AGENDA OF THE SPECIAL
HAILEY CITY COUNCIL MEETING
Monday SEPTEMBER 25, 2017 * Hailey City Hall Meeting Room

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

CONSENT AGENDA:

CA 362 Motion to approve bid documents and authorization to request bids for Riverside lift station flood mitigation work. 1

CA 363 Motion to approve Resolution 2017-094, approving Health benefits for City of Hailey employees – renewal with Regence Blue Shield 24

CA 364 Motion to approve Resolution 2017-095 and authorize the Mayor to sign an Agreement with Blaine County Recreation District for Croy Nordic at Lions Park 33

CA 365 Motion to approve Resolution 2017-096 and authorize the Mayor to sign the State/Local agreement with ITD to design and construct River Street improvements from Walnut to Galena Streets, agreeing to provide the City's match of $160,452.40 and immediately paying the State $9,000 for incidental and administrative services…….. 57

CA 366 Motion to approve Resolution 2017-097, approving contract with Animal Shelter of Wood River Valley for annual amount of $16,000 72

CA 367 Motion to approve Resolution 2017-098, approving contract with Blaine County Housing Authority for annual amount of $3,000 79

CA 368 Motion to approve Resolution 2017-099, approving contract with Rick Allington for Misdemeanor prosecutions for annual amount of $44,133 89

CA 369 Motion to approve Resolution 2017-100, approving a contract with Harmony Design and Engineering to conduct flood plain analysis for the riverside lift station construction project and present flood mitigation ideas to City Council for an amount not to exceed $4,800 98

CA 370 Motion to approve Resolution 2017-101 authorizing Hailey's Treasurer to write off Accounts Receivable balances; incorrect, uncollectable, cancelled items totaling $ 5,477.01 106

CA 371 Motion to approve minutes of September 7, 2017 and to suspend reading of them 114

CA 372 Motion to approve claims for expenses incurred during the month of September, 2017, and claims for expenses due by contract in October, 2017 120

MAYOR'S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS

AA 373 Employee Recognition – Kelly Schwarz (no documents)

AA 374 LHTAC to present Road Master Certification for Kelly Schwarz (no documents)

PUBLIC HEARING:

PH 375 Consideration of a Lot Line Amendment for Phoebe Pilaro at 110 South 2nd Avenue, Hailey (Lots 17A, Block 35, Hailey Townsite), within Section 9, T.2N., R.18E., B.M., City of Hailey, Blaine County, Idaho. The proposal would create two lots, Lots 17B and 23A. Lot 17B would comprise of 17,850 square feet and Lot 23A would comprise of 6,100 square feet. Lot 23A currently contains Jimmy's Garden Park 144

PH 376 Consideration of a City-initiated Text Amendment to Title 17, Section 17.05, District Use Matrix, to clarify and add definitions of: Health and Fitness Facility; Studio, Artist; Performing Arts Center; Recreation Facility, Commercial; Recreation Facility, Public; and Recreation Facility, Residential, and amendments to Title 17, Section 17.02, Definitions to add or modify definitions related to the above. The changes are to correct clerical omissions in Ordinance 1208 *(Continued from June 20, 2017)* 183

PH 377 Consideration of a request from Hailey Airport Inn, LLC, to the City of Hailey, to vacate certain sections of the City Right-of-Way at 820 South 4th Avenue (Lots 7-12, 19-24, Block 137, Hailey Townsite), along the south side of Cedar Street, between Lots 1 & 13 of Block 137. *(Item will be continued to October 2, 2017)*

PH 378 Consideration of a City-initiated Text Amendment to Title 17, Section 17.06, Design Review, to create a Pre-Application Design Review process. *(Item will be continued to October 2, 2017)*

PH 379 Consideration of Resolution 2017-___, amending water and wastewater connection fees and water rates for FY 2018 188

NEW BUSINESS:

NB 380 Discussion of Hailey comments to the Bureau of Land Management (BLM) regarding the BLM travel plan for Blaine County and the Hailey area. This plan addresses motorized and nonmotorized recreational uses on BLM lands surrounding Hailey, including numerous new trails 199
NB 381 Consideration of Resolution 2017-____to adopt the updated Hailey Parks, Lands & Trails Master Plan, the original Master Plan was written in 2002 and has not been updated 213

STAFF REPORTS: Staff Reports Council Reports Mayor's Reports

SR 382 Draft agenda for next Planning and Zoning Commission meeting 266
SR 383 Draft agenda for next City Council meeting 269

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

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1225 Next Resolution Number- 2017-102

AGENDA ITEM SUMMARY

DATE: 9/25/17 **DEPARTMENT: Public Works** **DEPT. HEAD SIGNATURE: MM**

SUBJECT: Motion to approve bid package and commencement of project bidding of Riverside Lift Station Access Project.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Army Corps of Engineers has identified the need to protect the Riverside lift station near Heagle Park. Plans have been developed to improve the access road to ensure access during flood events and a barrier system to protect the lift station itself has been purchased.

The final draft of the bid package has been reviewed by the City's Attorney. The design layout drawings and contract documents are attached.

This timeline below allows us to make changes before selecting a bidder if the results of the flood modeling and analysis, concurrently being conducted by Harmony Design and Engineering, warrants project changes. This timeline also allows the City the option to reject all bidders and use our own staff if we receive no bids, the bids received are too high, or the project isn't viable due to 2-D flood model results.

