>
<td>$166,716</td>
<td></td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>$205,192</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$815,543</strong></td>
<td></td>
</tr>
</tbody>
</table>
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On April 24, 2017 the Hailey Planning & Zoning Commission considered an application by CGP, LLC. represented by Galena Engineering for the Annexation of Lot 1A, Block 1, Stevens Family Ranch LLC, Map 2N R18E Sections 15 & 16 (N. of 81 Broadford Road near Colorado Gulch Road).

Applicant: CGP, LLC, c/o Jeff Pfaeffle

Property Owner: Stevens Family Ranch, LLC

Project: Application for Annexation of 24.46 acres

General Location: West of Airport West Subdivision and South of Della View/Broadford Estates Subdivision

Legal Description: Lot 1A, Block 1, Stevens Family Ranch, LLC

Notice
Notice for the January 23, 2017, public hearing was published in the Idaho Mountain Express on January 4, 2017. The notice was mailed to property owners within 300 feet and to public agencies on January 3, 2017. The notice was posted on all boundaries of the subject property on January 16, 2017. The public hearing was continued on the record to March 13, 2017 but was not discussed and was continued again to April 24, 2017.

Application
CGP, LLC, represented by Galena Engineering, submitted an application for annexation of approximately 24.46 acres to be utilized for residential development. The schematic plan for the subject property includes 36 residential lots. All lots are single family lots. Several open space parcels are also shown on the plat.

Procedural History
The application for annexation was received and certified as complete on November 18, 2016. Review of the annexation application took place on January 23, 2017, was continued to but not discussed on March 13, 2017, and was continued again to April 24, 2017.

Items discussed at the April 24, 2017 hearing included:

- Traffic contributing to level of service (LOS) F at Cedar Street and Highway 75 clarification. The proposed subdivision would contribute just one eastbound trip on Cedar Street turning north onto Highway 75 both in the AM and PM peak period. This contribution is based upon the existing traffic patterns as described in a Traffic Impact Study conducted by Galena Engineering.
- Forced Annexation of Taxlots 3913, 7505, 7731, and 7732 (see Standard (b) herein).
- Benefits to the Hailey citizens of Broadford Road improvements
- Benefits to the City of Hailey of bike/pedestrian path improvements on Broadford Road

Standards of Evaluation
Pursuant to Section 14.01.050, Submittal Requirements, the follow items are required to review an annexation application:

A. Application fees established by ordinance.

P&Z Commission Finding: This issue will be addressed by the City Council.

B. A statement of the size of the property in square footage and acres.

P&Z Commission Finding: The application shows 24.46 acres (1,065,296 square feet) of land area for annexation.

C. A description of the proposed project, including the approximate a) number and size of proposed lots, b) length and location of the proposed water and sewer mains, c) length and location of proposed streets and alleys, and d) length and location of the proposed sidewalks.

P&Z Commission Finding: 36 lots are shown on the preliminary plat. Preliminary plans also show the location of water and sewer mains. The Impact Evaluation submittal states there will be 3,350' of new water main and 2,200' of new sewer main as well as a wastewater lift station dedicated to the city of Hailey.

D. A schematic design of the entire project showing the proposed uses, density, streets, alleys, easements, and proposed size and location of open spaces and parks.

P&Z Commission Finding: The preliminary plat shows proposed uses, street locations, easements, open and park space. No alleys are proposed. Density calculations were provided on 3/3/17. The proposed subdivision density is 1.47 lots/ac. In comparison, Della View Subdivision density is approximately 2.14 units/ac and Deerfield Subdivision is 2.74 units/ac.

E. A statement describing how the proposed project complies with specific goals and policies of the Hailey Comprehensive Plan.


F. A statement describing how the proposed project is compatible with adjacent neighborhood(s).

P&Z Commission Finding: Density summary provided shows compatibility with adjacent neighborhoods. The density steps down from the slightly denser city neighborhoods of Della View to the rural residential neighborhoods on Broadford Road.

G. A statement describing how the applicable natural resources (e.g., water courses, springs, streams, wildlife and access to public lands) and natural hazards (e.g., avalanche, floodplains and floodways) are incorporated into proposed project and/or mitigated.

P&Z Commission Finding: Cove Canal is an existing water course, a man-made irrigation canal, which traverses through the southwest corner of the development. Parcel D is a proposed 3.25 acre
public park with two points of public access which includes all of Cove Canal within the proposed development. No springs or streams are identified on site. Per the Applicant’s Impact evaluation, “the project is located next to residential neighborhoods and near the urban areas of Hailey to the north, Broadford Road, and Airport West industrial park to the east, and large residential properties to the south and west. Minimal wildlife activity occurs on the upper bench adjacent to Broadford Road where the primary project area is located resulting in an insignificant change in the overall habitat availability.”

Existing FEMA floodplains and floodways are shown on the preliminary plat. All proposed building envelopes are located outside the floodplain. No avalanche zones are identified on site.

H. A statement describing what contributions and/or dedications the applicant is willing to make as part of the proposed annexation.

P&Z Commission Finding: The Applicant has agreed to make contributions to be determined at the council level. No formal agreement between the City and the Applicant has taken place.

I. A description of how the proposed annexation will protect Hailey’s established or proposed wellhead protection zones.

P&Z Commission Finding: The project is downstream of Hailey’s wellhead protection zones and will have no impact.

J. A detailed description of how the annexation will impact the existing municipal infrastructure and services (e.g., water, sewer, streets, library, police, fire and parks).

P&Z Commission Finding:

Water
8-inch water mains are shown connecting into the existing water system with two connection points within the Airport West Subdivision. If Parcel A on the east side of Broadford Road changes ownership in the future, the city may require easements across Parcel A to accommodate these connections. Final design plans shall show connections to existing water lines. Future expansion options of the water system to provide service to Tax lots 7731 and 7732 to the north shall be included in the final design. One potential option includes the installation of a tee near the northern intersection of Broadford Road and Red Feather Way for the future installment of a main through Parcel A.

The applicant is proposing the use on existing surface water right to irrigate all open space parcels. See the water rights summary submitted by the applicant 3/3/17. The water right authorizes the irrigation of a total of 23.6 acres using 0.41 cfs.

10’ horizontal separation of parallel and 3’ vertical separation of crossing potable and nonpotable utilities shall be maintained.

International Fire Code requires hydrants to be located adjacent to intersections and every 500’. The submitted plans show hydrants at each intersection of Broadford Road and Red Feather Way. It appears that hydrants proposed within the development are separated by approximately 500’; however, no
centerline stationing is provided. Spacing shall be confirmed on final design plans. Fire suppression water demands shall be 1,500 gal/min.

Staff and the applicant conducted a capacity analysis of the existing City of Hailey water system using the "Water System Master Plan" dated May 2015 by SPF Water Engineering.

- **Capacity:**

  The City of Hailey's water system has a firm capacity of 7.3 mgd which is the total potable water source capacity (9.79 mgd) minus its largest well source. Based upon the "Water System Master Plan", the city's 5-year average water usage is 7.0 mgd. The city is not exceeding its firm capacity; however, with anticipated growth within the city limits, use is anticipated to reach the firm capacity in 2019.

- **Proposed Development Demand:**

  Per the Annexation Preliminary Impact Evaluation for Colorado Gulch Preserve, the applicant anticipates water usage to be approximately 30,240 gpd. Using a peak factor of 2.4 from the "Water System Master Plan", the peak seasonal usage is approximately 75,600 gpd (2,100 gpd x 36 lots). For the purposes of this analysis, staff has assumed the difference between average water usage and the seasonal peak water usage to be the volume of irrigation water necessary to serve the subdivision. The proposed Colorado Gulch Preserve average water usage is a small percentage of the total city water usage, approximately 0.5% (1% using the seasonal daily peak).

P & Z Commission recommends that the council considers providing potable water service to the proposed Colorado Gulch Preserve if the applicant is willing to utilize its existing surface water rights to provide irrigation to each residential lot and for right-of-way landscaping including street trees in addition to all open space parcels. A redundant municipal irrigation service may be provided by the city to be utilized only if water rights are cut before the end of the irrigation season.

If the Applicant wishes to install one irrigation system served by both sources instead of a primary and redundant system, a reduced pressure backflow assembly shall be installed because it would be considered a high hazard application. High hazard application system plans shall be submitted to DEQ for their approval.

**Sewer**

8-inch sewer mains are proposed to gravity feed the subdivision to the south. A lift station will then pump the effluent to the existing Electra Lift Station.

The preference of both staff and the applicant is to avoid a new lift station by installing gravity sewer line from the proposed development south, parallel with Broadford Road, to the existing Electra Lift Station. If gravity flow to the Electra Lift Station is not possible, a new lift station as shown in the revised plans received 3/3/17 shall be installed and the new pressure line shall tee into the existing 10" force main located in Broadford Road.
Staff and the applicant conducted a capacity investigation of three components of the existing City of Hailey sewer system.

1. **Wastewater Treatment Plant**: based upon 2012 Corollo “Wastewater Facilities Plan”.

   The treatment plan is currently operating near its firm capacity. The firm capacity is the flow rate the plant can handle without redundant systems; the limiting component of the Hailey Treatment Plant is the capacity of one SBR basin (there are two basins). If one basin requires maintenance, the second can only handle a flow rate of approximately 0.7 mgd. The treatment plant may not be able to meet the requirements of its current permit if one basin has to be “offline” for extended periods. The firm capacity is approximately 50% of the treatment facility capacity. As the applicant stated in response to the staff punch list memo, plant upgrades may not need to be initiated until the facility is at 85% of design capacity.

   Assuming a wastewater production rate per connection of 215 gpd, the treatment facility has the capacity for approximately 1,600 new connections before 85% of the plant capacity is reached. The proposed Colorado Gulch Preserve Subdivision is proposing 36 new connections which is 2.3% of the available new connections.

   The “Wastewater Facilities Plan” does not clearly estimate the infill potential within the city limits; however, the city feels that because the proposed development is a small percentage of possible new connections, the treatment plant has the capacity to accept wastewater from the proposed Colorado Gulch Subdivision.

2. **Riverside Lift Station and Force Main**: based upon 2012 Corollo “Wastewater Facilities Plan” and flow data collected by the City of Hailey Wastewater Department.

   See the applicant provided analysis of the peak hour wastewater flow based upon the actual observed peak hour flow and the theoretical peak hour flow using a peaking factor of 3.2. The observed peak flow was 74% of the theoretical peak flow.

   Using the theoretical peak hour flow and capacity approximations from the “Wastewater Facilities Plan”, the applicant determined the Riverside Lift Station is currently operating at 60% of capacity and the 10” force main is operating at 42% capacity.

   The P & Z Commission finds that the existing Riverside Lift Station and force main have capacity to accept wastewater from the proposed Colorado Gulch Subdivision (approximately 7,740 gpd).

3. **Electra Lift Station**: based upon pump station data collected by the City of Hailey Wastewater Department.
The Electra Lift Station is a 72” diameter wet well with two Flygt pumps design to operate alternately with a design flow rate capacity of 1,700-3,200 gpm. The system is currently programmed so only one pump is currently operating but the second can switch on if necessary to keep up with the incoming flow.

The applicant provided analysis of the pump station data collected by the wastewater department shows that one pump is conservatively operating at 600 gpm. At a minimum, the pump is operating at 418 gpm and at a maximum of 1065 gpm. Theoretically, assuming that if one of the two pumps operates for an entire hour, the flow rate x 60 minutes is the capacity of the lift station. On average, the capacity of the lift station is 36,000 gph. At a minimum, the lift station has a capacity of 25,080 gph. At a maximum, the lift station has a capacity of 63,960 gph.

The existing flow at the Electra Lift Station per the applicant’s analysis of collected data is 2,466 gph. The total daily flow for the proposed Colorado Gulch Preserve of 7,740 gpd, the peak hour flow for the proposed subdivision is 1,032 gph using a peak hour factor of 3.2 [(7,740 / 24) * 3.2 = 1032 gph]. The proposed flow at the Electra Lift Station including the Colorado Gulch Preserve is approximately 3,500 gph.

The proposed flow at the Electra Lift station would be 10% of the average capacity of the system. The P & Z Commission finds that the existing lift station has capacity for the proposed Colorado Gulch Preserve Subdivision.

P & Z Commission recommends council provide sewer service based upon staff’s analysis showing that the existing treatment facility, Riverside pump station and force main, and Electra lift station all have capacity for the minimal impacts of the proposed Colorado Gulch Preserve Subdivision.

Streets
Broadford Road was identified as an existing road that will be impacted by the development and requires rehabilitation. Blaine County rehabilitated Broadford Road approximately from Silver Star Drive south beyond the proposed development frontage to approximately 22’ wide. The road in this area is in good shape and the P & Z Commission finds this section does not need additional improvements.

Two separate aspects of Broadford Road were studied:
1. The existing road structural health (condition of existing road base and subbase).
2. The existing road with in regards to the city mobility standard in Title 18.

The City Streets Department conducted single and double chip seals within the City of Hailey along Broadford Road in the summer of 2016. The images included in the packet show the condition of Broadford Road prior to this work. The applicant submitted logs from road borings conducted on 2/21/17 in four (4) locations along Broadford Road. Staff and the Applicant walked Broadford Road with
the results of the road borings from the Colorado Gulch Road to Cedar Street and attempted to identify areas where the existing base or subbase is under-performing. Though the borings revealed base that would not need to be replaced, the pavement failure evident in the photos taken before the 2016 chip seal suggest some damage to the existing base.

Staff anticipates road improvements to include grinding the 2-3.5" of existing asphalt, repairing the existing road base in locations identified in the field (base repair could range from minor "spot repairs" to a majority of the base being replaced), widening the road base where necessary, and repaving the road with 2.5-3" of asphalt. Additionally, staff anticipates necessary drainage improvements on the portions of the west side of Broadford Road including ditch excavation and drywell installation or driveway adjustments. The east side of Broadford Road may require ditch excavation and utility adjustments along portions of the road from the existing Church to the southern frontage of the proposed development.

Existing asphalt widths of Broadford Road range from 19-22.6'. Per Title 18, Broadford Road is classified as a Residential Collector and Bicycle Corridor which constitutes a 10-12' shared travel lane (20-24' vehicular travel width), and a sharrow or 5' bike lane. Because of existing constraints along Broadford Road, per the "Colorado Gulch Preserve Review- Active Transportation Elements & Recommendations" a connected bike lane is not recommended.

The Commission considered two paved widths for the proposed rehabilitation of Broadford Road. Below is a table summarizing the advantages/disadvantages of the two options.

<table>
<thead>
<tr>
<th></th>
<th>22' Wide</th>
<th>24' Wide</th>
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<tbody>
<tr>
<td><strong>Advantages</strong></td>
<td>* Provides space for future striping if/when necessary (recommended 4000 vpd per MUTCD)</td>
<td>* Provides space for future striping if/when necessary (recommended 4000 vpd per MUTCD)</td>
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<tr>
<td></td>
<td>* Narrower paved width may reduce travel speeds</td>
<td>* Room for fog line striping provides gravel shoulder/road base protection</td>
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<td></td>
<td>* Room for fog line striping provides gravel shoulder/road base protection</td>
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<tr>
<td><strong>Disadvantages</strong></td>
<td>* Will require some base/subbase work</td>
<td>* Wider 12' travel lanes may result in increased travel speeds</td>
</tr>
<tr>
<td></td>
<td>* Minimal work required to adjust drainage infrastructure</td>
<td>* Requires most base/subbase work</td>
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<tr>
<td></td>
<td></td>
<td>* May require more earthwork to adjust drainage infrastructure</td>
</tr>
<tr>
<td></td>
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<td>* Largest impact on existing</td>
</tr>
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</table>
The Broadford Road improvements are listed as a CIP in the city’s adopted CIP.

P & Z Commission finds that Broadford Road should be at least 22’ wide starting at the southern property line of the development to Cedar Street.

Parks
A public park is proposed in Parcel D.

Fire/Police
No concerns have been identified by the Fire or Police Departments.

K. A statement of who will maintain the streets, alleys, parks and utilities (privately and publicly owned utilities) and how the maintenance of the streets, alleys, parks and utilities (privately and publicly owned utilities) will be funded.

P&Z Commission Finding: All streets, sewer, and municipal water systems will be dedicated to and maintained by the city. All private surface water irrigation infrastructure shall be dedicated to the city but maintained by the Homeowner’s Association. Parks and open space will be maintained and funded through the Homeowner’s Association, unless otherwise determined by the City.

L. A phasing plan showing the proposed dates of construction and completion of phased construction for infrastructure, streets, alleys, utilities and all other development. In the case of a phased project, items C and D above may be omitted for future phases; however provisions shall be made within an annexation agreement for submittal of plans and payment of fees for future phases.

P&Z Commission Finding: N/A

M. Unless the Administrator determines, in the Administrator’s sole and absolute discretion, one or more of the following studies are not warranted based on the size, scope and impact of a proposed annexation, the following studies shall be submitted:

a) Traffic study showing impact on adjacent streets and streets that would serve the proposed project.

