AGENDA OF THE  
HAILEY CITY COUNCIL MEETING  
Monday September 10, 2018 * 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 333 Motion to set two special meetings of the Hailey City Council, on Monday September 17, 2018 and on Monday, October 1, 2018, and to cancel the regular meeting of Monday September 24, 2018. ACTION ITEM

CA 334 Motion to approve Resolution 2018-89, authorizing the mayor’s signature on Memorandum of Understanding with Blaine County for administration of Idaho Water Resource Board Grant by which Hailey will receive, through Blaine County from the State, $84,813 in funds for infrastructure maintenance on Della View streets contingent upon receiving matching funds from Flood Control District No. 9 of $86,779 ACTION ITEM

CA 335 Motion to approve Resolution 2018-90, authorizing the mayor’s signature on Memorandum of Understanding with Flood Control District #9 by which Hailey will receive $86,779 from Flood Control District toward infrastructure maintenance on Della View streets ACTION ITEM

CA 336 Motion to approve Resolution 2018-91, authorizing city officials’ acceptance of Grant Agreements and Terms for a Staffing for Adequate Fire and Emergency Response (SAFER) grant from FEMA Department of Homeland Security, which will pay $664,516 in recruitment, retention and training for Hailey and WRFR firefighters over a four-year term ACTION ITEM

CA 337 Motion to approve Resolution 2018-92, ratifying city officials’ acceptance of Grant Agreement for a State of Idaho Department of Health and Welfare subgrant to purchase equipment purchase in the amount of $2,097.50 for five new pagers ACTION ITEM

CA 338 Motion to approve Resolution 2018-93, authorizing the mayor’s signature on seven applications to place surface water right numbers 37-22773, 37-22774, 37-22775, 37-22776 (four water rights associated with Northridge) and 37-22311, 37-22316, 37-22321 (three water rights associated with Old Cutters) into the Water Supply Bank ACTION ITEM

CA 339 Motion to approve Resolution 2018-94, and authorize the mayor to sign, Pay Estimate No. 2 in the amount of $112,880.71, for work completed on the Pathways for People – Croy St. and 2nd Ave. project ACTION ITEM

CA 340 Motion to adopt Resolution 2018-95, approving and authorizing the mayor to sign Change Order No. 2 for an increase of $11,438.00 for modifications on the Pathways for People – Croy St. and 2nd Ave project ACTION ITEM

CA 341 Motion to adopt Resolution 2018-96, approving and authorizing the mayor’s signature on Change Order No. 1 to extend the final completion date to October 12, 2018, and to increase the contract price by $3,307.20 for modifications on the Water System Pressure Reducing Station project ACTION ITEM

CA 342 Motion to approve Resolution 2018-97, authorizing contract with Rick Allington for Misdemeanor prosecutions for annual amount of $45,457 ACTION ITEM

CA 343 Motion to approve Resolution 2018-98, authorizing contract for services with Blaine County School District for School Resource Officers; contract amount of $180,353 ACTION ITEM

CA 344 Motion to approve Resolution 2018-99, authorizing contract for housing management services with Blaine County Housing Authority; contract amount of $3,000 in 4 annual installments, plus bookkeeping services by Hailey City Treasurer ACTION ITEM

CA 345 Motion to approve Resolution 2018-100, authorizing renewal of Hailey’s major medical health insurance through Blue Shield’s Gold/Silver/Bronze Direct Small Group Plan ACTION ITEM

CA 346 Motion to approve alcohol license renewals for Hailey businesses ACTION ITEM

CA 347 Motion to approve special event, Wood River High School Homecoming Parade to be held on Main Street to Pine Street Friday October 12 from 3 pm to 4 pm ACTION ITEM

CA 348 Motion to approve special event, Bloom Mobile Market at Balmoral Apartments on Thursdays beginning September 6 through November 8 from 5:30 pm to 6:30 pm ACTION ITEM
CA 349 Motion to approve Findings of Fact and Conclusions of Law on a Lot Line Adjustment by David and Jacqueline Hennessy, wherein Lots 1-12, the 13’ portion of the vacated alley adjacent to Lots 1-12, and the 20’ portion of the vacated Carbonate Street adjacent to Lot 1, are reconfigured to create Lots 1A, 2A and 3A. The reconfiguration of the lots forms three lots, Lot 1A, comprising of 19,265 square feet, Lot 2A, comprising of 13,284 square feet and Lot 3A, comprising of 9,963 square feet. The project is located at 666 East Carbonate Street, Section 9, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Residential (LR-1) Zoning District ACTION ITEM................................................................................................................... 187

CA 350 Motion to approve minutes of August 13, 2018 and to suspend reading of them ACTION ITEM................................. 206

CA 351 Motion to approve minutes of August 21, 2018 and to suspend reading of them ACTION ITEM................................. 219

CA 352 Motion to ratify claims paid in late August for expenses incurred during the month of July, 2018, and claims for expenses due by contract in August, 2018 ACTION ITEM ............................................................................................................ 223

CA 353 Motion to approve claims for expenses incurred during the month of August, 2018, and claims for expenses due by contract in September, 2012 ACTION ITEM.......................................................... 248

MAYOR’S REMARKS:
MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS
AA 354 Consideration of Resolution 2018—____, appointing Bob Wiederrick to Hailey Parks and Lands Board to fill the term of Dean Hernandez, which expires December 31, 2020. ACTION ITEM................................................................................................................................. 256

AA 355 Consideration of Resolution 2018—____, appointing Jim Finch to Mountain Rides Transportation Authority for a 3-year term, which expires October, 2021 ACTION ITEM................................................................................................................................................ 260

PUBLIC HEARING:
PH 356 Consideration of the Pathways for People – Myrtle St. Connector Preliminary Design from Galena Engineering ACTION ITEM ........................................................................................................... 263

PH 357 Consideration of a Final Plat Application for Galena Building, previously known as Galena Condominiums, represented by Sean Flynn of Galena Engineering, where Lots 11, 12 and N. 25’ of Lot 13, Block 64, Hailey Townsite (516 North Main Street) are converted into a mixed-use condominium project. The project contains two (2) commercial units, two (2) short-term occupancy (commercial units) and three (3) residential units. This project is located in the Business (B) and Townsite Overlay (TO) Zoning Districts. ACTION ITEM................................. 284

PH 358 Consideration and Second Reading of an amendment to Title 17, Section 17.05.040 District Use Matrix, to create a new Overlay Zone, “Downtown Housing Overlay District”. This District will be a new Chapter 17.04R, which includes general application, bulk requirements, density and parking space requirements for apartments averaging 600 square feet in size (Ordinance No. 1238 and Summary). An amendment to the City of Hailey Zone District Map, “Downtown Residential Overlay”, updated with map amendments from the August 13, 2018 Council meeting to exclude of all lands east of the alley between Main Street and First Avenue (Ordinance No. 1239) (will be continued on September 17, 2018 meeting) ACTION ITEM......................................................................................................................... 298

NEW BUSINESS:
NB 359 Consideration of Resolution 2018—____, authorizing an Annexation Review Agreement between 2-IT Ranch, LLC and the City of Hailey regarding annexation review of a 12.919-acre lot north of Hailey in the Hailey Area of City Impact adjacent to Highway 75 and Northridge Subdivision, stipulating that 2-IT Ranch, LLC fund consulting and staff services necessary to analyze the annexation proposal for the amount of $10,000. The Annexation includes a PUD and Preliminary Plat, and consists of ten (10) residential units, a par 3 nine-hole golf course, clubhouse with restaurant, outdoor event area and parking area(s) ACTION ITEM................................. 298

NB 360 Consideration of Alcohol Waiver for 516 North Main St. for restrictions on the sale of liquor within 300 ft of a school or church property, Tundra Restaurant ACTION ITEM........................................................................................................... 307

OLD BUSINESS:
OB 361 Consideration of Resolution 2018—____, authorizing Vacation Deed and for the Mayor to sign AND 3rd Reading of Ordinance No.1240, an ordinance authorizing a previously approved vacation of public right-of-way: the
vacation of a remaining portion of alley approximately 20’ wide by 26’ long adjacent to the south of E Cedar St between Lots 1 & 13 of Hailey Block 137 ACTION ITEM

OB 362 2nd reading of Ordinance No.1241, annual appropriation, authorizing the expenditure of $13,633,526 for FY 2019 ACTION ITEM

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 363 Letter Amendment 1 from FAA on AIP grant 3-16-0016-042-2016, increasing the maximum obligation by $25,567
SR 364 Letter from Idaho Housing and Finance regarding Snow Mountain Apts. and Blaine Manor Apts.
SR 365 Next Planning and Zoning Commission draft meeting agendas
SR 366 Next City Council draft agenda

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

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - 1242 Next Resolution Number- 2018-101
AGENDA ITEM SUMMARY

DATE: 09/10/2017  DEPARTMENT: Admin  DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to set two special meetings of the Hailey City Council, on Monday September 17, 2018 and on Monday, October 1, 2018, and to cancel the regular meeting of Monday September 24, 2018. ACTION ITEM

AUTHORITY: □ ID Code ___________    □ IAR ___________    □ City Ordinance/Code ___________
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey City Council members asked for deviation in the meeting schedule to meet their personal schedules. Under the proposed motion, we have a quorum for each meeting, with no councilman missing more than one meeting. Councilman Thea will not be able to attend the September 10 meeting, and Councilman Teevin will not be able to attend the September 17 meeting. All will be able to attend on October 1.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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<thead>
<tr>
<th>City Administrator</th>
<th>Library</th>
<th>☑ Benefits Committee</th>
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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to set two special meetings of the Hailey City Council, on Monday September 17, 2018 and on Monday, October 1, 2018, and to cancel the regular meeting of Monday September 24, 2018. ACTION ITEM

ACTION OF THE CITY COUNCIL:

Date: __________________

City Clerk ____________________________________________________________

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record
Copies (all info.): ________
Instrument # __________________

*Additional/Exceptional Originals to: __________________
Copies (AIS only) __________________
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018  DEPARTMENT: PW/Finance  RESOLUTION NUMBER 2018-

SUBJECT:
Motion to approve Resolution 2018-89, authorizing the mayor's signature on Memorandum of Understanding with Blaine County for administration of Idaho Water Resource Board Grant by which Hailey will receive, through Blaine County from the State, $84,813 in funds for infrastructure maintenance on Della View streets contingent upon receiving matching funds from Flood Control District No. 9 of $86,779.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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 Council of the City of Hailey wish to enter into a Memorandum of Understanding with Blaine County in order that each party know and abide by its responsibilities under the project, 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

WHEREAS, the City Council of the City of Hailey recognize that the project is contingent upon Idaho Water Resources Board and Blaine County performing their responsibilities under their grant agreement, and upon Flood Control District No. 9 submitting matching funds to Hailey for the project.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Project grant and matching funds are intended to cover the entire cost of the project.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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 administration of Idaho Water Resource Board Grant by which Hailey will receive, through Blaine County from the State, $84,813 in funds for infrastructure maintenance on Della View streets, contingent upon receiving matching funds from Flood Control District No. 9 of $86,779, with Resolution 2018-89.

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. 2018-089

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING CITY OFFICIALS TO ACCEPT MEMORANDUM OF UNDERSTANDING WITH BLAINE COUNTY TO CARRY OUT TERMS OF IDAHO WATER RESOURCES BOARD GRANT AGREEMENT, UNDER WHICH BLAINE COUNTY WILL ACT AS PROJECT COORDINATOR AND DISTRIBUTE $84,813 FROM THE STATE TO THE CITY OF HAILEY FOR DRAINAGE IMPROVEMENTS WITHIN CITY INFRASTRUCTURE IN THE DELLA VIEW SUBDIVISION.

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 Council of the City of Hailey wish to enter into a Memorandum of Understanding with Blaine County in order that each party know and abide by its responsibilities under the project.

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

WHEREAS, the City Council of the City of Hailey recognize that the project is contingent upon Idaho Water Resources Board and Blaine County performing their responsibilities under their grant agreement, and upon Flood Control District No. 9 submitting matching funds to Hailey for the project.

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 administration of Idaho Water Resource Board Grant by which Hailey will receive, through Blaine County from the State, $84,813 in funds for infrastructure maintenance on Della View streets, contingent upon receiving matching funds from Flood Control District No. 9 of $86,779.

Passed this 10th day of September, 2018.

City of Hailey

_____________________________
Fritz X. Haemmerle, Mayor

ATTEST:

_____________________________
Mary Cone, City Clerk
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.

MOU Between Blaine County & City of Hailey
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.

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  

_____________________________  ____________________________
Attest: JoLynn Drage  
Blaine County Clerk

_____________________________  ____________________________
Fritz X. Haemmerle  
City of Hailey, Mayor

--7--
Mary Cone
City Clerk of the City of Hailey

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 _______ 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____________

MOU Between Blaine County & City of Hailey

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018  DEPARTMENT: PW/Finance  RESOLUTION NUMBER 2018-  

SUBJECT:
Motion to approve Resolution 2018-90, authorizing the mayor’s signature on Memorandum of Understanding with Flood Control District #9 by which Hailey will receive $86,779 from Flood Control District toward infrastructure maintenance on Della View streets.

AUTHORITY: □ ID Code  □ IAR  □ City Ordinance/Code (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

WHEREAS, the City of Hailey will benefit from a grant agreement between Idaho Water Resources Board and Blaine County to improve drainage infrastructure within the Della View Subdivision, and the City Council of the City of Hailey wish to enter into a Memorandum of Understanding with Flood Control District No. 9 by which Hailey will receive matching funds to Hailey for the project. The City of Hailey will receive $84,813 from Blaine County in grant funds under a separate MOU, and $86,779 from the Flood Control District in matching funds.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Project grant and matching funds are intended to cover the entire cost of the project.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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 Flood Control District #9 by which Hailey will receive $86,779 from Flood Control District toward infrastructure maintenance on Della View streets with Resolution 2018-90.

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. 2018-90

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING CITY OFFICIALS TO ACCEPT MEMORANDUM OF
UNDERSTANDING WITH FLOOD CONTROL DISTRICT NO. 9, BY WHICH HAILEY
WILL RECEIVE $86,779 FOR GRANT MATCH TO INSTALL DRAINAGE
IMPROVEMENTS WITHIN CITY INFRASTRUCTURE IN THE DELLA VIEW
SUBDIVISION.

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 Council of the City of Hailey wish to enter into a Memorandum of
Understanding with Flood Control District No. 9 by which Hailey will receive matching funds to
Hailey for the project.

WHEREAS, the City of Hailey will receive $84,813 from Blaine County in grant funds
under a separate MOU, and $86,779 from the Flood Control District in matching funds.

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 Flood Control District No. 9, under which the District will contribute
matching funds to Hailey for project implementation under an Idaho Water Resource Board
Grant of $86,779 for infrastructure maintenance on Della View streets.

Passed this 10th day of September, 2018.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING
Between
BLAINE COUNTY FLOOD CONTROL DISTRICT 9, 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

1. 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. Flood Control District No. 9 shall submit to the City of Hailey all grant match for the portion of the project which maintains or improves existing drainage infrastructure in the Della View Subdivision, up to $86,779.

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

Responsibilities (City of Hailey)

- City of Hailey will complete the work described in the Idaho Water Resource Board grant for maintenance or improvements to existing drainage infrastructure in the Della View Subdivision.
- 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 Flood Control District invoices or receipts for the portions of the project not paid for by the Grant.

Responsibilities (Flood Control District No. 9)

- Flood Control District will reimburse to the City of Hailey, within 30 days of receipt, any unpaid portion of bills and invoices not paid for through the grant, up to $86,779 for maintenance or improvements to existing drainage infrastructure in the Della View Subdivision.

3. MUTUAL INDEMNIFICATION

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

4. 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.

5. APPROVALS:

THE PARTIES HERETO have executed this instrument.

David Bell
Flood Control District No 9, Chairman

Date

Attest:
Flood Control District Secretary

Date

Fritz X. Haemmerle
City of Hailey, Mayor

Date

Mary Cone
City Clerk of the City of Hailey

Date
STATE OF IDAHO  

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  

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_____________________

MOU Between Flood Control District NO 9 & City of Hailey  
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Return to Agenda
AGENDA ITEM SUMMARY

DATE: __________________ DEPARTMENT: HFD DEPT. HEAD SIGNATURE: CA/HD

SUBJECT:

Motion to approve Resolution 2018-\(\text{Q}\), authorizing city officials’ acceptance of Grant Agreements and Terms for a Staffing for Adequate Fire and Emergency Response (SAFER) grant from FEMA Department of Homeland Security, which will pay $664,516 in recruitment, retention and training for Hailey and WRFR firefighters over a four-year term.

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Approval to allow Chief Aberbach to electronically accept a 4-year FEMA SAFER 100% funded grant for Volunteer Firefighter Recruitment & Retention. This federal grant requires assurances and grant compliance in all contractual areas listed in the attached Award notification from FEMA.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2018-\(\text{Q}\), authorizing city officials’ acceptance of Grant Agreements and Terms for a Staffing for Adequate Fire and Emergency Response (SAFER) grant from FEMA Department of Homeland Security, which will pay $664,516 in recruitment, retention and training for Hailey and WRFR firefighters over a four-year term.

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. 2018-91

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING CITY OFFICIALS TO ACCEPT FEMA GRANT AGREEMENT AND
ASSURANCES FOR A 4-YEAR SAFER GRANT OF $664,516.

WHEREAS, the City of Hailey has been notified that we will be awarded $664,516 from
FEMA for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant, which will be
used for the recruitment, training and retention of Hailey and Wood River Fire Protection
District firefighters over a four-year period.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the terms of this grant and
authorizes city officials to sign and/or electronically accept grant agreements, assurances and
documents.

Passed this 10th day of September, 2018.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
Mr. Craig Aberbach
Hailey Fire Department
115 S Main St
Hailey, Idaho 83333-8408

Re: Award No. EMW-2017-FF-00144

Dear Mr. Aberbach:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of $664,516.00. As a condition of this award, you are required to contribute a cost match in the amount of $0.00 of non-Federal funds. The Federal share is $664,516.00 of the approved total project cost of $664,516.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your recruitment period has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

8/24/2018
Sincerely,

Thomas George DiNanno
GPD Assistant Administrator
Summary Award Memo

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2017-FF-00144
GRANTEE: Hailey Fire Department
DUNS NUMBER: 168191517
AMOUNT: $664,516.00, Recruitment

Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

17-NOV-18 to 16-NOV-22

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel: $48,820.00
Fringe Benefits: $1,920.00
Travel: $0.00
Equipment: $50,000.00
Supplies: $0.00
Contractual: $50,926.00
Construction: $0.00
Other: $512,850.00
Indirect Charges: $0.00
Total: $664,516.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)
The Program Office has made the following reductions to your award: Line 4. Benefits Program - New year 1 total = $92,250; new year 2 total = $101,250; new year 3 total = $112,500; new year 4 total = $112,500. Line 5. Tuition Costs. Reduce from $117,600 to $75,600 (a $42,000 reduction); reduced to reflect the request details comment of funding tuition assistance for 9 members; year 1 total is $42,000, year 2 is $16,800 and years 3 and 4 are $8,400. Line 6. Tuition assistance - Books/Lab Fees - removing the $29,050 cost. Line 6. Tuition assistance - Mandatory Travel for Class and Clinical, Paramedic Program - removing the $67,500 cost. Line 8. Recruitment & Retention Coordinator - Salary (Employee) - removing the $7,590 cost. Line 10. Grant Administrator - Salary (Employee) - removing the $6,192 cost. Line 11. Grant Administrator - Fringe Benefits (Employee) - removing the $2,592 cost. Line 12. Grant Administrator - Fringe Benefits (Employee) - removing the $2,112 cost. Line 13. Training - Leadership/Career Training - removing the $9,000 cost. Line 13. Training - Leadership/Career Training removing the $6,000 cost. Therefore, they have recommended the award at this level: Total budget $664,516 Federal share $664,516 Applicant share $0.00 Any questions pertaining to your award package, please contact your GPD Grants Management Specialist Katrice Hagan at Katrice.Hagan@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)
AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) Grants

GRANTEE: Hailey Fire Department

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Recruitment

AGREEMENT NUMBER: EMW-2017-FF-00144

AMENDMENT NUMBER:

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Article I. Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their programs as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
Article II. DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article III. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

Article IV. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI. Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII. Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101-12213).

Article VIII. Animal Welfare Act of 1966

Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article IX. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X. Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The
prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. § 100.201.)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including but not limited to the following:

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Article XIII. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XIV. Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article XV. Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**Article XVI. Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1986 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

**Article XVII. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance...
award provided for in 2 C.F.R. Part 200. Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or financial aid award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX. Environmental Planning and Historic Preservation Screening

AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryers, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer extractors are subject to FEMA’s Environmental Planning and Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA’s Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at: https://www.fema.gov/library/viewRecord.do?id=6906. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

Article XXI. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXII. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXIII. Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in F.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXIV. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of
Article XXV. Hotel and Motel Fire Safety Act of 1990


Article XXVI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVII. Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXVIII. National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXX. Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401.

Article XXXIII. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIV. Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV. Protection of Human Subjects

Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXXVI. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVII. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII. Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIX. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical...
Article XL. Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XLII. Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XLIII. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article XLIV. Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
**FEDERAL EMERGENCY MANAGEMENT AGENCY**

**OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

<table>
<thead>
<tr>
<th>1. AGREEMENT NO.</th>
<th>2. AMENDMENT NO.</th>
<th>3. RECIPIENT NO.</th>
<th>4. TYPE OF ACTION NO.</th>
<th>5. CONTROL AWARD NO.</th>
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<tr>
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<td>0</td>
<td>82-6000201</td>
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<table>
<thead>
<tr>
<th>6. RECIPIENT NAME AND ADDRESS</th>
<th>7. ISSUING OFFICE AND ADDRESS</th>
<th>8. PAYMENT OFFICE AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hailey Fire Department</td>
<td>Grant Programs Directorate</td>
<td>FEMA, Financial Services Branch</td>
</tr>
<tr>
<td>617 South Third Avenue</td>
<td>500 C Street, S.W.</td>
<td>500 C Street, S.W., Room 723</td>
</tr>
<tr>
<td>Hailey, Idaho, 83333-8600</td>
<td>Washington DC, 20472</td>
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</table>

<table>
<thead>
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<tr>
<td>Craig Aberbach</td>
<td>Catherine Patterson</td>
<td>1-866-274-0960</td>
<td>17-NOV-18</td>
<td>SF-270</td>
<td>Cost Sharing</td>
<td>From: 17-NOV-To: 16-NOV-22</td>
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<table>
<thead>
<tr>
<th>15. DESCRIPTION OF ACTION</th>
<th>16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Indicate funding data for awards or financial changes)</td>
<td>SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.</td>
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<table>
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<tr>
<th>PROGRAM NAME ACRONYM</th>
<th>CFDA NO.</th>
<th>ACCOUNTING DATA (ACCS CODE)</th>
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<th>AMOUNT AWARDED THIS ACTION + OR (-)</th>
<th>CURRENT TOTAL AWARD</th>
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**TOTALS** | $0.00 | $664,516.00 | $664,516.00 | $0.00 |

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<th>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</th>
<th>18. FEMA SIGNATORY OFFICIAL (Name and Title)</th>
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<tr>
<td>DATE</td>
<td>DATE</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ROSALIE VEGA</td>
<td></td>
</tr>
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</table>
AGENDA ITEM SUMMARY

DATE: _____________________ DEPARTMENT: HFD DEPT. HEAD SIGNATURE: CA/HD

SUBJECT:

Motion to approve Resolution 2018-12, ratifying city officials' acceptance of Grant Agreement for a State of Idaho Department of Health and Welfare subgrant to purchase equipment purchase in the amount of $2,097.50 for five new pagers for Hailey Fire Department

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Ratifies acceptance of grant from Idaho Dept of Health and Welfare for 5 new pagers costing up to $2,097.50

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2018-12, ratifying city officials' acceptance of Grant Agreement for a State of Idaho Department of Health and Welfare subgrant to purchase equipment in the amount of $2,097.50 for five new pagers for Hailey Fire Department.

ACTION OF THE CITY COUNCIL:

Date: _____________________

City Clerk ________________________

FOLLOW-UP:

*Ord./Res./Agrnt./Order Originals: Record Copies (all info.): ______________________
*Additional/Exceptional Originals to: ____________________
Instrument # ____________________
Copies (AIS only)
CITY OF HAILEY
RESOLUTION NO. 2018-92

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE SUBGRANT AGREEMENT WITH IDAHO DEPARTMENT OF
HEALTH AND WELFARE FOR EMS EQUIPMENT.

WHEREAS, the City of Hailey has been notified that we will be awarded $2097.50 from
Idaho Department of Health and Welfare for EMS equipment, which will be used for the
purchase of five pagers for Hailey Fire Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the terms of this grant and
ratifies that city officials sign grant agreements and documents.

Passed this 10th day of September, 2018.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
August 21, 2018

Hailey Fire Department
Craig Aberbach
617 3rd Avenue South
Hailey, ID 83333

Re: Subgrant HC115900

Enclosed is the proposed subgrant between the State of Idaho, Department of Health and Welfare, and your organization for EMS equipment.

Review the subgrant and if it meets your approval, please complete all the information in the signature block area on the designated pages, sign and date both originals. Do not return subgrants to Program Staff or Contract Monitor. Return both signed subgrants as soon as possible to:

Idaho Department of Health and Welfare
Contracting and Procurement Services
Attn: Kristin Perry, 9th floor
450 West State Street
Boise, ID 83702

Any handwritten changes made to the enclosed subgrant will not be accepted. All changes must be submitted to the Department for consideration prior to signing the subgrant. Department approved changes will be incorporated into the subgrant document and a revised document will be sent to the Subgrantee for signature.

It is understood that this subgrant is effective when it is signed by both parties, or at a later date if specified in the subgrant. The Subgrantee shall not render services to the Department until the subgrant has become effective. The Department will not pay for any services rendered prior to the effective date of the subgrant.

After signature by the Department, one fully executed original will be returned to you for your records. If you have any questions, please contact me by email at Kristin.Perry@dhw.idaho.gov or by phone at (208) 334-5603.

Sincerely,

[Signature]
Kristin Perry
Grant Contracts Officer
Contracting and Procurement Services
STATE OF IDAHO
Department of Health and Welfare
Subgrant

SUBGRANT NUMBER: HC115900
SUBGRANTEE: HAILEY FIRE DEPARTMENT
SUBGRANTEE'S FEDERAL I.D. NUMBER: 82600020106
CFDA NUMBER AND TITLE: Dedicated Funds III Grant
DUNS NUMBER: N/A
FAIN/FOA#: N/A

This Subgrant is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the DEPARTMENT, and HAILEY FIRE DEPARTMENT, hereinafter referred to as the SUBGRANTEE. This Subgrant is anticipated to be effective as of 09/01/2018 and will expire on 06/01/2019.

WITNESSETH: The DEPARTMENT enters into this Subgrant pursuant to authority granted to it in Title 56, Chapter 10, Idaho Code. The SUBGRANTEE agrees to undertake performance of this Subgrant under the terms and conditions set forth herein.

The SUBGRANTEE agrees to provide, and the DEPARTMENT agrees to accept the services detailed in the Scope of Work and generally described as follows:

Emergency Medical Services Dedicated Funds - Equipment

The following Attachments are hereby incorporated by reference and made a part of this Agreement:

Subgrant Terms and Conditions
Scope of Work
Performance Metrics
Cost/Billing Procedure
Memorandum of Subgrant Terms, Conditions, and Security Agreement for Capital Equipment

TOTAL GRANT AMOUNT: $2,097.50

SUB OBJECT: 769800-OTHER NON-FEDERAL PAYMENTS TO PROGRAM COST ACCOUNT (PCA): 13317 - VEHICLES & EQUIPMENT-GRANTS III

SUBGRANT MONITOR: Kara Wells
SUBGRANT MANAGER: Wayne Denny
Subgrant Terms and Conditions

1. **SUBGRANT EFFECTIVENESS AND RENEWAL.** It is understood that this subgrant or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Subgrant or Amendment. Any extension or amendment of this contract shall be in writing, signed by both parties.

2. **PERFORMANCE.** The failure of the Department to require strict performance of any term or condition of this agreement, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by the Department.

3. **FISCAL RECORDS.** The Subgrantee agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this subgrant. These records shall be available for and subject to inspection, review or audit and copying by the Department and other personnel duly authorized by the Department or federal inspectors or auditors at all reasonable times, at either the Subgrantee's principal place of business or upon premises designated by the Department.

4. **RECORDS.** The Subgrantee shall maintain all records and documents relevant to this subgrant for three (3) years from the date of final payment. The Department, and any persons duly authorized by the Department, shall have full access to and the right to inspect, review, and audit any of these materials during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.

5. **MONITORING.** The Subgrantee shall be monitored on a frequency to be determined by the Department and the program shall be periodically reviewed. The results of this program review may be used, with other information, to evaluate the Subgrantee's provision of services funded by this subgrant.

6. **INDEPENDENT CONTRACTOR STATUS.** As an independent contractor, Subgrantee is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The Department shall not be responsible for these employee-related benefits and tax items, and shall be indemnified and held harmless for any liability, cost or expense, including any interest, penalties and attorney’s fees, that may be connected with the Subgrantee’s failure to provide or pay such items.

7. **CONFIDENTIALITY.** The Subgrantee shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. The Department will furnish the Subgrantee with copies of applicable statutes, rules, and regulations upon receipt of a written request from the Subgrantee.

8. **PUBLIC RECORDS.** Pursuant to Idaho Code Title 74, Chapter 1, as amended during the term of the subgrant, information or documents received from the Subgrantee may be open to public inspection and copying unless they are exempt from disclosure. The Subgrantee shall clearly designate
individual documents as "exempt" and shall indicate the basis for such exemption. The Subgrantee shall indemnify and defend the Department for honoring such a designation. The Subgrantee's failure to designate as exempt any document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by any such release. If the Department receives a request for materials claimed exempt by the Subgrantee, the Subgrantee shall provide the legal defense for such claim.

9. **NONDISCRIMINATION.** The Subgrantee hereby agrees to provide all services funded through or affected by this subgrant without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.

10. **HIPAA.** The Subgrantee acknowledges that it may have an obligation, independent of this subgrant, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, Subgrantee shall comply with all amendments to the law and federal regulations made during the term of the Subgrant.

11. **LOBBYING.**

   a. **Influence** The Subgrantee certifies that none of the funds provided by this subgrant have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, subgrant, loan or cooperative agreement.

   b. **Standard Form LLL** If any funds, other than funds provided by this subgrant, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this subgrant, the Subgrantee shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to the Department.

   c. **False Statement** The Subgrantee understands that a false statement of this certification may be grounds for rejection or termination of the subgrant, and that their signature upon this 'Standard Subgrant' is a material representation of fact upon which reliance was placed when this subgrant was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such false statement.

12. **SINGLE AUDIT ACT.** The Subgrantee acknowledges that it may have an obligation; independent of this subgrant, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the subgrant may be used to pay for compliance with this act in proportion to other funding sources available to the Subgrantee for the services provided pursuant to the subgrant.

13. **TERMINATION FOR CONVENIENCE.** The Department or the Subgrantee may cancel this subgrant at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored.
14. **APPROPRIATION BY LEGISLATURE REQUIRED.** The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or rescinds or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Subgrantee. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

IN WITNESS WHEREOF, the parties have executed this agreement.

**SUBGRANTEE:**

**Name of Subgrantee:** Hailey Fire Department

**Name of Signature Authority:** Fritz X. Haennichier

**Title:** Mayor

**Signature:**

**Date:** 8/28/18

**Mailing Address:** 115 Main St 
Hailey, ID

**Email Address:** 208-788-4221

**Telephone No.:**

Subgrant Number: HC115900

---

**STATE OF IDAHO:**

**Name of Organization:** Department of Health and Welfare

**Name of Signature Authority:** Elke Shaw-Tulloch, Division of Public Health

**Title:** Division Administrator

**Signature:**

**Date:**

**Mailing Address:** P.O. Box 83720
Boise, ID 83720-0036

**Telephone No.:**
Scope of Work

I. General Requirements
   A. The Subgrantee shall comply with the rules, regulations and policies as outlined by the Department of Health and Welfare, Bureau of Emergency Medical Services and Preparedness (Department).

   B. A five (5) year security interest agreement is attached.

II. Award
   A. Account III dedicated grant award from the Department and the fiscal year 2019 (FY19) Emergency Medical Services Advisory Committee (EMSAC) to assist with the purchase of specified Emergency Medical Services (EMS) equipment.

III. Close Out Process
   A. The Subgrantee shall comply with instructions from the Department to provide documentation that shows proof of purchase, proof of payment, and the return of all unused grant funds within thirty (30) calendar days of the invoice date or by June 1, 2019, whichever occurs first.

IV. Security Interest Requirements
   A. The Department will maintain a five (5) year security interest in the awarded equipment beginning within thirty (30) calendar days of the invoice date or June 1, 2019 whichever occurs first. The equipment is subject to inspection by the Department. The Subgrantee shall maintain comprehensive damage insurance on the awarded equipment in such amount as to provide for complete replacement of the equipment. Such insurance shall be kept in force for the entire period of the security agreement. In the alternative, the Subgrantee shall have sufficient resources of indemnification or resources to finance the replacement of loss or repair damage to the awarded equipment.

   B. In the event that the Subgrantee ceases to be licensed as an EMS agency during the five (5) year security interest period, the awarded equipment shall be returned to the Department in working order or functioning according to the equipment's purpose.

V. Documentation of Training Requirement
   A. The Subgrantee shall provide proof of operational level training for the specific rescue-extrication equipment for applicable EMS providers within sixty (60) calendar days of the receipt of the applicable equipment.
Performance Metrics

**Equipment Invoice.**
The Subgrantee shall provide a copy of the Bill of Sale/Invoice(s) and proof of payment for each awarded item. Proof to be received by the Department within thirty (30) calendar days of invoice date or no later than June 1, 2019, whichever occurs first.