9/25 – Council approval of bid documents

9/26 – Submit to bidders

9/26-10/13 Bid period, during which addendums can be issued for any changes to the design

Bid opening 10/13

10/6 -10/9 Flood modeling and analysis

10/16 Council to select bidder and sign contracts and notice of award

10/23 Project to begin (must allow a few days from contract execution for bonds and other items to be submitted to the City)

11/13 Substantial completion

11/20 Final completion

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	☐	_____
☐	Fire Dept.	☐	P & Z Commission	☐	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve bid package and commencement of project bidding of Riverside Lift Station Access

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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)

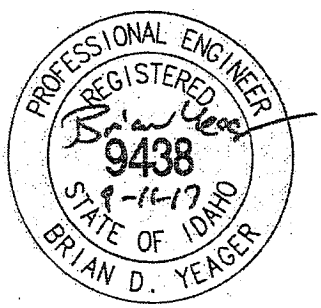
CITY OF HAILEY, IDAHO

Public Works Department
115 S. Main St.
Hailey, ID 83333
208.788.9830 x 24

Plans, Specifications, and Bid Documents

For

RIVERSIDE LIFT STATION ACCESS ROAD IMPROVEMENTS



CITY ENGINEER
Brian Yeager

BID FORM

PROJECT IDENTIFICATION:

CITY OF HAILEY
RIVERSIDE LIFT STATION ACCESS ROAD IMPROVEMENTS

THIS BID IS SUBMITTED TO:

City of Hailey
City Engineer
115 Main Street South
Hailey, ID 83333

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

PROJECT:

RIVERSIDE LIFT STATION ACCESS ROAD IMPROVEMENTS

No.	Item	Unit	Estimated Quantity	Unit Price	Total Estimated Cost
1	¾" (-) Aggregate (Type I) Base	CY	210		
2	2" (-) Aggregate (Type II) Base	CY	1,210		
4	12" Culvert	LF	26		
5	Adjust Sanitary Sewer Manhole Rim Elevation	EA	3		
6	Adjust Sanitary Sewer Manhole Rim Elevation	EA	3		
7	Remove Vegetation; Cut, Cap & Abandon Irrigation	LS	1		
8	Remove and Install New Fence and Gate	LS	1		
				Total of all Prices:	

TOTAL WRITTEN IN WORDS

_____

(Lowest Total Price will be considered as the low Bidder)

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder agrees to comply with Idaho Code §§ 44-1001 through 44-1006, regarding employment of Idaho residents.

7.01 The following information is included in this bid package:

A. Bid Form
B. Notice of Award
C. Agreement
D. Payment Bond
E. Performance Bond
F. Notice to Proceed

9.02 The following documents are attached to and made a condition of this Bid:

A. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

B. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors); and

C. Required bidder qualifications statement with supporting data.

SUBMITTED on _____, 2017.

Idaho Public Works Contractor License No._____.

Expiration Date_____.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

_____

Phone No.: _____ FAX No.: _____

State of Incorporation: _____

Date of Qualification to do business is _____.

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Limited Liability Company

Limited Liability Company Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____
(Signature of Member/Manager)

Business address: _____

_____

Phone No.: _____ FAX No.: _____

State of Organization: _____

Date of Qualification to do business is _____.

NOTICE OF AWARD

Dated _____

[Certified Mail -- Return Receipt Requested]

TO: _____
(BIDDER)

ADDRESS: _____

_____

_____

Contract: RIVERSIDE LIFT STATION ACCESS ROAD IMPROVEMENTS_____
(Insert name of Contract as it appears in the Bidding Documents)

Project: _____

OWNER's Contract No. _____

_____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for ____

_____

_____
(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is _____

_____ Dollars ($ _____).

[Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts]

___ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. ___ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 6 days of the date you receive this Notice of Award.

1. Deliver to the OWNER ___ fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on ( )].

2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in this document within 6 days.

EJCDC No. 1910-22 (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

_____
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

AGREEMENT

This AGREEMENT, made this _____ day of _____, 2017, by and between the City of Hailey, Idaho, hereinafter called "OWNER" and

_____, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of: Riverside Lift Station Access Road Improvements 2017.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS the week of October 23, 2017, will substantially complete the same by November 13, 2017 ("Date of Substantial Completion") and will finally complete the same by November 20, 2017 ("Date of Final Completion"), unless otherwise extended by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

   _____ _____
   (write in letters) (insert numbers)

   as shown in the submitted BID PROPOSAL.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   5.01 BID FORM
   5.02 NOTICE OF AWARD
   5.03 AGREEMENT
   5.04 PAYMENT BOND
   5.05 PERFORMANCE BOND
   5.06 NOTICE TO PROCEED

6. *Retainage*. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released upon Certification of Substantial Completion.

7. *Liquidated Damages*. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred dollars ($100.00)** for each day that expires after the Date of Substantial Completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the time specified in paragraph 3 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Fifty dollars ($50.00)** for each day that expires after the Date of Final Completion.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF HAILEY, IDAHO

BY: _____
Fritz X. Haemmerle, Mayor

(SEAL)

ATTEST:

_____
Mary Cone, Clerk

CONTRACTOR:

_____

BY: _____

Title: _____

Address: _____

_____

(SEAL)

ATTEST:

_____

Name: _____
(Type or Print)

Title: _____

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title: (Attach Power of Attorney)	

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

EJCDC No. 1910-28-B (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due. Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes pthereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

NOTICE TO PROCEED

Dated _____

TO_____
(CONTRACTOR)

ADDRESS[1]:_____

_____

_____

Contract: RIVERSIDE LIFT STATION ACCESS ROAD IMPROVEMENTS
(Insert name of Contract as it appears in the Contract Documents)

You are hereby notified to commence WORK the week of October 23, 2017 in accordance with the AGREEMENT, and you are to complete the WORK by November 20, 2017, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

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

Dated this _____ day of _____ ,2017.