P&Z Commission Finding:
Galena Engineering submitted a Traffic Impact Assessment, "Colorado Gulch Preserve- A proposed subdivision annexation to Hailey, Idaho” dated January 20, 2017 with a minor revision submitted on March 3, 2017. The study reviewed three existing intersections potentially impacted by the Colorado Gulch Preserve development:
1. SH75 & Cedar Street
2. Cedar Street & Broadford Road
3. Cedar Street & River Street

Under existing 2017 traffic conditions, all intersections are operating at acceptable levels except eastbound SH75 & Cedar Street, which experiences a delay for left turning traffic onto northbound SH75. This result is consistent for background (existing traffic without the proposed development) and projected (existing traffic with proposed development) analyses in 2018 and 2028.

Tables 4 and 5 in the report summarize the impact the proposed development traffic has on the three intersections listed above. The delay anticipated for background and projected conditions is nearly the same, and all intersections remain at acceptable Level of Services except eastbound SH75 and Cedar Street. Because the proposed development is not changing the Level of Service of the studied intersections, The P & Z Commission does not recommend mitigation at these intersections.

The intersection of SH75 and Cedar Street should be studied separately to reduce the delay for eastbound traffic.

b) Floodplain study (if applicable).
P&Z Commission Finding: Floodplain areas are shown on the preliminary plat

c) Avalanche study (if applicable).
P&Z Commission Finding: No avalanche areas are indicated.

d) Wetland study (if applicable).
P&Z Commission Finding: Per the Applicant's Impact Evaluation, wetlands exist below the bench but are not shown at this time and generally fall within that area encumbered by the floodplain.

e) Wildlife study.
P&Z Commission Finding: The project is located next to residential neighborhoods and near the urban areas of Hailey to the north, Broadford Road, and Airport West industrial park to the east, and large residential properties to the south and west. Minimal wildlife activity occurs on the upper bench adjacent to Broadford Road where the primary project area is located resulting in an insignificant change in the overall habitat availability.

f) A Level I environmental study showing the presence of any hazardous waste.
P&Z Commission Finding: not provided, assumed not applicable.

g) Contour map depicting 15% and 25% slope lines measured at two foot (2') intervals.
P&Z Commission Finding: N/A

N. A list of names and mailing addresses of all property owners within 300' of the external boundaries of the proposed annexation and the names and mailing addresses of all easement holders within the proposed annexation.
P&Z Commission Finding: Included in application and 300'-adjoiners noticed.

O. A description of all water rights, including all surface and ground water rights, appurtenant to the real property subject of the annexation. The description of all water rights shall include a description of all the elements of the water rights, including but not limited to the source, quantity, priority date, point of diversion, purpose and period of use, place of use, and any provisions or conditions attached to the water right. The applicant shall attach all decrees, licenses and permits describing the water rights to the application for annexation.

P&Z Commission Finding: A water rights summary by Brockway Engineering was provided on 3/3/17. P & Z Commission finds that based upon staff recommendations, the City is not interested in acquiring the water right, and that the Applicant shall use the water right for residential and open space irrigation pursuant to Idaho State Code Section 67-6537.

The Commission has reviewed the particular facts and circumstances of a proposed annexation for the purpose of determining:

a) whether the proposed annexation will be harmonious and in accordance with the goals and policies of applicable components of the Hailey Comprehensive Plan

Staff Comprehensive Plan Review

Purpose of the Comprehensive Plan (excerpted from the “Purpose, Intent and Format” section of the Introduction:

“The Comprehensive Plan of the City of Hailey is created to guide land use change over time. Future land use related decisions of the Planning and Zoning Commission and City Council should be based on the Plan in its entirety not just on individual sections; the sections of this Plan should not be read in isolation of the other sections or separated from the whole plan for reasons of arbitrary illustration. Many topics relate to more than one section; footnotes direct readers to other sections that may address the same topic.”

Section 1 - Natural Resources, Energy and Air Quality

Goal 1.1 - Preserve, protect and restore natural resources including waterways, floodplains, wetlands, soil, community forest, native vegetation, green space and wildlife habitat and migration corridors for the benefit of the City and its residents.

The P & Z Commission finds this application, with properly placed building envelopes and wetland setbacks, will protect the floodplain and wetland areas in the southwestern portion of the property.

Section 4 Recreation, Parks and Lands

Goal 4.1 - 4.1 Create and maintain an interconnected system of parks, recreational facilities, trails, green spaces and natural lands in order to provide diverse recreation opportunities for Hailey residents within ¼ mile to ½ mile of the greatest number of residents.

The P & Z Commission finds Parcel D will provide a connection to a larger piece of protected land owned by the Wood River Land Trust and will benefit the public
Section 5 Land Use, Population and Growth Management

The background information part of this section concludes the “city seeks to accommodate population growth through a balanced combination of two means: infill development and expansive development.

The P & Z Commission finds that this development is consistent with the comprehensive plan and that the city infrastructure has capacity to adequately serve the existing city infill population and the proposed 36 lots for the foreseeable future.

Goal 5.6 - Manage and accommodate population growth by infill development and, when appropriate, minimal expansion by annexation and/or density increases.

The table on page 21 of the plan indicates that, in 2009, 5.9% of Hailey’s total land area was zoned LR-2 (proposed zoning for this application). At the time of the study in 2009 there were 42.6 undeveloped acres in LR-2 (31% of the total). The P & Z Commission finds this annexation application to be a minimal expansion by annexation.

Section 8 Housing

Goal 8.1 – Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels.

The Commission should consider the likely contribution of this application toward opportunities for homeownership. The P & Z Commission finds this application will provide additional homeownership opportunities within the City of Hailey.

Section 9 Public Facilities, Utilities and Services

Goal 9.1 - Plan for the long-term utilities, service and facility needs of the City while minimizing impacts to the greatest extent possible.

The P & Z Commission finds that based upon the staff analysis in this report, the existing city infrastructure has the capacity to serve the proposed 36 lots without upgrades.

Section 10 Transportation and Circulation

Goal 10.1 - Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents.

The P & Z Commission finds that Colorado Gulch Subdivision is compatible with this section of the comprehensive plan based upon the traffic analysis provided by the applicant summarized under Code Section 14.01.050 M. and analysis in this document and the and the applicant’s anticipated sidewalk in lieu fee which will contribute to the Broadford Road Path construction.

Land-Use Map
The area proposed for annexation is identified as Traditional Residential on the Hailey Comprehensive Plan Land Use Map.

b) whether the proposed annexation would be in the best interest of the citizens of Hailey.

The Commission deliberated on whether forced annexation was in the best interest of the citizens of Hailey. The minutes reflect that the owner of Tax Lot 3913 is in favor of the annexation, and is not opposed to his property being annexed. The owner of Tax Lots 7731 and 7732 shared concerns of forced annexation, paying City taxes and being forced to hookup to City services, noting that she is not opposed to being annexed; however, would like to craft an agreement that would allow the residence to remain as is, with outbuildings and ADU included, and not hookup to City services until a change in use. The owner of Tax Lot 7505 is opposed to forced annexation, and has recently spent funds to upgrade water and wastewater infrastructure on his property.

- The P & Z Commission felt that forcing the four (4) taxlots to annex into the city would result in an unfair loss of development opportunities that are currently available under county zoning. The specific development opportunity discussed was the ability for property owners to develop accessory dwelling units.

- P & Z Commission discussed the pros and cons of property-specific agreements. The City Attorney clarified that all conditions of this annexation will become part of the development agreement between the Applicant and the City. If the recorded development agreement affects any of the above taxlots, the development agreement would be linked to the property and included in a title report.

- P & Z Commission were not in favor of forcing the above taxlots to connect to city utilities for two reasons:
  1. The connection fees and cost to remove existing infrastructure would be a forced financial burden.
  2. The potential lifespan of the existing well, septic system, etc. infrastructure would not be utilized. The Commission felt it was practical to allow the existing infrastructure to achieve its useful life span before requiring connection to City infrastructure.

- The P & Z Commission considered utilizing code section 13.04.030 which allows for the city to postpone utility connection requirement indefinitely. Once the city issues notice to the property owners, the connection must be made within 180 days, and the property owner may request a postponement of up to 5 years. P & Z discussed several triggers for the city to issue notice to connect:
  1. Upon owner’s request
  2. Upon change of use
  3. Upon sale of property (this option was not favorable by Commissioners as it would result in a cost to the property owner which would reduce property value)

- Broadford Road Improvements
  - The potential financial contribution from the applicant towards Broadford Road improvements is likely as a result of annexation. Development in Blaine County would likely result in a smaller road improvement contribution.
A 22' road width was identified as a superior option.

- P & Z and the public felt that the path improvements outlined by Alta Engineering would be highly desirable addition to the recreational paths available to the public. The property owner of taxlot 3913 suggested locating the path in front of his property to avoid any future conflicts with a vehicular access to his property from Airport Way Subdivision.

CONCLUSIONS OF LAW AND DECISION

Based upon the above Findings of Fact, the Commission concludes that adequate notice, pursuant to Title 14, section 14.01.070, was given, and is proper, and makes the following recommendations:

1. The annexation application for Colorado Gulch Preserve Subdivision by CGP, L.L.C. represented by Galena Engineering for the annexation of Lot 1A, Block 1, Stevens Family Ranch LLC, Map 2N R18E Sections 15 & 16 (N. of 81 Broadford Road near Colorado Gulch Road) is recommended for approval to the City Council by unanimous vote of the Hailey Planning & Zoning Commission, finding that the proposed annexation will be harmonious and in accordance with the goals and policies of applicable components of the Hailey Comprehensive Plan, and that the proposed annexation would be in the best interest of the citizens of Hailey, subject to the following conditions:

   a. Access from Tax Lots 3913 and 7505 with regards to zoning;
   b. Ownership of Parcel D (park space);
   c. Timing of completion of improvements needed to Broadford Road and the separated path along Broadford Road;
   d. Requirement to connect to City Services be triggered only by change of use, sale or by request of owner, with regard to Taxlots 7731, 7732, 3913 and 7505.

2. The Commission hereby recommends to the City Council by unanimous vote zoning the annexed Colorado Gulch Preserve Parcel D as RGP and the remainder as LR-2, Taxlots 7731, 7732, 3913, 7505, as LR-2 with zoning revised to SCI upon relocated access of Taxlots 3913 and 7505 from Broadford Road to Airport West Subdivision, finding that if the recommended conditions of approval are met, the proposed zoning is in accordance with the Comprehensive Plan; essential public facilities and serves are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services; the proposed uses are compatible with the surrounding area; and the proposed amendment will promote the public health, safety and general welfare, as shown on Exhibit A.

A party aggrieved by a final decision of the Hailey Planning & Zoning may appeal in writing any final decision by filing a Notice of Appeal with the Hailey City Clerk within fifteen (15) days from the date of the decision.

Signed this __ day of May, 2017.

Janet Fugate, Planning & Zoning Commission Chair
Attest: [Signature]
Robyn Davis, Community Development Assistant
MEMORANDUM

To: Lisa Horowitz, City of Hailey

From: Don Kostelec, AICP

Date: May 31, 2017

Re: Colorado Gulch Preserve Review – Active Transportation Elements & Recommendations

This memo outlines Alta Planning + Design’s finding and recommendations for the Colorado Gulch Preserve development as they pertain to the active transportation network within the proposed development and along Broadford Road from Cedar Street/State Highway 75 to Colorado Gulch Road. This area encompasses the full extent of the proposed development, the Hailey City Limits along Broadford Road north of the development, and a section of Broadford Road south of the proposed development to Colorado Gulch Road.

General Recommendations

- **Internal Streets**: The size of the development combined with lack of proposed street connectivity, if approved as submitted, would not create traffic volume and speed concerns to a degree that two-lane residential streets without curb, gutter, sidewalks and bike lanes would pose a serious threat to the safety and comfort of people walking or bicycling along those streets.

- **Broadford Road Cross Section**: There are topographical and right-of-way constraints along Broadford Road that pose a challenge to widening the existing pavement to a width great enough to accommodate dedicated bike lanes or bikeable shoulders. It is not recommended to add these facilities due to the constraints. The traffic volumes projected post-development are not at a level that creates a notable change to the traffic character of the road or would make it less suitable for those who already ride a bicycle along Broadford Road. The recommendation for a pathway along the east side of the road would serve people who currently walk in the street and bicyclists who are more comfortable riding on separated facilities, such as pathways.

- **Broadford Road Pathway**: Given the finding related to internal streets in the first bullet, allowing the developer to allocate fees in lieu of constructing sidewalks to a proportionate share of a multi-use pathway along the east side of Broadford Road is recommended. This pathway is consistent with the City’s and Blaine County Recreation District’s long-range plans to develop a pathway along Broadford Road. The pathway would eventually link to existing pathway segments south of the proposed development in unincorporated Blaine County.
Internal Street Network & Active Transportation
The January 23, 2017 Staff Report on Colorado Gulch Preserve identify an option for streets that did not include sidewalks. It stated:

- “There is no pedestrian access or sidewalk zone proposed within the 60’ R.O.W. section. Because this is a semi-rural subdivision on the edge of town, the Commission should discuss what pedestrian profile is appropriate. There are three potential options for sidewalk development within the subdivision (adjacent to Red Feather Way and Arrowhead Court):
  1. Determine that this is a semi-rural subdivision and internal sidewalks are not needed. Accept an lieu fee for sidewalks to be used towards bike/pedestrian improvements on Broadford Road
- “No sidewalks are shown. Staff intends to that a bike/pedestrian profile for Broadford Road be developed as part of this process. This application would be required to contribute a proportionate share of those improvements.”

Sidewalks are generally recommended for local streets with densities of 4 dwelling units per acre or greater. Pedestrians can share the street if traffic is light (generally less than 400 vehicles per day in a rural setting) and the speed limit is 20 mph. The Colorado Gulch preserve does is not of a density that would exceed 4 dwelling units per acre and the number of trips generated per day, based on the Traffic Impact Study, do not indicate that traffic volumes would be a concern. The proposed internal streets are a context similar to other residential streets in semi-rural settings within the City of Hailey.

The guidance for sidewalks along rural routes notes that a shoulder, marked or otherwise, of at least 3 feet in width outside the travel lane is preferred for pedestrian space. The proposed pavement width within the subdivision is 28 feet, which allows for a hypothetical 10 foot travel lane in each direction and a 4-foot shoulder space on either side.

**Recommendation:** Allow deviation from policy to allow internal streets without sidewalks. The size of the development combined with lack of proposed street connectivity, if approved as submitted, would not create traffic volume and speed concerns to a degree that two-lane residential streets without curb, gutter, sidewalks and bike lanes would pose a serious threat to the safety of people walking or bicycling along those streets.

Broadford Road Cross Section
Broadford Road is designated as a residential collector within the City of Hailey, per the January 23, 2017 staff report. It transitions to a rural collector beyond the city limit. The existing cross section of Broadford Road has the following characteristics:

- 20 to 22 ft pavement width
- 1,431 vehicles per day
- 25 mph posted speed limit

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1 Federal Highway Administration PEDSAFE Countermeasures Selection System. Recommended Guidelines/Priorities for Sidewalks and Walkways. Table 1: Recommended Guidelines for New Sidewalk/Walkway Installation http://www.pedbikesafe.org/PEDSAFE/resources_guidelines_sidewalkwalkways.cfm

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The staff report also notes in the development application "there are no proposed sidewalks proposed adjacent to Broadford road. Broadford road is designated as a residential collector with bicycle corridor."

The evaluation of the Broadford Road cross section incorporated discussions among city staff and development representatives about the pavement condition, desired pavement width, and design options for improving the existing conditions along Broadford Road. From an active transportation perspective, the addition of, at minimum, 4-foot wide bike lanes or 4-foot wide bikeable shoulders on both sides of the road would require an additional 8 feet of asphalt be added to the existing cross section. City Public Works staff indicated this additional width would pose feasibility issues pertaining to reengineering of drainage swales along the entire route. The traffic study indicates that the vehicular volumes and travel characteristics would not be altered by the proposed developed to a degree to warrant striping of travel lanes along Broadford Road.

The Planning and Zoning Commission will recommend a desired width of Broadford Road to the Council and the City will determine proportionate share. There is consensus that the width would not exceed 24 feet of total asphalt width, which is not wide enough to accommodate a bike lane or bikeable shoulder.

If the City of Hailey determines in the future that traffic volumes and characteristics warrant striping of a centerline and fog lines along Broadford Road, the City should consider a shared lane marking ("sharrow") or advisory shoulder (as currently proposed along 2nd Avenue).

**Recommendation:** It is cost-prohibitive to widen Broadford Road to accommodate bike lanes or bikeable shoulders. The traffic volumes projected post-development are not at a level that creates a notable change to the traffic character of the road or would make it less suitable for those who already ride a bicycle along Broadford Road. The recommendation for a pathway (see next section) along the east side of the road would serve people who currently walk in the street and bicyclists who are more comfortable riding on separated facilities, such as pathways.

