

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday September 9, 2019 * Hailey City Hall Meeting Room**

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

ACTION ITEM.....

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

CONSENT AGENDA:

CA 309	Motion to approve Resolution 2019-82, authorizing the mayor to sign Amendment #1 to the Memorandum of Understanding for the 2018 IWRB funding, thereby providing an extension to the funding timeline ACTION ITEM	1
CA 310	Motion to adopt Resolution 2019-83, authorizing the Mayor’s signature on a grant agreement with the Idaho Water Resource Board in the amount of \$50,000, to construct drainage improvements in the Della View Subdivision. ACTION ITEM	10
CA 311	Motion to adopt Resolution 2019-84, authorizing the Mayor’s signature on a notice of award, and authorizing the Mayor’s signature on the agreement (contingent on receipt of contract security and certificate of insurance), with Buffalo Electric in the amount of \$46,270, to complete electrical upgrades at the River St. well. ACTION ITEM	32
CA 312	Motion to adopt Resolution 2019-85 authorizing the Mayor’s signature on Change Order No. 3, extending the contract time on the Myrtle St. Connector ACTION ITEM	63
CA 313	Motion to authorize Mayor’s signature on IRS form 8283 acknowledging receipt of donation of South Woodside parcel of real property, by Harry Rinker ACTION ITEM	677
CA 314	Motion to approve Resolution 2019-081 authorizing the Mayor’s signature on an amended agreement between the City of Hailey, Jane Drussel (property owner) and Kevin M. Fitzpatrick (artist), for a mural to be painted on the north wall of Jane’s Artifacts. The language of the agreement was amended after its approval by the city council on August 26, 2019, to add additional indemnification language. ACTION ITEM	72
CA 315	Motion to approve the Findings of Fact, Conclusions of Law and Decision of a Final Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Parcel B2, Block 4, Sweetwater P.U.D. Townhouses (vacant lot on the corner of Shenandoah Drive and Maple Leaf Drive), to consist of 26 sublots ACTION ITEM	80
CA 316	Motion to approve the Special Event, the event being WRHS Homecoming Parade, to be held on Main Street, from Myrtle Street to Cedar Street, on Friday, September 27, 2019 from 3:30pm to 4:30pm ACTION ITEM	91
CA 317	Motion to approve special event, 2 nd Annual Hailey Hispanic Heritage Festival USA, to be held at McKercher Park on Saturday September 21 st from 9 am to 8 pm ACTION	99
CA 318	Motion to approve Alcohol License Renewals ACTION ITEM	99
CA 319	Motion to approve minutes of Aug. 12, 2019 and to suspend reading of them ACTION ITEM	1144
CA 320	Motion to approve minutes of Aug. 26, 2019 and to suspend reading of them ACTION ITEM	125
CA 321	Motion to ratify claims for expense during the month of August, 2019 ACTION ITEM	13333
CA 322	Motion to approve claims for expenses incurred during the month of August, 2019, and claims for expenses due by contract in September, 2019 ACTION ITEM	1377

MAYOR’S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

PR 323	5B Suicide Prevention Alliance Proclamation ACTION ITEM	160
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APPOINTMENTS & AWARDS

AA 324	Appointment of ad-hoc committee members to advise the Mayor and Council on resiliency plans and projects for the City of Hailey. The committee will be known as Hailey-Climate Action Now (H-CAN) ACTION ITEM	1633
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PUBLIC HEARING:

PH 325 Public Hearing on a final Plat application for Carbonate View Subdivision represented by Galena Engineering on behalf of W Squared, LLC for Tax Lot 8364 S. 9 & 16, T2N, R18E, Hailey. The property has received preliminary plat approval to be resubdivided into fourteen (14) single family lots. The project is located in the General Residential (GR) Zoning and Floodplain Overlay Districts. *****THIS ITEM CONTINUED FROM AUGUST 12, 2019, AND TO BE CONTINUED TO SEPTEMBER 23RD 2019 AT THE REQUEST OF THE APPLICANT** ACTION ITEM (No documents)

- [PH 326](#) Consideration of Ordinance No. _____, an Ordinance regarding the Second Amendment of the Development Agreement with FaPo, LLC, regarding the area referred to as the Forest Service Block Lots 4-8 and 13-20 of Block 20, Hailey Townsite) and property located at 401 and 407 S. River Street ACTION ITEM 166
- [PH 327](#) Consideration of Ordinance No. _____, amending Hailey Municipal Code Section 12.12.040 to include Kiwanis Park as a city-wide park and other minor housekeeping amendments ACTION ITEM 206

NEW BUSINESS:

- NB 328 Idaho Transportation Department Engineer Steve Hunter will present details of the Highway 75 resurfacing project scheduled for summer of 2021, with a description of public involvement process and future decision points for city government ACTION ITEM (No documents)
- NB 329 Update on Area of City Impact issues and topics ACTION ITEM (No documents)

OLD BUSINESS:

- [OB 330](#) 3rd Reading of Ordinance No. 1247, appropriating annual expenditures for fiscal year 2020. ACTION ITEM..... 211

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports

- [SR 331](#) Staff Report on Wood River Fire District’s notice to terminate contract for services, with invitation to Hailey to propose new contract for services for fire prevention, and Hailey’s proposal for consideration by WRFD.. 215
- [SR 332](#) Draft of next Planning and Zoning meeting agenda..... 226
- [SR 308](#) Draft of next City Council meeting agenda..... 228

EXECUTIVE SESSION: Real Property Acquisition under IC 74-206 (1)(c) and Pending & Imminently Likely Litigation (IC 74-206(1)(f))

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1249 Next Resolution Number- 2019-086

AGENDA ITEM SUMMARY

DATE: 09/09/2019

DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion authorizing the mayor to sign Amendment #1 to the Memorandum of Understanding for the 2018 IWRB funding, thereby providing an extension to the funding timeline **ACTION ITEM**

Resolution 2019-082

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City receives funding for the 2018 Idaho Water Resource Board Flood Management Grant through the County, who was the official sponsor of said Grant. The attached MOU extends the timeline for use of that funding which is set to expire the end of September.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> WWW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion authorizing the mayor to sign Amendment #1 to the Memorandum of Understanding for the 2018 IWRB funding, thereby providing an extension to the funding timeline **ACTION ITEM**

Resolution 2019-082 (82)

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

*Additional/Exceptional Originals to: _____

**CITY OF HAILEY
RESOLUTION NO. 2019-082**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING CITY OFFICIALS TO ACCEPT MEMORANDUM OF
UNDERSTANDING WITH BLAINE COUNTY TO EXTEND TERMS OF IDAHO
WATER RESOURCES BOARD GRANT AGREEMENT.**

WHEREAS, the City of Hailey is party to a grant agreement between Idaho Water Resources Board and Blaine County to improve drainage infrastructure within the Della View Subdivision, and

WHEREAS, the City of Hailey will receive \$84,813 from Blaine County in grant funds, and \$86,779 from the Flood Control District in matching funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, authorizes the mayor's signature on Memorandum of Understanding with Blaine County for extension of the Idaho Water Resource Board Grant.

Passed this 9th day of September, 2019.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Amendment #1

**Memorandum of Understanding
between
Blaine County, Idaho
and
City of Hailey, Idaho**

This Amendment #1 related to the Memorandum of Understanding (MOU) for Idaho Water Resource Board Flood Management Grant related to Heagle Park Side Channel Activation and Della View Subdivision Improvements and Maintenance of Existing Drainage Infrastructure is entered into by Blaine County and the City of Hailey for the purpose of amending the effective date of the MOU from September 30, 2019 to March 30, 2020.

The parties hereby agree that all other provisions of the original MOU, with the exception of the amendment provided herein, shall remain in force during the period covered by this Agreement.

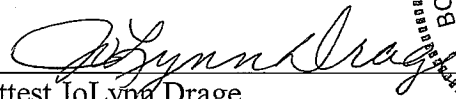
THE PARTIES HERETO EXECUTE THIS AMENDMENT.



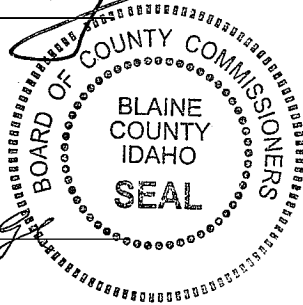
Jacob Greenberg, Chairman
Blaine County Commission

9-3-2019

Date



Attest JoLynn Drage
Blaine County Clerk



9-3-2019

Date

Fritz X. Haemmerle, Mayor
City of Hailey

Date

Mary Cone
City Clerk of the City of Hailey

Date

G

✓ Mandy
copies to Debbie
original to Jenny

MEMORANDUM OF UNDERSTANDING

Between
BLAINE COUNTY, IDAHO
And
CITY OF HAILEY, IDAHO

This Memorandum of Understanding ("MOU") for IDAHO WATER RESOURCE BOARD FLOOD MANAGEMENT GRANT RELATED TO HEAGLE PARK SIDE CHANNEL ACTIVATION AND DELLA VIEW SUBDIVISION IMPROVEMENTS AND MAINTAINANCE OF EXISTING DRAINAGE INFRASTRUCTURE

PURPOSE: During the period of August 28, 2018 to September 30, 2019 Blaine County will serve as a Project Coordinator for IDAHO WATER RESOURCE BOARD FLOOD MANAGEMENT GRANT (Grant). Blaine County will submit all work done under the Grant to the Idaho Water Resource Board for reimbursement. Blaine County will collect all grant proceeds, and remit to the City of Hailey, Idaho the reimbursement of \$84,813 from the Idaho Water Resource Board for the portion of the Della View flood improvements work identified as grant revenue in the attached budget. City of Hailey obligation is contingent on local grant match of contribution from Big Wood Flood Control District, in its full amount.

2. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

Responsibilities (Blaine County)

- Blaine County will accept invoices from the City of Hailey and submit them to the Idaho Water Resource Board for reimbursement to City of Hailey for Hailey's work on the Della View drainage improvements.
- Blaine County will submit reimbursement claims to the Idaho Water Resource Board within 10 days of receipt of invoices from the City of Hailey.
- Blaine County will submit progress reports that are received from City of Hailey to Idaho Water Resource Board by the due dates required by the Grant.
- Blaine County will submit all documents to the City of Hailey pertaining to the Grant, within 10 days of documents being sent or received by Blaine County, including correspondence and agreements, whether in draft or final form, except documents protected under attorney/client confidentiality.

Responsibilities (City of Hailey)

- City of Hailey will complete the work described in the Idaho Water Resource Board grant.
- City of Hailey will submit invoices or receipts to Blaine County detailing work to be reimbursed by the Idaho Water Resource Board grant.
- City of Hailey will complete and submit to Blaine County required project reporting for the work associated with the Della View Flood Improvements, at least 10 days in advance of their due date.
- City of Hailey is responsible for fulfilling the cash match of \$79,000 and its in-kind match of \$7,779 as described in the Grant Application Document.

3. MUTUAL INDEMNIFICATION

The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees. The County hereby covenants to hold and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

4. TERMS

County is not responsible for City of Hailey's loss of reimbursable expenses, and County may terminate this agreement immediately, if City of Hailey fails to comply with their responsibilities listed above. City of Hailey obligation is contingent on local grant match of contribution from Big Wood Flood Control District, in the full amount. The City of Hailey may terminate this agreement if match funds are not received, or if County fails to comply with their responsibilities listed above. If the County or City of Hailey, are deemed to be responsible for fees associated with the termination of the Idaho Water Resource Board Grant, the responsible party will be required to pay those fees.

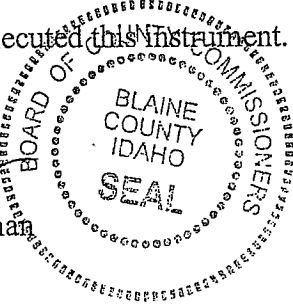
5. MODIFICATIONS

Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

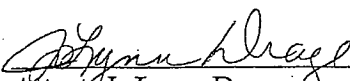
6. APPROVALS:

THE PARTIES HERETO have executed this instrument.


Angenie McCleary
Blaine County Commission, Chairman



9/11/18
Date


Attest JoLynn Drage
Blaine County Clerk

9/13/18
Date

3. MUTUAL INDEMNIFICATION

The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees. The County hereby covenants to hold and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

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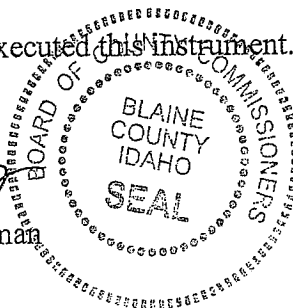
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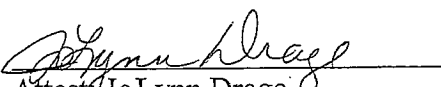
6. APPROVALS:

THE PARTIES HERETO have executed this instrument.


Angenie McCleary
Blaine County Commission, Chairman



9/11/18
Date


Attest JoLynn Drage
Blaine County Clerk

9/13/18
Date

Fritz X. Haemmerle
Fritz X. Haemmerle
City of Hailey, Mayor



9/10/18
Date

Mary Cone
Mary Cone
City Clerk of the City of Hailey

9/10/18
Date

STATE OF IDAHO)
) S.S.
County of Blaine)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same.

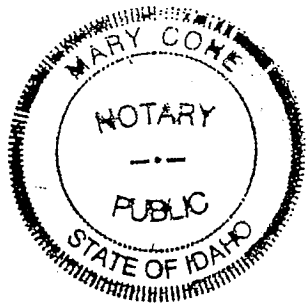
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Idaho
Residing _____
My Commission Expires _____

STATE OF IDAHO)
) S.S.
County of Blaine)

On this 10th day of September, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Fritz X. Haemmerle, known or identified to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same.

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



Notary Public for the State of Idaho

Residing Hailey, ID

My Commission Expires 9/19/2020

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/9/19

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT: Motion to adopt Resolution 2019-~~083~~⁸³ authorizing the Mayor's signature on a grant agreement with the Idaho Water Resource Board in the amount of \$50,000, to construct drainage improvements in the Della View Subdivision. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho Water Resource Board has awarded a \$50,000 grant to the City to construct drainage improvements along War Eagle Dr. in the Della View Subdivision, in accordance with the City's original grant application, attached to the agreement as Exhibit B. The Flood Control District has committed to provided \$50,000 in matching funds, and the City's match is \$4,134, for a total project cost of \$104,134.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2019-~~83~~⁸³ authorizing the Mayor's signature on a grant agreement with the Idaho Water Resource Board in the amount of \$50,000, to construct drainage improvements in the Della View Subdivision **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2019-083**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A GRANT AGREEMENT WITH THE IDAHO WATER RESOURCE
BOARD IN THE AMOUNT OF \$50,000, TO CONSTRUCT DRAINAGE
IMPROVEMENTS IN THE DELLA VIEW SUBDIVISION.**

WHEREAS, the City of Hailey desires to continue constructing drainage improvements in the Della View Subdivision,

WHEREAS, the City of Hailey desires to enter into a grant agreement with the Idaho Water Resource Board in the amount of \$50,000 to construct the improvements,

WHEREAS, the City of Hailey and the Idaho Water Resource Board agree to the terms and conditions of the agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement between the City of Hailey and the Idaho Water Resource Board and that the mayor is authorized to execute the attached agreement.

Passed this 9th day of September, 2019.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Memorandum



To: Brian Yeager
From: Rick Collingwood
Date: 8-20-19
Re: City of Hailey - Flood Management Grant Contract
Della View Subdivision Flood Mitigation Project

Brian,

Attached are two originals of the Flood Management Grant Contract between the Idaho Water Resource Board and the City of Hailey for the Della View Subdivision flood mitigation project for execution. Upon execution, return both originals to the Idaho Water Resource Board for final execution. Upon final execution by the Idaho Water Resource Board, a fully executed original will be forwarded to the City of Hailey for the City's records.

As the project proceeds, please submit copies of all permit applications, final permits, design plans and specifications, construction materials testing and inspection reports, and a schedule for completing the proposed drainage improvements.

Please contact me if you have any questions.

Rick

CONTRACT FOR FUNDING SUPPORT FOR A FLOOD MANAGEMENT GRANT

CONTRACT NO. CON01401

This Contract is made by and between the IDAHO WATER RESOURCE BOARD (Board) and the CITY OF HAILEY (Sponsor), and is made in reference to the following facts:

RECITALS

- A. House Bill 285 passed and approved by the 2019 legislature transferred \$1,000,000 from the General Fund to the Water Management Fund, which is administered by the Board, and shall be used for the purpose of flood-damaged stream channel repair, stream channel improvement, flood risk reduction, and flood prevention, water quality data collection, monitoring, and modeling projects. Of the \$1,000,000 funding appropriation, \$800,000 is dedicated to the Board's Flood Management Grant Program for 2019.
- B. House Bill 285 allows for the award of grants larger than \$50,000, prioritizes projects on a competitive statewide basis, and directs the Board to require fifty-percent (50%) matching funds for all projects to be considered under the program.
- C. On April 18, 2019, the Board adopted by resolution the criteria for the award of Flood Management Grants.
- D. On June 21, 2019, Sponsor submitted a flood management grant funding request of \$50,000.00 for the Della View Subdivision Flood Mitigation project for construction of flood water conveyance ditches and culverts along War Eagle Drive. The proposed improvements will connect to a recently constructed conveyance ditch along War Eagle Drive, and convey lower-level flood waters to a recently constructed conveyance ditch west of Heagle Park back to the Big Wood River.
- E. Board staff determined that Sponsor's application complied with the intent of the Board's Flood Management Grant Program to assist qualified entities in pursuing flood-damaged stream channel repair, stream channel improvement, flood risk reduction, and flood prevention projects.
- F. Board staff reviewed the Sponsor's proposed budget and determined that the costs are reasonable and there are other funds as described in the budget to match the Board's contribution.

- G. On July 26, 2019, the Board approved a \$50,000.00 flood management grant to the Sponsor to construct a flood water conveyance ditch and culverts to convey lower-level flood waters to recently constructed flood conveyance improvements for discharging back to the Big Wood River.

The parties agree as follows:

1. PROJECT COORDINATION

- A. The Board's Project Coordinator shall be Rick Collingwood. He shall be the Board's representative for administration of this Contract.
- B. The Sponsor's Project Coordinator shall be Brian Yeager. He or his assigned duly authorized representative shall be the Sponsor's representative for the administration of this Contract.

2. SCOPE OF WORK

- A. The Sponsor shall perform the tasks described in the project proposal attached as Attachment B and incorporated by this reference.
- B. The Sponsor shall be responsible for coordinating with all regulatory agencies and jurisdictions, and obtaining the required approvals and permitting to complete the work described in Attachment B.
- C. At the completion of the project, a final project report, including construction diaries and materials sampling and testing results, shall be submitted to the Board.
- D. A certificate of completion, stating that the project tasks were constructed in substantial conformance with the plans and specifications, shall be signed by an engineer and submitted to the Board.

3. INSPECTIONS BY THE BOARD

The Board's Project Coordinator, or his designee, together with the Sponsor's Project Coordinator, or their designee, shall inspect and review the work for compliance with the Scope of Work and terms of the Contract.

4. COMPENSATION AND PAYMENTS

- A. This is a cost reimbursement not to exceed Contract where the Board has approved grant funding of fifty thousand dollars and no cents (\$50,000.00). The total cost of the

completed project is \$104,134.00. Sponsor shall be responsible for the remaining project costs (\$54,134.00).

- B. Sponsor shall submit monthly invoices to IDWR Payable, PO Box 83720, Boise, ID, 83720-0098 or email idwrpayable@idwr.idaho.gov. The following information must be included on the invoice:
 - a. Billing date
 - b. Contractor's name, address, and telephone number
 - c. Contract number
 - d. Timeframe covered by the invoice
 - e. Itemized activities performed during the billing period
 - f. Total amount being billed for the billing period
- C. Board staff shall review the invoices and upon approval make payment within 30 calendar days.
- D. A 5% retainage amount will be withheld from each cost reimbursement request until the final report and certificate of completion for the project is submitted to the Board. The final cost reimbursement request shall include the total retainage amount for the project.
- E. The funding award of \$50,000.00 will be reallocated if work for the proposed flood mitigation project has not commenced prior to November 1, 2019.
- F. Funding for the project will not be disbursed until the project is fully permitted. However, if portions of the project can be completed without a permit, funds can be disbursed at the discretion of the Board's Project Coordinator.

5. TERM

This Contract shall take effect when both parties have executed the Contract and shall continue in effect for one year from the date of execution.

6. GENERAL TERMS AND CONDITIONS

The Sponsor shall abide by all applicable terms and conditions contained in Standard Contract Provisions, Idaho Water Resource Board, attached as Attachment A and incorporated by this reference.

7. DUPLICATE ORIGINAL

This Contract is executed in duplicate. Each of the two documents with an original signature of each party shall be an original.

The parties have executed this Contract on the date following their respective signatures.

IDAHO WATER RESOURCE BOARD
322 E Front Street
PO Box 83720
Boise, ID 83720-0098

CITY OF HAILEY
115 Main Street S, Suite H
Hailey, ID 83333

Brian Patton
Executive Officer

Fritz Haemmerle
Mayor

Date

Date

**STANDARD CONTRACT PROVISIONS
IDAHO WATER RESOURCE BOARD (BOARD)**

I. DEFINITIONS

- A. "Board's Project Coordinator" shall mean that person appointed by the Board to administer this Contract on behalf of the Board and the term includes, except as otherwise provided in this Contract, an authorized representative of the Board's Project Coordinator acting within the limits of his authority.
- B. "Subcontractor" shall mean one, not in the employment of any party to this Contract, who is performing all or part of those services under this Contract under contract. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- C. "Contractor's Project Coordinator" shall mean that person appointed by the Contractor to administer this Contract on behalf of the Contractor and the term includes, except as otherwise provided in this Contract, an authorized representative of the Contractor's Project Coordinator acting within the limits of his authority.

II. PROJECT COORDINATION

- A. All communications given to a party's Project Coordinator shall be as binding as if given to the party.
- B. The Board or anyone authorized to act on its behalf, may change the Board's Project Coordinator at any time by written notice served on the Contractor. The Contractor may change its Project Coordinator by prior written notice served on the Board.
- C. The Contractor's Project Coordinator shall be the Contractor's representative for administration of this Contract and shall have full authority to act on behalf of the Contractor, unless specified otherwise in the main body of the Contract.

III. LIMITATION OF PROGRAM FUNDS

- A. The Contractor acknowledges that the Board cannot obligate funds prior to obtaining funding approval.
- B. The Board certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.
- C. The Contractor agrees that all obligations of the Board, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the Board, the Board may immediately terminate this Contract or amend it accordingly. In

no event shall the Board be liable for any payments in excess of approved or appropriated funds available for this project.

IV. TERMINATION FOR CONVENIENCE

- A. The Board may terminate for its convenience this Contract in whole or in part. In such event, the Board shall serve a written Notice of Termination on the Contractor by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed. Notice of Termination shall be deemed served upon its receipt.
- B. The Contractor shall not incur after the date of service of the Notice of Termination any noncancellable obligations, except as authorized in the written Notice of Termination.
- C. A Notice of Termination shall be effective for professional and other services authorized in the Contract on the date of service of Notice of Termination.
- D. If a Termination for the convenience of the Board is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- E. In the event of Termination for convenience of the Board, the Contractor shall submit a summary detailing all completed work on service required by this Contract.

V. TERMINATION FOR DEFAULT

- A. In addition to any termination of this Contract in accordance with Section IV, the Board may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations. Upon receipt of such termination by the Board, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Board is effective when given, but in such a case, the Board shall confirm with written Notice of Termination by deposit in the United States mail, certified mail, return receipt requested.
- B. If a termination for default is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- C. The rights and remedies of the Board provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

VI. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the Board and the State of Idaho, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever caused by or arising out of Contractor's negligent or wrongful performance, acts or omissions under this Contract or Contractor's failure to comply with

any state or federal statute, law, regulation or rule, provided, however, that the Board shall not be relieved hereby from liability for its own negligence and that of its employees. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

VII. NO PERSONAL LIABILITY

Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the Board and the State of Idaho be personally liable for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

VIII. TAXES

The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Board and the State of Idaho harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

IX. WORKER'S COMPENSATION INSURANCE

Unless the Contractor is exempt under the provisions of I.C. § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Board with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Board's Project Coordinator within five (5) days of any change in the status of its worker's compensation insurance.

X. INSURANCE

Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the Contract with insurance companies properly licensed to do business in Idaho. The Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall name the Board and the State of Idaho as Additional Insured. Contractor shall maintain insurance in amounts not less than the following:

1. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate.
2. Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate.
3. Professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Annual aggregate limit shall not be less than \$1,000,000.

XI. RELATIONSHIP OF THE PARTIES

- A. The parties intend to create by the terms of this Contract an independent contractor relationship between the Board and the Contractor.

- B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. Contractor's status under this Contract shall be that of an independent contractor and not that of an agent or employee of the state. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Contractor shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorney fees and costs that may be made or assessed against the State arising out of Contractor's failure to pay such taxes, fees or contributions.

XII. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

- A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Board.

- B. In the event a delegation of duties or an assignment of benefits is approved by the Board, the Contractor shall remain responsible and agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

XIII. WAIVER, MODIFICATION OR AMENDMENT

No waiver, modification, or amendment of this Contract or of any covenants, conditions or limitations herein contained shall be valid unless in writing duly executed by both parties and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

XIV. PUBLIC RECORDS

Pursuant to Idaho Code section 74-101, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Board will not accept the marking of an entire document as exempt. In addition, the Board will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the Board against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the Board shall constitute a complete waiver of any and all claims for damages caused by any such release.

XV. RIGHTS IN DATA

- A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, notes and other written documents produced in the performance of this Contract or in contemplation thereof, are owned by and are for the exclusive use of the Board and are subject to the rights of the Board set forth in this section.
- B. The Board shall have the right to reproduce, publish and use all such documents or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
- C. The Board agrees to identify the Contractor or designate appropriate authorship, on all materials reproduced and published that are a direct product of the work performed under this Contract.

XVI. RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES AND RECORDS

- A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of five (5) years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of five (5) years following final settlement, the Board, State of Idaho, and their authorized representatives shall have access at the Contractor's offices to its records related to the services performed under this Contract for the purposes of inspection, audit and copying by the Board, State of Idaho, and their authorized representatives.

XVII. ATTORNEY FEES

Notwithstanding any statute to the contrary, in the event of a legal proceeding of any kind instituted under this Contract or to obtain performance of any kind under this Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in such proceeding.

XVIII. FORCE MAJEURE

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

XIX. ILLEGAL ALIENS

Contractor warrants it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any

illegal aliens or persons not authorized to work in the United States; and, that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this Contract and shall be cause for termination.

XX. ENTIRE AGREEMENT

This Contract sets forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

XXI. SEVERABILITY

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

XXII. NO WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract be construed as or deemed to be a waiver of any subsequent breach or default.

XXIII. EFFECT OF SECTION HEADINGS

The section headings appearing in this Contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

XXIV. GOVERNING LAW

This Contract shall be governed as to validity, construction and performance by the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court.

XXV. NOTICES

All notices shall be in writing and sent certified mail, postage prepaid, return receipt requested to:

Idaho Water Resource Board
Attn: Janet Garrett
P O Box 83720
Boise, ID 83720-0098

Idaho Water Resource Board Flood Management Grant

City of Hailey
Grant Application Document

2.1 BACKGROUND INFORMATION

2.1.1 Purpose

The proposed project is a flood mitigation infrastructure project in the Della View neighborhood in southwest Hailey. The infrastructure work consists of installing floodwater conveyance ditches along War Eagle Drive. These improvements would connect to a recently constructed conveyance ditch along War Eagle Drive. The goal of this infrastructure is to collect lower-level flood waters and drain it to the south along lower elevation lands back toward the Big Wood River.

The placement of the new infrastructure coincides with water flow patterns through the neighborhood. The lack of conveyance infrastructure causes floodwater to collect and impact private properties north and east of War Eagle Drive. This proposed conveyance ditch along War Eagle Dr. will more effectively collect floodwater coming out of the Draper Preserve, and then move it into the recently constructed conveyance ditches west of Heagle Park. This northwest section of War Eagle is susceptible to extended periods of floodwater that can severely erode the roadway edge of asphalt and driveway accesses. The project will better protect both public and private infrastructure from damages.



Please refer to the attached Concept Plan that shows the proposed infrastructure.

The Della View neighborhood is prone to spring run-off flooding from the Big Wood River. The severity and duration of flooding is determined by many variables, including volume of snowpack, spring temperature patterns, and spring rainfall patterns. In 2017, the neighborhood experienced the worst flooding in its history, causing nearly \$750,000 in private property insurance claims. The City incurred \$200,000 in expenses for flood response and clean-up. The 2017 flooding was so severe and prolonged, that the nature of the river has changed, and it now takes less water to impact the neighborhood than in the past. This spring, the neighborhood is once again experiencing flooding, even though the City had a light winter. The concerned residents in Della View would be pleased to see any steps taken that will begin to mitigate the flood risk. It is urgent that the City begin to implement flood mitigation projects, however small. The proposed project is an important step that builds upon previous flood control improvements and can be a building block and increase momentum toward future, larger projects (with multiple partners) that can focus on in channel work and restoring floodplain functionality.

The project budget is estimated at \$104,134. The City is requesting \$50,000 in grant funding from IWRB. The City's match is \$54,133 (\$50,000 cash; \$4,133 in kind).

2.1.2 Project Area Description

Hailey is located in Blaine County, within the Wood River Valley, a narrow river corridor that runs north to south in the mountains of south central Idaho. The topography of the valley floor generally slopes to the south. The Big Wood River runs north to south down the valley, passing through Ketchum, Hailey and Bellevue, as well as through unincorporated county lands. For the purposes of this grant application, the Big Wood River is the waterway of concern. The project is located on City of Hailey right of way, all within a residential neighborhood. There are no bridges, irrigation structures, or facilities at the project location.

2.1.3 Previous Projects and Studies

In April 2018, the Hailey City Council adopted the Hailey Greenway Master Plan (HGMP), a joint plan of the City of Hailey and the Wood River Land Trust. The plan addresses the greenway corridor adjacent to, and east of, the Big Wood River between the Bullion Street Bridge and Colorado Gulch Road. This 1.5 mile reach of the river encompasses the Della View neighborhood, generally at the center of the reach.

The *HGMP, Section 5.3, River Restoration and Floodplain Function*, includes a number of potential actions that can be taken to restore floodplain functionality and mitigate neighborhood flooding. The conveyance ditches proposed in this grant application are included in this section of the HGMP. The HGMP can be found on the City of Hailey's website at the following address: <https://www.haileycityhall.org/documents/2018-0423HGMPFINAL-hires.pdf>

In 2018 the City constructed several conveyance structures with the aid of grant monies to convey floodwaters downstream of this project back to the stream channel. Recent high flows in excess of 5.5 feet at the Hailey stream gauge on the Big Wood River showed that the



improvements are successfully decreasing overland flow and directing flood waters back to the river.

In the fall of 2017, the City of Hailey incurred engineering expenses to prepare two grant applications to the Federal Emergency Management Agency (FEMA), for an extensive, neighborhood-wide flood mitigation infrastructure project. The City's engineer (Galena Engineering) was responsible for concept-level engineering design and cost estimates for the proposed infrastructure. Therefore, the City is confident that the project proposed in this grant application will effectively mitigate low-level flooding in the Della View neighborhood.

Prior to submitting the FEMA grant applications, the City worked with Blaine County to update the All Hazard Mitigation Plan to include specific flood mitigation work in the Della View neighborhood. The amended plan was uploaded to the Idaho Office of Emergency Management and FEMA.

In July 2017, the U.S. Army Corps of Engineers prepared a Technical Assistance Report, which provides valuable background information and context for the proposed project. The Technical Assistance Report can be found on the City of Hailey's website at the following address: <https://www.haileycityhall.org/documents/HaileyIDArmyCorpsReport07072017.pdf>

2.2 PROJECT SPONSOR

The City of Hailey is a municipality, established in 1881. Municipal corporations are established and governed by Title 50 of Idaho Code.

Entrepreneur John Hailey purchased land between Bellevue and Ketchum in December 1880. The town was officially formed shortly thereafter. In the early years, mining was the main activity of the town. But once the mining boom was over, other activities began, most notably sheep grazing and other livestock. In the mid-1930s, the U.S. Forest Service built a large administrative site in Hailey. The scenic beauty of the area attracted many visitors, and better roads in the 1920s and 1930s increased tourist traffic. Although the creation of Sun Valley resort in 1936 had a more direct impact on Ketchum, Hailey felt the increase in numbers of visitors and potential residents. Tourism continues to play a major role in the economic health of Hailey and the region. The City of Hailey municipal government has played a key role throughout the years, including the development and maintenance of public infrastructure. The City now employs in excess of 50 full time employees.

The City's primary revenue sources include the following:

- General Government Taxes
- Franchise Fees
- State Sales, Highway and Liquor Taxes
- Leases and Contracts
- Water and Wastewater User Fees
- Fines, Fees and Permits
- Local Option Tax, Interest, Donations, Grants and Miscellaneous

The City is responsible for the following services and public infrastructure:

- Public Works, including streets, water system, wastewater system, parks, trails, public trees, and public buildings



- Emergency Services, including disaster response and recovery, and police and fire services
- Public Library
- Community Development, including building and planning services
- Clerk and Treasurer duties, including records and finance

2.4.1.a PROJECT DESCRIPTION

The Big Wood River is the waterway of concern in the proposed project. The work location lies to the east of, and is adjacent to, the Big Wood. As shown on the vicinity map, the project site is in the Della View neighborhood, in southwest Hailey.

Previous work consisted of installing a connected system of floodwater conveyance ditches along War Eagle Dr., Triumph Dr., and through Heagle Park. This project proposes to extend the ditch along the east side of War Eagle Drive. The ditch design varies depending on the location. The new ditch will use either compacted structural backfill, or a combination of two sizes of crushed rock. At driveway crossings and where the ditch crosses Della Vista Dr. at War Eagle, the City will install culverts. This project also include installing culverts across War Eagle Dr. to connect the War Eagle ditch to the recently constructed ditch adjacent to Heagle Park that connects to the river.

The ditch along War Eagle Dr. will convey floodwater to one of the two existing conveyance ditches through Heagle Park. The recently constructed ditches in the park terminate into unoccupied, lower elevation, City-owned lands to the south, conveying all floodwaters back towards the Big Wood River.

The proposed project is intended to mitigate lower-flow flooding, which is much more common in the neighborhood than large, disaster-level flood events as were experienced in 2017. These lower-flow events are now expected to occur annually. For example, during a low snow year, the Big Wood at this location overtopped its banks at 3.8 feet, causing flooding in the neighborhood. The historic flood stage at this location is 6 feet. The streets and neighborhood have experienced continuous flooding for more than a month in duration. Installing the proposed infrastructure has the following benefits:

- Mitigate flood impact to public property, such as undercutting and/or erosion of roadways
- Mitigate flood impact to City park lands and park amenities
- Mitigate flood impact to private property, such as driveway access and landscape damage
- Mitigate duration of flood events, allowing homeowners to stay in their homes
- Reduce expense of annual City flood response activities (road closures, sandbags, personnel, etc.)
- Reduce expense associated with repair of damages to public and private property
- Reduce the occurrence of questionable and/or unlawful private property flood mitigation activities
- Create momentum to implement complementary projects to restore floodplain function and increase resiliency to flood events

2.4.1.b-e MAP, CONCEPTUAL PLAN/CROSS SECTION, FEATURES, ROW



Please see the attached concept plan for a map of the entire project area showing the location of both the proposed work and previously completed work relative to other pertinent features.

The proposed trapezoidal ditch cross section for this project will have a 2' wide flat bottom with 2:1 side slopes. There will be 4-6" of compacted 2" minus aggregate across the ditch section to stabilize and minimize erosion. Driveway or roadway crossings are currently proposed as 21"x15" arch culverts.

Approximately 500 cubic yards of material will be removed from the floodplain for construction of the conveyance ditches, and they will disturb approximately 3,300 square yards of roadside area. Imported structural gravel will be used to line the ditches after initial shaping and will consist of uniformly graded fractured material sourced from local gravel pits. Subgrade and structural gravel will be compacted to 95% maximum laboratory density as defined by AASHTO T-99 to minimize future erosion.

All work will be performed along existing roadside or other previously disturbed areas during the dry season with no water present. Because of this, turbidity and other water quality issues will not be present, and compaction/stabilization can be achieved using conventional earthwork techniques. There are no other factors that require special consideration other than the use of low profile conveyance structures to prevent underground conflicts with existing utilities.

All project locations are owned by the City of Hailey. No right of way acquisition or easements are required to implement the project. A City of Hailey Flood Hazard Development Permit is the only permit required for this work, and is attached to this application.

PROJECT EXPERIENCE

The City of Hailey Public Works Department routinely works with engineering teams to design, bid, and construct a wide variety of projects, including street construction, reconstruction and rehabilitation projects; grading and drainage projects; shoulder repair projects; water and wastewater system projects; and park development projects. In addition, the department oversees new subdivision development projects.

The City is responsible for maintenance and repair of culverts at Hiawatha Canal crossings throughout the city. The Hiawatha Canal terminates at its south end at Fox Acres Road. The canal that runs approximately three miles south from Fox Acres Road to the SH 75 signal at Woodside Boulevard, is owned, maintained and repaired by the City, including any required bank stabilization work.

Recently, the City installed flood mitigation infrastructure in the Della View neighborhood, comprised of an improved wastewater lift station access road, an improved paved access to the lift station road to reduce erosion at the entrance, and a removable flood protection barrier around the lift station itself. The City is currently designing and implementing both preventative measures and repairs in response to damages caused by sheet flooding in southeast Hailey in late winter 2018. The City also completed repair and rehabilitation, in coordination with the City's contract engineer (Galena Engineering), in the Della View neighborhood after the 2017 flooding.



The City has successfully completed one IWRB groundwater conservation grant, and is currently carrying out a second grant. Both groundwater conservation grants are for Water Smarty, the City's lawn replacement rebate program. The City participated in an IWRB Flood Management Grant with Blaine County. To date, all grant requirements have been met by the City.

The City of Hailey has the background and experience to effectively implement the proposed work.

PROJECT TEAM

The City will work with its contracted engineer, Galena Engineering, to complete final design and bid the project for construction. Brian Yeager, P.E. / P.L.S., the City's Public Works Director, is the Project Manager for the proposed project. The City will adhere to all grant requirements, including monthly progress reports, final report, project documentation, and project certification. Key personnel includes:

- Brian Yeager, P.E. / P.L.S., Public Works Director and Project Manager
- Kelly Schwarz, Street Division Manager and Field Inspections
- Tracy Anderson, Project Support

2.4.2 Cost Estimate

Please see the attached detailed budget spreadsheet for the estimated project cost.