**Required Level of Expectation:**
100%

**Method of Monitoring:**
Review and approval of Bill of Sale/Invoice(s) and proof of payment.

**Strategy for Correcting Non-Compliance:**
The Department will work with the Subgrantee to implement a corrective action plan for this requirement to be met. The Subgrantee shall have five (5) business days to identify the issue(s) and shall identify in the corrective action plan how the issue(s) will be resolved.

**Funds.**
The Subgrantee shall return all unused grant funds to the Department within thirty (30) calendar days of invoice date or no later than June 1, 2019, whichever occurs first.

**Required Level of Expectation:**
100%

**Method of Monitoring:**
Review and approval of Bill of Sale/Invoice(s) and proof of payment.

**Strategy for Correcting Non-Compliance:**
The Department will work with the Subgrantee to implement a corrective action plan for this requirement to be met. The Subgrantee shall have five (5) business days to identify the issue(s) and shall identify in the corrective action plan how the issue(s) will be resolved.
Cost/Billing Procedure

Documentation of Purchase:

The Subgrantee agrees to provide the Department a copy of the Bill of Sale/Invoice(s) and proof of payment for the equipment purchased within contract eligibility dates within thirty (30) calendar days of receipt of equipment or no later than June 1, 2019, whichever occurs first.

Deadline for Return of Funds:

The Subgrantee agrees that all unused grant funds shall be returned to the Department by the Subgrantee in the form of a check payable to the State of Idaho Bureau of Emergency Medical Services and Preparedness within thirty (30) calendar days of receipt of equipment or no later than June 1, 2019, whichever occurs first. All expense and refund calculations are tabulated on a per item basis and not on the total award amount.

Remit to Address:

Bureau of EMS and Preparedness
2224 Old Penitentiary Road
Boise, ID 83712-8249
MEMORANDUM OF SUBGRANT TERMS, CONDITIONS, AND SECURITY AGREEMENT FOR CAPITAL EQUIPMENT

(hereinafter memorandum)


II. SUBGRANT RECIPIENT: Hailey Fire Department, a governmental subdivision of the State of Idaho, a non-profit organization established pursuant to the laws of the State of Idaho, or an organization authorized to provide emergency medical services by their respective county commissioners (hereinafter Subgrantee).

III. EFFECTIVE DATES:
A. Date of subgrant: 09/01/2018
B. Date of termination: 06/01/2019

IV. MAXIMUM AMOUNT OF SUBGRANT: $2,097.50

V. OBJECT OF SUBGRANT: Purchase of emergency medical services equipment:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Pages</td>
<td>$2,097.50</td>
</tr>
</tbody>
</table>

VI. TERMS AND CONDITIONS:

A. The Subgrantee agrees to take possession of the above listed equipment and to use the equipment for the provision of emergency medical care and for this purpose only.

B. The Department and the Subgrantee agree that the local agency may sublease or otherwise delegate the use of the equipment to a responsible local operator, but that such a sublease or delegation shall not limit in any way the responsibilities of the local agency or the rights of the Department.

C. The Subgrantee agrees that the equipment will be based in the primary geographic response area.

D. The Subgrantee agrees that at all times the equipment and the entity using the equipment will meet all of the Idaho Emergency Medical Services standards and comply with all rules of the Department and laws of the State of Idaho.

E. The Subgrantee agrees to properly service and maintain the equipment and to keep the equipment in a state of good repair at all times.

F. The Subgrantee agrees not to allow any lien or security interest, other than this present memorandum, to be placed on the equipment and the Subgrantee agrees not to assign or attempt to assign any interest in the equipment without the prior written approval of the Department.

G. The Subgrantee agrees to maintain comprehensive damage insurance on the awarded equipment in such amount as to provide for complete replacement of the equipment. Such insurance shall be kept in force for the entire period of the security agreement. The Subgrantee shall name the Department as an additional insured. The Subgrantee shall provide a copy of the endorsement to the policy from the insurer to the Department. In the
alternative, the Subgrantee shall document sufficient resources of indemnification, or resources to finance the replacement of loss or repair damage to the awarded equipment.

H. The Subgrantee shall repair or replace the equipment within thirty (30) days if it is damaged, stolen, destroyed, or attached, and if new equipment is leased or purchased it shall be substituted for the equipment described in paragraph V of this memorandum.

I. The Subgrantee agrees to allow the Department to inspect the equipment at any reasonable time and place.

VII. SECURITY AGREEMENT:

A. The Department and the Subgrantee intend that this memorandum shall create an enforceable security interest in the equipment for a period of five (5 years) beginning within thirty (30) days of the invoice date or June 1, 2019, whichever comes first.

B. This security agreement shall be an encumbrance on the equipment which secures performance of the Subgrantee's obligations and agreements as expressed in this memorandum.

C. Pursuant to this security agreement the Subgrantee must comply with all terms and conditions expressed herein. The Subgrantee may not sell the equipment without the prior written consent of the Department and the release of this security interest. If the Subgrantee defaults upon any of the obligations expressed in this memorandum, the Department may commence action to repossess the equipment to satisfy the Department's claim for the full amount of the grant.

D. In the event that the Subgrantee ceases to be licensed as an EMS agency during the five (5) year security interest period, the awarded equipment shall be returned to the Department in working order or functioning according to the equipment's purpose.

E. The Department and the Subgrantee intend to incorporate by reference and to be bound by the provisions of Article 9 of the Uniform Commercial Code, as enacted in Idaho Code Title 28, chapter 9, notwithstanding the possible exclusion of the transaction pursuant to Idaho Code 28-9-104.

F. The security interest created is acknowledged to be a purchase money security interest for the purposes of Idaho Code 28-9-107.

G. If for any reason the provisions of Idaho Code Title 28, chapter 9 are determined not to apply to this security interest, the intent of the parties is that ownership of the equipment shall remain with the Department.

H. The Department agrees to release this security interest if the terms of this agreement are substantially complied with for a period of five (5) years.

VIII. GENERAL PROVISIONS:

A. The Subgrantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Subgrantee caused by or arising out of the Subgrantee's performance, act., or omission of any term of this subgrant. Nothing in this provision shall extend the Subgrantee's indemnification of the Department beyond the liability of the Department provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., the aggregate of which is limited to $500,000 by Idaho Code Section 6-626.
B. Alteration of the terms of this memorandum may be made by a joint memorandum directing the change and signed by both the Department and the Subgrantee.

C. The failure of the Department to require strict performance of any term or condition of this memorandum shall not be deemed to be a waiver of any subsequent breach or default of any term or condition.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 9/10/18          DEPARTMENT: PW          DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to approve Resolution 2018-13, authorizing the mayor’s signature on seven applications to place surface water right numbers 37-22773, 37-22774, 37-22775, 37-22776 (four water rights associated with Northridge) and 37-22311, 37-22316, 37-22321 (three water rights associated with Old Cutters) into the Water Supply Bank. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

These rights are irrigation rights that were leased by the City of Hailey to the Water Supply Bank in January of 2016. The term of the leases is three years, and all seven leases will expire December 31, 2018. The City must submit new lease applications to the Water Supply Bank at this time. The water rights could be subject to forfeiture if not used or placed in the bank.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casefile #

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

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2018-13, authorizing the mayor’s signature on seven applications to place surface water right numbers 37-22773, 37-22774, 37-22775, 37-22776 (four water rights associated with Northridge) and 37-22311, 37-22316, 37-22321 (three water rights associated with Old Cutters) into the Water Supply Bank. **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./Agmt./Order Originals: Record *Additional/Exceptional Originals to: 
Copies (all info.): Copies (AIS only)
Instrument #
CITY OF HAILEY
RESOLUTION NO. 2018-93

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING SUBMISSION OF SEVEN APPLICATIONS WITH IDAHO WATER
RESOURCE BOARD TO LEASE SURFACE WATER RIGHT NOS. 37-22773, 37-22774,
37-22775, 37-22776 (ASSOCIATED TO NORTHRIDGE SUBDIVISION) AND 37-22311,
37-22316, 37-22321 (ASSOCIATED TO OLD CUTTERS SUBDIVISION) TO THE
WATER SUPPLY BANK.

WHEREAS, the City of Hailey desires to lease surface water rights for irrigation water,
which are not currently used by the city, to avoid future forfeiture.

WHEREAS, the City of Hailey agrees to submit the application for each water right, 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 submission of the
applications and authorizes the mayor to execute the attached applications.

Passed this 10th day of September, 2018.

City of Hailey

_________________________________
Fritz X. Haemmerle, Mayor

ATTEST:

_________________________________
Mary Cone, City Clerk
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Designated Applicant  City of Hailey
(Select one owner – see item 1A on the application)

Water Right No. 37-22311
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☐ No ☑

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

MIMUMUM REQUIREMENT CHECKLIST
All items must be checked as either Attached (Yes) or Not Applicable (N/A)

<table>
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<tr>
<th>Attaction</th>
<th>N/A</th>
<th>Yes</th>
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</table>
| 1A        | ☑   | ☐   | Signatures and contact information for all owners of the water right to be leased or sold on this application.
| 1B        | ☑   | ☐   | An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
| 1C        | ☑   | ☐   | Notice of Change in Water Right Ownership form (accessible from www.idwr.idaho.gov).
| 1D        | ☐   | ☑   | Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
| 2         | ☑   | ☐   | Description of a water right portion offered to the Water Supply Bank.
| 3         | ☐   | ☑   | A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov.
| 4A        | ☐   | ☑   | Written consent from irrigation district or water delivery company.
| 4G        | ☑   | ☐   | Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

<table>
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<tr>
<th>Fee Amount $</th>
<th>Received By:</th>
<th>Date Received:</th>
<th>Receipt #</th>
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</thead>
<tbody>
<tr>
<td>W-9 received?</td>
<td>Yes ☑ No ☐ (Route W-9 to Fiscal)</td>
<td>Name on W-9:</td>
<td></td>
</tr>
</tbody>
</table>
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey
Mailing Address 115 Main St., Suite H Hailey ID 83333
Street City State Zip Code
Email Address Phone Number 208-788-4221

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☑ No ☐

If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR’s records as the current owners of the water right? Yes ☑ No ☐

If no, attach a Notice of Change in Water Right Ownership form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐

If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves Organization SPF Water Engineering, LLC
Professional Title Water Rights Specialist Email Address lgraves@spfwater.com
Mailing Address 300 E. Mallard Dr., Ste 350, Boise, ID 83706 Phone Number 208-383-4140

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☑ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map Attachment 3.
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☑ No ☐
   If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).
   If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.02e.

B. Please provide a description of the current water diversion and delivery system.
   Hiawatha Canal

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22311, 37-22316, 37-22321

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☑ No ☐
   Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☑
   If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a -banked under contract #92 until 12/31/2018

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☑
   If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. n/a - partial decree was issued May 3, 2011, banked under contract #92 until 12/31/2018

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? Yes ☑ No ☐
   If yes, describe.
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

If lease, specify the years when the use of water will be suspended: \( \frac{5 \text{ yrs}}{(\text{Year})} \) to \( \frac{}{(\text{Year})} \) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor: The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s).  

<table>
<thead>
<tr>
<th>Designated Applicant</th>
<th>Applicant #2</th>
<th>Applicant #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
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</tr>
<tr>
<td>Mailing Address</td>
<td></td>
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<tr>
<td>Phone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
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</tr>
<tr>
<td>Applicant Declaration</td>
<td>As Designated Applicant, I submit this lease application on behalf of all other water right holders.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
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<tr>
<th>Applicant #4</th>
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<td>Phone Number</td>
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<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Declaration</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
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</table>
Form W-9

Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2. Business name/disregarded entity name, if different from above
3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - [ ] Individual/sole proprietor or
   - [ ] C Corporation
   - [ ] S Corporation
   - [ ] Partnership
   - [ ] Trust/estate
   - [ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
   - Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
   - [ ] Other (see instructions)
4. Exemptions (codes apply only to certain entities; see instructions on page 3).
   - [ ] Exempt payee code (if any)
   - [ ] Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
5. Address (number, street, and apt. or suite no.)
6. City, state, and ZIP code
7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Social security number</th>
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<tr>
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<tr>
<td>or</td>
</tr>
<tr>
<td>Employer identification number</td>
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Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1098-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X

-54-

Attachment 1B
STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2
DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. Water Right Number | Nature of Use | Leased Rate (cfs) | Leased Volume (af) | Leased Acres (ac)
----------------------|--------------|-------------------|-------------------|-----------------|
                      |              |                   |                   |                 |
                      |              |                   |                   |                 |
                      |              |                   |                   |                 |
                      |              |                   |                   |                 |
Total Amounts:              |              |                   |                   |                 |

2. Source of water ________________________________ tributary to ________________________________

3. Point(s) of diversion:

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**Attachment 2**
Idaho Water Resource Board

Water Supply Bank Lease

37-22311, 37-22316 and 37-23321
Effective until December 31, 2018

This map depicts the place of use to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.

2013 USDA-FSA Aerial Photography

- Approved Lease Place of Use
- Townships
- PLS Sections
- Quarter Quarters

0 500 1,000 Feet
**STATE OF IDAHO**
**WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK**

**Designated Applicant**
City of Hailey

(Select one owner – see item 1A on the application)

**Water Right No.**
37-22316

(One water right per application)

**Is this application being submitted with a rental application as a lease/rental package?**
Yes ☐ No ☑

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

**MINIMUM REQUIREMENT CHECKLIST**
All items must be checked as either Attached (Yes) or Not Applicable (N/A)

<table>
<thead>
<tr>
<th>Attachment</th>
<th>N/A</th>
<th>Yes</th>
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**Department Use Only**

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<th>Date Received:</th>
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<tbody>
<tr>
<td>W-9 received?</td>
<td>Yes ☑ No ☐</td>
<td>(Route W-9 to Fiscal)</td>
<td>Name on W-9:</td>
</tr>
</tbody>
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STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant: City of Hailey
Mailing Address: 115 Main St., Suite H
Street: Hailey
City: ID
State: 83333
Zip Code: Phone Number: 208-788-4221

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☑ No ☐
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR’s records as the current owners of the water right? Yes ☑ No ☐
If no, attach a Notice of Change in Water Right Ownership form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative: Lori Graves
Professional Title: Water Rights Specialist
Mailing Address: 300 E. Mallard Dr., Ste 350, Boise, ID 83706
Email Address: lgraves@spfwater.com
Phone Number: 208-383-4140

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☑ The full water right is being offered to the Bank.

☐ A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map Attachment 3.
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A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☑ No ☐
   If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

   If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.02c.

B. Please provide a description of the current water diversion and delivery system.
   Hiawatha Canal

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22311, 37-22316, 37-22321

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☑ No ☐
   Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☑
   If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - banked under contract #92 until 12/31/2018

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☑
   If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. n/a - partial decree was issued May 3, 2011, banked under contract #92 until 12/31/2018

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? Yes ☑ No ☐
   If yes, describe.
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT
A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale □ or lease □?
If lease, specify the years when the use of water will be suspended: \(5 \text{ yrs to } \)\( \) (maximum lease period 5 calendar years).
\begin{align*}
\text{(Year) to } \text{(Year)}
\end{align*}

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant
Printed Name
Date

Signature of Authorized Representative
Printed Name
Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
STATE OF IDAHO  
WATER RESOURCE BOARD  

ATTACHMENT 1A  
Additional Water Right Holders Party to the Lease Application  

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). ______

<table>
<thead>
<tr>
<th>Designated Applicant</th>
<th>Applicant #2</th>
<th>Applicant #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Declaration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>As Designated Applicant, I submit this lease application on behalf of all other water right holders.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<tr>
<th>Applicant #4</th>
<th>Applicant #5</th>
<th>Applicant #6</th>
</tr>
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<tbody>
<tr>
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<td></td>
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</table>
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C corporation, S corporation, Partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have not been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Form 1099-B (investment transactions)
- Form 1099-C (canceled debts)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, you allocate share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
**STATE OF IDAHO**
**WATER RESOURCE BOARD**

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

**ATTACHMENT 2**
**DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK**

1. **Water Right Number** | **Nature of Use** | **Leased Rate** (cfs) | **Leased Volume** (af) | **Leased Acres** (ac)
---|---|---|---|---
---|---|---|---|---
---|---|---|---|---
---|---|---|---|---
---|---|---|---|---

Total Amounts:
---|---|---|---|---

2. **Source of water** ____________________________ tributary to ______________________________________

3. **Point(s) of diversion:**

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rge</th>
<th>Sec</th>
<th>Lot</th>
<th>¼</th>
<th>¼</th>
<th>¼</th>
<th>County</th>
</tr>
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</tbody>
</table>
Idaho Water Resource Board
Water Supply Bank Lease
37-22311, 37-22316 and 37-23321
Effective until December 31, 2018

This map depicts the place of use to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Designated Applicant  City of Hailey
                        (Select one owner – see item 1A on the application)
Water Right No. 37-22321
                        (One water right per application)

Is this application being submitted with a rental application as a lease/rental package?  Yes  No

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

<table>
<thead>
<tr>
<th>MINIMUM REQUIREMENT CHECKLIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>All items must be checked as either Attached (Yes) or Not Applicable (N/A)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>N/A</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A  Signature and contact information for all owners of the water right to be leased or sold on this application.</td>
<td>☑</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>1B  An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.</td>
<td>☑</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>1C  Notice of Change in Water Right Ownership form (accessible from <a href="http://www.idwr.idaho.gov">www.idwr.idaho.gov</a>).</td>
<td>☑</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>1D  Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.</td>
<td>☑</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>2  Description of a water right portion offered to the Water Supply Bank.</td>
<td>☑</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>3  A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: <a href="http://www.idwr.idaho.gov">www.idwr.idaho.gov</a>.</td>
<td>☑</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>4A  Written consent from irrigation district or water delivery company.</td>
<td>☑</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>4G  Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.</td>
<td>☑</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

Department Use Only

<table>
<thead>
<tr>
<th>Fee Amount $</th>
<th>Received By:</th>
<th>Date Received:</th>
<th>Receipt #</th>
</tr>
</thead>
<tbody>
<tr>
<td>W-9 received?</td>
<td>Yes ☑ No ☐</td>
<td>(Route W-9 to Fiscal)</td>
<td>Name on W-9:</td>
</tr>
</tbody>
</table>
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION
   A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

   Designated Applicant: City of Hailey
   Mailing Address: 115 Main St., Suite H, Hailey, ID 83333
   Email Address: Phone Number: 208-788-4221
   ✔ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.
   □ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

   B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years?
      Yes ☑ No □
      If no, complete the form and attach to this application (Attachment 1B).

   C. Are all applicants on this form listed in IDWR's records as the current owners of the water right?
      Yes ☑ No □
      If no, attach a Notice of Change in Water Right Ownership form along with the required documentation and fee (Attachment 1C).

   D. Is this application being completed by an authorized representative of the Designated Applicant?
      Yes ☑ No □
      If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

      Name of Representative: Lori Graves
      Professional Title: Water Rights Specialist
      Mailing Address: 300 E. Mallard Dr., Ste 350, Boise, ID 83706
      Email Address: lgraves@spfwater.com
      Phone Number: 208-383-4140
      □ Send all correspondence for this application to the representative and not to the Designated Applicant.
      ✔ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK
   ☑ The full water right is being offered to the Bank.
   OR
   ☐ A part of the water right is being offered to the Bank.
      If a portion of the water right is being offered, complete Attachment 2.

3. MAP
   Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map Attachment 3.
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☑ No ☐
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAP4 WSB Rule 37.02.03, 35.02a.

B. Please provide a description of the current water diversion and delivery system.
Hiawatha Canal

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22311, 37-22316, 37-22321

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☑ No ☐
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☑
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a -banked under contract #92 until 12/31/2018

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☑
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. n/a - partial decree was issued May 3, 2011, banked under contract #92 until 12/31/2018

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes ☑ No ☐
5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

If lease, specify the years when the use of water will be suspended: \( \frac{5 \text{ yrs}}{(\text{Year})} \) to \( \frac{}{(\text{Year})} \) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate. (standard rate)

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant ___________________________ Printed Name ___________________________ Date __________

Signature of Authorized Representative ___________________________ Printed Name ___________________________ Date __________

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
STATE OF IDAHO
WATER RESOURCE BOARD

ATTACHMENT 1A
Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

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<td></td>
</tr>
</tbody>
</table>
Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor
   - Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company
   - Single-member LLC
   - Other (see instructions) ▶
   ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   ▶ Exempt payee code (if any)
   ▶ Exemption from FATCA reporting code (if any)
   ▶ Applies to accounts maintained outside the U.S.

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Requestor's name and address (optional)

Part I
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II
Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requestor with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

Attachment 1B

--70--
STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2
DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1.  Water Right Number   |  Nature of Use   |  Leased Rate (cfs) |  Leased Volume (af) |  Leased Acres (ac)  

   ______________  |  ______________  |  ____________  |  ____________  |  ____________  

   ______________  |  ______________  |  ____________  |  ____________  |  ____________  

   ______________  |  ______________  |  ____________  |  ____________  |  ____________  

Total Amounts:  

   ______________  |  ______________  |  ____________  |  ____________  |  ____________  

2.  Source of water ________________________________ tributary to ________________________________

3.  Point(s) of diversion:

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rge</th>
<th>Sec</th>
<th>Lot</th>
<th>¼</th>
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<th>¼</th>
<th>County</th>
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</table>

Attachment 2
Idaho Water Resource Board

Water Supply Bank Lease

37-22311, 37-22316 and 37-23321
Effective until December 31, 2018

This map depicts the place of use to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Designated Applicant: City of Hailey
(Select one owner – see item 1A on the application)
Water Right No.: 37-22773
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☐ No ☑

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

<table>
<thead>
<tr>
<th>MIMUMUM REQUIREMENT CHECKLIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>All items must be checked as either Attached (Yes) or Not Applicable (N/A)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attachment</th>
<th>N/A</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
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<td>☑</td>
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<tr>
<td>4A</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>4G</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

- Description of a water right portion offered to the Water Supply Bank.
- A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov.
- Written consent from irrigation district or water delivery company.
- Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

<table>
<thead>
<tr>
<th>Fee Amount $</th>
<th>Received By:</th>
<th>Date Received:</th>
<th>Receipt #</th>
</tr>
</thead>
<tbody>
<tr>
<td>W-9 received?</td>
<td>Yes ☑ No ☐</td>
<td>(Route W-9 to Fiscal)</td>
<td>Name on W-9:</td>
</tr>
</tbody>
</table>
1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant: City of Hailey
Mailing Address: 115 Main St., Suite H
Street: Hailey
City: ID
State: 83333
Zip Code:

☐ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.
☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years?
   Yes ☑ No ☐
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR’s records as the current owners of the water right?
   Yes ☑ No ☐
If no, attach a Notice of Change in Water Right Ownership form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant?
   Yes ☑ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative: Lori Graves
Professional Title: Water Rights Specialist
Mailing Address: 300 E. Mallard Dr., Ste 350, Boise, ID 83706
Email Address: lgraves@spfwater.com
Phone Number: 208-383-4140

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.
☐ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☐ The full water right is being offered to the Bank.
☐ A part of the water right is being offered to the Bank.
   If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map Attachment 3.
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☑ No ☐
   If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).
   If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.

B. Please provide a description of the current water diversion and delivery system.
   Hiawatha Canal

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22773, 37-22774, 37-22775, 37-22776

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☑ No ☐
   Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☑
   If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - banked under contract #89 until 12/31/2018

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☑
   If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. n/a - partial decree was issued in 2011, banked under contract #89 until 12/31/2018

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
   If yes, describe. Yes ☑ No ☐
   Mitigation and associated water is not being banked

---75---
5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

If lease, specify the years when the use of water will be suspended: \( \frac{5 \text{ Yrs}}{\text{Year}} \) to \( \frac{\text{Year}}{\text{Year}} \) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant  Printed Name  Date

Signature of Authorized Representative  Printed Name  Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
STATE OF IDAHO
WATER RESOURCE BOARD

ATTACHMENT 1A
Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). __________________________

<table>
<thead>
<tr>
<th>Designated Applicant</th>
<th>Applicant #2</th>
<th>Applicant #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Declaration</td>
<td>As Designated Applicant, I submit this lease application on behalf of all other water right holders.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant #4</th>
<th>Applicant #5</th>
<th>Applicant #6</th>
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<tbody>
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<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Declaration</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
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</tbody>
</table>
# W-9 Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</td>
</tr>
<tr>
<td>2</td>
<td>Business name/described entity name, if different from above</td>
</tr>
<tr>
<td>3</td>
<td>Check appropriate box for federal tax classification; check only one of the following seven boxes:</td>
</tr>
<tr>
<td></td>
<td>- Individual or sole proprietor</td>
</tr>
<tr>
<td></td>
<td>- C Corporation</td>
</tr>
<tr>
<td></td>
<td>- S Corporation</td>
</tr>
<tr>
<td></td>
<td>- Partnership</td>
</tr>
<tr>
<td></td>
<td>- Trust/estate</td>
</tr>
<tr>
<td></td>
<td>- Limited liability company. Enter the tax classification (C or S corporation, P=partnership)</td>
</tr>
<tr>
<td>Note</td>
<td>For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</td>
</tr>
<tr>
<td>4</td>
<td>Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):</td>
</tr>
<tr>
<td></td>
<td>Exempt payee code (if any)</td>
</tr>
<tr>
<td></td>
<td>Exemption from FATCA reporting code (if any)</td>
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<tr>
<td></td>
<td>(Applies to accounts maintained outside the U.S.)</td>
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<tr>
<td>5</td>
<td>Address (number, street, and apt. or suite no.)</td>
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<tr>
<td>6</td>
<td>City, state, and ZIP code</td>
</tr>
<tr>
<td>7</td>
<td>List account number(s) here (optional)</td>
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</tbody>
</table>

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II. Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

### Sign Here

**Signature of U.S. person**

**Date**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/iforms.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098 (home mortgage interest)
- Form 1098-E (student loan interest)
- Form 1099-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.**

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

---

Cat. No. 10231X Form W-9 (Rev. 12-2014) Attachment 1B

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STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2
DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. Water Right Number  Nature of Use  Leased Rate  Leased Volume  Leased Acres
                             (cfs)       (af)          (ac)
37-22773  Irrigation        0.12                    14.1

Total Amounts:
0.12                                                14.1

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of diversion:

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rge</th>
<th>Sec</th>
<th>Lot</th>
<th>¼</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>NW</td>
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Attachment 2

--79--
Idaho Water Resource Board
Water Supply Bank Lease
37-22773, 37-22774, 37-22775 and 37-22776
Effective until December 31, 2018

This map depicts the place of use to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Designated Applicant: City of Hailey

Water Right No.: 37-22774

(Select one owner – see item 1A on the application)

(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes [] No [X]

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

**MIMIMUM REQUIREMENT CHECKLIST**

All items must be checked as either **Attached (Yes)** or **Not Applicable (N/A)**

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<tr>
<th>Attachment</th>
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</tr>
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<tbody>
<tr>
<td>1A</td>
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<tr>
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<td>Yes [X] No [ ]</td>
<td>(Route W-9 to Fiscal)</td>
<td>Name on W-9:</td>
</tr>
</tbody>
</table>
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION
A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant: City of Hailey
Mailing Address: 115 Main St., Suite H
Street: Hailey
City: ID
State: 83333
Zip Code: Phone Number: 208-788-4221

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.
□ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☑ No ☐
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR’s records as the current owners of the water right? Yes ☑ No ☐
If no, attach a Notice of Change in Water Right Ownership form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative: Lori Graves
Professional Title: Water Rights Specialist
Organization: SPF Water Engineering, LLC
Mailing Address: 300 E. Mallard Dr., Ste 350, Boise, ID 83706
Email Address: lgraves@spfwater.com
Phone Number: 208-383-4140

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.
☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK
☐ The full water right is being offered to the Bank.
☑ A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, complete Attachment 2.

3. MAP
Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map Attachment 3.
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☑ No ☐
   If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).
   If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.35.02e.

B. Please provide a description of the current water diversion and delivery system.
   Hiawatha Canal

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22773, 37-22774, 37-22775, 37-22776

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☑ No ☐
   Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☑
   If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - banked under contract #89 until 12/31/2018

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☑
   If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. n/a - partial decree was issued in 2011, banked under contract #89 until 12/31/2018

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
   If yes, describe. Mitigation and associated water is not being banked Yes ☑ No ☐
5. **SALE/LEASE AGREEMENT**

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

   **If lease**, specify the years when the use of water will be suspended: _5 yrs. to_ (Year) _5 yrs._ (Year) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

   **standard rate**

---

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

---

**Mail to:**
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
STATE OF IDAHO  
WATER RESOURCE BOARD  

ATTACHMENT 1A  
Additional Water Right Holders Party to the Lease Application  

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s).  

<table>
<thead>
<tr>
<th>Designated Applicant</th>
<th>Applicant #2</th>
<th>Applicant #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
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<td>Mailing Address</td>
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<tr>
<td>Phone Number</td>
<td></td>
<td></td>
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<tr>
<td>Email Address</td>
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</tr>
<tr>
<td>Applicant Declaration</td>
<td>As Designated Applicant, I submit this lease application on behalf of all other water right holders.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
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<th>Applicant #4</th>
<th>Applicant #5</th>
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<tr>
<td>Email Address</td>
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<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Request for Taxpayer Identification Number and Certification**

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above
   - Individual/sole proprietor
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Single-member LLC
   - Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership)

3. Check appropriate box for federal tax classification; choose only one of the following seven boxes:
   - Social security number
   - Employer identification number

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

7. List account number(s) here (optional)

**Part I - Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Part II - Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct employer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person

Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2
DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. Water Right Number  Nature of Use  Leased Rate (cfs)  Leased Volume (af)  Leased Acres (ac)
37-22773  Irrigation  0.121  ---  14.1

Total Amounts:  0.121  ---  14.1

2. Source of water  Big Wood River  tributary to  Malad River

3. Point(s) of diversion:

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<th>Rge</th>
<th>Sec</th>
<th>Lot</th>
<th>¼</th>
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<td>SW</td>
<td>NW</td>
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</tr>
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</table>
Idaho Water Resource Board

Water Supply Bank Lease
37-22773, 37-22774, 37-22775 and 37-22776
Effective until December 31, 2018

This map depicts the place of use to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Designated Applicant: City of Hailey
(Select one owner – see item 1A on the application)

Water Right No. 37-22775
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☐ No ☑

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

MINIMUM REQUIREMENT CHECKLIST
All items must be checked as either Attached (Yes) or Not Applicable (N/A)

<table>
<thead>
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<th>Attachment</th>
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<th>Yes</th>
</tr>
</thead>
<tbody>
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<tr>
<td>4G</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

1A Signature and contact information for all owners of the water right to be leased or sold on this application.

1B An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.

1C Notice of Change in Water Right Ownership form (accessible from www.idwr.idaho.gov).

1D Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.

2 Description of a water right portion offered to the Water Supply Bank.

3 A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov.

4A Written consent from irrigation district or water delivery company.

4G Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount $ | Received By: | Date Received: | Receipt # |
--------------|--------------|----------------|----------|
W-9 received? Yes ☑ No ☐ (Route W-9 to Fiscal) | Name on W-9: | | |
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant: City of Hailey

Mailing Address: 115 Main St., Suite H Hailey ID 83333

Email Address: Phone Number 208-788-4221

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☑ No ☐

If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR’s records as the current owners of the water right? Yes ☑ No ☐

If no, attach a Notice of Change in Water Right Ownership form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐

If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative: Lori Graves

Professional Title: Water Rights Specialist

Organization: SPF Water Engineering, LLC

Mailing Address: 300 E. Mallard Dr., Ste 350, Boise, ID 83706

Email Address: lgraves@spfwater.com

Phone Number: 208-383-4140

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☐ The full water right is being offered to the Bank.

☐ A part of the water right is being offered to the Bank.

If a part of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map Attachment 3.
STATE OF IDAHO  
WATER RESOURCE BOARD  
APPLICATION TO SELL OR LEASE A WATER RIGHT  
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company?  Yes [ ] No [ ]  
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.

B. Please provide a description of the current water diversion and delivery system.

Hiawatha Canal

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22773, 37-22774, 37-22775, 37-22776

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease?  Yes [ ] No [ ]  
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source?  Yes [ ] No [ ]  
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - banked under contract #89 until 12/31/2018

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use?  Yes [ ] No [ ]  
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. n/a - partial decree was issued in 2011, banked under contract #89 until 12/31/2018

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?  Yes [ ] No [ ]  
Mitigation and associated water is not being banked
5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale □ or lease ☑?

If lease, specify the years when the use of water will be suspended: \( \frac{5 \text{ yrs}}{(\text{Year})} \) to \( \frac{}{(\text{Year})} \) (maximum lease period 5 calendar years).

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

__________________________  ______________________  ________________
Signature of Designated Applicant  Printed Name  Date

__________________________  ______________________  ________________
Signature of Authorized Representative  Printed Name  Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
STATE OF IDAHO  
WATER RESOURCE BOARD  

ATTACHMENT 1A  
Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). ____________________________________________

<table>
<thead>
<tr>
<th></th>
<th>Designated Applicant</th>
<th>Applicant #2</th>
<th>Applicant #3</th>
</tr>
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<tr>
<td>Name</td>
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<td>As Designated Applicant, I submit this lease application on behalf of all other water right holders.</td>
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Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above.