**Broadford Road Pathway**

The City of Hailey has preserved a parcel along the east side of Broadford Road for pathway development. Some sections exist as a primitive trail and trees are maturing within this buffer. It is recommended that the City pursue design and construction of the pathway along Broadford Road from Cedar Street to Colorado Gulch Road as a way to extend the City’s pathway network, link to new trails proposed along the Wood River west of Broadford Road, and connect existing and emerging residential areas to the City.

The Broadford Road Pathway is conceptualized as a 10-foot wide multi-use pathway (8-foot wide in some constrained sections) that would provide a facility for people who walk and bike along this route. This pathway would be constructed in lieu of on-street bike lanes and a curb-separated sidewalk. The Illustration on Page 4 (next page) highlights the section evaluated as part of this review and denotes where outparcels are located.
The section of pathway from Cedar Street to Colorado Gulch Road would be approximately 0.8 miles with an estimated design and construction cost of $200,000 to $275,000. The unknown elements that contribute to this range of cost involves the amount of cut and fill that would be required to account for berms and right-of-way along the business park frontage.

Within this 0.8 mile section there are three typical sections for the City to consider.

- **Section 1: Cedar Street to Silver Star.** The section across from the church and sports fields is constrained by the berm east of Broadford Road that is part of the Business Park’s property. A pathway could be constructed between the edge of pavement and along the berm (leveling off some undulation west of the existing tree line) with some separation from the road via a drainage swale. An easement may be needed from the Business Park development. The cross section below illustrates a typical section for this segment of the pathway.

- **Section 2: Silver Star Road to Colorado Gulch Road.** A primitive trail exists east of Broadford Road in between clusters of trees. Formalizing this trail by paving it and enhancing the design would have little impact to existing drainage along the street. Construct a trail access near Silver Star that climbs the berm at a slope compliant with ADA requirements. A typical cross section for this segment is below.

- **Section 3: Outparcels & Constrained Areas.** There are three outparcels where residential properties have direct access to Broadford Road. The City may negotiate transfer of property along the north, south and east sides of these properties in exchange for permission to construct the pathway between the dwelling units and Broadford Road. A pathway that is visible from the street is more
desirable than a pathway that circles behind these parcels, however, it may be desirable to wrap the pathway around the parcel just north of Silver Star Road due to grade, roadway constraints and potential for access to the Business Park. An attached pathway that is curb-separated from the road may be most feasible to preserve existing landscaping in these areas. A narrow drainage swale may be accommodated if landscaping can be impacted. A typical cross section for these outparcels is below. A separated barrier should be at least 5-feet wide, without curbing.

The following locations should also be considered as the pathway is designed and built:

- **Colorado Gulch Preserve Access**: Evaluate a marked crosswalk and pathway connection from Broadford Road to the pathway to allow access from residents of the proposed development. The south entrance is preferred or may tie into a Colorado Gulch Road connection.

- **Silver Star Crossing**: Provide a marked crosswalk and pathway connection from Broadford Road to the pathway to allow access from residences along Silver Star Road and local streets connect to Silver Star.

- **Cedar St Connection**: Evaluate an on-street connection or separated bike lane along Cedar Street, west to the planned bikeway along River Street.

- **SH 75/Cedar Street Intersection**: Track progress of any projects for this intersection and work with ITD to safely design access for multi-use trail traffic across this intersection to access the Campion Ice House, Skate Park, Rodeo Grounds, and other destinations to the north of this area.

- **Business Park Access**: Once the trail is constructed, look for “desire lines” that indicate where people are using the pathway to then access the post office or intersection at Airport Way and SH 75. Currently there is not an easily identifiable route that could be upgrade to provide this connection. It may be best to see what patterns emerge before approaching the business park about obtaining an easement or redesigning an internal street to provide this connection. If the trail is wrapped around the outparcel just north Silver Star, a connection to the street network of the Business Park is desirable at that location. On the outparcel just north of Silver Star, it is advised to consider a pathway connection to the business park along the south side of this parcel (if placing the pathway next to the road is the chosen alignment) to help preserve this open access.

###

6 | City of Hailey
Robyn Davis

catherine Sullivan <cwsparis@yahoo.com>

Friday, June 16, 2017 1:52 PM

Robyn Davis; Lisa Horowitz

Re: CO Gulch Letter

below is the letter to the city council.
please confirm that you got it.

And thank you for making sure they got it. This is very very important to me and to the residents of Hailey.

thanks Catherine Sullivan

To whom it may concern:

I want to go on record as vehemently objecting to the annexation of the former Stevens family ranch lot north of me on Broadford Road. While I understand that not all open spaces can remain that way, I think the plan to put over 30 homes on this land is excessive and not at all in keeping with the rural aspect of this beautiful road. Mr. Pfaefile and his partners simply want to develop and sell the land without any architectural oversight or thought to the consequences this over-development will have to the rest of us who live in the vicinity. Aside from the constant construction over the course of who-knows-how many years, the ultimate congestion, noise, and lights at night will all diminish or eliminate entirely the serenity and natural aspect of this area. The developers claim that there is little wildlife on this property and as a result there will be little impact but this is utterly untrue. They do not live here or even visit the property regularly so they do not know that there are deer, elk, even moose that frequent this property as it is next to the river and the Colorado gulch open space. These animals will all be displaced, yet again robbing them of habitat and us of their wonderful presence.

The traffic that this many houses will produce, I have been told by city hall representatives, will amount to about ten car trips a day per house. That is almost 400 car trips either up or down Broadford road per day. And since there are only two ways to access Broadford, either from Bellsview to the south or from Cedar Road in Hailey to the north, that will result in ridiculous congestion. It is hard enough to get out of Broadford and onto 75 as it is. There is literally space for one car on Cedar between Broadford and the stop sign to 75. Going right will be bad enough but going left will be impossible. That will create a constant backup on Broadford and force everyone to cut through the neighborhoods and up River street. Since only residents within 300 feet of this development are notified of any of this be the city, none of these neighbors are aware of how this will impact their lives, their commutes, their community or their kids. Totally unfair.

I understand that this property will probably fall to development as the city wants the tax base, but over 30 houses are way too may. In addition, there is no architectural review board in place so anybody can put up whatever they want from a double-wide to a pre-fab. If there were a plan to develop far fewer houses of quality, consistency and in keeping with the feel and charm of old Hailey and if there were entrances to this community other than straight out onto Broadford road, this might be a different story. But as it is, it is excessive, destructive and will be terrible for everyone, especially those of us who love, live on and enjoy Broadford road as a bastion for a fast disappearing rural option.

With the recent acquisition of Colorado Gulch by the Land Trust, this area will now be open to everyone in Hailey, to bike, hike, ride their horse, walk their dog and enjoy both the beauty, serenity and the wildlife that this area is know for. Should this lot be annexed and go ahead as planned, that will all disappear and there will be too many people and cars to do any of the above either pleasantly or safely. I understand the developer has promised a bike path. I will be happy to work with the land trust and raise funds to pay for that bike path. it will be much better going through woods than by a constant construction zone and too many houses.

Please please vote no. Take more time and do more research for options. Once this is gone, it is gone forever. There is more to life than money.

Respectfully and Sincerely,

Catherine Sullivan
92 Broadford road
Summary and Recommendation

The application should be denied for the following reasons:

- The process did not comply with City Code for application completeness prior to referral to the P & Z Commission.
- The process did not comply with City Code in that additional material information (the Comprehensive Plan Analysis) was not presented for public comment prior to the P & Z commission vote.
- The process was biased in favor of annexation from the start.
- The P & Z Commission did not adequately fulfill its duty of finding compliance with the goals and policies of the Comprehensive Plan.
- Forced annexation of other properties is neither equitable nor appropriate. Contrary to statements by City Staff, forced annexation is not required by State Law. The Council should consider an alternative allowing these properties to remain in Blaine County.
- Recent history shows an unacceptable risk to the City regarding annexations.
- The annexation does not comply with a number of goals and policies of the Comprehensive Plan, many of which are identical or equivalent in substance to those cited in the 2010 Annexation Application denial.
- Accommodation and management of growth does not require annexation, voluntary or otherwise.
The Process Did Not Comply with City Code Prior to Referral to the P & Z Commission

- City Code Para 14.01.050: SUBMITTAL REQUIREMENTS requires certain items and statements to be submitted as part of the application.
- City Code Para. 14.01.060: CERTIFICATION AND REVIEW requires the Administrator to certify the application as complete prior to referral to the P & Z Commission.
- The Staff Report for the January 23 P & Z meeting indicated the items E., F., H., and O. per Para 14.01.050 had been requested from the applicant (and not submitted prior to P&Z referral), thus establishing non-compliance with Para. 14.01.060.
- A public comment regarding this non-compliance received no response.
- The Findings of Fact, Conclusions of Law and Decision stated that the application for annexation was received and certified as complete on November 18, 2016. This is in conflict with the Staff memo as discussed above.
- The Findings of Fact, Conclusions of Law and Decision list the submittal requirements again but the contents show P & Z findings as opposed to the required applicant statements. The purpose of this is unclear.
The Process Did Not Comply with City Code in That New Material Information (the Comprehensive Plan Analysis) Was Not Presented for Public Comment Prior to the P & Z Commission Vote.

- City Code Para 2.04.010.05: PUBLIC HEARINGS, Subpara. H requires: *In the event new material evidence is introduced after the public hearing is closed, the presiding officer shall again open the public hearing for the limited purpose of addressing the new evidence, in which case the applicant shall again be afforded a right to rebut any additional testimony or evidence.*

- A brief section labelled Comprehensive Plan Analysis was contained in the Staff Report for the Jan. 23, 2017 P & Z meeting; however, it was incomplete and listed items to be considered rather than any real analysis.

- Subsequent meetings covered specific subjects without complete Comprehensive Plan Analysis until the vote to approve the application occurred at the April 24, 2017 meeting.

- The more complete analysis (but still incomplete and inaccurate as discussed below) was contained in the Findings of Fact, Conclusions of Law and Decision in the Staff Report for the May 8, 2017 P & Z meeting.

- The Findings of Fact, Conclusions of Law and Decision document was voted on in the May 8, 2017 as a Consent Agenda item without opportunity for public comment.

- Per City Code Para 2.04.010.05, this was new material which should have been the subject of a Public Hearing and open to public comment.
The Process Was Biased in Favor of Annexation from the Start.

Interaction Between City Staff and Applicant

- I have in my possession a letter from Jeff Pfaeffle dated Oct 28, 2016 stating that the City Staff encouraged him to file for annexation as opposed to development within Blaine County per the ACI requirements.
- If this is correct, the Council should consider whether such encouragement is appropriate considering previous denials and the controversial nature of this annexation.

Status of Property Along River

At the January 23 hearing, statements were made that the status of this property was an impediment to previous annexation applications with a strong implication that some sort of credit should be granted due to its sale to the Wood River Land Trust. This is misleading for the following reasons:

- The status of this property was not listed as a reason for previous application denial.
- The subsequent closing of this property to public access was in retaliation for annexation denial.
- The sale to Wood River Land Trust and transfer of Conservation Easement to the City of Hailey was a commercial transaction, is a done deal, and has no bearing on the current application.

Density Difference From Previous Applications

- In the Staff Memo for the Jan 23 hearing, and during statements at the meeting, emphasis was placed on this difference (36 units versus 94 units), indicating that density was a reason for the
previous denial, with a strong implication that the lower density favors approval.

- Density was not listed as a reason for the previous denial, and this application should stand on its own

- City Code, 14.01.080: COMMISSION REVIEW, states in part that “The commission shall review the particular facts and circumstances of a proposed annexation for the purpose of determining: a) whether the proposed annexation will be harmonious and in accordance with the goals and policies of applicable components of the Hailey comprehensive plan.”

- The January 23, 2017 meeting was an introduction, the March 13, 2017 meeting covered Water, Wastewater and Parks, the April 24, 2017 meeting was stated to cover Traffic but then proceeded to a vote on approval, and the May 8, 2017 meeting was a Consent Agenda Vote on adoption of the Findings of Fact, Conclusions of Law and Decision.

- There was no discussion, deliberation or opportunity offered for public comment on most of the contents of the Comprehensive Plan.

- As discussed above, the final vote on adoption of the Comprehensive Plan Analysis contained in the Findings of Fact, Conclusions of Law and Decision was adopted as a consent agenda item with no discussion, deliberation or opportunity for public comment.

- Having been through this process several times, my strong perception of the reality of the process is as follows:
  
  --If the body does not “like”, the proposal, they then find reasons in the Comprehensive Plan for denial.
--If the body "likes" the proposal, not much attention is paid to the Comprehensive Plan.

--The process is unduly influenced by the preconceived opinions and biases of City Staff

• The process followed was contrary to the intent of the Annexation Ordinance.
• The actual compliance with the Comprehensive Plan is discussed in a following section of these comments.
Legal Aspects of Forced Annexation

• In response to inquiry about enclaved properties remaining within the County, City Staff stated that forced annexation was required by State Law, per City Attorney.

• The City Attorney stated in the January 23, 2017 meeting that forced annexation was required by State Law.

• The same statements were made during the 2009/2010 annexation application process.

• Requests to the City during the Jan 23 meeting and subsequently by e-mail for citations or references received no response.

• At the April 24 meeting the opportunity arose to ask the City Attorney directly about which state law requires forced annexation, and the answer was Idaho Statute 50-222.

• Idaho Statute 50-222, per its plain English reading, allows such annexation as Category A, but does not require it.

• The P&Z Findings of Fact, Conclusions of Law and Decision document does not address any “Conclusions of Law” regarding this issue.

• The conclusion is that the subject properties could legally remain in Blaine County. A condition could be subject to property owner request for annexation or water/wastewater hookup.

• The Council should consider this as alternative if acceptable to the property owners involved.
Equitable Aspects of Forced Annexation

- My house at 71 Broadford Rd has existed there in Blaine County since 1930. It is inequitable to force annex for the benefit of a developer who could develop in the County.

- City services are neither used, needed, nor wanted.

- Waste of investment in well (new well drilled about 5 years ago) and septic system (pumper confirmed normal operation last summer)

- In the absence of relief, the following items required by City Code could easily result in a burdensome, excessive and inequitable cost in excess of $20,000 one time and $1,400 per year:

  --Water and wastewater connection fee

  --Cost of physical water and wastewater connection (Note that connection locations are not currently known)

  --Broadford road reconstruction due to water and wastewater pipe installation

  --Removal of septic tank and drain field

  --Property/landscape reconstruction from destruction due to water/wastewater connection and septic tank and drain field removal.

  --Yearly water/wastewater charges estimated at $1,000 year or more.

  --Yearly tax increase of $400/year

- If relief is granted from water and wastewater hookup until sale (per P & Z recommendation) inequitable loss would occur at sale.
• Requirement for hookup should be limited to change of use or property owner request.
• Idaho is one of the few states that allow forced annexation, which appears to be controversial and unpopular wherever it is allowed. While the City is not responsible for state law, there is no reason that the city has to take inequitable advantage of it.
• The Comprehensive Plan does not address the issue of forced annexation at all and the Annexation Ordinance only states the Ordinance does not apply to City Initiated Annexations. Both emphasize the rights and interests of the City and its citizens with no mention of the rights and interests of others affected by the city’s actions. This is inappropriate and inequitable.
Recent history shows an unacceptable risk to the City regarding annexations

- The Old Cutters fiasco showed that Ordinances, Annexation Agreements, etc. are insufficient to protect the City's interests and costs to taxpayers.
- The Quigley Farms annexation had, and may still have, a risk of legal challenge due to non-compliance with the Annexation Ordinance, which states "Any request for an annexation shall be controlled by the provisions of this Chapter."
- The City will take on additional road maintenance responsibilities when it cannot afford to maintain the roads it has, as partly shown by the poor results of the recent chip seal results of the city portion of Broadford Road.
- The City will take on additional responsibilities on a road which is difficult to drive in adverse winter conditions due to poor road boundary visibility. More traffic may result in more drive-offs and more demand for snow removal, maintenance and/or road improvements.
The Annexation Does Not Comply with a Number of Goals and Policies of the Comprehensive Plan, Many of Which Are Identical or Equivalent in Substance to Those Cited in the 2010 Annexation Application Denial.

The following table shows current Comprehensive Plan goals and policies which this application does not comply with, equivalent goals and policies cited in the 2010 denial, the incomplete and inaccurate Comprehensive Plan Analysis contained in the Findings of Fact, Conclusions of Law and Decision, and comments substantiating the non-compliance, incompleteness and inaccuracy.