2.4.3 Implementation Schedule

The anticipated project implementation schedule is as follows:

Funding Award	July 27, 2019
Final Design Commence.....	August 10, 2019
Final Design Complete	September 21, 2019
Bidding Complete	October 12, 2019
Construction Commence.....	October 31, 2019

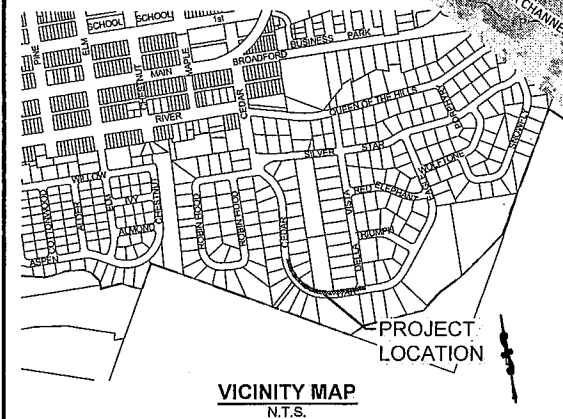
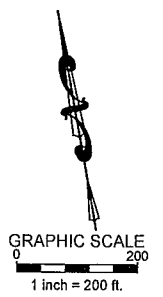
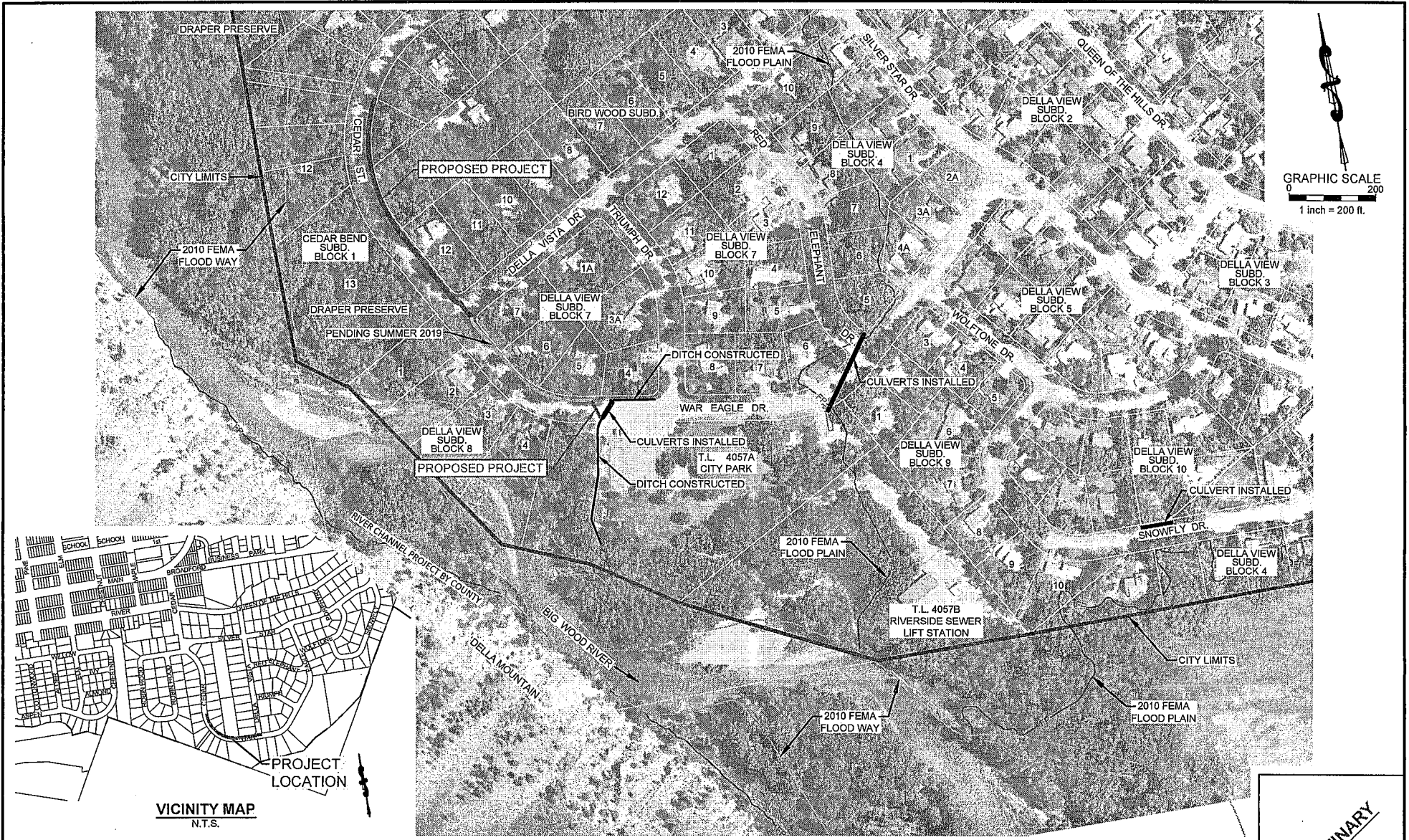
2.5 Financial Feasibility Analysis

The total project cost is \$104,134; the Idaho Water Resource Board grant request is \$50,000. As shown on the attached budget spreadsheet, the City will contribute \$50,000 cash to the project and \$4,133 of in-kind services, for a total match of \$54,133, or 52.0% of the project cost.

2.6 Supporting Information

Attached is a commitment letter and letter of support from the Blaine County Flood Control District. Also attached is a letter of approval for a City of Hailey Flood Plain Development Permit.





NO	DATE	BY	REVISIONS

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 North River Street
 Hailey, Idaho 83413
 (208) 788-1705
 (208) 788-4612 fax
 email.galena@galena-engineering.com

REUSE OF DRAWINGS
 These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

CONCEPT PLAN
WAR EAGLE DRIVE FLOOD IMPROVEMENTS
 PREPARED FOR CITY OF HAILEY

PROJECT INFORMATION
 P:\td\proj\1550-024\1550-02_Giant Map_2019-06-05.dwg 03/17/19 8:42:19 AM

SHEET 1 OF 1

PRELIMINARY

June 10, 2019

Idaho Water Resource Board
322 East Front Street
PO Box 83720
Boise, ID 83720

Subject: Flood Management Grant Application

Dear Board:

We are in support of the City of Hailey's grant application to install drainage channels and culverts along streets in Della View Subdivision. The partnership between Hailey's public works staff, who engineered the project and will administer the grant, and Flood Control District No. 9, who is providing matching funds, is made fully possible by this grant. We appreciate your consideration of funds for this project, and plan to match the grant awarded by the Idaho Water Resource Board with a \$50,000 contribution.

Thank you so much for your consideration of these carefully engineered projects, which protect City infrastructure and homes within the 100-year flood plain within Hailey.

Respectfully,



David Bell
President, Flood District No. 9

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/9/19

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2019-84, authorizing the Mayor's signature on a notice of award, and authorizing the Mayor's signature on the agreement (contingent on receipt of contract security and certificate of insurance), with Buffalo Electric in the amount of \$46,270, to complete electrical upgrades at the River St. well. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Bids were solicited for the River St. well electrical upgrades in accordance with Idaho Code 67-2805(1), with solicitations sent to Buffalo Electric, Roberts Electric, and C&R Electric. Two responses were received, as follows:

- Buffalo Electric \$46,270.00
- Roberts Electric \$69,435.05

The contract documents are attached, including the notice of award and agreement. Once Buffalo Electric receives the executed notice of award, they will supply an executed agreement, contract security, and certificate of insurance to the City. Once these items are received, the City will sign the agreement.

A sole-source procurement for the pump associated with the River St. well upgrade will be presented under a separate agenda item.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2019-84, authorizing the Mayor's signature on a notice of award, and authorizing the Mayor's signature on the agreement (contingent on receipt of contract security and certificate of insurance), with Buffalo Electric in the amount of \$46,270, to complete electrical upgrades at the River St. well. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

**CITY OF HAILEY
RESOLUTION NO. 2019-084**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH BUFFALO ELECTRIC IN THE AMOUNT
OF \$46,270, TO COMPLETE ELECTRICAL UPGRADES AT THE RIVER ST. WELL.**

WHEREAS, the City of Hailey requires an electrical upgrade at the River St. well,

WHEREAS, the City of Hailey desires to enter into an agreement with Buffalo Electric in the amount of \$46,270 to complete the electrical upgrade,

WHEREAS, entering into the agreement is contingent on receipt of contract security and certificate of insurance,

WHEREAS, the City of Hailey and Buffalo Electric agree to the terms and conditions of the agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement between the City of Hailey and Buffalo Electric and that the mayor is authorized to execute the attached agreement.

Passed this 9th day of September, 2019.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



Memo

To: Brian Yeager, P.E., Public Works Director and City Engineer
City of Hailey, Idaho

From: Charles G. Brockway, P.E.

Date: August 30, 2019

Re: River Street Well Upgrade, Project B (Electrical) Bid Solicitation

Bids were solicited for above-referenced project in accordance with Idaho Code 67-2805(1). Bid solicitations were supplied to the following firms on August 7, 2019: Buffalo Electric, Inc; Roberts Electric; and C&R Electric.

No objections to the specifications or bid procedures were received. Two bids were received, with the amounts shown:

Buffalo Electric, Inc.	\$46,270.00
Roberts Electric	\$69,435.05

Buffalo Electric, Inc. is the apparent low bidder. I reviewed the bid and found no apparent discrepancies or irregularities, and recommend that the City award the bid to Buffalo Electric, Inc.

NOTICE OF AWARD

Date:
To: Buffalo Electric, Inc.
Project: River Street Well Upgrade Project B (Electrical Work)

On behalf of the City of Hailey, you are hereby notified that Buffalo Electric is the apparent successful bidder for the above project based on your bid dated August 14, 2019.

The contract price for this project is \$46,270.00 (Forty-six thousand two hundred seventy and 00/100 dollars)

One (1) copy of the Contract Documents and one (1) copy of the plans and specifications are being provided with this Notice of Award. Please note that the plans and specifications shall be kept on site whenever work is occurring. Use only the plans and specifications bearing the Engineer's stamp for construction.

Within seven (7) calendar days of this Notice of Award, deliver to the City of Hailey one (1) fully-executed copy of the Contract Documents, together with the required Contract security (Bonds) and Certificate of Insurance. Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid in default, to annul this Notice of Award and to declare your Bid security, if any, forfeited.

Within ten (10) calendar days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

As the successful bidder, please be advised that you will be expected to conform to all requirements and make the necessary submittals as outlined in the Contract Documents after the Contract is executed. Submittals for the project should be made to Brockway Engineering.

City of Hailey, Idaho
(Owner)

By: _____
Mayor

Bid Schedule

Due date: August 16, 2019

Owner: City of Hailey, Idaho

Project: River Street Well Electrical Supply Upgrade, Project B

Brockway Engineering, PLLC

August 7, 2019

Item Description	Qty	Unit	Unit Cost	Cost
ITEMS				
1 Supply and install meter base / meter, coord. with IPCO	1	LS		\$ 4,345.00
2 Supply and install disconnect	1	EA		\$ 1,375.00
3 Supply and install transfer switch with cam-lok panel	1	LS		\$14,465.00
4 Supply and install variable-frequency drive	1	EA		\$24,585.00
5 Testing, programming, and miscellaneous	1	LS		\$ 1,500.00
Subtotal				
TOTAL				\$46,270.00

Total Price Forty-six thousand two hundred seventy/00

(\$ 46,270.00)

(use words)

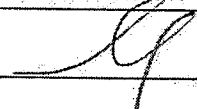
Name (print) Buffalo Electric, Inc.

Address: 40 Aero Lane, Hailey, Idaho

Telephone No.: 208-788-9659

Fax No.: 208-788-0145

Contact Person: Steve DeMun

Signature 

Date 08/14/2019

Public Works License No. PWC-C-14407-A-4

Project No. 1344-02-2017

Bid Documents

River Street Well Electrical Supply Upgrade, City of Hailey, Idaho

FOR BIDDING ONLY, NOT FOR CONSTRUCTION

Prepared for City of Hailey, Idaho

August 7, 2019



CHARLES E. BROCKWAY, PH.D., P.E.
CHARLES G. BROCKWAY, PH.D., P.E.

2016 NORTH WASHINGTON, SUITE 4
TWIN FALLS, IDAHO 83301

**CITY OF HAILEY
RIVER ST. WELL ELECTRICAL SUPPLY UPGRADE**

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- F. PERFORMANCE BOND
- G. PAYMENT BOND
- H. CONTRACTOR AGREEMENT
- I. PROJECT SPECIFICATIONS

A. INSTRUCTIONS TO BIDDER

1. LOCATION OF PROJECT

- 1.1. The location is at the Owner's well known as the River Street Well, located at the northwest corner of River Street and Silver Street in Hailey, Idaho. Specific location of the project is shown on project drawings.

2. DESCRIPTION OF WORK

- 2.1. The project consists of supply and install of new electrical equipment to service a 150HP vertical well pump, including meter, transfer switch, disconnect, cam-lok panel, variable-frequency controller, and all appurtenances and related work.

3. EXPECTED TIME OF COMPLETION

- 3.1. From the effective date of the Contract, work shall begin within fifteen (15) days. From the commencement date of the work, the project shall be substantially completed within thirty (30) calendar days. The project shall be ready for final payment within forty-five (45) calendar days from the commencement date of the work.

4. FUNDING

- 4.1. The project will be funded from the City of Hailey operating budget.
- 4.2. Bids are being solicited in accordance with Idaho Code 67-2803(2).

5. COPIES OF BIDDING DOCUMENTS

- 5.1. Complete sets of the Specifications and Contract Documents may be obtained from Brockway Engineering, PLLC, 2016 Washington Street North, Suite 4, Twin Falls, Idaho, 83301, (208) 736-8543.
- 5.2. Complete sets of Bidding Documents, including Bid Addenda, must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

6. SUCCESSFUL BIDDER

- 6.1. Owner reserves the right to reject any or all nonconforming, nonresponsive, or conditional Bids, and to reject any Bids that the Owner believes would not be in the best interest of the Project or the Owner for any and all reasons.

7. EXAMINATION OF CONTRACT DOCUMENTS

7.1. Bidder is responsible for examination of all contract documents and other related data including technical data. The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his bid or to the contract.

8. EXAMINATION OF THE SITE

8.1. Bidder is responsible for visiting and examining the site and satisfying himself as to all site conditions which may affect cost, progress, performance, or any other aspect of the project.

8.2. Bidder may, at Bidder's cost, obtain such additional investigations, data, explorations, tests, or studies as it may deem necessary. Owner will grant reasonable access to the site to conduct such studies, provided no undue disturbance is made and the site is restored to its original condition.

9. OTHER BIDDER RESPONSIBILITIES

9.1. Bidder is responsible for considering federal, state, and local laws and regulations which may affect cost, progress, performance, or any other aspect of the project. Bidder is responsible for promptly notifying the Engineer of all conflicts, ambiguities, errors, or discrepancies which the Bidder believes to be contained within the Contract Documents.

10. PRE-BID MEETING

10.1. No pre-bid meeting will be held.

11. ADDENDA AND INTERPRETATION OF DOCUMENTS

11.1. All questions about the meaning or intent of the Bidding Documents shall be directed to the Engineer. Interpretations the Engineer believes are necessary will be issued by Addenda in writing by mail, fax, or other delivery.

11.2. Bidder is required to acknowledge receipt of all Addenda, but acknowledgement of receipt does not relieve Bidder from the obligation to acknowledge the receipt of all Addenda in the space provided on the Bid Form. Failure of any bidder to receive any such Addendum shall not relieve such bidder from any obligation under his bid as submitted. All Addenda issued shall become a part of the contract documents.

12. PREPARATION OF BIDS

12.1. Bids must be submitted by completing each blank provided for such purpose in the form headed "Bid Schedule".

12.2. Written amounts shall take precedence where there is a conflict between the written amount and the figure. Unit costs shall take precedence where there is a discrepancy between the

unit cost and the multiplication of unit cost and quantity. Where a discrepancy exists between the correct sum of a column of numbers and the indicated sum, the correct sum will take precedence.

12.3. A Bid made by an individual must show the individual's full legal name and address.

12.4. A Bid made by a partnership must contain the name of each partner and must be signed in the firm name followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership.

12.5. A Bid made by a corporation or limited liability company, the bid form should be signed with the name of the entity and the state in which incorporated or established, followed by the written signature of the qualified officer and the designation of the office he holds in the entity. The address of the person, firm, or corporation in whose behalf the bid is submitted shall be given.

12.6. The bidder shall comply with all other specific requirements of the bid form. The bidder shall promptly provide to the Owner, upon request, satisfactory evidence that the person signing on behalf of the bidder is duly authorized to bind the bidder.

13. SUBMISSION OF BIDS

13.1. Each bid shall be delivered to the Engineer at charles.g.brockway@brockwayeng.com by the due date shown on the Bid Schedule.

14. SECURITY

14.1. No bid security is required.

14.2. Performance bond will be required from the successful bidder.

14.3. Payment bond will be required from the successful bidder, if subcontractors are used.

15. MODIFICATION OF BIDS

15.1. Bids may be modified only upon written request, signed by the Bidder and delivered to the place where the Bids are submitted. The request may be made any time prior to the scheduled bid submittal closing time.

16. BID ACCEPTANCE AND AWARD

16.1. All Bids will remain subject to acceptance for thirty (30) calendar days after the day of the Bid opening.

17. PRE-CONSTRUCTION CONFERENCE

17.1. A pre-construction conference will be held prior to the commencement of any work on the project.

18. PUBLIC WORKS LICENSE

18.1. A Publics Works Contractor License is required in order to qualify to submit a bid.

19. SALES AND USE TAXES

19.1. The Owner is exempt from Idaho sales and use taxes. Contractor shall be responsible for such taxes as provided by Idaho law.

B. BIDDER'S CHECKLIST

The following documents must be executed in full and submitted with the Bid. Bids not containing all required documents will be considered unresponsive.

1. BID FORM, completed and signed.
2. Listing of proposed subcontractors.

The following documents must be executed and/or requirements met by the successful bidder within 15 days after the contract is awarded, and prior to commencing the work:

1. CONTRACT
2. PERFORMANCE BOND, form to be furnished and executed by the successful bidder and his surety company.
3. PAYMENT BOND, if subcontractors are used.
4. CERTIFICATE OF INSURANCE, form to be furnished by Contractor's insurance company.

C. BID FORM

1. The undersigned Bidder, having carefully examined all Contract Documents, Drawings and Specifications, and Addenda and agreeing to all terms therein, and having inspected the site and become familiar with the local conditions and specific factors which may affect any aspect of the work, hereby proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner of the form included in the Bidding Documents to perform all Work and furnish and install all materials as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. The Bidder proposes the following schedule of prices. The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work, and quantities installed may vary from the bid schedule quantities. Payment for the Work will be based on actual quantities furnished, installed or constructed in accordance with prices bid for unit price items; provided, however, that any increase in quantity must be authorized by a Change Order. Each unit price will be the total and complete price including all material and labor, equipment required for the use of materials listed, overhead, ancillary work related to the line item, and profit.

Bid Schedule

Due date: August 16, 2019

Owner: City of Hailey, Idaho

Project: River Street Well Electrical Supply Upgrade, Project B

Brockway Engineering, PLLC

August 7, 2019

Item Description	Qty	Unit	Unit Cost	Cost
ITEMS				
1 Supply and install meter base / meter, coord. with IPCO	1	LS		
2 Supply and install disconnect	1	EA		
3 Supply and install transfer switch with cam-lok panel	1	LS		
4 Supply and install variable-frequency drive	1	EA		
5 Testing, programming, and miscellaneous	1	LS		
Subtotal				
TOTAL				

Total Price _____

_____ (\$ _____)

(use words)

Name (print) _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact Person: _____

Signature _____

Date _____ Public Works License No. _____

D. LISTING OF PROPOSED SUBCONTRACTORS

Subcontractor No. 1

Name _____

Place of Business _____

Function _____

Subcontractor No. 2

Name _____

Place of Business _____

Function _____

Subcontractor No. 3

Name _____

Place of Business _____

Function _____

Subcontractor No. 4

Name _____

Place of Business _____

Function _____

Attach additional sheets if necessary

Bid Documents
City of Hailey River St. Well - Electrical Supply Upgrade

E. CHANGE ORDER (SAMPLE FORM)

No.: _____

Date of Issuance _____ Effective Date _____
Owner _____
Contractor _____
Contract _____
Project _____
Owner's Contract No. _____ Engineer's Contract No.: _____

The following changes are being made to the Contract Documents for the above project.

Description:

Reason for Change Order:

Attachments (List documents supporting change):

Change in Contract Price:

Original Contract Price

\$ _____

Net Increase (Decrease) from previous Change
Orders No. _____ to _____

\$ _____

Contract Price prior to this Change Order:

\$ _____

Net Increase (decrease) of this Change Order

\$ _____

Contract Price with approved Change Orders

\$ _____

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

F. PERFORMANCE BOND (SAMPLE)

Surety Bond No.: _____

That we, _____, as Principal, and _____
_____ the Owner as Owner in the penal sum of :
_____ (\$ _____) for payment
whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto
attached, and made a part hereof, with _____ for the project named: _____
_____.

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the said
Contract in accordance with the Plans and Specification and Contract Documents, and shall fully indemnify and save
harmless the Owner from all cost and damage which the Owner may suffer by reason the Principal's default or failure so
to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good
any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event that the Principal is declared in default under the said Contract, the Surety will within Fifteen (15)
days of the Owner declaration of such default take over and assume completion of said contract and become entitled to
the payment of the balance of the Contract Price. Conditioned upon the Surety's faithful performance of its obligations,
the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay the Owner upon demand all loss and expense, including attorney's fees, incurred by
the Owner by reason of or on account of any breach of this obligation by the Surety.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county where the said
Contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the said Contract, or to the work to be performed thereunder, or the
Specifications accompanying the same, shall in anywise 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 said Contract or to the work or to the
Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals
this _____ day of _____ in the year
_____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly
signed by its undersigned representative pursuant to authority if it's governing body.

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Principal

ATTEST:

By: _____

By: _____

Bid Documents
City of Hailey River St. Well - Electrical Supply Upgrade

(Typed Name and Title)

Surety's Idaho Local Recording
Agent or Resident Agent:

(Signature)

(Typed Name)

License No.: _____

File No.: _____

Address: _____

Telephone No.: _____

(Typed Name and Title)

Surety's Home Office Agent or Servicing
Agent:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

G. PAYMENT BOND (SAMPLE)

Surety Bond No. _____

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto _____ the Owner in the penal sum of: _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner for the project named: _____

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payments to all claimants of all persons supplying labor, and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

In the event that the Principal fails to promptly pay when due persons who have supplied labor, materials, or supplies used in the performance of the said contract, the Surety will, upon receipt of notice from the Owner a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability of the Surety for the Principal's failure to promptly pay for labor, materials, or supplies exceed the penalty of this bond.

This Surety agrees to pay the Owner upon demand all loss and expense, including attorney's fees, incurred by the owner by reason or on account of any breach of this obligation by Surety.

Provided further, that this bond is made and entered into for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided by law. If any legal action is filed upon this bond, venue shall be in country where the said Contract is to be performed.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

Surety's Idaho Local Recording Agent or Resident Agent:

Surety's Home Office Agent or Servicing Agent:

(Signature)

Name: _____

(Typed Name)

Title: _____

License No.: _____

File No.: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

H. CONTRACTOR AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is made effective as of the 21st day of October in the year 2019 by and between City of Hailey, Idaho (hereinafter called OWNER), and Buffalo Electric (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. GENERAL

- 1.1 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. Contract Documents are listed in Article 8.
- 1.2 CONTRACTOR shall, at all times, so conduct his work as to insure the least possible obstruction to traffic patterns and inconvenience to the general public, and to ensure the safety of persons and property.
- 1.3 CONTRACTOR shall construct the project in accordance with the construction specifications and drawings. Any substantial deviation from the specifications or drawings must be approved by the ENGINEER.
- 1.4 Complete restoration of the site shall be a continuous and ongoing process until restoration is complete.

Article 2. ENGINEER

The project Engineer is Charles G. Brockway, P.E. of Brockway Engineering, PLLC, Twin Falls, Idaho, 83301, who is hereinafter called ENGINEER. The ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will begin within 15 days after the date of this Agreement and will be substantially completed within 30 days from the commencement date of the Work. Within 45 days after the commencement date of the Work, the Work shall be completed and ready for final payment. These times may be extended upon written approval by the OWNER.

- 3.2 In the event that the Contractor fails to complete the work within the time specified above, liquidated damages shall be paid to the Owner by the Contractor at a rate of \$400 (four hundred dollars) for each calendar day that the final completion of the project is delayed.

Article 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents a lump sum amount in current funds equal to:

Forty-six thousand two-hundred seventy and 00/100 dollars

..... **\$ 46,270.00**

Provided, however, that CONTRACTOR's compensation will be based on unit prices in the Bid and actual finished quantities, but only upon execution of appropriate Change Orders as approved by the parties to this Agreement.

- 4.2 The above lump-sum amount is in accordance with a bid submitted by CONTRACTOR to the office of the ENGINEER on August 14, 2019. Line items making up the above cost are shown on the Bid Schedule attached hereto.
- 4.3 Estimated quantities on which this price may be based are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment to the ENGINEER as follows:

- 5.1 Initial Payment. No initial payment shall be made.
- 5.2 Progress Payments. Progress payments shall generally not be made.
- 5.3. Final Payment. Upon final completion and acceptance of the Work by the OWNER and ENGINEER, OWNER shall pay the remainder of the Contract Price. Full amount shall be due within 15 days after completion has been certified by ENGINEER.
- 5.4 All moneys not paid when due shall bear interest at a 10% annual rate.
- 5.5 All invoices or requests for payment submitted by CONTRACTOR shall be fully itemized and thoroughly prepared, describing in detail all work performed for which payment is requested.

Article 6. INSURANCE

Contractor shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. Contractor shall include Owner and Engineer as additional insured parties and provide evidence of same.

6.1 Worker's Compensation:

- (1) State: Statutory
- (2) Applicable Federal (e.g., Longshoreman's): Statutory

6.2 Comprehensive General:

(1) Bodily injury:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

Property Damage:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

or a combined single limit of \$1,000,000

(2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

(3) Personal injury, with employment exclusion deleted

\$1,000,000 Annual Aggregate

6.3 Comprehensive Automobile Liability:

Bodily injury:

\$1,000,000 Each Person
\$1,000,000 Each Occurrence

Property Damage:

\$1,000,000 Each Occurrence

Combined or Single Limit of \$1,000,000

Article 7. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Contract Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in paragraph 8.10 of this Agreement. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Exhibits to This Agreement.
- 8.3 Construction drawings and specifications.
- 8.4 Addenda which may be issued subsequent to this Contract.
- 8.5 Additional reports or drawings: No additional reports or drawings are made a part of the Contract Documents.
- 8.6 CONTRACTOR's Bid
- 8.7 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.8 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as agreed upon in writing by the OWNER and CONTRACTOR

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) , and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

CITY OF HAILEY, IDAHO
OWNER

By: _____

Title: _____

Date: _____

BUFFALO ELECTRIC
CONTRACTOR

By: _____

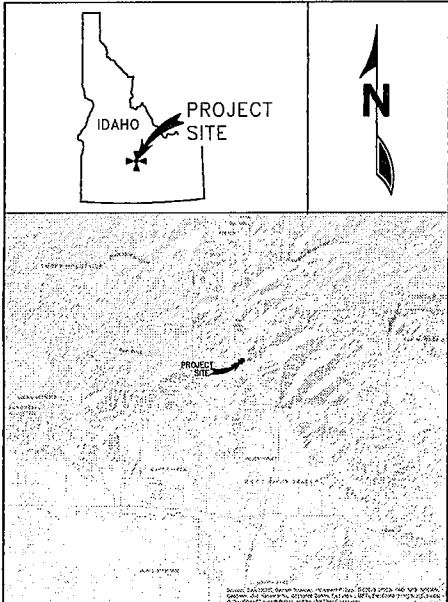
Title: _____

Date: _____

I. PROJECT SPECIFICATIONS

Project drawings and specifications are found on the large-format sheets accompanying these Bid Documents.

CITY OF HAILEY RIVER ST. WELL UPGRADE



NAIP 2017 AERIAL PHOTOGRAPH

THE PROJECT CONSISTS OF TWO SEPARATE PROJECT CONTRACTS, DESCRIBED AS FOLLOWS:

PROJECT A: WELL PUMP REPLACEMENT

1. REMOVAL OF EXISTING VERTICAL WELL PUMP, COLUMN, MOTOR, AND DISCHARGE HEAD.
2. SUPPLY AND INSTALL OF NEW VERTICAL PUMP, COLUMN, MOTOR, AND DISCHARGE HEAD IN ACCORDANCE WITH THESE SPECIFICATIONS.
3. COORDINATION WITH ELECTRICAL CONTRACTOR AND CITY OF HAILEY TO CONNECT AND TEST NEW PUMP SYSTEM.
4. PROVIDE ALL ASSOCIATED EQUIPMENT, SUPPLIES, AND LABOR.

PROJECT B: ELECTRICAL EQUIPMENT UPGRADE

1. SUPPLY AND INSTALL NEW METER, TRANSFER SWITCH, DISCONNECT, CAM-LOK CONNECTOR PANEL, AND RELATED EQUIPMENT.
2. SUPPLY AND INSTALL VARIABLE-FREQUENCY DRIVE AND ASSOCIATED EQUIPMENT.
3. INTERFACE VARIABLE-FREQUENCY DRIVE WITH CITY'S EXISTING SCADA SYSTEM.
4. COORDINATION WITH PUMP CONTRACTOR AND CITY OF HAILEY TO CONNECT AND TEST NEW PUMP.
5. PROVIDE ALL ASSOCIATED EQUIPMENT, SUPPLIES, AND LABOR.

GENERAL NOTES:

1. THE CITY OF HAILEY WILL BE PROVIDING ALL EQUIPMENT, SUPPLIES, AND OTHER WORK RELATED TO REPLACEMENT OF THE PIPE DISCHARGE STRINGS FROM THE PUMP DISCHARGE HEAD TO THE CONNECTION WITH THE EXISTING 10" DUCTILE IRON PIPE EXITING THE BUILDING. CONTRACTORS ON PROJECTS A AND B SHALL COORDINATE WITH THE CITY TO PROPERLY INTERFACE WITH THIS WORK.
2. ALL TECHNICAL QUESTIONS REGARDING ANY ASPECT OF THE PROJECT SHALL BE DIRECTED TO BROCKWAY ENGINEERING C/O CHARLES G. BROCKWAY, P.E., 2016 WASHINGTON ST. NORTH #4, TWIN FALLS, ID 83301, (208) 736-8543.
3. CONTRACTOR SHALL VERIFY AND CONFIRM ALL DIMENSIONS AND CONDITIONS SHOWN OR IMPLIED ON THE DRAWINGS AND SPECIFICATIONS, AS WELL AS THE EXISTING WORK AND PHYSICAL DESCRIPTIONS AND CONDITIONS OF THE SITE, AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF THE WORK.
4. ALL EQUIPMENT PROPOSED TO BE SUPPLIED BY THE CONTRACTOR MUST BE SUBMITTED FOR APPROVAL TO THE ENGINEER. ANY ITEM WHICH THE CONTRACTOR PROPOSES TO FURNISH AS "EQUAL" OR "EQUIVALENT" TO ITEM SPECIFIED SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER WITH SUFFICIENT MANUFACTURER'S LITERATURE TO DETERMINE EQUIVALENCE.
5. CODES AND STANDARDS: INTERNATIONAL CODE COUNCIL (ICC); INTERNATIONAL BUILDING CODE (IBC); INTERNATIONAL PLUMBING CODE (IPC); NFPA 70 (NATIONAL ELECTRIC CODE); AND NFPA 101 (LIFE SAFETY CODE); AMERICAN CONCRETE INSTITUTE (ACI) 301, 318, & 530.
6. THIS PROJECT IS AUTHORIZED UNDER AN APPROVAL FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.
7. ALL EQUIPMENT AND MATERIALS CONTACTING POTABLE WATER SHALL BEAR THE NSF-61 AND NSF-372 CERTIFICATIONS.

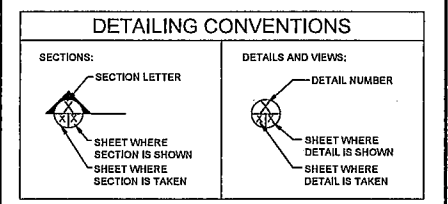
8. ALL CHEMICALS OR LIQUIDS CONTACTING POTABLE WATER SHALL BEAR THE NSF-60 CERTIFICATION.
9. ACCESS: PROJECT SITE SHALL BE ACCESSED THROUGH PUBLIC ROADS.
10. PVC PIPE: SOLVENT-WELD, SIZE AND CLASS AS SHOWN, ASTM D1784. INSTALL ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
11. PVC FITTINGS: PVC SCHEDULE 40 OR 80, SOLVENT-WELD, ASTM D2466.
12. DISCHARGE PIPE: DUCTILE IRON CLASS 350, AWWA C150/C115, THREADED FLANGES.
13. DUCTILE IRON FITTINGS: AWWA C110 FLANGED.
14. PIPE SADDLES: D.I. BODY WITH S.S. 304 STRAPS AND NITRILE O-RING GASKET, TAP SIZE AS NEEDED FOR EQUIPMENT, ASTM A538, ANSIAWWA C800, ROMAC 1015 OR EQUAL.
15. AIR-VACUUM VALVE: RE-USE EXISTING VALVE, VAL-MATIC 100S.
16. FLOW METER: REPLACE EXISTING METER WITH MAGNETIC METER APPROVED BY IDWR, MCCROMETER ULTRA-MAG OR EQUAL.
17. CHECK VALVE: DOUBLE-DOOR, WAFER-TYPE, CLASS 150 DUCTILE IRON, AFPC 9000T OR EQUAL.
18. BALL VALVES: BRONZE, TEFLON SEATS, VITON OR EPDM SEALS, 200 PSI MIN. PRESSURE RATING. WATTS LFFBV6000 OR EQUAL.
19. DOUBLE-CHECK VALVES: STATE-APPROVED BACKFLOW PREVENTION DEVICE, CONTRACTOR DISCRETION.
20. PUMP: VERTICAL TURBINE, 1600 GPM AT 284 FT TDH, 1770 RPM, VERT-LINE 12TLC, 6-STAGE, 10" IMPELLER, OR EQUAL.
21. PUMP COLUMN: 10", WATER-LUBE, REMOVE EXISTING PUMP AND COLUMN, STORE AT LOCATION DIRECTED BY CITY FOR POTENTIAL FUTURE REUSE.
22. DISCHARGE HEAD: CAST IRON, TYPE A, UTILIZE EXISTING CONCRETE PEDESTAL. REMOVE EXISTING DISCHARGE HEAD, STORE AT LOCATION DIRECTED BY CITY FOR POTENTIAL FUTURE REUSE.
23. MOTOR: VERTICAL MOTOR, THREE-PHASE, 480-VOLT, 150 HP. UTILIZE EXISTING MOTOR OWNED BY THE CITY OF HAILEY AND STORED IN TWIN FALLS LOCATION. REMOVE EXISTING MOTOR, STORE AT LOCATION DIRECTED BY CITY FOR POTENTIAL FUTURE REUSE.

ELECTRICAL EQUIPMENT:

24. IDAHO POWER TO RE-FEED ELECTRICAL SUPPLY TO EAST SIDE OF BUILDING VIA NEW MAST AND WEATHERHEAD. IPCO TO SUPPLY CTS AND METER. CONTRACTOR SHALL PROVIDE CT CABINET IF REQUIRED BY IPCO AND INSTALLATION OF EQUIPMENT.
25. TRANSFER SWITCH: 400A NEMA3R WITH 400A 3-POLE MAIN BREAKER, THOMSON T8910 OR EQUAL. TRANSFER SWITCH SHALL BE EQUIPPED WITH 4-POSITION, 400A, 277/480V PANEL-MOUNTED CAMLOCK ASSEMBLY WITH SINGLE SET OF 400A CONNECTORS W/ CAPS AND LANYARDS, COLOR-CODED PER NEC, CROUSE-HINDS OR EQUAL. ENSURE CAM-LOK CONNECTIONS INTERFACE WITH CITY'S GSET AND ARE CONSISTENT WITH ALL OTHER CITY WELLS.
26. DISCONNECT: 400A, 600V, NEMA3R, CUTLER-HAMMER OR EQUAL. IF TRANSFER SWITCH IS RATED FOR SERVICE ENTRANCE, CONTRACTOR MAY DELETE THE DISCONNECT, BUT SHALL FOLLOW ALL APURTENANT CODES.
27. PUMP DRIVE: CONTROLLER SHALL BE A SOLID-STATE, PULSE-WIDTH-MODULATED VARIABLE-FREQUENCY DRIVE RATED FOR 150HP OR GREATER. ABB ACQ PRODUCT FAMILY OR EQUAL. CONTRACTOR TO PROVIDE SUBMITTAL SHOWING DETAILS OF RECOMMENDED MODEL.
28. INTERFACE WITH SCADA: CONTROLLER AND FLOW METER SHALL INTERFACE WITH CITY'S EXISTING SCADA SYSTEM TO PROVIDE THE SAME DATA TO THE SCADA SYSTEM THAT IS CURRENTLY BEING PROVIDED, INCLUDING PUMP SPEED, DISCHARGE PRESSURE, FLOW RATE, MOTOR TEMPERATURE, ROOM TEMPERATURE, CHLORINE CONCENTRATION, AND GAS CYLINDER PRESSURES. CITY'S WILL PROVIDE ASSISTANCE AND MAKE ITS SCADA CONSULTANT AVAILABLE TO ASSIST WITH THIS WORK.
29. PUMP CONTROL LOGIC: PUMP SHALL BE PROGRAMMED TO OPERATE AS FOLLOWS:
 - A. WHEN TURBINE TANK LEVEL FALLS BELOW SET POINT - TURN ON AND RAMP UP TO SPEED OVER 5 SECONDS.
 - B. WHEN RUNNING, REGULATE SPEED ACCORDING TO PRESSURE TO MAINTAIN 90 PSI IN THE DISCHARGE LINE.
 - C. WHEN TURBINE TANK EXCEEDS SET POINT - TURN OFF.
 - D. PROVIDE AUXILIARY PROGRAMMING AS RECOMMENDED BY MANUFACTURER TO PROVIDE STABLE OPERATION AND PREVENT "HUNTING" OR OTHER UNDESIRABLE BEHAVIORS.
30. HARMONIC CONTROL: CONTRACTOR SHALL COORDINATE WITH IPCO TO DETERMINE HARMONIC DISTORTION LIMITS. VFD SHALL HAVE INTERNAL HARMONIC CONTROL CIRCUITRY. MANUFACTURER SHALL UPON REQUEST PROVIDE CALCULATIONS SPECIFIC TO THIS INSTALLATION DEMONSTRATING TOTAL DEMAND DISTORTION IS LESS THAN REQUIRED. INPUT LINE FILTERS SHALL BE SIZED AND PROVIDED AS REQUIRED BY THE VFD MANUFACTURER TO ENSURE COMPLIANCE WITH IEEE STANDARD 519. IEEE RECOMMENDED PRACTICES AND REQUIREMENTS FOR HARMONIC CONTROL IN ELECTRICAL POWER SYSTEMS, THE ACCEPTANCE OF THIS CALCULATION MUST BE COMPLETED PRIOR TO VFD INSTALLATION. IF THE DISTORTION EXCEEDS REQUIRED LEVELS, THE VFD MANUFACTURER IS TO RECOMMEND THE ADDITIONAL EQUIPMENT REQUIRED TO REDUCE THE TD TO SPECIFIED LEVELS.
31. PUMP TESTING: CONDUCT TESTING IN PRESENCE OF ENGINEER OR HIS REPRESENTATIVE. TESTING SHALL INCLUDE OPERATION OF THE PUMP THROUGH THE FULL RANGE OF SPEEDS AND VERIFICATION THAT 1) THE ELECTRICAL EQUIPMENT FUNCTIONS AS DESIGNED AND THE VARIABLE-FREQUENCY DRIVE PROPERLY OPERATES THE PUMP IN ALL RESPECTS; AND 2) THE PERFORMANCE OF THE PUMP IN TERMS OF TOTAL DYNAMIC HEAD AND FLOW RATE MEETS OR EXCEEDS THAT SHOWN ON THE PERFORMANCE CURVE.
32. WARRANTY: CONTRACTOR SHALL, WITHIN ONE YEAR OF INSTALLATION, SERVICE OR REPLACE ANY PRODUCT WHICH CEASES TO FUNCTION WITHIN DESIGN PARAMETERS OR ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