Check appropriate box for federal tax classification; check only one of the following seven boxes:
- Individual/sole proprietor or Single-member LLC
- Corporation or Limited liability company
- S Corporation or Enter the tax classification (C=Corporation, S=S corporation, P=partnership)

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)

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

City, state, and ZIP code

List account number(s) here (optional)

Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
STATE OF IDAHO  
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2  
DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. Water Right Number | Nature of Use | Leased Rate (cfs) | Leased Volume (af) | Leased Acres (ac)  
-------------------|---------------|-------------------|-------------------|-------------------
37-22773          | Irrigation   | 0.24              |                   | 14.1              

Total Amounts:  

0.24 |                   | 14.1              

2. Source of water: Big Wood River tributary to Malad River

3. Point(s) of diversion:

<table>
<thead>
<tr>
<th>Twp</th>
<th>Rge</th>
<th>Sec</th>
<th>Lot</th>
<th>¼</th>
<th>¼</th>
<th>¼</th>
<th>County</th>
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<tbody>
<tr>
<td>3N</td>
<td>18E</td>
<td>20</td>
<td></td>
<td>SW</td>
<td>NW</td>
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<td>Blaine</td>
</tr>
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<td></td>
</tr>
</tbody>
</table>
Idaho Water Resource Board

Water Supply Bank Lease

37-22773, 37-22774, 37-22775 and 37-22776
Effective until December 31, 2018

This map depicts the place of use to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.
STATE OF IDAHO
WATER RESOURCE BOARD
APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

Designated Applicant  City of Hailey
(Select one owner – see item 1A on the application)

Water Right No. 37-22776
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package?  Yes ☐  No ☑

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

### MINIMUM REQUIREMENT CHECKLIST

All items must be checked as either Attached (Yes) or Not Applicable (N/A)

<table>
<thead>
<tr>
<th>Attachment</th>
<th>N/A</th>
<th>Yes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>☑</td>
<td>☐</td>
<td>Signatures and contact information for all owners of the water right to be leased or sold on this application.</td>
</tr>
<tr>
<td>1B</td>
<td>☑</td>
<td>☐</td>
<td>An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.</td>
</tr>
<tr>
<td>1C</td>
<td>☑</td>
<td>☐</td>
<td>Notice of Change in Water Right Ownership form (accessible from <a href="http://www.idwr.idaho.gov">www.idwr.idaho.gov</a>).</td>
</tr>
<tr>
<td>1D</td>
<td>☐</td>
<td>☑</td>
<td>Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.</td>
</tr>
<tr>
<td>2</td>
<td>☐</td>
<td>☑</td>
<td>Description of a water right portion offered to the Water Supply Bank.</td>
</tr>
<tr>
<td>3</td>
<td>☐</td>
<td>☑</td>
<td>A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: <a href="http://www.idwr.idaho.gov">www.idwr.idaho.gov</a>.</td>
</tr>
<tr>
<td>4A</td>
<td>☐</td>
<td>☑</td>
<td>Written consent from irrigation district or water delivery company.</td>
</tr>
<tr>
<td>4G</td>
<td>☑</td>
<td>☐</td>
<td>Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.</td>
</tr>
</tbody>
</table>

*Fee Amount $*

<table>
<thead>
<tr>
<th>Receipt #</th>
<th>Date Received:</th>
<th>Received By:</th>
<th>W-9 received?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes ☑</td>
</tr>
</tbody>
</table>

---97---
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey

Mailing Address 115 Main St., Suite H Hailey ID 83333

Street

City

State

Zip Code

Email Address

Phone Number 208-788-4221

☐ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☑ No ☐

If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR’s records as the current owners of the water right? Yes ☑ No ☐

If no, attach a Notice of Change in Water Right Ownership form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐

If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves

Professional Title Water Rights Specialist

Organization SPF Water Engineering, LLC

Email Address lgraves@spfwater.com

Mailing Address 300 E. Mallard Dr., Ste 350, Boise, ID 83706

Phone Number 208-383-4140

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

☐ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☐ The full water right is being offered to the Bank.

☐ A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map Attachment 3.
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Is the diversion works or system owned or managed by an irrigation district or water delivery company?  Yes ☑ No ☐
   If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).
   If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02c.

B. Please provide a description of the current water diversion and delivery system.
   Hiawatha Canal

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22773, 37-22774, 37-22775, 37-22776

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease?  Yes ☑ No ☐
   Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source?  Yes ☐ No ☑
   If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - banked under contract #89 until 12/31/2018

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use?  Yes ☐ No ☑
   If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. n/a - partial decree was issued in 2011, banked under contract #89 until 12/31/2018

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
   If yes, describe.  Yes ☑ No ☐
   Mitigation and associated water is not being banked
STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?
   If lease, specify the years when the use of water will be suspended: 5 yrs to (maximum lease period 5 calendar years).
   (Year) (Year)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
   standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant __________________________ Printed Name __________________________ Date __________________________

Signature of Authorized Representative __________________________ Printed Name __________________________ Date __________________________

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098
STATE OF IDAHO
WATER RESOURCE BOARD

ATTACHMENT 1A
Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant. If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). ______________________________________________________________________

<table>
<thead>
<tr>
<th>Designated Applicant</th>
<th>Applicant #2</th>
<th>Applicant #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Declaration</td>
<td>As Designated Applicant, I submit this lease application on behalf of all other water right holders.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf. I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Applicant #4</th>
<th>Applicant #5</th>
<th>Applicant #6</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Declaration</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
<td>I authorize the Designated Applicant to submit this application on my behalf.</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attachment 1A

--101--
Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   □ Individual/sole proprietor or
   □ C Corporation
   □ S Corporation
   □ Partnership
   □ Trust/estate
   □ Single-member LLC
   □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
   Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for
   the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   Exempt payee code (if any)
   Exemption from FATCA reporting code (if any)
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

Sees Specific Instructions on page 2

7. List account number(s) here (optional)

Part I — Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

—or-

Employer Identification number

Part II — Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amounts reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
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- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
STATE OF IDAHO  
WATER RESOURCE BOARD  

Complete Attachment 2 if only a portion of the water right is offered to the Bank. 

ATTACHMENT 2 

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. Water Right Number  
   Nature of Use  
   Leased Rate (cfs)  
   Leased Volume (af)  
   Leased Acres (ac) 

   37-22773  
   Irrigation  
   0.145  
   0  
   14.1  

Total Amounts:  
   0.145  
   0  
   14.1  

2. Source of water  
   Big Wood River  
   tributary to  
   Malad River  

3. Point(s) of diversion: 

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<td>NW</td>
<td></td>
<td>Blaine</td>
</tr>
</tbody>
</table>
Idaho Water Resource Board

Water Supply Bank Lease

37-22773, 37-22774, 37-22775 and 37-22776
Effective until December 31, 2018

This map depicts the place of use to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.

2013 USDA-FSA Aerial Photography

- Approved Lease Place of Use
- Townships
- PLS Sections
- Quarter Quarters

0 500 1,000 Feet
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 9/10/18  DEPARTMENT: PW  DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to approve, and authorize the mayor to sign, Pay Estimate No. 2 in the amount of $112,880.71, for work completed on the Pathways for People – Croy St. and 2nd Ave. project ACTION ITEM WITH RESOLUTION 2018-94

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

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In accordance with the contract documents, Idaho Materials and Construction has submitted Pay Estimate No. 2 for the Pathways for People – Croy St. and 2nd Ave. project. The City’s Public Works director has reviewed the pay estimate, and confirmed that all quantities and materials included in the pay estimate have been received.

The amount requested in Pay Estimate No. 2 is $112,880.71. The contract price, including Change Order Nos. 1 and 2, is $428,824. The balance remaining to pay is $113,088.95. The project is 80% complete, with a contract final completion date of September 28, 2018.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve, and authorize the mayor to sign, Pay Estimate No. 2 in the amount of $112,880.71, for work completed on the Pathways for People – Croy St. and 2nd Ave. project ACTION ITEM WITH RESOLUTION 2018-94

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. 2018-94

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING PAY ESTIMATE NO. 2 IN THE AMOUNT OF $112,880.71 WITH
IDAHO MATERIALS AND CONSTRUCTION, FOR THE PATHWAYS FOR PEOPLE –
CROY ST. AND 2ND AVE. PROJECT.

WHEREAS, the City of Hailey has a contract with Idaho Materials and Construction for
construction of the Pathways for People – Croy St. and 2nd Ave. Project in the amount of
$417,386.00.

WHEREAS, the project requires various modifications to correct unforeseen conditions
and deficiencies, resulting in Pay Estimate No. 2 in the additional amount of $112,880.71.

WHEREAS, a schedule extension of 14 days is required to complete the project, due to
work changes in the field.

WHEREAS, the City of Hailey agrees to the change in the contract price and the schedule
extension, 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. 2 between the
City of Hailey and Idaho Materials and Construction and that the Council President is authorized
to execute the attached documents,

Passed this 10th day of September, 2018.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
CONTRACTOR'S PAYMENT APPLICATION AND CERTIFICATE

Application No. 2
Period From
Project: City of Hailey pathways for People Project No. 440075
Contractor: IMC

1. Original Contract Sum $ 433,961.40

3. Net Change by Contract Modifications $ (16,575.40)

4. Revised Contract Amount (Sum of Lines 1 and 3) $ 417,386.00

5. Total Value of Work to Date (Estimate Attached) $ 332,352.68

6. Percent Project Complete = 79.63 %

7. Work Completed $ 332,352.68

8. Total Retainage (5%) Held to Date $ 16,617.63

9. Total Earned to Date Less Retainage (Line 7 less Line 8) $ 315,735.05

10. Less Previous Certificates for Payment $ 202,854.34

11. Current Payment Due (Line 9 less Line 10) $ 112,880.71

CONTRACTOR'S CERTIFICATION
The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that the current payment shown herein is now due, and that title materials, and equipment covered in this Application will pass to the Owner free and clear of all liens at the time of payment.

Payment of: $ 112,880.71

Recommended by: N/A
(Executive Sponsor Representative) (Date)

Payment of: $ 112,880.71

Approved by: Brian Yesco
(Engineer) (Date)

Approved by: [Signature]
(Owner) (Date)

<table>
<thead>
<tr>
<th>Change Order Summary</th>
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<tbody>
<tr>
<td>Approved Change Orders: Number</td>
<td>Additions</td>
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<tr>
<td>1</td>
<td>$</td>
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<td>2</td>
<td>$</td>
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<tr>
<td>Total</td>
<td>$0.00</td>
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Net Change -$16,575.40
AGENDA ITEM SUMMARY

DATE: 9/10/18 DEPARTMENT: PW DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2018-95, approving and authorizing the mayor to sign Change Order No. 2 for an increase of $11,438.00 for modifications on the Pathways for People – Croy St. and 2nd Ave project ACTION ITEM

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

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Modifications to the Bid Proposal Schedule of Items and Prices is as follows:

Base Bid – Croy St.
Add: Excavate & prepare base material, then install approximately 75 feet long by 1 foot high block retaining wall between 3rd and 4th Ave., – lump sum increase of $1,500.00

Add: Repair irrigation system for three (3) residences between 3rd & 5th Ave., $1,500 each – lump sum increase of $4,500.00

Add: Install small area seepage bed at two locations, $2,719.00 each – lump sum increase $5438.00

Modifications to the scheduled final completion date of the project, as follows:

Final completion by September 28, 2018

Change Order No. 2 results in the following change in the contract price:

Original contract price .................................. $433,961.40
Change Order No. 1 decrease................................. -$16,575.40
Contract price prior to Change Order No. 2.............. $417,386.00
Change Order No. 2 increase............................... $11,438.00
New contract price ......................................... $428,824.00

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2018-95, approving and authorizing the mayor to sign Change Order No. 2 for an increase of $11,438.00 for modifications on the Pathways for People – Croy St. and 2nd Ave project ACTION

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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)

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CITY OF HAILEY  
RESOLUTION NO. 2018-95  

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING CHANGE ORDER NO. 2 IN THE AMOUNT OF $11,438.00 WITH  
IDAHO MATERIALS AND CONSTRUCTION, FOR THE PATHWAYS FOR PEOPLE –  
CROY ST. AND 2ND AVE. PROJECT.  

WHEREAS, the City of Hailey has a contract with Idaho Materials and Construction for construction of the Pathways for People – Croy St. and 2nd Ave. Project in the amount of $417,386.00.  

WHEREAS, the project requires various modifications to correct unforeseen conditions and deficiencies, resulting in Change Order No. 2 in the additional amount of $11,438.00.  

WHEREAS, with the approval of Change Order No. 2, the contract amount is increased by $11,438.00, for a total contract price of $428,824.00.  

WHEREAS, a schedule extension of 14 days is required to complete the project, due to work changes in the field.  

WHEREAS, the City of Hailey agrees to the change in the contract price and the schedule extension, 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. 2 between the City of Hailey and Idaho Materials and Construction and that the Council President is authorized to execute the attached documents,  

Passed this 10th day of September, 2018.  

City of Hailey  

_____________________________  
Fritz Haemmerle, Mayor  

ATTEST:  

_____________________________  
Mary Cone, City Clerk
CHANGE ORDER NO. 2

Date of Issuance: September 10, 2018
Effective Date: September 10, 2018

Project: HAILEY PATHWAYS FOR PEOPLE
Owner: City of Hailey
Owner's Contract No.: N/A

Contract: HAILEY PATHWAYS FOR PEOPLE
Date of Contract: February 12, 2018

Contractor: Idaho Materials and Construction
Engineer's Project No.: N/A

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

Modifications to the Bid Proposal Schedule of Items and Prices is as follows:

Base Bid – Croy St.

- Add: Excavate & prepare base material, then install approximately 75 feet long by 1 foot high block retaining wall between 3rd and 4th Ave., – lump sum increase of $1,500.00
- Add: Repair irrigation system for three (3) residences between 3rd & 5th Ave., $1,500 each – lump sum increase of $4,500.00
- Add: Install small area seepage bed at two locations, $2,719.00 each – lump sum increase $5438.00

Modifications to the scheduled final completion date of the project, as follows:

- Final completion by September 28, 2018

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$433,961.40

Decrease from previously approved Change Orders No. 1 to No. 1
- $16,575.40

Contract Price prior to this Change Order:
$417,386.00

Increase of this Change Order:
$11,438.00

Contract Price incorporating this Change Order:
$428,824.00

RECOMMENDED: [Signature]
By: [Signature]

ACCEPTED:
By: [Signature]

Contractor (Authorized Signature)

Date: 8-29-18

Approved by Funding Agency (if applicable):

HAILEY PATHWAYS FOR PEOPLE

JUNE, 2017
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 9/10/18        DEPARTMENT: PW        DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2018 action item approving and authorizing the mayor’s signature on Change Order No. 1 to extend the final completion date to October 12, 2018, and to increase the contract price by $3,307.20 for modifications on the Water System Pressure Reducing Station project ACTION ITEM

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

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The attached change order is required for two reasons, as follows:

1. To replace the specified flow meter with battery operated flow meter
2. To revise the date of substantial completion to allow for FAA permitting

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to adopt Resolution 2018 action item approving and authorizing the mayor’s signature on Change Order No. 1 to extend the final completion date to October 12, 2018, and to increase the contract price by $3,307.20 for modifications on the Water System Pressure Reducing Station project 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. 2018-96

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING CHANGE ORDER NO. 1 WITH SKYLINE EXCAVATION AND
GRADING TO EXTEND THE FINAL COMPLETION DATE TO OCTOBER 12, 2018,
AND TO INCREASE THE CONTRACT PRICE BY $3,307.20, FOR THE WATER
SYSTEM PRESSURE REDUCING STATION PROJECT.

WHEREAS, the City of Hailey has a contract with Skyline Excavation and Grading for
construction of the Water System Pressure Reducing Station Project for $72,251.00.

WHEREAS, the project requires various modifications to correct unforeseen conditions
and deficiencies, resulting in Change Order No. 1 in the additional amount of $3,307.20.

WHEREAS, with the approval of Change Order No. 1, the contract amount is increased
by $3,307.20, for a total contract price of $75,582.20.

WHEREAS, a schedule extension of 25 calendar days is required to complete the project.

WHEREAS, the City of Hailey agrees to the change in the contract price and the schedule
extension, 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. 1 between the
City of Hailey Skyline Excavation and Grading and that the mayor is authorized to execute the
attached documents,

Passed this 10th day of September, 2018.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

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CHANGE ORDER

Order No.: 1
Date: 08/29/2018
Agreement Date: 07/09/2018

NAME OF PROJECT:
HAILEY PRESSURE REDUCING STATION CONTRACT DOCUMENT REQUEST

OWNER: City of Hailey

CONTRACTOR: Skyline Excavation

The following changes are hereby made to the CONTRACT DOCUMENTS:
Specified flow meter replaced with battery operated flow meter per OWNER. (Cost ONLY, see
attached estimate from Skyline Excavation)
Date of substantial completion revised to allow for FAA permitting. (Time ONLY)

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: $72,251 (seventy-two thousand, two hundred fifty one)
Current CONTRACT PRICE adjusted by previous CHANGE ORDER $ N/A

The CONTRACT PRICE due to this CHANGE ORDER will be (inc/dec) by: $ 3,307.20
The new CONTRACT PRICE including this CHANGE ORDER WILL BE $ 75,558.20

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be extended by 25 days calendar days.

The date for completion of all work will be October 12, 2018

APPROVALS REQUIRED:

Requested by: (Contractor)

Accepted by: (Owner)
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 9/10/2018  DEPARTMENT: Police/Admin  DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2018-97, authorizing a contract for services with Rick Allington to provide prosecution of misdemeanors for FY 2018-19, for an annual amount of $45,457.00.

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

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey misdemeanor prosecution contract with Rick Allington expires at the end of September, 2018. The Hailey Police Department is satisfied with Mr. Allington’s services and would like to extend the misdemeanor prosecution contract with a 3 percent increase from the present contract. The contract amount of $45,457 was appropriated in the FY 2018-19 Budget.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The contract amount was appropriated in the approved Budget.

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:

Motion to approve Resolution 2018-97, authorizing a contract for services with Rick Allington to provide prosecution of misdemeanors for FY 2018-19, for an annual amount of $45,457.

FOLLOW-UP REMARKS:
CITY OF HAILEY  
RESOLUTION NO. 2018-97

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS WITH FREDRICK ALLINGTON FOR $45,457.

WHEREAS, the City of Hailey desires to enter into a contract for services with Fredrick Allington, Esq. to perform services as the misdemeanor City Prosecutor for the City of Hailey; and

WHEREAS, the City of Hailey and Fredrick Allington have agreed to the terms and conditions of the Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Agreement for Prosecution of City Misdemeanors.

Passed this 10th day of September, 2018.

City of Hailey

__________________________
Fritz X. Haemmerle, Mayor

ATTEST:

__________________________
Mary Cone, City Clerk
AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this ___ day of __________, 2018, between
FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF
HALEY, IDAHO, (collectively hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract
counsel of any municipality shall prosecute those violations of county or city ordinances, state
traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional
counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or
city ordinances, state traffic infractions and state misdemeanors committed within the municipal
limits of the City when arresting or charging officer is an employee of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority
to prosecute those violations of county or city ordinances, state traffic infractions and state
misdemeanors committed within the municipal limits of the City when the arresting or charging
officer is an employee of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as
ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City’s payment to the Attorney of
compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

   A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance
      violations occurring within the city limits for which an arrest is made or a citation
      issued by an officer of City and appeals thereof from Magistrate to District Court.

   B. In addition, Attorney agrees to provide the City with the following specific
      services:

         (1) Render legal advice, when requested, to the City’s police departments and
             police officers on a 24 hour per day seven (7) days per week basis (insofar
as is possible) regarding all police matters relating to criminal law and criminal procedure; and

(2) Office consultation with City's police officers concerning the filing of charges; and

(3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and

(4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and

(5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and

(6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing hearings; and

(7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and

(8) Meet with City staff on a monthly basis or as needed to discuss the progress of City Ordinance prosecutions; and

(9) Provide yearly statistical reports to the City as to the number of cases disposed of by Attorney; and

(10) Keep informed of new developments in criminal law and criminal procedure.

C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.

D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association’s Rules of Professional Responsibility.
2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2018 through the 30th day of September, 2019.

3. **COMPENSATION**

   A. Compensation per year of FORTY-FIVE THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS ($45,457.00) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2017 through September 30, 2018.

   B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2018.

   C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the City to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.

5. **COSTS OF PROSECUTION.** City are responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars ($100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.
6. **CONFLICT OF INTEREST.**

A. To the extent that a conflict of interest arises due to a criminal defendant’s employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.

B. To the extent that a conflict of interest arises due to a criminal defendant’s position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.

C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, City and local laws, rules and regulations.

9. **TERMINATION OF AGREEMENT.**

A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:

   (1) A finding by a majority of the City, after considering the Attorney’s response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City’ notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.

   (2) The event that for any upcoming fiscal year during the term of this Agreement, the City does not appropriate funds for the prosecution of criminal violations under the terms of this Agreement.
B. The City may terminate this Agreement immediately upon Attorney’s:

(1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or

(2) Disbarment or suspension of Attorney’s license to practice law in the State of Idaho.

C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.

10. AMENDMENTS/ASSIGNMENT. This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.

11. HEADINGS. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.

12. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

13. ATTORNEYS’ FEES AND COSTS. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys’ fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys’ fees and costs on appeal.

14. BINDING AGREEMENT. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.

16. INTERPRETATION. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

AGREEMENT FOR PROSECUTION
Page 5
17. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

18. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.

19. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

20. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.

21. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims arising or resulting from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**ATTORNEY:**

[Signature]

Frederick C. Allington

**CITY OF HAILEY, IDAHO**

Fritz X. Haemmerle, Mayor

**ATTEST:**

Mary Cone, Hailey City Clerk

AGREEMENT FOR PROSECUTION
Page 6
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018    DEPARTMENT: Admin/Police    DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2018-18, approving the School Resource Officer contract with Blaine County School District, through which BCSD pays City of Hailey $180,353 for two Hailey Police officers to work within Blaine County School District Schools for school year 2018-2019.

AUTHORITY:  ☐ ID Code  ☐ City Ordinance/Code ________
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

For the past 2 years Hailey has entered into an agreement with Blaine County School District for two school resource officers. This agreement is a 3% increase from last year’s $175,100.

The contract will be renewable and increase 3% annually if both parties are in agreement.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Revenue received from BCSD offsets the officers’ expenses for wages and benefits.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2018-18, approving the School Resource Officer contract with Blaine County School District, through which BCSD pays City of Hailey $180,353 for two Hailey Police officers to work within Blaine County School District Schools for school year 2018-2019.

ACTION OF THE CITY COUNCIL:

Date: __________________________

City Clerk __________________________
CITY OF HAILEY
RESOLUTION NO. 2018-98

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
BLAINE COUNTY SCHOOL DISTRICT FOR TWO SCHOOL RESOURCE OFFICERS.

WHEREAS, the City of Hailey desires to enter into a CONTRACT FOR SERVICES
with BLAINE COUNTY SCHOOL DISTRICT under which City of Hailey will be contracted to
provide two school resource officers to serve on school grounds, primarily one at Wood River
Middle School and one at Wood River High School.

WHEREAS, the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT have
agreed to the terms and conditions of the CONTRACT FOR SERVICES, a copy of which is
attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services
between the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT and that the Mayor is
authorized to execute the attached Contract,

Passed this 10th day of September, 2018.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
CONTRACT FOR SERVICES
BETWEEN BLAINE COUNTY SCHOOL DISTRICT NO. 61 AND CITY OF HAILEY

THIS CONTRACT FOR SERVICES, (hereinafter referred to as "Contract") made and entered into effective this _______ day of __________, 2018, by and between the Blaine County School District No. 61, an Idaho political subdivision (hereinafter referred to as "BCSD") and City of Hailey, an Idaho political subdivision, both referred to as "Party" or "Parties".

RECITALS

1. BCSD is a body corporate and politic pursuant to Idaho Code Section 33-310, duly organized under the laws of the State of Idaho.

2. City of Hailey is an Idaho municipal corporation, duly organized under the laws of the State of Idaho including but not limited to Title 50, Idaho Code.

3. The Parties desire to enter this Contract for the provision of services as herein described. This Contract is entered in the spirit of friendship, and mutual interests in cooperation to promote educational, cultural, and security collaboration.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between BCSD and City of Hailey as follows:

1. Services. City of Hailey agrees to provide the following, hereinafter "Services":

   a. City of Hailey will provide two Security Officer at certain Blaine County School District schools and grounds within the City of Hailey for the 2018-2019 school year according to the calendar set by the Blaine County School District Board of Trustees. The areas covered are the Wood River High School building, the Wood River Middle School building, the Community Campus, and the Silver Creek Alternative School, as well as athletic fields and parking lots.

   b. Security Officers hours will be 8:00 a.m. to 4:00 p.m. on all official school days. Security Officers will be on duty during school lunch hours and will eat lunch after the school lunch hours are over.

   c. Coordination of press associated with this Contract will be provided by both parties.

CONTRACT FOR SERVICES - 1
d. Any use of photo or video of students must have permission from the parent/guardian of the student.

2. **Independent Contractor Responsibilities.** Contractor agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the Services as set for in this Contract.

3. **Term.** The term of this Contract shall commence on August 28, 2018, and shall terminate on the last day of classes in 2019 unless otherwise extended. A joint evaluation of this Contract will be initiated by the Parties’ designated representatives by April 1, 2019. Following the evaluation, the Contract shall be renewed for successive one (1) year terms, unless terminated sooner with advance written notice by one or both of the parties on or before July 1.

4. **Consideration.** BCSD will pay to Contractor the amount of $180,354 to be paid as follows: $90,177 to be paid by October 15th and $90,177 to be paid by March 15th. The consideration after the Initial Term shall increase three percent (3%) each year unless the parties otherwise agree. City of Hailey will prepare an invoice that will be submitted to BCSD Business Office for these payments.

5. **Insurance.** During the pendency of this Contract, Contractor shall carry liability insurance with limits of not less than $1,000,000 for personal injury, abuse, bodily injury, death or property damage as a result of any one occurrence or $3,000,000 aggregate. The deductibles under any insurance policies to be carried by the Contractor shall not exceed $2,500 per occurrence. The Institution will provide and update at least annually a certificate of insurance that names BCSD as additional insured.

6. **Termination.** BCSD and the City of Hailey may, at the sole discretion of either party, terminate this Contract immediately upon written notice with or without cause. In the event of such termination, BCSD and the City of Hailey shall have no further responsibility to make any payment under this Contract.

7. **Equal Employment Opportunity.** Contractor covenants that it shall not discriminate against any patron, employee or applicant for employment because of race, religion, disability, color, sex, or national origin.

8. **Independent Status.** The parties acknowledge and agree that Contractor shall provide its services for the fee specified herein in the status of independent, and not as an employee of BCSD. Contractor shall create, direct, and control its own means and methods of performing this Contract. Contractor and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of BCSD.
9. **Hold Harmless Agreement.** Any contractual obligation entered into or assumed by Contractor, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor’s obligations pursuant to this Contract shall be the sole responsibility of Contractor, and Contractor covenants and agrees to indemnify and hold BCSD harmless from any and all claims or causes of action arising out of Contractor’s activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

10. **Non-Assignment.** This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of BCSD.

11. **Mediation/Arbitration.** In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the parties to this Contract. The arbitrator shall have no power to award punitive or exemplary damages.

12. **Miscellaneous Provisions.**

   a. **Authority.** Each Party warrants that the person signing this Contract is duly authorized to bind the Party.

   b. **Paragraph Headings.** The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.

   c. **Provisions Severable.** Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

   d. **Rights and Remedies are Cumulative.** The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

   e. **Successor and Assigns.** This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
f. **Entire Contract.** This Contract contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

g. **Governing Law.** This Contract shall be construed in accordance with the laws of the State of Idaho.

h. **Preparation of Contract.** No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.

i. **No Waiver.** No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.

j. **Amendment.** No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.

k. **Notices.** Notices shall be provided as follows by personal delivery or certified US Mail prepaid, return receipt requested:

   To BCSD:                               To Contractor:
   Blaine County School District          City of Hailey
   Attn: Business Manager                  Attn: City Clerk
   118 West Bullion Street                 115 S Main
   Hailey, Idaho 83333                    Hailey, ID 83333

   IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

SIGNATURES:

Blaine County School District No. 61
By: ____________________________
   Its: __________________________
   Attest: ________________________
   Clerk of the Board of Trustees

Contractor:

City of Hailey
By: ____________________________
   Its: __________________________
   Attest: ________________________
   City Clerk

CONTRACT FOR SERVICES - 4
AGENDA ITEM SUMMARY

DATE: 9/10/2018        DEPARTMENT: Admin        DEPT. HEAD SIGNATURE: HD

SUBJECT:
Motion to approve Resolution 2018-99, authorizing a contract for services agreement with Blaine County Housing Authority for FY 2018-19, to provide management of low-income and work-force housing within the City of Hailey, for an annual amount of $3,000 plus bookkeeping services provided by Hailey to BCHA of 96 hours per year.

AUTHORITY: □ ID Code _______    □ IAR _________    □ City Ordinance/Code _______
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The contract amount of $3,000 was appropriated in the FY 2018-19 Budget. Additionally, the contract provides that BCHA receives 3% of the sale amount each time a deed-restricted property changes hands, from the proceeds of the sale at closing.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>Estimated Hours Spent to Date</th>
<th>Staff Contact</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD Line Item Balance $</td>
<td>Phone #</td>
<td></td>
</tr>
</tbody>
</table>

Our bookkeeping services sometimes exceed the 96 hours in the contract. The new contract increases the bookkeeping value from $35.00/hour to $50.00 per hour, based on increased wages and benefits.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Clerk / Finance Director</th>
<th>Engineer</th>
<th>Building</th>
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</thead>
<tbody>
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<tr>
<td>Safety Committee</td>
<td>P &amp; Z Commission</td>
<td>Police</td>
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</tr>
<tr>
<td>Streets</td>
<td>Public Works, Parks</td>
<td>Mayor</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve Resolution 2018-99, authorizing a contract for services agreement with Blaine County Housing Authority for FY 2018-19, to provide management of low-income and work-force housing within the City of Hailey, for an annual amount of $3,000 plus bookkeeping services provided by Hailey to BCHA of 96 hours per year.

ACTION OF THE CITY COUNCIL:

Date ____________________________
City Clerk ________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record  *Additional/Exceptional Originals to: ____________________________
Copies (all info.): Copies (AIS only)
Instrument # ____________________
CITY OF HAILEY
RESOLUTION NO. 2018-99

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
BLAINE COUNTY HOUSING AUTHORITY

WHEREAS, the City of Hailey desires to enter into an agreement with Blaine County
Housing Authority (BCHA) under which BCHA will perform services to manage activities
related to affordable housing units within the City of Hailey.

WHEREAS, the City of Hailey and BCHA have agreed to the terms and conditions of the
Contract for Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services
between the City of Hailey and Blaine County Housing Authority and that the Mayor is
authorized to execute the attached Agreement,

Passed this 10th day of September, 2018

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into as of ________________, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("Hailey") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA") (Hailey and BCHA are collectively referred to as "Parties").

RECITALS

A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

C. BCHA has proposed to provide services to the City of Hailey related to the development, stewardship and preservation of community housing for low to moderate income households.

D. Pursuant to Idaho Code §§ 50-301 and 50-302, Hailey is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

E. Hailey has deed restricted community housing units and anticipates the construction of additional deed restricted community housing units within its municipal boundaries. The deed restricted community housing units may be income based deed restricted units, workforce deed restricted units or other deed restricted units.

F. The Parties have previously entered into a Contract for Services with a term expiring September 30, 2018 ("2018 Contract").

G. The Parties wish to extend the 2018 Contract and enter into a new contract for services.

H. The Parties recognize that i) BCHA is a central and experienced clearinghouse for candidates for deed restricted units and that BCHA is capable of monitoring compliance of deed restricted units, ii) the parties are supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, iii) BCHA maintains the Blaine County Community Housing Guidelines, iv) the Guidelines are based on the needs identified in the Blaine County Needs Assessment, and v) the Guidelines are intended to supplement city and county land use and building codes.

I. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.
AGREEMENT

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

A. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

1. Database Management:
   a. Maintain accurate, up-to-date database of qualified applicants for BCHA and other jurisdiction managed community housing for low to moderate income households. (BCHA will utilize a “universal” application form and single, shared database.) Update application database at least annually on a quarterly rotation to keep database current.
   b. Match buyers and renters to available community housing units managed by BCHA, whether developed privately, or by other organizations or governmental entities.
   c. Provide data regarding the applicant database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing. Track trends in demographics and preferences based on regular database updates. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

2. Asset Management:
   a. Manage the BCHA inventory of for-sale and rental community housing. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable BCHA deed covenants at least once each annum, (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
   b. Process Notices of Intent to Sell and Rent in a timely manner to facilitate the earliest feasible sale and rent, as applicable. Work closely with potential buyers of for-sale units from pre-qualification counseling through closing, ensuring understanding of applicable deed covenant and community housing guidelines.
   c. Enter into Notices of Intent to Sell for income and workforce based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.
d. Strengthen deed covenants to ensure highest level of asset management and retention.

e. Provide special review, consideration and assistance to community home owners facing financial challenges.

3. Communication and Educations Programs:

a. Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Such programs result in community home applicants who are ready and able to purchase for-sale units.

b. Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants’ rights, and loan modification and foreclosure prevention counseling.

c. Communicate regularly with the entire Blaine County community (public at large, press, employers, real estate professionals, mortgage lenders) as well as the applicants and homeowners of Community Homes regarding BCHA programs, expertise, useful information and success stories.

d. Provide regular (not less often than semi-annual) reports and appearances (not less than annually) before the County and cities regarding status of contract services.

e. Maintain and update website with current activities, educational and reference information, community home opportunities, and general organizational information.

f. Update regularly the BCHA Community Housing Guidelines and provide them to jurisdictions served.

g. Implement a Limited English Proficiency Plan to reach Spanish speaking population.

4. Planning:

a. Facilitate ongoing planning for community housing by providing information regarding local needs, demographic trends, and development standards to government entities and public/private development entities. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

b. Seek to engage full community participation/feedback in program planning and service quality assurance issues.
c. Continue to increase cooperation with organizations to meet challenges related to affordable housing for the workforce as a necessary component of county-wide sustainable economic development.

d. Seek additional tools for funding and development of affordable housing.