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| 1.1 Preserve, protect and restore natural resources including waterways, floodplains, wetlands, soil, community forest, native vegetation, green space and wildlife habitat and migration corridors for the benefit of the City and its residents. | 5.4 To provide for a balanced mix of land uses suitably related to each other and their natural setting. Include sufficient space in all types of districts to accommodate future growth. Direct density of development towards the community core, with increasing green space and generally decreasing density toward the edges of the community and within the Area of City Impact. | The P & Z Commission finds this application, with properly placed building envelopes and wetland setbacks, will protect the floodplain and wetland areas in the southwestern portion of the property. | • Does not comply with goals.  
• Property is currently agricultural green space which will be lost.  
• Applicant stated that green space will be lost anyway if they develop within County, however this does not establish compliance with Comprehensive Plan Goal.  
• Wildlife does inhabit or pass through this area. Our property across the street is visited by moose, deer, raccoons, skunks, foxes etc.  
• P&Z Comprehensive Plan analysis does not address green space or wildlife. |
| 1.2 Efficiently use and conserve resources. | 12.1.1 Ensure that growth does not outpace | Not addressed in Comprehensive Plan Analysis, but | • Does not comply with goals.  
• It is not disputed |
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| 5.1 Retain a compact City comprised a central downtown with surrounding diverse neighborhoods, areas and characteristics as depicted in the Land Use Map: | 5.4.1 Encourage integration of compatible land uses in order to retain a compact City comprised of a central downtown with surrounding diverse neighborhoods, thereby reducing sprawl and traffic, increasing efficiency, and creating neighborhood and community character. | is addressed in other sections of document. | that development will result in a relatively small impact to Water and Wastewater system capacity.  
- Additional findings necessary on impact of growth in general on potential future water conjunctive management and water calls, which P&Z would not address.  
- Does not comply with Compact City Concept.  
- Increase sprawl  
- Degrades neighborhood and community character of Broadford Road. |
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| 5.4 Protect open space within and surrounding Hailey, including visible ridgelines, undeveloped hillsides and agricultural areas which help define the unique character of Hailey. | 5.4 To provide for a balanced mix of land uses suitably related to each other and their natural setting. Include sufficient space in all types of districts to accommodate future growth. Direct density of development towards the community core, with increasing green space and generally decreasing density toward the edges of the community and within the Area of City Impact. | Not addressed. | - Does not comply with goals.  
- Property is currently agricultural green space which will be lost.  
- Applicant stated that green space will be lost anyway if they develop within County, however this does not establish compliance with Comprehensive Plan Goal.  
- Current Broadford Road environment is part of unique character of Hailey which will degraded. |
| 5.5 Lessen dependency on the automobile. | 5.7 To increase opportunities for alternative transportation, reduction of vehicle traffic, creation of safe and walkable neighborhoods, creation and preservation of public spaces and green space, and efficiency of services by promoting appropriate housing densities.  
10.1.3 Ensure an interconnected community that provides multi-modal access from and to all | Not addressed, however analysis of Section 10.1 may be considered to apply. | - Does not comply with goals.  
- Property is an excessive distance from businesses, services and transit stops.  
- Despite plans for a bike/pedestrian path, it is easily foreseeable that most transportation will be by automobile. |
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| 5.6 Manage and accommodate population growth by infill development and, when appropriate, minimal expansion by annexation and/or density increases. | 12.1.2 Promote infill within community core. 12.1.3 Support infill development, generally the preferred method of growth, while recognizing that expansion of city boundaries will also be required to accommodate various uses compatible with this Plan. | The table on page 21 of the plan indicates that, in 2009, 5.9% of Hailey’s total land area was zoned LR-2 (proposed zoning for this application). At the time of the study in 2009 there were 42.6 undeveloped acres in LR-2 (31% of the total). The P & Z Commission finds this annexation application to be a minimal expansion by annexation. | • Does not comply with goal.  
• Development is not infill.  
• No justification of P&Z finding that this expansion by annexation is minimal and no finding that it is appropriate. Most of the analysis is irrelevant to the goal.  
• Comprehensive Plan Goal is unacceptably vague.  
• Expansion by annexation resulting in additional forced annexation is neither minimal nor appropriate.  
• See following section for additional comments on growth. |
<p>| 8.1 Encourage development that provides opportunities for home ownership and rental homes for individuals and | | The P &amp; Z Commission finds this application will provide additional homeownership opportunities | No material presented in P&amp;Z hearings or no Comprehensive Plan Analysis addressing all socio-economic levels. |</p>
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<td>families of all socio-economic levels.</td>
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<td>within the City of Hailey.</td>
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| 10.1 Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents. | 5.7 To increase opportunities for alternative transportation, reduction of vehicle traffic, creation of safe and walkable neighborhoods, creation and preservation of public spaces and green space, and efficiency of services by promoting appropriate housing densities. 10.1.3 Ensure an interconnected community that provides multi-modal access from and to all neighborhoods. 13.1 Maintain a City that emphasizes the human being and places less emphasis on the automobile. | The P & Z Commission finds that Colorado Gulch Subdivision is compatible with this section of the comprehensive plan based upon the traffic analysis provided by the applicant summarized under Code Section 14.01.050 M. and analysis in this document and the and the applicant’s anticipated sidewalk in lieu fee which will contribute to the Broadford Road Path construction. | - Does not comply with goals.  
- Property is an excessive distance from businesses, services and transit stops.  
- Despite plans for a bike/pedestrian path, it is easily foreseeable that most transportation will be by automobile.  
- Traffic analysis is not realistic with respect to impact on Main/Cedar/Broadford intersection which is currently sometimes problematic and rated level of Service F.  
- Most of P&Z finding, including In-lieu fee and Broadford Road reconstruction is irrelevant to this goal. |
<p>| 12.1 Evaluate whether proposed regulatory or administrative actions may result in an unconstitutional taking of private | Not addressed | Forced annexation likely to result in challenges regarding property owner’s economic interests and loss of essential attributes per Attorney General’s Guidelines. | |</p>
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| 13.2 Ensure the provision of safe, adequate, convenient multi-modal transportation access to all existing and future school sites. | 5.7 To increase opportunities for alternative transportation, reduction of vehicle traffic, creation of safe and walkable neighborhoods, creation and preservation of public spaces and green space, and efficiency of services by promoting appropriate housing densities. 10.1.3 Ensure an interconnected community that provides multi-modal access from and to all neighborhoods. 13.1 Maintain a City that emphasizes the human being and places less emphasis on the automobile. | Not addressed, however analysis of Section 10.1 may be considered to apply. | • Does not comply with goal.  
• Private automobile or school bus is only viable transportations means, especially in inclement weather. |
| Section 5 Discussion  
The community and city decision makers have expressed the desire to maintain open space between the City of Hailey and the City of Bellevue. Open Space and density levels will be an important | In addition to the above goals and policies, the following portion of the narrative of the Growth Management section was cited, “The undeveloped area between the cities of Hailey and Bellevue deserves special | Not addressed | • Does not comply with expressed policy.  
• Open space between Hailey and Bellevue will be lost.  
• No sign that this was an important consideration as stated. |
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<td>consideration in the evaluation of annexation applications.</td>
<td>planning; both cities desire to retain their own unique and separate community character. Clear and distinct separation between the cities helps to support this goal.&quot;</td>
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Comments in Colorado Gulch Preserve Annexation to Hailey City Council Submitted 6/15/2017 by William Miles, 71 Broadford Rd
Accommodation and Management of Growth Does Not Require Annexation, Voluntary or Otherwise

- During previous annexation applications, there have been various projections of future growth, with at times at least an implied statement that it is the job of the City to make it happen. In reality, there are other possible outcomes than growth by annexation:
  --Growth within City boundaries
  --Growth outside City boundaries (i.e., Blaine County)
  --Growth doesn’t happen

- Any discussion of growth and population density issues should recognize these other possibilities, which are not necessarily to the detriment of the citizens of the Wood River Valley.
6/14/17

Dear Lisa.

Would you please share my thoughts & opinions with the members of the City Council prior to the meeting 6/20/17? I am sadly unable to attend the meeting.

I have attached a copy of my letter, originally submitted 1/20/17, NOT as dated 1/20/16 - as I continue to believe in those comments.

This development is the antithesis of everything that makes Broadford special. I have lived here since 1974 & have watched it slide from agricultural to suburban, but this development goes far beyond that. Too many people, cars, traffic & noise; city like in spite of the exclusive parks; totally incompatible with the neighborhood; an attempt to appease disappointed developers, not residents, who have no clue about the wildlife & special qualities of this space.

I have also attached a copy of Catherine Sullivan’s “Other Views” from the 6/14/17 edition of the Idaho Mountain Express. I am in support of her views. I watch the wildlife daily, it is abundant. This has been a sanctuary or truly a preserve. Development will cause its demise as a traditional place of safety. We have had deer, elk, moose, bear on several occasions, cougar, foxes, skunks, ermine, beaver, otter. Probably coyote & wolf, as well as species I have not seen and many species of birds.

Please take all of this to heart, and think about how you would feel if YOU & YOUR FAMILY lived in this special area.

Thank you for your time & consideration. If I can be of assistance, please call 788-4750.

Sincerely,

Jill Bryson
Broadford Road will suffer from proposed development

By CATHERINE SULLIVAN

I vehemently object to the annexation of the former Stevens family ranch on Broadford Road. While I understand that not all open spaces can remain, I fear the plan to build 36 houses on this land is excessive and not at all in keeping with the rural aspect of this beautiful road. The developer and his partners simply want to develop and sell the land without any cohesive architectural oversight or thought to the consequences that this overdevelopment will have on the rest of us who live in the vicinity.

Aside from the constant construction over the course of who knows how many years, the ultimate congestion, noise and lights at night will all diminish or eliminate entirely the serenity and natural aspect of this area. The developers claim there is little wildlife on this property and as a result, there will be little impact, but this is merely untrue. They do not live here or even visit the property regularly, so they do not know that there are deer, elk, even moose that frequent this property, as it is next to the river and the Colorado River has open space. These animals will all be displaced, yet again robbing them of habitat and us of their wonderful presence.

I understand that this property will probably fail to development as the city wants, the tax base, but 36 houses are way too many. In addition, there is no architectural review board in place, so anybody can put up whatever they want, from a doublewide to a pre-fab. If there were a plan to develop for fewer houses of quality, consistency and in keeping with the feel and charm of old Hailey and if there were entrances to this community other than straight out onto Broadford Road, this might be a different story. But as it is, it is excessive and destructive, and will be terrible for everyone, especially those of us who love, live on and enjoy Broadford Road as a bastion for a fast-disappearing rural option.

With the recent acquisition of Colorado Gulch by the Land Trust, this area will now be open to everyone in Hailey, to hike, bike, ride their horse, walk their dog and enjoy both the beauty, serenity and the wildlife that this area is known for. Should this lot be annexed and go ahead as planned, that will all disappear, and there will be too many people and cars to do any of the above either pleasantly or safely. I understand the developer has promised a bike path. I will be happy to work with the Land Trust and raise funds to pay for that bike path. It will be much better going through woods than by a constant construction zone and too many houses.

Catherine Sullivan is a resident of Broadford Road.
Thank you, Lisa, for taking the time to send me the link to the packet for the meeting 1/23 re: annexation of Colorado Preserve. After reading through the documents I have a few more comments I would like to have added to the packet, if possible. I do think the name is presumptive as it is NOT a Preserve in any sense, but a housing development.

I disagree that this development will be compatible with the area, or that it is “harmonious and in accordance with the goals and policies of the Hailey Comprehensive plan”, nor is in the best interest of the citizens of Hailey. Instead of having a pastoral vista, one will see a subdivision.

It appears from my reading that the green spaces are for the use of the subdivision not the public. Lots A,B,C, & E are designated as such, only parcel D states it will be public, though there doesn’t seem to be public access to it. How does that equate to a city park as required? I see no inclusion of parking for the public, either.

The claim that this development will have “insignificant” impact on wildlife is so far from accurate! There is abundant wildlife here, so much that the area already in easement with the Land Trust is designated as habitat for endangered species including lynx, bald eagles, & wolverines, as well as not endangered but suffering from habitat loss, gray wolves, elk, deer, foxes, and other small mammals. I believe 36 homes plus the support activity required will most definitely impact the wildlife.

I have been unable to find the photos I took of the ground in question the last time it flooded, but it was significant. Sheet flooding of 1’ is not a casual puddle. I believe more detailed & reliable wetlands reporting should be
required and the building envelopes should be well away from them, not that the owners should only be told about their existence.

What is meant as “multi modal transportation”? How will this affect the neighborhood?

How much undeveloped land designated LR-2 is available in the city? Or its equivalent in Blaine County? The only total quoted was from 2009.

I noticed in the application that this development offered” opportunities for individuals and families of all socio-economic levels”…….then see that the lots will range from $150,000.00-$250,000.00 and the homes will add $250,000.00-$400,000.00. This works out to $400,000.00, to $650,000.00. I believe that puts this development out of the reach of all but those in an elevated economic position, not all socio-economic levels.

One last point – I noted that the new owners would be alerted to the light industrial development across the street, but no mention was made of the airport noise.

Thank you for your time and consideration, Jill Bryson
June 13, 2017

Mayor Fritz Haemmerle and Hailey City Council
219 1st Ave. South
Hailey, Idaho 83333

Dear Mayor Haemmerle and City Council Members:

Please accept these comments from Wood River Land Trust (the “Land Trust”) regarding the annexation application from CGP, L.L.C. for the Colorado Gulch Preserve (the “Annexation”). Wood River Land Trust is a non-profit organization that protects and restores land, water, recreational and wildlife habitat in the Wood River Valley and its surrounding areas. We work cooperatively with private landowners and local communities to ensure these areas are protected now and for future generations.

The Wood River Land Trust acquired an adjacent 150 acres in November, 2016 to the West of the proposed Annexation. The Land Trust’s Colorado Gulch will be managed for public access, wildlife habitat, and floodplain protection. The Land Trust has been working with CGP, L.L.C. and City of Hailey planning staff to determine how the three entities can work together to achieve mutual goals within Colorado Gulch and the Annexation.

Specific comments related to the Annexation that we have supported through the Planning and Zoning process are the following:

1) We support the CGP, L.L.C.’s donation of a 30’ buffer of the subdivision to the Land Trust to enable easier fencing location and prevent encroachment issues in the meadow where the parcels adjoin. Additionally, we recommend that trees and vegetation in the Native Landscape Buffer not be removed.
2) We recommend defining public versus private boundaries and the need for appropriate signage, ensuring privacy for the Annexation and clarity for the public.
3) We support the public parking being provided by the applicant of four parking spaces in Parcel E to help with access to Colorado Gulch. We will continue to work with the City and the County to identify appropriate parking through the Hailey Greenway Master Planning process.
4) To provide for non-motorized traffic to Colorado Gulch, we support a single trail from the Annexation to the Preserve foot bridge that crosses the irrigation canal.
5) We support the donation by the applicant of Parcel D to the WRLT upon approval of annexation and subdivision process. To meet WRLT responsibilities of holding the property in perpetuity and to ensure successful restoration efforts and long term weed control - excess water rights to the Land Trust after the annexation process would be greatly appreciated.
6) We support the applicant’s intention to give to the Land Trust an isolated .1 acre piece of county land used as an access road that is adjacent to Ms. Bryson’s parcel. This road that would be incorporated into Colorado Gulch and will provide administrative vehicular access for the subdivision and the LT. This road would be designated foot traffic use only for the public.
We also want to acknowledge the opportunity for the Land Trust to acquire this property was made possible by Jeff Pfaffle and Preston Ziegler. We appreciate the opportunity to preserve this parcel with unparalleled access so close to the Hailey community for recreational, land, water and wildlife habitat.

Please contact me with any questions you might have. Thank you for the opportunity to comment.

Respectfully,

Patti Lousen

Patti Lousen, Project Coordinator
P&Z,

A brief notice of your meeting tonight appeared in the online edition of the LME along with comments from Tom Bergin, identifying 16 lots under County zoning with up to a 30% bonus, plus community housing, for a total of 21 lots. This PUD in the County would never be approved without access to Hailey’s wastewater infrastructure.

The Colorado Gulch Preserve development is asking the City to approve an additional 11 lots, with an estimated value of at least $200K per lot, of $2.2 million.

The City should be demanding any surface water rights remaining, concessions advised by the Parks and Lands Board, and a high six figures in fees to be held in reserve for future infrastructure upgrades. And more as the P&Z commission might see fit based on any perceived needs.

Given proximity to the river, which adds considerable value to the lots while making certain DEQ will never approve any alternative but Hailey sewer access, the City should be setting the bar very high with regards to demands on the developer.

Growth never pays for itself. There has been almost zero growth in population, so any proposal coming forward at this time is simply speculation associated with the trophy-home/second-home market.

Thank you,

Bill Hughes
Hailey
Comments on Colorado Gulch Preserve Annexation Application for April 24 Hearing
Covering Transportation, Traffic and Roads

Submitted by William Miles April 20, 2017

INTRODUCTION AND SUMMARY

These comments are submitted by William R. Miles and wife, owners and residents of the property at 71 Broadford Rd in Blaine County, directly across the street from the proposed annexation and potentially subject to forced annexation.

COMMENTS ON P&Z PROCESS

Thus far hearings, and acceptance of public comments, have dealt with specific subjects, including water and wastewater at the previous hearing, and traffic and transportation at this hearing.