_____
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

ACCEPTANCE OF NOTICE

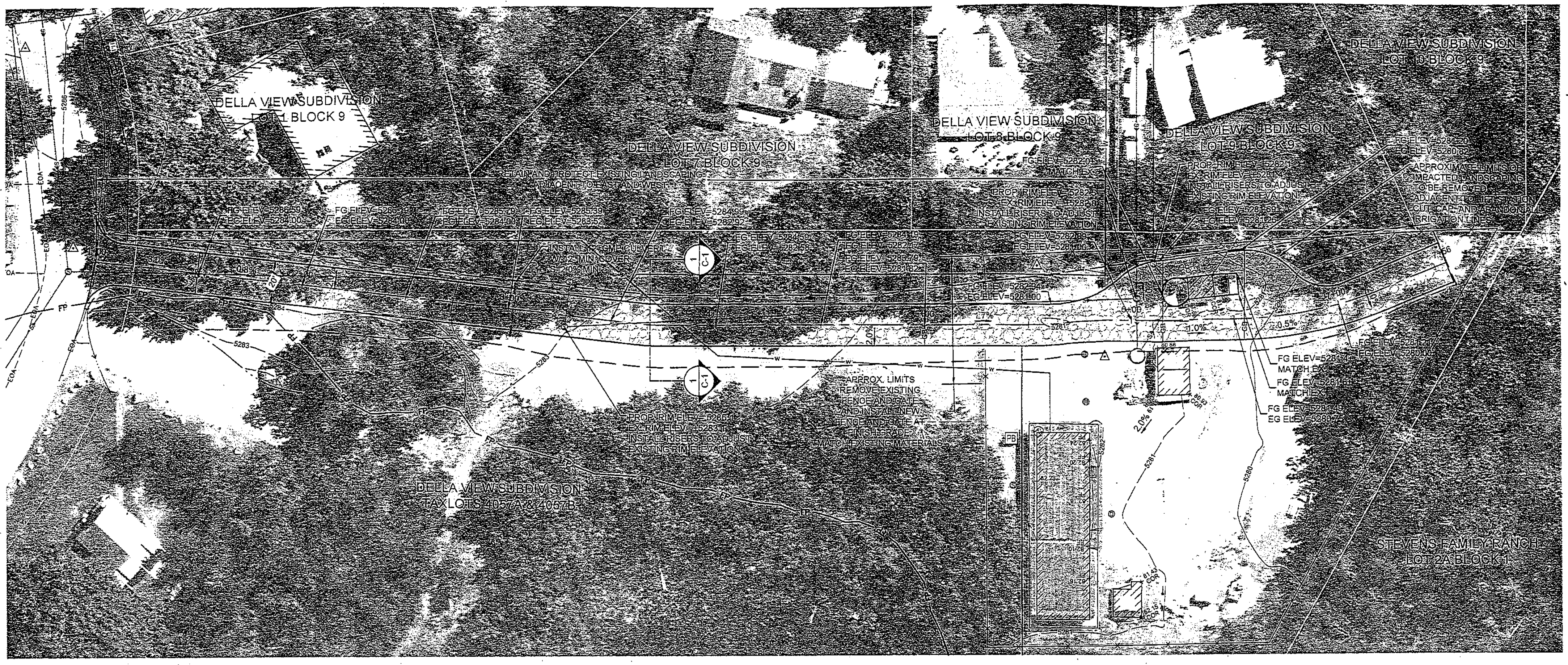
Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this _____day of _____, 2017 by: _____
(Contractor)

By: _____

Title: _____

(Use Certified Mail, Return Receipt Requested)

EJCDC No. 1910-23 (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

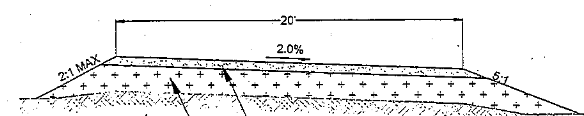


LEGEND

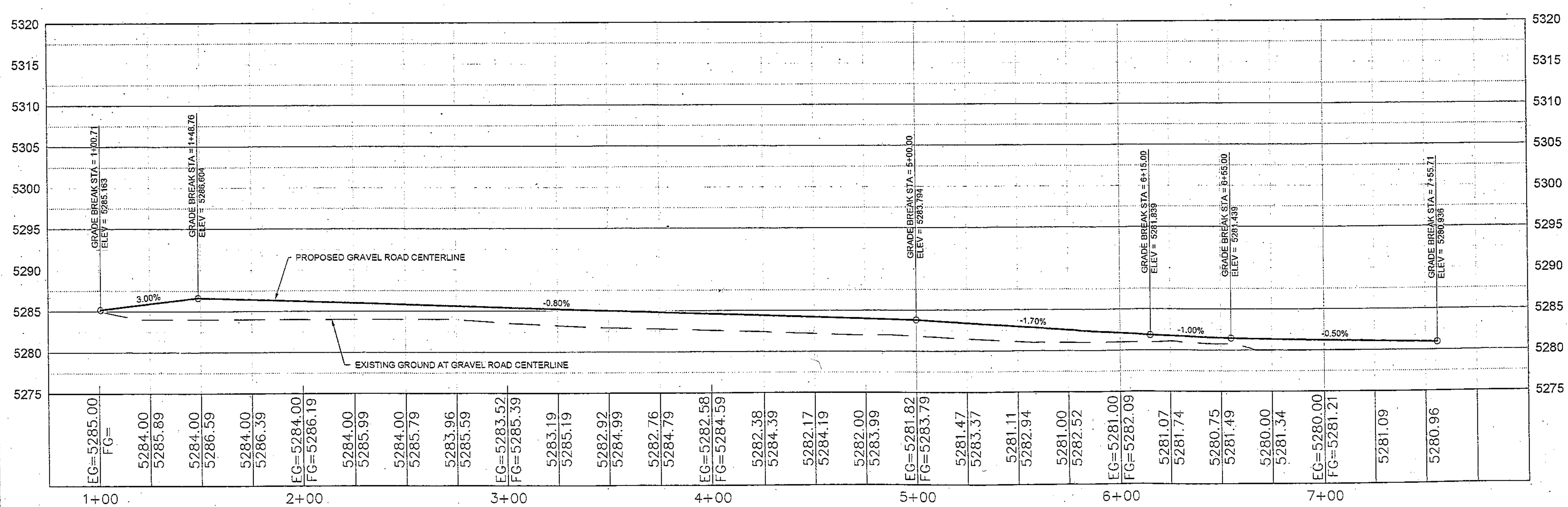
- Property Lines (BC GIS)
- Survey Control
- 5' Contour Interval
- 1' Contour Interval
- FL = Flow Line Cut
- EOW = Edge of Water
- Floodplain
- Building Structure
- Sign
- EOA = Edge of Asphalt
- EOG = Edge of Gravel
- FNC = Fence
- GMTR = Gas Meter
- PHBOX = Telephone Box
- CATV = Cable TV Riser
- CB = Catch Basin
- DWELL = Drywell
- PBOX = Power Box
- PMTR = Power Meter
- Sewer Main
- SMH = Sewer Manhole
- Pressure Sewer Main (Zoning Map)
- Water Line (Zoning Map)
- FH = Fire hydrant
- WV = Water Valve
- AP = Angle Point
- BTM GEN = Bottom of Generator
- CC = Curb Cut
- CL = Centerline
- COR = Corner
- EOC = Edge of Concrete
- FF = Finish Floor
- GFF = Garage Finish Floor
- NG = Natural Grade
- TA = Top of Asphalt
- TOC = Top of Concrete
- TOE = Toe of Slope
- TOP = Top of Slope
- TP = Top of Pavers
- PROPOSED GRAVEL
- REMOVE EXISTING LANDSCAPING & IRRIGATION
- PROPOSED TOE OF SLOPE
- PROPOSED CULVERT