5. BCHA will continue to cooperate with and support all partners who may provide the following services:


   b. Origination of grant proposals and proposals for designated government funding sources for operations or development.

   c. Development of strategies for using in-lieu fees for buy-down, acquisition and/or subsidy programs.

   d. Development of programs with non-profits and other agencies and mortgage lenders to take advantage of foreclosure and bank-owned real estate opportunities.

6. Additional Services:

   a. As may be requested, BCHA shall provide Hailey staff and/or officials with training and education relating to community housing and with information related to best practices regarding community housing and available resources for programs and services related to community housing, assistance with interpretation of the housing needs assessment and guidelines and input on development proposals related to the provision of community housing. In the event BCHA or Hailey request additional services beyond the services described in this Section A, the Parties shall enter into a written agreement setting forth the services to be provided and the compensation for the services.

B. Term. The term of this Agreement shall commence and be effective on the 1\textsuperscript{st} day of October, 2018, and shall terminate on the 30\textsuperscript{th} day of September, 2019. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other for any reason or no reason. In addition, the Parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Hailey shall have the power to terminate this Agreement upon fifteen (15) days’ advance written notice to BCHA. Furthermore, this Agreement shall be terminable by Hailey upon five (5) days’ advance written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

C. Consideration. In consideration for providing the services described in paragraph A of this Agreement, BCHA shall receive the administrative fee as specified in the income based deed covenants and workforce deed covenants from the proceeds of the sales price at the time of closing. Following the execution of this Agreement, Hailey agrees to require an administrative fee of three
percent (3%) of the gross sales price on all income and workforce based deed restricted units at
the time of closing. In consideration for providing the services described in paragraph A of this
Agreement, Hailey shall pay BCHA Seven Hundred Fifty and 00/100’s Dollars ($750.00) per
quarter, beginning October 26, 2018, and continuing on the 26th day of the first month of every
quarter thereafter for the term of this Agreement. The City of Hailey shall also provide BCHA
with bookkeeping services, exceeding no more than an average of 8 hours per month, in
approximately twice per month increments, including accounts payable, accounts receivable,
payroll, taxes, and monthly financial statements. Hours in excess of the average 8 per month shall
be billed at the end of each year at the rate of Fifty Dollars ($50.00) per hour and paid to City of
Hailey by BCHA within thirty (30) days following the end of the fiscal year.

D. Miscellaneous Provisions.

A. Law Governing. This Agreement shall be governed by and construed in
accordance with the laws of the State of Idaho.

B. Notices. Any notices permitted or required under this Agreement shall be
deemed given upon the date of personal delivery or 48 hours after deposit in the United States
mail, postage fully prepaid, return receipt requested, addressed to the Parties at the following
addresses:

City of Hailey
115 S. Main Street, Suite H
Hailey, ID 83333

BCHA
Post Office Box 4045
Ketchum, ID 83340

or at any other address as any party may, from time to time, designate by notice given in
compliance with this section.

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall
not discriminate against any employee or applicant for employment because of race, religion,
color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or
assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage
in connection with or arising out of BCHA’s obligations pursuant to this Agreement shall be the
sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey
harmless from any and all claims or causes of action arising out of BCHA’s activities and
obligations as set forth hereinafore, including, but not limited to, personal injury, property damage
and employee complaints.

E. Entire Agreement. This Agreement contains the entire agreement between
the parties hereto and shall not be modified or changed in any manner, except by prior written
agreement executed by the parties hereto. If any term or provision of this Agreement or application
thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the
remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver. Failure of either party at any time to require performance of any
provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any
waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

G. **Assignment.** Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

H. **Attorney’s Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys’ fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

I. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by a party.

J. **Agreement Binding.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

K. **Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

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

M. **Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. In the event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to demand that BCHA convey its interest in all Hailey income based deeds, workforce deeds or similar deeds to Hailey. In such an event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to pursue specific performance for the conveyance of BCHA’s interest in the income based, workforce or similar deeds.

N. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

O. **Authority.** Each signatory agrees that he or she has full authority and consent to sign this Agreement.

P. **Amendment.** This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties.

Q. **Interpretation.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted
for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY       CITY OF HAILEY

By ___________________________________________       By ___________________________________________

Nathan Harvill                           Fritz X. Haemmerle
Executive Director                          Hailey Mayor

ATTEST:

By _________________________________
Hailey City Clerk, Mary Cone

The Blaine County Housing Authority’s mission is to advocate, promote, plan and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant, and sustainable community.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018  DEPARTMENT: Admin  DEPT. HEAD SIGNATURE: HD/BS

SUBJECT:

Motion to approve Resolution 2018-100, authorizing renewal of Regence Blue Shield Employee Choice Plans, with updated costs for FY 2018/2019.

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

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached information describes Hailey’s health insurance plan and the Blue Shield Employee Choice Health Plan renewal. Employees may choose from three options. The City has budgeted 100% of the premium on the Gold plan on behalf of its employees, and 25% of the premium anticipated for dependent coverage.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

These Blue Shield plans are within the budget established by the City Council for FY 2018-2019.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___ City Attorney

X___ Treasurer

___ Clerk

X___ Administrator

___ Community Development

___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2018-100, authorizing renewal of Hailey’s major medical health insurance through Blue Shield’s Gold/Silver/Bronze Direct Small Group Plan.

ACTION OF THE CITY COUNCIL:

Date ____________________

City Clerk ____________________

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: ______________

Copies (all info.): Copies (AIS only)
CITY OF HAILEY
RESOLUTION NO. 2018-100

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO APPROVE NEW CONTRACT WITH REGENCE BLUE SHIELD OF IDAHO FOR EMPLOYEE MEDICAL INSURANCE COVERAGE FOR 2018–2019 FISCAL YEAR.

WHEREAS, the City of Hailey desires to renew the Contract for Medical Insurance with Regence Blue Shield of Idaho with rate increase as quoted for Gold, Silver and Bronze plans.

WHEREAS, the City of Hailey and Regence Blue Shield of Idaho have agreed to the terms and conditions of the Contracts, copies of which are attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Medical Insurance Service between the City of Hailey and Regence Blue Shield of Idaho and that the Mayor is authorized to execute the attached Agreement.

Passed this 10th day of September, 2018

City of Hailey

______________________________
Fritz X. Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Gold 1000</th>
<th>Silver HSA 2000</th>
<th>Bronze HSA 6000</th>
</tr>
</thead>
<tbody>
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<td>$40 / $60 AFTER Deductible $40/ $60 AFTER Deductible</td>
<td></td>
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<tr>
<td>Deductible Individual in net/out net</td>
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</tr>
<tr>
<td>Mental Health/ Chemical Dependency Out patient / Inpatient</td>
<td>$30 copay out-patient/ subject to deductible &amp; coinurance in-patient</td>
<td>After the deductible $40 copay then subject to coinurance</td>
<td>Subject to the deductible then $40 copay and 50% coinurance</td>
</tr>
<tr>
<td>Emergency Room Visit</td>
<td>$350 copay per visit for facility charge - professional fees subject to ded &amp; coinurance</td>
<td>Subject to deductible and coinurance</td>
<td>Subject to deductible and coinurance</td>
</tr>
<tr>
<td>Urgent Care Center</td>
<td>$50 copay</td>
<td>Deductible then $60 copay</td>
<td>Deductible then $60 copay</td>
</tr>
<tr>
<td>Employee Assistance Program</td>
<td>4 office Visits per incident</td>
<td>4 office Visits per incident</td>
<td>4 office Visits per incident</td>
</tr>
<tr>
<td>Premiums</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td>$658.01</td>
<td>$514.41</td>
<td>$406.29</td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$1,316.02</td>
<td>$1,028.82</td>
<td>$812.58</td>
</tr>
<tr>
<td>Employee &amp; 1 Child / 2 or more children</td>
<td>$1,250.22</td>
<td>$977.38</td>
<td>$771.95</td>
</tr>
<tr>
<td>Family</td>
<td>$1,908.23</td>
<td>$1,491.79</td>
<td>$1,178.24</td>
</tr>
<tr>
<td>HRA VEBAs Contribution in lieu of premium</td>
<td>$-</td>
<td>$143.60</td>
<td>$251.72</td>
</tr>
</tbody>
</table>

**Limitations, Exceptions & other Rx information**

- NO Coverage for prescription drugs not on the Essential Formulary.
- Limited to a 90 day supply retail, 90 day supply mail order or 30 day supply Specialty drugs.
- Deductible waived for generic or brand name drugs specifically designated as preventive for treatment of certain chronic diseases that are on the Optimum Value Medication list.
- No charge for certain preventive drugs, women's contraceptives and immunizations at a participating pharmacy.
## Overall Rate Change for Group

| % Change of Medical / Rx Rate: | 7.57% |
| % Change of Dental Rate:      | N/A   |
| % Change of Total Rate:       | 7.57% |

**Group Name:** CITY OF HAILEY  
**Producer:** CANDACE IRELAND  
**Effective Date:** October 01, 2018

<table>
<thead>
<tr>
<th></th>
<th>Employee</th>
<th>Employee/Spouse</th>
<th>Employee/1 Child</th>
<th>Employee/2+ Child</th>
<th>Family</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>37</td>
<td>3</td>
<td>1</td>
<td>6</td>
<td>4</td>
<td>51</td>
</tr>
</tbody>
</table>

### Option 1 (Renewal Products and Rates) - Regence Gold 1000 - Employee Choice (Grouping 1)

<table>
<thead>
<tr>
<th>Composite Medical Rates</th>
<th>Employee</th>
<th>Employee/Spouse</th>
<th>Employee/1 Child</th>
<th>Employee/2+ Child</th>
<th>Family</th>
<th>Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold 1000: $30 Prim/$50 Spec Copay, $1,000 Ded, 25% Coins, $7,350 OOPM, Preferred Network, Pharmacy: Pref/Non-Pref Generic 4/25%, Brand $40/50%, Specialty 20%/50%, $0 Ded, EAP - 4 visits, Maternity</td>
<td>$ 658.01</td>
<td>$ 1,316.02</td>
<td>$ 1,250.22</td>
<td>$ 1,250.22</td>
<td>$ 1,908.23</td>
<td>$ 44,678.89</td>
</tr>
</tbody>
</table>

### Option 2 (Renewal Products and Rates) - Regence Silver HSA 2000 - Employee Choice (Grouping 1)

<table>
<thead>
<tr>
<th>Composite Medical Rates</th>
<th>Employee</th>
<th>Employee/Spouse</th>
<th>Employee/1 Child</th>
<th>Employee/2+ Child</th>
<th>Family</th>
<th>Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silver HSA 2000: $40 Prim/$60 Spec Copay After Ded, $2,000 Ded, 30% Coins, $6,000 OOPM, Preferred Network, Pharmacy: Pref/Non-Pref Generic 10%/25%, Brand 35%/60%, Specialty 20%/50%, Optimum Value Ded Waived, EAP - 4 visits, Maternity</td>
<td>$ 514.41</td>
<td>$ 1,028.82</td>
<td>$ 977.38</td>
<td>$ 977.38</td>
<td>$ 1,491.79</td>
<td>$ 34,928.45</td>
</tr>
</tbody>
</table>

### Option 3 (Renewal Products and Rates) - Regence Bronze HSA 6000 - Employee Choice (Grouping 1)

<table>
<thead>
<tr>
<th>Composite Medical Rates</th>
<th>Employee</th>
<th>Employee/Spouse</th>
<th>Employee/1 Child</th>
<th>Employee/2+ Child</th>
<th>Family</th>
<th>Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bronze HSA 6000: $40 Prim/$60 Spec Copay After Ded, $5,000 Ded, 50% Coins, $6,050 OOPM, Preferred Network, Pharmacy: Pref/Non-Pref Generic 50%/50%, Brand 50%/50%, Specialty 20%/50%, Optimum Value Ded Waived, EAP - 4 visits, Maternity</td>
<td>$ 408.29</td>
<td>$ 812.58</td>
<td>$ 771.95</td>
<td>$ 771.95</td>
<td>$ 1,178.24</td>
<td>$ 27,587.08</td>
</tr>
</tbody>
</table>

Final rates are subject to change if the group's enrolled census and other underwriting criteria are different from the census and assumptions used in developing the rates. For a complete list of rating assumptions, please refer to the Underwriting Assumptions document.

I acknowledge this rate sheet includes a summary of the benefit plan selected and rates associated with this plan for the effective date indicated. I understand this summary does not provide a full description of the benefit plan selected and that the complete details of the plan can be found in the contract.

**Signature:**  
**Date:**

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Employee Renewal Certification

Company Name: CITY OF HAILEY  
Account Executive: Barb Turner  
Group Number: 10019193  
Renewal Date: 10/01/2018

The Idaho Small Group Employer Health Insurance Availability Act defines an eligible employee as one who works 30 hours or more per week on a regular full time bases, or by agreement between the employer and carrier, as few as 20 hours per week. All eligible employees as defined above must be given the opportunity to enroll for coverage.

I, Fritz Haemmerly, Mayor (Employer) do hereby certify that in order for an employee of the company named above to be eligible for group insurance coverage, he/she meets the hourly requirements set below. (Hour requirement may not exceed 30 hours per week).

X No change to current hours worked per week  OR  Change hours worked per week to: _________

The below probationary period will apply to all new hires:

X No change to current probationary period.  OR

Change probationary period to:

| First of month following date of hire |
| First of month following 30 days |
| First of month following 60 days |
| Actual date of hire (prorated premium) |
| Actual 90th day from date of hire (prorated premium) |

Employer Signature ___________________________  Date ___________  Print Name ___________________________

Does the person signing the certification work the required hours?  Yes X No

Agent Signature ___________________________  Date ___________  Print Name ___________________________

*The headcount below is determined at the time of renewal calculation. Please review this information for accuracy and indicate hours worked per week for each employee. Please make any needed updates.

In determining the number of eligible employees, companies that are affiliated companies, or that are eligible to file a combined tax return for purposes of state taxation, shall be considered one employer.
REQUIRED INFORMATION FOR FEDERAL REFORM

Instructions: In order to calculate information required under the Affordable Care Act (ACA), please use the following formula to determine the average number of employees for 2017:

Sum of total number of employees for each month (January through December) divided by 12. Please note we are required to collect this information for all groups insured in 2017.

The employee count should include employees from any affiliated company, business owners, corporate officers, full time employees, part-time employees, partners, seasonal workers, union employees and employees who work outside the state of Idaho.

Average Number of Employees Request Form

Group Name: CITY OF HAILEY

Group Number 10019193

Average Number of Employees for 2017: ____________________________

I, Mayor, City of Hailey (Employer) do hereby certify that the information provided above is accurate.

Employer Signature ____________________________ Date __________

Print Name

Fritz X. Haemenele

Please return this form by email or fax:
• E-mail to MLR@Regence.com. Be sure to indicate your name and title
• Fax to (208) 765-2184

Or
• Return by mail in the enclosed postage paid envelope with your renewal documents

Please contact us at (208) 665-5108 if you have any questions.
July 25, 2018

CITY OF HAILEY
ATTN: Group Administrator
115 S MAIN ST STE H
HAILEY, ID 83333-8408

Renewal Effective Date: October 1, 2018
Group Number: 10019193

Dear Group Administrator:

Regence BlueShield of Idaho, Inc., is a mutual insurance company. Therefore, policyholders of Regence BlueShield of Idaho are entitled to vote at the annual meeting on matters of corporate business, including election of the Board of Directors.

A policyholder wishing to be represented by proxy at the annual meeting may designate the Board of Directors of Regence BlueShield of Idaho as the policyholder’s proxy by reading, signing and returning this form.

Sincerely,

D. Jeffrey Fox, Ph.D.
Chair of Board

Official Proxy Notice

If you wish to designate the Board of Directors of Regence BlueShield of Idaho as your Proxy
Here is all you do...

1. Read the official proxy notice below in its entirety.
2. Sign and date the form.
3. Return to Regence BlueShield of Idaho, P.O. Box 1106, Lewiston, ID 83501.

I hereby appoint the Board of Directors (“Board”) of Regence BlueShield of Idaho as my proxy to act on my behalf at all annual meetings of the policyholders of the Company. This appointment shall include such persons as the Board may designate by resolution to act on my behalf. This proxy gives the Board, or its designee, full power to vote for me on all matters that may be voted upon at annual meeting. This proxy shall remain in effect for three years, or until revoked in writing or by termination of membership in the company.

Employer Signature

Date

Quote # 1687554

Regence BlueShield of Idaho | 1602 21st Ave | P O. Box 1106 | Lewiston, ID 83501
07/25/2018 08:20:01 AM MDT

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE:

SUBJECT:
Alcohol Beverage License Renewals

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual renewal of alcohol beverage licenses, which expire August 31, 2018.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following Alcohol Beverage License.

Blaine County Seniors' Council, Inc. DBA The Senior Connection
El Toro Mexican Restaurant
N & H Pub, LLC DBA The Red Shoe 75, Inc. DBA Zou 75
Lago Azul Mexican Restaurant Mariscos 701
Albertsons LLC DBA Albertsons #130 Serva Service, Inc. DBA KB's Burritos

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 # ___

--153--
APPLICATION FOR:
Liquor $562.50
Wine by the Drink $200.00
Beer by the Drink $200.00
Grocery Sale of Wine $200.00
Grocery Sale of Beer $50.00

Total Amount Due: $962.50

APPLICATION IS:
☑ Renewal
☐ New License

Applicant Name: Scott Mikolaichik
Business Name: N & H Pub, LLC
Business Address: 107 South Main Street
Mailing Address: 115 South 2nd Avenue, Hailey, ID 83333
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)

Applicant Signature

8/20/18

Date

Subscribed and sworn to before me this

20 day of August 2018

City Clerk or Designee

OFFICIAL USE ONLY
State License No. 4290
County License No. 121
City License No. 620
Date Approved by Council

Chief of Police Approval

CITY OF HAILEY ~ 115 MAIN STREET SOUTH, SUITE H ~ HAILEY, IDAHO 83333 ~ 208-788-4221

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CITY OF HAILEY

Alcohol Beverage License

N & H PUB, LLC

DBA

The Red Shoe

at

107 South Main Street

for

Liquor
Wine by Drink
Beer by Drink

This license is valid through August 31, 2019
License No. 620

City Clerk

Mayor

Issue Date
# Alcohol Beverage License

## Application for:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>$562.50</td>
</tr>
<tr>
<td>Wine by the Drink</td>
<td>$200.00</td>
</tr>
<tr>
<td>Beer by the Drink</td>
<td>$200.00</td>
</tr>
<tr>
<td>Grocery Sale of Wine</td>
<td>$200.00</td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$ 50.00</td>
</tr>
</tbody>
</table>

**Total Amount Due:** $962.50

## Application is:

- [x] Renewal
- [ ] New License

---

**Applicant Name:** 75 Inc.

**Business Name:** 75, INC

**Business Address:** 416 Main St. N

**Mailing Address:** Box 1165 Hailey ID 83333

**Business Phone:** 788-3310

**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).

**Applicant Signature:**

**Date:** 8/18/18

---

Subscribed and sworn to before me this

**13** day of August, 2018

**City Clerk or Designee:**

---

**OFFICIAL USE ONLY**

<table>
<thead>
<tr>
<th>License No.</th>
<th>Date Approved by Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>State License No.</td>
<td>3615</td>
</tr>
<tr>
<td>County License No.</td>
<td>108</td>
</tr>
<tr>
<td>City License No.</td>
<td>458</td>
</tr>
<tr>
<td>Chief of Police Approval</td>
<td></td>
</tr>
</tbody>
</table>

---

CITY OF HAILEY ~ 115 MAIN STREET SOUTH, SUITE H ~ HAILEY, IDAHO 83333 ~ 208-788-4221
CITY OF HAILEY
Alcohol Beverage License

75, INC

DBA Zou 75
at 416 Main St. N
for Wine by Drink
Beer by Drink
Liquor

This license is valid through August 31, 2019
License No. 458

Issue Date

Mayor

City Clerk

--157--
ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>$562.50</td>
<td></td>
</tr>
<tr>
<td>Wine by the Drink</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Beer by the Drink</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Grocery Sale of Wine</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$50.00</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL DUE: $400

APPLICATION IS:

- New License
- Renewal

Applicant Name: Teresa Beahan Lipman

Business Name: Blaine County Seniors Council, Inc DBA the Senior Connection

Business Physical Address: 721 3rd Ave S

Business Mailing Address: PO Box 28, Hailey, ID 83333

Business Phone Number: 208-788-3468

Property Owner (if different from applicant):

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

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 Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Teresa Lipman

Date: 8-13-18

Subscribed and sworn to before me this 20th day of August, 2016.

Joan Park

City Clerk or Designee

Official Use Only

State License No. 11930
County License No. 113
City License No. 66

Date Approved by Council

Chief of Police

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

15/03/Alcohol Beverage License (7/09/14)
CITY OF HAILEY
Alcohol Beverage License

Blaine County Seniors' Council, In

DBA
The Senior Connection
at
721 3rd Ave S.
for
Wine by Drink
Beer by Drink

This license is valid through August 31, 2019
License No. 60

City Clerk

Mayor

Issue Date
ALCOHOL BEVERAGE LICENSE

APPLICATION FOR:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>$562.50</td>
</tr>
<tr>
<td>Wine by the Drink</td>
<td>$200.00</td>
</tr>
<tr>
<td>Beer by the Drink</td>
<td>$200.00</td>
</tr>
<tr>
<td>Grocery Sale of Wine</td>
<td>$200.00</td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$ 50.00</td>
</tr>
</tbody>
</table>

Total Amount Due: $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

Date

City Clerk of Designee

Subscribed and sworn to before me this

24th day of August, 2018

OFFICIAL USE ONLY

State License No. 134192
County License No. 124
City License No. 2241
Date Approved by Council
Chief of Police Approval

CITY OF HAILEY ~ 115 MAIN STREET SOUTH, SUITE H ~ HAILEY, IDAHO 83333 ~ 208-788-4221

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CITY OF HAILEY
Alcohol Beverage License

Lago Azul Mexican Restaurant

DBA
Lago Azul Mexican Restaurant
at
14 Croy St. W Suite A
for
Beer by Drink
Wine by Drink

This license is valid through August 31, 2019
License No. 224
ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:
- Liquor $562.50 ☐
- Wine by the Drink $200.00 ☑ 200.00
- Beer by the Drink $200.00 ☑ 200.00
- Grocery Sale of Wine $200.00 ☐
- Grocery Sale of Beer $50.00 ☐

TOTAL DUE: $400.00

APPLICATION IS:
☑ New License
☐ Renewal

Applicant Name: Christopher Castille

Business Name: Marsilos 701 LLC

Business Physical Address: 721 N Main St Hailey, ID 83333

Business Mailing Address: 721 N Main St Hailey, ID 83333

Business Phone Number: 208 788-3203

Property Owner (if different from applicant): Latham Williams

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

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 Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature

Date 7-2-18

Subscribed and sworn to before me this 2 day of July 2018.

City Clerk or Designee

ANTHONY R. DUDLEY
NOTARY PUBLIC
STATE OF IDAHO

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

15/03/Alcohol Beverage License (7/09/14)
CITY OF HAILEY
Alcohol Beverage License

Mariscos 701

DBA
Mariscos 701
at
721 North Main Street
for
Beer by Drink
Wine by Drink

This license is valid through August 31, 2019
License No. 1572
ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:
- Liquor $562.50 □
- Wine by the Drink $200.00 ☑ 200.00
- Beer by the Drink $200.00 ☑ 200.00
- Grocery Sale of Wine $200.00 □
- Grocery Sale of Beer $50.00 □

TOTAL DUE: 400.00

APPLICATION IS:
- ☑ Renewal
- □ New License

Applicant Name: Cayetano Perez

Business Name: DBA El Toro Restaurant & Taqueria

Business Physical Address: 122 S Main St Hailey

Business Mailing Address: 122 S Main St Hailey

Business Phone Number: (208) 788-3899

Property Owner (if different from applicant): Rebecca Mitchell

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

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 Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature

Date

Subscribed and sworn to before me this 20 18.

City Clerk or Designee

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
CITY OF HAILEY
Alcohol Beverage License

El Toro Mexican Restaurant

DBA
El Toro Mexican Restaurant
at
122 South Main Street
for
Wine by Drink
Beer by Drink

This license is valid through August 31, 2019
License No. 617

City Clerk
Mayor
Issue Date
ALCOHOL BEVERAGE LICENSE

APPLICATION FOR:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>$562.50</td>
<td></td>
</tr>
<tr>
<td>Wine by the Drink</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Beer by the Drink</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Grocery Sale of Wine</td>
<td>$200</td>
<td>200</td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$50</td>
<td>50</td>
</tr>
</tbody>
</table>

Total Amount Due: $250

APPLICATION IS:

- [ ] New License
- [x] Renewal

Applicant Name: Inc. New Albertson's
Business Name: Albertsons LLC
Business Address: 911 Main St. N
Mailing Address: Albertsons LLC Phoenix AZ 85038-9096
Business Phone: 788-6709
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)

[Signature]

Applicant Signature

[Date]

Date

Subscribed and sworn to before me this

[8th day of August, 2018]

[Signature]

City Clerk or Designee

OFFICIAL USE ONLY

State License No. 4K213
County License No. 40
City License No. 17
Date Approved by Council
Chief of Police Approval

CITY OF HAILEY ~ 115 MAIN STREET SOUTH, SUITE H ~ HAILEY, IDAHO 83333 ~ 208-788-4221

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ALCOHOL BEVERAGE LICENSE

APPLICATION FOR:

Liquor          $562.50
Wine by the Drink $200.00
Beer by the Drink $200.00
Grocery Sale of Wine $200.00
Grocery Sale of Beer $ 50.00

Total Amount Due: 400

APPLICATION IS:

□ New License
☒ Renewal

Applicant Name: Rodolfo I. Serva-Arca
Business Name: Serva Service, Inc
Business Address: 121 Main St. N, Suite 3A
Mailing Address: 121 Main St. N, Suite 3A Hailey ID 83333
Business Phone: 788-7217
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)

[Signature]
Applicant Signature

7-16-18
Date

[Signature]
City Clerk or Designee

23 day of July, 2018

OFFICIAL USE ONLY

State License No. 5111
County License No. 217
City License No. 213
Date Approved by Council
Chief of Police Approval

CITY OF HAILEY ~ 115 MAIN STREET SOUTH, SUITE H ~ HAILEY, IDAHO 83333 ~ 208-788-4221

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Return to Agenda
AGENDA ITEM SUMMARY


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 Spruce Street to Pine Street (Friday, October 12, 2018, from 3:00 p.m. to 4:00 p.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, the event being Wood River High School Homecoming Parade, to be held on Main Street, from Spruce Street to Pine Street (Friday, October 12, 2018, from 3:00 p.m. to 4:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator  Dept. Head in Attendance at Meeting (circle one) Yes  No

ACTION OF THE CITY COUNCIL:
Date

City Clerk

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

Based on the Application for a Special Event Permit for 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 10th day of September 2018.

CITY OF HAILEY

By: __________________________
    Fritz Haemmerle, its Mayor

ATTEST:

______________________________
    Mary Cone, City Clerk
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for Wood River High School to be held on Main Street, from Spruce Street to Pine Street, (Friday, October 12, 2018, from 3:00 p.m. to 4:00 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach 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 10th day of September 2018.

APPLICANT:

By: ________________________________

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

CITY OF HAILEY:

By: ________________________________
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

SPECIAL EVENT PERMIT (05/16/16)

--173--
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Wood River High School Homecoming Pageant

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 from 4th St. to 8th St.

I. EVENT SCHEDULE
Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Start Time</th>
<th>End Time</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/12/18</td>
<td>Start: 3:00</td>
<td>End: 7:00</td>
<td>All Day:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of Set-up/Tear-down</th>
<th>Start Time</th>
<th>End Time</th>
<th>Estimated # Staff</th>
</tr>
</thead>
</table>

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.
- Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% ☐

TOTAL DUE 125.00

III. ORGANIZATION INFORMATION
Sponsoring Organization: Wood River High School Student Council
Applicant's Name: Becky Duncan
Title: Teacher
Address: 1250 Fox Avenue, Room 200
City: Hailey
State: ID
Zip: 83242
Telephone: 208-578-5020 Mobile: 208-421-8849 FAX:

Applicant Driver's License #: FA1101541 Email: bbornhoff+duncan@blaineschools.org

IV. EVENT INFORMATION
New Event: Yes ☐ No ❑ Annual Event: Yes ❑ No ☐ Years Operating 2018
Event Category: ☐ Commercial ☑ Non-commercial
Estimate of Gross Ticket Sales & Revenues (commercial event only):

Description of Event: Homecoming Pageant

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 International
Agent Name:
Phone: 947-1601

Updated: 6/9/2016
(Attach any additional pages as needed)
**SPECIAL EVENT ACTIVITIES PLANNED**

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (Additional fees may apply.)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td>Street Closures &amp; Access / Parade (if yes)</td>
<td></td>
<td>x</td>
<td>Alcohol Served: (Free of Charge) Provider -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Street Closure for Special Event Application and detailed map listing areas of closure is required. An ITD permit and separate City form is required for Main Street closures.</td>
<td></td>
<td></td>
<td>Alcohol Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -</td>
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<tr>
<td></td>
<td></td>
<td>• Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
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<td></td>
<td>Food/Beverages (Caterers) Please List:</td>
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<td>xx</td>
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<td>Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
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<td></td>
<td>Booths: Profit / Non-Profit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr per officer.</td>
<td></td>
<td></td>
<td>Vendors (Items sold/ Solicitation) Please List:</td>
</tr>
<tr>
<td>xx</td>
<td></td>
<td>Electricity / Generators: Size:</td>
<td></td>
<td></td>
<td>Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical Services (Circle) EMT - Standby (or) Ambulance</td>
<td></td>
<td></td>
<td>Signs or Banners *A separate application and fee are required for street banners.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Determination of EMS services is dependent on event size &amp; type. Applicant will be charged $35/hr for EMS Standby.</td>
<td></td>
<td></td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amplified Sound- (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</td>
<td></td>
<td></td>
<td>Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Overnight Camping</td>
<td></td>
<td></td>
<td>Water: Drinking / Washing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Please see City for designated areas.</td>
<td></td>
<td></td>
<td>Lighting: please attach plan if applicable.</td>
</tr>
<tr>
<td>x</td>
<td></td>
<td>Gray Water Barrel / Grease Barrel</td>
<td></td>
<td></td>
<td>Open flame or flame producing devices</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stages: (Number and Size(s))</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the locations 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 costs 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 resources by City employees or public equipment for the Special Event.

**Event Organizer’s Signature:** [Signature]

**Date:** 8/13/18

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BANNER RESERVATION APPLICATION

Event Name: Wood River High School Homecoming

Display Dates: From_ (Mon.) To ___________ (Sun.) (1 Week Only)

Display Location: (circle one) North □ Middle X South □

EXACT Banner Wording:

Wood River Homecoming

Applicant Information

Name: Becky Duncan

Mailing Address: 

Phone #: 208-421-8849

Email: 

Organization Information

Name: WRHS

Mailing Address: 1250 Fox Access Rd

Phone #: 720-4608

Email: rbohmf+tducan@blaineshores.org

Installation Fee Must Accompany This Application: $100.00 exempt 06/16/14

Applicant Acknowledgment (read, check and sign below):

☑ Banners must be received at City Hall no later than 5:00 p.m. on the Friday before the installation date; late banners will not be installed until Tuesday, time permitting.

☑ Banners must be delivered to City Hall in a clearly labeled container.

☑ If Monday is a holiday, banners are installed and removed on Tuesdays.

☑ Inclement weather may prohibit installation of banners on Monday; banners will be installed on Tuesday, weather permitting.

☑ The banner must advertise a special, date-specific event which is of general interest and benefit to the community.

☑ The banner will be installed no earlier than 30 days prior to the event.

☑ In the case of more than one application for the same period of time, the City of Hailey may give precedence to Hailey area events. In the case of more than one application for Hailey area events, city staff will permit the first application filed to display for the entire period.

☑ The banner must be constructed in accordance with specifications approved by the City of Hailey. Specifications are printed on the reverse side of this application.

☑ No more than one banner for an event will be displayed at any one time.

☑ Banner reservations are limited to one week.

☑ The Hailey City Council reserves the right to amend or terminate use of public ways for banners at any time and without prior notice.

Applicant Signature:

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

1603/BANNER APPLICATION (9/23/2014)
ALL SIGNS WILL BE RETRO REFLECTIVE 48" X 48"
CONES WILL BE 36" WITH RETRO REFLECTIVE STRIPES
ALL SIGN SPACING WILL BE AT 200'

THERE WILL BE 8 CONES PER INTERSECTION ON MAIN ST
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018    DEPARTMENT: Community Development    DEPT. HEAD SIGNATURE: RD

SUBJECT:
Motion to approve and ratify the special event, Bloom Mobile Market, to be held in the parking lot of Balmoral Apartments, in Hailey (Thursdays beginning September 6, 2018 through November 8, 2018 from 5:30pm to 6:30pm).

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve and ratify the special event, Bloom Mobile Market, to be held in the parking lot of Balmoral Apartments, in Hailey (Thursdays beginning September 6, 2018 through November 8, 2018 from 5:30pm to 6:30pm).

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 # __________
DECISION

Based on the Application for a Special Event Permit for the event, Bloom Mobile Market, in the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

**Standard Conditions**

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

**Additional Conditions**

a. None.

DATED this 10th day of September 2018.

**CITY OF HAILEY**

By: _______________________
Fritz Haemmerle, its Mayor

ATTEST:

________________________
Mary Cone, City Clerk
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the event, Bloom Mobile Market, to be held in the parking lot of Balmoral Apartments, in Hailey (Thursdays beginning September 6, 2018 through November 8, 2018 from 5:30pm to 6:30pm), 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 10th day of September 2018.