There are some more fundamental issues addressed in the Comprehensive plan regarding whether annexation should occur, and an even more fundamental issue is forced annexation. When will these be addressed and public comments accepted?

COMMENTS ON TRANSPORTATION, TRAFFIC AND ROADS

Transportation Aspects are Not Compatible with Comprehensive Plan

This application is not compatible with a several goals of the City Comprehensive Plan as shown in the table below.

<table>
<thead>
<tr>
<th>Goal or Requirement</th>
<th>Comment</th>
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<tr>
<td>5.5 Lessen dependency on the automobile.</td>
<td>The property is an excessive distance from downtown, shopping, services, transit stops.</td>
</tr>
<tr>
<td>10.1 Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents.</td>
<td>The property is an excessive distance from downtown, shopping, services, transit stops. Efficiency and safety aspects of Broadford Road are discussed below.</td>
</tr>
<tr>
<td>13.2 Ensure the provision of safe, adequate, convenient multi-modal transportation access to all existing and future school sites.</td>
<td>Bus will be only viable transportation method. Expansion of school bus service likely required.</td>
</tr>
</tbody>
</table>

Road and Traffic Issues
While the additional traffic on Broadford Road from 36 units may not be large, it would at least double the existing residential traffic from the northern portion of Broadford Road. The applicant’s estimates of traffic increase are considered understated and do not account for the following issues:

- The intersection of Broadford Rd, Cedar St, and Main St is highly non-standard, sometimes resulting in backups from traffic waiting to turn on Main St and requiring a higher than normal level of driver vigilance and caution to avoid accidents. More traffic would aggravate this situation.

- I recall that the traffic studies for the 2009 application rated the intersection of Broadford, Cedar, and Main Street as the lowest category available. Details are no longer available on the City website; it only contains notice and summary agenda information.

- Broadford road is difficult to drive during certain winter conditions (snow covered roads with clouds or snow falling) because it is difficult to see the road boundaries. More traffic may result in more drive-offs or require more City maintenance expense.

- Difficult and unsafe driving conditions at night or during adverse weather are also aggravated by the absence of road markings and lighting. The City will incur additional expense in bringing the road up to standard and maintaining it.

- The City will also incur additional street maintenance expense. Since the results of the recent chip seal maintenance on the current City portion of Broadford road were poor (still excessively bumpy), more traffic will only result in more deterioration, more expense and more demands for road maintenance, which is not being provided currently due to budget limitations.
March 27, 2017

Mayor Haemmerle and City Council
115 Main Street South, Suite H
Hailey, ID 83333

Dear Mayor Haemmerle and City Council,

I would like to voice my opposition to the proposed Annexation of the 25 acres north of the Colorado Gulch Road that is part of the old Justus Ranch. I live on Broadford Road and have since 1983.

In my opinion Broadford Road is one of the treasures of south Blaine Country. It is enjoyed daily by many Hailey residence for walking and biking. The proposed subdivision would have a negative impact on the road not only to the people who live on the road but also those who use it for recreation.

There is already an oversupply of subdivisions lots on the road, do we really need more?

This proposed development is out of character compared to existing uses and if an approved would “give rise” to addition urban sprawl, do we really need or want this?

Thank you,

Stoney Burke
Dear Lisa,

Thank you for talking to me the other day. I would like to formally voice my adamant opposition to annexing the property to the north of me on Broadford road and approving a development of over 30 houses. Broadford road is a very lovely, special part of Hailey that so many people enjoy, appreciate and use for recreation including biking, horseback riding, dog walking, running etc. The addition of a large housing project would bring an inordinate and disturbing amount of traffic to this beautiful and bucolic area. Each house is deemed to generate at least 10 car trips a day in excess of what exists now. That is over 300 more per day. With access only at the top and bottom of Broadford, the back up to get into town to the north would be terrible. It would probably involve another traffic light, terrible slow-downs and impossible traffic conditions. As a resident of Broadford road who has done everything I know how to do to preserve and promote the rural ambiance of the area, including improving my own property and working very hard (including donating significantly) for the acquisition of Colorado Gulch by the Land Trust, I cannot tell you how upsetting and terrible I think this project is. Please please consider the harm that this will do not only to the Broadford Road area but to the many people in Hailey who love the natural aspect of Colorado Gulch and the many recreational advantages of our beautiful road that will be ruined by this development and all the traffic it will create. There is more to progress than just tax dollars. Areas like this once gone can never be restored. Please do not let this happen.

Thank you,
Catherine Sullivan
92 Broadford Road
INTRODUCTION AND SUMMARY

These comments are submitted by William T. Miles and wife, owners and residents of the property at 71 Broadford Rd in Blaine County, directly across the street from the proposed annexation and potentially subject to forced annexation.

The annexation application should be denied due to non-compatibility with the Comprehensive Plan, factors not within in the best interest of the City of Hailey and its citizens, and the inequitable nature of any resulting forced annexation of this and other properties.

COMMENTS ON ANNEXATION

Requirement for Forced Annexation of Adjacent Properties

At the January 23 hearing, and on previous occasions, the City Attorney stated that State Law would require forced annexation of adjacent properties which would become enslaved county properties if the CGP property were annexed. Idaho Statute 50-222 clearly allows such an annexation but does not require it.

The City has been requested to provide references or citations for this stated requirement but has not responded.

It would seem to be in the City’s best interest to know these legal details considering the legal fiasco resulting from the Old Cutters annexation.

Status of Property Adjacent to and Across the River

At the January 23 hearing, statements were made that the status of this property was an impediment to previous annexation applications with an implication that some sort of credit should be granted due to its sale to the Wood River Land Trust. This is misleading for the following reasons:

--The status of this property was not listed as a reason for previous application denial.

--The subsequent closing of this property to public access was in retaliation for annexation denial.

--The sale to Wood River Land Trust and transfer of Conservation Easement to the City of Hailey was a commercial transaction, is a done deal, and has no bearing on the current application.
Incompleteness of City Code and Comprehensive Plan Regarding Forced Annexation

This application may involve forced annexation of adjacent properties as discussed further below. The City Code and Comprehensive Plan do not address this issue at all, except to state that the Annexation Ordinance does not apply to City initiated annexations. It is clear that this issue, along with the entire application, is subject to City Council approval; however it is not clear whether the Planning and Zoning Commission is required, or even allowed, to consider this issue in making its recommendations as to whether the annexation is appropriate.

**COMPATIBILITY WITH COMPREHENSIVE PLAN**

This application is not compatible with a number of goals of the City Comprehensive Plan as shown in the table below. Further discussion of some issues is presented below the table.

<table>
<thead>
<tr>
<th>Goal or Requirement</th>
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</tr>
</thead>
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<tr>
<td>1.1 Preserve, protect and restore natural resources including waterways, floodplains, wetlands, soil, community forest, native vegetation, green space and wildlife habitat and migration corridors for the benefit of the City and its residents.</td>
<td>The property is currently agricultural (seasonal cattle grazing) green space which would be lost.</td>
</tr>
<tr>
<td></td>
<td>The rural nature of Broadford Rd is an important feature of the area, which would be lost to all area residents.</td>
</tr>
<tr>
<td></td>
<td>Wildlife including deer, moose, raccoons, skunks, foxes, etc. inhabit or pass through this area. Deer and moose frequently come to eat apples in our yard. The applicant's assessment of insignificant wildlife impact is incorrect.</td>
</tr>
<tr>
<td>5.1 Retain a compact City comprised a central downtown with surrounding diverse neighborhoods, areas and characteristics as depicted in the Land Use Map:</td>
<td>Annexation does not maintain compact city concept. Previous Comprehensive Plan specifically discouraged sprawl, which this annexation represents. Comprehensive plan discusses desirability of maintaining open space between Hailey and Bellevue, which this annexation reduces.</td>
</tr>
<tr>
<td>5.4 Protect open space within and surrounding Hailey, including visible ridgelines, undeveloped hillsides and agricultural areas which help define the unique character of Hailey.</td>
<td>The property is currently agricultural (cattle grazing) green space which would be lost.</td>
</tr>
<tr>
<td>5.5 Lessen dependency on the automobile.</td>
<td>The property is an excessive distance from downtown, shopping, services, transit stops.</td>
</tr>
<tr>
<td>5.6 Manage and accommodate population growth by infill development and, when</td>
<td>This annexation is not infill.</td>
</tr>
<tr>
<td><strong>appropriate, minimal expansion by annexation and/or density increases.</strong></td>
<td><strong>Annexation is neither appropriate nor minimal if it is mainly for the benefit of developers and involves forced annexation of other properties. See comment below regarding growth.</strong></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>8.1 Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels.</strong></td>
<td><strong>No information provided on housing costs, however unlikely to be low cost or affordable.</strong></td>
</tr>
<tr>
<td><strong>10.1 Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents.</strong></td>
<td><strong>The property is an excessive distance from downtown, shopping, services, transit stops.</strong></td>
</tr>
<tr>
<td><strong>12.1 Evaluate whether proposed regulatory or administrative actions may result in an unconstitutional taking of private property.</strong></td>
<td><strong>Forced annexation likely to result in issues regarding property owner’s economic interests and loss of essential attributes per Attorney General’s Guidelines.</strong></td>
</tr>
<tr>
<td><strong>13.2 Ensure the provision of safe, adequate, convenient multi-modal transportation access to all existing and future school sites.</strong></td>
<td><strong>Bus will be only viable transportation method.</strong></td>
</tr>
</tbody>
</table>

**Growth and Population Density**

During previous annexation applications, there have been various projections of future growth, with at times at least an implied statement that it is the job of the City to make it happen. In reality, there are other possible outcomes than growth by annexation:

- Growth within City boundaries
- Growth outside City boundaries (i.e., Blaine County)
- Growth doesn’t happen

Any discussion of growth and population density issues should recognize these other possibilities, which are not necessarily to the detriment of the citizens of the Wood River Valley.

**Road and Traffic Issues**

While the additional traffic on Broadford Road from 36 units may not be large, it would at least double the existing residential traffic from the northern portion of Broadford Road. The applicant’s estimates of traffic increase are considered understated and do not account for the following issues:

- The intersection of Broadford Rd, Cedar St, and Main St is highly non-standard, sometimes resulting in backups from traffic waiting to turn on Main St and requiring a
higher than normal level of driver vigilance and caution to avoid accidents. More traffic would aggravate this situation.

- Broadford road is difficult to drive during certain winter conditions (snow covered roads with clouds or snow falling) because it is difficult to see the road boundaries. More traffic may result in more drive-offs or require more City maintenance expense.

The City will also incur additional street maintenance expense. Since the results of the recent chip seal maintenance on the current City portion of Broadford road were poor (still excessively bumpy), more traffic will only result in more deterioration, more expense and more demands for road maintenance, which is not being provided currently due to budget limitations.

**Water and Sewer Provisions**

The applicant proposes to provide a lift station to pump sewage into a pressurized sewer main on Broadford Road. This comes as a surprise since this main was not identified on previous applications.

The City Engineer on previous applications was not in favor of additional lift stations in the system. The City would be apparently be liable for maintenance and may be liable in the event of malfunctions or loss of power.
March 1, 2017

VIA EMAIL
Email: lisa.horowitz@haileycityhall.org

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

Attention: Lisa Horowitz

Re: Colorado Gulch Annexation

Dear Ms. Horowitz:

We own the property located at 43 Broadford Road which is currently in Blaine County. We understand that, if the City of Hailey approves the requested annexation of the property at the mouth of Colorado Gulch along Broadford Road, our property would need to be annexed into the City of Hailey as well.

We would agree to consent to such an annexation if the following conditions can be met:

1. The annexation occurs concurrently with the proposed Colorado Gulch annexation;

2. The zoning of our property will be SC1-SO, which is consistent with the neighboring property;

3. The City would commit to NOT issue official notice regarding mandatory connection to the city water and sewer system under §12.04.03 of its Municipal Code until such time as there is a "change in use" as defined in the Code, and so long as the existing water and septic systems on our property comply with health and safety requirements; and
4. Our property would not be charged water and sewer hookup or service fees until such time as it is connected to the City system.

Thank you for your consideration.

Sincerely,

Brad Billger

Anna Billger

Cc: Preston Ziegler

MARCH 8, 2017
Thank you, Lisa, for taking the time to send me the link to the packet for the meeting 1/23 re: annexation of Colorado Preserve. After reading through the documents I have a few more comments I would like to have added to the packet, if possible. I do think the name is presumptive as it is NOT a Preserve in any sense, but a housing development.

I disagree that this development will be compatible with the area, or that it is “harmonious and in accordance with the goals and policies of the Hailey Comprehensive plan”, nor is in the best interest of the citizens of Hailey. Instead of having a pastoral vista, one will see a subdivision.

It appears from my reading that the green spaces are for the use of the subdivision not the public. Lots A,B,C, & E are designated as such, only parcel D states it will be public, though there doesn’t seem to be public access to it How does that equate to a city park as required? I see no inclusion of parking for the public, either.

The claim that this development will have “insignificant” impact on wildlife is so far from accurate! There is abundant wildlife here, so much that the area already in easement with the Land Trust is designated as habitat for endangered species including lynx, bald eagles, & wolverines, as well as not endangered but suffering from habitat loss, gray wolves, elk, deer, foxes, and other small mammals. I believe 36 homes plus the support activity required will most definitely impact the wildlife.

I have been unable to find the photos I took of the ground in question the last time it flooded, but it was significant. Sheet flooding of 1’ is not a casual puddle. I believe more detailed & reliable wetlands reporting should be
required and the building envelopes should be well away from them, not that the owners should only be told about their existence.

What is meant as "multi modal transportation"? How will this affect the neighborhood?

How much undeveloped land designated LR-2 is available in the city? Or its equivalent in Blaine County? The only total quoted was from 2009.

I noticed in the application that this development offered" opportunities for individuals and families of all socio-economic levels".......then see that the lots will range from $150,000.00-$250,000.00 and the homes will add $250,000.00-$400,000.00. This works out to $400,000.00, to $650,000.00. I believe that puts this development out of the reach of all but those in an elevated economic position, not all socio-economic levels.

One last point – I noted that the new owners would be alerted to the light industrial development across the street, but no mention was made of the airport noise.

Thank you for your time and consideration, Jill Bryson
January 19, 2017

City of Hailey
Planning and Zoning Commission

I am writing to express my concerns and adamant disapproval of the proposed annexation and creation of the Colorado Guich Preserve Subdivision.

First of all, can anyone actually call a housing subdivision a "Preserve". It is not preserving anything, it is taking away open agricultural space, wildlife habitat and making a overcrowded subdivision.

In 2010 there was a proposal for annexation and a subdivision for this property. It was denied and should again be denied for many of the same reasons. Too much density, now a 15% increase in traffic (this figure submitted by Galena Engineering in the study done for this development) and the forced annexation of properties that do not wish to be part of the city.

Broadford road is one of the most dangerous roads in the county! It is very narrow with no shoulders, no sidewalks and in many places no setbacks what so ever. I have personally experienced numerous examples of tense moments trying to safely pass a bicyclist with oncoming traffic approaching.

Your study says it will not impact wildlife, but in the last year I have personally seen many deer, moose, and elk and have been made aware of encounters with mountain lions. Most of these have been scary encounters on the road at night.

However the scariest encounter of all is the wobbly inattentive child riding their bike on Broadford road. This subdivision will create many more of these encounters. This road needs to be redesigned and improved before any development takes place anywhere on Broadford road! It is not safe!

I also want to ask, is there really a need for more development at this time? Cutters subdivision is not totally built out and The Quigley Canyon development is looming. There are two subdivisions on Broadford road, not too far away that are not built out, one of which, only has the original land owner’s house.

I do not see a need for this subdivision. It will certainly not be considered affordable housing with Galena Engineering estimating the minimum lot cost of $150,000 and housing values estimated between $250,000 and $400,000. Yet people will experience noise from the airport and the nonresidential effect of light industrial near by.
I find it interesting that as part of the City of Hailey’s report on this subdivision, a statement is made that the Wood River Land Trust acquired the adjacent 158 acres between the subdivision property and the river. It continues on to say that the City of Hailey has title to the conservation easement on the 158 acre parcel, and the WRLT owns the underlying land. It says joint efforts to plan for management and passive recreational use of this property will take place in 2017, in collaboration with neighbors and other stakeholders.

Why is this in this report on the subdivision? The Land Trust, City of Hailey property agreement, should have no influence in any regard to this subdivision approval decision.

As presented, there is no parking or access provided by the subdivision to connect the public to the land protected and owned by the Wood River Land Trust. So why is this information part of this report. It does not seem ethical to me.

I hope you will deny this application, leave the land as it is, or zone it as a much lower density project. One that can realistically use the road that is there and keep the Broadford area the aesthetically pleasing place that it is.

Thank you for your consideration in this matter.

Sincerely,

Barbara Acker
P.O. Box 1901
Hailey, Idaho 83333

Taxpayer of City of Hailey (rental property)
Taxpayer of Blaine County (homeowner in the county)
I am William R. Miles, owner of the property at 71 Broadford Rd directly across the street from the applied for annexation, and potentially subject to forced annexation.