**VICINITY MAP
ABBREVIATION LIST**

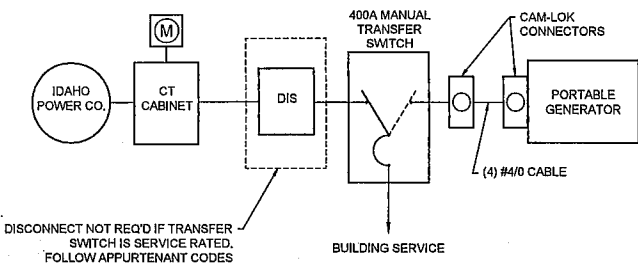
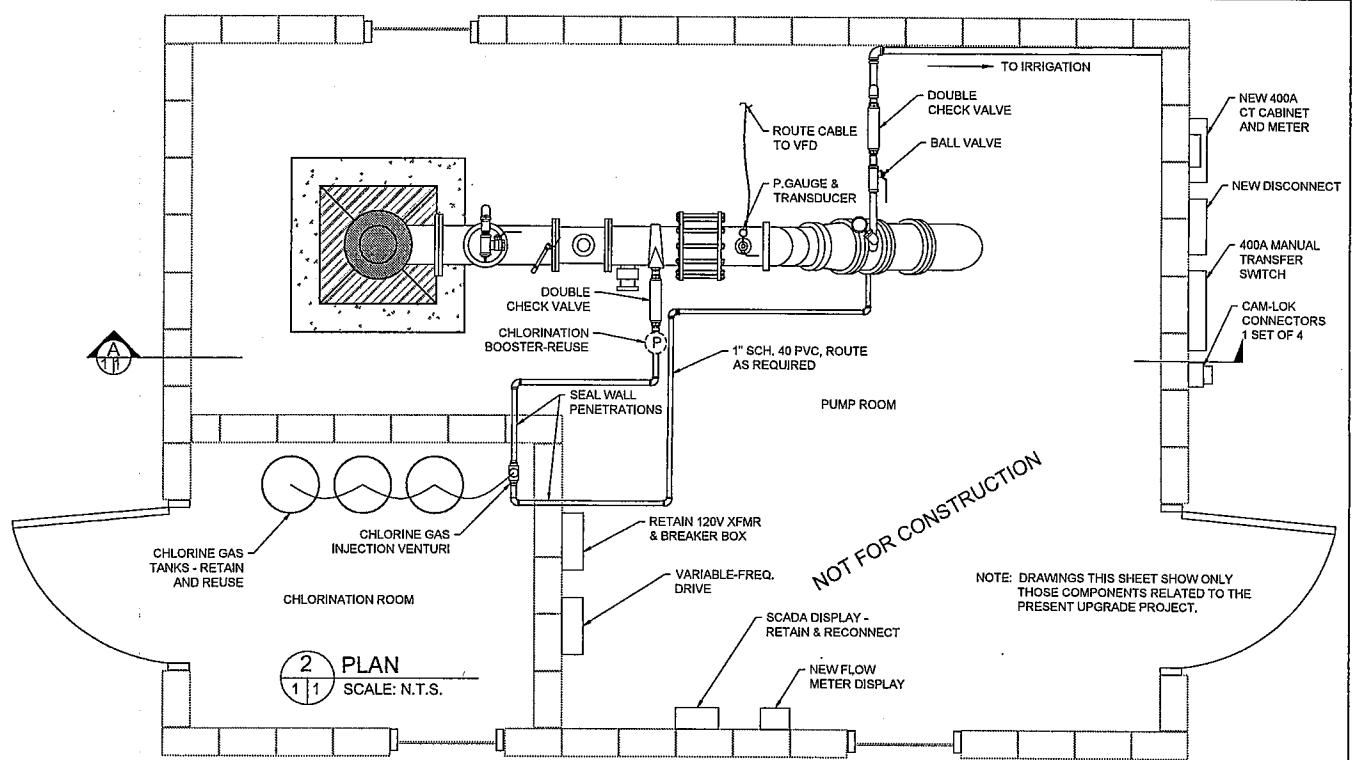
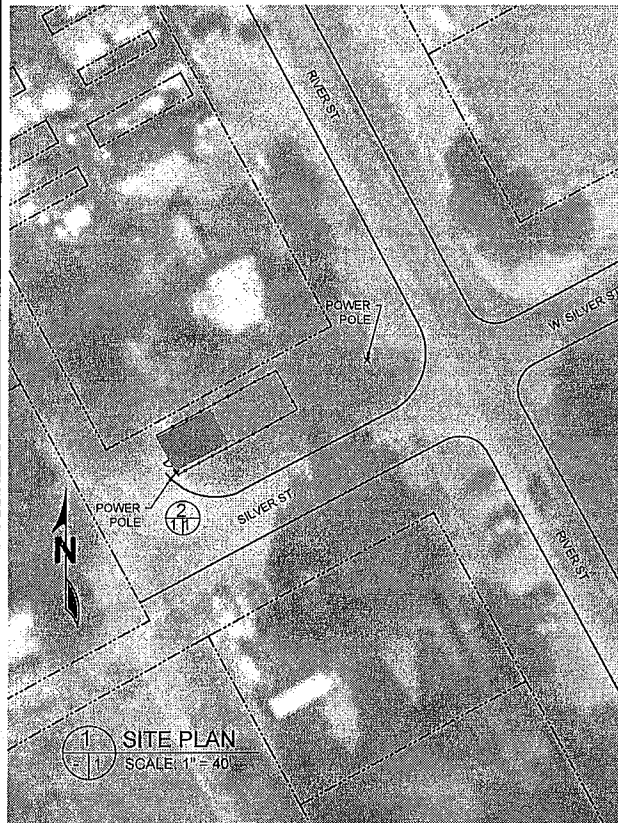
A & @	AND AT	N	NOT TO SCALE
C	CENTER LINE	O	OUTSIDE DIAMETER
CL	CONCRETE	P	POLYVINYL CHLORIDE
CM	CORRUGATED METAL PIPE	R	RAD. RADIUS
CULV.	CULVERT	S	STAINLESS STEEL
D	DEPTH	STD.	STANDARD
DIAM. Ø	DIAMETER	STRU.	STRUCTURE
D.I.	DUCTILE IRON	T	TOP OF CONCRETE TOP OF WALL
E	ELEVATION	TYP.	TYPICAL
EXTG	EXISTING	V	VALVE
E.W.	EACH WAY	VLV	VALVE
G	GALVANIZED	W	WATER SURFACE ELEV. WITH
GALV.		W.S.E.	
I	INVERT ELEVATION		
I.E.	INCH		
IN. "			
M	MAXIMUM		
MAX.			
MFG.	MANUFACTURE		
MJ.	MECHANICAL JOINT		
MIN.	MINIMUM		



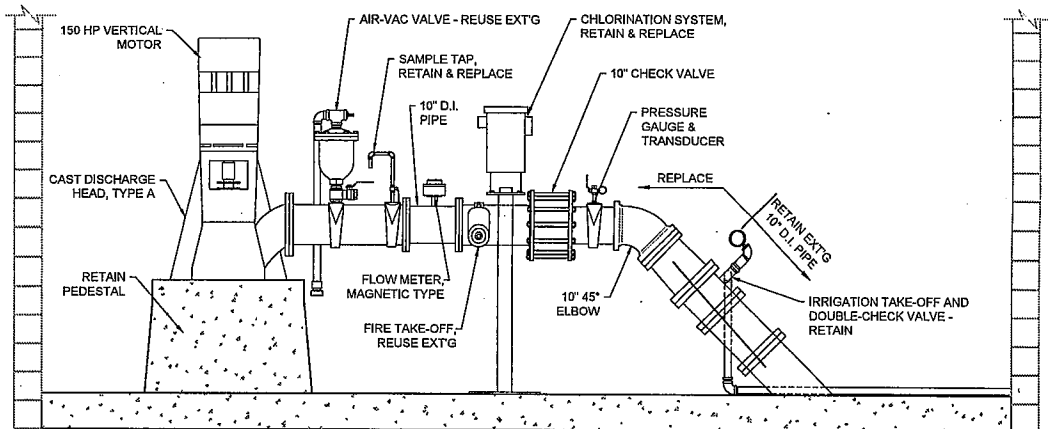
NOT FOR CONSTRUCTION

DRAWING INDEX	
TITLE	DWG No.
COVER SHEET AND VICINITY MAP	0
WELLHOUSE PLAN & SECTION	1

THIS DRAWING HAS BEEN PREPARED BY BROCKWAY ENGINEERING, PLLC FOR A SPECIFIC PROJECT TAKING INTO ACCOUNT THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH BROCKWAY ENGINEERING & THE CLIENT IS GRANTED.				DESIGNED BY CGB	DRAWN BY ICB	BROCKWAY ENGINEERING, PLLC HYDRAULICS - HYDROLOGY - WATER RESOURCES 2016 NORTH WASHINGTON, SUITE 4 TWIN FALLS ID 83301 (208) 736-8543		CITY OF HAILEY RIVER ST. WELL UPGRADE		PROJECT # 1344-04-2018
A	ISSUED FOR REVIEW	11/13/2018							DWG #	REV
REV	DESCRIPTION	DATE	APPD.	REFERENCE DRAWINGS	(1) X 20 DWG ONLY				0	△



3 ELECTRICAL SUPPLY SCHEMATIC
SCALE: N.T.S.



THIS DRAWING HAS BEEN PREPARED BY BROCKWAY ENGINEERING, PLLC, FOR A SPECIFIC PROJECT TAKING INTO ACCOUNT THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH BROCKWAY ENGINEERING & THE CLIENT IS GRANTED.

REV	DESCRIPTION	DATE	APPD.	REFERENCE DRAWINGS
A	ISSUE FOR REVIEW	11/13/18		

DESIGNED BY: CGB
DRAFTED BY: KCB

BROCKWAY ENGINEERING, PLLC
HYDRAULICS - HYDROLOGY - WATER RESOURCES
2016 NORTH WASHINGTON, SUITE 4
TWIN FALLS ID, 83301
(208) 736-8543

CITY OF HAILEY
RIVER ST. WELL UPGRADE
WELLHOUSE PLAN & SECTION

PROJECT #	1344-04-2018
DWG #	1
REV	A

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/9/2019

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2019-⁸⁵, authorizing the mayor's signature on Change Order No. 3, extending the contract time on the Myrtle St. Connector **ACTION ITEM**

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached change order is a revision to the contract time. Additional time is required for utility relocation by others and additional contract work. Contract time will be revised as follows:

- All contract work substantially complete by September 16, 2019.
- Final completion by September 30, 2019.

There is no change in contract price.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2019-⁸⁵, authorizing the mayor's signature on Change Order No. 3, extending the contract time on the Myrtle St. Connector **ACTION ITEM**

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2019-085**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY,
AUTHORIZING THE MAYOR'S SIGNATURE ON CHANGE ORDER NO. 3 WITH
IDAHO MATERIALS AND CONSTRUCTION, TO EXTEND THE CONTRACT TIME
ON THE MYRTLE ST. CONNECTOR**

WHEREAS, Idaho Materials and Construction requires a contract time extension in order to complete the work on the Myrtle St. Connector,

WHEREAS, the City of Hailey desires to grant a contract time extension to Idaho Materials and Construction,

WHEREAS, the City of Hailey and Idaho Materials and Construction agree to the terms and conditions of Change Order No. 3, 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 Change Order No. 3 between the City of Hailey and Idaho Materials and Construction, and authorizes the mayor's signature on the attached document.

Passed this 9th day of September, 2019.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Change Order

No. 03

Date of Issuance: 9/09/2019 Effective Date: 9/09/2019

Project: Myrtle Street Path Connection Project	Owner: City of Hailey	Owner's Contract No.: 20137
Contract: City of Hailey Myrtle Street Path Connection Project		Date of Contract: November 2018
Contractor: Idaho Materials and Construction		Engineer's Project No.: T19153.00

The Contract Documents are modified as follows upon execution of this Change Order:
 This change order is a revision to the Contract Time. Additional time is required for Utility Relocation by others and additional contract work. Contract time will be revised as follows:

All onsite contract work identified in the plans and specifications including the additional work of the retaining wall adjustments will be substantially completed by September 16th, 2019 with a final completion date of September 30th, 2019. Substantial completion will be as defined in the current ISPWC.

Attachments (list documents supporting change):
 N/A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>714,061.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Completion date Substantial completion (days or date): <u>8/09/2019</u> Ready for final payment (days or date): <u>8/20/2019</u>
Contract Price prior to this Change Order \$ <u>609,719.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>8/30/2019</u> Ready for final payment (days or date): <u>9/09/2019</u>
Decrease of this Change Order: \$ <u>0.00</u>	Increase of this Change Order: Substantial completion (days or date): <u>9/16/2019</u> Ready for final payment (days or date): <u>9/30/2019</u>
Contract Price incorporating this Change Order: \$ <u>609,719.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>9/16/2019</u> Ready for final payment (days or date): <u>9/30/2019</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Name: <u>Jake Southwick</u> Print Name Date: <u>9/04/2019</u> Approved by Funding Agency (if applicable):	ACCEPTED: By: _____ Owner (Authorized Signature) Name: _____ Print Name Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Name: <u>Clint Kuska</u> Print Name Date: <u>9-4-2019</u> Date: _____
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Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/2019 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** CPS

SUBJECT:

Motion to authorize Mayor's signature on IRS form 8283, acknowledging the receipt of donation of South Woodside parcel of real property, by Harry Rinker.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

By signing this document the City is not endorsing the value placed on the property, that is a personal tax matter for the donor.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input checked="" type="checkbox"/> Clerk	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input checked="" type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize Mayor's signature on IRS form 8283, acknowledging the receipt of donation of South Woodside parcel of real property, by Harry Rinker.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:



RINKER COMPANY

August 22, 2019

Mayor Fritz Haemmerle
City of Hailey
113 Main Street South
Suite 11
Hailey, ID 83333

Subject: Donation of South Woodside Land

Dear Mayor Haemmerle:

In August of 2018, the City of Hailey accepted the donation of land from South Woodside Properties, LLC, which is owned 100% by Harry S. Rinker (see attached letter of acknowledgement).

I am currently in the process of completing Mr. Rinker's 2018 tax return, and would greatly appreciate it if you could sign the attached IRS Form 8283, acknowledging the donation, and return to:

The Rinker Company
Attn: Michael Embree, CPA
PO BOX 7250
Newport Beach, CA 92658
Fax # (714) 979-8300

If you have any questions, I can be reached at (714) 979-8300, Ext #11

Sincerely,

Michael Embree
Attach.

City of Hailey

OFFICE OF THE MAYOR

115 MAIN STREET SOUTH, SUITE 111
HAILEY, IDAHO 83333
(208) 788-1221
Fax: (208) 788-2921

August 13, 2018

South Woodside Properties, LLC
PO Box 7250
Newport Beach, CA 92658-7250

Re: Donation Acceptance Letter / SE Woodside Subdivision Vacant Land

To Whom it May Concern,

South Woodside Property, LLC (Donor) owns a parcel of approximately 70 acres real property known as Tax Lot 7573 on South Woodside, located in the City of Hailey, Blaine County, Idaho.

Donor desires to gift this parcel to the City of Hailey ("City"), a municipal corporation and political subdivision of the State of Idaho, with an EIN # of 82-60000201, within the definition of Internal Revenue Code 26 U.S.C. 170 (c)(1).

City hereby acknowledges acceptance of this gift and City's agreement to use this gift for public purposes exclusively and in perpetuity.

Sincerely,



City of Hailey

Fritz Haemmerle, Mayor

Name(s) shown on your income tax return

Identifying number

HARRY S. & DIANE J. RINKER

535-10-6396

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities) - Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property - To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- a Art* (contribution of \$20,000 or more)
- b Qualified Conservation Contribution
- c Equipment
- d Art* (contribution of less than \$20,000)
- e Other Real Estate
- f Securities
- g Collectibles**
- h Intellectual Property
- i Vehicles
- j Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects
 **Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	80.96 ACRES OF LAND IN HAILEY, I		1,460,000.
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
					(h) Amount claimed as a deduction	(i) Date of contribution
A	02/05	PURCHASE	1,400,730.		1,460,000.	08/15/18
B						
C						
D						

Part II Taxpayer (Donor) Statement - List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ _____ Date ▶ _____

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 670 (a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under Section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been charged with presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ [Signature] Title ▶ Director Date ▶ August 15, 2019

Business address (including room or suite no.)

1661 W. SHORELINE, SUITE 200

City or town state and ZIP code

BOISE, ID 83702

Identifying number

820514233

Part IV Donee Acknowledgment - To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ 08/15/18

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ▶ Yes No

Name of charitable organization (donee)

CITY OF HAILEY, BLAINE COUNTY IDAHO

Address (number, street, and room or suite no.)

115 MAIN STREET SOUTH, SUITE H

Authorized signature

Employer identification number

82-6000201

City or town, state, and ZIP code

HAILEY, ID 83333

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/2019 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Motion to approve Resolution 2019-81, authorizing the Mayor's signature on an amended agreement between the City of Hailey, Jane Drussel (property owner) and Kevin M. Fitzpatrick (artist), for a mural to be painted on the north wall of Jane's Artifacts. The language of the agreement was amended after its approval by the city council on August 26, 2019, to add additional indemnification language. **ACTION**

ITEM

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The HAHPC and City Staff have been collaborating on a mural for the north wall of Jane's Artifacts. The Commission conducted a Call for Artists in June 2019, and began reviewing submissions in July. The Commission chose a submission by Artist, Kevin Fitzpatrick. Fitzpatrick submitted a rendering of a Great Horned Owl perched upon a tree near the Bow Bridge in the Draper Preserve. He writes, "These owls are mystical creates that evoke rich imagery and history. Their call reminds us that we are surrounded by the wildlife that inhabit this valley, our connection to mother nature's creation".

Aside from some minor changes to the piece (i.e., adding more color to the design and background, removing the Della Mountain towers, and softening the lines of Carbonate Mountain), the Commission is pleased with their decision and excited to share the selected piece with the Hailey City Council.

The Artist Agreement is attached.

The HAHPC and the Artist have tentatively planned the installation weekend for Friday, September 6, 2019, through Sunday, September 8, 2019. In the event of rain or inclement weather, the back-up weekend will be September 13, 2019, through September 15, 2019. Feel free to stop by anytime to watch the Artist at work!

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Lisa Horowitz Phone # 788-9815 #13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2019-81, authorizing the Mayor's signature on an amended agreement between the City of Hailey, Jane Drussel (property owner) and Kevin M. Fitzpatrick (artist), for a mural to be painted on the north wall of Jane's Artifacts. The language of the agreement was amended after its approval by the city council on August 26, 2019, to add additional indemnification language. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): _____ Copies

Instrument # _____

**CITY OF HAILEY
RESOLUTION NO. 2019-081**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF HAILEY, JANE
DRUSSEL OF JANE'S ARTIFACTS AND WITH KEVIN M. FITZPATRICK, ARTIST,
FOR A MURAL TO BE PAINTED ON THE NORTH WALL OF JANE'S ARTIFACTS.**

WHEREAS, the City of Hailey desires to paint a mural on the north wall of Jane's Artifacts,

WHEREAS, the City of Hailey desires to enter into an agreement with Jane Drussel of Jane's Artifacts and with Kevin M. Fitzpatrick, to provide the requires services,

WHEREAS, the City of Hailey, Jane Drussel of Jane's Artifacts and Kevin M. Fitzpatrick, Artist, agree to the terms and conditions of the agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement between the City of Hailey Jane Drussel of Jane's Artifacts and Kevin M. Fitzpatrick, Artist, and that the mayor is authorized to execute the attached document.

Passed this 09th day of September, 2019.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Public Art Mural License Agreement

This Agreement is between Jane Dmszel (Property Owner), Kevin M. Fitzpatrick (Licensee or Artist), and the City of Hailey (Licensor).

Recitals

1. The City has adopted a process for the placement of public art murals (Mural) on public and private buildings throughout Hailey, ID.
2. The Property Owner owns the real property situated at 106 S. Main St. (physical address) and is willing to make an exterior wall available for a public art mural.
3. The mural becomes the property of the Property Owner; however, may be removed by Property owner or City after a period of five (5) years.
4. The Hailey Arts and Historic Preservation Commission (HAHPC) conducted a Call for Artists in June 2019. The Board selected an artist to paint a Mural on the north wall of Jane's Artifacts, at 106 South Main Street. The Board chose Kevin M. Fitzpatrick (Licensee), an independent artist, to paint said Mural.

Now; therefore, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **License Granted.** The Property Owner grants the Licensee, via the Licensor, permission to install the Mural on an exterior wall of the Property Owner building located at 106 S. Main St. Mural to be installed as per the design approved by the Hailey Arts and Historic Preservation Commission with final approval of the City Council.
2. **Term of License.** The license shall commence at 7:00am on September 6, 2019. This license is valid through September 6, 2024 at 5:00pm.
3. **Use of Site.** The site for which the license is granted shall be used by Artist, via the Licensor, for the sole and exclusive purpose of painting the Mural and touch-up repairs for no other purpose without the prior written consent of the City of Hailey and Property Owner.
4. **Scope of Work.** Artist (Licensee) will paint a public Mural, as described in Exhibit A, attached hereto and incorporated by reference, on the north wall of Jane's Artifacts building. The parties agree to maintain proper communication, as appropriate. All duties to be performed hereunder shall be performed as specified or, if not specified, in a prompt and timely manner. The Artist agrees to use Artist's best efforts to complete the Mural project in a reasonable amount of time.
5. **Payment.** Artist (Licensee) and the City of Hailey (Licensor) agree to donate the Mural to the Property Owner at no cost to the Property Owner. The City will be responsible for compensating the Licensee \$1,500 for services provided and \$500 for material costs, pursuant this Agreement.

6. **Artist Responsibilities.** Artist represents and warrants that the Mural to be created is an original work of art and that the Mural shall be a faithful rendition of the preliminary design submitted by the Artist and approved by the Hailey Arts and Historic Preservation Commission. Artist shall grant a non-exclusive license to the City/Property Owner to copy or reproduce the Mural for all standard collection purposes including, but not limited to: City websites or social media, handouts, brochures, and to authorize others to do the same. Artist shall provide the City with digital images of the completed Mural in a format agreed upon between parties. Proper credit will be given to the Artist and attached to every marketing medium that utilizes said piece.
7. **City Responsibilities.** The City agrees to procure all necessary permits necessary to access the property while such Mural is being painted.
8. **Mural Maintenance.** Artist acknowledges that maintenance of the Mural on a regular basis is essential to the integrity and appearance of the Mural. This includes regular touch-ups related to minor cracks, scratches and minor instances of graffiti. Therefore, for the length of time that the Mural is on Site, Artist shall be responsible for minor maintenance and repair of the Mural under the City's supervision. The City agrees to notify the Artist if minor maintenance is required. If there is a need for larger-scale maintenance, the City agrees to notify and consult with the Artist to determine the extent of repairs and develop a plan, which may include artist compensation. If the Artist is unable to oversee larger-scale maintenance and repairs, the City shall have the right to make such necessary maintenance and repairs, as needed. A graffiti-proof, invisible protective layer can be applied to secure years of the Mural's appearance, and subject (safe) removal of any graffiti.
9. **Mural and Site Alterations.** The parties agree that, to the extent allowed by law:
 - a. It is the Artist's intent to retain and publicly display the Mural at the Site for a period of five (5) years. However, all parties acknowledge that circumstances may arise that would make it prudent for the City or Property Owner to remove the Mural from public display. When such circumstance arises, the parties shall confer in good faith about the future status of the Mural.
 - b. The City/Property Owner shall notify Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Mural. The City/Property Owner shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City/Property Owner shall make a reasonable effort to maintain the integrity of the Mural during such alteration.
 - c. If the City/Property Owner are unable to locate and communicate with the Artist, the City/Property Owner shall have discretion whether to display or deaccession the artwork and to determine whether artwork, which has been damaged or destroyed, shall be repaired.
 - d. Consistent with the paragraphs above and in the case of removal, Artist agrees to waive all rights with regard to the work while retaining copyright to the Work.
 - e. The City/Property Owner will not intentionally use the Mural in any manner that would reflect discredit on the Artist's name or reputation as an Artist, or which would violate the spirit of the work.

- 10. Copyright.** Artist reserves all copyrights in the Mural, the preliminary design, and any incidental works made in the creation of the Mural. Artist does; however, grant the City/Property Owner permission to reproduce Mural image for noncommercial purposes. Proper credit will be given to the Artist and attached to every marketing medium that utilizes said piece.
- 11. Title and Ownership of Work.** Upon completion and installation of the work and upon final acceptance by the City, title to the Mural shall pass to the Property Owner.
- 12. Indemnification.** The Licensee/Artist is not, under this Agreement, an employee or agent of the City of Hailey or the Property Owner. The Licensee/Artist covenants and agrees to indemnify, defend and hold Hailey and the Property Owner harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of Licensee/Artist, its agents, employees, assigns or anyone subcontracting with Licensee/Artist, related to damages alleged or proven, that arise out of the Licensee/Artist installation, construction, operation, or maintenance of the mural contemplated herein; to bodily injury, property damage, personal injury and/or death that arise out of the Licensee/Artist construction, operation or maintenance of said mural and to the provision of any service or duty under this Agreement. Licensee/Artist shall have the duty to appear and defend any such demand, claim, suit or action on behalf of Hailey and or the Property Owner, without cost or expense to Hailey and or the Property Owner. The Licensee/Artist agrees fully to indemnify, save and hold harmless the City of Hailey and the Property Owner and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Licensee/Artist, or its agents.
- 13. Modification.** Any modification of the terms of this Agreement, including assignment of rights or obligations, shall be in writing and signed by all parties.
- 14. Termination.** This Agreement shall terminate as outlined in Section 2 provided however, that the City/Property Owner reserves the right to terminate the license granted by this Agreement at any time and for any reason by giving Artists at least thirty (30) days written notice of such termination, except that the City/Property Owner may, at the election of the City/Property Owner, terminate the license immediately without such notices at any time, if (i) Artist fails to comply with or abide by each and all of the provisions of this License Agreement, or (ii) if the continued use of the license presents health or safety hazard.
- 15. Cleanliness of Site.** Artist shall not store, use, or dispose of any toxic or hazardous materials in, on, or about the Site without the prior written consent of City/Property Owner, and shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At the completion of the Mural project, Artist shall remove from and about the Site waste materials, rubbish, Artist's tools, construction equipment, machinery and surplus materials. If Artist fails to clean up as provided herein, the City may do so

and the cost thereof shall be charged to Artist. Artist shall be solely responsible for and will defend, indemnify, and hold City, its agents, and employees, harmless from and against all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the removal, clean-up, and materials necessary to return the Site and any other property of whatever nature located on the Site to their condition existing prior to the appearance of any materials related to the Mural project. Artist's obligations hereunder shall survive the termination of this Agreement.

16. Governmental Powers. It is agreed that, by executing this Agreement, City does not waive or surrender any of its governmental powers or authority.

17. Severability. If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provisions of this Agreement.

18. Miscellaneous.

- a. This Agreement supersedes all prior discussions and contains all agreements and understandings between Artist and City/Property Owner with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by all parties.
- b. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Any provision of this Agreement that would require performance subsequent to the termination or expiration of this Agreement shall likewise survive any such termination or expiration.
- c. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- d. The recitals are incorporated herein by reference as if set forth herein in full.

City of Hailey

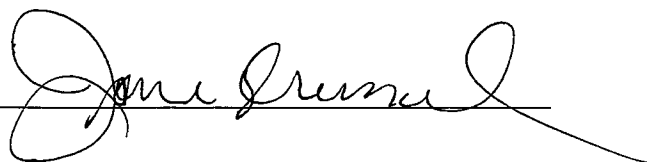
Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Jane Drussel of Jane's Artifacts (Property Owner)

Name: Jane Drussel Signature: _____
Business: Jane's Artifacts
Phone: 708-0848
Email Address: jane@janesartifacts.com
Date: 09/03/19



Kevin M. Fitzpatrick (Licensee/Artist)

Name: Kevin M. Fitzpatrick Signature: Kevin M. Fitzpatrick
Mailing Address: 208 1/2 N. River St., Hailey, ID 83333
Phone: 208-999-2361
Email Address: kevinfitz@gmail.com
Date: 8.28.19

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/2019 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration of Findings of Fact, Conclusions of Law and Decision of a Final Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Parcel B2, Block 4, Sweetwater P.U.D. Townhouses (vacant lot on the corner of Shenandoah Drive and Maple Leaf Drive), to consist of 26 sublots, each unit comprising of approximately 2,796 square feet.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.20
(IF APPLICABLE)

BACKGROUND:

The Council conducted a public hearing on this project on August 26, 2019. After deliberation and discussion, the Council voted to approve the Final Plat, subject to conditions noted in the Findings of Fact. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Sweetwater Townhouses Final Plat.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Sweetwater Townhouses Final Plat.

Date _____
City Clerk _____

FOLLOW-UP:

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

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On August 26, 2019, the Hailey City Council considered and approved a Final Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Parcel B2, Block 4, Sweetwater P.U.D. Townhouses (vacant lot on the corner of Shenandoah Drive and Maple Leaf Drive), to consist of 26 sublots, each unit comprising of approximately 2,796 square feet. The total development comprises of 1.82 acres. This property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review was approved for this project on February 19, 2019.

The Hailey City Council enters these Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice:

Notice for the public hearing was published in the Idaho Mountain Express on August 7, 2019, and mailed to property owners and public agencies on August 7, 2019.

Application:

Sweetwater Communities, LLC, represented by Matt Watson, submitted an Application for a Final Plat of approximately 1.82 acres, to be utilized for residential development. The proposed subdivision would be subdivided into twenty-six (26) sublots, ranging in size of 2,738 square feet to 5,907 square feet. The adjacent uses are residential in nature, zoned Limited Business (LB).

The Hailey City Council considered and approved the Preliminary Plat Application on June 24, 2019, subject to the following conditions (text in italics indicates the status of each condition):

- a) All conditions of the Planned Unit Development approval shall be met. *Improvements have commenced.*
- b) All Fire Department and Building Department requirements shall be met. *Improvements have commenced.*
- c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to:
 - i. Permits shall be obtained for installation of all drywells. *Permits for drywells have been applied for.*
 - ii. A Site Alteration Permit shall be obtained prior to any development occurring. *City Staff and Applicant Team concurred that this was not necessary.*
- d) There are nine (9) roadcuts on Shenandoah Drive. The area of each roadcut shall be approved as part of the Building Permit. More than 25% of the road in cuts will trigger a repave of Shenandoah Drive. *The total number of roadcuts has been reduced to four (4). The*

four (4) roadcuts do not exceed 25% of the roadway. No repave of Shenandoah Drive is necessary at this time.

- e) Preliminary Plat approval is subject to approval of the Flood Hazard Development Permit Application. *The Flood Hazard Development Permit Application was reviewed by the City's Floodplain Manager and approved on July 17, 2019.*
- f) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat. *Improvements have commenced.*
- g) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement. *The Final Plat Application was submitted on July 17, 2019. This item will be heard at City Council on August 26, 2019.*
- h) Any subdivision inspection fees due shall be paid prior to recording the Final Plat. *Any subdivision inspection fees were paid on July 16, 2019.*
- i) Any application development fees shall be paid prior to recording the Final Plat. *Any application development fees have been paid.*
- j) The Applicant shall submit an Erosion Control Plan prior to Final Plat. *An Erosion Control Plan was submitted on August 5, 2019.*
- k) Prior to any future development in the SFHA, the property owner shall be required to obtain a Flood Hazard Development Permit from the City of Hailey for the proposed work. *The Flood Hazard Development Permit Application was reviewed by the City's Floodplain Manager and approved on July 17, 2019. Any future phases of development shall be required to obtain a Flood Hazard Development Permit.*

Procedural History:

The Application was submitted on July 17, 2019 and certified complete on August 5, 2019. A public hearing before the Planning and Zoning Commission was held on June 3, 2019. The Hailey Planning and Zoning Commission unanimously recommended approval to the Hailey City Council. The Hailey City Council reviewed and approved the Preliminary Plat Application on July 8, 2019.

A public hearing before the Hailey City Council for the Final Plat Application was held on August 26, 2019, which received unanimous approval by Council members.

CHAPTER 16.05.080: ISSUANCE OF PERMITS:

No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept

sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception:

Building permits may be issued for any building in a development for which plats have been recorded and security provided, but the streets have not yet been completed with asphalt due to winter conditions. In such instances, the street shall be constructed as an all-weather surface to City Standards to the satisfaction of the City Engineer, and shall be kept clear to the satisfaction of the Fire Chief. No Final Inspection approval or Certificate of Occupancy shall be granted until all improvements, including asphalt, have been installed, inspected and accepted.

This condition applies to new construction. Notice of this requirement is hereby given to the Applicant, and included as a recommended Condition of Approval. This standard will be met.

CHAPTER 16.03: PROCEDURE:

16.03.030 Final Plat Approval:

- A. The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.**

The Final Plat has been prepared by a professional land surveyor and was submitted on July 17, 2019, within one-year of the Preliminary Plat. The Council found that this standard has been met.

- C. The administrator shall review the final plat application to ensure that the application submitted is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.**

The Council found that the Final Plat is consistent with the Preliminary Plat approval by the Planning and Zoning Commission. Conditions of Preliminary Plat approval have been met or have been carried over. Any changes to Conditions of Approval related to the plat are shown in strike-underline; Conditions of Approval THAT have been met are shown in strike-through.

Department Comments:

Life/Safety: The current Preliminary Plat and Final Plat reflect all changes and revisions recommended and requested by the City Engineer.

Public Works (Streets): The current Preliminary Plat and Final Plat reflect all changes and revisions recommended and requested by Public Works.

Standards of Evaluation:

CHAPTER 16.04: DEVELOPMENT STANDARDS:

Development Standards were reviewed in detail during the Preliminary Plat approval process. Please refer to the Preliminary Plat Findings of Fact, Conclusions of Law and Decision. No changes have been made to the plat since Preliminary Plat approval.

CHAPTER 16.05: IMPROVEMENTS REQUIRED:

16.05.010 Minimum Improvements Required:

It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards, which are attached hereto as Exhibit "A." Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.

A. Plans Filed, Maintained:

Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.

Upon approval, six (6) copies of all plans will be filed with the City Engineer. All other requirements of this section will be enforced by the City Engineer or designee. This standard will be met.

B. Preconstruction Meeting:

Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.

A Preconstruction Meeting was held on June 4, 2019. The Council found that this standard has been met.

C. Term of Guarantee of Improvements:

The Developer shall guarantee all improvements pursuant to this Chapter for no less than one year from the date of approval of all improvements as complete and satisfactory by the City Engineer, except that parks shall be guaranteed and maintained by the Developer for a period of two years.

The Developer is hereby required to guarantee all improvements pursuant to this Section for no less than one-year from the date of approval of all improvements, as complete and satisfactory by the City Engineer. This standard will be met.

16.05.020 Streets, Sidewalks, Lighting, Landscaping:

The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.

Construction of the above improvements is currently underway. The asphalt pave of Windmill Way will be completed by September 10, 2019 (image below depicts progress of Windmill Way). It is anticipated

that curb and gutter will be installed on August 23, 2019. Power will be installed on August 26, 2019, and the Applicant Team would like to install sidewalks prior to power. Landscaping, irrigation and street signage are planned to be installed in the near future, dates yet to be determined. This standard will be met.



A. Street Cuts:

Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year.

Roadcuts have been made along Shenandoah Drive. The total number of roadcuts has been reduced to four (4). The four (4) roadcuts do not exceed 25% of the roadway. No repave of Shenandoah Drive is necessary at this time. The Council found that this standard has been met.

B. Signage:

Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.

Street name signs and traffic control signs shall be erected by the Developer. At this time, dates are still to be determined. This standard will be met.

C. Streetlights:

Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of chapter 17.08C of this code.

Power installation is planned for August 26, 2019. Street lights will go up after installation and inspection. This standard will be met.

16.05.030 Sewer Connections:

The Developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The Developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.

Wastewater services have been installed and connections have been made. Wastewater lines were pressure tested on August 19, 2019. The Council found that this standard has been met.



16.05.040 Water Connections:

A. Requirements:

The Developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.

Water services have been installed and connections have been made. Water lines were pressure tested on August 19, 2019. The Council found that this standard has been met.

B. Townsite Overlay District; Insulation:

Within the Townsite Overlay District, where water main lines within the alley are less than six feet (6') deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.

N/A

16.05.050 Drainage:

The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative.

Drywell Permit Applications have been applied for. The inlet box and drywell(s) will be installed prior to curb and gutter installation on August 23, 2019. This standard will be met.

16.05.060 Utilities:

The Developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.

Utilities are planned to be installed on August 26, 2019. This standard will be met.

16.05.070 Parks, Green Space:

The Developer shall improve all parks and Green Space areas as presented to and approved by the Hearing Examiner or Commission and Council.

N/A, as Park/Green Space is existing and was developed accordingly:

The prior rezone of the subject property, effective May 5, 2005, was pursuant to a Development Agreement that identified the park contribution the owner, or any subsequent owners, would be required to make upon development of the parcel. The required contribution was [a] creation of park space four-tenths (.4) of an acre in size, to be provided for the residents residing in the development,

which “shall be developed as undedicated park space in conformity with Section 4.10 or 16.04.110 of the Hailey Subdivision Ordinance pertaining to park standards”, and [b] a payment to the City of \$390,000 as an in-lieu parks contribution for 1.2 acres.

A 1.6-acre Park/Open Space was constructed to benefit the residents of the development. Per the Development Agreement dated April 25, 2005, any foregoing payments and designated improvements shall be deemed final and conclusive as to the park land improvements for the development of the property. No additional park land improvements will be required by the City, other than as set forth in the Development Agreement, or agreed to, in writing.

No revisions to this provision were made in subsequent amendments. The Council found that this standard has been met.

16.05.080 Installation to Specifications; Inspections:

All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.

The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost. This standard will be met.

16.05.090 Completion; Inspections; Acceptance:

Installation of all infrastructure improvements must be completed by the Developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.

The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost. This standard will be met.

- A. The Developer may, in lieu of actual construction, provide to the City security pursuant to subsection 16.03.030I of this title, for all infrastructure improvements to be completed by Developer after the Final Plat has been signed by City representatives.**

This is not anticipated at this time. The Developer has plans to install and/or improve infrastructure prior to recordation of Final Plat. The Council found that this standard has been met.

16.05.100 As Built Plans and Specifications:

Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of “as-built plans and specifications” certified by the Developer’s engineer shall be filed with the City Engineer.

This standard will be met.

CONCLUSIONS OF LAW

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

1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.

DECISION

The Final Plat Application for Sweetwater Communities, LLC, represented by Matt Watson, to be located at Parcel B2, Block 4, Sweetwater P.U.D. Townhouses (vacant lot on the corner of Shenandoah Drive and Maple Leaf Drive), meets the standards of approval set forth in the Hailey Municipal Code, and has been approved by the Hailey City Council, subject to the following conditions, (a) through (c), as noted below.

- a) All conditions of the Planned Unit Development approval shall be met.
- b) All Fire Department and Building Department requirements shall be met.
- c) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.

PASSED BY THE HAILEY CITY COUNCIL and approved by the Mayor this ___ day of _____, 2019.

Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/2019 **DEPARTMENT:** Comm. Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Request for approval to hold a special event, the event being Wood River High School Homecoming Parade, to be held on Main Street, from Myrtle Street to Cedar Street (Friday, September 27, 2019, from 3:30 p.m. to 4:30 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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommendation to approve a special event, the event being Wood River High School Homecoming Parade, to be held on Main Street, from Spruce Street to Pine Street (Friday, September 27, 2019, from 3:30 p.m. to 4:30 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 Wood River High School Homecoming Parade, 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 9th day of September 2019.

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 Wood River High School to be held on Main Street, from Myrtle Street to Cedar Street, (Friday, September 27, 2019, from 3:30 p.m. to 4:30 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 9th day of September 2019.

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



RECEIVED
SEP 03 2019
CITY OF HAILEY

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: WRHS Homecoming

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

Main Street (line up on River 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.

Date(s) of Event	Hours	Estimated # of Attendees
9/27/19	Start Time: <u>3:30</u> End Time: <u>4:30</u>	All Day:
	Start Time: End Time:	All Day:
Date(s) of Set-up/Tear-down	Hours	Estimated # Staff
	Start Time: End Time:	
	Start Time: End Time:	

II. FEES

Special Event Permit Application Fee \$125 125

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% \$125

TOTAL DUE

III. ORGANIZATION INFORMATION

Sponsoring Organization: Wood River High School - Student Council

Applicant's Name: Becky Duncan Title: Advisor

Address: 1250 Fox Acres Rd City: Hailey State: ID Zip: 83313

Telephone Home: 208-578-5020 Mobile: 208-421-8849 FAX: _____

Applicant Driver's License #: FA11D1541 Email: rbornhof@duncan@blaine-schools.org

IV. EVENT INFORMATION

New Event: Yes _____ No X Annual Event: Yes X No _____ Years Operating _____

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): 0

Description of Event: Homecoming Parade

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: Hub Int'l Agent Name: _____ Phone: 208-788-7488

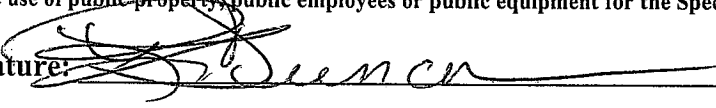
SPECIAL EVENT ACTIVITIES PLANNED

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.)