APPLICANT:

By: __________________________

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

CITY OF HAILEY:

By: __________________________

Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Bloom Mobile Market

LOCATION FOR EVENT (Be specific i.e. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
- Public Property
- Private Property
  Balmoral Apartment - Parking Lot

I. EVENT SCHEDULE
Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursdays</td>
<td>Start Time: 9:30 am MST</td>
<td>End Time: 5:30 pm MST</td>
</tr>
<tr>
<td>11/18 - 11/21</td>
<td>Start Time: 9:30 am MST</td>
<td>End Time: 6:30 pm MST</td>
</tr>
<tr>
<td>Date(s) of Set-up/Tear-down</td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
</tbody>
</table>

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.
- Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% ☐ $125.00

TOTAL DUE

III. ORGANIZATION INFORMATION
Sponsoring Organization: Blaine County Hunger Coalition
Applicant's Name: Nick Gilman
Title: Coordinator
Address: 121 Honeycreeper St., City: Bellevue, State: ID, Zip: 83313
Telephone Home: (208) 788-0121 Mobile: Email: ngilman@hehuncociaiion.org
Applicant Driver's License #: FA1076261

IV. EVENT INFORMATION
New Event: Yes ☒ No ☐ Annual Event: Yes ☒ No ☐ Years Operating 1
Event Category: ☒ Commercial ☐ Noncommercial

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: Wood River Ins.
Agent Name: Tammy Carter
Phone: (208) 788-1100

(Amount any additional pages as needed)
## SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)

<table>
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<td>Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -</td>
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<tr>
<th>Barricades</th>
<th>If yes, please include a logistics map and # of barricades applicant is providing.</th>
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<td>X</td>
<td>Food/Beverages (Caterers) Please List:</td>
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<thead>
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<th>Police/Traffic Control Services</th>
<th>(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.)</th>
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<tr>
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<td>Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr. per officer.</td>
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<tr>
<th>Electricity / Generators:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Size:</td>
<td>1</td>
</tr>
<tr>
<td>Medical Services (Circle)</td>
<td></td>
</tr>
<tr>
<td>EMT - Standby (or) Ambulance</td>
<td></td>
</tr>
<tr>
<td>*Determination of EMS services is dependent on event size &amp; type. Applicant will be charged $35/hr. for EMS Standby.</td>
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<th>Signs or Banners</th>
<th>*A separate application and fee are required for street banners.</th>
</tr>
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<table>
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<th>Portable Toilets / Wash Stations:</th>
<th>(Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</th>
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</table>

---183--
<table>
<thead>
<tr>
<th>Activity</th>
<th>Requirement</th>
</tr>
</thead>
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<td></td>
</tr>
<tr>
<td>Amplified Sound- (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</td>
<td></td>
</tr>
<tr>
<td>Overnight Camping</td>
<td>Please see City for designated areas.</td>
</tr>
<tr>
<td>Lighting: please attach plan if applicable</td>
<td></td>
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<tr>
<td>Overnight Camping</td>
<td>Please see City for designated areas.</td>
</tr>
<tr>
<td>Gray Water Barrel / Grease Barrel</td>
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</tr>
<tr>
<td>Sanitation: Trash bins, Dumpsters, Recycle</td>
<td>(Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td>Water:</td>
<td>Drinking / Washing</td>
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<td>Open flame or flame producing devices</td>
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<td>Open flame or flame producing devices</td>
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<td>Stages: (Number and Size(s))</td>
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</tbody>
</table>

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer’s Signature: [Signature]  
Date: 8/27/18
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT: Findings of Fact, David and Jacqueline Hennessy Lot Line Adjustment

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code 5.20
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The City Council approved the Final Plat for the Hennessy Lot Line Adjustment on August 13, 2018. The attached Findings of Fact reflect the deliberation and decision.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Authorize the Mayor to sign the Findings of Fact, Conclusions of Law and Decision dated September 10, 2018, for the Hennessy Lot Line Amendment. This project is located in the Limited Residential (LR-1) Zoning District. The project proposes to create three lots, whereby the reconfiguration of the lots would form three (3) lots: Lot 1A, comprising of 19,265 square feet; Lot 2A, comprising of 13,284 square feet; Lot 3A, comprising of 9,963 square feet. The Lot Line Adjustment is located in the Limited Residential (LR-1) Zoning District and Original Townsite.

The Planning and Zoning Commission recommended approval of the Lot Line Adjustment Application at the August 6, 2018 public hearing.

The Hailey City Council approved the Final Plat of the Lot Line Adjustment Application at the August 13, 2018 public hearing.

Further analysis can be found in the Findings of Fact, Conclusions of Law and Decision provided.

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

ACTION OF THE CITY COUNCIL:
Date__________________________
City Clerk _______________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: ______________________
Copies (all info.): ______________________ Copies
Instrument #: ______________________

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FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On August 13, 2018, the Hailey City Council considered the Application by David and Jacqueline Hennessy, represented by Benchmark Associates, for a Lot Line Adjustment, located at 666 East Carbonate Street (Lots 1-4, Block 94, Original Townsite) and Lots 5-12, Block 94, Original Townsite (no address assigned), wherein Lots 1-12, the 13’ portion of the vacated alley adjacent to Lots 1-12, and the 20’ portion of the vacated Carbonate Street adjacent to Lot 1, are reconfigured to create Lots 1A, 2A and 3A. The reconfiguration of the lots would form three (3) lots: Lot 1A, comprising of 19,265 square feet; Lot 2A, comprising of 13,284 square feet; Lot 3A, comprising of 9,963 square feet. The Lot Line Adjustment is located in the Limited Residential (LR-1) Zoning District and Original Townsite. The City Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law, and Decision.

FINDINGS OF FACT

Notice
Notice for the public hearing was published in the Idaho Mountain Express on July 25, 2018; the notice was mailed to property owners within 300 feet on July 24, 2018.

Application
Consideration of an Application by David and Jacqueline Hennessy, represented by Benchmark Associates, for a Lot Line Adjustment located at 666 East Carbonate Street (Lots 1-4, Block 94, Original Townsite) and Lots 5-12, Block 94, Original Townsite (no address assigned), wherein Lots 1-12, the 13’ portion of the vacated alley adjacent to Lots 1-12, and the 20’ portion of the vacated Carbonate Street adjacent to Lot 1, are reconfigured to create Lots 1A, 2A and 3A. The reconfiguration of the lots would form three (3) lots: Lot 1A, comprising of 19,265 square feet; Lot 2A, comprising of 13,284 square feet; Lot 3A, comprising of 9,963 square feet. The Lot Line Adjustment is located in the Limited Residential (LR-1) Zoning District and Original Townsite.

The property, located on the east side of Hailey and nestled between three public streets, Carbonate Street to the north, unimproved Seventh Avenue to the east and Bullion Street to the south, is currently made up of twelve (12) lots. The Applicant is proposing to reconfigure the lots to create three (3) lots: Lot 1A, 2A and 3A. The alley to the west has been vacated.

The frontage of Lot 1A is on Carbonate Street. Proposed Lot 2A will have a frontage on Seventh Avenue, and proposed Lot 3A could have frontage on Seventh Avenue or Bullion Street.

Procedural History
The Preliminary Plat was approved by the Hailey Planning and Zoning Commission on July 16, 2018. The Final Plat has been prepared by a professional land surveyor and submitted within one year of the Preliminary Plat.

Standards
Section 16.06.030: MODIFICATION OF ORIGINAL TOWNSITE states the following:

The modification of original Hailey Townsite lot lines that results in more than one platted lot shall be reviewed as a lot line adjustment and shall also include the public review process outlined in Section 16.03.040, “Short Plat Procedure”, of this title. (Ord. 1199, 2016; Ord. 1191, 2015).

Therefore, this Lot Line Adjustment Application is being processed as a Short Plat. The Applicant is proposing to consolidate twelve (12) lots to create three lots, Lots 1A, 2A and 3A. One house is existing and is located at 666 East Carbonate Street. This home will remain on proposed Lot 1A. Proposed Lots 2A and 3A are vacant at this time.

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Section 16.03.040 of Hailey’s Municipal Code allows for applications for platting four (4) or fewer residential building parcel to be reviewed through the Short Plat procedure. In this procedure, the Hearing Examiner or Commission reviews the Preliminary Plat only. Upon Preliminary Plat approval, the Applicant submitted a Final Plat Application for a public hearing before the Hailey City Council. The Hailey City Council heard and approved the Lot Line Adjustment Application for David and Jacqueline Hennessy at the August 13, 2018 public hearing.

**Department Comments**

**Life/Safety Issues:** None

**Water and Sewer Issues:** Water and Sewer requirements must be met, and new services must be installed to City standards and inspected prior to Final Plat.

The Public Works Department notes that all proposed lots (1A, 2A and 3A) shall connect to City Water and Wastewater Services and must be installed to City standards. The home located at 666 East Carbonate Street, proposed Lot 1A, will be required to connect to City sewer, as City water has been installed. A Design Set will be required for review by the Public Works Department prior to installation and connectivity.

The Commission recommended that the Applicant will connect to City Water and Wastewater services on all lots. The Commission recommended that the Application will connect to City Water and Wastewater services on all lots.

**Engineering Issues:** City Staff has no intent to improve Seventh Avenue at this time, nor vacate the unimproved street to the surrounding properties. City Staff plans to hold Seventh Avenue in reserve for future possible improvements, as it may be needed to serve area infill development. If inclined, the Applicant may propose to improve Seventh Avenue at his/her expense, in which case, City Staff would review and approve, deny or modify the Applicant’s proposal to do so.

The Public Works Department is also requiring that the Applicant complete and submit an Encroachment Permit for any and all landscaping, improvements and/or personal property located within the City Right-of-Way. With time, any existing landscaping and personal property located within the City Right-of-Way may be removed.

**Standards of Evaluation**

**CHAPTER 16.04: DEVELOPMENT STANDARDS**

16.04 General Standards.

The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.

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 below. No changes have been made to the plat since the Preliminary Plat approval.

**Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.**

An unimproved Seventh Avenue exists. The Applicant is proposing driveway access to Lots 2A and 3A.
from Seventh Avenue. At this time, Public Works Department has no intention of improving Seventh Avenue. The Public Works Department has a preference to have the lots access off of Seventh Avenue versus Carbonate Street, as Seventh Avenue provides a shorter distance for driveway length. The Applicant will be responsible for creating access to Lots 2A and 3A that meets all City and Fire Code standards.

A. Streets:
   All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.
   The streets (Carbonate Street and Seventh Avenue) are existing. Carbonate Street is a 60’ wide Street. Seventh Avenue is an unimproved, 100’ old Hailey street. The alley has been vacated and no longer exists. Staff prepared an Exhibit, which has been made part of the record, showing the various vacations to alleys, Sixth and Carbonate Streets in years past. No easement to access Lots 2A and 3A, at the rear property line, is proposed at this time. The Council found that this standard has been met.

B. Cul-De-Sacs; Dead End Streets:
   Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.

N/A

C. Access:
   More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.
   The Applicant is proposing that the newly reconfigured lots be accessed from Seventh Avenue. The Public Works Department has a preference to have the lots access off of Seventh Avenue versus Carbonate Street, as Seventh Avenue provides a shorter distance for driveway length. Access from Carbonate would disturb more vegetation than access from Seventh. The alley has been vacated and no longer exists. No easement to access lots 2A and 3A, at the rear property line, is proposed at this time.

The Commission recommended that Lots 2A and 3A be accessed from Seventh Avenue, and that the Applicant will configure the driveway access at their own expense. This standard will be met.

D. Design:
   Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from
the center line, shall separate any 2 three-way intersections.
The streets (Carbonate Street and Seventh Avenue) are existing. Carbonate Street is a 60’ wide old Hailey Street. Seventh Avenue is an unimproved, 100’ wide old Hailey Street. Bullion Street, to the south, is a 100’ wide old Hailey Street. Proposed Lot 3A abuts Bullion Street. The alley has been vacated and no longer exists. No easement to access Lots 2A and 3A, at the rear property line, is proposed at this time.

The Commission recommended that Lots 2A and 3A be accessed from Seventh Avenue, and that the Applicant will configure the driveway access at their own expense. This standard will be met.

E. Centerlines:
Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.

N/A

F. Width:
Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.

N/A

G. Roadways:
Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.

N/A

H. Road Grades:
Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.

N/A

I. Runoff:
The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The Developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA’s “NPDES General Permit for Storm water Discharge from Construction Activity” for all construction activity
affecting more than one acre.
There is no organized drainage in the neighborhood. All properties on this block are relatively flat. Any new development on the newly reconfigured lots will be required to provide adequate drainage. Drainage within the plat is adequate for the level of development permitted in this zoning district. The Council found that this standard has been met.

J. Signage:
The Developer shall provide and install all street and traffic control signs in accordance with City Standards.
N/A

K. Dedication; Names:
All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.
N/A

L. Private Streets: Standards 1-6 regarding private streets are not applicable.

M. Driveways:
1. Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.
The residence at 666 East Carbonate Street is accessed from Carbonate Street. The Applicant is proposing that Lots 2A and 3A be accessed from a single driveway off of Seventh Avenue, which is unimproved. The alley has been vacated and access no longer exists. The Applicant will be responsible for constructing the driveways from Bullion Street to the lot(s) to City standards with an Encroachment Permit. This design may be modified in the future if/when Seventh Avenue is developed. This standard will be met.

2. Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:
   a. Accessing one residential unit: twelve feet (12’)
   b. Accessing two residential units: sixteen feet (16’)

   No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.
   This standard will be met at the time the development is proposed on lots 2A and 3A, or if redevelopment is proposed for Lot 1A. The single-access driveway serving the two lots will be 16’ in width.

3. Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.
   If the driveway to Lot 2A is longer than 150’ from the current edge of pavement on Bullion Street, this standard will need to be met.

The Commission recommended that the driveway for Lot 2A be no longer than 150’ from the current edge
of pavement on Bullion Street. The Applicant is proposing a shared driveway for Lots 2A and 3A, which will meet and likely not exceed, the 150’ maximum distance for driveways, sans Fire truck turnaround. The Commission recommended that a plat note be added stipulating that if the driveways exceed 150’, a turnaround would be required. This standard will be met.

4. Driveways accessing more than one residential dwelling unit shall be maintained by an owner’s association, or in accordance with a plat note.
This has been made a Condition of Approval. This standard will be met.

5. The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.
N/A

6. No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.
The driveways can be located within the traditional lot and block pattern of Hailey’s Original Townsite, off of unimproved Seventh Avenue. The Applicant is proposing that the newly reconfigured lots be accessed from a single driveway off of Seventh Avenue. No infrastructure exists in Seventh Avenue at this time. The alley has been vacated and no longer exists. No easement to access lots 2A and 3A, at the rear property line, is proposed at this time. The Council found that this standard has been met.

N. Parking Access Lane:
A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
N/A

O. Fire Lanes:
Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
N/A

16.04.030: Sidewalks and Drainage Improvements:
A. Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable city standards, except as otherwise provided herein.
B. The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
C. New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.
D. Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.
E. The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.
The Commission recommended sidewalk improvements to be unnecessary due to this being a lot line.
amendment. The Council found that this standard has been met.

16.04.040 Alleys and Easements:

A. Alleys shall be provided in all Business District and Limited Business District developments where feasible.
   1. The minimum width of an alley shall be twenty-six feet (26').
   2. All alleys shall be dedicated to the public or provide for public access.
   3. All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.
   4. Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.
   5. Dead-end alleys shall not be allowed.
   6. Where alleys are not provided, easements of not less than ten feet (10') in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.

N/A. This project is located within Hailey's Original Townsite and Limited Residential (LR-1) Zoning District.

B. Easements. “Easements” defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:

   1. To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman’s access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman’s access.

   2. To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.

   3. To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than
10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.

None of the above conditions exist on the subject property. The Commission recommended an access easement for Lots 2A and 3A to be unnecessary. The Council found that this standard has been met.

16.04.050 Blocks:
The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.

N/A

16.04.060 Lots:
All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Hailey Municipal Code.

This standard has been met. All three lots meet the minimum lot size of 6,000 square feet:

- Lot 1A: 19,265 square feet
- Lot 2A: 13,284 square feet
- Lot 3A: 9,963 square feet

A. If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision

N/A

B. Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of twenty-five feet (25’) or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The twenty-five foot (25’) wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).

N/A

C. No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as “parcels” on the plat. Green Space shall be clearly designated as such on the plat.

N/A

D. A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area but shall not
be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this title, fire and other applicable codes. Flag lots within the Original Townsite are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.

N/A

E. All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under subsection 16.04.020M2 of this Chapter and section D of this Chapter. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street. All lots have frontage on a public street. Lot 1A has frontage on Carbonate Street. Lot 2A, though not developed, is proposed to have frontage on Seventh Avenue. Lot 3A, also not developed, could have frontage on either Seventh Avenue or Bullion Street.

The Commission recommended that proposed Lot 3A have frontage on either Seventh Avenue or Bullion Street; however, be accessed from Seventh Avenue, not from Bullion Street. This standard will be met.

F. Original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures. The lots follow the original historic platting pattern and maintain frontage on the street. The alley was vacated and no longer exists. The Council found that this standard has been met.

16.04.070 Orderly Development:

A. Phasing Required:
Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.

N/A

B. Agreement:
Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.

N/A

C. Mitigation of Negative Effects:
No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:

1. Provision of on-site or off-site street or intersection improvements.
2. Provision of other off-site improvements.
3. Dedications and/or public improvements on property frontages.
4. Dedication or provision of parks or green space.
5. Provision of public service facilities.
6. Construction of flood control canals or devices.
D. Area Development Plan:
When the Developer of Contiguous Parcels proposes to subdivide any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:
1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.
2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.
3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.
4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.
5. Park land shall be most appropriately located on the Contiguous Parcels.
6. Grading and drainage shall be appropriate to the Contiguous Parcels.
7. Development shall avoid easements and hazardous or sensitive natural resource areas.

The Commission and Council may require that any or all Contiguous Parcels be included in the subdivision.
All of the lots owned by the Applicant are shown on the Preliminary Plat. It would be possible to divide Lot 1A one more time if the existing house were removed. Staff has added a Condition of Approval addressing that possibility with regards to respecting the platting pattern of Hailey’s original townsite. The Council found that this standard has been met.

16.04.080 Perimeter Walls, Gates and Berms:
The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than three feet (3') higher than the previously existing (original) grade.

N/A

16.04.90 Cuts, Fills, Grading and Drainage: None of these standards are applicable.

16.04.100 Overlay Districts: No Hillside or Flood Hazard Overlays exist in this area.

16.04.110 Parks, Pathways and Other Green Spaces:
A. Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.
1. Parks.
   a. The Developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:
P = x multiplied by .0277

“P” is the Parks contribution in acres
“x” is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.

N/A. This standard does not apply to a Lot Line Adjustment.

b. In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.

2. Pathways: The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this title.

N/A

Multiple Ownership:

B. Parks and Lands Board: The Parks and Lands Board shall review and make a recommendation to the Hearing Examiner or Commission and Council regarding each application subject to the provisions of this chapter. Such recommendation will be based on compliance with the Master Plan and provisions of this title.

N/A

C. Minimum Requirements:

1. Private Green Space: Use and maintenance of any privately owned Green Space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the Council.

N/A

2. Neighborhood Park: A Neighborhood Park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A Neighborhood Park shall be deeded to the City upon completion, unless otherwise agreed upon by the Developer and City.

3. Mini Park: A Mini Park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All Mini Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4"
caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.

4. Park/Cultural Space: A Park/Cultural Space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more Parks or Park/Cultural Spaces.

5. Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.

D. Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
1. Shall meet the minimum applicable requirements required by subsection D of this section.
2. Shall provide safe and convenient access, including ADA standards.
3. Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.
4. Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.
5. Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.
6. Shall require low maintenance, or provide for maintenance or maintenance endowment.

E. Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
1. Shall meet the minimum applicable requirements required by subsection D of this section.
2. Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.

F. Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for
development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):

1. Shall meet the minimum applicable requirements required by subsection D of this section.
2. Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).
3. The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.
4. The private ownership and maintenance of green space shall be adequately provided for by written agreement.

G. In-Lieu Contributions:

1. After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.
2. The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this title multiplied by the fair market value of the land (e.g., $/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in subsections E4 and E5 of this section. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.
3. Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.
4. In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.
CHAPTER 16.05: IMPROVEMENTS REQUIRED:
16.05.010 Minimum Improvements Required:
It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards, which are attached hereto as Exhibit “A.” Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.

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

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

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

N/A

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 improvement 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.

None of these improvements are required.

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. At this time, street cuts will not be needed; utilities are located in the vacated alley. 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.

N/A

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

N/A

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.

Lots 1A, 2A and 3A will be required to connect to City sewer. Connections will be required to meet City sewer requirements.

The Commission recommended that this standard be met. The Applicant agreed. This has been made a Condition of Approval.

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.

Lots 2A and 3A will be required to connect to City water. Water connections will be required to meet City water requirements.

The Commission recommended that this standard be met. The Applicant agreed. This has been made a Condition of Approval.

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.
No drainage improvements are required at this time. Drainage will be reviewed upon the development of each lot. The Council found that this standard has been 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.
This will be required at the time of construction. 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

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

B. 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.
16.05.100 As Built Plans and Specifications:

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

The Developer is hereby advised that three (3) sets of “as-built plans and specifications” certified by the Developer’s engineer, shall be filed with the City Engineer prior to acceptance by the City of Hailey. This standard will be met.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Council makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Title 16, Section 16.06.010, was given.
2. The project is in general conformance with the Hailey Comprehensive Plan.
3. The project does not jeopardize the health, safety, or welfare of the public.
4. Upon compliance with the conditions set forth, the project conforms to the applicable standards of Chapter 16.06, Lot Line Adjustments, and other Chapters of the Subdivision Ordinance and City Standards.

DECISION

The Application for a Lot Line Adjustment submitted by David and Jacqueline Hennessy, represented by Benchmark Associates, for a Lot Line Adjustment located at 666 East Carbonate Street (Lots 1-4, Block 94, Original Townsite) and Lots 5-12, Block 94, Original Townsite (no address assigned), wherein Lots 1-12, the 13’ portion of the vacated alley adjacent to Lots 1-12, and the 20’ portion of the vacated Carbonate Street adjacent to Lot 1, are reconfigured to create Lots 1A, 2A and 3A. Based on the Findings of Fact, the Commission recommends approval to the Hailey City Council regarding the Lot Line Adjustment Application, provided conditions (a) through (k) are met:

a) All Fire Department and Building Department requirements shall be met. Items to be completed at the Applicant’s sole expense include, but will not be limited to, the following requirements and improvements:
   a. A fire truck turnaround may be required if Fire Code maximum distances cannot be achieved.

b) All City infrastructure requirements shall be met as outlined in Title 16, 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 Department approval and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to, the following requirements and improvements:
   a. Water service connections to Lots 2A and 3A.
   b. Sewer service connections to Lots 1A, 2A and 3A.

c) A plat note shall be added that states that a fire truck turnaround may be needed for Lot 3A if fire code maximum distances cannot be met.

d) Any reconfiguration or further subdivision of Lot 1A shall follow the traditional lot and block
platting patterns, with parallel lot lines and access to the street and the alley from all lots.

e) Driveways accessing more than one residential dwelling unit shall be maintained by an owner’s association, or in accordance with a plat note. Driveways within Seventh Avenue shall be subject to a ROW Encroachment Permit. Other driveway requirements and improvements shall be included, but not limited to:
   a. Proposed Lots 2A and 3A shall be accessed from Seventh Avenue, not Bullion Street.
   b. A 16’ wide driveway to access Lots 2A and 3A shall be constructed for fire apparatus access.

f) The City shall not be responsible for any design changes or construction impacts to driveways located in Seventh Avenue that may result in the future from the buildup of Seventh Avenue. Any design or construction changes shall be the responsibility of the Applicant.

g) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Title 16, Section 16.02.080 of the Hailey Municipal Code.

h) 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.

i) 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.

j) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.

k) Any Application Development Impact Fees shall be paid prior to recording the Final Plat.

PASSED BY THE HAILEY CITY COUNCIL and approved by the Mayor this ___ day of __________, 2018.

________________________
Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

________________________
Mary Cone, City Clerk
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/18  DEPARTMENT: Clerk's Office  DEPT. HEAD SIGNATURE  M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 13, 2018 and to suspend reading of them.

AUTHORITY: □ ID Code 74-205  □ IAR _________  □ City Ordinance/Code _______

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item # _____________  YTD Line Item Balance $ ________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

□ City Attorney  × City Clerk  □ Engineer  □ Mayor
□ P & Z Commission  □ Parks & Lands Board  □ Public Works  □ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:
MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD AUGUST 13, 2018
IN THE HAILEY TOWN CENTER MEETING ROOM

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Fritz Haemmerle. Present were Council members Colleen Teevin, Kaz Thea, Pat Cooley, and Martha Burke. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and Deputy Clerk Nancy Arellano.

5:30:57 PM Mayor Haemmerle called to the meeting to order.

Open Session for Public Comments:

Peter Lobb, requests item CA304 pulled for explanation.

Christina Cernansky with NAMI Wood River Valley. She presents on behalf of NAMI and the Wood River Valley Studio Tour. Cernansky announces the Wood River Valley Studio Tour is this weekend. This year NAMI is partnering with the Wood River Valley Studio Tour.

CONSENT AGENDA:

CA 304 Motion to approve Resolution 2018-077, to sign the South Woodside property appraisal (Rinker property) and acknowledge the Quitclaim deed (receiving as gift from Rinker) ACTION ITEM

CA 305 Motion to ratify signatures on support letter regarding FY2019 Dedicated Enhanced Emergency Communications grant application ACTION ITEM

CA 306 Motion to approve, and authorize the mayor to sign, Pay Estimate No. 1 in the amount of $202,854.34, for work completed on the Pathways for People – Croy St. and 2nd Ave. project ACTION ITEM

CA 307 Motion to approve Resolution 2018-078, ratifying the City Council President’s signature on the Idaho Asphalt Supply purchase agreement for chip seal project road oil, in the amount of $15,678 plus additional minimum distributor service charges ACTION ITEM

CA 308 Motion to approve Resolution 2018-079, Notice of Award to Anderson Asphalt Paving in the amount of $36,317.20 to construct basketball court improvements at Balmoral Park, and authorize the mayor to sign the Agreement and issue the Notice to Proceed, contingent on receipt of required insurance certificate and bonds ACTION ITEM

CA 309 Motion to approve Resolution 2018-080, the purchase agreement with Garrett and Company in the amount of $40,064, to purchase and install play equipment at Balmoral Park, and authorize the mayor to sign the purchase agreement ACTION ITEM

CA 310 Motion to approve purchase of a Ford 2018 F-150 pickup truck by the Street Division, for the amount of $35,059.00 ACTION ITEM

CA 311 Motion to approve the Special Event, Wood River Valley Harvest Fest 2018, to be held on September 15, 2018 from 3:00pm to 10:00pm ACTION ITEM

CA 312 Findings of Fact, Conclusions of Law and Decision regarding a Preliminary Plat Application for Galena Condominiums (Myrtle Mixed Use), represented by Galena Engineering, on behalf of Peter Heekin, for a mixed-use building, located at 516 North Main Street, (Lots 11, 12 and N. 25’

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of Lot 13, Block 64, Hailey Townsite), to be resubdivided into two (2) commercial units and five (5) residential units. Action Item

CA 313 Motion to approve correction to motion adopting Lupine Subdivision Final Plat, by correctly stating conditions A-L rather than A-L. Action Item

CA 314 Motion to approve Alcohol License Renewals Action Item

CA 315 Motion to approve minutes of July 23, 2018 and to suspend reading of them Action Item

CA 316 Motion to ratify claims for expenses paid in July 2018 Action Item

CA 317 Motion to approve claims for expenses incurred during the month of July, 2018, and claims for expenses due by contract in August, 2018 Action Item

5:33:35 PM Teevin pulls CA315. Mayor Haemmerle pulls CA 304 per Peter Lobb’s request in open session.

Burke moves to approve all consent agenda items minus CA304 and CA315, seconded by Cooley, motion passed unanimously.

5:34:20 PM Simms thanks Rinker for donating the parcel to City of Hailey. Simms, the Agenda Item Summary gives background information. In June 2018, the City of Hailey deeded an access easement to the South Woodside Parcel. It was part of Rinker’s effort to work with the IRS to receive a charitable donation. Simms received the original Quitclaim Deed by Jim Laski. Simms suggests the motion not as written on the Agenda Item Summary. Peter Lobb asks if this is the same property as a few years back? Horowitz confirms it is. Horowitz shows map of the area. Yeager describes the property on the map. City of Hailey has not owned the property until now.

Burke motions to approve CA304 seconded by Thea, Motion passed unanimously.

5:37:30 PM Teevin, on CA315, points to an error on the minutes on page 157, second paragraph that begins with “Teevin asked on D. PUD... 3 years or 3 years?” It should read “2 or 3 years?” The correction will be noted.

MAYOR’S REMARKS:

Mayor Haemmerle was in Germany and is happy to be back.

PUBLIC HEARINGS:

PH 318 Public Hearing on FY 2019 Budget:

1. Consideration of budget amounts for Fireworks, the Chamber, and Hailey Ice, with approval of letter to Idaho Department of Commerce pledging a 12.5% grant match for the Chamber’s 2019 Idaho Travel and Convention (ITC) Grant of $88,250 Action Item

5:40:03 PM Mayor Haemmerle opens for public comment.

No public comment.

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5:41:44 PM Thea, asks about the Blaine County Housing Authority, why it isn’t logged? Dawson clarifies what the LOT ordinance allows and what the LOT funds can be used for. Developing housing is not one of them. The LOT ordinance adopted by voters allows the funds to be used for transportation services, transportation repair and maintenance, economic development, and law enforcement and fire suppression. Thea asks, what the fireworks fund falls under? Dawson answers, it’s considered economic development. Thea suggests take the $5,000 and do something else with it. We have the responsibility to do a better job at helping and continuing to support non-profits. There is better use for the $5,000.

5:43:49 PM Mayor Haemmerle, that’s not a bad suggestion. Hailey Ice funds come under the Chamber. Hailey Ice is essentially events that happen in the city unlike other events. In the contract for services, there are events that aren’t occurring anymore. The money that is given to the Chamber is a contract for services. A lot of line items listed on their services aren’t happening.

Mary Austin Crofts, Hailey Chamber of Commerce, speaks, there are a couple events but another event is coming up, an Hispanic Heritage Festival. We lost the Hailey skatepark event but I would like to bring it back.

Mayor Haemmerle, I would like to fund more but LOTs aren’t anticipated to increase. If LOTs do go up we can amend the budget and consider where things might go.

Becky Stokes, City Treasurer, June and July LOTs sales received came in flat. Maybe August receipts will come in better.

Mayor Haemmerle, Hailey Ice has really contributed to the local economy.

5:48:47 PM Thea proposes the $5,000 from the Fireworks fund goes to the Chamber.

Teevin speaks, fireworks are dangerous. One thought is the more the City can put on a big show perhaps the fewer people are putting stuff off their backyards or going to public lands. It’s a small piece of a bigger picture. A lot more needs to be done. It’s something to start thinking about fireworks and desert landscape. It is worth it. If $5,000 helps, it might be worth considering.

5:50:23 PM Mayor Haemmerle, fireworks are tricky since the State Laws says fireworks can be lit off on certain days.

Teevin clarifies, The City itself has a firework show every year. The bigger, brighter, and more fantastic the City can make the fireworks show, perhaps the less people will light off their own. Again, it’s a small piece of a bigger picture.

Cooley, I appreciate it. It brings a lot of business to Hailey. It brings people to Hailey. It’s part of our heritage, background, economic stimulus. It’s important to Hailey.
Teevin, keeping the budget from last year is fine. The Chamber is under new leadership, maybe we revisit it again. Give it another year. The Chamber changed their marketing.

Mayor Haemmerle, The Chamber did change their marketing. It’s a promise they made and they kept.

Burke, this is what I hoped we decided at the last discussion. I wish we had the money to give to the Chamber $75,000 and another $10,000 to Hailey Ice. We asked for a line item that shows as Hailey Ice 501 C (5) and their funding source came through the Chamber to the Hailey Ice. I agree with Thea, it’s hard to think we light up $5,000 in one swoop however it’s our heritage since Bruce Willis helped us do this display. Burke, I know it’s brought people over. If we consider it worthy, if we consider it a celebration, it is money well spent. Let’s leave it the way it is presented this evening. If LOTs funds go up, I’d like the Chamber of Commerce to receive more.

Dawson explains the Firework endowment. We were given an endowment of $50,000 several years back by an anonymous donor. The investments at the time brought a bit of interest revenue. The hope of that interest revenue would be a fund match for the business district that raised the money. The Chamber has been raising money every year for fireworks. During the economic recession, it dropped below the $50,000 mark to just under $40,000. When the mayor added the Firework fund, it wasn’t to fund next years firework show or this year’s fireworks show. It was to the rebuild the endowment closer to the $50,000. The Chamber has reported they successfully raised the $15,000 for the fireworks show. The business community is doing its work. They raised the full amount.

Mayor Haemmerle asks Mary Austin Crofts if they expect to raise the funds again next year? Mary Austin Crofts answers, people were really supportive this year. People worked hard. We are still looking at all the expenses.

Mayor Haemmerle asks what amount it will leave the endowment at? Dawson answers, that will leave the endowment flat. It’s currently under $40,000. This years expenses have been met by the Chamber’s fundraising efforts so the endowment will remain at $40,000.

Burke, This $5,000 will make the endowment $45,000. We are making our way back up to $50,000. Dawson answers, that was the Mayors intention.