It is my understanding that unwritten proposals have been made by the Applicant and/or the City of Hailey to eliminate forced annexation or mitigate its effects and consequences.

The Idaho Mountain Express on January 18 quoted the Community Development Director as stating that the Planning and Zoning Commission hearings would not address the forced annexation issue, but would leave it up to the City Council.

I am willing to consider mitigation proposals, however proposals which are vague, unwritten, non-binding or deferred to a later date inhibit the proper conduct of the Public Hearing process. For example, the proposals may require or imply agreement which would affect my ability to comment on issues other than forced annexation. They are likely to cause difficulties later, such as demands to start over, if a satisfactory resolution is not obtained.

I plan on attending the January 23 meeting. Perhaps more clarification of this issue will be provided at the meeting.
Dear City of Hailey, Community Development Department,

I have lived at 81 Colorado Gulch since fall of 1974. I share my north property line with the proposed annexation of lot 1A, Stevens Family Ranch, LLC by Colorado Gulch Preserve, LLC.

The 24.46 acres designated in the annexation proposal is on the bench on the west side of Broadford Rd. This property was previously part of an annexation request by Stevens Family Ranch, LLC and was denied for several reasons, most of which I feel are still pertinent.

The current request is for 36 units on 5 parcels including, (without acreages listed) “several open space parcels”. The lots are to range from 0.28 to 0.78 acres, a major change from what I believe is presently A20.

When my late husband Kevin & I purchased our property in 1974, Broadford Road was an area of small to large farms & ranches and no subdivisions. The rural nature of the area is what attracts people to this area. The 0.28 lot size is much too small, even the 0.78 acre lots are smaller than appropriate for the area. Broadford is a narrow road that even now has a real traffic problem, and adding 36 units will push it beyond reasonable limits. I believe the standard equation is 2 cars per unit, which would be 72 cars, each making 1 to many trips daily. Even figuring 1 round trip daily that is 144 trips daily.
The previous annexation to Hailey request was based on the need to increase building density and to hook up to city water and sewer services. It was denied, and now the same attempt is reappearing, though with different developers. However, the same arguments against annexation still exist. It is an inappropriate use of the land. Not only are there at least 2 subdivisions in the neighborhood that have not been built out, there is the enormous Quigley Canyon project. There are many buildable but vacant lots in the city or near by that are available.

I am not surprised by the timing of this move, as the Stevens Family Ranch, LLC has been purchased by the Land Trust and then given (in some respects) to the city of Hailey. The 158 acre parcel has been desired for years and has now been purchased. It was NOT a gift or donation, but a purchase! Reveling in the excitement of this acquisition, what a good time to try to annex and build next to it!

What will the city of Hailey gain from such an annexation? More people, more taxes, and the need to vastly improve the road and services. As a neighbor, what is my standing in terms of annexation? I will now be surrounded by Hailey ownership on 3 sides. Will I stay in the county or be forced into annexation myself? If I choose to be annexed, what would be involved, or am I to be the only county parcel?

Having spoken with those on the north & east sides of this development, I wonder why I was not included in the earlier discussions with the developers and the city of Hailey? Did you feel I would not be affected? When this is approved, as I'm sure it will be, I will be surrounded by the city on 3 sides with Colorado Gulch Road on the 4th.

This neighborhood has not been improved by all the zoning changes over the past few years. Realistically what is the reason for zoning at all? It does seem only an application and $$$$$ are required to change the zoning to suit the desires of a developer, rather those
affected by the changes. Wait a couple of years, change the name, and try again, and again, until acceptance is achieved.

I am certain that Preston & Tom Ziegler will do a good job with whatever they decide to do, but it is not an appropriate use of the land.

Please, in future, keep me apprised of your actions. I am very dissatisfied presently to have been left out of previous discussions.

Jill Bryson
Brad and Anna Billger
43 Broadford Road
Hailey, Idaho 83333

October 28, 2016

Dear Brad and Anna,

I wanted to reach out to you to let you know that the Stevens property adjoining your property along the Broadford Road was acquired early last summer by a partnership I will be involved with. Since that time, we have been in touch with both the City of Hailey, the Blaine County P&Z Department and the Wood River Land Trust to see if we could come up with a plan to transform the 150-acre river parcel below the bench, in its entirety, into a community river park. This would essentially complete a greenway along the Big Wood River from one end of Hailey to the other. There are few cities anywhere that could boast such an amenity, and I do feel it would ultimately enhance the value of your property.

When we started this recent process, due to past objections, we anticipated doing our development in the County. However, due to the fact the property lies with the Area of City Impact (ACI), we were informed by City staff that our application would not only be reviewed by the County but the City as well. This is required to assure it would conform to present and future City standards should they decide to annex the property in the future. Based on this, the City staff encouraged us to make an application to develop in the City and receive City water and sewer services. Additionally, impacts to the City that would be unreimbursed should the development occur in the County, could be paid through the annexation agreement to the City.

My first response was “I am not sure this is something I wish to pursue” given the 2 previous annexation request rejections. I explained my reluctance due to not wanting the topic of “forced annexation” of your property an issue for you again. However, upon reflection and because of how dramatically scaled back this development would be (36 residential lots on approximately a 25 acre parcel vs the previous 94 residences), I thought I would ask to meet with you to show you what we have in mind. I feel we have created the best presentation possible with the minimum amount of impact to your property yet complying with the City residential zoning requirements. I believe our layout has accomplished this. There are few lots fronting Broadford Road and a generous amount of open space allowing for significant natural landscaping to help the project blend into its setting.

It would be fair to say that the City and community would love to see the river corridor vision materialize. I believe the City will work to create fair results for all of us. This would be the time for us to sit down and see what benefits the City may be willing to extend in the spirit of cooperation amongst all of us to create a legacy Hailey Greenway and river park.

I would hope you will give me the opportunity to gain your support. So far, the people I have shared this plan with (including nearby Broadford Road residents) have voiced their approval upon viewing our project layout.

Please respond to me via my email (pfaeffle@cox.net) or feel free to call me on my cell 720-0420

Thank you,

[Signature]
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 6/20/2017            DEPARTMENT: Legal            DEPT. HEAD SIGNATURE: __________________________

SUBJECT:

Petition for Reconsideration of Amendment to the Hailey Comprehensive Plan and Rezoning of Lot 14, Block 46, Woodside Subdivision No. 11

AUTHORITY: □ ID Code ________  □ IAR __________  □ City Ordinance/Code ______
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Gadrie Edmunds and Dave Keir ("Petitioners") have filed a Petition for Reconsideration ("Petition") of the City's decision to amend the land use map in the Hailey Comprehensive Plan and to amend the Zoning map. The Petition and the City's Findings of Fact, Conclusions of Law and Decision are attached.

If you recall, Hailey amended the land use map in the comprehensive plan for the South Woodside property adjacent to the Building Material Thrift Store from "Other Public Green Space/Existing Park" to "Traditional Residential" and amended the zoning map for the same property from Recreational Green Belt (RGB) to General Residential (GR). The Petition raises three issues which are detailed in the Petition. First, the Petitioners believe the City should have opened up the public hearing after the mayor and council began deliberations. Second, the Petitioners believe the City should incorporate the recommendations of the Hailey Parks and Land Board, which were more specific than the recommendations of the Planning and Zoning Commission. Third, the Petitioners believe the conditions of approval should be incorporated into the rezone ordinance or a development agreement.

I believe this is the first time Hailey is considering a petition for reconsideration. In 2013, the Idaho legislature created a reconsideration process for land use decisions. Idaho Code § 67-6536(2). In response, Hailey enacted the same process in its zoning ordinance, which is set forth in the appeal process, as follows:

Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria or standards shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of the same, on appeal. An applicant or affected person who seeks judicial review of a decision by the Administrator, Hearing Examiner, Commission or Council must first seek reconsideration of the final decision within fourteen (14) days. A request for reconsideration shall be made to the person or body who has the authority to make a final decision but does not have to be made to a person or body who makes a recommendation. A request for reconsideration must allege and identify specific deficiencies in the decision. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards. A written decision shall be provided to the applicant or affected person within sixty (60) days of receipt of the request for reconsideration or the request is deemed denied. A decision shall not be deemed final for purposes of an appeal or judicial review unless the process required herein has been followed. The time to file an appeal or to seek judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

Halley Municipal Code § 17.03.080(D).
The reconsideration process requires an aggrieved party to pursue the reconsideration process if there has been a "[f]ailure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria or standards" before an aggrieved party files an appeal. The language in our ordinance is virtually identical to the language found in the state law governing reconsideration. Even though I find this language to be awkward, I believe it is intended to require a decision maker in a land use decision to make sure that the correct law is being followed and that the decision maker has properly evaluated each standard of evaluation.

The hearing on the Petition is not a public hearing. I would recommend that either the mayor or I should explain the process for the hearing and then allow the Petitioners or their attorney to make their argument, followed by my comments on the merits of the Petition. Then the Petitioners or their attorney should be granted an opportunity to respond. At that point, the Council should deliberate and make a decision based on the record. The arguments should be based on the three issues raised by the Petitioners.

For the benefit of the Petitioners and the Council, I would make the following observations:

1. I question whether the three issues raised in the Petition go to the purpose of a petition for reconsideration. A petition for reconsideration should address a "[f]ailure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria or standards."

2. For the first issue relating to the alleged failure to reopen the public hearing, I question whether earlier plans for a park are relevant to the applicable standards of review. There certainly was some discussion about the lack of interest for a park at the subject property for the last 28 years during the deliberations but I do not believe the prior history was used in the city's analysis of the applicable standards. The Council's Findings of Fact, Conclusions of Law and Decision do not address the lack of interest for a park. I would also point out that the efforts to develop a park as submitted in the Petition began after the application for a rezoning.

3. For the second issue relating to the alleged failure to include the Parks and Lands Board's recommendation, I again question whether it is necessary to include the earliest recommendation in your decision. The Petitioners are specifically asking that the Council, as recommended by the Parks and Lands Board, to require the building footprint be limited to not more than 1/2 of the lot (approximately 12,500 square feet). The Planning and Zoning Commission did not make the same specific recommendation. There is no legal requirement that you must include a recommendation of the first or second recommending body.

4. For the third issue relating to the request to include conditions of approval in the rezoning ordinance or a development agreement, I believe we could include such conditions in either the ordinance or a development agreement. In the alternative, I have been suggesting that the condition of approval be integrated in a lease which needs to be developed. The Petitioners correctly point out that they will not have the same protections under a lease as they would have in a development agreement. I have been reluctant to suggest a development agreement because a development agreement is normally between a landowner and the decision maker. In this case, the City of Hailey is both the landowner and decision maker. In the alternative, we could treat ARCH as the developer who could sign a development agreement. See Hailey Municipal Code 17.14.080

Ned

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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Comments:
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Recommendation from Applicable Department Head:

Follow the procedure outlined above and make a motion to grant or deny the Petition for Reconsideration.

Follow-up Remarks:
Via Email (lisa.horowitz@haileycityhall.org and ned@williamsonlaw.net)

May 26, 2017

Lisa Horowitz, Community Development Director
City of Hailey
115 Main Street South
Hailey, ID 83333

Ned Williamson
Hailey City Attorney
115 2nd Avenue South
Hailey, ID 83333

Re: Request for Reconsideration of Amendment to the Hailey Comprehensive Plan and
Rezoning of Lot 14, Block 46, Woodside Subdivision #11
SB Matter No. 23377.1

Dear Ms. Horowitz and Mr. Williamson,

As you know, we represent Gadric Edmunds and Dave Keir in response to the proposed rezoning of the property owned by the City of Hailey located at 3920 Woodside Boulevard (“Property”). We appeared at the March 27, 2017 hearing before the City Council on the foregoing Applications. We are in receipt of the final adopted Ordinance 1214 and the Findings of Fact executed May 19, 2017 by Council President, Don Keim.

Consistent with Section 17.03.050.D of the Hailey City Code and Idaho Code § 67-6535(2)(b), Gadric Edmunds and Dave Keir do respectfully request that the Hailey City Council reconsider its decision relating to the City Council’s approval of the amendment to the Hailey Comprehensive Plan as it relates to the Property and its subsequent rezoning.

At the hearing, two issues specifically came forward which my clients do not believe were adequately addressed and which should have been subject to further discussion and review before the City Council reached its decision.

1. The neighboring property owners should have been afforded an opportunity to respond to inquiries from the Mayor and Council after the public hearing was closed regarding their desires for the property.

Statements were made by the Mayor and Council that the neighboring property owners have never articulated what they wanted done with the property and those comments indicated that the specific intention or desires of the neighbors may have been considered if articulated. While the Mayor and Council had the opportunity to so inquire of the neighboring property owners of their specific desires for the Property when the record was open before the hearing was
concluded, they did not do so. In fact, comments by the Mayor and Council clearly indicating that such desires may have been considered only occurred after the record was closed and the Mayor specifically prohibited the neighboring property owners from responding to such inquiries and comments.

In fact, the neighboring property owners had developed and had presented to City Staff and the Parks and Lands Board the plan attached hereto as Exhibit A. Rather than engage, invite, encourage and consider, as the Council and Mayor seemed to intimate that the concerns of neighboring property owners would be if they had been articulated, the desires of the neighboring property owners were rejected. The attached plan was rejected by Staff and the Parks and Lands Board out of hand, with my clients being told that this proposal was too expensive, that it would never be considered, and that the City did not want to have to maintain this type of facility.

In the interest of addressing these concerns, my clients then suggested that in lieu of this plan, the lot could be rehabilitated with a picnic area, native landscaping and improved trailhead facilities to address Staff’s concerns, but that too was strongly discouraged. My clients also communicated to City Staff and the Parks and Lands Board that they had identified funding opportunities that they felt could be developed for the recreational improvements and indicated their willingness to participate and support such, but again, their efforts were rebuffed.

Thus, the characterization of the Mayor and Council that the neighbors had not been engaged in the past and certainly were engaged now was incorrect. The neighbors had proposed a variety of solutions which have been rejected and which they had been discouraged from continuing to promote due to ARCH’s threat that it would develop the whole site if they persisted. As such, they had not promoted these efforts to either the Commission or the City Council due to the lack of support from City Staff, the Parks and Lands Board, and others.

Had they not been discouraged by City Staff to continue to pursue this proposal, and had they been afforded a reasonable opportunity to address this issue prior to the closing of the public hearing at which point the Mayor and City Council raised for the first time concerns about the lack of engagement of the neighboring property owners, then the neighboring property owners would have identified specific elements of recreational, park or open space use for the Property that are set forth in the Attached Exhibit A.

Upon reconsideration, my clients and the neighboring property owners would offer testimony and information related to such desires for the space. They would also offer testimony regarding the failure of City Staff to engage and encourage their participation. This information was not provided to the Council entirely due to City Staff’s representations that it would not be considered by the City.
2. The Resolution and Ordinance omit any of the Actual Conditions recommended by the Parks and Lands Board that were an Integral part of the “Compromise” proposed by ARCH.

Although the Council indicated they believed that the “compromise” to permit ARCH to develop half the lot as affordable housing and the other half as recreational, park or open space, was a good one; and although ARCH had represented to the Commission at its November 28, 2016 hearing of the matter that it would support specific development standards be applied to ensure its performance (See Council Packet, March 27, 2017, p. 203), and although ARCH represented to the Commission at its January 26, 2017 hearing that it was “prepared to provide housing to half the parcel, develop trailhead access . . . and make the balance of the parcel available for other public recreational purposes” (See Council Packet, March 27, 2017, p. 209), there was no discussion whatsoever by the Council on how such conditions would be implemented and enforced to ensure that ARCH’s proposed conditions and the proposed “compromise” be documented and enforced. It is not a “compromise” when there are inadequate assurances that the use and development represented by ARCH will be monitored and ensured.

Based upon prior information from the Hailey Parks and Land Board and recommendation for conditions, the Commission identified certain conditions that the applications should be made subject to in its findings. In its January 23, 2017 Findings, the Commission identified three conditions that the amendment to the comprehensive plan and the rezoning should be subject to. (See Council Packet, March 27, 2017, p. 111.) Although those Commission identified conditions have now in fact been incorporated into the Findings of Fact, they are not included in the Ordinance.

Moreover, the conditions of approval that the Commission incorporated do not in fact reflect the recommended conditions of approval from the Parks and Lands Board on December 20, 2016, wherein the Board specifically recommended the following:

- Require the building footprint to be limited in size; covering approximately no more than half of the lot (limiting the building footprint to approximately 12,950 square feet). Park or open space should compromise approximately half of the remaining area of lot (approximately 12,950 square feet).
- Minimize the area for driveways and parking to be dedicated to the homes and reduce the visibility or prominence of this area.
- Immediately revert property back to Recreational Greenbelt (RGB) zoning if the ARCH housing project fails to complete their proposed project.