NOTES

1. FROST FREE HYDRANT AND PRESSURE BYPASS VALVE MAY EXIST AND SHALL BE ADJUSTED TO FINISH GRADE IF IMPACTED BY LIMITS OF PROPOSED ROAD IMPROVEMENTS (LOCATION TO BE IDENTIFIED IN THE FIELD– COORDINATE WITH ENGINEER).
2. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE CITY OF HAILEY STANDARD DRAWINGS AND SPECIFICATIONS AND "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC). THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND HAILEY STANDARD DRAWINGS ON SITE DURING CONSTRUCTION.
3. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1–800–342–1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL THE NECESSARY PERMITS PRIOR TO CONSTRUCTION IF NOT ALREADY OBTAINED BY THE OWNER, AND SHALL CHECK WITH THE CITY OF HAILEY FOR PERMITS THE OWNER MAY ALREADY HAVE OBTAINED.
6. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99.
7. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
8. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T–99 OR ITD T–91.
9. ALL 2" MINUS AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. UNCRUSHED AGGREGATE SHALL CONFORM TO CITY OF HAILEY STANDARD SPECIFICATION 2.02 FOR 2" BASE COURSE AGGREGATE. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T–99 OR ITD T–91.
10. ALL 3/4" MINUS CRUSHED AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. CRUSHED AGGREGATE FOR LEVELING COURSE SHALL CONFORM TO ISPWC TABLE 802 FOR TYPE I GRAVEL. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T–99 OR ITD T–91.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL.
12. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK. THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PROGRAM AT ALL TIMES UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
14. CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND/OR SURVEY CONTROL POINTS. IF ANY OF THE ABOVE LISTED ITEMS MUST BE REPLACED OR REMOVED, THE CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO THE REMOVAL.
15. CONSTRUCTION STAKING SHALL BE PROVIDED BY THE OWNER.



1 / C-1 TYPICAL GRAVEL ROAD SECTION
SCALE: N.T.S.



ORIGINAL SIGNED BY BRIAN D. YEAGER
DATE ORIGINAL SIGNED: 09/12/2017

PROFESSIONAL ENGINEER
REGISTERED
9438
STATE OF IDAHO
BRIAN D. YEAGER

ORIGNAL ON FILE AT OFFICE OF
GALENA ENGINEERING (HAILEY, ID)

GRAPHIC SCALE
30 0 15 30 60
1 inch = 30 ft.

AN IMPROVEMENT PLAN SHOWING
RIVERSIDE LIFT STATION ACCESS ROAD
LOCATED WITHIN SECTION 16, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
PREPARED FOR CITY OF HAILEY

SHT 1 OF 1

PROJECT INFORMATION
P:\sdskproj\7418\dwg\Topo\Riverside LS topo.dwg 8/28/2017 1:27:49 PM MDT

FB: ??
SKS DESIGNED BY
SKS DRAWN BY
BDY CHECKED BY

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

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 788-1705
(208) 788-4612 fax
email galena@galena-engineering.com

REVISIONS		
NO	DATE	BY

C-1

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/25/2017 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** BS

SUBJECT: Resolution 2017-094

Approval of Health Benefits for City of Hailey Employees - renewal of Regence Blue Shield Employee Choice Plans.

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 a slight amount over the budget established by the City Council for FY 2017. Our insurance agent was tasked with researching alternatives; new applications were filled out by all employees and the rates for Regence's competitor were substantially higher (15 and 36%) for two of the three comparable plans. The slight increase can easily be managed within department budgets

---

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 2017-094, 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./Agrmt./Order Originals: Record
Copies (all info.):

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

CITY OF HAILEY
RESOLUTION NO. 2017-094

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 2017 – 2018 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 25th day of September, 2017

City of Hailey

_____

Fritz X. Haemmerle, Mayor

ATTEST:

_____

Mary Cone, City Clerk

Overall Premium Change for Group

% Change of Medical / Rx Premium:	*16.18%*
% Change of Dental Premium:	*N/A*
% Change of Total Premium:	*16.18%*

Group Name : CITY OF HAILEY
Producer : CANDACE IRELAND
Effective Date : October 01, 2017

Regence

Regence BlueShield of Idaho is an independent Licensee of the Blue Cross and Blue Shield Association

	Employee	Employee/ Spouse	Employee/1 Child	Employee/2+ Child	Family	Totals
Medical	38	3	1	5	5	52

Option 1 (Renewal Products and Rates) - Regence Gold 1000 - Employee Choice (Grouping 1)

Coinsurance values represent the member responsibility

☒ Composite Medical Rates	Employee	Employee/ Spouse	Employee/1 Child	Employee/2+ Child	Family	Monthly Total
Gold 1000: $30 Prim/$45 Spec Copay, $1,000 Ded, 20% Coins, $7,150 OOPM, **Regence PPO Network, Pharmacy**: Pref/Non-Pref Generic $4/25%, Brand $40/50%, Specialty 20%/50%, $0 Ded, **EAP - 4 visits**, Maternity	$ 612.96	$ 1,225.92	$ 1,164.62	$ 1,164.62	$ 1,777.58	$ 42,845.86