Stokes, last years receipt was about $13,000. It was close. Mayor Haemmerle asks what the Chamber has raised in prior years? Dawson answers, the Chamber has raised the funds for 20 years. In a robust economy, they fund raise a lot of money. One year it was as high as $36,000 in one single year and our fireworks show at the time was $20,000. Now it’s $15,000. During the recession, it was a challenge. The economy is robust right now. Mayor Haemmerle speaks, understanding what they did last year thinking they could do it again cut the endowment in half to $2,500 and give the $2,500 to the Chamber as a leap of faith saying we hope you can produce next year.

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Cooley, if we need to recharge the endowment it doesn’t have to be in one year. Perhaps, this $2,500 give back towards the endowment. Haemmerle clarifies, the amount would be $12,500 to the Chamber. $10,000 is a pass through to Hailey Ice. Mary Austin Crofts, every penny counts. Burke, she accepts the proposal. We cut the Fireworks endowment in half and still allocate $2,500. Dawson reiterates, in the budget the Chamber funding would read $77,500 and the Fireworks endowment would read $2,500. Mayor Haemmerle clarifies it is just suggestion. Thea, ok with the proposal. Dawson asks, from the $77,500, $10,000 of that would pass through to Hailey Ice? Mayor Haemmerle answers yes.

6:03:00 PM Dawson brings attention to change the motion and also the change in the budget amount listed on the Idaho Regional Travel & Convention Grant to $77,500 based on the council's motion.

6:04:40 PM -Thea motions to approve budget $2,500 to replenish the fireworks endowment fund and $77,500 for the Chamber, with $10,000 to be passed through to Hailey Ice, and authorize Mayor to sign grant match letter for the Chamber’s ITC grant, with the change noted by Dawson, with the letter specifying the approved budget amounts seconded by Burke. Motion passed unanimously.

2. Consideration of Resolution 2018-____, increasing Hailey Library non-resident fees ACTION ITEM

LeAnn Gelskey Hailey Library Director speaks, A couple of years ago, there wasn’t a formula in place that the board was referring to for the Non-resident fees, the current formula that is being used is the total budget divided by the legal service area. We’re looking at 9.52 % increase this year based off on the 2017 annual report.

6:06:49 PM Mayor Haemmerle opens for public comment.

No public comment.

6:06:55 PM Burke motions to approve Resolution 2018-81, increasing Hailey Library non-resident fees up to 9.52% seconded by Thea.

3. Consideration of Resolution 2018-____ setting water and wastewater connection, bond and user fees for FY 2019 ACTION ITEM

6:07:18 PM Yeager speaks, Wastewater and Water user fees remains the same as they are currently. The wastewater and water connection fees are increasing slightly because of the increase in the price in the infrastructure. Yeager, the connection fees in the water system increases from $4,362 to $4,432 with a 1.6% increase of $69. The wastewater system connection fees increases from $2,746 to $2,858 with a 4.1% increase of $112.58. These are the only increases. The user fees remain the same.

Mayor Haemmerle opens for public comment.

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No Public Comment.

Cooley motions to approve Resolution 2018- 82 for an increase in water and wastewater fees, motion seconded by Thea. Motion passed unanimously.

4. Consideration of Resolution 2018-____, authorizing city officials to certify Hailey's tax levy to the Blaine County Board of County Commissioners and to sign the L2 Form to collect 3% over last year's budget in property taxes, for a total tax levy of $___________ ACTION ITEM

6:09:16 PM Mayor Haemmerle opens for public comment. 

No public comments.

Thea motions to approve Resolution 2018- 83 seconded by Burke. Motion passed unanimously.

5. Consideration of 1st reading of annual appropriation Ordinance No.____, authorizing the expenditure of $13,633,526 for FY 2019 ACTION ITEM

6:10:09 PM Mayor Haemmerle opens for public comment.
No public comment.

Burke motions to adopt Ord. No. 1241, authorize the Mayor to read by title only, seconded by Thea. Motion passed unanimously.

Mayor Haemmerle conducts the 1st reading of Ordinance No. 1241 by title only.

PH 319 Public hearing regarding the 2nd Reading of Ordinance No. 1238, amendment to Title 17, Section 17.05.040 District Use Matrix, to create a new Overlay Zone, “Downtown Housing Overlay District”. This District will be a new Chapter 17.04R, which includes general application, bulk requirements, density and parking space requirements for apartments averaging 600 square feet in size Summary of Ordinance No. 1238, and 2nd Reading of Ordinance No. 1239, an amendment to the City of Hailey Zone District Map, “Downtown Residential Overlay”, which includes additions of lands on River Street as recommended by the Hailey City Council at the June 25, 2018 meeting, and ACTION ITEM

6:12:56 PM Mayor Haemmerle asks Council if anyone would like to reopen the ordinance for consideration. Cooley opens, more consideration, more discussion, more looking at the issue that said permeating in Old Hailey is bad. Cooley has come to agree with it. Cooley, a slight adjustment that I would propose would be down the alley line all the way the boundary line as suggested with no pop outs to the streets. Cooley explains, no going around Atkinsons and the former business, Marinela’s Hair design. At the South end, there are two blocks. There’s a law office, a duplex, Dr. Fairfax office. While they remain law offices now, they could revert back to the homes they were. Mayor Haemmerle asks Cooley, your proposal is to have the alley-way from the South end of Hailey to the North end be the boundary? Cooley answers, Yes, at one
point I thought splitting along the alleys was not the best idea but the street frontage is what everyone sees and live with. Simms interjects.


6:18:50 PM Horowitz explains the inclusions on the East side of Main St. of the proposed overlay. It includes everything that was zoned Business and two things that did not face residential. The school district parcel was included because the lot ran the other direction and faces the courthouse but the lot behind it faces residential so it wasn’t included. Nothing zoned Transitional was included by P&Z. The South end half block was included because it faces the school and was not residential.

6:22:04 PM Burke asks, what’s to keep the Transitional area by Atkinsons’s and the School district or Main St. store fronts from becoming a massive building like Limelight? What in this ordinance will prevent that from happening? Horowitz answers, the properties outside the yellow boundaries- properties in the purple areas are not included. In the Business district, this overlay doesn’t change any of the bulk requirements. We have robust set of Standards about historic buildings that give P&Z fairly big scrutiny if there were to be any change to any historic building or any addition that it would match the integrity.

Thea, she toured the area with Horowitz. Thea agrees with the existing boundaries and was ready to have the second reading as is. Thea suggests in the future we include for consideration two more half blocks, the Courthouse block and the other side of Atkinsons block because it is the Business district. It’s not facing residential and it is not included. Thea reminds Council, the change doesn’t have to be today. Thea likes the boundary. Thea learned a lot from riding her bike and doing site visits.

Haemmerle opened for public comment.

Bob Macleod, 417 E Myrtle, question. What was the other change in zoning going to be? Is it the alley all the way across? Cooley answers, yes, the alley line. Macleod then asks about the South end where the Blaine Manor property used to be? Horowitz answers, the Blaine Manor property itself was not included, the half block that is zoned Business was included because it faces the School yard. There is no alley behind the Blaine Manor property. It came with a PUD.

6:27:05 PM Peter Lobb, 403 Carbonate, wasn’t able to attend the last meeting. Lobb, generally against this overlay. One of the reasons we’re trying to do this overlay is to help with housing. Lobb has found that providing more housing doesn’t solve the housing problem. It’s a complicated problem just providing housing doesn’t do it. Particularly in this valley, where at the moment dirt prices aren’t high but they’re trying to build somethings that’s really high. Anyone building something new even if it’s small it’s very expensive. The problem is when you do that, it brings more people in, which brings more businesses in. It sounds great but it stresses the water and sewer, brings more traffic. No one will be riding their bicycles 6 or 7 months due to snow. Sometimes providing housing makes the problems worse. It sounds counterintuitive but...
it’s a reality. Why are we doing this? It isn’t to solve the housing problem. It’s for personal benefit. For the future of this City, it is a bad idea. We don’t have the resources. Lobb, I’d prefer you not do this.

Tony Evans, ID Mountain Express, asks about Ned Williamson’s request to be included in the overlay. Mayor Haemmerle describes 1st Ave on the map. All along 1st Ave. there is not a single pop out. Williamson’s property would be the only pop out.

Burke clarifies her concern with the pop out and the South end of 1st Ave. Burke asks why did we pop out those two blocks at the South end? We are going to be consistent with no pop outs on the entire length of the alley on 1st Ave. Mayor Haemmerle points out Williamson’s property faces residential property and the South end faces the school.

Bob Crosby speaks, has previously offered statistics on the housing shortage. It is extremely difficult to provide clean data as there isn’t a data source. Every week we get multiple requests for rental housing. This ordinance would lend to help solve housing problems.

6:36:45 PM Cooley, send it back to P&Z or stop it from moving forward. If for some reason the half block the dental office, attorney office, and the single-family home were to become one big apartment building, and it could, I’d be hesitant as you’re coming into Old Hailey towards Main St. or if you live at that end of town where you bring kids to school. It doesn’t work to have that pop out. Burke articulated it very well. No pop outs. Bring it down the alley all the way. Redevelop the parcel behind Marinela’s.

Teevin, agrees a clean line makes sense. The rationale behind it makes sense. The pop out behind Atkinsons makes sense. We keep changing these lines. Teevin is willing to put this off again until we get it right. Teevin, wants to get this right so it doesn’t have to be changed again.

Thea, ready to vote as is with the pop outs. It is really important that it doesn’t face residential.

Cooley motions to re-notice this area indicating to the people within the district that the lines of the Downtown Residential Overlay district will run down the alleyway between Main St and 1st Ave. seconded by Burke.

Burke motions to continue to Sept. 17th meeting, seconded by Cooley, motion passed unanimously.

6:46:15 PM -Burke motions to withdraw the request to staff to realign the bump-outs to include more space seconded by Cooley, motion passed unanimously.

PH 320 Consideration of Lot Line Adjustment by David and Jacqueline Hemnessy, represented by Benchmark Associates, wherein Lots 1-12, the 13’ portion of the vacated alley adjacent to Lots 1-12, and the 20’ portion of the vacated Carbonate Street adjacent to Lot 1, are reconfigured to create Lots 1A, 2A and 3A. The reconfiguration of the lots would form three lots, Lot 1A,

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comprising of 19,265 square feet, Lot 2A, comprising of 13,284 square feet and Lot 3A, comprising of 9,963 square feet. The project is located at 666 East Carbonate Street, Section 9, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Residential (LR-1) Zoning District ACTION ITEM

6:48:40 PM Horowitz speaks. Horowitz describes Hennessey’s property. Hennessey’s property faces Carbonate St. He owns 12 original townsite lots. The code says that original townsite lots that are re-platted come for hearing. Hennessey is creating 3 lots out of those 12 lots. P&Z commission has created conditions of approval. There is a requested that the driveway to lot 2A could be in the undeveloped portion of 7th Ave. P&Z has written conditions of approval that would allow that to happen that would stipulate if and when the City were ready to use 7th Ave as a street that changes to the driveways would be at the applicant’s expense. Also, any driveway serving lot 2A and all lots has to meet the Fire Dept. requirements. Horowitz received a right-of-way encroachment permit that will allow trees and fencing.

Mayor Haemmerle opens for public comment.
No public comment.

Thea makes a motion to approve the Lot Line Adjustment Application for David and Jacqueline Hennessey, represented by Benchmark Associates, located at 666 East Carbonate Street (Lots 1-4, Block 94, Original Townsite) and Lots 5-12, Block 94, Original Townsite, to consolidate twelve (12) existing lots and create three lots: Lots 1A, 2A and 3A, finding that the application meets all City Standards and conditions (a) through (k) are met. seconded by Burke. Motion passed unanimously.

PH 321 Consideration of proposed Ordinance No. _____, amending Title 8, Section 8.04.030 of Hailey Municipal Code adding uncontrolled growth of combustible vegetation as an enumerated nuisance ACTION ITEM

6:54:22 PM Mayor Haemmerle opens, request from people out near Quigley that the grass was growing fairly high looking combustible. Mayor Haemmerle looked at the Enumerated Nuisance Ordinance and there were problems with the language. Simms drafted an ordinance. The purpose of this ordinance and the language of the ordinance is to have people be fire wise with their properties. Simms, adds the language that was used is modified by the County ordinance that has been in place for a number of years for the exact same purpose, same ambition here with fire suppression efforts.

Mayor Haemmerle opens for public comment.

Bob McLeod, 417 E Myrtle, asks question about the wording “uncontrolled growth.” Is that because someone didn’t water or does it mean mowing?

Craig Aberbach, looked at the issues. One of the issues, example like the Della View area is heavily wooded area that people want the overgrowth down there. How are we going to regulate an area like that? How are we going to regulate a vacant lot with a lot of overgrowth versus an area that’s more combustible? There’s a lot of subjectivity that we would need to be able to

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August 13, 2018
clarify. Yeager, casting definition and what we’re looking at as far as combustible components. Mayor Haemmerle, in earlier discussion with Yeager, Yeager indicated perhaps there could be a definition of what constitutes an offence and then the County or Fire Chief has discretion to make the request to alleviate the nuisance. Yeager confirms.

Cooley, I understand the intent. Are we going to require every vacant lot to be mowed? We approved a lot line subdivision that has tall grasses and it’s a fire danger. Haemmerle answers, if no one mows them, it’s definitely a fire hazard.

Teevin, agrees. Near Hennessey’s property in Woodside is natural habitat. It’s overgrowth. I understand the need and yet I understand the need for wild habitat as well.

Burke, I’m guessing this was brought forward out of the concern along Buckhorn. It is tinder dry. It is a massive run of open space that lends itself to fires. Thea, it connects to public land. Burke, exactly. I think this is on the right track on addressing the issue but to me it’s the run of fire, lighting strike out Quigley canyon. Fire Brakes? How do we do it?

Haemmerle, I suggest we think it through some more on what this should look like. I see Mcleod’s concern.

Aberbach, part of the scenario that’s talked about is the fields that they harvest. We’ve got bales of hay that’s combustible. At what point do we say, they’re doing it for business as opposed to the lot across the street that is growing just as high? Residential area versus agriculture?

Thea, maybe tie it to the definitions of flammable. The Forest Service and BLM has definitions of what carries fuels on the ground. The intent probably comparing Della to Hennessey’s open fields that’s not being watered is because it’s much more flammable. If we start tying it to actual definitions that are used by public land managers for our intention because our intention is not to cut down vegetation down in Della. Della is not necessarily as flammable as a field. Thea went out Quigley. Being connected to a sage step 7:03:26 habitat that is very flammable. If a big fire comes sweeping through, then you have no brake, and it comes into a property that isn’t being irrigated so it’s potential for carrying fuels is tremendous. If we tie it to definitions out there and have some real definitions in the ordinance, it would help understand the intention is this, not this.

7:03:58 PM Haemmerle, if there was a fire out there, we would ask them to cut it down. Burke, the Eccles that they baled, it’s green. When we had Quigley it was always green. Cooley, curious if Blaine County has any ordinance on combustibles that join public lands. Thea, on the bike path there’s properties that have dead trees behind their homes. That’s part of our intention as well is that we don’t want to accumulate to much dry material. The intention is to define it properly.

7:06:42 PM Dawson, from the agricultural use perspective, even the irrigated wheat and barley fields are highly combustible. Farmers have to have fire insurance. Haemmerle, if we saw a fire coming down Quigley, we need some mechanism to tell people to cut the dry grass. Aberbach, another approach to consider is the fire wise program which teaches homeowners responsibility about how to clean their yards, not having trees growing over the homes, how far to have

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August 13, 2018
combustibles from their homes. This could be a start. Burke, it is the right time to look at this because we will have fire seasons like this repeatedly. Probably -Quigley- will not be under irrigation ever again. Haemmerle suggests to continue this indefinitely and have staff work on the issues discussed.

7:07:51 PM Cooley motions to move to a date uncertain to give staff to reexamine and bring it back seconded by Burke. Motion passed unanimously.

OLD BUSINESS:

OB 322 3rd Reading of Ordinance No. 1237, amending Chapter 13.02 and 13.04 of the Hailey Municipal Code, to establish methods of calculating water user fees and water connection fees for community irrigation systems ACTION ITEM

7:08:21 PM Burke moves to approve Ordinance No. 1237, authorize 3rd Reading by title only, authorize the Mayor to sign and approve the summary, seconded by Cooley. Motion passed unanimously.

Mayor Haemmerle conducts the 3rd Reading of Ordinance No. 1237, by title only.

OB 323 2nd Reading of Ordinance No. 1240, an ordinance authorizing a previously approved vacation of public right-of-way: the vacation of a remaining portion of alley approximately 20' wide by 26' long adjacent to the south of E Cedar St between Lots 1 & 13 of Hailey Block 137 ACTION ITEM

7:09:49 PM Mayor Haemmerle conducts the 2nd reading of Ordinance No. 1240 by title only.

STAFF REPORTS:

7:10:51 PM Fire Chief Aberbach, gives an update on the Sharps Fire.
7:11:46 PM Yeager, gives an update on the Pathways for People project.
7:13:56 PM Horowitz, The Hailey Arts Commission staying busy, 8 historic plats.
7:15:21 PM Thea, the grant for Della was awarded. Discussion ensues.

7:17:43 PM Burke motions to have a Sept 17 special meeting and vacate Aug. 27th, Seconded by Cooley. Ttevin mentions that there is a small chance that she will miss the 17th meeting.

EXECUTIVE SESSION: Real Property Acquisition (IC 74-206(1)(c)), Pending & Imminently Likely Litigation (IC 74-206(1)(f)), and/or Personnel (IC 74-206(1)(a/b))

Simms announced, no executive session is needed tonight.

7:19:25 PM Burke motions to adjourn meeting seconded by Cooley. Motion passed unanimously.

HAILEY CITY COUNCIL MINUTES
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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/18  DEPARTMENT: Clerk's Office  DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the special meeting of the Hailey City Council on August 21, 2018 and to suspend reading of them.

________________________________________________________________________

AUTHORITY: □ ID Code 74-205 □ IAR □ City Ordinance/Code

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

________________________________________________________________________

BACKGROUND:

Draft minutes prepared.

________________________________________________________________________

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # YTD Line Item Balance $

________________________________________________________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

□ City Attorney  □ P & Z Commission  □ Engineer

☒ City Clerk  □ Parks & Lands Board  □ Public Works

□ Mayor  □ 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:


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MINUTES OF THE SPECIAL MEETING OF THE
HAILEY CITY COUNCIL
HELD AUGUST 21, 2018
IN THE HAILEY TOWN CENTER MEETING ROOM

The Special Meeting of the Hailey City Council was called to order at 5:29 p.m. by Mayor Fritz Haemmerle. Present were Council members Colleen Teevin, Kaz Thea, Pat Cooley, and Martha Burke. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and Deputy Clerk Nancy Arellano.

5:29:27 PM Call to order by Mayor Haemmerle.

Open Session for Public Comments:

No public comments.

CONSENT AGENDA:

CA 326 Motion to approve Resolution 2018-84, authorizing a one-year extension to the Lease Agreement with Sawtooth Rangers for the Hailey Arena ACTION ITEM

CA 327 Motion to approve Resolution 2018-85, ratifying a contract for fog seal oil with Asphalt Systems, Inc (ASI) for oil, freight and spreading in the amount of $23,034 ACTION ITEM

CA 328 Motion to approve Resolution 2018-86, authorizing the mayor’s signature on Work Orders by Buffalo Electric for electrical work for portable back-up generator at Hailey’s 3rd Avenue Well Pump for $12,039 and at Northridge Well Pump for $16,521.10 ACTION ITEM

CA 329 Motion to approve Treasurer’s reports for the he month of July, 2018 ACTION ITEM

Burke moved to approve all consent agenda items including, seconded by Teevin, motion passed unanimously.

MAYOR’S REMARKS:

None.

NEW BUSINESS:

NB 330 Consideration or Resolution 2018-87, authorizing the execution of the Application for Federal Assistance dated July 13, 2018, and the standard DOT Title VI Assurances dated July 13, 2018, and adopting and ratifying the Representations and Assurances to accept and execute the Grant of Federal Funds for a project at the Friedman Memorial Airport (Airport Improvement Program-045); a grant of Federal funds for a project at the Friedman Memorial Airport, which Project Application has been approved by the FAA. Such project consists of Expansion of Apron (North Terminal Apron – Phase 3). ACTION ITEM ..........................................................................................................................

5:30:35 PM Chris Pomeroy explains the grants. The AIP-45 grant is for phase 3 of the terminal expansion project in the amount of $851,484.00. The AIP-46 grant is in the amount of $191,331.00 is for the plans and specifications of that equipment not the acquisition itself.

Simms speaks, he points out a typographical error on the resolution referring to Don Keirn, Airport Authority Chairman instead of Chris Pomeroy, Airport Manager.

HAILEY CITY COUNCIL MINUTES
August 21, 2018

--220--
Burke motions to approve Resolution 2018-087 for the AIP-45 grant for the airport and with the correction noted with Chris Pomeroy as a signer and not Don Keirn, seconded by Cooley. Motion passed unanimously.

NB 331 Consideration of Resolution 2018-88, authorizing the execution of the application for Federal Assistance dated July 13, 2018, and the standard DOT Title VI Assurances dated July 13, 2018, and adopting and ratifying the Representations and Assurances, and and to accept and execute the Grant of Federal Funds for a project at the Friedman Memorial Airport, (Airport Improvement Program-046); a grant of Federal funds for a project at the Friedman Memorial Airport, which Project Application has been approved by the FAA. Such project consists of Acquisition of Aircraft Rescue & Fire Fighting Vehicle, Snow Removal Equipment, and Aircraft Rescue & Fire Fighting Protective Clothing. ACTION ITEM .................................................................

5:33:33 PM Burke motions to approve Resolution 2018-88 for AIP-46 grant for the airport and with the correction noted with Chris Pomeroy as a signer and not Don Keirn, seconded by Cooley. Motion passed unanimously.

STAFF REPORTS:
SR 332 Draft Agendas for September 10 and September 17, 2018 City Council Meetings.................................

No staff reports.

No executive session tonight.

5:34:23 PM Cooley motions to adjourn meeting seconded by Burke. Motion passed unanimously.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 08/27/2018    DEPARTMENT: Finance & Records    DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of August 2018.

________________________________________________________________________

AUTHORITY: ☐ ID Code 50-1017    ☐ IAR _________    ☐ City Ordinance/Code ______

________________________________________________________________________

BACKGROUND:

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

________________________________________________________________________

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____________    YTD Line Item Balance $ ________________

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

________________________________________________________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

________________________________________________________________________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

________________________________________________________________________

FOLLOW UP NOTES:

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| 757 ALPINE TREE SERVICE INC. |
|-----------------------------|-----------------------------|
| 35510 | CUTTERS COTTONY MAPLE SCALE TREAT | Invoice | 08/07/2018 | 08/27/2018 | 200.00 | 200.00 | 100-50-41707 | 818 |

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8/13/18 1 Refund Remaining Dep. 740 Red Ash Dr #D3 Invoice 08/13/2018 08/27/2018 136.95 136.95 200-00-20314 818

Total 2034 WATSON, MALLORY: 136.95 136.95

4004 WAXIE SANITARY SUPPLY
776151 1 77615123 CLEANING SUPPLIES - SHOP Invoice 07/27/2018 08/27/2018 39.31 39.31 100-40-41413 818
776288 1 77628844 CLEANING SUPPLIES - CITY HALL Invoice 08/02/2018 08/27/2018 22.30 22.30 100-42-41413 818
776288 2 77628844 CLEANING SUPPLIES - CITY HALL Invoice 08/02/2018 08/27/2018 22.30 22.30 200-42-41413 818
776288 3 77628844 CLEANING SUPPLIES - CITY HALL Invoice 08/02/2018 08/27/2018 22.31 22.31 210-42-41413 818
776354 1 77635400 PARK SUPPLIES Invoice 08/03/2018 08/27/2018 68.11 68.11 100-50-41403 818
776366 1 77636647 CLEANING SUPPLIES - SHOP Invoice 08/07/2018 08/27/2018 28.88 28.88 100-40-41413 818
776581 1 77658142 WELCOME CENTER SUPPLIES Invoice 08/15/2018 08/27/2018 101.96 101.96 100-50-41615 818
F63G6- 1 F63G6-00 cleaning supplies Invoice 08/16/2018 08/27/2018 89.52 89.52 100-55-41211 818

Total 4004 WAXIE SANITARY SUPPLY: 395.59 395.59

811 WOOD RIVER FIRE & RESCUE
2322 1 2018 Fire Academy + Hoff credit Invoice 08/10/2018 08/27/2018 617.38 617.38 100-55-41723 818
## Unpaid Invoice Report - MARY'S APPROVAL

**Posting period:** 09/18  
**Page:** 20  
**Aug 27, 2018 03:54PM**

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- **7/19/18**  
  1. IBBA Rev Bond 2012D Water Refunding  
     - **Invoice**  
     - **Due Date:** 08/27/2018  
     - **Invoice Amount:** 122,950.00  
     - **Net Invoice Amount:** 122,950.00  
     - **GL Account Number:** 200-80-41613  
     - **Job Number:** 818  

- **7/19/18**  
  2. IBBA Rev Bond 2012D WW Refunding  
     - **Invoice**  
     - **Due Date:** 08/27/2018  
     - **Invoice Amount:** 252,301.99  
     - **Net Invoice Amount:** 252,301.99  
     - **GL Account Number:** 210-70-41613  
     - **Job Number:** 818  

- **7/19/18**  
  1. Biosolids Bond Series 2014C  
     - **Invoice**  
     - **Due Date:** 08/27/2018  
     - **Invoice Amount:** 181,004.24  
     - **Net Invoice Amount:** 181,004.24  
     - **GL Account Number:** 210-70-41613  
     - **Job Number:** 818  

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- **Invoice Amount:** 556,256.23  
- **Net Invoice Amount:** 556,256.23

**Total:**  
- **Invoice Amount:** 658,846.38  
- **Net Invoice Amount:** 658,846.38

**Grand Totals:**  
- **Invoice Amount:** 658,846.38  
- **Net Invoice Amount:** 658,846.38

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390 METROQUIP, INC.

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1239 SIMMS, CHRISTOPHER P.

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1771 SUN VALLEY LANDSCAPING INC.

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Total 1771 SUN VALLEY LANDSCAPING INC.: 207.31 207.31

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7/20/2018 1 Per Diem for 7-30 to 8-1-18 Travel to Logan, UT Invoice 07/20/2018 08/30/2018 66.25 66.25 100-40-11724 818

Total 7504 WEST, KINGSTON: 66.25 66.25

Total: 8,474.87 8,474.87

Grand Totals: 8,474.87 8,474.87

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Return to Agenda
AGENDA ITEM SUMMARY

DATE 09/10/2018  DEPARTMENT: Finance & Records  DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of August 2018 that are set to be paid by contract for September 2018.

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item # ________________  YTD Line Item Balance $ ________________

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

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## City of Hailey

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**Posting period: 09/18**

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Summary by General Ledger Account Number

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018  DEPARTMENT:  Admin  DEPT. HEAD SIGNATURE:  ___HD__

SUBJECT:
Appointments: Hailey Parks and Lands Board

AUTHORITY:  □ ID Code ________  □ IAR ________  □ City Ordinance/Code ________
(IFAPPLICABLE)
Hailey City Resolution 2005-05

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Under Resolution 2005-05, which establishes the board’s by-laws, up to seven members can sit on the Hailey Parks and Lands Board (not more than 7, not less than 5 members). Dean Hernandez resigned in May.

A letter of Interest for an appointment to the Hailey Parks and Lands Board has been received from Bob Wiederrick, who has shown himself to be a creative champion of Hailey City parks. Mayor Haemmerle has nominated the appointment of Wiederrick. Appointments are made by the mayor and confirmed by the Hailey City Council. Attached is the appointment Resolution the council would adopt in making these appointments.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # __________________________________________ YTD Line Item Balance $________________________
Estimated Hours Spent to Date: ____________________________ Estimated Completion Date: ____________
Staff Contact: ____________________________ Phone # ____________
Comments: ________________________________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:  (IFAPPLICABLE)

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<td>Engineer</td>
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<tr>
<td>Streets</td>
<td>Parks</td>
<td>Public Works</td>
<td>Mayor</td>
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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2018-______ authorizing the appointment of Bob Wiederrick to Hailey Parks and Lands Board for 3-year terms expiring Dec. 31, 2020, replacing the previous appointment of Dean Hernandez.

ACTION OF THE CITY COUNCIL:

Date ____________________________
City Clerk ____________________________

FOLLOW-UP
*Ord./Res./Agrmt./Order Originals: Record Copies (all info.):
*Additional/Exceptional Originals to: ____________________________
Instrument # ____________________________
Copies (AIS only)
HAILEY RESOLUTION 2018-___

A RESOLUTION OF THE HAILEY CITY COUNCIL
TO SET APPOINTMENTS AND TERMS OF OFFICE FOR
THE HAILEY PARKS & LANDS BOARD

WHEREAS, the City Council of the City of Hailey, Idaho deems it in the best interest of the City to have an active and productive Parks & Lands Board and to receive the committee’s recommendations.

WHEREAS, the Mayor and City Council of the City of Hailey has adopted Hailey Resolution 2016-058 to adopt bylaws governing the Parks & Lands Board authorities.

WHEREAS, the Hailey City Council accepts the Hailey Parks & Lands Board’s recommendation to reappoint two members to the Parks & Lands Board.

NOW, THEREFORE, BE IT RESOLVED BY THE HAILEY CITY COUNCIL:

The City of Hailey appoints a seven-member Hailey Parks & Lands Board and the mayor appoints and the city council confirms the following members for the following terms:

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<td>3 Year Term</td>
<td>Henno Heuter</td>
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<td>3 Year Term</td>
<td>Nancy Linscott</td>
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<td>3 Year Term</td>
<td>Lamar Water</td>
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<td>Darin Sales</td>
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<td>3 Year Term</td>
<td>Matt Spencer</td>
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THIS RESOLUTION IS ADOPTED this 10th day of September, 2018.

ATTEST: Fritz Haemmerle, Mayor
City of Hailey

Mary Cone, City Clerk
Heather Dawson

Subject: FW: Parks and Lands Board vacancy

To the mayor and city council of Hailey Idaho,

I Robert (Bob) Wiederrick desire to serve as a board member on the Hailey parks and lands board.

I have been an active member of the Kiwanis Club of Hailey for many years. It was I who first suggested to the club that we improve our local parks after noticing that equipment had been removed from Deerfield park. Since that time the Kiwanis club has improved several parks in Hailey starting with Deerfield park in 2014 then Foxmoor park in 2015, then Heagle park in 2016. We are now working to improve Balmoral park and have raised funds to purchase a new 24ft by 30ft picnic pavilion for that park.

If I were selected as a parks and lands board member I would have greater understanding of the needs of our parks and would work to see that those needs get filled.

Sincerely,

Robert (Bob) Wiederrick

PO Box 792

Hailey, ID 83333

208-720-2438
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018 DEPARTMENT: Admin DEPT. HEAD SIGNATURE: __HD__

SUBJECT:
Appointments: Mountain Rides Transportation Authority

AUTHORITY: □ ID Code __________ □ IAR __________ □ City Ordinance/Code __________
(If Applicable) Joint Powers Agreement

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Joint Powers Agreement between other area jurisdictions and the City of Hailey allows one appointment from Hailey to the joint board. Becky Keefer’s seat was filled by Jim Finch last fall, with one year remaining in the term. Finch wishes to be appointed at this time for a new three-year term.

Appointments are made by the mayor and confirmed by the Hailey City Council. Attached is the appointment Resolution the council would adopt in making these appointments.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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<th>Budget Line Item #</th>
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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:

Motion to approve Resolution 2018-____, authorizing the appointment of Jim Finch to the Mountain Rides Transportation Authority Board for a term expiring October 2021.

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 # ________________
HAILEY RESOLUTION NO. 2018-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HAILEY, IDAHO, ESTABLISHING THE APPOINTMENT AND TERM OF
HAILEY’S REPRESENTATIVE ON THE MOUNTAIN RIDES
TRANSPORTATION AUTHORITY BOARD

WHEREAS, a vacancy for the City of Hailey’s representative on the Mountain Rides Transportation Authority Board was created with 1 year remaining in the term;

WHEREAS, the City of Hailey appointed Jim Finch as the Hailey representative to the Mountain Rides Transportation Authority Board until the expiration date of the original term, which is October, 2018; and

WHEREAS, Jim Finch has agreed to accept another three-year appointment on the Mountain Rides Transportation Authority Board and represent Hailey’s interests as well as those of MRTA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hailey that Jim Finch be appointed as the Hailey representative to the Mountain Rides Transportation Authority Board for a term beginning October 2018 to October 2021.

THIS RESOLUTION is adopted by the Mayor and Hailey City Council and is in full force and effect on the 10th day of September, 2018.

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 9/10/2018    DEPARTMENT: Public Works    DEPT. HEAD SIGNATURE: BY

SUBJECT: Consideration of the Pathways for People - Myrtle St. Connector Preliminary Design

ITEM:

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

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In April 2018, the City entered into an agreement with Galena Engineering to provide design services for the Myrtle St. Connector, a shared-use path from the Wood River Trails to Main St. along the north side of Myrtle St. The Myrtle St. connector is funded via a Transportation Alternative Program grant (federal funds administered by LHTAC) and the Pathways for People levy.

The preliminary design for the project is now complete, and Galena Engineering's presentation will describe the stakeholder and public coordination, the resulting proposed preliminary design, the project schedule, and financial considerations.