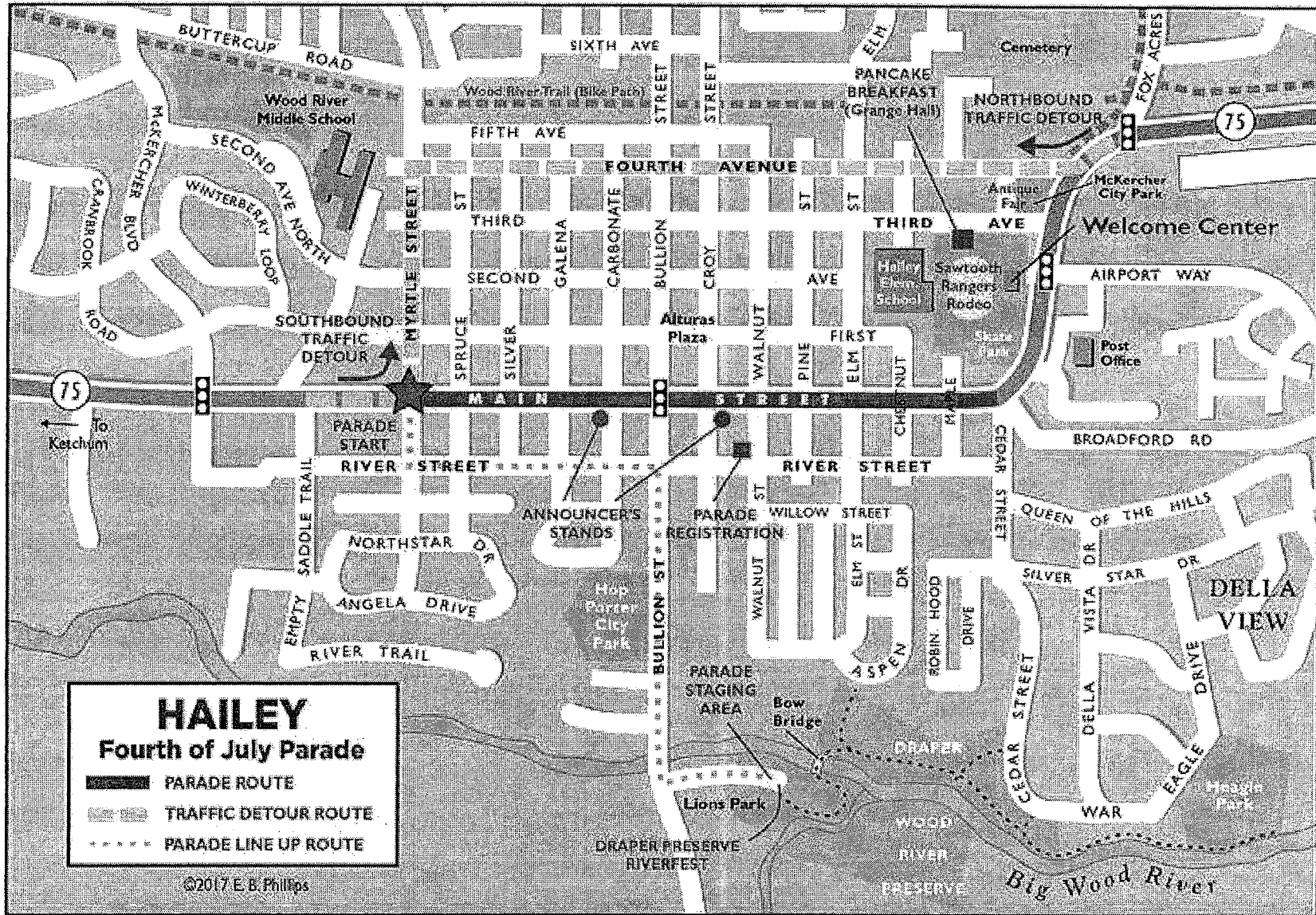
Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
X		Street Closures & Access / Parade (if yes) • Street Closure for Special Event Application and detailed map listing areas of closure are required. <i>An ITD permit and separate City form is required for Main Street Closures.</i> • Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.		X	Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -
X		Barricades If yes, please include a logistics map and # of barricades applicant is providing.		X	Food/Beverages (Caterers) Please List:
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.		X	Booths: Profit / Non-Profit
X		Barricades If yes, please include a logistics map and # of barricades applicant is providing.		X	Vendors (Items sold/ Solicitation) Please list:
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.		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.
		Electricity / Generators: Size: _____	X		Signs or Banners *A separate application and fee are required for street banners.
	X	Electricity / Generators: Size: _____	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
	X	Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type.	#	#	Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
		Electricity / Generators: Size: _____	#	#	

		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.		X	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	Overnight Camping Please see City for designated areas.		X	Open flame or flame producing devices
	X	Gray Water Barrel / Grease Barrel			
				X	Open flame or flame producing devices Stages: (Number and Size(s))

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: 9/3/19

★ Hailey Days of the Old West Parade Route ★



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/2019 DEPARTMENT: PW DEPT. HEAD SIGNATURE: BY

SUBJECT:

Motion to approve a special event, the 2nd Annual Hailey Hispanic Heritage Festival, to be held at Roberta McKercher Park on Saturday, September 21st, 2019, from 11:00am until 10:00pm. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Lago Azul, in Hailey, is sponsoring the 2nd Annual Hailey Heritage Festival. This event will celebrate Hispanic Heritage month by celebrating diverse culture and bringing the community together to a family fun festival. With set up and tear down the same day, this event will take place on Saturday, September 21, 2019.

Payment in full and submitted insurance certificate are contingent to special event approval.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve a special event, the 2nd Annual Hailey Hispanic Heritage Festival, to be held at Roberta McKercher Park on Saturday, September 21st, 2019, from 11:00am until 10:00pm. **ACTION ITEM**

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 *Additional/Exceptional Originals to:

Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____



SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: 2nd Annual Hailey Hispanic Heritage Fest

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 Mckercher 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 with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Includes rows for September 21st event and Sept 21st set-up/tear-down.

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... Promoted locally and regionally...

Tax (on park rental fees only) 6% TOTAL DUE 4443

III. ORGANIZATION INFORMATION

Sponsoring Organization: Lago Azul Restaurant Applicant's Name: Chris Castillo Title: Owner Address: 14 W. Croy St. City: Hailey State: ID Zip: 83333

IV. EVENT INFORMATION

New Event: Yes No Annual Event: Yes No Years Operating 2018 Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): \$500-1000. Description of Event: Celebration of our diverse culture bringing the community together to a Sun family fest. Also celebrating Hispanic Heritage month.

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.

Insurance Company: Agent Name: Phone: Updated: 11/9/2016 (Attach any additional pages as needed)

		<p>Applicant will be charged \$35/hr. for EMS Standby.</p> <p>Amplified Sound-- (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</p>			<p>Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</p>
	X	<p>Overnight Camping Please see City for designated areas.</p> <p>Lighting: please attach plan if applicable.</p>			<p>Water: Drinking / Washing</p>
	X	<p>Overnight Camping Please see City for designated areas.</p>			<p>Open flame or flame producing devices</p>
	X	<p>Gray Water Barrel / Grease Barrel</p>			
					<p>Open flame or flame producing devices Stages: (Number and Size(s))</p>

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: Herbert Romero Date: 9/4/19

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.)

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade (if yes) • Street Closure for Special Event Application and detailed map listing areas of closure are required. <i>An ITD permit and separate City form is required for Main Street Closures.</i> • Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.	X		Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -
	X	Barricades If yes, please include a logistics map and # of barricades applicant is providing.	X		Food/Beverages (Caterers) Please List: <i>Lago Azul, KB's, Hailey Coffee Co, Sun Valley Ice Shave</i>
	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.	X		Booths: Profit / Non-Profit - Resource S - Mental Health - food -
		Barricades If yes, please include a logistics map and # of barricades applicant is providing.	X		Vendors (Items sold/ Solicitation) Please list: <i>food, clothe, toys</i>
	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.	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 <i>10 by 10</i>
	X	Electricity / Generators: 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.	X		Signs or Banners *A separate application and fee are required for street banners.
	X	Electricity / Generators: Size: _____	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
	X	Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type.	# 2	#	Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
	X		#	#	



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 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: Herbert Romero Phone: 208/309-5902
 Address of Applicant: 14 W. Croy St
 Type of Event: 2nd Hailey Hispanic Heritage Fest.
 Location of Event: Roberta Mckercher Park
 Date of Event: Sept 21st 2019 Number of People Expected: 250
 Time of Amplification: From 11 a.m to 9:30

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: Herbert Romero Date: 9/4/19

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: _____

<input type="checkbox"/> Permit Approved (For City Use Only) <input type="checkbox"/> Not Approved (check reason below) <input type="checkbox"/> Use of the equipment would constitute a detriment to traffic safety; <input type="checkbox"/> The issuance of the permit would be otherwise detrimental to the public health, safety or welfare; <input type="checkbox"/> The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community; <input type="checkbox"/> The applicant would violate the provisions of this Code or any other law.
--

NOTIFICATION OF AMPLIFIED SOUND EVENT

I, Herbert, of Roberta Mc Kercher Park
(Name of Applicant) (Address of event)

intend to hold an event with amplified sound on Sept 21st, between the hours of
(Date)

11 and 9:30
(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 208/309-5902
(Phone number at event)

so that I may correct the decibel level of the sound.

Thank you for your cooperation.

Signature: Herbert Romney Date: 9/4/19

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
(Date)

_____ and _____
(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: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/2019 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Renewal of Alcohol Beverage Licenses

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

New Owners

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

____ 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:

Approve the following Alcohol Beverage License contingent on HPD approval and submittal of required documents.

Lago Azul The Red Shoe

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



ALCOHOL BEVERAGE LICENSE

APPLICATION FOR:

Liquor	\$562.50	<input checked="" type="checkbox"/>	<u>562.50</u>
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

Total Amount Due:

962.50

APPLICATION IS:

New License
 Renewal

Applicant Name: Ned Williamson

Business Name: N & H Pub, LLC

Business Address: 107 South Main Street

Mailing Address: PO Box 274 Hailey ID 83333

Business Phone: 208-788-6688

Property Owner (if different from applicant): Steve Hogan

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Alcohol License (copy attached) and the Blaine County Alcohol License (copy attached)

[Signature]
Applicant Signature

8/26/2019
Date

Subscribed and sworn to before me this

26 day of August, 2019

[Signature]
City Clerk or Designee

OFFICIAL USE ONLY	
State License No.	<u>4290</u>
County License No.	<u>117</u>
City License No.	<u>620</u>
Date Approved by Council	_____
Chief of Police Approval	_____

2020

BLAINE COUNTY
STATE OF IDAHO

No. 117

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT N & H PUB LLC
 doing business as THE RED SHOE
 at 107 S MAIN ST. HAILEY, ID 83333
 a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

Dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Draft and Bottled or Canned Beer	100.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor- HAILEY	187.50
Retail Wine	0.00
Wine by the Drink	0.00
Special Wine (Sunday)	0.00

TOTAL FEE: 287.50

[Handwritten Signature]

 Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 07/31/2020.

Witness my hand and seal this 6th day of August, 2019.

Jacob Greenberg

 Chairman

Dick Forberg

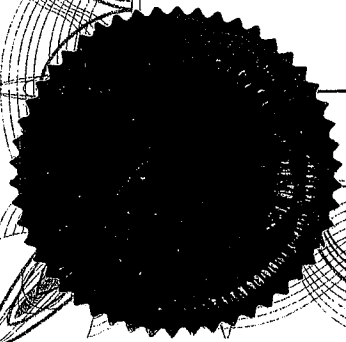
 Commissioner

Angus McCarty

 Commissioner

[Handwritten Signature]

 Clerk of the Board of County Commissioners



State of Idaho

Idaho State Police

Cycle Tracking Number: 111822
ISLD ID: 7867

Premise Number: 5B-52
Incorporated City

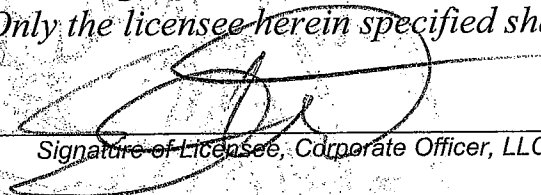
Retail Alcohol Beverage License

License Year: 2020
License Number: 4290

This is to certify, that N & H Pub LLC
doing business as: The Red Shoe

is licensed to sell alcoholic beverages as stated below at:
107 S Main St, Hailey, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate.


Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Kegs to go	No	
Restaurant	Yes	<u>\$0.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Growlers	No	

N & H PUB LLC
THE RED SHOE
PO BOX 274
HAILEY, ID 83333
Mailing Address

TOTAL FEE: \$800.00

License Valid: 08/01/2019 - 07/31/2020

Expires: 07/31/2020



Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



ALCOHOL BEVERAGE LICENSE

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>

Total Amount Due:

200
200

400

APPLICATION IS:

New License
 Renewal

Applicant Name: Christopher Castillo
 Business Name: Lago Azul Mexican Restaurant
 Business Address: 14 Croy St. W Suite A
 Mailing Address: 14 Croy St. W Suite A Hailey ID 83333
 Business Phone: 578-1700
 Property Owner (if different from applicant): _____

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Alcohol License (copy attached) and the Blaine County Alcohol License (copy attached)

Chris Castillo
 Applicant Signature

8.23-19
 Date

Subscribed and sworn to before me this

23 day of August, 2019.

[Signature]
 City Clerk or Designee

<i>OFFICIAL USE ONLY</i>	
State License No.	<u>13492</u>
County License No.	<u>129</u>
City License No.	_____
Date Approved by Council	_____
Chief of Police Approval	_____

2020

BLAINE COUNTY
STATE OF IDAHO

No. 129

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT LAGO AZUL MEXICAN RESTAURANT LLC
 doing business as LAGO AZUL MEXICAN RESTAURANT
 at 14 W CROY ST, HAILEY, ID 83333
 a(n) LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

Dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Draft and Bottled or Canned Beer	100.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor-	0.00
Retail Wine	0.00
Wine by the Drink	100.00
Special Wine (Sunday)	0.00

TOTAL FEE: 200.00

Chris Castillo
 Signature of Licensee or Officer of Corporation

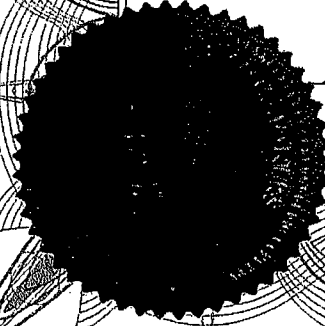
This license is TRANSFERABLE and EXPIRES 07/31/2020.
 Witness my hand and seal this 20th day of August, 2019.

Jacob Greenberg
 Chairman

Angus McCarty
 Commissioner

Dick Forney
 Commissioner

Leticia Rando for Godeyann Drago
 Clerk of the Board of County Commissioners



State of Idaho

Idaho State Police

Premise Number: 5B-13492 **Retail Alcohol Beverage License**

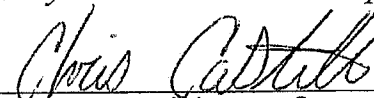
Cycle Tracking Number: 112142

License Year: 2020

License Number: 13492

This is to certify, that Lago Azul Mexican Restaurant LLC
doing business as: Lago Azul Mexican Restaurant
is licensed to sell alcoholic beverages as stated below at:
14 W Croy St, Hailey, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.



Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No
Beer	Yes <u>\$50.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Kegs to go	No
Restaurant	Yes <u>\$0.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Multipurpose arena	No
Growlers	No

TOTAL FEE: \$150.00

LAGO AZUL MEXICAN RESTAURANT LLC
LAGO AZUL MEXICAN RESTAURANT
14 W CROY ST

HAILEY, ID 83333
Mailing Address

License Valid: 08/01/2019 - 07/31/2020

Expires: 07/31/2020



Director of Idaho State Police

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/19 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 12, 2019 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:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> 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 AUGUST 12, 2019
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Council President Martha Burke. Present were Council members Jeff Engelhardt, Kaz Thea, and Pat Cooley. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

Mayor Fritz Haemmerle not in attendance.

5:30:31 PM call to order by Martha Burke

Burke announced that we are pulling tonight's presentation and we will have it in two weeks at our next meeting.

Open Session for Public Comments:

No public comments

CONSENT AGENDA:

- CA 266 Motion to approve Resolution 2019-071, authorizing Artist Contract Agreement with Jacob Novinger for the Myrtle Street Pathway Connector, for a \$4,910 art installation. ACTION ITEM
- CA 267 Motion to adopt Resolution 2019-072, authorizing an agreement with Asphalt Systems, Inc., in an estimated amount of \$21,422.60, for purchase and application of a Polymer Asphalt Surface Sealer emulsion for the 2019 chip seal work ACTION ITEM
- CA 268 Motion to adopt Resolution 2019-073, authorizing an agreement with Syringa for fiber phones for the Hailey Police Department
- CA 269 Motion to authorize the Mayor to sign the Conditional Use Permit Application to Blaine County for approval of a snow storage area to be located at 89 Croy Creek Road, Hailey. ACTION ITEM
- CA 270 Motion to approve the special event, Hailey Hot Car Super Summer Show "Diversity Driven", to be held at McKercher Park on Saturday, August 24, 2019 from 10:00 am until 6:00p.m. ACTION ITEM
- CA 271 Motion to approve amendments to a previously approved Special Event Proprietary Agreement with the DrSwanMusic, LLC to hold Summer's End The Draper Rendezvous at Lions Park on August 24th, 2019. ACTION ITEM
- CA 272 Motion to approve Alcohol License Renewals ACTION ITEM
- CA 273 Motion to approve taxi schedule fare ACTION ITEM
- CA 274 Motion to approve minutes of July 22, 2019 and to suspend reading of them ACTION ITEM
- CA 275 Motion to approve claims for expenses incurred during the month of July, 2019, and claims for expenses due by contract in August, 2019 ACTION ITEM
- CA 276 Motion to approve Treasurer's Reports for the month of July, 2019 ACTION ITEM

5:31:35 PM Simms CA 269 pulls

5:31:43 PM Engelhardt, pg. 111 minutes, CA 274

Simms pulls CA 271

HAILEY CITY COUNCIL MINUTES
August 12, 2019

Cooley moved to approve all consent agenda items minus CA 269, CA 271 and CA 274, seconded by Engelhardt, motion passed with roll call vote. Engelhardt, yes. Cooley, yes, Thea, yes. Burke, yes.

5:33:31 PM CA 269, CUP, Simms ask that council make a motion to authorize council president to sign since the Mayor is out of town since this is a time-sensitive matter.

CA 269 - Cooley moves to authorize Council President Burke to sign the Condition Use Permit, seconded by Thea. Motion passed with roll call vote. Engelhardt, yes. Thea, yes. Cooley, yes. Burke, yes.

CA 271 – Simms lets council know that Luke Henry, event organizer is present tonight, he is bringing the Draper Preserve Festival, it is the new music festival in a few weeks.

5:34:57 PM Henry speaks, Event is Aug. 24th, will have 10 bands in Lions Park, noon to 11 pm time change asking for an hour earlier start, at 11 am. Henry has booked bands all week long throughout the valley. Including a late-night show at The Red Shoe. Food and art vendors coming from Boise.

5:36:40 PM Thea moves to approve CA 271, amended Aug 24th 11 am to 11 pm, second by Engelhardt. Motion passed with roll call vote, Engelhardt, yes. Cooley, yes. Thea, yes. Burke, yes.

5:37:18 PM Burke looking at the minutes. Engelhardt looking at page 108, time 6:43:17, please strike the word “is” and replace with “was” Engelhardt.

5:38:30 PM Cooley moves to approve minutes as amended, Engelhardt seconds. Motion passed with roll call vote. Engelhardt, yes. Cooley, yes. Thea, yes. Burke, yes.

MAYOR’S REMARKS:

MR 277 Candidate filing period opens August 26, 2019 for elected office, including Hailey’s mayor, council seat 4 (Pat Cooley, incumbent) and Council Seat 3 (Jeff Engelhardt, incumbent documents) (no

5:39:19 PM Martha Burke announces upcoming election year, and welcomes those interested in running for office to do so.

PROCLAMATIONS AND PRESENTATIONS:

PP 278 Presentation by Community Development Department on resiliency efforts documents) (no

5:39:53 PM Burke we will present this at the next meeting.

PUBLIC HEARINGS:

HAILEY CITY COUNCIL MINUTES
August 12, 2019

PH 279 Public Hearing on a final Plat application for Carbonate View Subdivision represented by Galena Engineering on behalf of W Squared, LLC for Tax Lot 8364 S. 9 & 16, T2N, R18E, Hailey. The property has received preliminary plat approval to be resubdivided into fourteen (14) single family lots, ranging in size from 7,000 square feet to 9,047 square feet. All of the lots will have frontage on W. Chestnut Street. Parcel B is proposed as a 60' wide public right-of-way, dedicated to the City and containing a public pathway and fire access lane, subject to future reconstruction for use as a local street (extension of Almond Street) upon undergoing a public hearing process and determination of need by the City Council. This 60-foot wide Parcel B connects to Parcel A within the Sherwood Forest Subdivision, thereby connecting Carbonate Street and Robin Hood Drive. The project is located in the General Residential (GR) Zoning and Floodplain Overlay Districts. **THIS ITEM TO BE CONTINUED ON THE RECORD TO SEPTEMBER 9, 2019** (no documents)

5:40:24 PM Cooley makes a motion to continue this item to the Sept. 9th meeting, Thea seconds. Motion passed with roll call vote. Engelhardt, yes. Cooley, yes. Thea, yes. Burke, yes.

PH 280 Public hearing and consideration of Resolution 2019-____; authorizing water and wastewater rates to become effective September 25, 2019, with proposed water metered rates increasing 9% and proposed wastewater user rates increasing 10% **ACTION ITEM**

5:41:08 PM Brian Yeager, each year we look at user fees and connection fees based on equivalent dollar value and number of connections. Those connection fees are going up 3.5 % for water and 4.8% for Wastewater. The other 2 fees are user fees, the Wastewater user fee. We are looking to fully fund the budget, these fees have not raised since 2014, for the last 5 years, these have been the same. Water user fees, 3 component, user fee, bond payment fee (being reduced from \$3.18 to \$3.02) and base fee is dropping -.6%, and will see an increase of approx. 9% for the water user fee. Yeager explains that when water conservation measures are implemented, then rate goes up for other users.

5:45:11 PM Dawson explains, the Wastewater user budget is only going up 4%, the fee increase needs to be greater.

5:45:37 PM Engelhardt, in high rain years, customers using less water, costs go up, rates increase. Yeager, it costs X dollars per year to operate the system and if only very little water is used, we still have costs to split between all users.

5:46:24 PM Cooley it is a philosophical question, if you are not producing you don't have power costs. The fact is that we have an appreciated system to maintain, final costs is still there to maintain that system.

Public Comment

5:47:08 PM Tony Evans with the Idaho Mountain Express, if someone is using less water, and saving money, going to lower tiered rate to save money. If not, it is a no-win situation, to conserve on irrigation.

5:48:21 PM Yeager responds to Evans question. The city has many users, in order for water volume to decrease all users must conserve, it is more likely that few individuals will reduce usage and they would move down in the tiered user fee bracket. We must make sure that the user fees are set so that the operation rate is covered. The tiered rate structure remains the same, each rate increases at a 9% rate increase.

5:50:17 PM Cooley, by law the city can increase fees annually by 4%, without notice. Hailey has not increased rates in 5 years.

5:51:08 PM Burke, water and wastewater are separate funds and they must fund themselves.

5:51:51 PM Cooley moves to adopt Resolution 2019-074, adopting the new water and wastewater fees as presented, seconded by Engelhardt. Motion passed with roll call vote. Engelhardt, yes. Cooley, yes. Thea, yes. Burke, yes.

PH 281 Public Hearing on FY 2020 Budget, with consideration and possible first reading of appropriation ordinance, and authorization to certify property tax increase of 3% to Blaine County and Idaho State Tax Commission ACTION ITEM

5:52:45 PM referring to page 170 in packet, Burke suggests council have discussion on categories.

Thea asked to hear from Tree Committee, letter was handed out tonight?

5:54:21 PM Burke, discussion of budget categories.

Mountain Rides funding discussion 5:55:03 PM Thea, this was my request based on Mountain Rides presentation an answer to the question, if they don't get the \$2,000 what would happen.

5:55:55 PM Burke, asked Horowitz to share comments on funding of Economic Development and how it helps Hailey.

5:56:25 PM Horowitz, every year Sun Valley Economic Development puts out fact sheets regarding occupancy rates, job rates equal, our job balances equal Ketchum and Sun Valley now. Horowitz would not have this information unless provided by this group. Harry Griffith has spent a lot of time over the last year trying to find a business to occupy the King's space, he brought in an out of area group trying to recruit a tenant. They are a huge resource to us, and would be supportive of more.

5:58:21 PM Burke, there is a new request from Sun Valley Institute.

5:58:38 PM Burke asks Linda Reis from the Tree Committee to talk.

HAILEY CITY COUNCIL MINUTES
August 12, 2019

5:58:51 PM Thea, adds to Sun Valley Economic Development discussion, she has attended their event the last 2 years. Their workshop was beneficial, and she learned why a town square is important, how to revitalize downtown areas and useful to our city.

6:00:00 PM Burke asks Linda Reis if she'd like to speak. Reis speaks to council, refers to a letter from Tree Committee that they voted on in their July meeting. Ecosystems Science Foundation, out of Boise, have been writing grants to Idaho Dept. of Lands (IDL) for landscape restoration. These are forestry funds for grants to help us with urban forest. Wood River Valley, IDL wants to do some evaluation, we've had several meetings, Ketchum is on board, Sun Valley is on board, Blaine County is involved too. Amount requested, \$41,500, total with Hailey's amount \$4,100 6:03:52 PM Burke asks if this amount is flexible? 6:04:43 PM Linda responds, this is important to Hailey. Reis, this is a first step, they would help the city plan for the future. Burke, hoping this would be an inventory and help with River Street.

6:06:54 PM Thea, this is not just about tree cover. Burke, is this just one year. Reis, not sure what this is. Reis, first year is the assessment, looking at all trees.

6:08:19 PM Cooley, asked Yeager where would this expense come from in his budget, and what would you give up to do this? Yeager, responds we have other money in a special project fund, in parks, general fund. Water user fee funds part of general fund. And in streets dept., have a line item of \$45,000, and then there is a 3rd line item that would be used to pay this amount.

6:09:33 PM Horowitz spoke to council. We would like to support this but can we give a bit less?

6:10:38 PM Reis thinks we might be able to give less.

Public comment:

There were no public comments.

6:11:09 PM Engelhardt, looking at deliverables on this project, would provide a GIS land cover assessment, he thinks since rain forests are disappearing, not sure how in our little community we have so many trees. What benefit would this be to Hailey citizens? Engelhardt likes the idea but is skeptical of taking away from other city budgets to fund this.

6:13:10 PM Cooley, we are taking a lot out of the street department, coming in at this late time, for asking, too late to change our budget right now. Street dept. would be taking money from an already strained budget.

6:14:14 PM Thea, 5B restoration local group could be a good idea. Thea is in support of this. but can we support it at a lessor level?

6:15:57 PM Burke suggested breaking out items separately.

HAILEY CITY COUNCIL MINUTES
August 12, 2019

Dawson, asked Burke, do you want to check to see if the public understood that public comment was open on all of these items?

Public comment:

6:16:29 PM Gwendolen Holly, a county resident, will this be shared? Reis, this is just the beginning.

Back to council, 6:17:45 PM Burke, not the right time for Hailey, would ask to vote on just this item.

6:19:10 PM Scott Lewis, a county resident comments on the tree topic, thinks they are asking to get baseline data for trees in the area. Then determine where to go from there. Feels this is important.

6:20:08 PM Horowitz, this is not a new item, this was put in CD and Parks budget, it did not survive the balancing process.

Dawson the project will go forward without us if we don't contribute.

6:22:24 PM This would be more meaningful with a bigger picture, Engelhardt.

6:22:46 PM Burke is disinclined to support; don't think we can support it.

Thea wants to do this, \$4,100. Engelhardt, not the right time to participate.

6:24:53 PM Mountain Rides funding, Dawson it is shown out of the LOT revenue.

Public comments:

6:26:13 PM there are no public comments.

Engelhardt is good, Cooley in support. Thea in support.

6:26:33 PM Regarding Sun Valley Economic Development funding, Thea, we use their data and it is useful data.

Cooley, is in support of this funding.

No public comments.

Sun Valley institute funding discussion:

6:28:14 PM Erica Linson, has worked at the institute for the last 4 years, moved from the bay area recently. She has been in and out of the valley for 30 years. Linson gave an overview, Blaine County resilience workshops, define risks in valley, 10 solutions out of working groups. A structure that would support joint collaboration. 3 main goals, joint goals on tree, regional collaboration, working with non-profits, increase community engagement. Help with

HAILEY CITY COUNCIL MINUTES
August 12, 2019

communication. 3rd goal to create long term thinking and economic and environmental challenges. With community engagement, how do we promote trust in relationships. Creating social cohesion. 6:34:08 PM Sonoma created a new office, recover and resilience after the fires 2 years ago. Many cities have sustainability and resilience officers. Looking ahead with future challenges that has structure to respond to stress.

6:35:17 PM Burke how do you see your involvement with or without \$1,000. Linson responds, Amy is willing to advise without funding, answered Linson. Burke, what are other communities funding? Sun Valley and Ketchum not funding, Blaine County, haven't received an answer yet.

6:36:59 PM Gwendolen Holley speaks, History of Sun Valley author, she has just come home. Responds to question about handouts, the glossy stuff came from individual donors.

Public comment

6:38:26 PM Scott Lewis, a Sun Valley Institute board member, explains what the funding would help with - regional collaboration. Our broad goal, want to be a broad catalyst and engage the community.

6:40:05 PM Thea, our last conversation on the Tree topic, their analysis would have helped the Tree grant. They are trying to analyze the best way to collaborate this task.

6:41:13 PM Burke adds, we also need to fix the solar panels on the Wastewater treatment plant.

6:42:04 PM Scott Lewis comments again. They produced the brochure for the conference.

Public comment closed.

6:42:47 PM Engelhardt, was skeptical at first, then reads from letter. Not sure what we get, feasibility study for the office. Our local level, not sure how we'd do anything different. Thinks what you are doing is great.

6:44:56 PM Cooley, echoes some of Engelhardt's comments. We have immediate needs in nuts and bolts, doesn't see the benefit to Hailey. Maybe next year we can consider contributing if you come earlier in our budget process.

6:46:16 PM Thea, it is unfortunate that the other municipalities are not supporting this cause.

6:46:47 PM Burke adds, when other cities contribute, come back to us.

Burke asks do you want to fund this? Engelhardt, not at this time. Cooley, not at this time.

6:48:01 PM Dawson, if you want to reduce your budget by \$1,000, you can re-appropriate it to another fund or business. Cooley responds, we have pressing capital needs.

Burke, asks do we want to allocate it to streets?

HAILEY CITY COUNCIL MINUTES
August 12, 2019

6:49:56 PM Cooley moves to approve FY 2020 budget (\$15,554,939) by adopting Ordinance No. 1247, and authorize the reading by title only. Thea, seconds. Dawson adds the appropriation ordinance is on Page 183 of packet, and Cone adds that the next Ordinance number is 1247. Motion passed with roll call vote. Thea, yes. Cooley, yes. Engelhardt, yes. Burke, yes.

6:51:30 PM Burke conducts the 1st Reading of Ordinance No. 1247, by title only.

PH 282 Public Hearing on Ord. No. _____, repealing dangerous animal section of Hailey Municipal Code, Section 06.04.040 ACTION ITEM

6:52:42 PM Simms explains this item, this coincides with the state's adoption and effective law of dangerous dogs. Simms has discussed this with the Police Chief, and he wants to repeal this section of our city code.

No Public comments.

Cooley, is good to go.

6:55:00 PM Thea moves to adopt Ordinance No. 1248, repeal the dangerous animal section of Hailey Municipal Code, 06.04.040, Cooley seconds, conduct first reading by title only. Motion passed with roll call vote. Engelhardt, yes.

6:55:38 PM Burke conducts 1st Reading of Ordinance No. 1248, by title only

STAFF REPORTS:

6:56:33 PM Yeager, the Myrtle Street project is moving along nicely, there will be a request for a project extension, he will ask the Mayor to sign and have ratified in the next meeting. Want until Aug 30th, far ends of project. Most of blocks 1st through 4th will be substantially complete by August 16th.

6:58:21 PM Yeager explains the reason for the delay and saving \$104,000 on the project. 2nd project is property exchange with school district, and water rights for a property out Croy Canyon. Earlier in the meeting, you approved a CUP, we want to move forward and negotiate an exchange. Next school board meeting is tomorrow night. School may discuss asking for more water rights.

7:00:51 PM Howard Royal with the school district speaks, we've been discussing this for 3 years. School district developed the well to use the City's owned water rights and is using that well.

7:02:19 PM Royal discusses in the current Memorandum, there is an option to buy a water right. Yeager is in process of developing a new Memorandum of Understanding. This will be discussed tomorrow night at the school board.

7:03:38 PM Engelhardt how do you value a water right? Hate for city to give away this right.

HAILEY CITY COUNCIL MINUTES
August 12, 2019

7:04:19 PM Howard Royal comments again. Yeager will bring this back to council.

3rd project, upcoming is the chip seal project, it is a significant project including many streets in woodside, Airport Circle and Cobblestone Lane, starts next week a 3-week window of time.

4th project the 2018 Idaho Water Resource Board still has money left in this grant. Hoping to bundle that with the 2019 grant, and move forward with larger project but cannot. Yeager, will try to do a quick project to use the 2018 remaining funds, a ditch along the east side of War Eagle, 2 feet wide, a few culverts under driveways. 2019 money I for the culvert under War Eagle Drive.

7:07:53 PM Yeager concludes, he might be moving fast with these documents too.

7:08:20 PM Dawson Blaine County has received a grant for an electric charging station in Hailey on their property in the alley behind the annex building, it is the EVSE grant. Horowitz, added we will be getting a charging station at the car wash on 3rd.

With no further business, the meeting was adjourned at 7:10 pm.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/19 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 26, 2019 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:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> 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 AUGUST 26, 2019
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:28 P.M. by Mayor Fritz Haemmerle. Present were Council members Jeff Engelhardt, Kaz Thea, Pat Cooley, and Martha Burke. Staff present included City Attorney Chistopher P. Simms, City Administrator Heather Dawson, and Deputy City Clerk Nancy Arellano.

5:28:48 PM Call to order by Mayor Fritz Haemmerle.

Open Session for Public Comments:

5:29:01 PM Luke Henry speaks. Henry thanks council for allowing the Summer's End- The Draper Rendezvous event this past weekend. Haemmerle thanks Henry. People enjoyed it. Thea comments she attended. It was fun. Henry did a fantastic job. Haemmerle encourages Henry to come back next year.

5:30:13 PM Herbert Romero speaks. Romero thanks council for allowing the Hailey Car Show at McKercher park. It was a success. They even had someone come down from Caldwell. Haemmerle thanks Romero encouraging him to come back next year.

CONSENT AGENDA:

- CA 287 Motion to accept Kiwanis Club donation of play equipment for Keefer Park **ACTION ITEM**
- CA 288 Motion to approve Resolution 2019-074 authorizing Extension of Mountain Rides Transportation Authority Joint Powers Agreement until September 30, 2023. **ACTION ITEM**
- ~~CA 289 Motion to approve Resolution 2019-075 authorizing Maintenance Agreement between City of Hailey and Upper Big Wood River Grange for exterior maintenance of Fire Station and Grange properties within Hailey Block 2 **ACTION ITEM**~~
- CA 290 Motion to adopt Resolution 2019-076, authorizing the Mayor's signature on an agreement with Skyline Excavation & Grading in the amount of \$42,681, to construct drainage improvements on the east side of War Eagle Dr. **ACTION ITEM**
- CA 291 Motion to adopt Resolution 2019-077, authorizing the Mayor's signature on an agreement with Dwell Construction in the amount of \$48,960, to construct the Carbonate View pathway / fire lane. **ACTION ITEM**
- CA 292 Motion to adopt Resolution 2019-078, authorizing the Mayor's signature on an agreement with Apollo Construction to repair the sewer service for the Heagle Park restrooms, in an amount of \$14,068. **ACTION ITEM**
- CA 293 Motion to adopt Resolution 2019-079, authorizing the Mayor's signature on an agreement with Morgan's Fine Finishes to stain/paint the Hop Porter Park play structure, for an amount of \$11,280. **ACTION ITEM**
- ~~CA 294 Motion to adopt Resolution 2019-080, ratifying the mayor's signature on Change Order No. 2, extending the contract time on the Myrtle St. Connector **ACTION ITEM**~~
- CA 295 Motion to approve Alcohol License Renewals **ACTION ITEM**
- CA 296 Motion to approve taxi driver application for new driver with Wood River Taxi **ACTION ITEM**

- CA 297 Motion to ratify claims for expense during the month of July, 2019 **ACTION ITEM**.....
- CA 298 Motion to approve claims for expenses incurred during the month of July, 2019, and claims for expenses due by contract in August, 2019 **ACTION ITEM**.....

5:30:49 PM Dawson, pulls CA 289 and CA 294.

Dawson speaks on CA 289, there's a new agreement Attorney Simms made an edit.
 Dawson speaks on CA 294, would like to ratify the Council President's signature rather than the Mayor's signature.

Burke moves to approve all consent agenda items minus CA 289 and CA 294, seconded by Cooley. Motion passed with a roll call vote. Engelhardt, yes. Burke, yes. Cooley, yes. Thea, yes.

Simms speaks on CA 289, contemplation on not only a lot line adjustment application but a quitclaim. Simms added language to the document to reflect as such.

5:32:40 PM Burke motions to approve CA 289 with the current Memorandum of Understanding presented tonight seconded by Thea. Motion passed with a roll call vote. Engelhardt, yes. Burke, yes. Cooley, yes. Thea, yes.

Burke motions to ratify the council presidents' signature seconded by Engelhardt. Motion passed with a roll call vote. Thea, yes. Cooley, yes. Burke, yes. Engelhardt, yes.

MAYOR'S REMARKS

MR 299 Candidate filing period opened today and runs August 26 – September 6, 2019 for elected office, including Hailey's mayor, council seat 4 (Pat Cooley, incumbent) and Council Seat 3 (Jeff Engelhardt, incumbent) (no documents)

5:33:33 PM Mayor Haemmerle reminds everyone the candidate filing period opened today and runs from August 26th through September 6th ending at 5p.m. The positions open are for Mayor, Council seat 4- currently occupied by Pat Cooley, and Council seat 3- currently occupied by Jeff Engelhardt. Citizens interested can contact the city for information on the requirements. Citizens can sign a petition with 5 signatures or pay a fee.

5:34:38 PM Mayor Haemmerle speaks on an item from the Staff Reports. There will be a ribbon cutting at (newly named) Kiwanis Park known as Balmoral Park. The Kiwanis Club has made outstanding donations to the park. A gazebo and playground structure have been added. It will be renamed the Kiwanis Park. The ribbon cutting is on September 4th from 6pm to 8p.m. Mayor Haemmerle encourages all to see it.

PROCLAMATIONS AND PRESENTATIONS:

PP 300 Presentation by Community Development Department on resiliency

5:35:25 PM Rebecca Bundy presents to Council. About two months ago, Bundy met with Council President Burke and Community Development Director, Lisa Horowitz and later met with Mayor Haemmerle and City Administrator, Heather Dawson to discuss reviving the city sustainability efforts and creating a resiliency committee. In the committee are Rebecca Bundy, Lisa Horowitz, Martha Burke, Kaz Thea, Scott Runkle, Rob Lonning, Herbert Romero, and Ericka LInson. Bundy begins with the projections of what happens if we don't address our greenhouse gas emissions. Three pillars of action are converting to renewable energy, ecosystem conservation, and regenerative agriculture. Bundy speaks on Hailey's progress to date beginning with the year 1996 as the first city in the valley to offer curbside recycling. From there, the hillside ordinance, the Blue sky ordinance and in 2007 the mayor signed the US climate protection agreement. The city has created a Tree Committee and hired an Arborist to create better tree canopy. We are picking up where Mariel Miller left off. 5:42:40 PM Bundy asks Council for their input on mission statement and objectives. The name that was chosen for the committee is Hailey CAN! – Climate Action Now! (H-CAN!) 5:45:32 PM The committee is looking at a year's worth of water, electricity, and gas. The actions underway- Electricity, Natural Gas, and Water. The committee is interviewing each department to learn about their operations, challenges, and look for opportunities to save water and energy. Bundy speaks on the Wastewater Treatment Facility and the biosolids project. Instead of sending a truck six to seven times a week to Ohio Gulch, it is now once a week saving on diesel and working on energy efficiency. 5:47:11 PM The committee is researching plans from other jurisdictions and exemplifies Boise and Aspen, Colorado. Bundy speaks on what the next steps are.

5:49:36 PM Mayor Haemmerle comments Bundy and her group did a nice job establishing objectives. Mayor Haemmerle, climate change is very real. The challenge will always be what deliverables will be. The committee is off to a good start. Mayor Haemmerle suggests to remove the exclamation point at the end of the name.

5:51:48 PM Cooley, having gone through similar monitoring and evaluation programs in his work, there are some real and financial gains to be made working with the Idaho Power Cohort and some of the other vested parties in this. There are similar grants out there bringing forward this kind of awareness.

5:52:01 PM Thea states she is excited and encouraged by the group. Lead by example. Optimistic.

5:52:38 PM Engelhardt is looking forward to the committee.

5:52:49 PM Burke is grateful it is in the budget. Burke thanks Bundy. 5:53:24 PM Bundy adds she works with Ketchum on a volunteer basis and is working with a consultant. Ketchum was able to pay her salary with grants and incentives. We are going to try to leverage every penny.