Option 2 (Renewal Products and Rates) - Regence Silver HSA 2000 - Employee Choice (Grouping 1)

☒ Composite Medical Rates	Employee	Employee/ Spouse	Employee/1 Child	Employee/2+ Child	Family	Monthly Total
Silver HSA 2000: $2,000 Ded, 30% Coins, $6,000 OOPM, **Regence PPO Network, Pharmacy**: Pref/ Non-Pref Generic 10%/25%, Brand 35%/50%, Specialty 20%/50%, Optimum Value Ded Waived, **EAP - 4 visits**, Maternity	$ 475.79	$ 951.58	$ 904.00	$ 904.00	$ 1,379.79	$ 33,257.71

Option 3 (Renewal Products and Rates) - Regence Bronze HSA 5000 - Employee Choice (Grouping 1)

☒ Composite Medical Rates	Employee	Employee/ Spouse	Employee/1 Child	Employee/2+ Child	Family	Monthly Total
Bronze HSA 5000: $5,000 Ded, 50% Coins, $6,550 OOPM, **Regence PPO Network, Pharmacy**: Pref/Non-Pref Generic 50%/50%, Brand 50%/50%, Specialty 20%/50%, Optimum Value Ded Waived, **EAP - 4 visits**, Maternity	$ 379.38	$ 758.76	$ 720.82	$ 720.82	$ 1,100.20	$ 26,518.64

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: _____

Group Name : CITY OF HAILEY
Producer : CANDACE IRELAND
Effective Date : October 01, 2017

Regence

Regence BlueShield of Idaho is an independent licensee of the Blue Cross and Blue Shield Association

Employee Renewal Certification

Company Name: CITY OF HAILEY
Account Executive: Tim Anderson

Group Number: 10019193
Renewal Date: 10/01/2017

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 basis, 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, City of Hailey Fritz Haemmerle, (Employer) do hereby certify that in order for an employee of the company named above to be eligible for group insurance coverage, he/she must work 30 or more hours per week. (Hour requirement may not exceed 30 hours per week)

Effective 1/1/2014, the Affordable Care Act (ACA) deems the following probationary periods as acceptable. Please check the probationary period that applies to new employees:

	First of month following date of hire
X	First of the month following 30 days
	First of the month following 60 days
	Actual date of hire (prorated premium)
	Actual 90th day from date of hire (prorated premium)

Employer Signature _____ Date _____ Print Name Fritz Haemmerle

Does the person signing the certification work the required hours? ____ Yes X No

Agent Signature _____ Date 09-14-17 Print Name Candace Ireland

***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.**

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.

Employee Name	Hours worked per week (use average if hours vary)	Currently enrolled	Waiving for other qualifying coverage	Serving probation period	Declining coverage
ABERBACH, CRAIG		x			
AMBRIZ, JOSE		x			
ANDERSON, TRACY		x			
BALEDGE, MICHAEL		x			
BALIS, MARVIN		x			
CONE, MARY		x			
COX, CHARLES		x			
CROTTY, JOSHUA		x			
DAWSON, HEATHER		x			
GREEN, TIMOTHY		x			
LEOS, CHRISTINA		x			

Group Name : CITY OF HAILEY
Producer : CANDACE IRELAND
Effective Date : October 01, 2017

Regence

Regence BlueShield of Idaho is an independent Licensee of the Blue Cross and Blue Shield Association

Employee Name	Hours worked per week (use average if hours vary)	Currently enrolled	Waiving for other qualifying coverage	Serving probation period	Declining coverage
MARES, MARIA	40	x			
GUNTER, JEFF		x			
HOLYOAK, STEVEN		x			
ORNELAS, RAUL		x			
ELLSWORTH, BRYSON		x			
PARKER, MICHAEL		x			
DOUTHIT, NATHAN		x			
MILLER, MARIEL		x			
ENGLAND, STEVE		x			
SAVAGE, JAMES		x			
DREWIEN, LYNETTE		x			
ERVIN, CHRISTIAN		x			
SCHWARZ, STEPHEN		x			
SHELAMER, MICHAEL		x			
SHOTSWELL, DAVE		x			
STELLERS, DAVID		x			
STOKES, REBECCA		x			
TURNER, TERRY		x			
PARKER, ROGER		x			
GELSKEY, LEANN		x			
ARELLANO, NANCY		x			
PECK, TODD		x			
STEWART, DEREK		x			
ORNELAS, MANUEL		x			
HOROWITZ, LISA	35	x			
JOHNSTON, JEAN		x			
MOORE, JONNA		x			
GELSKEY, BRAD		x			
DAVIS, ROBYN		x			
MILLS, CAITLYN		x			
WEST, KINGSTON		x			
GOMEZ CARRILLO, LUIS		x			
COOK, STEPHANIE		x			
MUNOZ, ANTONIO		x			
VINCENT, BRIAN		x			
HOLTZEN, KURTIS		x			
BAIRD, JACY	40	x			
HOFFERBER, SANDRA	COBRA	x			

Group Name : CITY OF HAILEY
Producer : CANDACE IRELAND
Effective Date : October 01, 2017

Regence

Regence BlueShield of Idaho is an independent Licensee of the Blue Cross and Blue Shield Association

Employee Name	Hours worked per week (use average if hours vary)	Currently enrolled	Waiving for other qualifying coverage	Serving probation period	Declining coverage
~~MENCK, KYLE~~	Termed 8/31/17	x			
BENEDICT, VINCENT	40	x			
DOMKE, RODNEY	40	x			
NO WAIVERS ON FILE					

Regence

Regence BlueShield of Idaho is an Independent Licensee of the Blue Cross and Blue Shield Association

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 **2016**:

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 2016.

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 2016: _____

I, _____ (Employer) do hereby certify that the information provided above is accurate.

_____ _____

Employer Signature Date

Fritz Haemmerle

Print Name

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) 232-0032

Or

- Return by mail in the enclosed postage paid envelope with your renewal documents

Please contact us at (208) 234-5913 if you have any questions.