The preliminary design plan set and Galena Engineering's design memo are attached for reference.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

□ City Attorney □ Finance □ Licensing □ Administrator

□ Library □ Community Development □ P&Z Commission □ Building

□ Police □ Fire Department □ Engineer □ W/WWW

□ Streets □ Parks □ X Public Works □ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve the preliminary design as presented by Galena Engineering

ACTION OF THE CITY COUNCIL:

Date _____________________________

City Clerk ____________________________

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record    *Additional/Exceptional Originals to: ____________________________
August 30, 2018

Hailey City Council
c/o City of Hailey Public Works Department
115 S. Main Street
Hailey, Idaho 83333

RE: Myrtle Street Path Connector – Preliminary Design Presentation to City Council

Dear Council and Staff:

Galena Engineering, Inc. is pleased to present this memorandum summarizing the results of project stakeholder and public coordination, project design efforts, project schedule status, construction cost estimating, and identification of anticipated impacts due to construction, at this Preliminary Design submittal project milestone.

PROJECT STAKEHOLDER AND PUBLIC COORDINATION

A public workshop/"kickoff meeting" was conducted in coordination with Brian Yeager (Hailey Public Works Director) at Hailey City Hall, on the evening of April 24, 2018. Attendees included property owners along Myrtle Street, and Hailey citizens who regularly use Myrtle Street as pedestrians; seven attendees in total. At this workshop, large-format conceptual drawings depicting a separated path drawn over an aerial image of the project area were available for review. Generally, the attendees voiced support for the project, and identified the following topics of interest:

- A need to slow path users coming down the hill between Fifth and Fourth Street
- Steepness of the hill between Fifth and Fourth Street
- Reduce separation of path between Fifth and Fourth to reduce wall height
- Increase awareness of both path users and vehicle drivers at street and alley crossings
- Snow removal or storage, versus grooming, versus no winter maintenance
- Support of separation of path from the roadway
- Not much preference or perceived need for parking along Myrtle Street
- Landscaping options with no irrigation of area between roadway and path
- Impacts to existing trees (mostly on adjacent private property; limb trimming)
- Connection to existing asphalt path to Wood River Middle School
- Maintaining or realigning the existing sidewalk on the block between the first alley and Main Street ("Subway/gas station/mini-mart lot parcel"); Preference to continue 10'-wide path along this block
- Preference for perpendicular curb ramps on Main Street
- No preference for including the City's 4'-wide shoulder at edge of pavement, before the roadside ditch grading

Following this meeting, and in conjunction with our existing utilities research and base mapping efforts, consideration was given to installing the path on the south side of Myrtle Street, instead of the north side of Myrtle Street as presented in previous project proposals, including the Public Workshop. This path realignment consideration aimed largely at minimizing anticipated impacts to existing utilities between Fourth and Fifth Streets and avoidance of impacts to existing private property owners' landscaping encroachments and parking activities on the north side of Myrtle Street, between Fourth Street and the
alley east of Main Street. After Brian Yeager led another public workshop regarding this consideration of installing the path on the south side, and also presented this proposal to other Hailey officials, the path alignment was kept on the north side of Myrtle Street, as originally proposed, and preliminary design commenced.

PRELIMINARY DESIGN
Galena Engineering, Inc. and subconsultants have prepared preliminary construction plans, specifications, estimates, and reports for the proposed path connecting the Blaine County Recreation District’s (BCRD) Wood River Trail, between the intersections of Myrtle Street with Fifth Street and Buttercup Road, to Main Street (SH-75). Preliminary construction plans include construction plans, profiles and details, traffic control plans, erosion and sediment control plans, and anticipation of completion of a NPDES Low-Erosivity Waiver at the time of construction.

Preliminary design project components include asphalt base preparation, asphalt placement, existing driveway and alley approaches grading, roadway improvements, pavement markings, existing utilities relocations, and stormwater drainage facilities installations. A geotechnical study and Soils Report were completed by Materials Testing and Inspection -- Boise. This report provides pertinent information associated with the anticipated retaining wall design, and was forwarded to the structural engineering subconsultant, JUB, Inc., responsible for the retaining wall design.

As a result of the feedback from the public workshops and construction cost considerations, design alternatives were developed targeting minimizing impacts to the existing private property owners’ landscaping encroachments and parking activities, the anticipated retaining wall heights, and impacts to the existing utilities. As a result of reviewing these design alternatives, City officials directed the design change from a separated path, to a street-side attached path, with a 5-feet wide, painted pavement and rumble-stripe warning separation. To minimize retaining wall heights and address anticipated stormwater/snowmelt runoff impact on the steep grade, curb and gutter, with the path immediately behind the curb and gutter, is proposed between Fourth and Fifth Streets. Pavement markings include crosswalk and stop-bar markings at public streets, travel way striping, and path markings according to City official direction.

To minimize impacts on the existing “Subway Lot” sidewalk, and to promote continuation of the path connector to the Main Street sidewalk and pedestrian crosswalk, the path design alignment was continued from the “Subway Lot” alley to the Main Street pedestrian crosswalk. This path alignment includes removing the existing, angled-parking on the side of the “Subway Lot,” and replacing this parking with parallel parking offset by the new path from the existing sidewalk. This alignment results in a net loss of three parking spaces in the Myrtle Street right-of-way.

Re-design of the existing Main Street pedestrian ramp and landing with the terminus of the new path and the existing sidewalk, to provide an ADA-compliant pedestrian landing, ramp and crossing area at the terminus of the new path. Improvements at this Main Street pedestrian crossing include installation of a new solar-powered, LED-enhanced pedestrian crossing warning system, installation of an ADA-compliant pedestrian ramp on the west side of Main Street, and re-striping of this Main Street crosswalk.
Materials and construction standards and specifications are per the current edition of the Idaho Standards for Public Works Construction (ISPWC), and these standards, and pertinent specifications, are referenced on the Preliminary Design Construction Drawings.

Utilities relocations include a 12-inch water main, a natural gas service line, and two fiber-optic communication lines between Fourth Street and Fifth Street. The cost of the water main relocation is included in this project construction cost estimate. The gas service line and fiber-optic communication lines relocations will be completed at the expense of those utilities owners, but coordinated with this project work.

Preliminary encroachment permit coordination has been completed with ITD and the BCRD. The Wood River Trail is maintained by the BCRD on ITD “old railroad” right-of-way. The BCRD indicated they only need notice of when construction will be in the area of the existing Wood River Trail, and appropriate trail traffic control (i.e. warning signing) at the time of construction. ITD indicated they will need to issue an encroachment permit for the path installation in the ITD “old railroad” right-of-way. An ITD encroachment permit will also be needed for the work in the Main Street (SH-75) right-of-way. These ITD encroachment permit applications will be submitted upon completion of Final Design.

PROJECT SCHEDULE
The project remains on the proposed schedule, with the following target dates:

- October 1, 2018: Final Design Submittal
- November 1, 2018: BID PS&E Submittal and Permitting
- February 1-15, 2019: Bid Advertisement
- February 15-March 15, 2019: Bid Period and Award Contract
- March 31, 2019: Construction Drawings and Specifications
- April-May, 2019: Construction Contract Agreement
- May 1, 2019: Construction Notice to Proceed
- September 1, 2019: Construction Substantial Completion
- October 1, 2019: Project Closeout.

CONSTRUCTION COST ESTIMATE
The project construction cost estimate (construction cost only), based on the current Preliminary Design, is approximately $593,200. This is approximately $161,000 over the approximate $432,200 construction cost estimate provided in the original TAP grant agreement. The proposed City of Hailey’s match percentage for this project is identified as 23.40% in this TAP grant agreement.

ANTICIPATED IMPACTS DUE TO CONSTRUCTION
Anticipated impacts due to construction include:

- Disruption of water service, for approximately 8 hours, to several residences on Myrtle Street during water main relocation
- Disruption to localized natural gas, telephone, television, and internet services during utilities relocations
- Disruption to existing private property accesses and parking activities during construction activities
Disruption to the existing pedestrian crosswalk and crossing warning system at Main Street during construction activities in that area
- Disruption to "Subway Lot" Myrtle Street entrance during construction activities in that area
- Adjacent construction activities to the existing sidewalk at the "Subway Lot" during construction activities in that area
- General construction noise, vibrations, and construction equipment sights during construction activities
- Narrowed travel lanes, and possible one-lane closures for limited times, along Myrtle Street
- Mitigated erosion and air quality impacts resulting from construction activities

Please contact me with any questions or comments regarding this Preliminary Design summary memorandum.

Sincerely,
JEFF LOOMIS, PE
Galena Engineering, Inc.

Related documents submitted under separate cover:
- Preliminary Design Construction Drawings
- Preliminary Design Draft Contract Documents
- Preliminary Design Construction Cost Estimate
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018  DEPARTMENT: Community Development Dept.  DEPT. HEAD SIGNATURE: LH

SUBJECT:
Final Plat approval for a mixed-use condominium plat, Galena Building, previously known as Galena Condominiums. This is a request by Peter Heekin, represented by Sean Flynn of Galena Engineering, for approval of a 7-unit mixed-use condominium project, located in a new mixed-use building, known as Myrtle Mixed Use. The project is located at 516 North Main Street.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Planning and Zoning Recommendation and Summary:
The Planning and Zoning Commission recommended approval on a mixed-use condominium plat, called Galena Building, previously known as Galena Condominiums. This is a request by Peter Heekin, represented by Galena Engineering, for approval of a 7-unit mixed-use condominium project, located in a new mixed-use building, known as Myrtle Mixed Use. The project is located at 516 North Main Street (Lots 11, 12 & N. 25' of Lot 13, Block 64, Hailey Townsite).

The total land area of the project is 10,190 square feet. The building equals 9,229 square feet. As the application submitted is for a condominium project, the ground under and around the units would be owned and maintained by the condominium association. The project contains two commercial units, two short-term occupancy commercial units and three residential units. The Planning and Zoning Commission voted unanimously to recommend approval of the application for Preliminary Plat of a 7-unit mixed-use condominium project to the Hailey City Council.

The Hailey City Council reviewed and unanimously approved the application for Preliminary Plat on July 23, 2018. The Hailey City Council will review and approve, deny or continue the application for Final Plat at the September 10, 2018 public hearing.

Procedural History:
Planning and Zoning Public Hearing: June 18, 2018 – Preliminary Plat
City Council Public Hearing: July 23, 2018 – Preliminary Plat
City Council Public Hearing: September 10, 2018 – Final Plat

Attachments:
City Council Staff Report: September 10, 2018 – Final Plat
Galena Building Final Plat Map
City Council Findings of Fact: July 23, 2018 – Preliminary Plat

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:</th>
<th>Caselle #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Line Item #</td>
<td>YTD Line Item Balance $</td>
</tr>
<tr>
<td>Estimated Hours Spent to Date:</td>
<td>Estimated Completion Date:</td>
</tr>
<tr>
<td>Staff Contact:</td>
<td>Phone #</td>
</tr>
</tbody>
</table>

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<table>
<thead>
<tr>
<th>Clerk / Finance Director</th>
<th>Engineer</th>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Attorney</td>
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<tr>
<td>Library</td>
<td>Planning</td>
<td>Fire Dept.</td>
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<tr>
<td>Safety Committee</td>
<td>P &amp; Z Commission</td>
<td>Police</td>
</tr>
<tr>
<td>Streets</td>
<td>Public Works, Parks</td>
<td>Mayor</td>
</tr>
</tbody>
</table>
RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Conduct a public hearing and approve the Final Plat of Galena Building.

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

ACTION OF THE CITY COUNCIL:
Date ______________________________
City Clerk __________________________

"I move to approve the Final Plat Application submitted by Peter Heekin, represented by Sean Flynn of Galena Engineering, for approval of a 7-unit mixed-use residential condominium project, Galena Building, located at 516 North Main Street, finding that the application meets all City Standards."

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: *Additional/Exceptional Originals to: ______________________
Copies (all info.): Copies
Instrument # ______________________
STAFF REPORT

TO: Hailey City Council
FROM: Lisa Horowitz, Community Development Director
RE: Final Plat – Galena Building (previously Galena Condominiums)
HEARING: September 10, 2018

Applicant: Peter Heekin
Location: Lots 11, 12 and N. 25’ of Lot 13, Block 64, Hailey Townsite (516 North Main Street)
Zoning: Business (B) and Townsite Overlay (TO)

Notice
Notice for the public hearing was published in the Idaho Mountain Express on August 22, 2018 and mailed to property owners within 300 feet on August 21, 2018.

Application
Peter Heekin, represented by Sean Flynn of Galena Engineering, has submitted an application for Final Plat approval of a 7-unit mixed-use condominium project, Galena Building, previously known as Galena Condominiums. The project is located in a new mixed-use building, known as Myrtle Mixed Use, 516 North Main Street (Lots 11, 12 & N. 25’ of Lot 13, Block 64, Hailey Townsite). The total land area of the project is 10,190 square feet. The building size is 9,229 square feet. As the application submitted is for a condominium project, the ground under and around the units would be owned and maintained by the condominium association. The project contains two (2) commercial units, two (2) short-term occupancy (commercial) units and three (3) residential units.

Section 16.03.040 of Hailey’s Municipal Code allows for applications for platting condominium units in existing or approved structures to be reviewed through the short plat procedure. In this procedure, the Hearing Examiner or Commission reviews the Preliminary Plat only. Upon approval, the Applicant submits a Final Plat for City Council approval.

Procedural History and Background
The Planning and Zoning Commission reviewed and unanimously recommended approval of Application for Preliminary Plat of a 7-unit mixed-use condominium project, located at 516 North Main Street, on June 18, 2018. Findings of Fact, Conclusions of Law and Decision are attached to this report.

The City Council reviewed and unanimously approved the Application for Preliminary Plat on July 23, 2018. No change to the Conditions of Approval were made to the Preliminary Plat. Findings of Fact, Conclusions of Law and Decision are attached to this report.
CHAPTER 16.07 - CONDOMINIUMS

The purpose of this section is to set forth special provisions for property created or converted pursuant to the Condominium Property Act, Idaho Code §§55-1501 et seq., as amended.

16.07.020 Plat Procedure. The Developer of a condominium project shall submit with the Preliminary Plat Application, as required by this Title, a copy of the proposed by-laws and condominium declarations of the proposed condominium development. The documents shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, common area, recreational facilities, and Green Space. The Developer may submit a final plat application following inspection and approval by the Building Inspector of the footings and setbacks of the condominium building. Prior to final plat approval, the Developer shall submit to the City a copy of the final by-laws and condominium declarations to be recorded with the County Recorder, including the instruments number(s) under which each document was recorded.

Condominium Declaration and C.C. & R's have been submitted and address payment of utilities through assessments and the maintenance of the common areas. The City has not and will not in the future determine the enforceability or validity of the Declaration of Covenants, Conditions, and Restrictions or other private agreements.

16.07.030 Garages. All garages shall be designated on the Preliminary and Final Plts and on all deeds as part of the particular condominium units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific condominium units on the condominium plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the condominium project.

Not applicable, as no attached or detached garages are proposed; however, onsite parking spaces are noted as Limited Common Areas.

16.07.040 Storage/Parking Areas. Condominium projects shall provide parking spaces according to the requirements of chapter 17.09 of this code.

The following parking was approved in the Design Review Application process for this project:

17.09.040.01: Residential. Multiple-family dwellings and dwelling units with a mixed-use building shall provide a minimum of 1.5 spaces per unit.

- Three (3) residential units exist. 1.5 spaces per unit = 4.5 spaces total. This requirement has been met.

17.09.040.02: Commercial, Professional, Service, Recreation and Entertainment: All commercial, professional, service, recreation and entertainment uses shall provide improved parking in the amount of one parking space for every one thousand (1,000) square feet of gross building area. The site plan shows a total of 4,909 square feet of commercial space and 611 square feet of short term occupancy (commercial). This totals 4,520 square feet of non-residential space. 1 space for every 1,000 square feet is required.
Five (5) spaces are required to meet this standard. Nine (9) parking spaces are required overall. Seven (7) on-site spaces are shown on the site plan. In addition to the seven (7) on-site parking spaces, nine (9) new on-street parking spaces were improved, which was credited toward the parking requirements noted above. This project meets the number of parking spaces required.

16.07.050  **Construction Standards.** All condominium project construction shall be in accordance with the IBC, IRC and IFC.
The building is being constructed in accordance with the current IBC, IRC and IFC Requirements.

16.07.060  **General Applicability.** All other provisions of this Title and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by Condominium developments.
Upon meeting the proposed Conditions of Approval, the proposed application does not appear to conflict with other provisions.

16.070.070  **Conversion.** The conversion by subdivision of existing units into Condominiums shall not be subject to section 16.04.110 of this chapter.
Not applicable.

**Action**
The Commission is required by the Hailey Municipal Code, to make a recommendation to the Hailey City Council. The Planning and Zoning Commission recommended approval of this Preliminary Plat request at their June 18, 2018 meeting. The Hailey City Council reviewed and approved the Preliminary Plat request at their July 23, 2018 meeting. Findings of Fact, Conclusions of Law and Decision from the Commission and Council are attached to this report.

Hailey City Council will review and approve, deny or continue the Application for Final Plat at their September 10, 2018 public hearing.

**Summary and Suggested Conditions**
The Council shall review the proposed plat and continue the public hearing, approve, conditionally approve, or deny the final plat.

The following conditions are suggested to be placed on any approval of this application:

a) The Final Plat shall include a note stating that the subdivision is subject to the recorded CC&R’s, along with the instrument numbers thereof.

b) The Association shall be responsible for payment of utilities. Billing and utility payment information shall be addressed in the Condominium Declarations.

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

d) All provisions of the Hailey Municipal Code, including but not limited to use regulations.
and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey’s Municipal Code at the time of the new use.

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

f) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.

**Motion Language**

**Approval:**
Motion to approve the Final Plat Application submitted by Peter Heekin, represented by Sean Flynn of Galena Engineering, for approval of a 7-unit mixed-use residential condominium project, Galena Building, located at 516 North Main Street, finding that the application meets all City Standards and all conditions are met.

**Denial:**
Motion to deny the Final Plat Application submitted by Peter Heekin, represented by Galena Engineering, for approval of a 7-unit mixed-use residential condominium project, Galena Building, located at 516 North Main Street, finding that _________________ [the Council should cite which standards are not met and provided the reason why each identified standard is not met].

**Continuation:**
Motion to continue the public hearing to _________________ [the Council should specify a date].
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On July 23, 2018, the Hailey City Council considered a Preliminary Plat Application submitted by Peter Heekin, represented by Galena Engineering, for approval of a 7-unit mixed-use condominium project, located at 516 North Main Street (Lots 11, 12, & N. 25' of Lot 13, Block 64, Hailey Townsite) in the Business (B) and Townsite Overlay (TO) Zoning Districts.

FINDINGS OF FACT

Notice
Notice for the public hearing was published in the Idaho Mountain Express on July 4, 2018 and mailed to property owners within 300 feet on July 2, 2018.

Application
Peter Heekin, represented by Galena Engineering, has submitted an application for Preliminary Plat approval of a 7-unit mixed-use condominium project, located in a new mixed-use building, known as Myrtle Mixed Use. The project is located at 516 North Main Street (Lots 11, 12 & N. 25' of Lot 13, Block 64, Hailey Townsite). The total land area of the project is 10,190 square feet. As the application submitted is for a condominium project, the ground under and around the units would be owned and maintained by the condominium association. The project contains two commercial units, two short-term occupancy, and three residential units.

Section 16.03.040 of the Subdivision Ordinance allows for applications for platting condominium units in existing or approved structures to be reviewed through the short plat procedure. In this procedure, the Hearing Examiner or Commission reviews the Preliminary Plat only. Upon approval, the Applicant submits a Final Plat for City Council approval.

Planning and Zoning Commission Recommendation
The Planning and Zoning Commission reviewed and unanimously recommended approval of application for Preliminary Plat of a 7-unit mixed-use condominium project, located at 516 North Main Street, on June 18, 2018.

Hailey City Council Recommendation
The Hailey City Council reviewed and unanimously approved the application for Preliminary Plat of a 7-unit mixed-use condominium project, located at 516 North Main Street, on July 23, 2018.

Standards of Evaluation:
Bulk Requirements:
A Design Review hearing was held on May 8, 2017 and approval for this building was given approval on May 16, 2018. All Bulk Requirements for the Business (B) and Townsite Overlay (TO) Zoning Districts have been met.

CHAPTER 16.07 - CONDOMINIUMS
The purpose of this section is to set forth special provisions for property created or converted pursuant to the Condominium Property Act, Idaho Code §§55-1501 et seq., as amended.
16.07.020 **Plat Procedure.** The Developer of a condominium project shall submit with the Preliminary Plat Application, as required by this Title, a copy of the proposed by-laws and condominium declarations of the proposed condominium development. The documents shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, common area, recreational facilities, and Green Space. The Developer may submit a final plat application following inspection and approval by the Building Inspector of the footings and setbacks of the condominium building. Prior to final plat approval, the Developer shall submit to the City a copy of the final by-laws and condominium declarations to be recorded with the County Recorder, including the instruments number(s) under which each document was recorded.

Condominium Declaration and C.C. & R’s have been submitted and address payment of utilities through assessments and the maintenance of the common areas. The City has not and will not in the future determine the enforceability or validity of the Declaration of Covenants, Conditions, and Restrictions or other private agreements.

16.07.030 **Garages.** All garages shall be designated on the Preliminary and Final Plats and on all deeds as part of the particular condominium units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific condominium units on the condominium plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the condominium project.

Not applicable, as no attached or detached garages are proposed; however, onsite parking spaces are noted as Limited Common Areas.

16.07.040 **Storage/Parking Areas.** Condominium projects shall provide parking spaces according to the requirements of chapter 17.09 of this code.

The following parking was approved in the Design Review Application process for this project:

17.09.040.01: **Residential.** Multiple-family dwellings and dwelling units with a mixed-use building shall provide a minimum of 1.5 spaces per unit.

- Three (3) residential units exist. 1.5 spaces per unit = 4.5 spaces total. This requirement has been met.

17.09.040.02: **Commercial, Professional, Service, Recreation and Entertainment.** All commercial, professional, service, recreation and entertainment uses shall provide improved parking in the amount of one parking space for every one thousand (1,000) square feet of gross building area. The site plan shows a total of 4,909 square feet of commercial space and 611 square feet of short term occupancy (commercial). This totals 5,520 square feet of non-residential space. 1 space for every 1,000 square feet is required.

Five (5) spaces are required to meet this standard. Nine (9) parking spaces are required overall. Seven (7) on-site spaces are shown on the site plan. In addition to the seven (7) on-site parking spaces, nine (9) new on-street parking spaces.
were improved, which was credited toward the parking requirements noted above. This project meets the number of parking spaces required.

16.07.050 **Construction Standards.** All condominium project construction shall be in accordance with the IBC, IRC and IFC.
The building is being constructed in accordance with the current IBC, IRC and IFC Requirements.

16.07.060 **General Applicability.** All other provisions of this Title and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by Condominium developments.
Upon meeting the proposed Conditions of Approval, the proposed application does not appear to conflict with other provisions.

16.070.070 **Conversion.** The conversion by subdivision of existing units into Condominiums shall not be subject to section 16.04.110 of this chapter.
Not applicable.

**Conclusions of Law**

Based upon the above Findings of Fact, the Hailey City Council approved the Preliminary Plat Application submitted by Peter Heekin, represented by Galena Engineering, for approval of a 7-unit mixed-use residential condominium project, Galena Condominiums, located at 516 North Main Street, and made makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Title 16, Subdivision Regulations, was for the public hearing.
2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set for in the Hailey Municipal Code.
3. The Application for Preliminary Plat is approved by the Hailey Planning & Zoning Commission with the following conditions:

   a) The Final Plat shall include a note stating that the subdivision is subject to the recorded CC&R’s, along with the instrument numbers thereof.
   b) The Association shall be responsible for payment of utilities. Billing and utility payment information shall be addressed in the Condominium Declarations.
   c) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Hailey Municipal Code 16.03.030(l) and 16.05.090(B) of the Subdivision Ordinance, prior to recordation of the Final Plat.
   d) All provisions of the Hailey Municipal Code, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey’s Municipal Code at the time of the new use.
   e) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a Phasing
Agreement.

f) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.

PASSED BY THE HAILEY CITY COUNCIL and approved by the Mayor this 13th day of August 2018.

[Signature]
Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

[Signature]
Mary Cone, City Clerk
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/18  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT: Consideration of Resolution 2018——, authorizing an Annexation Review Agreement between 2-IT Ranch, LLC and the City of Hailey regarding annexation review of 12.91 acres along Highway 75 near the entrance to Northridge Subdivision in the Hailey Area of City Impact (11785 Highway 75) stipulating that 2-IT Ranch, LLC fund consulting and staff services necessary to analyze the annexation proposal in the amount of $10,000.

AUTHORITY: □ ID Code _____________ □ IAR _____________ □ City Ordinance/Code Title 14
(IFAPPLICABLE)

BACKGROUND:
The 2-IT Ranch Golf Course Annexation, Planned Unit Development and Preliminary Plat were received by the Community Development Department on August 13, 2018. Pursuant to Chapter 14.01 of the Hailey Municipal Code, the Developer and Hailey must enter into an agreement in which the Developer will pay for city staff time on an hourly basis, to review and comment on the application, to assist in the preparation of and/or prepare any studies required for an annexation, and to assist in the preparation of and/or prepare any necessary documents, agreements, ordinances, surveys, reports and findings. The attached agreement outlines the process, and a deposit of $10,000 to cover staff and consultant costs.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item # __________________________
Estimated Hours Spent to Date: __________________________
Staff Contact: Lisa Horowitz
Phone # 788-9815 #13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

X City Attorney
X City Administrator
X Engineer
X Building

Library
X planning

Safety Committee
X P & Z Commission

Police

Streets
Public Works, Parks

Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve Resolution 2018——, authorizing an Annexation Review Agreement between 2-IT Ranch, LLC and the City of Hailey regarding annexation review of 12.92 acre on Highway 75 near the entrance to the Northridge subdivision in the Hailey Area of City Impact stipulating that 2-IT Ranch, LLC fund consulting and staff services necessary to analyze the annexation proposal in the amount of $10,000.

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

ACTION OF THE CITY COUNCIL:
Date ______________________
City Clerk ______________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: _____________
Copies (all info.): _____________
*Additional/Exceptional Originals to: _____________
Copies
Instrument #: ______________________
Parcel Information Map

June 4, 2018

Vicinity Map For
2-IT Ranch
Located Within Sec. 4, T.2N., R.18E., B.M., Blaine County, Idaho

Made by: Blaine County GIS
CITY OF HAILEY
RESOLUTION NO. 2018-__

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN ANNEXATION REVIEW AGREEMENT WITH 2-IT RANCH, LLC
REGARDING ANNEXATION REVIEW OF 12.91 ACRES IN THE HAILEY AREA OF
CITY IMPACT TO REVIEW THE ANNEXATION PROPOSAL AND TO MAKE A
DEPOSIT OF $10,000 TO COVER STAFF AND CONSULTANTS COSTS

WHEREAS, the City of Hailey desires to enter into an Annexation Review Agreement
with 2-IT RANCH, LLC to review its annexation proposal to the City of Hailey located at
11785 State Highway 75 (SWNW TL 7137, Sec. 4, T2N, R18E).

WHEREAS, the City of Hailey and 2-IT RANCH, LLC, have agreed to the terms and
conditions of the Annexation Review 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 Annexation Review
Agreement between the City of Hailey and 2-IT RANCH, LLC and that the Mayor is authorized
to execute the attached agreement,

Passed this 10th day of September, 2018.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
ANNEXATION REVIEW AGREEMENT

THIS ANNEXATION REVIEW AGREEMENT (this “Agreement”) is made and entered into this _____ day of September, 2018, by and 2-IT Ranch, an Idaho LLC (“Developer”), and the City of Hailey, a political subdivision of the state of Idaho (“Hailey”).

RECITALS

A. The Developer has permission from “Owner” of certain real property consisting of 12.91 acres along Highway 75 near the entrance to Northridge Subdivision (11785 Highway 75) located in Blaine County, State of Idaho (“Real Property”), for which the Developer has submitted a request for annexation to Hailey for a planned unit development and subdivision consisting of ten residential lots, 9-hole par 3 golf course and clubhouse, under the name of 2-IT Ranch Golf Course Annexation (“Project”). At the time filing the request for annexation, the Developer submitted a non-refundable application fee in the amount of $4,412.62 (“Application Fee”), which includes annexation, planned unit development and subdivision fees plus notice, publication and mailing costs.

B. Pursuant to Chapter 14.01. of the Hailey Municipal Code, the Developer and Hailey must enter into an agreement in which the Developer will pay for city staff time on an hourly basis, to review and comment on the application, to assist in the preparation of and/or prepare any fiscal impact or related study required for an annexation, and to assist in the preparation of and/or prepare any necessary documents, agreements, ordinances, surveys, reports and findings (“Staff Services”).

C. In order for Hailey to properly consider whether to annex the Real Property and approve the Project, and the terms and conditions thereof, Hailey may deem it advisable and Developer agrees, for Hailey to retain independent professional consultants, services and studies to assist and advise Hailey in long-range planning of land uses, infrastructure, services, finances, as well as the impacts, costs and mitigation of the proposed annexation and Project (“Consulting Services”).

D. The Developer is willing to fund such Consulting Services and Staff Services with the understanding that by accepting such financial assistance, Hailey is not contracting with or representing to the Developer that Hailey will ultimately decide to annex the Real Property or approve the Project.

E. Subject to the terms and conditions of this Agreement, the parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Developer and Hailey hereby agree as follows:

-1-
1. **Annexation Review Costs and Fees.**

   A. Hailey shall process and review the application for annexation of the Real Property and may employ third party consultants to assist in the review of the Developer’s request for annexation of the Real Property. The Developer shall pay for reasonably incurred Staff Services on an hourly basis in accordance with the following rates:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
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<tbody>
<tr>
<td>City Administrator, City Engineer, Emergency Chiefs and Floodplain</td>
<td>$85 per</td>
</tr>
<tr>
<td>Administrator</td>
<td>hour</td>
</tr>
<tr>
<td>Community Development Director, Division Managers and Assistant Chiefs</td>
<td>$65 per</td>
</tr>
<tr>
<td></td>
<td>hour</td>
</tr>
<tr>
<td>Specialists and Police Officers</td>
<td>$50 per</td>
</tr>
<tr>
<td></td>
<td>hour</td>
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<tr>
<td>Equipment Operators and Crew (Equipment to be billed at hourly rates)</td>
<td>$40 per</td>
</tr>
<tr>
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<td>hour</td>
</tr>
<tr>
<td>Admin assistance and Customer Service, temporary employees (POC</td>
<td>$30 per</td>
</tr>
<tr>
<td>Firefighters)</td>
<td>hour</td>
</tr>
<tr>
<td>Legal and Outside Consultants and Engineering</td>
<td>Direct bill</td>
</tr>
</tbody>
</table>

   The Developer shall pay for Consulting Services in accordance with the payment schedule agreed upon by the City and any third party consultant.

   B. Upon the execution of this Agreement, the Developer shall deposit Ten Thousand and no/100 Dollars ($10,000.00) into a separate Hailey interest bearing account (the “Account”). The Application Fee shall first be the source and then the Account shall be the source of the funds to pay and/or reimburse Hailey for Staff Services and Consulting Services and reimburse the City the costs as set forth in this Agreement. If the funds in the Account are ever less than Seven thousand five hundred and no/100 Dollars ($7,500.00), upon fifteen days written notice by Hailey to Developer, the Developer shall pay Hailey such additional funds to maintain the Account at Ten Thousand and no/100 Dollars ($10,000.00) which shall be placed into the Account and used by Hailey as set forth in this Agreement.

   C. If after Hailey’s final decision whether to annex the Property or approve the Project, if there is money left in the Account, the principal amount plus any accrued interest shall be returned to the Developer, and if the costs of the services exceed the amount in the account, the Developer shall pay such additional sum to Hailey within fifteen (15) days of Hailey’s written request to the Developer.

   D. The Consulting Services and Staff Services include, without limitation, the following:

   (i) engineering with regard to water and sewer systems and traffic, impacts and improvements by the city engineer and other engineering consultants;

   (ii) wildlife analysis;
(iii) legal services by the city attorney and other legal consultants which shall include, without limitation, the drafting of all ordinances, amendments to existing ordinances, agreements, as well as attending meetings, research and other services and time spent with regard to the requested annexation and the Project;

(iv) long range planning, fiscal and needs analyses of city services, infrastructure and departments and analysis of demands, impacts, costs and mitigation thereof, including any fiscal impacts identified pursuant to Section 14.01.090(B) of the Hailey Municipal Code;

(v) review by all applicable Hailey staff personnel with regard to the impacts of the Project on city services; and

E. Hailey shall provide the Developer copies of all invoices for the costs of all Consulting Services and invoices for Staff Services with a general itemization of the service performed and the time spent on the service paid from the account.

F. A scope of work for the Consulting Services shall be provided to Developer before submission to any third party consultant. Developer only has the right to comment on the scope of work. Once a third party consultant has been selected, Hailey shall provide to the Developer an estimate of costs for the third party consultant.

2. Direct Out-of-Pocket Costs. All costs of publication, copying, travel expenses, lodging and other direct out-of-pocket costs reasonably incurred by Hailey with regard to the requested annexation shall be paid for by Hailey from the Account.

3. Costs of Specific Applications. The amount paid by the Developer to Hailey under this Agreement shall be in addition to any sums required by the ordinances of Hailey to file, review and process any specific land use application, including without limitation, design review applications or permits for the Project or any portion thereof.


A. Attorney’s Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys’ fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

B. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:
Hailey:  
City of Hailey  
115 Main Street South  
Hailey, ID 83333  
with a copy to:  
Christopher Simms, Attorney  
101 Bullion Street #3f  
Hailey, ID 83333

Developer:  
2-IT Ranch, LLC  
P.O. Box 892  
Hailey, ID 83333  
with a copy to:  

C. **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

E. **Number and Gender.** The term “Developer” is herein without regard to the number or gender of the persons constituting such party. Whenever any gender or neuter term is used herein, such term shall be construed to include the masculine, feminine and neuter and shall include any party whether male, female or partnership or other entity as may be appropriate. Whenever a singular term is used herein it shall include the plural, and whenever a plural term is used herein it shall include the singular.