5:54:08 PM Mayor Haemmerle speaks to Bundy. It seems you have an agreed upon group to work with. All our committees are appointed and voted on. Haemmerle suggests a list of people who will serve and council will appoint them. Haemmerle, come back in a few weeks. 5:54:32 PM Burke states Thea thought of the name, Climate Action Network. Haemmerle, when we do

the appointments, we can decide on the name. Horowitz adds they are looking to create a liaison with the Tree Committee. Tree canopy is important. They are waiting to hear back.

PUBLIC HEARINGS:

PH 301 Consideration of a Final Plat Subdivision Application by Sweetwater Communities, LLC, represented by Matt Watson, for a new subdivision to be located at Parcel B2, Block 4, Woodside Subdivision #25 (vacant lot on the corner of Shenandoah Drive and Maple Leaf Drive), to consist of 26 sublots, each unit comprising of approximately 2,796 square feet. The total development comprises of 2.408 acres. This property is subject to a PUD Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review was approved for this project on February 19, 2019 and the Preliminary Plat was approved by Council July 8, 2019 ACTION ITEM

5:55:17 PM Horowitz begins. This is the final plat for Sweetwater. This phase has 26 sublots. Variety of homes going in. They are well underway with project infrastructure.

5:56:29 PM Matt Watson and Cameron Spencer are here tonight. Watson, nothing has changed from the preliminary plat seen a few weeks ago. Watson, have been moving forward with site improvements.

5:58:19 PM Open session for public comment.

5:58:27 PM Jane Drussel asks, what is the price range for the houses? Spencer answers, the section in front of council tonight are duplexes with a starting price of \$367,900. There are 26 units and 13 total buildings of duplexes.

Horowitz to council, the condition that have been met are crossed off. A-C

Burke motions to approve the Final Plat application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Parcel B2, Block 4, Sweetwater P.U.D Townhouses (vacant lot on the corner of Shenandoah Drive and Maple Leaf Drive), Finding that the application meets all City Standards, and that Conditions (A) through (C) are met seconded by Engelhardt. Engelhardt, yes. Burke, yes. Cooley, yes. Thea, yes.

NEW BUSINESS:

NB 302 Consideration of the Hailey Arts and Historic Preservation Commission recommended Artist for a mural on the north wall of Jane's Artifacts and motion to adopt Resolution 2019-_____, authorizing the Mayor's signature on an agreement between the City of Hailey, Jane Drussel of Jane's Artifacts and Kevin M. Fitzpatrick, artist, for art installation on the north wall of Jane's Artifacts, to be located at 106 S. Main Street ACTION ITEM

6:01:14 PM Horowitz begins. Right before this meeting we were able to see the historic part of the Arts & Historic Preservation work and now we get to the art part. Horowitz describes the artwork and reads the artist's statement. There is a Great Horned Owl, perched near Bow Bridge in the Draper Preserve.

6:03:52 PM Jane Drussel speaks. It is beautiful, would have liked to see deer, moose, or elk. It is absolutely fabulous. Tourists love going around looking at these murals. The colors are gorgeous.

Mayor Haemmerle asks if anyone has seen the mural at the Elementary School? Haemmerle encourages to go see it. The paintings are making the city bright, vibrant, and an attractive living community.

6:05:05 PM Horowitz, Attorney Simms has made small changes to the agreement. Simms, refers to the indemnification language.

6:05:57 PM Mayor Haemmerle asks if he gets hurt? Simms, it's at his own risk.

6:06:13 PM **Cooley motions to approve Resolution 2019- 081, authorizing the Mayor's signature on the agreement between the City of Hailey (as amended by Simms), Jane Drussel of Jane's Artifacts and with Kevin Fitzpatrick, Artist, for a mural to be painted on the north wall of Jane's Artifacts with the indemnification language added by Attorney Simms. seconded by Thea. Motion passed with roll call vote. Engelhardt, yes. Cooley, yes. Burke, yes. Thea, yes.**

OLD BUSINESS:

OB 303 2nd and/or 3rd Reading of Ordinance 1247, appropriating annual expenditures for fiscal year 2020. ACTION ITEM

6:06:51 PM Mayor Haemmerle suggests to proceed with a second reading to give the public more time to comment. Cooley agrees.

6:08:45 PM **Mayor Haemmerle conducts the second reading of Ordinance No. 1247, by title only.**

OB 304 2nd and/or 3rd Reading of Ordinance 1248, repealing the dangerous animal section of Hailey municipal code. ACTION ITEM

6:09:31 PM **Burke motions to waive second reading and proceed with the third reading of Ordinance No. 1248, repealing the dangerous animal section of Hailey's municipal code, by title only seconded by Cooley. Engelhardt, yes. Burke, yes. Cooley, yes. Thea, yes.**

6:10:26 PM **Mayor Haemmerle conducts the third reading of Ordinance No. 1248, by title only.**

STAFF REPORTS:

6:11:19 PM Hailey Fire Chief Aberbach informs council on August 29th several members of the Fire Department are being recognized by the County Commissioners for a motor vehicle accident they responded to on Hwy 20. It will be on August 29th at lunchtime at the County Courthouse.

6:13:09 PM Public Works Director Brian Yeager informs council on Hop Porter Park, approved for new paint at the play structure. The chip sealing project is complete. It was scheduled over a period of three days but completed in two. On the third day, they completed the Old Cutters neighborhood which had not been planned on.

Haemmerle adds the chip sealing process is better now than it has been in the past.

6:15:11 PM Thea states she will miss the next city council meeting.

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

6:16:57 PM Simms announces an executive session is needed tonight.

Thea moves to go into Executive Session to discuss Real Property Acquisition (IC 74-206(1)(c) seconded by Burke, motion passed with roll call vote at 6:16:57 PM.

6:55:54 PM Mayor Haemmerle and council came out of Executive Session and concluded the meeting at 6:56:07 PM

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 08/28/2019 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of August 2019.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review report's, ask questions about expenses and procedures, ratify claims for payment.

FOLLOW UP NOTES:

Report Criteria:
Vendor: Vendor Number = 4654

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
4654 ROBERTSON, CHUCK										
1019	1	IP Installation Syringa Fiber connection to Blaine Cou	Invoice	08/19/2019	08/28/2019	333.33	333.33	100-15-41313		819
1019	2	IP Installation Syringa Fiber connection to Blaine Cou	Invoice	08/19/2019	08/28/2019	333.33	333.33	200-15-41313		819
1019	3	IP Installation Syringa Fiber connection to Blaine Cou	Invoice	08/19/2019	08/28/2019	333.34	333.34	210-15-41313		819
Total 4654 ROBERTSON, CHUCK:						1,000.00	1,000.00			
Total :						1,000.00	1,000.00			
Grand Totals:						1,000.00	1,000.00			

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-15-41313	333.33	.00	333.33
200-15-41313	333.33	.00	333.33
210-15-41313	333.34	.00	333.34
Grand Totals:	1,000.00	.00	1,000.00

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
08/19	1,000.00	.00	1,000.00
Grand Totals:	1,000.00	.00	1,000.00

Report Criteria:

Vendor: Vendor Number = 9560,4653

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
4653 PROF. BULL RIDING / JUSTIN ANDRADE										
2019 D	1	8.3.19 PBR RODEO EVENT DEPOSIT REFUND	Invoice	08/22/2019	09/09/2019	1,000.00	1,000.00	100-00-20314		919
Total 4653 PROF. BULL RIDING / JUSTIN ANDRADE:						1,000.00	1,000.00			
9560 SILVER CREEK FORD										
8/27/19	1	WHITE F-350 CREW CAB W.	Invoice	08/27/2019	09/09/2019	44,441.00	44,441.00	200-60-41539		919
Total 9560 SILVER CREEK FORD:						44,441.00	44,441.00			
Total :						45,441.00	45,441.00			
Grand Totals:						45,441.00	45,441.00			

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-20314	1,000.00	.00	1,000.00
200-60-41539	44,441.00	.00	44,441.00
Grand Totals:	45,441.00	.00	45,441.00

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
09/19	45,441.00	.00	45,441.00

Return to Agenda

AGENDA ITEM SUMMARY

DATE 09/09/19

DEPARTMENT: Finance & Records

DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of August 2019 that are set to be paid by contract for September 2019.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Claims are processed for approval three times per month under the following procedure:

1. Invoices received, approved and coded to budget by Department Head.
2. Invoice entry into data base by finance department.
3. Open invoice report and check register report printed for council review at city council meeting.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria:

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

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
08/29/2019	PC	09/05/2019	90520	ARELLANO, NANCY	8005	1,346.07-
08/29/2019	PC	09/05/2019	90521	CONE, MARY M HILL	8009	1,228.54-
08/29/2019	PC	09/05/2019	90524	STOKES, BECKY	8013	1,611.78-
08/29/2019	PC	09/05/2019	90522	DAWSON, HEATHER M	8014	2,606.35-
08/29/2019	PC	09/05/2019	90519	ANDERSON, TRACY	8021	1,245.10-
08/29/2019	PC	09/05/2019	90523	LILES, MELODY M	8100	94.20-
08/29/2019	PC	09/05/2019	90525	TABER, BRENDA Y	8189	878.95-
08/29/2019	PC	09/05/2019	90530	WALLER, MADISON D	8190	199.48-
08/29/2019	PC	09/05/2019	90529	PARKER, JESSICA L	8111	1,134.59-
08/29/2019	PC	09/05/2019	90528	HOROWITZ, LISA	8049	1,920.19-
08/29/2019	PC	09/05/2019	90527	DAVIS, ROBYN K	8060	1,123.57-
08/29/2019	PC	09/05/2019	90526	BUNDY, REBECCA F	8098	961.51-
08/29/2019	PC	09/05/2019	90547	WARD, CASEY R	9099	83.54-
08/29/2019	PC	09/05/2019	90540	LANGE, JEREMY W	9004	151.45-
08/29/2019	PC	09/05/2019	90534	BOATMAN, MICHAEL L	9006	59.10-
08/29/2019	PC	09/05/2019	90541	LOHRKE, CONNOR W	9008	921.76-
08/29/2019	PC	09/05/2019	90545	STOCKING, WINDI G	9023	120.05-
08/29/2019	PC	09/05/2019	90539	KNOX III, RUSSELL B	9024	205.47-
08/29/2019	PC	09/05/2019	90546	STOESZ, CHAD G	9030	12.46-
08/29/2019	PC	09/05/2019	90542	MILEY, SCOTT A	9034	41.56-
08/29/2019	PC	09/05/2019	90535	DAHLEN, LUKE K	9041	12.00-
08/29/2019	PC	09/05/2019	90536	DITMORE, KEVIN D	9045	42.95-
08/29/2019	PC	09/05/2019	90533	BALEDGE, MICHAEL S	9054	1,882.41-
08/29/2019	PC	09/05/2019	90538	HEITZMAN, KRISTY L	9103	626.27-
08/29/2019	PC	09/05/2019	90532	AVILA, JOSE	9108	46.17-
08/29/2019	PC	09/05/2019	90543	PALLAS, MARTIN L	9111	97.74-
08/29/2019	PC	09/05/2019	90544	RINEHART, CADEN J	9115	24.01-
08/29/2019	PC	09/05/2019	46103	YEAGER, KAITLYN R	9117	54.02-
08/29/2019	PC	09/05/2019	90531	ABERBACH, CRAIG S	8175	2,764.76-
08/29/2019	PC	09/05/2019	90537	ERVIN, CHRISTIAN C	8185	1,221.18-
08/29/2019	PC	09/05/2019	90548	BURKE, MARTHA E	8074	724.11-
08/29/2019	PC	09/05/2019	90551	HAEMMERLE, FRITZ X	8076	1,703.80-
08/29/2019	PC	09/05/2019	90549	COOLEY, PATRICK L	8079	224.11-
08/29/2019	PC	09/05/2019	90552	THEA, KAREN J	8106	624.11-
08/29/2019	PC	09/05/2019	90550	ENGELHARDT, JEFFREY	8171	724.11-
08/29/2019	PC	09/05/2019	90555	DOLCE, DEIDRE	8113	1,118.22-
08/29/2019	PC	09/05/2019	90558	GRIGSBY, MICHAL J	8114	1,016.42-
08/29/2019	PC	09/05/2019	90556	FLETCHER, KRISTIN M	8122	1,013.45-
08/29/2019	PC	09/05/2019	90553	COLVILL, LEA N	8092	746.89-
08/29/2019	PC	09/05/2019	90562	PRIMROSE, LAURA A	8102	822.71-
08/29/2019	PC	09/05/2019	90561	PAYETTE, RUBY P	8062	166.23-
08/29/2019	PC	09/05/2019	90557	GELSKEY, LEANN R	8262	1,710.26-
08/29/2019	PC	09/05/2019	90554	CROTTY, JOSHUA M	8283	947.81-
08/29/2019	PC	09/05/2019	90560	MILLS, MORGAN H	1008070	350.93-
08/29/2019	PC	09/05/2019	90559	MILLS, CAITLYN A	8061	883.15-
08/29/2019	PC	09/05/2019	90565	REYES, ANTONIO	8238	1,129.77-
08/29/2019	PC	09/05/2019	90563	COOK, STEPHANIE N	8063	1,464.79-
08/29/2019	PC	09/05/2019	90564	MARTINEZ, DAKOTAH P	8125	887.16-
08/29/2019	PC	09/05/2019	90569	ENGLAND, STEVE J	8143	2,186.31-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
08/29/2019	PC	09/05/2019	90567	CLARKE, EVAN	8144	228.85-
08/29/2019	PC	09/05/2019	90574	LUNA, JOSE	8145	1,458.99-
08/29/2019	PC	09/05/2019	90571	GUNTER, JEFF M	8148	2,155.81-
08/29/2019	PC	09/05/2019	90568	COX, CHARLES F	8161	2,021.30-
08/29/2019	PC	09/05/2019	90577	PECK, TODD D	8167	1,921.17-
08/29/2019	PC	09/05/2019	90576	PALLAS, MARTIN L	8169	1,222.36-
08/29/2019	PC	09/05/2019	90572	LATIMER, JOSHUA L	8120	1,137.42-
08/29/2019	PC	09/05/2019	90573	LEOS, CHRISTINA M	8012	1,604.82-
08/29/2019	PC	09/05/2019	90570	GELSKEY, BRAD S	8002	1,596.96-
08/29/2019	PC	09/05/2019	90566	BAIRD, JACY DAVE	8183	1,680.83-
08/29/2019	PC	09/05/2019	90578	WALLACE, SHAWNA R	8108	1,697.61-
08/29/2019	PC	09/05/2019	90575	MURPHY, JARED J	8109	1,567.68-
08/29/2019	PC	09/05/2019	90579	WARD, CASEY R	1008287	1,588.92-
08/29/2019	PC	09/05/2019	90580	MARES, MARIA C	8251	1,036.04-
08/29/2019	PC	09/05/2019	90581	YEAGER, BRIAN D	8107	1,925.98-
08/29/2019	PC	09/05/2019	90587	THOMPSON, WYATT F	8172	1,079.74-
08/29/2019	PC	09/05/2019	90588	TURNER, TERRY A	8050	1,350.20-
08/29/2019	PC	09/05/2019	90582	DOMKE, RODNEY F	8097	1,313.73-
08/29/2019	PC	09/05/2019	90586	SCHWARZ, STEPHEN K	8226	2,071.22-
08/29/2019	PC	09/05/2019	90589	WEST III, KINGSTON R	8234	1,154.24-
08/29/2019	PC	09/05/2019	90585	MCGEHEE, CASEY T	8235	1,273.75-
08/29/2019	PC	09/05/2019	90583	FREDERICKSEN, EMMA L	8236	1,095.70-
08/29/2019	PC	09/05/2019	90584	JOHNSTON, JAIMEY P	8243	1,442.83-
08/29/2019	PC	09/05/2019	90591	ELLSWORTH, BRYSON D	8285	1,245.97-
08/29/2019	PC	09/05/2019	90593	PARKER, MICHAEL J	8506	1,178.46-
08/29/2019	PC	09/05/2019	90590	AMBRIZ, JOSE L	7023	1,613.32-
08/29/2019	PC	09/05/2019	90594	SHOTSWELL, DAVE O	7044	1,426.10-
08/29/2019	PC	09/05/2019	90592	HOLYOAK, STEVEN R	8036	1,672.13-
08/29/2019	PC	09/05/2019	90596	HOLTZEN, KURTIS L	8072	1,422.02-
08/29/2019	PC	09/05/2019	90597	MOATS, ZAKARY S	8174	1,041.04-
08/29/2019	PC	09/05/2019	90599	SAVAGE, JAMES L	8204	1,205.81-
08/29/2019	PC	09/05/2019	90595	BALIS, MARVIN C	8225	1,714.25-
08/29/2019	PC	09/05/2019	90598	PETERSON, TRAVIS T	8121	911.51-
08/29/2019	CDPT		0	AFLAC	1	418.05-
08/29/2019	CDPT		0	AFLAC	1	213.75-
08/29/2019	CDPT		0	DELTA DENTAL PLAN OF	2	498.75-
08/29/2019	CDPT		0	DELTA DENTAL PLAN OF	2	49.70-
08/29/2019	CDPT		0	REGENCE BLUE SHIELD	3	2,817.61-
08/29/2019	CDPT		0	NCPERS GROUP LIFE IN	6	104.00-
08/29/2019	CDPT	08/30/2019	90601	MOUNTAIN WEST BANK	8	7,669.14-
08/29/2019	CDPT	08/30/2019	90601	MOUNTAIN WEST BANK	8	7,669.14-
08/29/2019	CDPT	08/30/2019	90601	MOUNTAIN WEST BANK	8	1,793.63-
08/29/2019	CDPT	08/30/2019	90601	MOUNTAIN WEST BANK	8	1,793.63-
08/29/2019	CDPT	08/30/2019	90601	MOUNTAIN WEST BANK	8	8,862.60-
08/29/2019	CDPT		0	IDAHO STATE TAX COMM	9	3,083.00-
08/29/2019	CDPT	08/30/2019	90600	A.W. REHN & ASSOCIATE	21	1,332.24-
08/29/2019	CDPT		0	VSP	26	80.22-
08/29/2019	CDPT	08/30/2019	90602	PERSI	7	6,030.77-
08/29/2019	CDPT	08/30/2019	90602	PERSI	7	9,998.05-
08/29/2019	CDPT	08/30/2019	90602	PERSI	7	3,337.72-
08/29/2019	CDPT	08/30/2019	90602	PERSI	7	4,652.36-
08/29/2019	CDPT	08/30/2019	90602	PERSI	7	3,276.17-
08/29/2019	CDPT	08/30/2019	90602	PERSI	7	177.07-
08/29/2019	CDPT	08/30/2019	90602	PERSI	7	603.89-
08/29/2019	CDPT	08/30/2019	90602	PERSI	7	408.39-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
			<u>96</u>			<u>153,088.21-</u>

Report Criteria:

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
757 ALPINE TREE SERVICE INC.										
41179	1	41179 APHID/MITE APP COURT HOUSE	Invoice	08/05/2019	09/09/2019	140.00	140.00	100-50-41313		919
41203	2	41203 APHID APP MAIN ST, SCALE ELMS MAIN ST	Invoice	08/06/2019	09/09/2019	865.00	865.00	100-50-41313		919
41359	2	41359 REMOVE DEAD TREES AT 210 EASTRIDGE	Invoice	08/15/2019	09/09/2019	1,410.00	1,410.00	100-50-41707		919
41432	1	41432 REMOVE BROKEN BRANCHES AT LIONS A	Invoice	08/21/2019	09/09/2019	450.00	450.00	100-50-41707		919
Total 757 ALPINE TREE SERVICE INC. :						2,865.00	2,865.00			
1913 AMAZON CAPITAL SERVICES										
1979-4	1	1979-47XQ-HC44 LIBRARY SUPPLIES	Invoice	08/13/2019	09/09/2019	29.24	29.24	100-45-41215		919
1FP7-1	1	1FP7-117C-M3L7 LIBRARY SUPPLIES	Invoice	08/16/2019	09/09/2019	39.97	39.97	100-45-41215		919
1J1V-F	1	1J1V-F61M-Q9D4 LIBRARY SUPPLIES	Invoice	08/15/2019	09/09/2019	39.86	39.86	100-45-41215		919
1JVV-P	1	1JVV-PH9M-K1JC LIBRARY SUPPLIES	Invoice	08/16/2019	09/09/2019	28.74	28.74	100-45-41215		919
1RPM-	1	CASE FOR AR 15 X2	Invoice	08/20/2019	09/09/2019	199.98	199.98	100-25-41215		919
1YCW-	1	RIFLE SLING	Invoice	07/25/2019	09/09/2019	37.24	37.24	100-25-41703		919
Total 1913 AMAZON CAPITAL SERVICES:						375.03	375.03			
913 ANDERSON ASPHALT PAVING										
7014	1	7014 BB COURT PATCH LOW AREA - BALMORAL	Invoice	08/13/2019	09/09/2019	500.00	500.00	120-50-41539	18.50.0001.1	919
Total 913 ANDERSON ASPHALT PAVING :						500.00	500.00			
375 ATKINSON'S MARKET										
8/26/19	1	Plaque Ceremony 2019: Cups and Plates	Invoice	08/26/2019	09/09/2019	5.83	5.83	100-20-41709		919
Total 375 ATKINSON'S MARKET :						5.83	5.83			
1971 AXOM ENTERPRISE INC										
SI-1604	1	12 TASER CARTRIDGES FOR HPD	Invoice	08/05/2019	09/09/2019	419.76	419.76	100-25-41217		919
Total 1971 AXOM ENTERPRISE INC:						419.76	419.76			
4214 B&G DIRTWORKS, LLC										
20854	1	20854 TRUCK TRANSPORT - NAMPA-HAILEY	Invoice	08/20/2019	09/09/2019	600.00	600.00	100-40-41403		919
Total 4214 B&G DIRTWORKS, LLC:						600.00	600.00			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
498 BARRY EQUIPMENT & RENTAL										
348847	1	348847 GASKET, THERMOSTAT	Invoice	08/13/2019	09/09/2019	43.52	43.52	100-40-41405		919
349369	1	349369 CREDIT - HARNESS, SPRAYER	Invoice	08/06/2019	09/09/2019	64.08-	64.08-	100-40-41405		919
Total 498 BARRY EQUIPMENT & RENTAL:						20.56-	20.56-			
4660 BELSKY, PAMELA										
8/26/19	1	Refund Remaining Dep. 720 S River St	Invoice	08/26/2019	09/09/2019	66.60	66.60	200-00-20314		919
Total 4660 BELSKY, PAMELA:						66.60	66.60			
5319 BLAINE COUNTY SCHOOL DIST #61										
8/26/19	1	LIBRARY SUMMER READING BOTTLE ROCKET L	Invoice	08/26/2019	09/09/2019	7.50	7.50	100-45-41549	19.45.0007.1	919
Total 5319 BLAINE COUNTY SCHOOL DIST #61:						7.50	7.50			
4662 BROWN, CHAD										
8/21/19	1	Refund CR balance 307 E Spruce St	Invoice	08/21/2019	09/09/2019	47.96	47.96	100-00-15110		919
Total 4662 BROWN, CHAD:						47.96	47.96			
6056 CENTURY LINK										
8/22/19	1	9814 260B	Invoice	08/22/2019	09/09/2019	124.83	124.83	100-15-41713		919
8/22/19	2	9814 260B	Invoice	08/22/2019	09/09/2019	124.83	124.83	200-15-41713		919
8/22/19	3	9814 260B	Invoice	08/22/2019	09/09/2019	124.83	124.83	210-15-41713		919
8/22/19	4	9814 260B	Invoice	08/22/2019	09/09/2019	124.83	124.83	100-25-41713		919
8/22/19	5	9814 260B	Invoice	08/22/2019	09/09/2019	124.83	124.83	100-20-41713		919
8/22/19	6	9814 260B- 33.33%	Invoice	08/22/2019	09/09/2019	53.32	53.32	100-42-41713		919
8/22/19	7	9814 260B- 33.33%	Invoice	08/22/2019	09/09/2019	53.32	53.32	200-42-41713		919
8/22/19	8	9814 260B- 33.33%	Invoice	08/22/2019	09/09/2019	53.32	53.32	210-42-41713		919
8/22/19	9	2211-125b treatment plant	Invoice	08/22/2019	09/09/2019	54.42	54.42	210-70-41713		919
8/22/19	10	2211-125B Water Dept	Invoice	08/22/2019	09/09/2019	54.42	54.42	200-60-41713		919
8/22/19	11	3147 220B HFD	Invoice	08/22/2019	09/09/2019	67.82	67.82	100-55-41713		919
8/22/19	12	5965-737B STREET SHOP	Invoice	08/22/2019	09/09/2019	54.43	54.43	100-40-41713		919
Total 6056 CENTURY LINK:						1,015.20	1,015.20			
4656 CHASE, KAREN ROSSI										
9/3/19	1	Refund CR from CCD billing in error	Invoice	09/03/2019	09/09/2019	129.77	129.77	100-00-15110		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 4656 CHASE, KAREN ROSSI:						129.77	129.77			
4661 CHAVEZ, CARLOS										
8/26/19	1	Refund tenant deposit 200 1st Ave N	Invoice	08/26/2019	09/09/2019	150.00	150.00	200-00-20314		919
Total 4661 CHAVEZ, CARLOS:						150.00	150.00			
670 CITY OF HAILEY W&S DEPT										
AUGUS	1	CITY OF HAILEY STREET SHOP	Invoice	08/30/2019	09/09/2019	1,191.80	1,191.80	100-40-41717		919
AUGUS	2	CITY OF HAILEY INTER CENTER	Invoice	08/30/2019	09/09/2019	40.55	40.55	100-10-41717		919
AUGUS	3	CITY OF HAILEY RODEO PARK	Invoice	08/30/2019	09/09/2019	1,390.21	1,390.21	100-50-41617		919
AUGUS	4	CITY OF HAILEY CITY HALL	Invoice	08/30/2019	09/09/2019	57.45	57.45	100-42-41717		919
AUGUS	5	CITY OF HAILEY CITY HALL	Invoice	08/30/2019	09/09/2019	57.46	57.46	200-42-41717		919
AUGUS	6	CITY OF HAILEY CITY HALL	Invoice	08/30/2019	09/09/2019	57.46	57.46	210-42-41717		919
AUGUS	7	CITY OF HAILEY POLICE DEPT	Invoice	08/30/2019	09/09/2019	228.65	228.65	100-25-41717		919
AUGUS	8	CITY OF HAILEY FIRE DEPARTMENT	Invoice	08/30/2019	09/09/2019	48.26	48.26	100-55-41717		919
AUGUS	9	CITY OF HAILEY TREATMENT PL	Invoice	08/30/2019	09/09/2019	84.57	84.57	200-60-41717		919
AUGUS	10	CITY OF HAILEY TREATMENT PL	Invoice	08/30/2019	09/09/2019	84.58	84.58	210-70-41717		919
AUGUS	11	CITY PARKING LOT- IRRIGATION	Invoice	08/30/2019	09/09/2019	12,624.61	12,624.61	100-50-41717		919
Total 670 CITY OF HAILEY W&S DEPT :						15,865.60	15,865.60			
2954 CLEAR CREEK DISPOSAL -PARKS										
8/22/19	1	Refund billing in error - 4.03330.01	Invoice	08/22/2019	09/09/2019	281.77	281.77	100-00-15110		919
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						281.77	281.77			
7000 CLEARWATER LANDSCAPING										
19-076	1	19-07618 HERBICIDE APP ON WOODSIDE STRIP	Invoice	07/29/2019	09/09/2019	1,100.00	1,100.00	100-50-41313		919
Total 7000 CLEARWATER LANDSCAPING:						1,100.00	1,100.00			
5961 CLEARWATER POWER EQUIPMENT LLC										
080119	1	08011925 ASPHALT SAW PARTS	Invoice	08/01/2019	09/09/2019	229.16	229.16	100-40-41405		919
081219	1	08121947 PRIMER BULB	Invoice	08/12/2019	09/09/2019	2.39	2.39	100-40-41405		919
082719	1	08271906 RECOIL FOR WALK BEHIND HUSTLER	Invoice	08/27/2019	09/09/2019	108.71	108.71	100-50-41405		919
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						340.26	340.26			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
50396 COASTLINE EQUIPMENT										
107486	1	1074868 FILTERS, O-RINGS	Invoice	07/23/2019	09/09/2019	127.88	127.88	100-40-41405		919
107486	2	1074868 OIL	Invoice	07/23/2019	09/09/2019	90.43	90.43	100-40-41719		919
Total 50396 COASTLINE EQUIPMENT:						218.31	218.31			
337 COPY & PRINT LLC										
100014	1	PACKING TAP FOR EVIDENCE	Invoice	08/08/2019	09/09/2019	26.99	26.99	100-25-41211		919
100035	1	100035 COLOR POSTER SIGNS - 2019 CHIP SEAL	Invoice	08/14/2019	09/09/2019	179.85	179.85	100-40-41403	19.40.0005.1	919
100406	1	3'x6' HGMP Map	Invoice	08/20/2019	09/09/2019	73.50	73.50	100-20-41323		919
100406	2	2'x50" HGMP Map	Invoice	08/20/2019	09/09/2019	27.76	27.76	100-20-41323		919
INH-00	1	INH-000152 LIBRARY COPY PAPER	Invoice	08/26/2019	09/09/2019	85.98	85.98	100-45-41215		919
Total 337 COPY & PRINT LLC:						394.08	394.08			
2808 CORE & MAIN LP										
K80012	1	3/4" METER REGISTERS	Invoice	08/19/2019	09/09/2019	7,392.00	7,392.00	220-65-41403		919
K80012	2	1" METER REGISTERS	Invoice	08/19/2019	09/09/2019	2,464.00	2,464.00	220-65-41403		919
K80012	3	METER ADAPTERS	Invoice	08/19/2019	09/09/2019	136.30	136.30	200-60-41403		919
K80012	1	REPAIR CLAMP	Invoice	08/19/2019	09/09/2019	176.16	176.16	200-60-41403		919
Total 2808 CORE & MAIN LP:						10,168.46	10,168.46			
4659 CORTEZ, JENNIFER & RICHARD										
8/26/19	1	Refund CR Bal. 1130 Echo Hill Dr	Invoice	08/26/2019	09/09/2019	110.39	110.39	100-00-15110		919
Total 4659 CORTEZ, JENNIFER & RICHARD:						110.39	110.39			
972 COX COMMUNICATIONS										
8/18/19	1	INTERNET WASTEWATER	Invoice	08/18/2019	09/09/2019	55.20	55.20	210-70-41713		919
8/18/19	2	INTERNET WATER	Invoice	08/18/2019	09/09/2019	55.20	55.20	200-60-41713		919
Total 972 COX COMMUNICATIONS:						110.40	110.40			
601 DEMCO										
666734	1	REPLACEMENT OF OUTSIDE BOOK DROP/ICRMP	Invoice	08/23/2019	09/09/2019	5,209.00	5,209.00	100-45-41549		919
Total 601 DEMCO:						5,209.00	5,209.00			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
4647		DEZURIK INC - BIN# 135058								
RPI/65	1	WW - 18" PLUG VALVE	Invoice	07/24/2019	09/09/2019	5,797.00	5,797.00	210-70-41401		919
Total 4647 DEZURIK INC - BIN# 135058:						5,797.00	5,797.00			
4655		DITMORE, KEVIN								
8/28/19	1	Per diem for HOT Academy -9.6 - 9.8	Invoice	08/28/2019	09/09/2019	137.00	137.00	100-55-41724		919
Total 4655 DITMORE, KEVIN:						137.00	137.00			
8583		D-SWANER WELDING, INC								
15794	1	15794 SUSPENSION REPAIR	Invoice	08/14/2019	09/09/2019	153.96	153.96	100-40-41405		919
Total 8583 D-SWANER WELDING, INC:						153.96	153.96			
3094		ENERGY LABORATORIES, INC.								
258010	1	LAB TESTING WW	Invoice	08/27/2019	09/09/2019	65.00	65.00	210-70-41795		919
Total 3094 ENERGY LABORATORIES, INC.:						65.00	65.00			
1464		FISHER'S TECHNOLOGY								
254028	1	25402872 LIBRARY COPIER CONTRACT	Invoice	08/22/2019	09/09/2019	345.96	345.96	100-45-41325		919
Total 1464 FISHER'S TECHNOLOGY:						345.96	345.96			
5909		FUGATE, JANET								
8/19/19	1	P&Z Stipend 08/19/2019	Invoice	08/19/2019	09/09/2019	56.25	56.25	100-10-41313		919
8/19/19	2	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.12	28.12	200-10-41313		919
8/19/19	3	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.13	28.13	210-10-41313		919
Total 5909 FUGATE, JANET:						112.50	112.50			
213		GALLS, AN ARAMARK COMPANY								
013196	1	SERPA DUTY HOLSTER	Invoice	07/15/2019	09/09/2019	140.37	140.37	100-25-41703		919
013325	1	HPD NAME TAG	Invoice	07/30/2019	09/09/2019	26.58	26.58	100-25-41703		919
Total 213 GALLS, AN ARAMARK COMPANY:						166.95	166.95			
5304		HAWLEY GRAPHICS, INC								
10872	1	Final Plaque Invoice 2019 - #10872	Invoice	12/15/2018	09/09/2019	1,745.75	1,745.75	100-20-41709		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 5304 HAWLEY GRAPHICS, INC:						1,745.75	1,745.75			
8069 HILLSIDE AUTO										
33043	1	SERVICE FOR 2013 HPD FORD INTERCEPTOR	Invoice	08/07/2019	09/09/2019	64.09	64.09	100-25-41415		919
Total 8069 HILLSIDE AUTO:						64.09	64.09			
447 ICRMP										
02071-	1	2/2 annual contribution for 10/01/19 to 9/30/20	Invoice	09/01/2019	09/09/2019	22,837.33	22,837.33	100-15-41709		919
02071-	2	2/2 annual contribution for 10/01/19 to 9/30/20	Invoice	09/01/2019	09/09/2019	22,837.33	22,837.33	200-15-41709		919
02071-	3	2/2 annual contribution for 10/01/19 to 9/30/20	Invoice	09/01/2019	09/09/2019	22,837.34	22,837.34	210-15-41709		919
Total 447 ICRMP :						68,512.00	68,512.00			
2130 IDAHO ASPHALT SUPPLY										
5-4075	1	5-407588 CRS-2R CHIP SEAL	Invoice	08/19/2019	09/09/2019	14,425.75	14,425.75	100-40-41403	19.40.0005.1	919
5-4075	2	5-407619 CRS-2R CHIP SEAL	Invoice	08/19/2019	09/09/2019	14,269.00	14,269.00	100-40-41403	19.40.0005.1	919
5-4075	3	5-408445 CRS-2R CHIP SEAL	Invoice	08/19/2019	09/09/2019	11,889.25	11,889.25	100-40-41403	19.40.0005.1	919
5-4075	1	5-407589 CRS-2R - CHIP SEAL	Invoice	08/18/2019	09/09/2019	14,425.75	14,425.75	100-40-41403	19.40.0005.1	919
Total 2130 IDAHO ASPHALT SUPPLY :						55,009.75	55,009.75			
418 IDAHO CHIEFS OF POLICE ASSOCIATION										
10075	1	REGISTRATION FOR CHIEF OF POLICE	Invoice	07/25/2019	09/09/2019	225.00	225.00	100-25-41723		919
Total 418 IDAHO CHIEFS OF POLICE ASSOCIATION:						225.00	225.00			
671 IDAHO LUMBER & HARDWARE										
777713	1	GLOVE NITRILE / KITCHEN SUPPLIES	Invoice	06/10/2019	09/09/2019	178.07	178.07	100-25-41215		919
783623	1	SCREWDRIVING SET/ DRILL KIT-CHIEF	Invoice	07/21/2019	09/09/2019	139.98	139.98	100-25-41215		919
785852	1	785852 SYRINGE AND TUBE VINYL	Invoice	08/06/2019	09/09/2019	10.72	10.72	100-40-41403		919
786163	1	786163 SAW BLADE	Invoice	08/07/2019	09/09/2019	99.99	99.99	100-40-41403		919
786263	1	786263 KNEELING PAD	Invoice	08/08/2019	09/09/2019	17.98	17.98	100-40-41405		919
786832	1	786832 BRAVO PAINTBRUSH 4"	Invoice	08/13/2019	09/09/2019	25.98	25.98	100-50-41403		919
786861	1	786861 CAUTION TAPE	Invoice	08/13/2019	09/09/2019	9.99	9.99	100-50-41403		919
786918	1	786918 BRAVO PAINTBRUSH 4"	Invoice	08/13/2019	09/09/2019	12.99	12.99	100-50-41403		919
786973	1	786973 SUPERDECK STAIN	Invoice	08/13/2019	09/09/2019	41.99	41.99	100-50-41403		919
786990	1	BOLTS	Invoice	08/13/2019	09/09/2019	41.17	41.17	200-60-41403		919
787119	1	787119 TRASH BAGS	Invoice	08/14/2019	09/09/2019	13.99	13.99	100-50-41403		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
787159	1	787159 SPRAY PAINT	Invoice	08/14/2019	09/09/2019	22.95	22.95	100-40-41403	19.40.0005.1	919
787359	1	787359 STIFF POLY PUSHBROOM	Invoice	08/15/2019	09/09/2019	67.98	67.98	100-40-41403	19.40.0005.1	919
787492	1	787492 TRASH BAGS	Invoice	08/16/2019	09/09/2019	13.99	13.99	100-50-41215		919
K87887	1	K87887 BOLTS, DRILL BIT	Invoice	08/20/2019	09/09/2019	83.29	83.29	100-50-41403		919
Total 671 IDAHO LUMBER & HARDWARE:						781.06	781.06			
5631 IDAHO MATERIALS AND CONSTRUCTION										
500505	1	5005058 19MM ITD SP-3	Invoice	08/07/2019	09/09/2019	442.98	442.98	100-40-41403		919
Total 5631 IDAHO MATERIALS AND CONSTRUCTION:						442.98	442.98			
22433 IDAHO POWER										
8/20/19	1	IP Acct#2204837906 STREET	Invoice	08/20/2019	09/09/2019	1,562.15	1,562.15	100-40-41715		919
8/20/19	2	IP Acct#2204935643 STREET -1811 MERLIN LOO	Invoice	08/20/2019	09/09/2019	389.24	389.24	100-40-41717		919
8/20/19	3	IP Acct#2204935643 HFD	Invoice	08/20/2019	09/09/2019	210.96	210.96	100-55-41717		919
8/20/19	4	IP Acct#2204935643 LIBRARY	Invoice	08/20/2019	09/09/2019	733.34	733.34	100-45-41717		919
8/20/19	5	IP Acct#2204935643 /33%	Invoice	08/20/2019	09/09/2019	138.34	138.34	100-42-41717		919
8/20/19	6	IP Acct#2204935643 /33%	Invoice	08/20/2019	09/09/2019	138.33	138.33	200-42-41717		919
8/20/19	7	IP Acct#2204935643 /33%	Invoice	08/20/2019	09/09/2019	138.33	138.33	210-42-41717		919
8/20/19	8	IP Acct#2204637769 W WATER	Invoice	08/20/2019	09/09/2019	427.98	427.98	210-70-41717		919
8/20/19	9	IP Acct#22062003362 WATER	Invoice	08/20/2019	09/09/2019	11,251.00	11,251.00	200-60-41717		919
8/20/19	10	IP Acct#2206105138 STREET	Invoice	08/20/2019	09/09/2019	56.78	56.78	100-40-41715		919
8/20/19	11	IP Acct#2220558932 LIONS/11 CROY CREEK	Invoice	08/20/2019	09/09/2019	270.89	270.89	100-40-41717		919
Total 22433 IDAHO POWER:						15,317.34	15,317.34			
306 IMPERIAL ASPHALT										
4185	1	4185 CRACK SEAL	Invoice	08/07/2019	09/09/2019	17,891.80	17,891.80	100-40-41403		919
Total 306 IMPERIAL ASPHALT:						17,891.80	17,891.80			
612 INGRAM BOOK COMPANY										
411739	1	Library Books and Materials	Invoice	07/31/2019	09/09/2019	23.87	23.87	100-45-41535		919
411750	1	Library Books and Materials	Invoice	07/31/2019	09/09/2019	59.35	59.35	100-45-41535		919
411750	1	Library Books and Materials	Invoice	07/31/2019	09/09/2019	36.56	36.56	100-45-41535		919
411750	1	Library Books and Materials	Invoice	07/31/2019	09/09/2019	14.56	14.56	100-45-41535		919
411750	1	Library Books and Materials	Invoice	07/31/2019	09/09/2019	29.68	29.68	100-45-41535		919
411750	1	Library Books and Materials	Invoice	07/31/2019	09/09/2019	178.57	178.57	100-45-41535		919
412000	1	Library Books and Materials	Invoice	08/02/2019	09/09/2019	68.38	68.38	100-45-41535		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
412956	1	Library Books and Materials	Invoice	08/08/2019	09/09/2019	45.33	45.33	100-45-41535		919
412957	1	Library Books and Materials	Invoice	08/08/2019	09/09/2019	61.58	61.58	100-45-41535		919
412957	1	Library Books and Materials	Invoice	08/08/2019	09/09/2019	15.11	15.11	100-45-41535		919
412957	1	Library Books and Materials	Invoice	08/08/2019	09/09/2019	15.11	15.11	100-45-41535		919
413363	1	Library Books and Materials	Invoice	08/12/2019	09/09/2019	12.75	12.75	100-45-41535		919
413363	1	Library Books and Materials	Invoice	08/12/2019	09/09/2019	62.14	62.14	100-45-41535		919
413363	1	Library Books and Materials	Invoice	08/12/2019	09/09/2019	15.68	15.68	100-45-41535		919
413363	1	Library Books and Materials	Invoice	08/12/2019	09/09/2019	55.29	55.29	100-45-41535		919
413363	1	Library Books and Materials	Invoice	08/12/2019	09/09/2019	293.40	293.40	100-45-41535		919
413363	1	Library Books and Materials	Invoice	08/12/2019	09/09/2019	230.76	230.76	100-45-41535		919
413538	1	Library Books and Materials	Invoice	08/13/2019	09/09/2019	54.49	54.49	100-45-41535		919
413538	1	Library Books and Materials	Invoice	08/13/2019	09/09/2019	30.42	30.42	100-45-41535		919
414227	1	Library Books and Materials	Invoice	08/16/2019	09/09/2019	14.56	14.56	100-45-41535		919
414227	1	Library Books and Materials	Invoice	08/16/2019	09/09/2019	16.23	16.23	100-45-41535		919
414227	1	Library Books and Materials	Invoice	08/16/2019	09/09/2019	3.35	3.35	100-45-41535		919
414227	1	Library Books and Materials	Invoice	08/16/2019	09/09/2019	628.78	628.78	100-45-41535		919
414664	1	Library Books and Materials	Invoice	08/20/2019	09/09/2019	92.71	92.71	100-45-41535		919
Total 612 INGRAM BOOK COMPANY:						2,058.66	2,058.66			
229 INTEGRATED TECHNOLOGIES										
126534	1	126534 Copies 7.28.19 - 8.27.19	Invoice	08/28/2019	09/09/2019	26.16	26.16	100-55-41325		919
Total 229 INTEGRATED TECHNOLOGIES:						26.16	26.16			
384 INTERMOUNTAIN GAS COMPANY										
7/24/19	1	meter 536199 P/W 33.3%	Invoice	07/24/2019	09/09/2019	1.80	1.80	100-42-41717		919
7/24/19	2	meter 536199 P/W 33.3%	Invoice	07/24/2019	09/09/2019	1.80	1.80	200-42-41717		919
7/24/19	3	meter 536199 P/W 33.3%	Invoice	07/24/2019	09/09/2019	1.81	1.81	210-42-41717		919
7/24/19	4	METER 536199 library	Invoice	07/24/2019	09/09/2019	5.43	5.43	100-45-41717		919
7/24/19	5	meter 520352 PW 1241 WAR EAGLE	Invoice	07/24/2019	09/09/2019	9.79	9.79	100-50-41717		919
7/24/19	6	meter 223166 4297 Glenbrook Shop	Invoice	07/24/2019	09/09/2019	16.64	16.64	210-70-41717		919
7/24/19	7	meter 482629802 HAILEY POLICE-ARMORY	Invoice	07/24/2019	09/09/2019	31.97	31.97	100-25-41717		919
7/24/19	8	meter 517964 Woodside Treatment Plant	Invoice	07/24/2019	09/09/2019	9.79	9.79	210-70-41717		919
7/24/19	9	meter 223157 4297 Glenbrook A	Invoice	07/24/2019	09/09/2019	23.51	23.51	210-70-41717		919
7/24/19	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	07/24/2019	09/09/2019	55.71	55.71	210-70-41717		919
7/24/19	11	meter 475252 WW Treatment Plant	Invoice	07/24/2019	09/09/2019	21.93	21.93	210-70-41717		919
7/24/19	12	meter 529797 STREET 1811 Merlin LP	Invoice	07/24/2019	09/09/2019	16.13	16.13	100-40-41717		919
7/24/19	13	meter 475481 HFD	Invoice	07/24/2019	09/09/2019	19.28	19.28	100-55-41717		919
8/23/19	1	meter 536199 P/W 33.3%	Invoice	08/23/2019	09/09/2019	1.63	1.63	100-42-41717		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
8/23/19	2	meter 536199 P/W 33.3%	Invoice	08/23/2019	09/09/2019	1.63	1.63	200-42-41717		919
8/23/19	3	meter 536199 P/W 33.3%	Invoice	08/23/2019	09/09/2019	1.63	1.63	210-42-41717		919
8/23/19	4	METER 536199 library	Invoice	08/23/2019	09/09/2019	4.90	4.90	100-45-41717		919
8/23/19	5	meter 520352 PW 1241 WAR EAGLE	Invoice	08/23/2019	09/09/2019	9.79	9.79	100-50-41717		919
8/23/19	6	meter 223166 4297 Glenbrook Shop	Invoice	08/23/2019	09/09/2019	9.79	9.79	210-70-41717		919
8/23/19	7	meter 482629802 HAILEY POLICE-ARMORY	Invoice	08/23/2019	09/09/2019	12.96	12.96	100-25-41717		919
8/23/19	8	meter 517964 Woodside Treatment Plant	Invoice	08/23/2019	09/09/2019	9.79	9.79	210-70-41717		919
8/23/19	9	meter 223157 4297 Glenbrook A	Invoice	08/23/2019	09/09/2019	14.53	14.53	210-70-41717		919
8/23/19	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	08/23/2019	09/09/2019	20.88	20.88	210-70-41717		919
8/23/19	11	meter 475252 WW Treatment Plant	Invoice	08/23/2019	09/09/2019	15.07	15.07	210-70-41717		919
8/23/19	12	meter 529797 STREET 1811 Merlin LP	Invoice	08/23/2019	09/09/2019	12.96	12.96	100-40-41717		919
8/23/19	13	meter 475481 HFD	Invoice	08/23/2019	09/09/2019	18.23	18.23	100-55-41717		919
Total 384 INTERMOUNTAIN GAS COMPANY:						349.38	349.38			
330 JANE'S ARTIFACTS										
044964	1	044964 LIBRARY PAPER	Invoice	08/24/2019	09/09/2019	13.98	13.98	100-45-41215		919
044969	1	Invoice#044969	Invoice	08/26/2019	09/09/2019	17.50	17.50	100-20-41211		919
045007	1	45007 LIBRARY SUPPLIES	Invoice	08/28/2019	09/09/2019	43.46	43.46	100-45-41215		919
Total 330 JANE'S ARTIFACTS:						74.94	74.94			
1728 KUBWATER RESOURCES										
08876	1	ZETAG 8868FS POLYMER TOTE	Invoice	08/06/2019	09/09/2019	7,520.38	7,520.38	210-70-41791		919
Total 1728 KUBWATER RESOURCES:						7,520.38	7,520.38			
386 L.L. GREENS										
A52654	1	FASTENERS FOR HPD	Invoice	10/15/2018	09/09/2019	2.10	2.10	100-25-41413		919
A54404	1	TRASH BAGS	Invoice	05/03/2019	09/09/2019	29.98	29.98	100-25-41413		919
A55289	1	OUTDOOR CORD	Invoice	07/17/2019	09/09/2019	120.98	120.98	100-25-41215		919
A55550	1	A555504 ADMIN- IT Syringa Wireless Supplies	Invoice	08/08/2019	09/09/2019	6.58	6.58	100-15-41215		919
A55550	2	A555504 ADMIN- IT Syringa Wireless Supplies	Invoice	08/08/2019	09/09/2019	6.58	6.58	200-15-41215		919
A55550	3	A555504 ADMIN- IT Syringa Wireless Supplies	Invoice	08/08/2019	09/09/2019	6.58	6.58	210-15-41215		919
B31316	1	B313166 ADMIN- IT Syringa Wireless Supplies	Invoice	08/08/2019	09/09/2019	3.50	3.50	100-15-41215		919
B31316	2	B313166 ADMIN- IT Syringa Wireless Supplies	Invoice	08/08/2019	09/09/2019	3.50	3.50	200-15-41215		919
B31316	3	B313166 ADMIN- IT Syringa Wireless Supplies	Invoice	08/08/2019	09/09/2019	3.49	3.49	210-15-41215		919
B31428	1	B314289 FLORAL SHOVEL	Invoice	08/26/2019	09/09/2019	39.98	39.98	100-50-41215		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 386 L.L. GREENS :						223.27	223.27			
639 LAW ENFORCEMENT EQUIPMENT CO.										
207872	1	VEHICLE IMPOUNDMENT	Invoice	08/08/2019	09/09/2019	92.00	92.00	100-25-41215		919
Total 639 LAW ENFORCEMENT EQUIPMENT CO. :						92.00	92.00			
4658 LENUZZA, SERGIO										
8/26/19	1	Refund Cr bal. 220 War Eagle Dr	Invoice	08/26/2019	09/09/2019	128.95	128.95	200-00-20314		919
Total 4658 LENUZZA, SERGIO:						128.95	128.95			
366 LES SCHWAB TIRE CENTER										
117005	1	HPD TIRE	Invoice	07/03/2019	09/09/2019	184.98	184.98	100-25-41415		919
117005	1	11700575136 FLAT REPAIR	Invoice	08/14/2019	09/09/2019	132.75	132.75	100-40-41405		919
Total 366 LES SCHWAB TIRE CENTER:						317.73	317.73			
606 LIBRARY STORE										
418267	1	418267 PROCESSING SUPPLIES	Invoice	08/12/2019	09/09/2019	466.44	466.44	100-45-41215		919
Total 606 LIBRARY STORE:						466.44	466.44			
2081 LINNET, SAM										
8/19/19	1	P&Z Stipend 08/16/2019	Invoice	08/19/2019	09/09/2019	56.25	56.25	100-10-41313		919
8/19/19	2	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.12	28.12	200-10-41313		919
8/19/19	3	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.13	28.13	210-10-41313		919
Total 2081 LINNET, SAM:						112.50	112.50			
1847 LOHRKE, CONNER										
8/28/19	1	Per Diem for HOT Academy 9.6 - 9.8	Invoice	08/28/2019	09/09/2019	137.00	137.00	100-55-41724		919
Total 1847 LOHRKE, CONNER:						137.00	137.00			
928 MAGIC VALLEY LABS, INC.										
13323	1	WWTP LABS	Invoice	08/27/2019	09/09/2019	519.00	519.00	210-70-41795		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 928 MAGIC VALLEY LABS, INC.:						519.00	519.00			
4657 MAZA, SHANNON										
8/26/19	1	Refund Remaining dep. 1923 Briarwood Dr	Invoice	08/26/2019	09/09/2019	9.64	9.64	200-00-20314		919
Total 4657 MAZA, SHANNON:						9.64	9.64			
4495 MIDWEST TAPE										
977379	1	Library materials for collection	Invoice	08/02/2019	09/09/2019	22.49	22.49	100-45-41535		919
977379	1	Library Books and Materials	Invoice	08/02/2019	09/09/2019	139.96	139.96	100-45-41535		919
977594	1	Library Books and Materials	Invoice	08/09/2019	09/09/2019	294.87	294.87	100-45-41535		919
977771	1	Library Books and Materials	Invoice	08/12/2019	09/09/2019	44.98	44.98	100-45-41535		919
977912	1	Library materials for collection	Invoice	08/16/2019	09/09/2019	249.38	249.38	100-45-41535		919
977912	1	Library materials for collection	Invoice	08/16/2019	09/09/2019	39.99	39.99	100-45-41535		919
Total 4495 MIDWEST TAPE:						791.67	791.67			
251 NAPA AUTO PARTS										
981029	1	WW FILTERS	Invoice	07/25/2019	09/09/2019	6.98	6.98	210-70-41415		919
981817	1	981817 CUP HOLDER	Invoice	07/31/2019	09/09/2019	10.41	10.41	100-40-41405		919
981852	1	981852 FIRE EXTINGUISHER	Invoice	08/01/2019	09/09/2019	69.45	69.45	100-40-41405		919
981965	1	981965 LAMP BRACKETS	Invoice	08/01/2019	09/09/2019	30.63	30.63	100-40-41405		919
982036	1	982036 CUP HOLDER	Invoice	08/02/2019	09/09/2019	10.41	10.41	100-40-41405		919
982434	1	982434 REMAN STARTER	Invoice	08/06/2019	09/09/2019	132.29	132.29	100-40-41405		919
982471	1	982471 STARTER HEAT SHIELD	Invoice	08/06/2019	09/09/2019	38.79	38.79	100-40-41405		919
982602	1	982602 ELECTRIC FUEL PUMP	Invoice	08/07/2019	09/09/2019	72.20	72.20	100-40-41405		919
982603	1	982603 STRAIGHT CORD TESTER	Invoice	08/07/2019	09/09/2019	17.66	17.66	100-40-41423		919
982889	1	#982889 Battery	Invoice	08/08/2019	09/09/2019	105.29	105.29	100-40-41225	19.40.0004.1	919
983052	1	983052 CREDIT CORE DEPOSITS	Invoice	08/09/2019	09/09/2019	153.89	153.89	100-40-41405		919
983248	1	983248 SCREWS	Invoice	08/12/2019	09/09/2019	173.73	173.73	100-40-41405		919
983349	1	FUEL HOSE	Invoice	08/12/2019	09/09/2019	2.30	2.30	200-60-41405		919
983517	1	983517 CLAMP	Invoice	08/13/2019	09/09/2019	13.31	13.31	100-40-41405		919
983548	1	983548 REFLECTORS	Invoice	08/14/2019	09/09/2019	19.46	19.46	100-40-41405		919
984200	1	984200 STOP LEAK	Invoice	08/19/2019	09/09/2019	12.15	12.15	100-40-41405		919
984228	1	984228 CLAMP	Invoice	08/20/2019	09/09/2019	14.99	14.99	100-40-41405		919
Total 251 NAPA AUTO PARTS:						576.16	576.16			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
918 NELSON'S AUTO SERVICE & QUICK										
18014	1	HPD1 VEHICLE MAINTENANCE	Invoice	07/01/2019	09/09/2019	50.00	50.00	100-25-41415		919
Total 918 NELSON'S AUTO SERVICE & QUICK :						50.00	50.00			
307 NORTH CENTRAL LABORATORIES										
427790	1	LAB QA/QC STANDARDS	Invoice	08/23/2019	09/09/2019	44.60	44.60	210-70-41795		919
Total 307 NORTH CENTRAL LABORATORIES:						44.60	44.60			
2174 NORTHERN TOOL & EQUIPMENT										
431162	1	43116294 ORIG REAL TREE, SERVICE CART	Invoice	08/08/2019	09/09/2019	148.21	148.21	100-40-41405		919
Total 2174 NORTHERN TOOL & EQUIPMENT:						148.21	148.21			
257 NORTHWEST EQUIPMENT SALES, INC										
163799	1	163799T CREDIT - CORE RETURN	Invoice	04/03/2019	05/13/2019	562.50-	562.50-	100-40-41405		419
Total 257 NORTHWEST EQUIPMENT SALES, INC:						562.50-	562.50-			
50298 O'REILLY AUTO PARTS										
4635-4	1	LED BULB	Invoice	05/12/2019	09/09/2019	14.32	14.32	100-25-41415		919
4635-4	1	4635431409 wipers	Invoice	06/05/2019	09/09/2019	16.78	16.78	100-55-41415		919
4635-4	1	NITRILE GLOVES	Invoice	06/08/2019	09/09/2019	18.03	18.03	100-25-41215		919
4635-4	1	RHINO RAMP	Invoice	06/18/2019	09/09/2019	49.99	49.99	100-25-41415		919
4635-4	1	CHAMOISE AND 3PK WIPES	Invoice	07/03/2019	09/09/2019	35.98	35.98	100-25-41415		919
4635-4	1	4635-440606 cleaner supplies	Invoice	07/20/2019	09/09/2019	22.97	22.97	100-55-41215		919
4635-4	1	4635-444171 FUEL PUMP	Invoice	08/06/2019	09/09/2019	74.99	74.99	100-40-41405		919
4635-4	1	4635-445607 WATERWAGON BATTERY	Invoice	08/13/2019	09/09/2019	93.08	93.08	100-50-41405		919
4635-4	1	WORK GLOVES	Invoice	08/20/2019	09/09/2019	14.99	14.99	200-60-41703		919
4635-4	2	SHOP TOWELS	Invoice	08/20/2019	09/09/2019	3.99	3.99	200-60-41405		919
Total 50298 O'REILLY AUTO PARTS:						345.12	345.12			
4652 PETERSON, TRAVIS										
317321	1	CDL FEE REIMBURSEMENT	Invoice	08/07/2019	09/09/2019	69.17	69.17	200-60-41723		919
791851	1	REIMBURSEMENT	Invoice	07/18/2019	09/09/2019	25.00	25.00	200-60-41723		919
Total 4652 PETERSON, TRAVIS:						94.17	94.17			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
8586 POGUE, RICHARD										
8/19/19	1	P&Z Stipend 08/16/2019	Invoice	08/19/2019	09/09/2019	56.25	56.25	100-10-41313		919
8/19/19	2	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.12	28.12	200-10-41313		919
8/19/19	3	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.13	28.13	210-10-41313		919
Total 8586 POGUE, RICHARD:						112.50	112.50			
8801 PRIMARY WEAPONS SYSTEMS, INC										
59650	1	RIFLE X 2	Invoice	07/19/2019	09/09/2019	1,531.88	1,531.88	100-25-41529		919
Total 8801 PRIMARY WEAPONS SYSTEMS, INC:						1,531.88	1,531.88			
8576 PRIORITY ONE HOME CLEANING SERVICES										
670	1	670 AUGUST CLEANAING - LIBRARY	Invoice	08/27/2019	09/09/2019	594.00	594.00	100-45-41413		919
676	1	676 AUGUST CLEANING - CITY HALL	Invoice	08/28/2019	09/09/2019	100.00	100.00	100-42-41413		919
676	2	676 AUGUST CLEANING - CITY HALL	Invoice	08/28/2019	09/09/2019	100.00	100.00	200-42-41413		919
676	3	676 AUGUST CLEANING - CITY HALL	Invoice	08/28/2019	09/09/2019	100.00	100.00	210-42-41413		919
676	4	676 AUGUST CLEANING - WELCOME CENTER	Invoice	08/28/2019	09/09/2019	112.50	112.50	100-50-41603		919
676	5	676 AUGUST CLEANING - STREET SHOP	Invoice	08/28/2019	09/09/2019	237.50	237.50	100-40-41413		919
Total 8576 PRIORITY ONE HOME CLEANING SERVICES:						1,244.00	1,244.00			
1965 PUMP TECH INC										
014623	1	GLOBE VA;VE REPAIR KIT	Invoice	08/08/2019	09/09/2019	604.00	604.00	200-60-41401		919
Total 1965 PUMP TECH INC:						604.00	604.00			
2849 ROAD WORK AHEAD CONSTRUCTION SUPPLY										
43389	1	43389 SIGNS - CHIP SEAL	Invoice	08/08/2019	09/09/2019	175.00	175.00	100-40-41403	19.40.0005.1	919
Total 2849 ROAD WORK AHEAD CONSTRUCTION SUPPLY:						175.00	175.00			
5129 RUSH TRUCK CENTERS OF ID INC										
301599	1	3015996495 E-512 reservoir power strg	Invoice	08/02/2019	09/09/2019	250.00	250.00	100-55-41405		919
Total 5129 RUSH TRUCK CENTERS OF ID INC:						250.00	250.00			
4663 SALT LAKE WHOLESALE SPORTS										
55010	1	9MM AMMO	Invoice	08/15/2019	09/09/2019	10,070.38	10,070.38	100-25-41527		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 4663 SALT LAKE WHOLESALE SPORTS:						10,070.38	10,070.38			
1456 SAWTOOTH PLUMBING & HEATING, INC.										
23851	1	23851 HEAGLE, IDENTIFIED LEAK AND ORDERED	Invoice	08/15/2019	09/09/2019	95.00	95.00	100-50-41403		919
Total 1456 SAWTOOTH PLUMBING & HEATING, INC.:						95.00	95.00			
4330 SCANLON, OWEN										
8/19/19	1	P&Z Stipend 08/15/2019	Invoice	08/19/2019	09/09/2019	56.25	56.25	100-10-41313		919
8/19/19	2	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.12	28.12	200-10-41313		919
8/19/19	3	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.13	28.13	210-10-41313		919
Total 4330 SCANLON, OWEN:						112.50	112.50			
5494 SILVER CREEK SUPPLY										
S20309	1	S2030903.001 ROTATORS	Invoice	08/06/2019	09/09/2019	214.65	214.65	100-50-41403		919
S20374	1	FROST FREE HYDRANT PARTS	Invoice	08/13/2019	09/09/2019	32.43	32.43	200-60-41403		919
S20381	1	IRRG' PARTS W.	Invoice	08/06/2019	09/09/2019	6.77	6.77	200-60-41413		919
S20382	1	S2038226.001 WOODSIDE IRR. PARTS	Invoice	08/06/2019	09/09/2019	353.93	353.93	100-50-41403		919
S20382	1	S2030903.001 RETURN ROTATORS (S2030903.001	Invoice	08/06/2019	09/09/2019	214.65-	214.65-	100-50-41403		919
S20426	1	S2042699.001 COUPLERS, ADAPTER	Invoice	08/15/2019	09/09/2019	7.52	7.52	100-40-41402	14.50.0005.1	919
S20429	1	S2042992.001 PVC CAP	Invoice	08/15/2019	09/09/2019	.42	.42	100-40-41405		919
S20448	1	BRASS PARTS W.	Invoice	08/20/2019	09/09/2019	10.09	10.09	200-60-41403		919
S20449	1	BRASS PARTS W.	Invoice	08/20/2019	09/09/2019	61.65	61.65	200-60-41403		919
Total 5494 SILVER CREEK SUPPLY:						472.81	472.81			
7343 SMARTDRAW SOFTWARE LLC										
9/3/19	1	SMARTDRAW SOFTWARE ANNUAL MAINTENANC	Invoice	09/03/2019	09/09/2019	69.95	69.95	100-40-41325		919
Total 7343 SMARTDRAW SOFTWARE LLC:						69.95	69.95			
7002 SMITH, DAN										
8/19/19	1	P&Z Stipend 08/16/2019	Invoice	08/19/2019	09/09/2019	56.25	56.25	100-10-41313		919
8/19/19	2	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.12	28.12	200-10-41313		919
8/19/19	3	P&Z Stipend	Invoice	08/19/2019	09/09/2019	28.13	28.13	210-10-41313		919
Total 7002 SMITH, DAN:						112.50	112.50			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
1506 STANDARD PLUMBING SUPPLY										
JYF995	1	BRASS PARTS	Invoice	08/12/2019	09/09/2019	18.97	18.97	200-60-41403		919
JYJV84	1	BRASS PARTS	Invoice	08/14/2019	09/09/2019	25.44	25.44	200-60-41403		919
JYTF17	1	BRASS PARTS	Invoice	08/20/2019	09/09/2019	22.86	22.86	200-60-41403		919
Total 1506 STANDARD PLUMBING SUPPLY :						67.27	67.27			
5718 STANLEY CONSULTANTS INC										
8/22/19	1	18807-INV#215838-RIVER ST DESIGN-PROG.RPT.	Invoice	08/22/2019	09/09/2019	2,246.81	2,246.81	120-40-41539	18.40.0001.1	919
Total 5718 STANLEY CONSULTANTS INC:						2,246.81	2,246.81			
2202 STATE OF ID BUREAU OF OCCUP LI										
9/3/19	1	APPLICATION FEE	Invoice	09/03/2019	09/09/2019	25.00	25.00	200-60-41723		919
9/3/19	2	EXAM FEES	Invoice	09/03/2019	09/09/2019	37.00	37.00	200-60-41723		919
Total 2202 STATE OF ID BUREAU OF OCCUP LI:						62.00	62.00			
2751 STATE OF IDAHO FEDERAL SURPLUS PROPERTY										
4472	1	4472 MISC TOOLS	Invoice	08/26/2019	09/09/2019	724.00	724.00	100-40-41423		919
4473	2	4473 MULTI TOOL	Invoice	08/26/2019	09/09/2019	90.00	90.00	100-40-41423		919
Total 2751 STATE OF IDAHO FEDERAL SURPLUS PROPERTY:						814.00	814.00			
5070 SUE 'N STITCHES ALTERATIONS										
39	1	VEST MEND AND TAPER	Invoice	07/10/2019	09/09/2019	92.00	92.00	100-25-41703		919
Total 5070 SUE 'N STITCHES ALTERATIONS:						92.00	92.00			
50291 SUN VALLEY APPRAISAL COMPANY										
8/24/19	1	LAND APPRAISAL - SNOW STORAGE RELATED	Invoice	08/24/2019	09/09/2019	400.00	400.00	100-40-41313	18.40.0004.1	919
Total 50291 SUN VALLEY APPRAISAL COMPANY:						400.00	400.00			
347 TERRITORIAL SUPPLIES, INC.										
14231	1	HPD VEST FOR PATROL OFFICERS	Invoice	07/30/2019	09/09/2019	2,063.75	2,063.75	100-25-41527		919
14232	1	HPD VEST FOR PATROL OFFICERS	Invoice	08/02/2019	09/09/2019	1,379.85	1,379.85	100-25-41527		919
Total 347 TERRITORIAL SUPPLIES, INC. :						3,443.60	3,443.60			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
2817 UNITED OIL										
392707	1	DYED LS DIESEL EX WW	Invoice	06/26/2019	09/09/2019	820.44	820.44	210-70-41719		919
916051	1	HPD GAS	Invoice	07/31/2019	09/09/2019	553.65	553.65	100-25-41719		919
917204	1	917204 FUEL PARKS 8.15.19	Invoice	08/15/2019	09/09/2019	255.37	255.37	100-50-41719		919
917205	1	917205 fuel charges for 8.01.2019 - 8.15.2019	Invoice	08/15/2019	09/09/2019	355.68	355.68	100-55-41719		919
917206	1	HPD GAS 05/15/19	Invoice	08/15/2019	09/09/2019	386.33	386.33	100-25-41719		919
917207	1	917207 8/1 - 8/15/19 FUEL CHARGES	Invoice	08/15/2019	09/09/2019	1,079.73	1,079.73	100-40-41719		919
917208	1	PUMPED VEHICLE FUEL W	Invoice	08/15/2019	09/09/2019	317.49	317.49	200-60-41719		919
Total 2817 UNITED OIL:						3,768.69	3,768.69			
22444 USA BLUE BOOK										
974184	1	PRESSURE GAUGE	Invoice	08/07/2019	09/09/2019	556.66	556.66	200-60-41401		919
974184	2	PIPE LOCATOR	Invoice	08/07/2019	09/09/2019	38.50	38.50	200-60-41405		919
Total 22444 USA BLUE BOOK:						595.16	595.16			
6032 VALLEY WINDOW CLEAN										
834261	1	WINDOWS CLEAN-EXTERIOR AND INSIDE	Invoice	08/01/2019	09/09/2019	350.00	350.00	100-25-41413		919
Total 6032 VALLEY WINDOW CLEAN:						350.00	350.00			
367 WALKER SAND AND GRAVEL										
648417	1	648417 CHIPS	Invoice	08/13/2019	09/09/2019	4,482.49	4,482.49	100-40-41403	19.40.0005.1	919
648902	1	648902 IMPORTED CLEAN FILL AND ROAD BASE	Invoice	08/14/2019	09/09/2019	1,453.13	1,453.13	100-40-41403		919
648903	1	648903 CHIPS	Invoice	08/14/2019	09/09/2019	2,438.15	2,438.15	100-40-41403	19.40.0005.1	919
649759	1	649759 IMPORTED CLEAN FILL	Invoice	08/15/2019	09/09/2019	418.11	418.11	100-40-41403		919
651662	1	651662 CHIPS	Invoice	08/20/2019	09/09/2019	4,543.22	4,543.22	100-40-41403	19.40.0005.1	919
Total 367 WALKER SAND AND GRAVEL:						13,335.10	13,335.10			
5231 WASHINGTON FEDERAL										
9/4/19	1	FY19 Maintenance Reserve Acct adj	Invoice	09/04/2019	09/09/2019	70.67	70.67	200-00-10228		919
9/4/19	1	FY19 Operating Reserve Acct adj	Invoice	09/04/2019	09/09/2019	70.67	70.67	200-00-10227		919
Total 5231 WASHINGTON FEDERAL:						141.34	141.34			
4004 WAXIE SANITARY SUPPLY										
784328	1	SUPPLIES	Invoice	07/24/2019	09/09/2019	93.05	93.05	100-25-41215		919
784989	1	78498926 PARK SUPPLIES	Invoice	08/21/2019	09/09/2019	277.86	277.86	100-50-41403		919

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
784989	1	78498932 CLEANING SUPPLIES - STREET SHOP	Invoice	08/21/2019	09/09/2019	58.44	58.44	100-40-41413		919
784989	1	78498933 CLEANING SUPPLIES - CITY HALL	Invoice	08/21/2019	09/09/2019	23.84	23.84	100-42-41413		919
784989	2	78498933 CLEANING SUPPLIES - CITY HALL	Invoice	08/21/2019	09/09/2019	23.84	23.84	200-42-41413		919
784989	3	78498933 CLEANING SUPPLIES - CITY HALL	Invoice	08/21/2019	09/09/2019	23.85	23.85	210-42-41413		919
784989	1	78498934 CLEANING SUPPLIES - LIBRARY	Invoice	08/21/2019	09/09/2019	41.36	41.36	100-45-41413		919
Total 4004 WAXIE SANITARY SUPPLY:						542.24	542.24			
209 WEBB LANDSCAPING										
B-IN-13	1	B-IN-138680 PERENNIALS FOR WOODSIDE	Invoice	08/21/2019	09/09/2019	159.98	159.98	100-50-41403		919
B-IN-13	2	B-IN-138680 PERENNIALS FOR BALMORAL	Invoice	08/21/2019	09/09/2019	324.85	324.85	120-50-41539	18.50.0001.1	919
Total 209 WEBB LANDSCAPING						484.83	484.83			
759 WHITE CLOUD COMMUNICATIONS INC										
94936	1	12 PORTABLE RADIO	Invoice	08/28/2019	09/09/2019	19,480.80	19,480.80	100-25-41529		919
94937	1	11 MOBILE RADIO	Invoice	08/28/2019	09/09/2019	2,277.40	2,277.40	100-25-41529		919
94938	1	REMOTE KIT RADIO DECK	Invoice	08/28/2019	09/09/2019	953.50	953.50	100-25-41529		919
Total 759 WHITE CLOUD COMMUNICATIONS INC:						22,711.70	22,711.70			
5017 WITMER PUBLIC SAFETY GROUP INC.										
192451	1	1924519.002 Boots	Invoice	04/04/2019	09/09/2019	99.89	99.89	100-55-41703		919
Total 5017 WITMER PUBLIC SAFETY GROUP INC.:						99.89	99.89			
399 WOOD RIVER WELDING INC										
174033	1	174033 GALV ALL THREAD, NUT, FLAT WASHERS	Invoice	07/02/2019	09/09/2019	17.91	17.91	100-40-41405		919
174174	1	174174 HYDRAULIC FITTING	Invoice	07/11/2019	09/09/2019	13.98	13.98	100-40-41405		919
Total 399 WOOD RIVER WELDING INC:						31.89	31.89			
1525 ZIONS FIRST NATIONAL BANK										
7/22/19	1	IBBA Rev Bond 2012D WW Refunding	Invoice	07/22/2019	09/09/2019	254,930.48	254,930.48	210-70-41613		919
7/22/19	1	IBBA Rev Bond 2012D Water Refunding	Invoice	07/22/2019	09/09/2019	127,000.00	127,000.00	200-60-41613		919
7/22/19	1	Biosolids Bond Series 2014C	Invoice	07/22/2019	09/09/2019	180,349.15	180,349.15	210-70-41613		919
Total 1525 ZIONS FIRST NATIONAL BANK:						562,279.63	562,279.63			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total :						846,568.65	846,568.65			
Grand Totals:						846,568.65	846,568.65			

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	569.89	.00	569.89
100-10-41313	281.25	.00	281.25
100-10-41717	40.55	.00	40.55
100-15-41215	10.08	.00	10.08
100-15-41709	22,837.33	.00	22,837.33
100-15-41713	124.83	.00	124.83
100-20-41211	17.50	.00	17.50
100-20-41323	101.26	.00	101.26
100-20-41709	1,751.58	.00	1,751.58
100-20-41713	124.83	.00	124.83
100-25-41211	26.99	.00	26.99
100-25-41215	842.09	.00	842.09
100-25-41217	419.76	.00	419.76
100-25-41413	382.08	.00	382.08
100-25-41415	399.36	.00	399.36
100-25-41527	13,513.98	.00	13,513.98
100-25-41529	24,243.58	.00	24,243.58
100-25-41703	296.19	.00	296.19
100-25-41713	124.83	.00	124.83
100-25-41717	273.58	.00	273.58
100-25-41719	939.98	.00	939.98
100-25-41723	225.00	.00	225.00
100-40-41225	105.29	.00	105.29
100-40-41313	400.00	.00	400.00
100-40-41325	69.95	.00	69.95
100-40-41402	7.52	.00	7.52
100-40-41403	87,836.12	.00	87,836.12
100-40-41405	1,560.97	780.47-	780.50
100-40-41413	295.94	.00	295.94

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AGENDA ITEM SUMMARY

DATE: 09-09-2019 **DEPARTMENT:** Admin/Legislative **DEPT. HEAD SIGNATURE:** HD/

SUBJECT:

Suicide Prevention Month Proclamation

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

5B-Suicide Prevention is a partnership coalition focused upon educating in an effort to prevent suicide. September is National Suicide Prevention Month, with Mayor Haemmerle proclaiming the same in Hailey.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Mayor to read proclamation.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

PROCLAMATION

Presented By 5B Suicide Prevention Alliance

RECOGNIZING SEPTEMBER AS SUICIDE PREVENTION & RECOVERY MONTH

WHEREAS, suicide is a major public health issue that requires vigilant attention and preventative action. Death by suicide has increased 25% nationally, and Idaho remains 6th in the nation for highest rate of suicide. In the last five years we have lost over a dozen people to suicide within Blaine County; and

WHEREAS, each death by suicide directly impacts numerous family members, friends, loved ones, and by extension the entire community; and

WHEREAS, the 5B Suicide Prevention Alliance is committed to raising awareness, providing education and training on suicide prevention, and reducing stigma; and

WHEREAS, Blaine County is committed to ensuring that those in need have access to services by healthcare providers trained in best practices to reduce suicide risk, and to reducing the stigma associated with using behavioral health treatment or losing a loved one to suicide; and

WHEREAS, 5B Suicide Prevention Alliance conducts annual and ongoing training through “Know the 5 Signs” presentations for community members and has educated over 1000 people in the community; and

WHEREAS, we recognize recovery IS possible, with the help of expertise, community awareness and numerous partnerships with our community; and

WHEREAS, suicide prevention is an on-going effort tailored to meet the unique needs of Blaine County residents and visitors; that no single suicide prevention effort will be sufficient or appropriate for all populations or communities; and that numerous partnerships are needed to tailor this community effort; and

WHEREAS, all are asked to join together and take a stand to help those who are contemplating suicide; and

WHEREAS, September 2019 is recognized across the United States as National Suicide Prevention and Recovery month, providing the opportunity to educate oneself about warning signs and how best to help those most in need;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and all members of the Hailey City Council that September 2019 be declared “**SUICIDE PREVENTION AND RECOVERY MONTH**” within the City of Hailey and that Hailey government shall be leaders in prevention through our participation in a “Know the 5 Signs” training within our organization.

Dated this 9th day of September, 2019.

Fritz X. Haemmerle, Mayor, City of Hailey

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AGENDA ITEM SUMMARY

DATE: 09-09-2019 **DEPARTMENT:** Admin/Legislative **DEPT. HEAD SIGNATURE:** HD/LH

SUBJECT:

Appointment of ad-hoc Committee members to advise the Mayor and Council on resiliency plans and projects for the City of Hailey.

The Committee will be known as Hailey-Climate Action Now (H-CAN)

Martha Burke, City Council, Chairperson
Kaz Thea, City Council
Scott Runkle, Citizen Volunteer
Rob Lonning, Citizen Volunteer
Herbert Romero, Citizen Volunteer
Ericka Linson, Sun Valley Sustainability Center Liaison

AUTHORITY: ID Code 50-210 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

The Mayor and Council shall have authority to appoint such boards, commissions and committees as may be deemed necessary or expedient to assist the Mayor and Council in better carrying out the responsibilities of their offices.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Mayor and Council seek recommendations and advice on methods by which Hailey can become a more resilient city, and wish to appoint a non-permanent ad-hoc committee for that purpose.

The Mayor has nominated the following persons to that committee, which shall be known as Hailey-Climate Action Now (H-CAN):

Martha Burke, City Council, Chairperson
Kaz Thea, City Council
Scott Runkle, Citizen Volunteer
Rob Lonning, Citizen Volunteer
Herbert Romero, Citizen Volunteer
Ericka Linson, Sun Valley Sustainability Center Liaison

The Committee will be staffed by Rebecca Bundy, Resiliency Coordinator and Lisa Horowitz, Community Development Director. The mission of the Committee is:

“The Hailey Climate Action Now (H-CAN) Resiliency Committee is dedicated to guiding and assisting Hailey’s residents, businesses and government in continuing to maintain a community that meets the needs of the present without compromising resources available for future generations. Its vision is that Hailey will share a culture that is vested in and embraces best use practices for resilient living, business and development.”

The Committee shall work under the guidance of the Mayor, with the assistance of city staff. The appointments shall remain in place until such time as an appointee resigns, or the Mayor no longer requires the service of the committee.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The City Council may confirm the nominations made by the Mayor.

Suggested motion: "I move to approve the appointment of the Ad Hoc Resiliency Committee, H-Can, with the members nominated by the Mayor, as identified in tonight's packet".

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)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/09/19 **DEPARTMENT:** CDD **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration of proposed Ordinance No. _____ and the Second Amended Development Agreement with FaPo Holdings Idaho LLC regarding property located at Lots 14A and 20A Block 20, Hailey Townsite and Lot 1 and the North 10 Feet of Lot 2 & the South 20 Feet of Lot 2, Lot 3, and the North 3 Feet of Lot 4, Block 18, Hailey Townsite.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code: Title 17
(IF APPLICABLE)

The City of Hailey approved a Design Review and Development Agreement for FaPo Holdings for the area commonly referred to as the "Forest Service Block" (Lots 4-8 and 13-20 of Block 20, Hailey Townsite) in November, 2007 (See Attachments, Development Agreement dated November 8, 2007). The Area Development Plan for that project has only been partially executed with the development of the building at the southwest corner in 2007-2008 (314 S River Street).



The Planning and Zoning Commission approved a modification to the approved design review on September 21, 2009, for the Village at Hailey Center. The modifications included changes to the on-site parking design to accommodate the retention of a forest service building on Lot 13 that was originally intended to be demolished and redeveloped with parking. This approval required that an amended Development Agreement be approved by City Council to accommodate the proposed modifications (See Attachments, Second Amended Development Agreement, October 8, 2010).

At this time, FaPo, LLC has also acquired properties on River Street containing two older homes (401 and 407 S. River Street). Additional parking is needed for an anchor tenant anticipated for the entire ground floor of the 2008 building, 314 S. River Street. Options to locate the needed parking included demolishing the Sustainability Center, or demolishing the two older homes at 401 and 407 S. River Street. Staff and the applicant have agreed that locating the parking at 401 and 407 S. River Street is the preferred solution. The applicant is also proposing some minor changes to improve the parking between 314 S. River Street and the Sustainability Center, and to create a drop-off zone on private property at 314 S. River Street.

The original Development Agreement included an Area Development Plan, which depicted demolition of all of the Forest Service Buildings. Only one building has been built in the 12 years since the agreement was approved. Staff recommends deleting the Area Development Plan, in the hopes that staff can work with the development team to retain some or all of the Forest Service Buildings, which have a well-documented history in Hailey.