Regence

Regence BlueShield of Idaho is an Independent Licensee of the Blue Cross and Blue Shield Association

August 4, 2017

CITY OF HAILEY
ATTN: Group Administrator
115 S MAIN ST STE H
HAILEY, ID 83333-8408

Renewal Effective Date: October 1, 2017
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,

Christopher A. Moreno, M.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 _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE 09/25/17 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** MM/SC

SUBJECT: Resolution 2017-015 Motion to approve the Agreement with Blaine County Recreation District and the Sun Valley Ski Education Foundation, Inc. for use of Lions Park for nordic skiing and related activities.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Council approved this same agreement in 2014, with an expiration in April, 2016, and again in July, 2016, with an expiration in April, 2017. Staff has requested that this new agreement be effective beginning September 1, 2017 and being valid through April 15, 2018.

The County has not approved the extension to their existing Conditional Use Permit (CUP) yet and therefore, a new Exhibit C will need to be attached to this document, once the County has issued that approval. Attached is the old CUP.

See attached agreement.

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:
Motion to approve Resolution 2017-015, authorizing the Mayor to sign the Agreement with BCRD and Sun Valley Ski Education Foundation for use of Lions Park until April 2018.

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. 2017-095

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE BLAINE COUNTY RECREATION DISTRICT AND THE SUN VALLEY SKI EDUCATION FOUNDATION, INC. FOR USE OF REAL PROPERTY OR AN INTEREST IN REAL PROPERTY LOCATED ON OR ADJACENT TO LIONS PARK.

WHEREAS, pursuant to Idaho Code § 50-1409, the City of Hailey may lease real property not needed for city purposes upon such terms as may be just and equitable, provided, that the city council, upon a vote of one half (1/2) plus one (1) of the members of the full council, may set apart portions of the public parks, playgrounds or other grounds to be used from time to time for athletic contests, golf links, agricultural exhibits, ball parks, fairs, rodeos, swimming pools and other amusements, and may, upon a vote of one half (1/2) plus one (1) of the members of the full council, make and enter into a contract with organizations and associations necessary and proper to carry out the purposes of this provision, in which case the city shall not be liable for any damage by reason of any accident occurring on the parks and lands set apart for such purposes, except for gross negligence on the part of the city or its officers or agents.

WHEREAS, the City of Hailey, the Blaine County Recreation District and the Sun Valley Ski Education Foundation, Inc. have agreed to the terms and conditions of the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITYCOUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached Agreement and that the Hailey Mayor is authorized to execute the attached Agreement.

Passed this _____day of September, 2017

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature hereto, by and among **the City of Hailey,** hereinafter referred to as "Owner;" the **BLAINE COUNTY RECREATION DISTRICT**, hereinafter referred to as "BCRD;" and, for the purposes of paragraphs 7, 8 and 13 of this Agreement only, **SUN VALLEY SKI EDUCATION FOUNDATION, INC.**, an Idaho non-profit corporation, hereinafter referred to as "SVSEF." Owner and BCRD are sometimes hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

A. Owner is the owner and operator of certain Property located in Blaine County, Idaho, adjacent to the City of Hailey (the "Property").

B. BCRD is an Idaho recreational district formed in 1976 by the voters of Blaine County, Idaho and provides and oversees recreational facilities and activities for the citizens of and visitors to Blaine County, Idaho.

C. BCRD has developed and, during the winter seasons, maintains and operates a Nordic ski trail system throughout the Wood River Valley known as the North Valley Trail System ("NVTS").

D. BCRD desires to develop, maintain and operate as a part of the NVTS a Nordic ski trail system ("Croy Nordic") on portions of the Property during the 2017-2018 winter ski season. Owner is willing to grant to BCRD, without charge and as a public benefit, the right to use those portions of the Property for such purposes on the terms and conditions hereinafter set forth.

E. BCRD intends to authorize SVSEF to access the Premises and utilize Croy Nordic for its Nordic ski programs, events and instructional activities, which is acceptable to Owner subject to the indemnification and insurance provisions of paragraphs 7 and 8 herein below.

TERMS AND CONDITIONS

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. Owner hereby grants to BCRD the right to use, from September 1, 2017 through and including April 15, 2018, for the specific purposes set forth in this Agreement, those portions of the Property depicted on Exhibit A to this Agreement ("Premises"). BCRD shall not use any other portion of the Property during the term of this Agreement, including, but not limited to, those areas marked as "Area Closed" on **Exhibit A.**

3. BCRD shall use the Premises solely for the purpose of developing, maintaining and operating Croy Nordic and related youth and beginner winter recreation activities as a part of the NVTS. The location on the Premises of the Croy Nordic ski trails shall be determined by BCRD subject to the approval of Owner. A management plan describing the proposed location of the trails at Croy Nordic, fees to be charged for the use thereof and other relevant aspects of the Croy Nordic operation has been approved by Owner and a copy is attached as **Exhibit B** to this Agreement.

4. BCRD shall have the right to place on the Premises during this Agreement at a location to be approved by Owner a modular building, approximately sixty (60) feet in length by twelve (12) feet in

width to be used as a warming facility for the users of Croy Nordic, and not more than two portable toilets. In addition, the BCRD shall have the right to place on the Premises during this agreement at a location approved by Owner a temporary yurt no more than 30 foot in diameter and a dumpster. As soon as the snow has melted from the Premises, BCRD shall pick up and remove any abandoned ski equipment, trash or other debris left by BCRD, SVSEF, or the public users of Croy Nordic.

5. The sole public access points to the Premises shall be the main entrance to Lion's Park from Croy Canyon Road and a path from the Wood River Land Trust property to the south of Lion's Park.

6. BCRD, with the consent and approval of Owner, will apply to Blaine County for a conditional use permit (the "CUP") for the operation of Croy Nordic in an R-5 Zoning District. This Agreement is subject to and conditioned upon the approval of the CUP and a copy of the approved CUP will be attached hereto as **Exhibit C**. BCRD shall comply with all of the terms and conditions of the CUP during this Agreement.