F. **Titles and Captions.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

G. **Agreement Binding.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

H. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

I. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.

J. **Recitals Incorporated.** The recitals set forth in this Agreement are hereby incorporated herein by reference.

K. **Facsimile.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.
L. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

M. Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Hailey or its discretion in review of subsequent applications regarding development of the Real 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, Hailey's Subdivision Ordinance, and Planned Unit Development requirements for the Real Property.

IN WITNESS WHEREOF, the Developer and Hailey have executed this Annexation Review Agreement on the day and year first written above.

CITY OF HAILEY

By________________________________________
Fritz Haemmerle, Mayor

ATTEST:

By________________________________________
Mary Cone, City Clerk

"DEVELOPER"
2-IT RANCH, LLC

By________________________________________
Sara Hjort
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/10/2018 DEPARTMENT: Finance DEPT. HEAD SIGNATURE: MHC

SUBJECT: Motion to waive state laws placing restrictions on the sale of liquor within 300 feet of a school or church to property at 516 North Main Street, new Tundra restaurant.

AUTHORITY: ✓ ID Code §§ 23-901 and §§23-913 ✓ City Ordinance/Code __Title 5.04.090
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho State Police is requesting that Tundra obtain approval from the City of Hailey prior to them moving forward with their license approval process. After the state approves a liquor license, the applicant then goes to the county and subsequently the city for licensing. All 3 licenses are required prior to alcohol sales.

This is a new Restaurant located on the Southeast corner of Main and Myrtle Streets.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle

Budget Line Item # ____________________________ YTD Line Item Balance ____________________________
Estimated Hours Spent to Date: ____________________________ Estimated Completion Date: ____________________________
Staff Contact: ____________________________ Phone # 788-4221-
Comments: ____________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to waive state laws placing restrictions on the sale of liquor within 300 feet of a school or church to property at 516 North Main Street, new Tundra restaurant.

ACTION OF THE CITY COUNCIL:
Date ____________________________

City Clerk ____________________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record Copies (all info.): ____________________________
Instrument # ____________________________ *Additional/Exceptional Originals to: ____________________________
Copies (AIS only) ____________________________ Draft 12-30-03
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/02/17 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE: LH

SUBJECT: Reconsideration of a previously approved vacation of Public Right-of-Way — Remaining Alley South of Cedar Street between Fourth Street and the Bike Path

AUTHORITY: □ ID Code □ IAR □ City Ordinance Title 16

(IF APPLICABLE)

Background
The Council unanimously approved this vacation on October 2, 2017, and adopted Findings of Fact. Staff inadvertently omitted an Ordinance finalizing the vacation. This agenda item is a clean-up of a previously approved alley vacation.

The applicant had requested the vacation of a remaining portion of alley approximately 20’ wide by 26’ long adjacent to the south of E Cedar St between Lots 1 & 13 of Hailey Block 137.

The parcel located east of 804 and 812 S 4th Avenue (Hailey 150x70 of Lots 1-6 Block 137) consists of 150 lineal feet of 26’ wide alley which was previously vacated.

The Hailey Airport Inn, LLC owns the adjacent properties to the east, south, and west and therefore, have a total interest in the property.

The Commission unanimously recommended approval of this project at their July 17, 2017 meeting. The Council unanimously approved this project on October 2, 2017.

ATTACHMENTS
1) Findings of Fact, Conclusions of Law and Decision from the October 2, 2017 City Council meeting

2) Ordinance ___, an Ordinance vacating Public Right-of-Way — Remaining Alley South of Cedar Street between Fourth Street and the Bike Path

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 Ordinance ___, an ordinance vacating of public right of way — 20’ x 26’ Alley South of E Cedar Street between Lots 1 & 13 of Hailey Block 137, conduct a first reading and read by title only.

ADMINISTRATIVE COMMENTS/APPROVAL:

--309--
ACTION OF THE CITY COUNCIL:
Date 7/23
Adopted Ord. No. 1240: second reading by
City Clerk 8/13 - 2nd Reading

FOLLOW-UP:
*Ord./Res./Agrnt./Order Originals:  *Additional/Exceptional Originals to:  
Copies (all info.):  Copies
Instrument #  

--310--
RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO:

(space above the line for Recorder’s use)

VACATION DEED

THIS DEED, made by the City of Hailey, Idaho (Grantor), to Hailey Airport Inn, LLC, (Grantee), whose current address is 804 S. Fourth Avenue, more particularly described as follows (Lots 1-6, 13, 14, 15-18, Block 137, Hailey Townsite), Idaho 83333,

WHEREAS, the Council finds that certain lands, identified as that 20’ x 26’ portion of alley south of East Cedar Street between Lots 1 & 13 of Hailey, Block 13, Original Hailey Townsite as shown on the official plat of the City of Hailey on file in the office of the Blaine County Recorder, that were dedicated for the purpose of public streets, right of ways or alleys, are deemed unsuitable or insufficient for their intended purpose; and

WHEREAS, vacation of said public-right-of-way is deemed expedient for the public good;

and WHEREAS, pursuant to Hailey Ordinance No.1240 (recorded as Instrument Number _______________) the City of Hailey vacated the above described properties; and

WHEREAS, Hailey Airport Inn, LLC, being the sole adjoining property owner to said lands, the City Council deems it in the best interest of said adjoining property owner for said lands to revert to its ownership.

NOW THEREFORE, pursuant to Hailey Ordinance No. 1240, Grantor quitclaims, transfers, and conveys to Grantee the following described real property in Blaine County, Idaho:

"A 20’ x 26’ portion of alley south of East Cedar Street, between Lots 1 & 13 of Hailey, Block 13, Original Hailey Townsite as shown on the official plat of the City of Hailey on file in the office of the Blaine County Recorder"

But reserving to the City any such easements and franchise rights of any lot owner or public utility that would be impaired thereby.

VACATION DEED - 1
IN WITNESS WHEREOF, the Grantor has executed this deed this ____ day of September, 2018.

Fritz X. Haemmerle, Mayor

STATE OF IDAHO )
 ) ss.
County of Blaine )

On this ____ day of September, 2018, before me, a Notary Public in and for said State, personally appeared Fritz X. Haemmerle, known or identified to me to be the Mayor of the City of Hailey, Idaho, a municipal corporation, who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

______________________________
Notary Public for Idaho
Residing at: ____________________
My commission expires: ___________
CONSENT TO VACATION OF A PORTION OF ALLEY EAST OF CEDAR STREET

____________________, owns property located at 804 S. Fourth Avenue, more particularly described as follows ((Lots 1-6, 13, 14, 15-18, Block 137, Hailey Townsite) and hereby consents to the vacation of certain lands, identified as that 20’x 26’ portion of alley south of East Cedar Street between Lots 1 & 13 of Hailey, Block 13, Original Hailey Townsite as shown on the official plat of the City of Hailey on file in the office of the Blaine County Recorder which adjoins the above described property.

____________________, Owner

State of Idaho   )
                ) ss.
County of Blaine )

On this ___ day of _______, 2018, before me, __________________, a Notary Public in and for the State of Idaho, personally appeared ________________ known or identified to me, to be the person or entity that executed the within instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.
In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

____________________
Notary Public for Idaho
Residing at ________________
My commission expires ________
HAILEY ORDINANCE NO. 1240

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, VACATING A 20 X 26-FOOT PORTION OF ALLEY SOUTH OF EAST CEDAR STREET BETWEEN LOTS 1 AND 3, BLOCK 137, HAILEY TOWNSITE; PROVIDING FOR EXECUTION OF A QUITCLAIM DEED BY THE MAYOR CONVEYING TITLE TO SAID VACATED PROPERTY TO THE OWNER OF PROPERTY ADJACENT TO THE VACATED RIGHT-OF-WAY; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has determined, and hereby finds, that the 20’ x 26’ portion of alley South of East Cedar Street between Lots 1 & 13 of Hailey Block 137, is no longer needed for public use, and are of no significant use or value to the City and that the vacation of same is expedient for the public good; and

WHEREAS, the Hailey City Council believes it is appropriate to vacate the 20’ x 26’ portion of alley South of East Cedar Street between Lots 1 & 13 of Hailey Block.

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

Section 1. The City of Hailey hereby vacates the 20’ x 26’ portion of alley South of East Cedar Street between Lots 1 & 13 of Hailey Block 137, Original Hailey Townsite as shown of the official plat of the City of Hailey on file in the office of the Blaine County Recorder, more particularly described in attached Exhibit “A.”

Section 2. The Mayor of the City of Hailey is hereby authorized to execute and deliver a Quitclaim Deed, on behalf of the City of Hailey, transferring title to the property vacated as deemed in the best interest of the adjacent property owner pursuant to Idaho Code § 50-311.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication according to law.


Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk
FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION

On July 17, 2017, the City of Hailey Planning & Zoning Commission considered an application by Hailey Airport Inn, LLC for the vacation of a remaining portion of alley approximately 20’ long by 26’ wide located on the south side of E Cedar Street between Lots 1 & 13 of Hailey Block 137. The Commission, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Recommendations.

FINDINGS OF FACT

Notice
Notice for the public hearing on July 17, 2017 was published in the Idaho Mountain Express on June 28, 2017 and on July 5, 2017; the notice was mailed by certified mail to property owners within 300 feet on June 28, 2017.

Application
The applicant has requested the vacation of a remaining portion of alley approximately 20’ long by 26’ wide adjacent to the south of E Cedar St between Lots 1 & 13 of Hailey Block 137.

The parcel located east of 804 and 812 S 4th Avenue (Hailey 150x70 of Lots 1-6 Block 137) consists of 150 lineal feet of 26’ wide alley which was previously vacated.

The Hailey Airport Inn, LLC owns the adjacent properties to the east, south, and west and therefore, have a total interest in the property.

Standards of Evaluation
Right-of-way vacations are regulated by Title 16 Section 9 of Hailey Code.

16.09.010 Compliance Required:

Applications for vacation of a public right-of-way, alley or easement (other than utility easements) shall comply with Idaho Code §§50-311 and §§50-1317 through 50-1325, as amended, and the provisions of this Ordinance. Applications for vacation of utility easements shall comply with Idaho Code §50-1306A, as amended. (Ord. 1191, 2015)

Only sections 50-1311 and 50-1321 apply to vacation of public right-of-way. Idaho Code Section 50-311 states "Cities are empowered to...vacate" any street "whenever deemed expedient for the public good..." This section further provides that "whenever any street, avenue, or lane shall be vacated, the same shall revert to the owner of the adjacent real estate, one-half on each side thereof, or as the city council deems in the best interests of the adjoining properties, but the right of way easements and franchise rights of any lot owner or public utility shall not be impaired thereby."

The vacation of the 20’ x 26’ alley section south of Cedar St between Lots 1 and 13 of Hailey Block 137 is requested by Hailey Airport Inn, LLC. This portion of alley does not provide through access and is not being utilized for snow storage.

16.09.020 Application; Considerations:

Applications for vacation of streets, alleys or easements shall be submitted to the hearing examiner, except that the administrator and chair of the commission, jointly, shall have discretion and authority to refer a vacation application to the commission. The hearing examiner or commission shall make a recommendation, concerning the application for
vacation, to the council. The hearing examiner or commission shall consider the following items in making their recommendation:

09.020 A. The application and testimony of the applicant and such other information as may come before it with regard to the proposed vacation or dedication.
No testimony has been received at the time of writing this report.

09.020 B. The interests of the adjacent property owners and public utilities.
Notice was sent to adjacent property owners within 300' and all affected agencies.

09.020 C. Conformance of the proposal with the Comprehensive Plan.
Goal 9.1: Plan for the long-term utilities, service and facility needs of the City while minimizing impacts to the greatest extent possible.
The vacation of the remaining alley and recording of a public utility easement will continue to provide a location for long-term utilities if necessary for service of adjacent properties.
Goal 10.1: Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents.
Goal 10.1 of the comprehensive plan is broad and not specific to this project. Because this 20'x26' of alley is not currently being used for public service, no snow storage or public traffic circulation utilize the requested vacation area, this project is in conformance with this goal.

09.020 D. The future development of the neighborhood.
The current use and general configuration of the right-of-way would not change given 150' of the alley was previously vacated, so no through public path of travel is possible. This vacation is not anticipated to affect the future development of the neighborhood.

09.020 E. That the public right-of-way, alley, or easement no longer serves a public purpose.
The current use and general configuration of the right-of-way would not change given 150' of the alley was previously vacated, so no through public path of travel is possible. Public utilities do exist within the requested vacation area; however, vacation would not inhibit the purpose of these utilities with an easement. No snow storage by the city takes place in the requested vacation area.

09.020 F. In lieu of vacation, the hearing examiner or commission may recommend to the council a revocable landscape license. (Ord. 1191, 2015)
The applicant has proposed a private paved access in the location of the requested vacation.

CONCLUSIONS OF LAW AND RECOMMENDATION

Based upon the above Findings of Fact, the Commission makes the following Conclusions of Law and Recommendation:

a) Adequate notice, pursuant to Idaho Code Section 50.1306A, was given for the public hearing.
b) The remaining portion of alley approximately 20' long by 26' wide adjacent to the south of E Cedar St between Lots 1 & 13 of Hailey Block 137, meets the criteria for vacation of alley right-of-way set forth in Section 9 of Hailey's Subdivision Ordinance and in Idaho Code Sections 50-311 and 50-1317 through 50-1325 (as amended),
c) The application for vacation of the remaining portion of alley approximately 20' long by 26' wide adjacent to the south of E Cedar St between Lots 1 & 13 of Hailey Block 137, is
recommended for approval.

d) A 20' long and 26' wide public utility easement covering the entirety of the requested vacation area shall be approved concurrently with the vacation of the remaining portion of alley approximately 20' long by 26' wide adjacent to the south of E Cedar St between Lots 1 & 13 of Hailey Block 137.

Signed this 1st day of August, 2017.

Janet Fugate, Chair

Attest:

Robyn Davis, Community Development Assistant
Return to Agenda
HAILEY ORDINANCE NO. 1241

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, APPROPRIATING THE SUM OF $13,633,526 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 $13,633,526 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, 2018 and ending September 30, 2019.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose, are as follows:

<table>
<thead>
<tr>
<th>GENERAL FUND EXPENDITURES</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative</td>
<td>$323,321</td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td>355,511</td>
<td></td>
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<tr>
<td>Community Development Dept.</td>
<td>424,437</td>
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</tr>
<tr>
<td>Fire Dept.</td>
<td>634,742</td>
<td></td>
</tr>
<tr>
<td>Police Dept.</td>
<td>1,562,004</td>
<td></td>
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<tr>
<td>Library</td>
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<td></td>
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<tr>
<td>Public Works and Engineering</td>
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<td>Street Dept.</td>
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<td>Parks &amp; Recreation Dept.</td>
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<tr>
<td>Grant Expenses</td>
<td>60,000</td>
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<tr>
<td>G.O. Bond</td>
<td>399,400</td>
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<tr>
<td>Capital Improvement Fund</td>
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<tr>
<td>Total Expenditures</td>
<td>8,311,417</td>
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</table>

<table>
<thead>
<tr>
<th>WATER &amp; SEWER EXPENDITURES</th>
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<tbody>
<tr>
<td>Water Fund Expenditures</td>
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<td>Water Bond Expenditures</td>
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<td>Sewer Fund Expenditures</td>
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<td>Sewer Bond Expenditures</td>
<td>565,875</td>
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<tr>
<td>Water Replacement Expenditures</td>
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<tr>
<td>Sewer Replacement Expenditures</td>
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<tr>
<td>Total Expenditures</td>
<td>5,322,109</td>
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</tr>
</tbody>
</table>

TOTAL EXPENDITURES ALL FUNDS $13,633,526
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, 2018 and ending September 30, 2019.

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 13th DAY OF AUGUST, 2018.

Fritz Haemmerle, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

**NOTICE OF PUBLIC HEARING**

**PROPOSED FISCAL YEAR 2019 BUDGET**

And to consider potential

**LIBRARY OUT-OF-CITY MEMBERSHIP INCREASES**

**WATER and WASTE WATER USER and CONNECTION FEE INCREASES**

**CITY OF HAILEY, IDAHO**

A public hearing, pursuant to Idaho Code 50-1002, will be held for consideration of the proposed budget for the fiscal year October 1st, 2018 to September 30th, 2019. Potential fee increases in excess of 5% for Library membership, Water and Waste Water User and Connection Fees will also be considered. The hearing will be held at Hailey Town Center Meeting Room, 115 South Main Street, Hailey, Idaho, at 5:30 p.m. on Monday, August 13, 2018. All interested persons are invited to appear and show cause, if any, why such budget should or should not be adopted. Copies of the proposed City budget in detail are available at Hailey City Hall during regular office hours (9 AM to 5 PM weekdays). Written or oral comments about the proposed budget are invited. City Hall is accessible to persons with disabilities. The proposed FYE 2019 budget is shown below as FYE 2019 Proposed Expenditures and Revenues.

### GENERAL FUND OPERATING REVENUE

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<tr>
<th>Account Title</th>
<th>FYE 2017</th>
<th>FYE 2018</th>
<th>FYE 2019</th>
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<tbody>
<tr>
<td>General Government Taxes</td>
<td>$2,432,539</td>
<td>$2,464,742</td>
<td>$2,583,121</td>
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<tr>
<td>Fines, Fees, and Permits</td>
<td>$532,219</td>
<td>$532,695</td>
<td>$583,292</td>
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<tr>
<td>Franchise Fees</td>
<td>$280,570</td>
<td>$289,313</td>
<td>$294,313</td>
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<tr>
<td>LOT, Interest, Donations, and Misc.</td>
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<td>$700,300</td>
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<td>State Sales, Highway, &amp; Liquor Taxes</td>
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<td>Revenue from Leases and Contracts</td>
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<td><strong>SUBTOTAL Operating Revenue</strong></td>
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<td>$5,513,745</td>
<td>$5,776,353</td>
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### GENERAL FUND OPERATING EXPENSES

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<th>FYE 2019</th>
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<td><strong>SUBTOTAL Operating Expenses</strong></td>
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### GRANT PROGRAM FUND

**GRANT REVENUE**

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**GRANT EXPENSES**

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### GENERAL OBLIGATION BOND

**G.O. Bond Proceeds for Rodeo Park**

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<th>Proceeds</th>
<th>$423,891</th>
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**G.O. Bond Payment Rodeo Park**

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<tr>
<th>Payment</th>
<th>$399,400</th>
<th>$399,400</th>
<th>$399,400</th>
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### CAPITAL PROJECTS and BOND FUNDS

**DIFF, Grants (Levy, OEM Flood, PW4P grant FY18)**

<table>
<thead>
<tr>
<th>Grants</th>
<th>$454,000</th>
<th>$1,569,580</th>
<th>$1,087,726</th>
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</thead>
</table>

**Capital Projects**

<table>
<thead>
<tr>
<th>Projects</th>
<th>$977,311</th>
<th>$493,306</th>
</tr>
</thead>
</table>

**Capital Projects Pathways for People Levy**

<table>
<thead>
<tr>
<th>Pathways</th>
<th>$65,166</th>
<th>$690,195</th>
<th>$933,800</th>
</tr>
</thead>
</table>

**Capital Projects - Development Impact Fees**

<table>
<thead>
<tr>
<th>Impact Fees</th>
<th>$164,371</th>
<th>$160,000</th>
<th>$200,000</th>
</tr>
</thead>
</table>

**Capital Improvement Plan Fund Balance**

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>$320,558</th>
<th>$0</th>
<th>$448,558</th>
</tr>
</thead>
</table>

**SUBTOTAL General Capital Expenses**

<table>
<thead>
<tr>
<th>Expenses</th>
<th>$550,095</th>
<th>$1,827,506</th>
<th>$2,075,664</th>
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</thead>
</table>

### GENERAL & CAPITAL FUND EXPENSE BUDGET

<table>
<thead>
<tr>
<th>General &amp; Capital Expenses</th>
<th>$6,313,397</th>
<th>$7,898,184</th>
<th>$8,311,417</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Title</td>
<td>FYE 2017 Actual</td>
<td>FYE 2018 Budget</td>
<td>FYE 2019 Proposed</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td><strong>WATER USER FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water User Revenues</td>
<td>$1,629,046</td>
<td>$2,022,344</td>
<td>$2,224,215</td>
</tr>
<tr>
<td>Water Bond (DEQ SRF Loan) Revenue</td>
<td>$151,300</td>
<td>$149,500</td>
<td>$154,000</td>
</tr>
<tr>
<td>Water Bond Expenses</td>
<td>$152,897</td>
<td>$149,500</td>
<td>$154,000</td>
</tr>
<tr>
<td>Water User Expenses</td>
<td>$1,060,381</td>
<td>$2,022,344</td>
<td>$2,224,215</td>
</tr>
<tr>
<td><strong>WASTEWATER USER FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wastewater User Revenues</td>
<td>$1,127,473</td>
<td>$1,951,747</td>
<td>$1,896,754</td>
</tr>
<tr>
<td>Wastewater Bond Revenues</td>
<td>$600,071</td>
<td>$566,875</td>
<td>$565,875</td>
</tr>
<tr>
<td>Wastewater Bond Expenses</td>
<td>$567,791</td>
<td>$566,875</td>
<td>$565,875</td>
</tr>
<tr>
<td>Wastewater User Expenses</td>
<td>$1,159,753</td>
<td>$1,951,747</td>
<td>$1,889,560</td>
</tr>
<tr>
<td><strong>WATER REPLACEMENT FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Replacement Revenue</td>
<td>$222,273</td>
<td>$58,460</td>
<td>$94,620</td>
</tr>
<tr>
<td>Water Replacement Expenses</td>
<td>$22,749</td>
<td>$58,460</td>
<td>$58,460</td>
</tr>
<tr>
<td><strong>WASTEWATER REPLACEMENT FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wastewater Replacement Revenues &amp; Transfers</td>
<td>$124,824</td>
<td>$430,000</td>
<td>$430,000</td>
</tr>
<tr>
<td>Wastewater Replacement Expenses</td>
<td>$0</td>
<td>$430,000</td>
<td>$430,000</td>
</tr>
<tr>
<td><strong>TOTAL CITY BUDGET - ALL FUNDS</strong></td>
<td>$9,276,769</td>
<td>$13,077,110</td>
<td>$13,633,526</td>
</tr>
</tbody>
</table>

Dated this 24th day of July, 2018 by Becky Stokes, Hailey City Treasurer
Publication dates of said notice are August 1 & 8, 2018, in the Idaho Mountain Express.
Return to Agenda
August 1, 2018

The Honorable Fritz Haemmerle
Mayor, City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

Friedman Memorial Airport
Hailey, Idaho
AIP: 3-16-0016-042-2016
Contract No. DOT-FA16NM-2023
DUNS No. 155993603
Letter Amendment (Amendment No. 1)

Dear Mayor Haemmerle:

This is in response to the letter from Airport Manager Chris Pomeroy to the Federal Aviation Administration (FAA) dated July 24, 2018, requesting an amendment to the Grant Agreement for the subject AIP Project. You requested an increase in the maximum grant obligation of the United States, as set forth in the Grant Agreement accepted by the sponsor on July 13, 2016.

The Grant description is has not changed.

This letter commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by $25,567.00 (from $178,125 to $203,692) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into, and constitutes Letter Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

William C. Garrison, Manager
Helena Airports District Office

IDENTICAL LETTER SENT TO:

The Honorable Angenie Mc Cleary
Blaine County, Idaho
206 1st Avenue South, Suite 300
Hailey, ID 83333

c: (via e-mail)
   ANM-613
   AMK-314
   Chris Pomeroy, Airport Manager
   Lisa Emerick, Contracts/Finance Administrator
   Dave Mitchell, T-O Engineers
   Bill Statham, Idaho Aeronautics Division
   Jennifer Schildgen, Idaho Aeronautics Division
Return to Agenda
August 28, 2018

The Honorable Fritze Hammerle
City of Hailey
115 Main Street, Suite H
Hailey, ID 83333

Development Name: Snow Mountain Apartments
Development Location: 2011 Woodside Blvd., Hailey
Development Description: Acq./Rehab. of 40 Family Units
Developer: Terra Realty / Snow Mountain LLC

Dear Mayor Hammerle:

Idaho Housing and Finance Association is hereby notifying you that the affordable housing development referenced above is proposed in your area. This development will compete with other applications submitted for Low-Income Housing Tax Credits.

The Low-Income Housing Tax Credit Program provides tax incentives to developers of affordable housing who designate at least 20% of the units in a development as affordable for families at designated income levels. The Idaho Housing and Finance Association, the administrator of the credit for the State of Idaho, awards the state's credit authority to sponsors who have successfully competed under the Allocation Plan approved by the Governor and Association's Board of Commissioners.

If you have any questions or comments about the Low-Income Housing Tax Credit program or the proposed development, please contact me.

Sincerely,

Cory Phelps
Vice President, Project Finance

/id
August 28, 2018

The Honorable Fritz Hammerle, Mayor
City of Hailey
115 Main Street, Suite H
Hailey, ID 83333

Development Name: Blaine Manor Apartments
Development Location: TBD Maple Street, Hailey
Development Description: New Construction of 30 Senior Units
Developer: Arch Community Housing Trust

Dear Mayor Hammerle:

Idaho Housing and Finance Association is hereby notifying you that the affordable housing development referenced above is proposed in your area. This development will compete with other applications submitted for Low-Income Housing Tax Credits.

The Low-Income Housing Tax Credit Program provides tax incentives to developers of affordable housing who designate at least 20% of the units in a development as affordable for families at designated income levels. The Idaho Housing and Finance Association, the administrator of the credit for the State of Idaho, awards the state's credit authority to sponsors who have successfully competed under the Allocation Plan approved by the Governor and Association's Board of Commissioners.

If you have any questions or comments about the Low-Income Housing Tax Credit program or the proposed development, please contact me.

Sincerely,

Cory Phelps
Vice President, Project Finance

/id
Return to Agenda
AGENDA

HAILEY PLANNING & ZONING COMMISSION
Tuesday, October 2, 2018
Hailey City Hall
5:30 p.m.

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1 Adoption of the Meeting Minutes of September 24, 2018. ACTION ITEM

Public Hearings

PH 1 Continuation of a Preliminary Plat Application for Carbonate View Subdivision, represented by Galena Engineering on behalf of W Squared, LLC, where Tax Lot 8364 S. 9 & 16, T2N, R18E, Hailey is subdivided into fourteen (14) single family lots, ranging in size from 7,053 square feet to 9,270 square feet. All of the lots will have frontage on W. Chestnut Street. A 25,626 open space parcel is proposed to be dedicated to the Wood River Land Trust to meet the open space requirements. The project is located in the General Residential (GR) Zoning and Floodplain Overlay Districts. This project was continued from the May 21, 2018, Planning and Zoning Commission meeting. ACTION ITEM

Staff Reports and Discussion

SR 1 Discussion of current building activity, upcoming projects, and zoning code changes. (no documents)

SR 2 Discussion of the next Planning and Zoning meeting: Monday, October 15, 2018. (no documents)
AGENDA

HAILEY PLANNING & ZONING COMMISSION
Monday, September 24, 2018
Hailey City Hall
5:30 p.m.

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1 Adoption of the Meeting Minutes of September 4, 2018. ACTION ITEM

Public Hearings

PH 1 Consideration of Design Review Application by 410 North Main Street, LLC, represented by Mark Gasenica, for a new 384 square foot detached Accessory Dwelling Unit, which consists of a 256 square foot main floor and 128 square foot second floor. This proposal includes a rereview of a new 764 square foot second floor addition to the existing 5,140 square foot building (Wood River Insurance), with no changes to the first floor, site, or existing exterior finishes, to be located at 410 North Main Street, Hailey (Lots 13 and N. 20' of 14, Block 57, Hailey Townsite) within the Business (B) and Townsite Overlay (TO) Zoning Districts. The original Design Review of the second-floor addition was approved by the Planning and Zoning Commission on September 11, 2017. ACTION ITEM

PH 2 Consideration of approval by the Hailey Planning and Zoning Commission of an Annexation Application from 2-IT Ranch, LLC, to annex 11785 State Highway 75 (SWNW TL 7137, Sec. 4, T2N, R18E), comprising a total of 12.91 acres, into Hailey City Limits. Recommended zoning of the property is Limited Residential 2 (LR-2) and Recreational Green Belt (RGB). Included in the annexation request is a Planned Unit Development request and Preliminary Plat:

**Planned Unit Development (PUD) Application**: the PUD application consists of ten (10) residential lots, a nine-hole par 3 golf course and a ___ square feet clubhouse. Project elements include:

- Eight (8) cottage townhouse sub-lots
- Two (2) single family lots
- 54 parking spaces
- A Club House
- One (1) Nine-hole Par 3 Golf Course
The applicant is requesting the following modifications and waivers as part of this application, under Chapter 17.10.040: Developers Benefits:

1) **LR-2 Minimum Lot Size:** The minimum lot size allowed in LR-2 zoning per Chapter 17.05.040 is 12,000 square feet. The applicant is requesting the allowance for single family lots of a minimum of 5,000 square feet and cottage townhouse sub-lots ranging from 1,000 square feet to approximately 2,400 square feet.

2) **Cottage Townhouse Units:** Cottage Townhouse units are not permitted under LR-2 zoning. The applicant is requesting the allowance for eight townhouse units.

3) **Building Setbacks:** Building setbacks in LR-2 zoning per Chapter 17.05.040 include a 25’ front-yard setback and 10’ side and rear-yard setbacks. The following setbacks are requested for the proposed residential units:

<table>
<thead>
<tr>
<th></th>
<th>Front Setback</th>
<th>Side Setback</th>
<th>Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>25’ (No modification)</td>
<td>5’</td>
<td>5’</td>
</tr>
<tr>
<td>Cottage Townhouse</td>
<td>5’</td>
<td>5’</td>
<td>0’</td>
</tr>
<tr>
<td>Cottage Townhouse (Above Garage Unit)</td>
<td>0’</td>
<td>0’</td>
<td>0’</td>
</tr>
</tbody>
</table>

4) **Private Street Number of Units Served:** Chapter 16.04.020 allows private streets to serve a maximum of five (5) residential dwelling units or private streets may be allowed within planned unit developments. A private street serving ten (10) residential units is requested with this PUD.

**Subdivision Preliminary Plat Application:** The project includes eight (8) cottage townhouse sub-lots and two (2) single family lots ranging in size from 1046 square feet to 5292 square feet to be zoned Limited Residential 2(LR-2) and 1 Recreational Green Belt (RGB) lot containing a club house, parking and a nine-hole par 3 golf totaling to 12.91 acres. **ACTION ITEM**

**Staff Reports and Discussion**

**SR 1** Discussion of current building activity, upcoming projects, and zoning code changes. *(no documents)*

**SR 2** Discussion of the next Planning and Zoning meeting: **Monday, October 1, 2018.** *(no documents)*
Return to Agenda
AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday September 17, 2018 * 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 Applications
CA 000  Grant Agreements
CA 000  Motion to approve Resolution 2018--___, authorizing contract for services with Wood River Fire Protection & Rescue for Hailey City staff support of WRFD in the amount of $89,427 ACTION ITEM
CA 000  Contracts & Bids
CA 000  Motion to approve Resolution 2018-98, authorizing contract for services with Animal Shelter of Wood River Valley to pay for housing of impounded animals; contract amount of $16,000 ACTION ITEM
CA 000  Motion to approve special event, 1st Annual Hailey Hispanic Heritage Festival USA, to be held at McKercher Park on September 22 from 9 am to 8 pm ACTION ITEM
CA 000  Motion to approve Resolution 2018-____, authorizing an agreement between the City of Hailey, Bullion Square, LLC and artist Ann Hastings for the installation of asphalt mural art adjacent to the public sidewalk in the Bullion Square parking area. ACTION ITEM
CA 000  Findings of Fact and Ordinance Summaries
CA 000  Motion to approve minutes of September 10, 2018 and to suspend reading of them ACTION ITEM
CA 000  Motion to approve claims for expenses incurred during the month of August, 2018, and claims for expenses due by contract in September, 2018 ACTION ITEM

MAYOR’S REMARKS:
MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS
AA 000

PUBLIC HEARING:
PH 000  Consideration and Second Reading of an amendment to Title 17, Section 17.05.040 District Use Matrix, to create a new Overlay Zone, “Downtown Housing Overlay District”. This District will be a new Chapter 17.04R, which includes general application, bulk requirements, density and parking space requirements for apartments averaging 600 square feet in size (Ordinance No. 1238 and Summary). An amendment to the City of Hailey Zoning District Map, “Downtown Residential Overlay”, updated with map amendments from the August 13, 2018 Council meeting to exclude of all lands east of the alley between Main Street and First Avenue (Ordinance No. 1239) ACTION ITEM

PH 000  Consideration of a City-Initiated Text Amendment to Title 17.07: Supplementary Location and Bulk Requirements, 17.07.010: Supplementary Yard Setback Requirements, 17.07.010F: Side Yard Setbacks of Normal Corner Lot and 17.07.010G: Reverse Corner Lots, reference these code sections as footnotes in Title 17.05, Office Zoning Map and District Use Matrix, 17.05.040: District Use Matrix. ACTION ITEM

PH 000  Discussion of tax levy increases and revenue enhancements available to the City of Hailey ACTION ITEM
PH 000  Consideration of name change recommended by the Hailey Parks and Lands Board for Balmoral Park ACTION ITEM

--335--
NEW BUSINESS:

OLD BUSINESS:
OB 000
OB 000  3rd reading of annual appropriation Ordinance No.1241, authorizing the expenditure of $13,633,526 for FY 2019
ACTION ITEM

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 000 Thank you letter to Harry Rinker regarding south Woodside property

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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Return to Agenda