The conditions recommended by the Parks and Lands Board reflected the anticipated terms of the “compromise” that ARCH had presented. However, what the City Council has
 adopted does not incorporate specific concepts that the Parks and Lands Board identified and were integral to the Board’s recommendation to the Commission supporting a rezoning of the property. We believe that the City Council must reconsider its decision and evaluate whether the recommended conditions from the Parks and Lands Board should have been incorporated into the conditions of approval adopted by the Commission and approved by the City Council to ensure enforceability of the “compromise” as it has been presented.

3. To ensure enforceability of the conditions of approval, they must either be incorporated into the ordinance or memorialized as a development agreement.

Ordinance 1214, as it has been adopted, fails to condition the rezoning of the property based upon the conditions of approval as adopted by the Commission and the City Council. This may be acceptable if it were a general rezoning of property or text amendment to the zoning ordinance, however, in this instance where the approval is specifically conditioned upon certain actions, and where the conditions include a clause providing for the reversion to the prior zone change in the event of nonperformance, then inclusion of such language in the body of the ordinance is not just a good idea, but it is imperative to carry out what the City Council actually approved.

Therefore, my clients respectfully request reconsideration by the City Council in its adoption of Ordinance 1214 to ensure that: (a) ARCH’s commitment to development standards articulated on November 28, 2016 and January 26, 2017 are documented as conditions to the rezoning of the Property; (b) the actual conditions identified by the Parks and Lands Board upon which they would support recommending the rezoning of the property be incorporated; and (c) that such conditions are incorporated into a valid and enforceable development agreement adopted pursuant to Idaho Code 67-6511A,

A development agreement is the only appropriate means of ensuring compliance with the conditions that have been established regulating rezoning conditioned upon a specific development plan. Incorporating general conditions into a lease with ARCH does not in fact protect the public or give the public the ability to ensure compliance with the conditions of approval. In the event of ARCH’s noncompliance with a provision of the lease, the public lacks the rights that are otherwise set forth in a development agreement adopted pursuant to Idaho Code 67-6511A,

Sincerely,

Geoffrey M. Wardle

GMW:\g
WOODSIDE POCKET PARK

PARK & RECREATION ACCESS USERS TO TRAIL AND HILLS:
1. POWER ENGNERERS EMPLOYEES
2. WOODSIDE RESIDENTS
3. SYRINGA MNT SCHOOL STAFF AND STUDENTS
4. WOODSIDE INDUSTRIAL PARK WORKERS
5. BACK COUNTRY SKIERS
6. HUNTERS
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On March 27, 2017, the Hailey City Council considered city initiated applications for an amendment to the Comprehensive Plan Land Use Map to change the area identified as “Other Public Green Space/Existing Park” to “Traditional Residential” at 3920 Woodside Blvd (Lot 14, Block 46, Woodside Plat #11) and for an amendment to the Zoning District Map to change 3920 Woodside Blvd from Recreational Green Belt (RGB) to General Residential (GR). The property located at 3920 Woodside Boulevard is interchangeably referred to in this Decision as the “site,” the “property” and the “subject property.” The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision:

Notice

Notice for the public hearing was published in the Idaho Mountain Express on 02/08/2017 and mailed to property owners within 300 feet and to public agencies on 02/08/2017. Notice was posted on all external boundaries of the property on 2/20/2017. The item was continued on the record from the February 27, 2017 meeting to March 27, 2017 meeting. Previous notice related to the Planning and Zoning Commission proceedings are found in the project file, on file at the Community Development Department.

Application and Background

The subject property is located in south Woodside. The subject property is .598 acres (26,048 square feet). The property was deeded to the City of Hailey in 1989. The deed contains a restriction that the “property be used for public purposes only.” ARCH Community Housing Trust (“ARCH”), a non-profit corporation, proposes to construct four (4) residential units on a portion of the property which would be rented to qualified applicants. It is proposed that the remainder of the property would be used as public open space, with public access to the Toe of the Hill Trail. ARCH has been active in the City of Hailey and within the Wood River Valley in developing affordable community housing. The Toe of the Hill Trail is a well-used non-motorized pedestrian and bicycle trail which is generally located at the toe of the hill located east of the Woodside Subdivision.

The City has never had the resources to develop this parcel as a park. The site has been used for vehicle storage, and limited snow storage. It is not ideal for snow storage due to its shape and proximity to residential uses. Currently, various vehicles from the Building Material Thrift Store are parked on the property. There is an existing bus stop on the northern edge of the property.

The proposed amendment to the Comprehensive Plan Land Use Map would change the notation on the Land Use Map from “Other Public Green Space/Existing Park” to “Traditional Residential”. Traditional Residential is the Comprehensive Plan designation applied to most residential neighborhoods in Hailey. On the Comprehensive Plan Land Use Map. The Comprehensive Plan contains many goals related to housing, parks and open space. The staff report dated February 27, 2017 contained pertinent excerpts of the Hailey Comprehensive Plan, attached hereto as Exhibit “A.”

Procedural History

On July 18, 2016, the Council voted to consider a grant application by ARCH for community housing at the property, subject to a public process, and a recommendation from the Parks and Lands Board. The Hailey
Parks and Lands Board reviewed this proposal at their meeting on September 14, 2016 and voted in support of this proposal, subject to:

- If ARCH does not utilize the lot for community housing, the lot shall revert back to Recreational Greenbelt (RGB) Zoning.
- Public access from the sidewalk to Toe of the Hill Trail needs to be provided, according to City standards, including signage, verbiage, dog pot and garbage.
- Public trailhead access path includes fencing on both sides and that the path be made of compacted material.

On October 17, 2016, the Council voted to accept a recommendation from the Hailey Parks and Lands Board to authorize the City to initiate a zoning map amendment for the parcel.

On November 28, 2016, the Hailey Planning and Zoning Commission conducted a public hearing to consider an application for a zoning map amendment. During the hearing, problems with notice were discovered. For example, the posted notice on site was stolen. The Commission renoticed the hearing to December 12, 2016.

On December 12, 2016, Hailey Planning and Zoning Commission conducted a public hearing to consider the application for a zoning map amendment. The hearing was continued to January 10, 2017.

The Parks and Lands Board reconvened on December 20, 2016 to consider additional neighborhood input. The Wood River Land Trust and Blaine County Recreation District were also in attendance. The Land Trust came out in support of a compromise position, where a portion of the site would be developed as a park and access to the Toe of the Hill Trail would be maintained, and a portion of the site would be utilized for community housing. The Board recommended the following:

- Require the building footprint to be limited in size; covering approximately no more than half of the lot (limiting the building footprint to approximately 12,950 square feet). Park or open space should comprise approximately half of the remaining area of lot (approximately 12,950 square feet).
- Minimize the area for driveways and parking to be dedicated to the homes and reduce the visibility or prominence of this area.
- Immediately revert property back to Recreational Greenbelt (RGB) zoning if the ARCH Housing project fails to complete their proposed project.

The Planning and Zoning Commission considered the applications for an amendment to the Hailey Comprehensive Plan Land Use Map and an amendment to the Hailey zoning map at its January 10, 2017 meeting. After considering the applications and hearing public testimony, the Commission made a recommendation to approve the Comprehensive Plan Land Use Map revision by a 3-2 vote. Then the Commission made a recommendation to conditionally approve the amendment to the zoning land use map, again by a 3-2 vote. The Commission's Findings of Fact, Conclusions of Law and Decision were transmitted to the Hailey City Council. The City Council conducted public hearings on February 27 and March 27, 2017.
Based on neighborhood input at various points in the process, ARCH offered to conduct a community meeting to discuss the project. At the February 27 Council meeting, the Council voted to continue the item to the March 27 meeting to allow time for a community meeting.

A community meeting was conducted on March 16, 2016. ARCH, city staff and five households were represented, with a total of 12 citizens attending. ARCH met with South Woodside residents to diagram ideas on how to best lay-out a shared-use concept of the site. The uses discussed were housing and park/open space. A consensus among the residents and ARCH was not reached.

On March 27, 2017, the Hailey City Council considered the applications and public testimony. The City Council received considerable written documentation from ARCH, neighbors and an attorney for residents in the South Woodside area and considered testimony from ARCH and members of the public.

On April 17, 2017, the Hailey City Council added three conditions to the approval of the amendment to the zoning district map.

Based on Price v. Payette County Board of Commissioners, 131 Idaho 426, 758 P.2d 583 (1998), the City Council separately considered the proposed amendment to the Comprehensive Plan Land Use Map and an amendment to the Zoning Map. The City Council first deliberated on the application to amend the Comprehensive Plan Land Use Map. Then, the City Council deliberated on the rezone application which proposed an amendment to the Hailey Zoning Map.

**Analysis and Discussion of Hailey Comprehensive Plan and Land Use Map**

Idaho Code § 67-5508 requires a municipality to prepare and update a comprehensive plan, consisting of seventeen (17) components. One of the components is land use which includes a land use map “indicating suitable projected land uses of the jurisdiction.” The comprehensive plan considers existing conditions, trends, and desirable future situations, the objective being a balanced mix of land uses for the community. The Comprehensive Plan Land Use Map establishes a basis and direction for the expansion and/or location of business, residential, industrial, institutional and green space areas within and adjacent to the City. The existing Land Use Map depicts the subject property as either “Existing Park” or “Other Public Green Space”. The color of “Existing Park” is very similar to the color of “Other Public Green Space” on the Land Use Map. See the attached Comprehensive Plan Land Use Map adopted by Resolution No. 2010-18. The public notice for this application referred to both categories.

The Comprehensive Plan Land Use Map shows this property at the edge of the Light Industrial/Business Park Designation, and residential neighborhoods. It also depicts a “1/4 mile service area” at the south end of Woodside. The subject property is essentially centered in this “1/4 mile service area.” The playing fields at Alturas Elementary School are open to the public during non-school hours and appear to be within a ¾ mile service area. It is also important to note that a revision of the Land Use Map showing the subject parcel as “Traditional Residential” would still allow a park on the subject property. Amending the Comprehensive Plan Land Use Map would allow the subject property to be zoned General Residential (GR). A park is a permitted use in the GR Zoning District.
The Council finds that the Comprehensive Plan Land Use Map, not the text within the Comprehensive Plan, should be amended. The Comprehensive Plan contains considerable language supporting parks/open space and community/affordable housing. See attached Exhibit "A." Courts recognize that there may be conflicts within a Comprehensive Plan and that a Comprehensive Plan is not a legally controlling zoning law, but rather a guide, advising a governmental entity making a zoning decision. Urrutia v. Blaine County, 134 Idaho 353, 2 P.3d 738 [2000].

Based on the record, the Council does not find it necessary to address all of the guidelines in the Comprehensive Plan which address parks/open space and community housing. The City Council finds that the Comprehensive Plan language strongly supports parks/open space and community/affordable housing and that the Comprehensive Plan Land Use Map may be amended to "Traditional Residential" for the subject property. Such an approach considers the previous and existing conditions, trends, compatibility of land uses, desirable goals and objectives, and desirable future situations, and is consistent with the general guidelines of the Comprehensive Plan.

Analysis and Discussion of Proposed Zoning Amendment

The subject property contains General Residential (GR) Zoning to the north, Recreational Greenbelt (RGB) zoning to the east, Light Industrial (LI) zoning to the south (Building Materials Thrift Store), and Business (B) zoning to the west (Power Engineers). The property is the transition between residential uses in the GR Zone and the various light industrial and business uses in south Woodside.

**Purpose of General Residential (GR) Zone District:** The purpose of the GR Zone District is to provide areas for a variety of residential uses, and a limited number of other uses compatible with this type of residential development. The intent is to preserve the favorable amenities associated with a residential neighborhood.

**Bulk Requirements in General Residential (GR) Zone District:** The building height and setback requirements for the RGB and GR Zone Districts are identical. RGB Zones have no minimum lot size, and no lot coverage requirements. Minimum lot size in GR is 6,000 square feet. Lot coverage requirements are 40% maximum.

**Density in the GR Zone District:** The GR Zone District allows for residential uses up to 10 units per acre. The RGB Zone District does not allow for residential uses. Four (4) units are proposed, which is a density of 6.6 units per acre.

**Existing Land Uses in the General Residential (GR) Zone District:** The site proposed for a rezone is vacant. It has never been developed for park purposes. The Parks Board has considered this request for a change of zoning for ARCH Housing, and is in support of both housing and public open space on the property, which are permitted uses in the GR Zoning District. Parks are a permitted use in the GR Zone District.

The City Council makes the following findings of fact for the criteria relevant to a rezone or map amendment (the criteria is in bold print):
17.14.060 Criteria for Review

When evaluating any proposed amendment under this Article, the Council shall make Findings of Fact on the following criteria:

A.1 The proposed amendment is in accordance with the Comprehensive Plan;

Zoning is intended to implement the direction established in the Comprehensive Plan. The zoning would be consistent with a Comprehensive Plan Land Use Map Amendment showing the property as “Traditional Residential.” Accordingly, this change would be in accordance with the Comprehensive Plan.

The Courts “hold that a city’s land use map does not require a particular piece of property, as a matter of law, to be zoned exactly as it appears on the land use map.” Bone v. City of Lewiston, 107 Idaho 844, 693 P.2d 1046 (1984). Notwithstanding this statement of the law, the City has proposed an amendment to Comprehensive Plan Land Use Map so that the Land Use Map would be consistent with the Zoning Map. The Council finds that the proposed GR Zoning would still allow a park, which a permitted use in the GR Zoning District.

The excerpts of the Hailey Comprehensive Plan (see attached Exhibit “A”) includes pertinent provisions addressing parks and housing. As mentioned earlier, a Comprehensive Plan does not control zoning law. Rather, it serves as a guide to the City Council when making a zoning decision. The Council finds that there are times when language in Comprehensive Plan is contradictory. In this case, it could be argued that the park provisions should trump the housing provisions, or vice versa. Or, the proposal recommended by the Parks and Land Board could accommodate the strong language supporting both parks/open space and housing. The Council recognizes that GR Zoning allows a park as a permitted use. Based on the foregoing analysis and following the amendment of the Comprehensive Land Use Map for the site to “Traditional Residential,” the Council finds that the proposed amendment is in accordance with the Hailey Comprehensive Plan.

A.2 Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;

Public facilities and services are available and sufficient to support the full range of uses permitted by the zone change under consideration. Hailey staff has not identified any facilities or services which are not available and which would create excessive additional requirements at public cost. Accordingly, the Council finds that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services.

A.3 The proposed uses are compatible with the surrounding area; and

As noted in the analysis of the Comprehensive Plan Land Use Map, this site is at the edge of several overlapping land use categories. The subject property is most aligned with the adjacent residential zoning district, and is less aligned with industrial/business uses. The Council finds that the proposed uses are compatible with the surrounding area.
A.4 The proposed amendment will promote the public health, safety and general welfare.

The City and the Wood River Valley have a documented need for community housing, as well as open space. The Comprehensive Plan balances these two goals by calling for both housing and open space projects over time as resources permit and opportunities arise. The recommendation from the Parks and Land Board promotes these goals and the public health, safety and general welfare. The proposed project will meet the “public purposes” requirement of the 1989 deed which is consistent with promoting the public health, safety and general welfare. The Council finds that the proposed amendment will promote the public health, safety and general welfare.

CONCLUSIONS OF LAW AND DECISION

Based upon the above Findings of Fact, the Hailey City Council concludes that adequate notice, pursuant to Title 17, Section 17.08.040(D), was given, and is proper, and makes the following conclusions of law:

1) The Application for an Amendment to the Comprehensive Plan Land Use Map to change the area identified as “Other Public Green Space/Existing Park” at 3920 Woodside Blvd (Lot 14, Block 46, Woodside Plat #11) to “Traditional Residential”, is hereby approved by the Council by a vote of 3 in favor and one (Council Member Teevin) opposed.

2) The Application for an Amendment to the Zoning District Map to change 3920 Woodside Blvd (Lot 14, Block 46, Woodside Plat #12) from Recreational Green Belt (RGB) to General Residential (GR) is hereby approved by the Council, finding that the amendment meets the criteria for review under § 17.14.060 of the Hailey Municipal Code, by a vote of 3 in favor and one (Council Member Teevin) opposed, subject to the following conditions added by unanimous vote on April 17, 2017:
   a) A site plan shall be developed which conceptually illustrates the park/open space area and the area to be used for housing.
   b) The lease agreement with ARCH and future site plans shall identify and retain the existing bus stop.
   c) If ARCH does not utilize the portion of the lot designated for community housing and if certificates of occupancy are not issued for that housing within five (5) years of the Council approval of the Comprehensive Plan and Land Use Map amendment and the rezone, then the lots should revert to the previous Comprehensive Plan Land Use Map and Zoning Map designations.

Signed this 19 day of May, 2017.

Don Keim, Council President, City of Hailey
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _____ day of May, 2017, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

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CITY OF HAILEY

By [Signature]
Robyn Davis, Community Development Coordinator
Exhibit “A”

Pertinent Provisions of Halley’s Comprehensive Plan
PART THREE  GOALS & INDICATORS

Section 4  Recreation, Parks and Lands

Purpose
The purpose of this section is to provide an analysis showing a system of recreation areas, including parks, parkways, trailways, river bank greenbelts, beaches, playgrounds, and other recreation areas and programs (Idaho Code Section 67-6508(j)).