7. BCRD and SVSEF each separately agrees to indemnify and hold Owner harmless from all claims, causes of action, damages, losses, liabilities and expenses resulting from, or in any way connected with, any use or activity undertaken, sanctioned, or authorized on the Property and/or the Premises by BCRD or SVSEF, respectively. Without limiting the foregoing, the provisions of this paragraph shall include all claims and causes of action relating to or brought as a result of the following:

(a) Personal injury or death to any person or injury to property resulting or arising from any vehicles, equipment, personal property or improvements operating, installed, maintained or used on the Premises.

(b) By reason of any work performed on, or materials furnished to, the Premises.

8. SVSEF agrees, during the term of this Agreement, to carry and maintain a comprehensive public liability policy of insurance covering the Property, placed with a company licensed to do business in the State of Idaho having a rating of B+ or better in the current AM Best Insurance Guide. Said liability insurance shall have a combined single limit coverage of not less than $1,000,000 for bodily injury, death, and property damage arising out of, or in any way connected with, the use or occupancy of the Premises, and all activities conducted on the Property, including the Premises, by SVSEF, their agents, employees, contractors, invites and all other persons or entities who may be on the Property with the consent, sanction, or authorization of SVSEF. SVSEF shall include Owner as an additional named insured on their liability insurance policy and shall provide that said policy may not be terminated or modified without at least 30 days prior written notice to Owner.

BCRD agrees, during the term of this Agreement, to carry and maintain a comprehensive public liability policy of insurance covering the Property, with a combined single limit coverage of not less than $500,000, pursuant to Title 6, Chapter 9 of the Idaho Code, for bodily injury, death, and property damage arising out of, or in any way connected with, the use or occupancy of the Premises, and all activities conducted on the Property, including the Premises, by BCRD, their agents, employees, contractors, invites and all other persons or entities who may be on the Property with the consent, sanction, or authorization of BCRD. BCRD shall name Owner LLC as a Certificate Holder on their liability insurance policy and shall provide that said policy may not be terminated or modified without at least 30 days prior written notice to Owner. In the event of any modification, Owners shall have the right to terminate this Agreement immediately with no further obligations hereunder.

Promptly after execution of this Agreement, BCRD shall fax Owner a copy of their respective policy or policies of liability insurance evidencing the insurance coverage required in this paragraph, or a

certificate of said insurance in a form acceptable to Owner. SVSEF certificate is attached as **Exhibit D.**

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9. The failure by BCRD to observe and perform any provision of this Agreement or the management plan approved by Owner to be observed or performed by BCRD, where such failure continues for fifteen (15) days after written notice thereof from Owner, shall constitute a default of this Agreement by BCRD. However, if the nature of such default is such that the same cannot with due diligence be cured within said period, BCRD shall not be deemed to be in default if it shall within said period, commence such curing and thereafter diligently prosecute the same to completion. In the event of any default by BCRD, then in addition to any and all other remedies available to Owner at law or in equity, Owner shall have the right to immediately terminate this Agreement and all rights of BCRD hereunder by giving written notice to BCRD of its election to do so.

10. BCRD will have the right to utilize, during the term of this agreement, a section of the Lions Park parking area for parking access to the Nordic trailhead as designated in attached **Exhibit E.** BCRD will maintain and design this parking space with the consent and approval of Owner.

12. At any time and from time to time, within thirty (30) days after notice of request by Owner, BCRD shall execute, acknowledge and deliver to Owner, or to such other recipients as the notice shall direct, a statement certifying that this Agreement is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and other charges have been paid in advance, and any other information relating to the status of this Agreement requested by Owner.

13. BCRD and SVSEF may not assign this Agreement, or any obligation hereunder, to any third party without the prior written consent of Owner.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below.

"Owner"

_____

Date: _____ By: _____

_____

"BCRD"

BLAINE COUNTY RECREATION DISTRICT, an Idaho recreation district

Date: 9/19/17 By: _____

Jim Keating
Executive Director

FOR THE PURPOSES OF PARAGRAPH 7, 8, 13 ONLY:

"SVSEF"