The attached Second Amended Development Agreement does the following:

- 1) Changes legal descriptions to reflect that the Agreement pertains to the Sustainability Center and 2008 building (314 S. River) within the Forest Service Block (and does not include the other buildings within the Block), and adds 401 and 407 S. River Street to the Agreement.
- 2) Amends parking sections to reflect parking improvements between 314 S. River Street and the Sustainability Center, as well as new parking at 401-407 S. River Street.
- 3) Removes references to the previous Area Development Plan.

In addition to this approval, the Planning and Zoning Commission will approve the new parking lot, scheduled for September 16, 2019.

Attachments to this Report:

- 1) Ordinance __, and Second Amended Development Agreement (clean and redline)
- 2) First Amended Development Agreement dated October 8, 2010
- 3) Development Agreement dated November 8, 2007

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input checked="" type="checkbox"/> Community Development	<input checked="" type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input checked="" type="checkbox"/> Fire Department	<input checked="" type="checkbox"/> Engineer	<input type="checkbox"/> W/WWW
<input checked="" type="checkbox"/> Streets	<input checked="" type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve as presented, or as amended or deny: the proposed Ordinance No. _____ and the Second Amended Development Agreement with FaPo Holdings Idaho LLC regarding property located at Lots 14A and 20A Block 20, Hailey Townsite and Lot 1 and the North 10 Feet of Lot 2 & the South 20 Feet of Lot 2, Lot 3, and the North 3 Feet of Lot 4, Block 18, Hailey Townsite.

ACTION OF THE CITY COUNCIL:

Date _____
 City Clerk _____

FOLLOW-UP:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input checked="" type="checkbox"/> Community Development	<input checked="" type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WWW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

HAILEY ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, PROVIDING FOR A DEVELOPMENT AGREEMENT WITH FAPO, LLC FOR DEVELOPMENT AT LOTS 14A AND 20A, BLOCK 20 AND LOT 1 AND THE NORTH 10 FEET OF LOT 2 & THE SOUTH 20 FEET OF LOT 2, LOT 3, AND THE NORTH 3 FEET OF LOT 4, BLOCK 18, HAILEY TOWNSITE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that pursuant to Idaho Code §67-6511A, the following second Amendment to the Development Agreement with Fapo, LLC conforms to the Hailey Comprehensive Plan; and

WHEREAS, the Hailey City Council has found that the Second Amendment to the Development Agreement with FaPo, LLC conforms to other applicable City Codes, specifically Title 16, Subdivision and Title 17, Zoning; and

WHEREAS, proper notice has been given pursuant to IC §67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. The attached Second Amendment to the Development Agreement is hereby adopted:

Section 2. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. Repealer Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after the required three (3) readings, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS __ DAY OF SEPTEMBER, 2019.

Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Publish: Idaho Mountain Express, October 17, 2018

SECOND AMENDED DEVELOPMENT AGREEMENT

This Second Amended Development Agreement (the "Agreement") is entered into October 8th, 2010 by and between the City of Hailey ("City") and FaPo Holdings Idaho LLC, an Idaho limited liability company ("Owner").

RECITALS

A. Owner is the owner of record of that certain real estate more particularly described as Lots 14A and 20A Block 20, per the plat of Lots 14A and 20A, Block 20, Hailey Townsite and Lot 1 and the North 10 Feet of Lot 2 & the South 20 Feet of Lot 2, Lot 3, and the North 3 Feet of Lot 4, Block 18, Hailey Townsite (the "Property").

B. The City and Owner have previously entered into a Development Agreement, dated November 8, 2007, which was recorded on May 12, 2008 as Instrument No. 558094, official records of Blaine County, Idaho ("Development Agreement"), and that certain Amended Development Agreement, dated October 8, 2010, which was recorded on November 4, 2010 as Instrument No. 582106, official records of Blaine County, Idaho ("Amended Development Agreement") relating to and governing the use and development of the Property.

C. Owner has applied to City to amend the parking requirements set forth in the Development Agreement and Amended Development Agreement and to modify other development requirements set forth therein.

D. The City's Planning & Zoning Commission and City Council have held public hearings and taken other action with respect to the development of the Property as required by law prior to the adoption and execution of this Agreement

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated herein, and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Development Agreement and Amended Development Agreement are hereby amended and restated, in their entirety, as follows:

1. Development. The Property shall be developed as required and approved by the Hailey Planning and Zoning Commission under the City's Comprehensive Plan, Subdivision Ordinance and Zoning Ordinance in effect at the time of any application.
2. Conditions. Owner and City are mutually bound by, and shall comply with all of the conditions contained in the final decision and findings of fact of the City and this Agreement.

3. Area Development Plan. The Area Development Plan attached to the Development Agreement and Amended Development Agreement is hereby deleted and of no further force or effect and Owner and Owner's successors and assigns are not bound to the Area Development Plan.

4. Sidewalks. The Property owner(s), unit owners, and/or the Owners' Association shall maintain the sidewalks and landscaping within the adjacent public right-of-way in a safe and attractive manner, and shall be responsible for the timely snow removal from the sidewalks within the adjacent right-of-way.

5. Parking. On-site parking requirements for all existing buildings located on the Property are described in **Exhibit "A"**. All approved on-site parking on the Property shown on **Exhibit "A"** may be comprised of a gravel (or similar) surface for a period not to exceed five (5) years from the date of recordation of this Agreement, with the exception of areas required to be paved under the Americans with Disabilities Act of 1990, as amended. Off-site parking shown on Exhibit A shall be subject to Design Review approval, and other applicable City standards.

6. Remedies. In the event either party, including heirs, successors and assigns of Owner's interest in the Party, or subsequent owners of the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be enforced in any court of competent jurisdiction by either City or Owner, or by any successor or successors in title or interest or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions and obligation contained herein, and may include an action for specific performance, breach of contract, reformation and/or rescission.

7. Right to Cure. In the event of a material breach of this Agreement, the parties agree that City and Owner, shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period, if the defaulting party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

8. Amended and Restated. This Agreement amends and restates in its entirety the Existing Credit Agreement effective as of the date hereof. The Development Agreement and Amended Development Agreement are of no further force or effect.

9. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or City is delayed for causes which are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes, war or similar causes, the time for such performance shall be extended by the amount of time of such delay.

10. Miscellaneous.

(a) Waiver. A waiver by either party of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner as applied to any subsequent breach of any such or other covenants and conditions.

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

To City:
City of Hailey
c/o Administrator, Planning & Zoning Department
115 S. Main St, Ste. H
Halley, Idaho 83333
(208) 788-9815

To Owner:
FaPo Holdings Idaho LLC
c/o Engel & Associates, LLC
101 E Bullion Street, Ste 3C
Hailey, ID 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

(c) Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction.

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

(e) Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the property, or portions thereof;

except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

(f) Recordation & Effective Date of Agreement. Upon finalization the City shall record this Agreement with the Blaine County Recorder. This Agreement shall be effective on the date of its recording with the Blaine County Recorder

(g) Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner and City relative to the subject mailer hereof and there are no promises, agreements, conditions or understanding, oral or written, express or implied, between Owner and City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assign, and pursuant, with respect to City, to a duly adopted ordinance or resolution of the City.

(h) Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

(i) No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.

(j) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance and Hailey's Subdivision Ordinance.

(k) Relationship of Parties. It is understood that the contractual relationship between the City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.

(l) No Waiver. In the event that the City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, the City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

(m) Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not

containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

(n) Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

(o) No Third Party Rights. This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties.

(p) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.

(q) Necessary Acts. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.

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

CITY OF HAILEY, an Idaho municipal corporation

Fritz Haemmerle
Mayor

ATTEST:

Mary Cone, City Clerk

FaPo Holdings Idaho LLC, an Idaho limited liability company

By its Manager: FAPO Holdings, Inc., a California corporation

Name: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2010, before me, a notary public in and for said state, personally appeared Fritz Haemmerle, known or identified to me to be the authorized agent of the City of Hailey, and acknowledged to me that he executed the same in said name.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

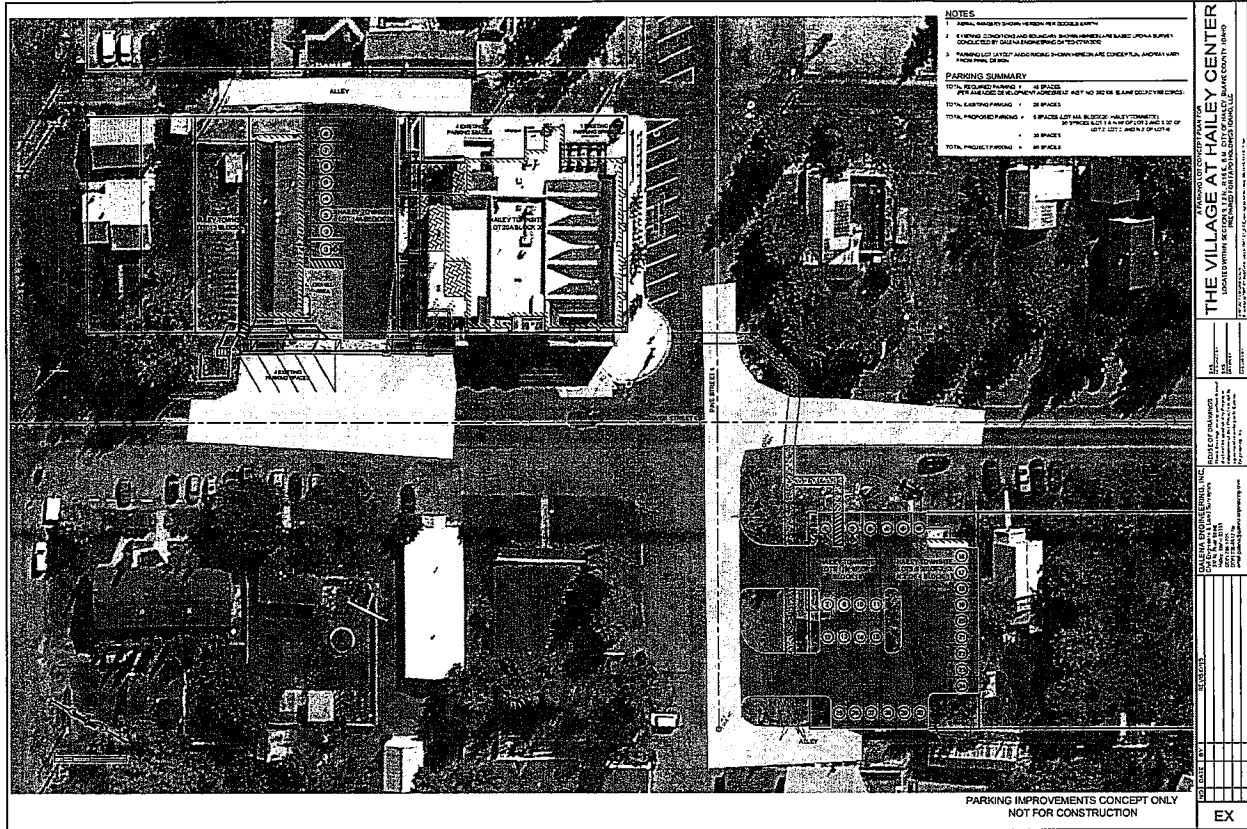
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2010, before me, a notary public in and for said state, personally appeared _____, known or identified to me to be the authorized agent of the City of Hailey, and acknowledged to me that he executed the same in said name.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT A DEPICTION OF PARKING



NOTES

1. APPLICABLE RIGHTS SHOWN HEREIN ARE BASED ON RECORD PLANS.
2. EXISTING LOT LAYOUT AND DIMENSIONS SHOWN HEREIN ARE BASED ON SURVEY CONDUCTED BY THE ENGINEER OF RECORD.
3. PARKING LOT LAYOUT AND DIMENSIONS SHOWN HEREIN ARE CONCEPT PLAN, AND SHALL BE SUBJECT TO FIELD VERIFICATION.

PARKING SUMMARY

TOTAL REQUIRED PARKING	41 SPACES
EXISTING PARKING	28 SPACES
TOTAL PROPOSED PARKING	69 SPACES

NOTE: ALL SPACES ARE 8' X 18' UNLESS OTHERWISE NOTED. ALL SPACES ARE TO BE CONFORMANT WITH THE CITY OF CHICAGO PARKING REGULATIONS.

THE VILLAGE AT HALEY CENTER
 PROJECT NO. 15-0000000-0001
 PREPARED FOR PARKING IMPROVEMENTS

DATE:	01/15/2015
BY:	DAVID A. BROWN, INC.
CHECKED BY:	DAVID A. BROWN, INC.
SCALE:	AS SHOWN
PROJECT NO.:	15-0000000-0001
DATE:	01/15/2015
BY:	DAVID A. BROWN, INC.
CHECKED BY:	DAVID A. BROWN, INC.
SCALE:	AS SHOWN
PROJECT NO.:	15-0000000-0001

EX

SECOND AMENDED DEVELOPMENT AGREEMENT

This Second Amended Development Agreement (the "Agreement") is entered into October 8th, 2010 by and between the City of Hailey ("City") and FaPo Holdings Idaho LLC, an Idaho limited liability company ("Owner").

RECITALS

A. ~~A-Owner is the owner of record of that certain real estate more particularly described as Lots 13 through 20, inclusive, Block 20, and Lots 4 through 10, inclusive, Block 20, Original Hailey Townsite, as shown on the official Plat of the City of Hailey on file in the office of the Blaine County Recorder 14A and 20A Block 20, per the plat of Lots 14A and 20A, Block 20, Hailey Townsite and Lot 1 and the North 10 Feet of Lot 2 & the South 20 Feet of Lot 2, Lot 3, and the North 3 Feet of Lot 4, Block 18, Hailey Townsite (the "Property"). Owner has applied to City to develop the Property by constructing improvements thereon in the form of a three-story mixed use building, including retail, commercial, and residential uses, to be known as the Village at Hailey Center ("Phase I").~~

B. ~~The City and Owner have previously entered into a Development Agreement, dated November 8, 2007, which was recorded on May 12, 2008 as Instrument No. 558094, official records of Blaine County, Idaho ("Development Agreement"), and that certain Amended Development Agreement, dated October 8, 2010, which was recorded on November 4, 2010 as Instrument No. 582106, official records of Blaine County, Idaho ("Amended Development Agreement") relating to and governing the use and development of the Property.~~

C. ~~Owner has applied to City to amend the parking requirements set forth in the Development Agreement and Amended Development Agreement and to modify other development requirements set forth therein.~~

D. ~~B-The City's Planning & Zoning Commission and City Council have held public hearings and taken other action with respect to the development of the Property as required by law prior to the adoption and execution of this Agreement.~~

C. ~~The City and Owner have previously entered into a Development Agreement on July 23, 2007. Among other things, the Development Agreement approved of an Area Development Plan which contemplated underground parking for three (3) buildings to be constructed. The Development Agreement also provided that if parking on Lots 14, 15 and 16 was to remain beyond two (2) years additional landscaping was to be provided and the Area Development Plan was to be amended.~~

D. ~~Following the execution of the Development Agreement, the Owner has acquired additional adjacent lots, Lots 9 and 10, Block 20. In addition, the Owner now wishes to maintain a building on the parking lot contemplated in the Development Agreement. The Owner now~~

wishes to relocate some of the parking required for Phase I and the remainder of the uses on the Property as depicted on attached ~~Exhibit "A."~~

~~E. With the execution of this Amended Development Agreement, the applicable covenants of the Development Agreement are incorporated into this Agreement. It is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement.~~

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated herein, and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the ~~parties hereto agree~~ Development Agreement and Amended Development Agreement are hereby amended and restated, in their entirety, as follows:

1. Development. The Property shall be developed as required and approved by the Hailey Planning and Zoning Commission under the City's Comprehensive Plan, Subdivision Ordinance and Zoning Ordinance in effect at the time of any application.

2. Conditions. Owner and City are mutually bound by, and shall comply with all of the conditions contained in the final decision and findings of fact of the City and this Agreement.

~~3. Area Development Plan. As set forth in its *Findings of Fact, Conclusions of Law and Decision* dated September 21, 2009 ("Findings") and incorporated by reference herein, the Hailey Planning and Zoning Commission has evaluated and reviewed the criteria in Section 6A.8 (*Area Development Plan*) of the Hailey Zoning Ordinance, and as set forth in its *Findings*, found that the basic site criteria enumerated in Section 6A.8 are satisfied. Contingent upon suitable market, financial, and development considerations and the potential addition to or sale of contiguous parcels, the Owner envisions the potential development of up to and including three (3) more buildings, for a total of four buildings: two fronting River Street and two fronting Main Street with a central landscaped plaza/pedestrian area extending from Main Street to River Street between the four proposed buildings (the "Area Development Plan"). See "**Exhibit B.**" On-site parking requirements for all existing buildings located on the Property are described in **Exhibit "A."** Subject to the foregoing, the Area Development Plan shall bind the Owner and Owner's successors and assigns.~~

3. Area Development Plan. The Area Development Plan attached to the Development Agreement and Amended Development Agreement is hereby deleted and of no further force or effect and Owner and Owner's successors and assigns are not bound to the Area Development Plan.

4. Sidewalks. The Property owner(s), unit owners, and/or the Owners' Association shall maintain the sidewalks and landscaping within the adjacent public right-of-way in a safe and

attractive manner, and shall be responsible for the timely snow removal from the sidewalks within the adjacent right-of-way.

5. ~~Surface Parking Lot~~ Parking. On-site parking requirements for all existing buildings located on the Property are described in **Exhibit "A"**. All approved on-site parking on the Property shown on **Exhibit "A"** may be comprised of a gravel (or similar) surface for a period not to exceed five (5) years from the date of issuance of the certificate of occupancy for the existing buildings within the Property, with the exception of the asphalt paved handicap stall. In addition, the curb cut area into the parking area from River Street shall be paved. recording of this Agreement, with the exception of areas required to be paved under the Americans with Disabilities Act of 1990, as amended. On or before the expiration of the five (5) year period, the Owner shall appear before the Hailey Planning and Zoning Commission with a plan for additional development of the site and adjacent areas, or additional landscaping or other screening of the parking lot from River Street and/or other areas on the site, and plans for paving the approved on-site parking on the Property shown on Exhibit "A" to City standards. Off-site parking shown on Exhibit A shall be subject to Design Review approval, and other applicable City standards.

6. Remedies. In the event either party, including heirs, successors and assigns of Owner's interest in the Party, or subsequent owners of the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be enforced in any court of competent jurisdiction by either City or Owner, or by any successor or successors in title or interest or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions and obligation contained herein, and may include an action for specific performance, breach of contract, reformation and/or rescission.

7. Right to Cure. In the event of a material breach of this Agreement, the parties agree that City and Owner, shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period, if the defaulting party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

8. Amended and Restated. This Agreement amends and restates in its entirety the Existing Credit Agreement effective as of the date hereof. The Development Agreement and Amended Development Agreement are of no further force or effect.

9. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or City is delayed for causes which are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes, war or similar causes, the time for such performance shall be extended by the amount of time of such delay.

10. Miscellaneous.

(a) Waiver. A waiver by either party of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner as applied to any subsequent breach of any such or other covenants and conditions.

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

To City:
City of Hailey
c/o Administrator, Planning & Zoning Department
115 S. Main St, Ste. H
Halley, Idaho 83333
(208) 788-9815

To Owner:
~~Jon C. McGowan~~
FaPo Holdings Idaho LLC
~~P.O. Box 6~~
c/o Engel & Associates, LLC
101 E Bullion Street, Ste 3C
Hailey, ID 83333

~~Sun Valley, ID 83353~~

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

(c) Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction.

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

(e) Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including City's corporate

authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the property, or portions thereof; except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

(f) Recordation & Effective Date of Agreement. Upon finalization the City shall record this Agreement with the Blaine County Recorder. This Agreement shall be effective on the date of its recording with the Blaine County Recorder

(g) Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner and City relative to the subject mailer hereof and there are no promises, agreements, conditions or understanding, oral or written, express or implied, between Owner and City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assign, and pursuant, with respect to City, to a duly adopted ordinance or resolution of the City.

(h) Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

(i) No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.

(j) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance and Hailey's Subdivision Ordinance.

(k) Relationship of Parties. It is understood that the contractual relationship between the City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.

(l) No Waiver. In the event that the City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, the City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

(m) Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

(n) Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

(o) No Third Party Rights. This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties.

(p) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.

(q) Necessary Acts. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.

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

CITY OF HAILEY, an Idaho municipal corporation

Richard L. Davis
Mayor

ATTEST:

Mary Cone, City Clerk

FaPo Holdings Idaho LLC, an Idaho limited liability company

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2010, before me, a notary public in and for said state, personally appeared ~~Richard L. Davis~~ Fritz Haemmerle, known or identified to me to be the authorized agent of the City of Hailey, and acknowledged to me that he executed the same in said name.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

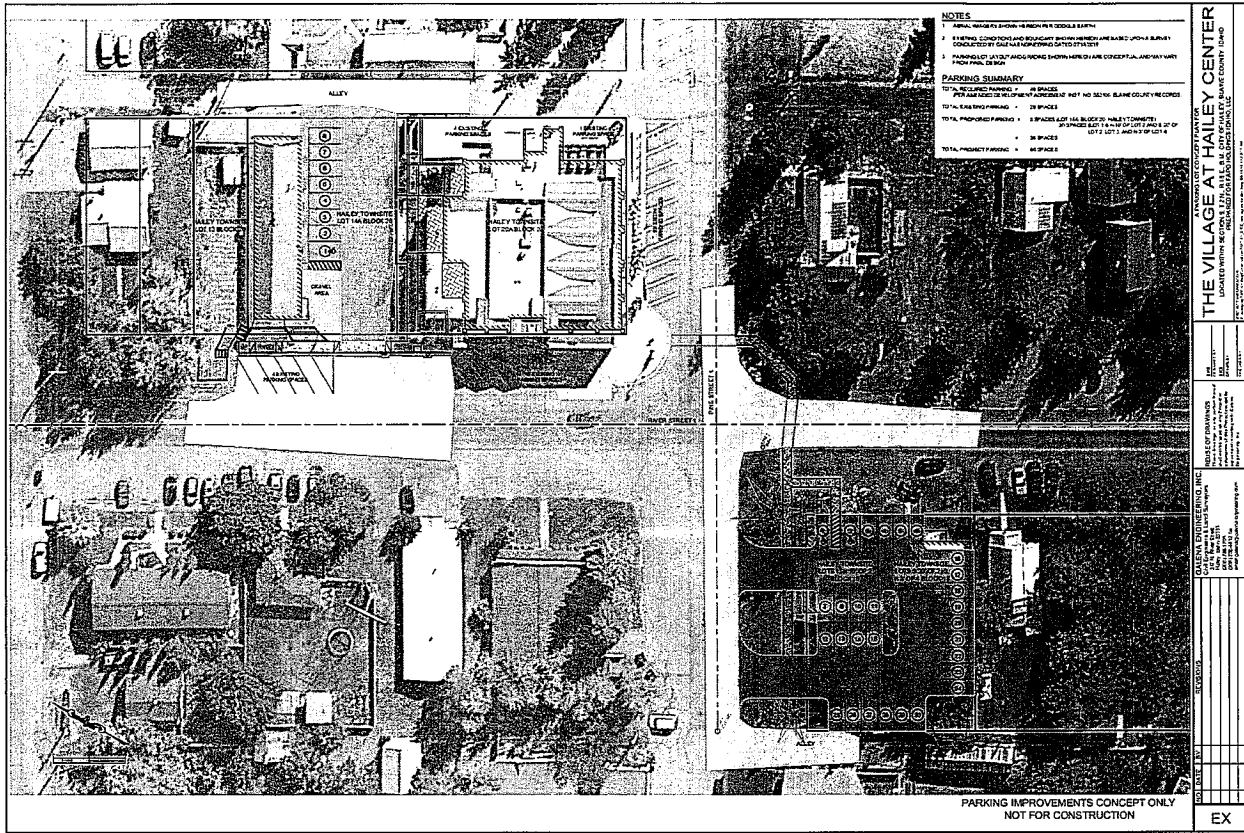
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2010, before me, a notary public in and for said state, personally appeared _____ ~~Jon C. McGowan~~, known or identified to me to be the authorized agent of the City of Hailey, and acknowledged to me that he executed the same in said name.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT A EXHIBIT B DEPICTION OF PARKING



Jessica Parker

From: Lisa Horowitz
Sent: Thursday, September 5, 2019 9:12 AM
To: Jessica Parker
Subject: FW: Demolition of historic houses in Hailey at 401 and 407 S. River Street and building of a gated parking lot

Public comment for the Design Review.

Lisa

Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-788-9815 EXT. 13
CELL: 727-7097

From: Bege Reynolds <begereynolds@gmail.com>
Sent: Wednesday, September 4, 2019 8:30 PM
To: Robyn Davis <robyn.davis@haileycityhall.org>; planning <planning@haileycityhall.org>; Lisa Horowitz <lisa.horowitz@haileycityhall.org>
Subject: Demolition of historic houses in Hailey at 401 and 407 S. River Street and building of a gated parking lot

To whom it may concern,

My husband and I have lived at our current house and property at 421 South River Street for 30 years. We own our house and love our neighborhood. We are very disappointed with the proposed parking lots on Pine Street at the edge of mixed residential zoning not business zoned. As Hailey and our Wood River Valley is embracing the dark sky ordinance we are very concerned that a private gated parking lot will be lit at night. We are not in favor of a parking lot lit at night in our residential neighborhood. It's sad to see 2 more historic houses currently lived in disappear in Hailey especially for parking lots. Why did the building on the north east corner of South River St. and Pine St. go ahead years ago, if it did not have adequate parking to begin with? We are also concerned about the amount of old trees that will be cut down to make parking lots. I have watched the City of Hailey cut down many trees in 30 years to pave a street or make way for a building and the little trees they plant don't last, often die and don't grow fast to provide the shade mature trees in the city provide. I have attached an article about cities around the country getting rid of trees in lower income neighborhoods. I also sent it to your Tree committee.

We are not in favor of the Historic demolition and the paved parking lots A and B that are proposed on S. River St. and Pine St. by the City of Hailey and FaPo Holdings Idaho LLC.

Bege Joan Reynolds and
John Sweek

421 South River St.
Hailey, ID

<https://www.npr.org/2019/09/04/755349748/trees-are-key-to-fighting-urban-heat-but-cities-keep-losing-them>

AGENDA ITEM SUMMARY

DATE: October 7, 2010 DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: *[Signature]*

SUBJECT: Village and Hailey Center – Amended Development Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Planning and Zoning Commission approved a modification to design review on September 21, 2009, for the Village at Hailey Center. The modifications included changes to the on-site parking design to accommodate the retention of a forest service building on Lot 13 that was originally intended to be demolished and redeveloped with parking. This approval required that an amended Development Agreement be approved by City Council to accommodate the proposed modifications.

The design review modification findings of fact and the original development agreement are attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # _____

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

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

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the Mayor to sign the amended development agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date 10/27/10 - council approved
11/3/10 - took original to county for recording

City Clerk _____

FOLLOW-UP:

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

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

RECEIVED
OCT 05 2010
FILED
BLAINE
IDAHO

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement (the "Agreement") is entered into October 8th, ~~2009~~ ²⁰¹⁰ by and between the City of Hailey ("City") and FaPo Holdings Idaho LLC, an Idaho limited liability company ("Owner").

RECITALS

A. Owner is the owner of record of that certain real estate more particularly described as Lots 13 through 20, inclusive, Block 20, and Lots 4 through 10, inclusive, Block 20, Original Hailey Townsite, as shown on the official Plat of the City of Hailey on file in the office of the Blaine County Recorder (the "Property"). Owner has applied to City to develop the Property by constructing improvements thereon in the form of a three-story mixed use building, including retail, commercial, and residential uses, to be known as the Village at Hailey Center ("Phase I").

B. The City's Planning & Zoning Commission and City Council have held public hearings and taken other action with respect to the development of the Property as required by law prior to the adoption and execution of this Agreement.

C. The City and Owner have previously entered into a Development Agreement on July 23, 2007. Among other things, the Development Agreement approved of an Area Development Plan which contemplated underground parking for three (3) buildings to be constructed. The Development Agreement also provided that if parking on Lots 14, 15 and 16 was to remain beyond two (2) years additional landscaping was to be provided and the Area Development Plan was to be amended.

D. Following the execution of the Development Agreement, the Owner has acquired additional adjacent lots, Lots 9 and 10, Block 20. In addition, the Owner now wishes to maintain a building on the parking lot contemplated in the Development Agreement. The Owner now wishes to relocate some of the parking required for Phase I and the remainder of the uses on the Property as depicted on attached **Exhibit "A."**

E. With the execution of this Amended Development Agreement, the applicable covenants of the Development Agreement are incorporated into this Agreement. It is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement.

AGREEMENT

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

Instrument # 582106
HAILEY, BLAINE, IDAHO
11-4-2010 04:15:22 No. of Pages: 9
Recorded for : CITY OF HAILEY 558094
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: AGREEMENTCORRECTION

1. Development. The Property shall be developed as required and approved by the Hailey Planning and Zoning Commission under the City's Comprehensive Plan, Subdivision Ordinance and Zoning Ordinance in effect at the time of any application.

2. Conditions. Owner and City are mutually bound by, and shall comply with all of the conditions contained in the final decision and findings of fact of the City and this Agreement.

3. Area Development Plan. As set forth in its *Findings of Fact, Conclusions of Law and Decision* dated Sept. 21, 2009 ("Findings") and incorporated by reference herein, the Hailey Planning and Zoning Commission has evaluated and reviewed the criteria in Section 6A.8 (*Area Development Plan*) of the Hailey Zoning Ordinance, and as set forth in its *Findings*, found that the basic site criteria enumerated in Section 6A.8 are satisfied. Contingent upon suitable market, financial, and development considerations and the potential addition to or sale of contiguous parcels, the Owner envisions the potential development of up to and including three (3) more buildings, for a total of four buildings: two fronting River Street and two fronting Main Street with a central landscaped plaza/pedestrian area extending from Main Street to River Street between the four proposed buildings (the "Area Development Plan). See "**Exhibit B.**" On-site parking requirements for all existing buildings located on the Property are described in **Exhibit "A."**) Subject to the foregoing, the Area Development Plan shall bind the Owner and Owner's successors and assigns.

4. Sidewalks. The Property owner(s), unit owners, and/or the Owners' Association shall maintain the sidewalks and landscaping within the adjacent public right-of-way in a safe and attractive manner, and shall be responsible for the timely snow removal from the sidewalks within the adjacent right-of-way.

5. Surface Parking Lot. All approved on-site parking on the Property shown on Exhibit "A" may be comprised of a gravel (or similar) surface for a period not to exceed five (5) years from the date of issuance of the certificate of occupancy for the existing buildings within the Property, with the exception of the asphalt paved handicap stall. In addition, the curb-cut area into the parking area from River Street shall be paved. On or before the expiration of the five (5) year period, the Owner shall appear before the Hailey Planning and Zoning Commission with a plan for additional development of the site and adjacent areas, or additional landscaping or other screening of the parking lot from River Street and/or other areas on the site, and plans for paving the approved on-site parking on the Property shown on Exhibit "A" to City standards.

6. Remedies. In the event either party, including heirs, successors and assigns of Owner's interest in the Party, or subsequent owners of the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be enforced in any court of competent jurisdiction by either City or Owner, or by any successor or successors in title or interest or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions and

obligation contained herein, and may include an action for specific performance, breach of contract, reformation and/or rescission.

7. Right to Cure. In the event of a material breach of this Agreement, the parties agree that City and Owner, shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period, if the defaulting party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

8. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or City is delayed for causes which are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes, war or similar causes, the time for such performance shall be extended by the amount of time of such delay.

9. Miscellaneous.

- (a) Waiver. A waiver by either party of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner as applied to any subsequent breach of any such or other covenants and conditions.
- (b) Notices. Any and all notices, demands requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:
City of Hailey
c/o Administrator, Planning & Zoning Department
115 S. Main St, Ste. H
Halley, Idaho 83333
(208) 788-9815

To Owner:
Jon C. McGowan
FaPo Holdings Idaho LLC
PO Box 6
Sun Valley, ID 83353

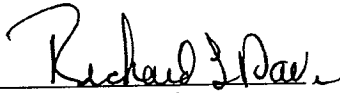
or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- (c) Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction.
- (d) Time is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
- (e) Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the property, or portions thereof; except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
- (f) Recordation & Effective Date of Agreement. Upon finalization the City shall record this Agreement with the Blaine County Recorder. This Agreement shall be effective on the date of its recording with the Blaine County Recorder
- (g) Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner and City relative to the subject matter hereof and there are no promises, agreements, conditions or understanding, oral or written, express or implied, between Owner and City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assign, and pursuant, with respect to City, to a duly adopted ordinance or resolution of the City.
- (h) Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
- (i) No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.

- (j) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance and Hailey's Subdivision Ordinance.
- (k) Relationship of Parties. It is understood that the contractual relationship between the City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.
- (l) No Waiver. In the event that the City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, the City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- (m) Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- (n) Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- (o) No Third Party Rights. This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties.
- (p) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.
- (q) Necessary Acts. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.


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

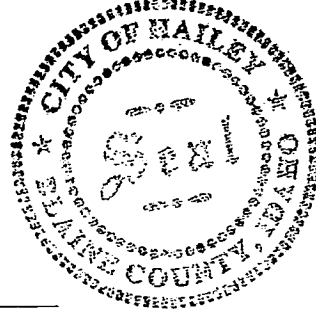
CITY OF HAILEY, an Idaho municipal corporation




Richard L. Davis
Mayor

ATTEST:

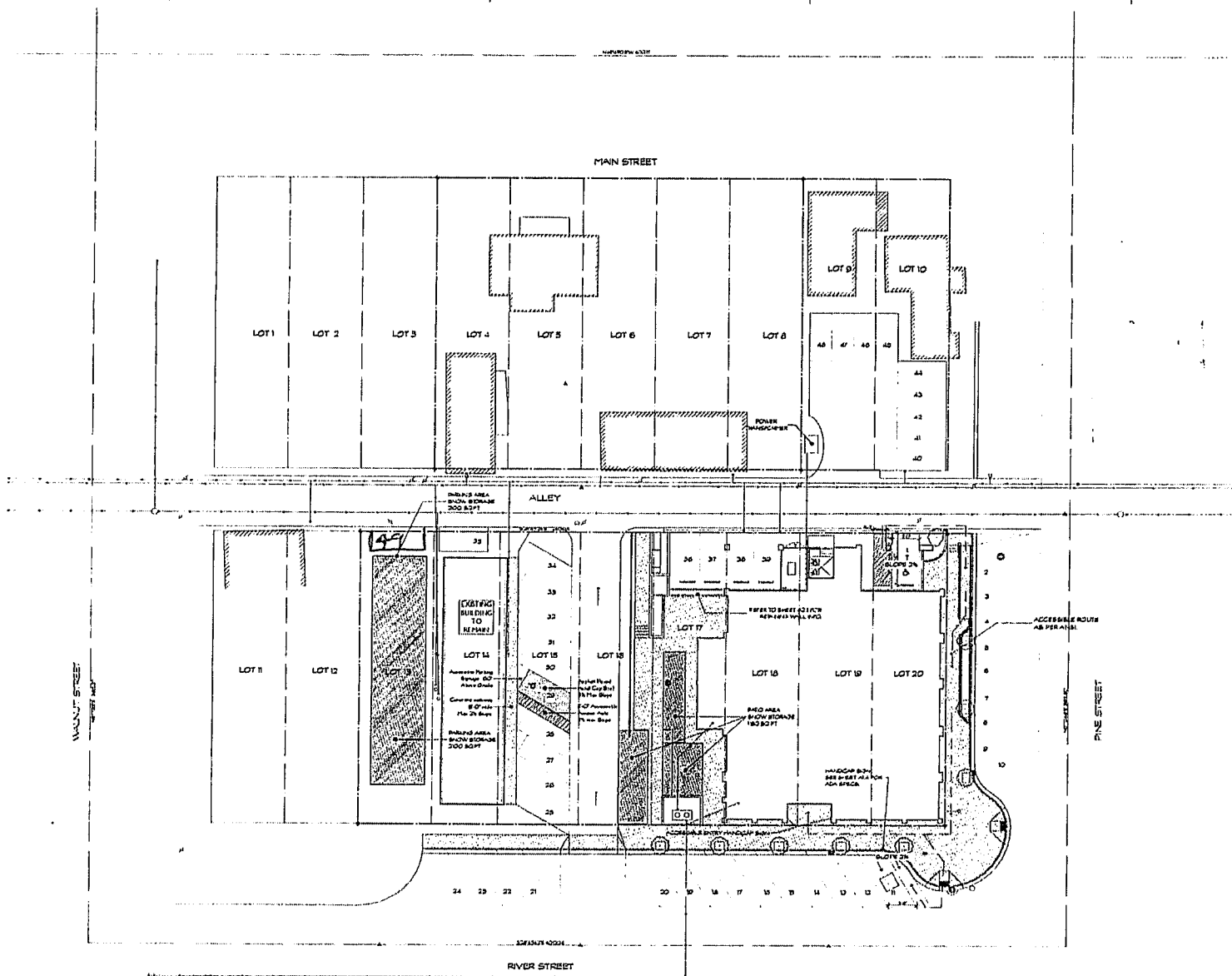


Mary Cone, City Clerk

FaPo Holdings Idaho LLC, an Idaho limited liability company



Jon C. McGowan
Managing Member



PARKING LAYOUT / BLOCK PLAN

GENERAL NOTES
 1. REFER TO CIVIL DRAWINGS FOR PROPERTY BOUNDARIES, ALL UTILITIES AND RAMP AND STAIR DEFINITIONS.
 2. REFER TO LANDSCAPE PLAN (A1-3) AND LANDSCAPE DETAILS (A1-4)

TODIN ARCHITECTS PA
 OFFICE OF ARCHITECTURE
 PLANNING
 AND DESIGN
 JOHN T. DOUGHERTY
 ARCHITECT AIA
 SEVIERVILLE OFFICE
 371 WATERFORD AVE NORTH
 SUITE A
 P.O. BOX 14001, 213
 KETCHUM, ID 83240
 TEL 208 726 8112
 FAX 208 726 9763
 BULOYCA OFFICE
 TEL 602 233 1963



The Village
 AT HAILEY CENTER
 CORNER OF PINE AND RIVER STREET HAILEY, ID

CONTRACT

NO. 1	DATE	DESCRIPTION
NO. 2	DATE	DESCRIPTION
NO. 3	DATE	DESCRIPTION
NO. 4	DATE	DESCRIPTION
NO. 5	DATE	DESCRIPTION
NO. 6	DATE	DESCRIPTION
NO. 7	DATE	DESCRIPTION
NO. 8	DATE	DESCRIPTION
NO. 9	DATE	DESCRIPTION
NO. 10	DATE	DESCRIPTION
NO. 11	DATE	DESCRIPTION
NO. 12	DATE	DESCRIPTION
NO. 13	DATE	DESCRIPTION
NO. 14	DATE	DESCRIPTION
NO. 15	DATE	DESCRIPTION
NO. 16	DATE	DESCRIPTION
NO. 17	DATE	DESCRIPTION
NO. 18	DATE	DESCRIPTION
NO. 19	DATE	DESCRIPTION
NO. 20	DATE	DESCRIPTION
NO. 21	DATE	DESCRIPTION
NO. 22	DATE	DESCRIPTION
NO. 23	DATE	DESCRIPTION
NO. 24	DATE	DESCRIPTION

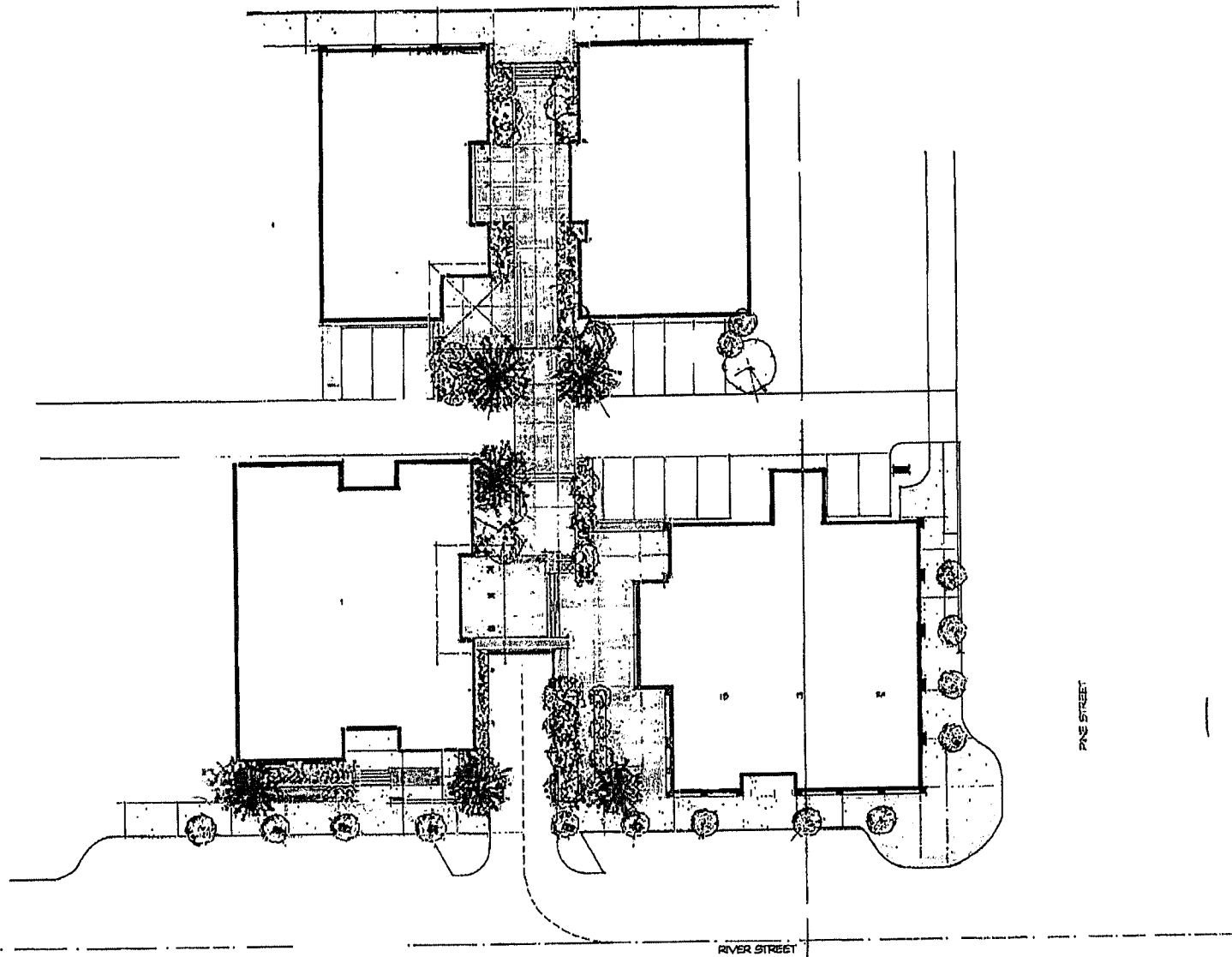


NO. 1	DATE	DESCRIPTION
NO. 2	DATE	DESCRIPTION
NO. 3	DATE	DESCRIPTION
NO. 4	DATE	DESCRIPTION
NO. 5	DATE	DESCRIPTION
NO. 6	DATE	DESCRIPTION
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NO. 8	DATE	DESCRIPTION
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NO. 10	DATE	DESCRIPTION
NO. 11	DATE	DESCRIPTION
NO. 12	DATE	DESCRIPTION
NO. 13	DATE	DESCRIPTION
NO. 14	DATE	DESCRIPTION
NO. 15	DATE	DESCRIPTION
NO. 16	DATE	DESCRIPTION
NO. 17	DATE	DESCRIPTION
NO. 18	DATE	DESCRIPTION
NO. 19	DATE	DESCRIPTION
NO. 20	DATE	DESCRIPTION
NO. 21	DATE	DESCRIPTION
NO. 22	DATE	DESCRIPTION
NO. 23	DATE	DESCRIPTION
NO. 24	DATE	DESCRIPTION

A1.1

EXHIBIT A

WALNUT STREET



PINE STREET

RIVER STREET

AREA DEVELOPEMENT PLAN
The Village at Hailey Center

PLAN SCALE: 1/8" = 1'-0"

EXHIBIT B

TOBIN
ARCHITECTS PA
 OFFICE OF ARCHITECTURE
 PLANNING
 AND DESIGN

A PROFESSIONAL
 ASSOCIATION
 540 WALNUT ST OFFICE
 571 WALNUT AVE NORTH
 SUITE A
 P.O. BOX 14001-203
 DENTON, TX 76204
 PH 254.724.4112
 FX 254.724.4143
 PH DALLAS OFFICE
 PH 409.233.1460

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into 8th November, 2007 by and between the City of Hailey ("City") and FaPo Holdings Idaho LLC, an Idaho limited liability company ("Owner").