Background Information
Hailey residents enjoy a number of developed recreation opportunities. There are a number of neighborhood parks scattered throughout the city. The Blaine County Aquatic Center, the Community Campus and the Wood River Trails (connecting Hailey to the rest of the Wood River Valley via a world-class recreation trail) are assets enjoyed not only by Hailey residents, but a larger community. The Blaine County School District provides approximately 45 acres of sport fields for organized recreation programs. The notable play structure in Hop Porter Park was provided through volunteer efforts, as was the Hailey Skate Park. All these assets, combined with a seeming abundance of surrounding lands still relatively free of development continue to provide adequate recreation opportunities for Hailey residents.

Population growth over the last 30 years has placed high demand on park space within the city. In 2002 the Hailey Parks, Lands and Trails Master Plan was adopted and the Hailey Parks & Lands Board was formed. Subdivision standards were adopted in 2003 to require parks and trails contributions from new development. In 2007 Development Impact Fees were adopted. The fees are required to be paid by any development within all areas of the City. The fees may be used for park, transportation, police, or Fire/EMS capital facilities.

Planning for parks and recreation must be sensitive to the stresses and complexities of growth, flexible to changing conditions, and be a part of the City's overall growth strategy. It must be focused on providing recreation opportunities to meet the diverse needs of a diverse community. It must address conservation of the natural environment, while preserving property rights. Above all, planning for parks and recreation must reflect a vision consistent with the goals and aspirations of the community.

The Land Use Map adopted as part of this Plan includes Parks, Trails and Green Space information and should be utilized as a tool in future land use planning.
<table>
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<th>Goals</th>
<th>Indicators</th>
<th>Desired Trends or Benchmarks</th>
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<td>4.1 Create and maintain an interconnected system of parks,</td>
<td>Park acres per capita</td>
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<tr>
<td>recreational facilities, trails, green spaces and natural lands in</td>
<td>Benchmark: 10 acres per 1,000</td>
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<td>order to provide diverse recreation opportunities for Hailey</td>
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<td>residents within ¾ mile to ½ mile of the greatest number of residents.</td>
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<tr>
<td>Percent of population within ¾ mile and within ½ mile of a park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park/Open Space as percent of city area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance costs per capita</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PART THREE GOALS & INDICATORS

Section 8 Housing

Purpose
The purpose of this section is to provide an analysis of housing conditions and needs; plans for improvement of housing standards; and plans for the provision of safe, sanitary, and adequate housing, including the provision for low-cost conventional housing, the siting of manufactured housing and mobile homes in subdivisions and parks and on individual lots which are sufficient to maintain a competitive market for each of those housing types and to address the needs of the community (Idaho Code Section 67-6508(I)).

Background Information
Rapid development of higher-cost housing in the Wood River Valley over the past decades has contributed to an increased demand for affordable, or “community”, housing in the entire valley including Hailey. The term “community housing” has been commonly adopted to refer to housing that is affordable to the workforce of the community, including low income to moderate income wage earners. Housing that is affordable to retired workers, seniors, and disabled residents is also considered “community housing”.

In the United States, two commonly used guidelines for housing affordability is a housing cost that does not exceed 30% of a household’s gross income, and that a home should cost no more than 300% of a family’s income.

The Blaine County 2010 Area Median Income (AMI), for a family of four, is $78,000. This figure may not reflect the true median income for workers due to a number of residents with extraordinarily high incomes. It also excludes workers who are employed in Blaine County but commute from outside the county. Based on the published AMI and the standard above, in 2010 an affordable home price for a family of four would be approximately $234,000.

<table>
<thead>
<tr>
<th>Year</th>
<th>Hailey Median Home Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>$430,000</td>
</tr>
<tr>
<td>2009</td>
<td>$310,000</td>
</tr>
</tbody>
</table>

A relatively small number of community housing units have been provided in Hailey through private developments. Hailey has also has a large number of mid-range single-family homes. However, due to rapidly rising land and home values through the housing market bubble, peaking in 2005, there was a critical housing shortage for moderate to low-income households in Hailey. The current recession and housing market crisis has had a mixed effect on housing affordability. The decline in market value has brought some homes into the affordability range for the workforce. However, that decline has been, in part, due to the many foreclosures and distressed sales in the area. Despite the recession and accompanying drop in property values, market home prices continue to exceed affordability standards for many working families in the community.
PART THREE  GOALS & INDICATORS

For the many residents who have lost their homes through foreclosure and/or who have experienced lost or reduced incomes, purchasing a home may be out of reach for many years. Furthermore, the unemployment rate is predicted to remain high for several years. The types and methods of providing community housing should be re-examined, but the ongoing need for affordable homes—whether for rent or for sale—remains an important challenge.

There are many benefits affordable housing brings to the community, including economic, social and environmental benefits.

**Economic Benefits**
- Affordable employee housing is a key element in the decisions of business owners to create new enterprises or expand their businesses. If affordable housing for employees to purchase and/or rent cannot be provided, it will limit the growth potential and sustainability of local businesses. To the extent that attractive, affordable housing is available, employees can better be recruited and retained.
- Productivity of the workforce improves when commutes are shortened.
- The ongoing local spending and taxes generated as a result of homes being occupied by the working community are significant. As of the summer of 2009, it was estimated that annual incomes of the owners of Blaine County Housing Authority-managed community homes (county-wide) totaled approximately $4.8 million. According to the National Association of Home Builders (NAHB), the typical household will generally spend about three-fifths of their income on goods and services in the local economy, suggesting that Blaine County’s community homeowners contribute $2.88 million annually to the local economy.

**Environmental Benefits**
- Long commutes are not only costly to the workers, but to the environment as well. Carbon emissions are reduced and air quality is improved when employees live close to work. In addition, fewer commuters will alleviate the demand for more highway lanes and asphalt.

**Social Benefits**
- Many social benefits are realized when workers live in their own community. Quality of life and safety improve when critical care employees live within close responding distance. Children do better in school when parents are at home in the mornings and evenings. Homeowners are more active in their communities, creating a greater vibrancy and sense of unity.
Section 10 Transportation

Purpose

The purpose of this section is to provide an analysis prepared in coordination with the local jurisdiction(s) having authority over the public highways and streets showing the general locations and widths of a system of major traffic thoroughfares and other traffic ways, and of streets and the recommended treatment thereof. This component may also make recommendations on building line setbacks, control of access, street naming and numbering, and a proposed system of public or other transit lines and related facilities including rights-of-way, terminals, future corridors, viaducts and grade separations. The component may also include port, harbor, aviation, and other related transportation facilities (Idaho Code Section 67-6508 (i)).

Background Information

The 1982 Comprehensive Plan recognized the importance of connections between neighborhoods. As new neighborhoods came on line, the City required provisions be made for future connections in addition to Highway 75/Main Street but allowed developers to defer those connections. Northridge and Woodside residents were not connected to the rest of Hailey without using Highway 75 until 1998 and 1999. In 1999, Deerfield and north Hailey residents were connected to the Wood River High School and the Blaine County Aquatic Center with a connection through Foxmoor. The 1982 Plan also reflected the community’s forethought regarding the need for transportation options. The plan called for minimizing the adverse impacts of all forms of transportation on land uses and mass commuter systems in and around Hailey. The plan urged cooperation with Ketchum that had a transit system serving the northern part of the valley, called for shelters at pick-up points and encouraged the city to generate ridership.

The focus of the 1998 – 2003 Comprehensive Plan was the safe and efficient movement of people (not just cars), while minimizing the adverse impacts of all forms of transportation with recognition of the importance of transportation choices, street design, and land use patterns. The 1998 – 2003 Plan detailed the three components to manage traffic and create a healthy transportation system: Engineering, to build multi-modal and pedestrian-friendly transportation elements; Enforcement, to provide both incentives for positive actions and disincentives for undesirable actions; and Education, to increase social awareness and encourage personal change (see Appendix D).

The Hailey Transportation Master Plan (TMP) was adopted by the City Council in November 2007. The TMP was intended as the City’s implementation of the 1998 – 2003 Comprehensive Plan. The TMP made recommendations pertaining to specific policy decisions involving pedestrian and bicycle infrastructure improvements; the draft amendments to the street standards and procedures, was intended to be the next step in the implementation process.
<table>
<thead>
<tr>
<th>Goals</th>
<th>Indicators</th>
<th>Desired Trends or Benchmarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1 Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Halley residents.</td>
<td>Transit Ridership</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Percent of population within ¼ mile of a transit stop</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Percent of residents who walk, bike, use transit, or carpool to work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The length and proportion of major streets that meet the city's minimum Complete Streets standard</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Percent of the residential neighborhoods connected to 'destination' areas (schools, shops, restaurants) by pedestrian friendly streets</td>
<td></td>
</tr>
</tbody>
</table>
Return to Agenda
June 12, 2017

Bruce Tidwell, Commissioner
Bryan Dilworth, Commissioner
Via e-mail: bmtbruce@gmail.com

RE: Meeting with Flood Control District No. 9

Dear Flood Control District No. 9 Commissioners:

As you know, Hailey is in the midst of a record flood. We are availing ourselves of all local, state and federal resources to assist us in protecting Hailey infrastructure. As we address the needs of our affected citizens in this and other disasters, the question is whether the City can provide services in a safe manner, with the goal of not endangering our citizens or employees. With this in mind, the City, along with our County partners, have had to evacuate over fifty properties, forty of which have structures on those properties. We evacuated the properties because services could no longer be provided in a safe manner. The people who remain in these evacuated properties are required to sign waivers indicating that they understand that the City can no longer provide services. Of course, it is always our desire to serve our citizens; however, we can only provide services if we can do it safely without endangering lives.

I have familiarized myself with Idaho Code §42-3101 et al, Flood Control Districts, which establishes flood control districts and creates their authority. I understand from the County Assessor’s Office that, of the $42,000 levied in Blaine County in 2016 for the Flood Control District, approximately $7,000 of this amount was levied from Hailey city taxpayers.

I am hoping to set up a meeting in the near future to discuss the Flood Control District No. 9 role in the 2017 Hailey Flood. Please contact me at 788-4221, ext. 30 or Lisa Horowitz, Community Development Director at 788-9815, ext. 13 to arrange such a meeting.

I am looking forward to our mutual collaboration on Hailey flooding issues. Thank you for your anticipated help in these matters.

Sincerely,

Fritz X. Haemmerle
Mayor, City of Hailey
Return to Agenda
June 14, 2017

Tara Clark
Federal Transit Administration
Office of Program Management
1200 New Jersey Avenue, S.E.
Washington, DC 20590

RE: Low or No Emission (Low-No) Bus Program FY 2017

Dear Ms. Clark:

I am writing in support of Mountain Rides’ applications seeking funding for two electric buses and charging equipment under the FY2017 Low or No Emission (Low-No) program available through a competitive grant application process. The City of Hailey supports Mountain Rides’ application for funding and encourages you to view this application favorably.

The City of Hailey makes significant investments in Mountain Rides through an annual appropriation of local funding, as public transportation is a key strategy to improving the local economy and quality of life. Mountain Rides serves residents, commuters, and visitors and is supported through regional cooperation. Being able to replace aging buses with new electric buses would be a boon to the health and environment of our community. Sustainability and energy reduction are core values of the City of Hailey that would be reinforced by having electric buses in our local public transportation system.

Thank you for consideration of Mountain Rides’ application and a shift to cleaner, more sustainable propulsion systems for our public transportation system in the City of Hailey. This funding opportunity is critical to the long-term success of Mountain Rides.

Sincerely,

Fritz X. Haemmerle
Mayor, City of Hailey
Return to Agenda
June 15, 2017

The Wood River Fire Protection District (District) and the City of Hailey (City) have moved forward and signed the Joint Powers Agreement (JPA) and recently selected and appointed representatives to serve as Party Members on the Joint Board.

The District has selected and appointed Fire Commissioners Seth Martin and Jay Bailey and the City has selected and appointed Council Members Martha Burke and Pat Cooley.

The Fire Chiefs would like to schedule our first meeting to be held in July 2017 for the purpose of meeting one another and discussing the selection of the At-Large Member to serve as the fifth member of the Joint Board.

Please let us know if you will be available in July as we are very excited and looking towards the future for enhanced efficiencies.

Sincerely,

[Signature]
Bart Lassman
Chief of Fire and Emergency Medical Services
Wood River Fire District

[Signature]
Craig Aberbach
Fire Chief
City of Hailey
Return to Agenda
AGENDA
HAILEY PLANNING & ZONING COMMISSION
Monday, July 17, 2017
Hailey City Hall
5:30 p.m.

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1 Adoption of the Meeting Minutes of June 19, 2017

Public Hearings

PH 1 Consideration of a Conditional Use Permit Application by Keith Davis Corrals, to permit two horses at 360 West Meadow Drive (Lot 2, Block 1, Northridge Subdivision) in the Limited Residential 2 (LR-2) Zoning District. The parcel is 1.189 acres in size. A fence with wooden posts, mesh wire and green paneled gates are existing and a 12’ x 12’ shed will be built out of wood and metal to provide shade and shelter for the horses.

PH 2 Consideration of a request from Hailey Airport Inn, LLC, to the City of Hailey, to vacate certain sections of City Right-of-Way at 830 South 4th Avenue (Lots 7-12, 19-24, Block 137, Hailey Townsite), along the south side of Cedar Street, between lots 1 & 13 of Block 137.

PH 3 Consideration of an Amendment to the Planned Unit Development Application by Copper Ranch Land, LLC, for removal of an indoor pool at 1970 Woodside Boulevard (Copper Ranch Condo #5, Parcel B1).

New Business

Old Business

Commission Reports and Discussion

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: Monday, August 14, 2017
(no documents)

Adjourn

For further information regarding this agenda, or for special accommodations to participate in the public meeting, please contact planning@haileycityhall.org or (208) 788-9815.
Return to Agenda
AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday JULY 10, 2017 * Hailey City Hall Meeting Room

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

CONSENT AGENDA:
CA 000 Grant Applications
CA 000 Grant Agreements
CA 000 Motion to approve and authorize the Mayor’s signature on two quitclaim deeds for transfer of ownership of a groundwater right jointly owned by the City of Hailey and Hailey Cemetery, and submit and authorize the Mayor to sign a change in ownership form and submit to IDWR
CA 000 Motion to approve Resolution 2017-__, and authorize the Mayor to sign an Agreement with the Bureau of Reclamation for a $75,000 grant award to fund two years of Water Savvy in 2017 and 2018
CA 000 Contracts & Bids
CA 000 Motion to approve Special Event Permit for Painted Crosswalks and Carbonate Street on June 10, 2017, to be held on all four crosswalks across Main Street and Carbonate Street east to the alley
CA 000 Special Events
CA 000 Motion to approve Resolution 2017-__, authorizing execution of an arena rental agreement with Live a Little Productions for the Monster Truck Insanity Tour and Special Event Permit on September 8th and 9th 2017
CA 000 Surplus Property
CA 000 Findings of Fact and Ordinance Summaries
CA 000 Motion to approve minutes of June 20, 2017 and to suspend reading of them
CA 000 Motion to approve claims for expenses incurred during the month of June, 2017, and claims for expenses due by contract in July, 2017

MAYOR’S REMARKS:
MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS:
AA 000

PUBLIC HEARING:
PH 000 Consideration of FY 2018 Budget
PH 000 Consideration of proposed amendment to Title ___, revising banner specifications and conditions when hardware is not included with banner
PH 000 Consideration of a City-initiated Text Amendment to Title 17, Section 17.05, District Use Matrix, to clarify and add definitions of: Health and Fitness Facility; Studio, Artist; Performing Arts Center; Recreation Facility, Commercial; Recreation Facility, Public; and Recreation Facility, Residential, and amendments to Title 17, Section 17.02, Definitions to add or modify definitions related to the above. The changes are to correct clerical omissions in Ordinance 1208 (Continued from June 20, 2017)

NEW BUSINESS:
NB 000 Introduction of proposed ordinance to amend Title 5, Business Licenses to create additional rules for temporary merchants and food trucks
NB 000 Consideration of Ordinance ___, reducing Building Permit and Floodplain Development Permit fees in flood-damaged areas
NB 000 Consideration of Ordinance No. ____, amending various Titles that address City trees in the public right of way, creating new standards and amending existing language to reflect recommendations made by the Hailey Tree Committee

--512--
OLD BUSINESS:
OB 000

STAFF REPORTS:  Staff Reports   Council Reports   Mayor's Reports
SR 000   Next City Council draft agenda
SR 000   Next Planning and Zoning Commission draft agenda

EXECUTIVE SESSION: Real Property Acquisition (IC 74-206(1)(c))

Matters & Motions from Executive Session or Workshop
   Next Ordinance Number -   Next Resolution Number- 2016-01
Return to Agenda