RECITALS

Owner is the owner of record of that certain real estate more particularly described as Lots 13-20, and Lots 4-8, inclusive, Block 20, City of Hailey, Blaine County, State of Idaho (the "Property"). Owner has applied to City to initially develop the Property by constructing improvements thereon in the form of a three-story mixed use building on Lots 17-20, Block 20, including retail, commercial, and residential uses and a parking area on Lots 14-16, Block 20, to be known as the Village at Hailey Center ("Phase 1").

Upon development of future phases of the Property, the Owner intends to replace the parking area with underground parking, under certain of the remaining three buildings as depicted on the Area Development Plan, attached hereto as Exhibit "A."

The City has evaluated and reviewed the criteria under Section 6A.8 (Area Development Plan) of the Hailey Zoning Ordinance, and found the criteria in Section 6A.8 are satisfied.

The City's Planning & Zoning Commission and City Council have held public hearings and taken other action with respect to the development of the Property as required by law prior to the adoption and execution of this Agreement.

It is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement.

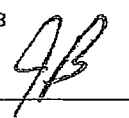
AGREEMENT

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

1. Development. The Property shall be developed as required and approved by the Hailey Planning and Zoning Commission under the City's Comprehensive Plan and Zoning Ordinance in effect at the time of the filing of the application. In addition, if the Project is converted to condominiums, the Project shall be subject to any applicable provisions of the Hailey Subdivision Ordinance (including Section 4.10, Parks, and Section 4.11, Community Housing).

Development Agreement - 1

Instrument # 558094
HAILEY, BLAINE, IDAHO
5-12-2008 02:51:53 No. of Pages: 8
Recorded for : CITY OF HAILEY
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
index to AGREEMENT/CORRECTION



2. Conditions. Owner and City are mutually bound by, and shall comply with all of the conditions contained in the final decision and findings of fact of the City and this Agreement.

3. Area Development Plan. Contingent upon suitable market, financial, and development considerations and the potential addition to or sale of contiguous parcels, the Owner envisions the potential development of up to and including a total of four buildings: two fronting River Street and two fronting Main Street with a central landscaped plaza/pedestrian area extending from Main Street to River Street between the four proposed buildings as depicted on the "Area Development Plan," attached hereto as Exhibit "A." Subject to the foregoing the Area Development Plan shall bind the Owner and Owner's Successors.

4. Sidewalks. The Property owner(s), unit owners, and/or the Owners' Association shall be responsible for the maintenance of the sidewalks and landscaping within the adjacent public right-of-ways, and shall be responsible for the snow removal from the sidewalks within the adjacent right-of-ways.

5. Surface Parking Lot. The parking area on Lots 14-16 may be comprised of a gravel (or similar) surface for a period not to exceed two years from the date of issuance of the Certificate of Occupancy for the Phase 1 building. However, the approach area shall be paved from River Street to the first parking stall. On or before the expiration of the two-year period, the Owner shall submit a landscaping plan before the Hailey Planning & Zoning Commission with a plan for additional landscaping or other screening of the parking lot from River Street and/or other areas on the site, and plans for paving the parking lot to City standards. In the event the parking area on Lots 14-16 remains after two (2) years from the issuance of a certificate of occupancy for the Phase 1 building, this Development Agreement shall be amended before any future phased development is permitted on the Property to determine whether there will be compliance with Section 6A.8 of the Hailey Zoning Ordinance, as amended.

6. Remedies. In the event either party, including heirs, successors and assigns of Owner's interest in the Party, or subsequent owners of the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be enforced in any court of competent jurisdiction by either City or Owner, or by any successor or successors in title or interest or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions and obligation contained herein, and may include an action for specific performance, breach of contract, reformation and/or rescission.

7. Right to Cure. In the event of a material breach of this Agreement, the parties agree that City and Owner, shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period, if the defaulting party shall commence to cure the same within such thirty (30) day period and thereafter shall

prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

8. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or City is delayed for causes which are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes, war or similar causes, the time for such performance shall be extended by the amount of time of such delay.

9. Miscellaneous.

- (a) Waiver. A waiver by either party of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner as applied to any subsequent breach of any such or other covenants and conditions.
- (b) Notices. Any and all notices, demands requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:
City of Hailey
c/o Administrator, Planning & Zoning Department
115 S. Main St, Ste. H
Halley, Idaho 83333
(208) 788-9815

To Owner:
Jon C. McGowan
FaPo Holdings Idaho LLC
PO Box 6
Sun Valley, ID 83353

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

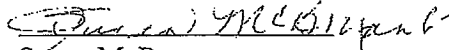
- (c) Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction.

- (d) Time is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
- (e) Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the property, or portions thereof; except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
- (f) Recordation & Effective Date of Agreement. Upon finalization the City shall record this Agreement with the Blaine County Recorder. This Agreement shall be effective on the date of its recording with the Blaine County Recorder
- (g) Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner and City relative to the subject matter hereof and there are no promises, agreements, conditions or understanding, oral or written, express or implied, between Owner and City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assign, and pursuant, with respect to City, to a duly adopted ordinance or resolution of the City.
- (h) Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
- (i) No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.
- (j) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance and Hailey's Subdivision Ordinance.


- (k) Relationship of Parties. It is understood that the contractual relationship between the City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.
- (l) No Waiver. In the event that the City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, the City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- (m) Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- (n) Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- (o) No Third Party Rights. This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties.
- (p) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.
- (q) Necessary Acts. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.

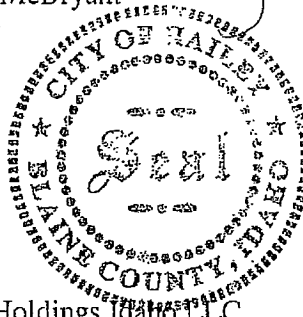
IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

CITY OF HAILEY, an Idaho municipal corporation


Susan McBryant
Mayor

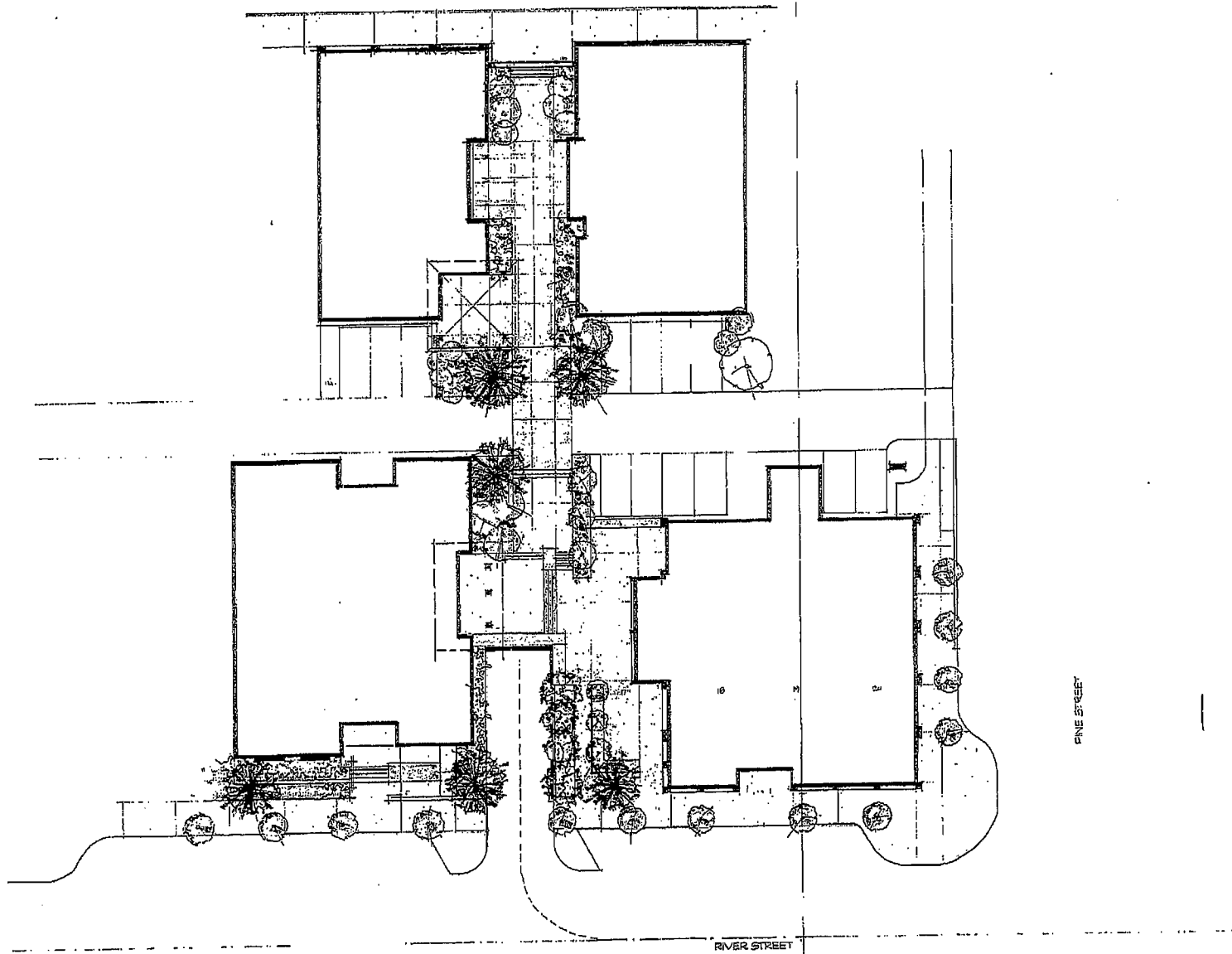
ATTEST


Heather Dawson, Clerk



FaPo Holdings Idaho LLC


Jon C. McGowan
Managing Member



WALNUT STREET

PINE STREET

RIVER STREET

AREA DEVELOPEMENT PLAN
 The Village at Hailey Center

PLAN SCALE: 1/8" = 1'-0"

EXHIBIT A

TOBIN
 ARCHITECTS PA
 OFFICE OF ARCHITECTURE
 PLANNING
 AND DESIGN
 A PROFESSIONAL
 ASSOCIATION
 SUN VALLEY ID 83450
 371 WALNUT AVE NORTH
 SUITE A
 P.O. BOX 14001 203
 BOZEMAN, ID 83724
 TEL 208.726-8182
 FAX 208.726-9743
 HAN J. ANTOJA, OFFICE
 TEL 602.244.4878

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09-09-2019 **DEPARTMENT:** Legislative/Parks **DEPT. HEAD SIGNATURE:** HD/

SUBJECT:

Consideration of Ordinance _____, amending Hailey Municipal Code Section 12.12.040 to include Kiwanis Park as a city-wide park and other minor housekeeping amendments.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Minor housekeeping amendment to change the name of Kiwanis Park within Municipal Code Section 12.12.040, and to revise wording to make administration of the ordinance more clear.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve first reading by title only of Ordinance _____, amending Hailey Municipal Code Section 12.12.040 to include Kiwanis Park as a city-wide park and other minor housekeeping amendments.

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)

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO AMENDING CHAPTERS 12.12.040 OF THE HAILEY MUNICIPAL CODE BY AMENDING RESERVATION OF CITY PARKS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORING TO LAW.

WHEREAS, the Mayor and the City Council of the City of Hailey have adopted Chapter 12.12.040 defining and regulating parks and public pathways; and

WHEREAS, the Mayor and City Council wish to clarify and amend the provisions of Chapter 12.12.040; and

WHEREAS, the Mayor and the City Council of the City of Hailey desire to promote the health, safety and welfare of all users and promote public interest management of city parks and public pathways.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 12.12.040 of the Hailey Municipal Code is hereby amended by the addition of the underlined language and the deletion of strike out language as follows:

12.12.040: RESERVATION OF CITY PARKS:

A. Applicability: Reservation for the exclusive use of a portion of a City park, for gatherings of less than two hundred fifty (250) people shall require the prior issuance of a park reservation. For gatherings that are reasonably expected to attract two hundred fifty (250) or more people, or require the exclusive use of the entire park, or involve a Sales Event as defined in 12.12.010.B Multi-Retailer Sales Event and 12.12.010.C Community Event Sales, the procedures and requirements of chapter 12.14 of this title shall apply instead. Sales Events as defined in 12.12.010.A - Single Retailer Sales Event shall not be allowed in city parks.

1. Hop Porter and McKercher Parks shall be kept available for special events, defined and administered pursuant to chapter 12.14 of this title, on the Friday, Saturday and Sunday of the following weekends of each year:

a. Memorial Day;

b. The weekend closest to July 4. If July 4 is on a Tuesday, the weekend before is reserved. If July 4 is on a Wednesday or Thursday, then the weekend after is reserved;

c. ~~The first weekend of August for the Northern Rockies Folk Festival;~~

d. Labor Day;

d.e. The second weekend in October for the Trailing of the Sheep Festival;

2. Deerfield, Curtis, ~~the skatepark, Balmoral~~ and Echo Hill Parks are neighborhood parks that should remain available for use by the general public and shall not be reserved for exclusive use, except with an approved special events application pursuant to chapter 12.14 of this title. Reservations of these parks for seasonal events shall be prohibited due to the limited parking available.

3. Jimmy's Garden, the Hailey Skatepark and E.W. Fox Demonstration Garden are city-wide special use parks and shall not be reserved for exclusive use except with an approved special events application pursuant to chapter 12.13 of this title.

4. Sports fields at Cutters, Foxmoor, ~~Balmoral~~Kiwanis, Keefer and McKercher Parks shall be available for recreational league use through a seasonal event permit, limited to four (4) days per week.

5. ~~Reservation of Deerfield Park for seasonal events shall be prohibited due to the limited parking available.~~

6. Keefer Park has three (3) playing fields and one (1) baseball/softball field. One (1) reservation and applicable fees shall be required and apply for each individual playing field.

Section 2. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. Repealer Clause. All ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2019.

Fritz X. Haemmerle, Mayor

Attest:

Mary Cone, City Clerk

Publish: Idaho Mountain Express _____

Return to Agenda

8/26/19

AGENDA ITEM SUMMARY

DATE: 08/12/2019 DEPARTMENT: Admin DEPT. HEAD SIGNATURE: HD

SUBJECT:

~~2nd and/or 3rd~~ Reading of Ordinance 1247, the annual appropriation ordinance, appropriating expenses for FY2020 in the amount of \$15,554,939

AUTHORITY: ID Code 50.1001-1007 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The annual budget process is nearly complete. 2nd and 3rd readings of the appropriation ordinance completes the city council's actions in adopting the budget.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to conduct 2nd and/or 3rd Reading by title only of Ordinance 1247, the annual appropriation ordinance, appropriating expenses for FY2020 in the amount of \$15,554,939.

ACTION OF THE CITY COUNCIL:

Date

8/12 - 1st reading
8/26/19 - 2nd reading
9/9 - 3rd reading
Ord. No. 1247

City Clerk _____

FOLLOW-UP:

HAILEY ORDINANCE NO. 1247

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, APPROPRIATING THE SUM OF \$15,554,939 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF HAILEY FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF HAILEY; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO AS FOLLOWS:

SECTION 1. The sum of \$15,554,939 shall be, and the same is hereby, appropriated to defray the necessary expenses and liabilities of the City of Hailey, Idaho, for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose, are as follows:

<u>GENERAL FUND EXPENDITURES</u>	
General Fund Operating Expenses	\$6,291,615
G.O. Bond	396,550
Capital Improvement Fund	2,553,530
<u>Total Expenditures</u>	<u>9,241,695</u>
<u>WATER & SEWER EXPENDITURES</u>	
Water Fund Expenditures	\$1,377,667
Water Fund Capital Expenditures	1,516,400
Water Bond Expenditures	150,225
Sewer Fund Expenditures	1,707,952
Sewer Fund Capital Expenditures	438,000
Sewer Bond Expenditures	570,000
Water Replacement Expenditures	123,000
Sewer Replacement Expenditures	430,000
<u>Total Expenditures</u>	<u>6,313,244</u>
<u>TOTAL EXPENDITURES ALL FUNDS</u>	<u>\$15,554,939</u>

SECTION 3. A general tax levy on all taxable property within the City of Hailey shall be levied in an amount allowed by law for the general purposes of said City for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

SECTION 4. All ordinances and/or portions or parts of ordinances in any way inconsistent with or in conflict with this Ordinance are hereby repealed.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 9th DAY OF SEPTEMBER, 2019.

Fritz X. Haemmerle, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express September 18, 2019.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09-09-2019 **DEPARTMENT:** Fire/Admin **DEPT. HEAD SIGNATURE:** HD/

SUBJECT:

Staff Report on Wood River Fire District's notice to terminate contract for services, with invitation to Hailey to propose new contract for services for fire prevention.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Correspondence pertaining to the subject, with Hailey's proposal and draft contract, are attached for city council information. Wood River Fire District will consider Hailey's proposal on September 18, 2019. The Hailey City Council will consider the matter fully on September 23, 2019.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

For information, no city council action required at this time.

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)

Heather Dawson

From: Heather Dawson
Sent: Thursday, September 05, 2019 11:03 AM
To: Jay Bilet; Seth Martin; Melanie Nevins
Cc: Stephanie Jaskowski; 'Bart Lassman (blassman@wrfr.com)'
Subject: RE: City of Hailey - Notice of Expiration for Contract of Services
Attachments: PROPOSAL.pdf; Wood River Fire and Rescue Contract 2019-2020.docx

Hello Chairman Bilet and WFRD Commissioners,

Attached you will find Hailey's proposal for fire prevention services for your consideration, with its elements included in a draft contract, also attached. The contract does provide for termination at any time during the year with 30 days' notice.

Please feel free to call with questions or concerns.

Heather Dawson
Hailey City Administrator

From: Stephanie Jaskowski <Sjaskowski@wrfr.com>
Sent: Monday, August 26, 2019 10:50 AM
To: Heather Dawson <heather.dawson@haileycityhall.org>
Cc: Jay Bilet <bilet@msn.com>; Seth Martin <firecommish@outlook.com>; Melanie Nevins <nevinsbr@aol.com>
Subject: City of Hailey - Notice of Expiration for Contract of Services

Good Morning Heather,

Attached is the Notice of Expiration to the City of Hailey for the current Contract for Services Agreement with the intent to allow for expiration of this agreement effective September 30, 2019.

Do you require the original letter or will this email suffice?

We look forward to a new request as soon as possible as described in the attached letter.

Please confirm receipt of this notice at your earliest convenience.

Thank you!

Stephanie Jaskowski
Office Manager
Wood River Fire & Rescue
117 E. Walnut Street
Hailey, ID 83333
(208)788-5577





117 East Walnut Street
Hailey, Idaho 83333
(208) 788-5577
FAX (208) 788-5579

August 22, 2019

To Heather Dawson, Hailey City Administrator:

The purpose of this letter is to:

1. Pursuant to the terms; the Wood River Fire Protection District is hereby providing written notice of more than 30 days to the City of Hailey of its intent to allow for the expiration at midnight September 30, 2019 of the current Contract for Services Agreement between the Parties, for Administrative and Fire Prevention Services.
2. Request from the City of Hailey, to provide the Wood River Fire Protection District with a proposal for a new Contract for Services Agreement for Fire Prevention Services which may include plan reviews, fire inspections and testing, fire prevention technical assistance and fire investigation from the Hailey Fire Marshall or Hailey Fire Inspector.

We sincerely look forward to hearing from you as soon as possible regarding this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Jay Bailet".

Jay Bailet, Chairman
Wood River Fire Protection District Commissioners

CC: Melanie Nevins, Seth Martin

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

(208) 788-4221
Fax: (208) 788-2924

September 5, 2019

Wood River Fire Protection District
Jay Bailet, Chair
117 East Walnut Street
Hailey, ID 83333

Dear Chairman Bailet and WRFD Commissioners:

We have received your notice of intent to terminate our contract for service. We appreciate your interest in receiving a proposal from Hailey for fire prevention services under a new contract.

As a separate matter, we also need to address the contractual elements required under Paragraph 7-Termination to rewrite the elements contained within Paragraph 4.B. pertaining to the FEMA SAFER grant.

Fire prevention services are identified in Exhibit A of our current contract as having a cost of \$34,100, as shown below:

Fire Marshall Salary and Benefits:	\$18,484
Fire Inspection Salary and Benefits:	\$11,169
15% City Overhead	\$ 4,448
TOTAL	\$34,100

We know that in the four years of our contractual relationship, fire prevention activity increased markedly two years ago from two elements, the large animal shelter commercial project and Hailey's staff being assigned the work of Fire Prevention Education at Bellevue Elementary School. Contracted fire prevention activity increased again this year when the WRFD Chief assigned all plan reviews and inspection to the contract team in March of this year. In order to determine whether \$34,100 was a fair price with these additional tasks, we assessed the average cost over the entire four years and found our price to be satisfactory to us, fair and equitable to all parties.

We expect the inspections that WRFD staff previously performed will all be done by Hailey staff under the proposed contract. With that expectation, our cost proposal is a simple increase of 3% over last year plus \$1,000 for mileage costs to and from inspections. We propose that WRFD pay \$36,120.00 for fire prevention services, as shown below:

Fire Prevention Services FY 2019:	\$34,100
3% Increase for FY 2020	\$ 1,020
<u>Mileage to and from inspections:</u>	<u>\$ 1,000</u>
TOTAL FY 2020 Proposed Cost:	\$36,120

Whether or not we proceed with a fire prevention service contract, we need to create a contract before the end of September as dictated by Paragraph 7-Termination, addressing the FEMA-SAFER Grant, the terms of which are contained within Paragraph 4.B of our existing contract. This grant represents Hailey's largest single effort to support the concepts of the Joint Powers Agreement. The JPA concepts are grounded in unified training, standards and response, with auto-aid and mutual-aid agreements being recognized not only as public safety protocol and best practices, but as a method by which to work as a unified team. Hailey included within the SAFER Grant the concept of paying benefits and training costs to paid-per-call firefighters of both jurisdictions in an effort to increase efficiencies and uniformity of response from either organization. Three members of Hailey's staff outside of the fire department have contributed significant hours to that grant application and the ongoing management of the grant. Although these administrative costs are not covered under the grant, they bring value to the cooperative effort of the two jurisdictions.

Under the direction of the mayor, we are drafting language for the new agreement which ties the SAFER grant benefits more closely to our mutual cooperative efforts. Currently, grant benefits are eligible for firefighters who respond to calls from either agency's fire houses or upon either agency's engines. Should the cooperative agreements we've established, such as mutual aid, auto aid or joint powers agreements be terminated, a contingency in the new language will confine the grant benefits to only those firefighters who respond on Hailey engines.

Please let us know whether Wood River Fire Protection District is interested in pursuing the contract for fire prevention services at the cost we have proposed. We have prepared the attached draft agreement for your consideration during your next Commissioners Meeting. The Hailey City Council will be reviewing the draft during September as well. We welcome any comments, suggestions or concerns in our mutual effort to create an agreement satisfactory to both parties.

If you have any questions, feel free to contact me or Chief Aberbach.

Sincerely,

A handwritten signature in cursive script that reads "Heather Dawson". The signature is written in black ink and is positioned above the typed name and title.

Heather Dawson
Hailey City Administrator
208-788-4221 ext 18

CONTRACT FOR SERVICES
(Wood River Fire Protection District and City of Hailey)

This Contract for Services ("Contract") is made and entered into this ____ day of _____, 2019, by and between the City of Hailey, an Idaho municipal corporation ("Hailey") and the Wood River Fire Protection District, commonly known as Wood River Fire and Rescue, an Idaho political subdivision ("WRFR"). (Hailey and WRFR may individually be referred to as a "Party" and are collectively referred to as the "Parties").

RECITALS

A. WRFR is a rural protection district and a political subdivision in Blaine County, Idaho and has authority to enter into this Contract. The duly elected and acting commissioners of the WRFR are Jay Bailet, Seth Martin and Melanie Nevins.

B. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Contract. Fritz X. Haemmerle is the duly elected Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Contract.

C. The Hailey Fire Marshall and fire prevention/inspection staff have performed fire prevention services under a contract for services since May 1, 2015. The scope of these services is described in Paragraph 1, below. The Parties are agreeable with the services described in Paragraph 1 for the term and consideration as set forth in this Contract.

D. Subject to the terms and conditions of this Contract, the Parties desire to enter into this Contract to provide services to one another. The Parties are authorized to enter this Contract under applicable law, including but not limited to, Idaho Code §§ 31-1417, 31-1430, 50-301 and 67-2332.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. Fire Prevention Services. Hailey shall provide to WRFR services in the area of fire prevention, inspection and investigation from personnel within the Hailey Fire Department. This may include plans review, fire prevention technical assistance, fire investigation from the Hailey Fire Marshall or Hailey Fire Inspector, inspections and prevention education, together with those services set forth in this Agreement.

2. Term. This Contract is effective commencing at 12:01 o'clock a.m. on October 1, 2019, and continuing until midnight September 30, 2019 ("Initial Term"). The term of this Contract shall be automatically extended by the parties for one (1) additional one (1) year term after the Initial Term ("Extended Term") under the same terms and conditions of this Contract unless either Party provides more than thirty (30) days' notice of written notification of its intent to terminate the Contract.

3. Consideration. WRFR shall pay Hailey for the services provided in Paragraph 1 under this Contract the annual sum of thirty-six thousand one hundred twenty five dollars (\$36,120.00), which shall be paid in monthly installments equal to one twelfth (1/12) of the annual sum, or three thousand ten dollars (\$3,010.00), beginning on or before October 10, 2019

and on or before the tenth day of each month thereafter during the term of this contract. In the event that the contract enters into an Extended Term, the Parties agree to evaluate during their future budget cycles the consideration to be paid and services provided and make equitable adjustments to the consideration to be paid in the following fiscal year. In the event WRFR fails to make a monthly payment within fifteen (15) days of the payment due date as provided herein, WRFR shall be responsible for paying the delinquent amount and an additional payment equal to the current rate of return for the State of Idaho Local Government Investment Pool on the delinquent amount for the entire period of the delinquency.

4. Additional Services – FEMA SAFER Grant. Hailey has entered into a grant agreement with Department of Homeland Security Federal Emergency Management Agency for a SAFER grant. The grant is intended to increase recruitment and retention of Paid on Call Firefighters, by paying for benefits and training for Hailey's Paid on Call firefighters. WRFR Paid on Call firefighters shall be eligible for the same benefits and training and incentives, under the same point system for rewards and compensation, as Hailey's personnel provided that auto aid agreements, mutual aid agreements, joint powers agreements remain in place or are replaced by other potential future agreements which increase coordinated services and cooperation between the Parties. In the event that auto aid, mutual aid or joint powers agreements are discontinued, only Paid on Call firefighters responding on Hailey engines and equipment shall be eligible for points.

5. Reporting. Hailey and WRFD shall maintain accurate data collection on the services requested by and provided to the Parties. The Parties shall provide reports on a monthly basis or as requested by the Parties.

6. Nature of Relationship and FLSA Exemption. The Parties agree that Hailey is performing Professional fire prevention services under this Contract. WRFR shall not deduct and does not anticipate deduction for other benefits provided to WRFR employees in accordance with WRFR's current collective bargaining agreement. The services to be performed fall largely within the Professional Exemptions under the Fair Labor Standards Act (FLSA) and shall not be considered by WRFR or Hailey for purposes of calculating eligibility for payment of minimum wage or overtime as otherwise required under FLSA. Consistent with the foregoing, 1) control of Hailey personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by Hailey (allegations of misconduct shall be investigated in accordance with applicable personnel policies); 2) all persons rendering service hereunder shall be Hailey employees employed and supervised by Hailey; 3) all liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by Hailey hereunder shall be the responsibility of Hailey; and 4) ownership of equipment purchased by Hailey shall be retained by Hailey.

7. Termination Process. In the event either Party hereto desires to terminate this Contract prior to the expiration date, such Party may do so by giving thirty (30) days advance written notice to the other Party. Within the thirty (30) day period, the Parties shall enter into a separate agreement to carry out the intentions of Paragraph 4. until the final expiration of the FEMA SAFER grant described therein.

8. Insurance Requirements. Each Party shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, that commercial general liability insurance which it has previously acquired independently of this Contract, but which shall provide coverage for the purpose of protecting each other against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the other Party under this Contract. Such policies shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily

injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of either Party are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the other Party.

9. Indemnification.

A. WRFR to Hold Hailey Harmless. WRFR hereby covenants to hold and save Hailey and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against Hailey, its officers, agents, or employees by reason of any acts or failures to act on the part of WRFR, its officers, agents, or employees in the performance of the duties required by the terms of this Contract.

B. Hailey to Hold WRFR Harmless. Hailey hereby covenants to hold and save WRFR and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against WRFR, its officers, agents, or employees by reason of any acts or failures to act on the part of Hailey, its officers, agents, or employees in the performance of the duties required by the terms of this Contract.

C. Liability Related to WRFR Policies, Rules or Regulations and County Ordinances. In executing this Contract, Hailey and the Hailey Fire Department do not assume liability or responsibility for or in any way release WRFR from any liability or responsibility which arises in whole or in part from the existence or effect of WRFR policies, rules or regulations and county ordinances. Hailey shall use reasonable best efforts, in consultation with the WRFR Fire Chief, to understand and administer WRFR policies or practices as necessary under this Contract. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such WRFR agreement, policy, rule or regulation and county ordinance is at issue, WRFR shall defend the same at its sole expense and, if judgment is entered or damages are awarded against WRFR, Hailey, the Hailey Fire Department, or any combination of these entities, WRFR shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject to inspection, review or audit by Hailey or WRFR during the term of this Contract and three (3) years after expiration or termination, as the case may be, unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

11. Contract Administration.

A. General Provisions. There is no separate legal entity or administrative entity created by this Contract. There is no separate budget or form of joint or cooperative financing authorized or required by this Contract. There is no authorization of or need to acquire, hold, or dispose of real or personal property under this Contract.

B. Contract Administrators. The WRFR Fire Chief and Hailey Fire Chief or their designee(s) shall serve as contract administrators to review contract performance and resolve operational problems or issues hereunder or with regard to the services provided hereunder.

C. Referral of Unresolved Problems. The WRFR Fire Chief and the Hailey Fire Chief shall refer any issue or problem, which cannot be resolved by the fire chiefs, to a

designated commissioner designated by the Board of Commissioners of the WRFR and the Hailey Mayor, who shall meet as necessary to resolve such issues.

12. General Provisions.

A. Police Powers. Nothing contained herein is intended to limit the police powers or other powers of Hailey or WRFR. This Contract shall not be construed to modify or waive any law, ordinance, rule, or regulations of WRFR or Hailey, or any subsequent amendment thereof.

B. Amendment. This Contract may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties hereto.

C. Assignment. Neither this Contract nor any portion thereof may be assigned by any party hereto without the prior written consent of the other Party.

D. Default. In the event either Party, its successor and assign, fail to faithfully comply with all the terms and conditions included in this Contract, it shall be in breach of this Contract.

E. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the Parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To WRFR: Wood River Fire and Rescue
117 East Walnut Street
Hailey, ID 83313

To Hailey: City of Hailey
115 Main Street So.
Hailey, Idaho 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

F. Attorney Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Contract, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred, including without limitation on appeal.

G. Entire Agreement/Waiver of Default. The Parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver or breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract.

H. Partial Invalidity. In the event any portion of this Contract shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise

unenforceable, the remaining provisions of this Contract, or parts hereof, shall remain in full force and effect.

I. Captions. The captions of this Contract are inserted only for the purpose of convenience and in no way define, limit or prescribe the scope or intent of this Contract or any part hereof.

J. No Presumptions. No presumption shall exist in favor or against any party to this Contract as a result of the drafting and/or preparation of this Contract.

K. Recitals Incorporated. The recitals set forth in this Contract are hereby incorporated herein by reference.

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

IN WITNESS WHEREOF, the parties have executed this Contract for Services effective on the date and year set forth herein.

WOOD RIVER RURAL FIRE PROTECTION DISTRICT

By: _____
Jay Bailet, Chairman

By: _____
Seth Martin, Commissioner

By: _____
Melanie Nevins, Commissioner

CITY OF HAILEY

By: _____
Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

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Agenda
HAILEY PLANNING & ZONING COMMISSION
Monday, September 16, 2019
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 Findings of Fact, Conclusions of Law and Decision of a Design Review Application by West Croy, LLC, represented by Daniel Moran, for two (2) new single-family residences. Unit A is 1,008 square feet and Unit B is 681 square feet. The project is located at 217 West Croy (Lots 17 and 18, Block 3, S. 10' of Alley adjacent to Lot 17 and 18, Croy Addition), in the General Residential (GR) and Townsite Overlay (TO) Zoning Districts. **ACTION ITEM**

CA 2 Adoption of the Findings of Fact, Conclusions of Law and Decision of a Text Amendment by Michelle Harris to Hailey Municipal Code Title 17, Section 17.01, Article L. Service Commercial Industrial District, to add "personal services" to the permitted Conditional Uses in SCI Sales and Office (SCI-SO) Zoning District. **ACTION ITEM**

Public Hearing

PH 1 Consideration of a Lot Line Adjustment by West Croy LLC, represented by Mark Phillips of Galena Engineering, for the reconfiguration of Lots 17 and 18, Block 3, Croy Addition. The reconfiguration would form two lots, Lot 17A, 4,494 square feet and Lot 18A, 4,494 square feet. The project is located at 217 W Croy St within the General Residential and Hailey Townsite Overlay Zoning Districts.

PH 2 Consideration of a Design Review Application by FAPO Holdings Idaho, LLC c/o Engel and Associates, LLC represented by Samantha Stahlnecker, PE of Galena Engineering, for 2 new parking lots. Parking Lot A, located on the North East corner of Pine Street and S River Street will contain 8 parking stalls with access points from S River Street and the alley. This project is located at 308 and 314 S River Street (Lots 14-20, Block 20, Hailey Townsite) within the Business and Hailey Townsite Overlay Zoning Districts. Parking Lot B, located on the south west corner of Pine Street and S River street will contain 31 parking stalls with an entrance and exit access point off of Pine Street. The project is located at 401 and 407 S River Street (Lots 1-3, Block 18, Hailey Townsite) within the General Residential and Hailey Townsite Overlay Zoning districts.

PH 3 Consideration of an amendment to a Conditional Use Permit for Blaine County School District (BCSD) Bus Barn Facility, approved on July 10, 2003. The amendment is to review the Condition of Approval, Condition (o):

Condition (o): The School District shall implement its pre-trip inspection list for the bus drivers to reduce noise as follows:

ONLY IN BUS PARKING AREA: Use Interrupt Switch (Push and Hold) while backing up from parking area.

The project is located at 1250 Fox Acres Rd (Lot 1A, Block 3, Wood River High School Campus PUD Subdivision), in the General Residential (GR) Zoning District.

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: September 30, 2019

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**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday September 23, 2019 * Hailey City Hall Meeting Room**

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

ACTION ITEM.....

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

CONSENT AGENDA:

- CA 000 Grant Agreements
- CA 000 grant contracts
- CA 000 **Motion to approve Resolution 2019-____, authorizing Dell computer lease for Hailey Public Library**.....
- CA 000 Special Events
- CA 000 Motion to approve minutes of and to suspend reading of them **ACTION ITEM**.....
- CA 000 Motion to approve claims for expenses incurred during the month of November, 2018, and claims for expenses due by contract in____, 2019 **ACTION ITEM**.....

MAYOR’S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS

AA 000

PUBLIC HEARING:

PH 000 Public Hearing on a final Plat application for Carbonate View Subdivision represented by Galena Engineering on behalf of W Squared, LLC for Tax Lot 8364 S. 9 & 16, T2N, R18E, Hailey. The property has received preliminary plat approval to be resubdivided into fourteen (14) single family lots, ranging in size from 7,000 square feet to 9,047 square feet. All of the lots will have frontage on W. Chestnut Street. Parcel B is proposed as a 60’ wide public right-of-way, dedicated to the City and containing a public pathway and fire access lane, subject to future reconstruction for use as a local street (extension of Almond Street) upon undergoing a public hearing process and determination of need by the City Council. This 60-foot wide Parcel B connects to Parcel A within the Sherwood Forest Subdivision, thereby connecting Carbonate Street and Robin Hood Drive. The project is located in the General Residential (GR) Zoning and Floodplain Overlay Districts. **ACTION ITEM**....

NEW BUSINESS:

NB 000 Discussion of FEMA Floodplain issues regarding roadway and pathway bridge infrastructure at Quigley Farms

OLD BUSINESS:

OB 000

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports

- SR 000
- SR 000 Draft of next Planning and Zoning Commission meeting agenda.....
- SR 000 Draft of next City Council meeting agenda.....

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

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - Next Resolution Number- 2018-01

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