SUN VALLEY SKI EDUCATION FOUNDATION, INC.,
an Idaho non-profit corporation

Date: 9/20/17

By: _____
Sam Adicoff
Executive Director

Exhibit A

Vicinity Map with City of Hailey Parcels

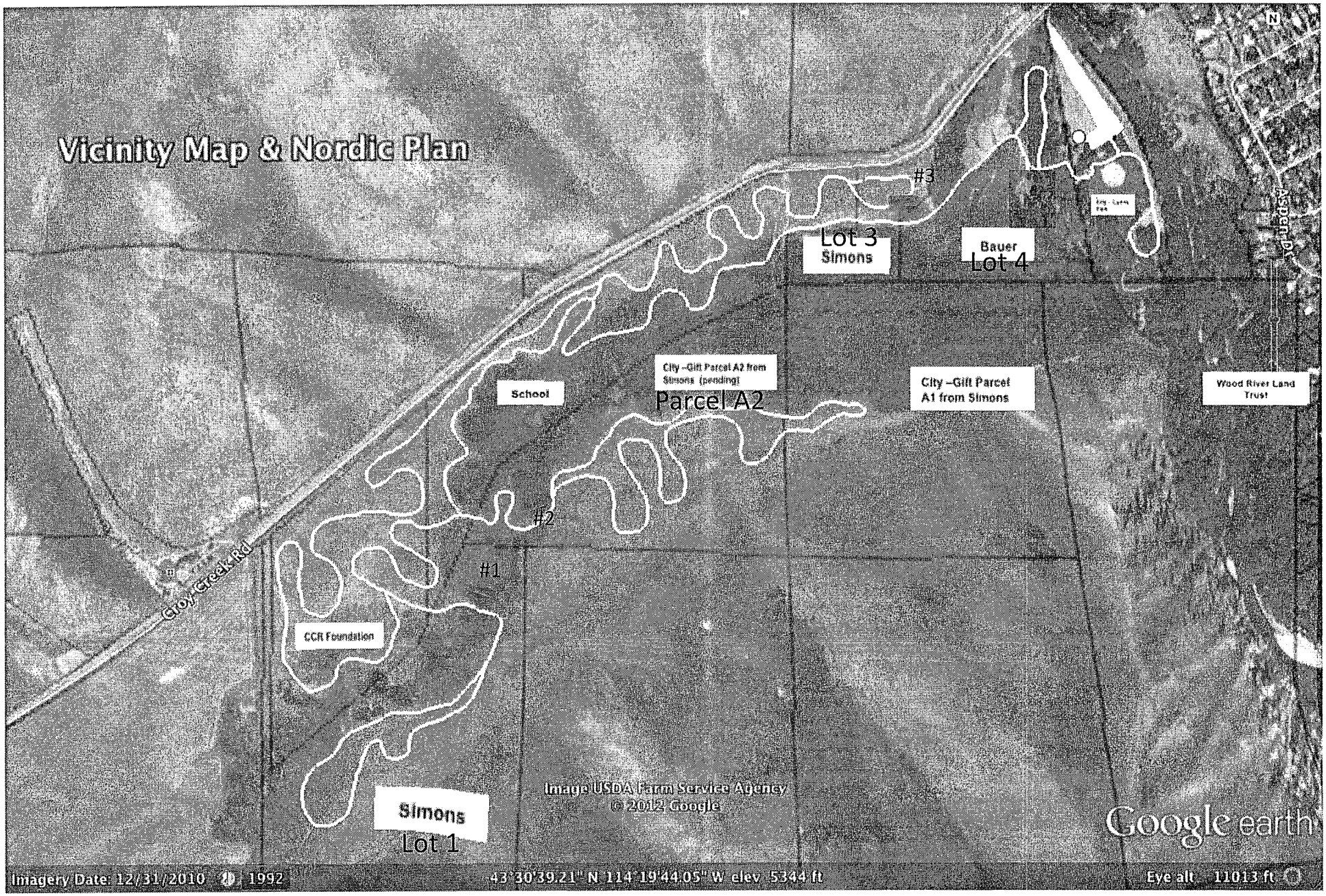
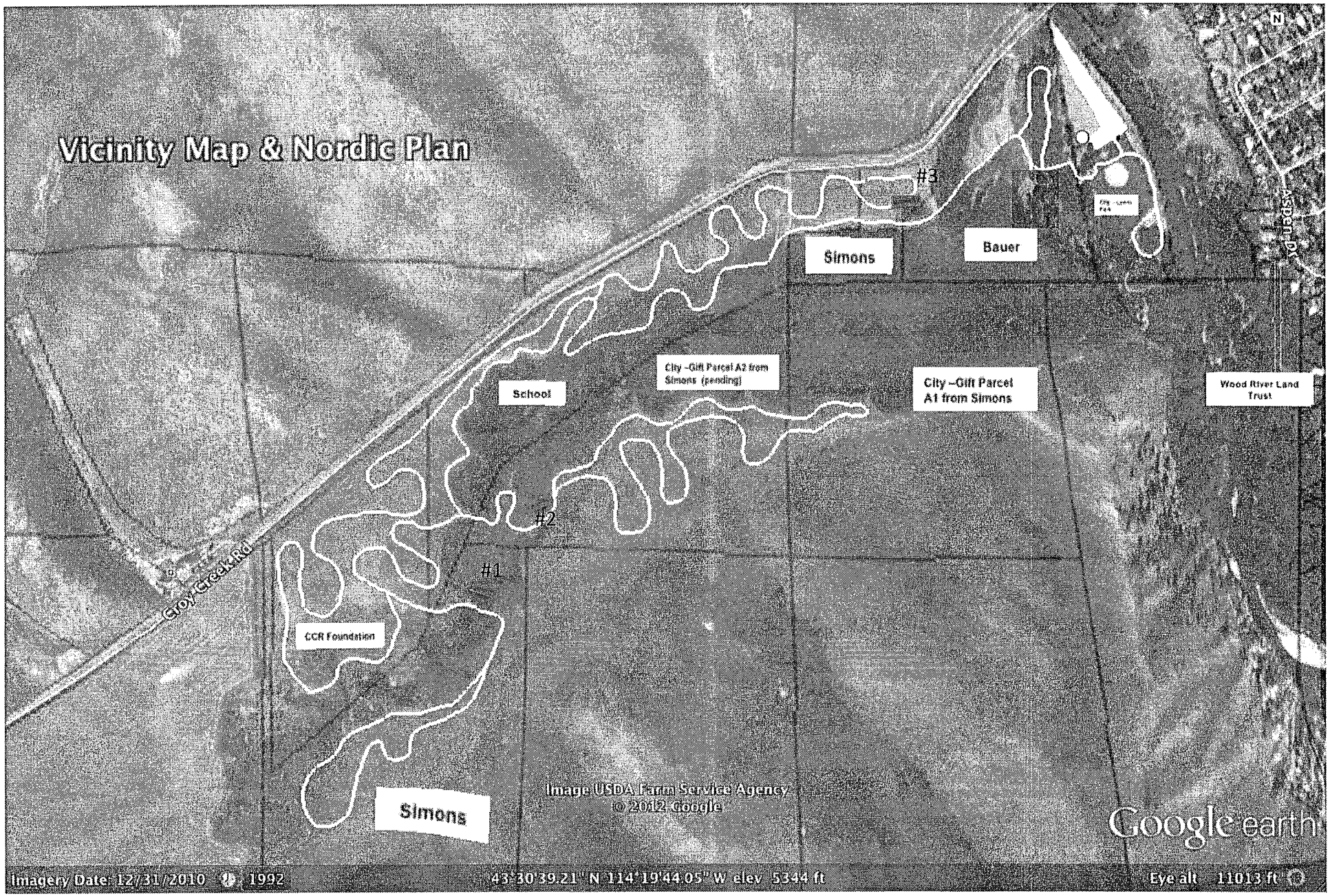


Exhibit B

Management Plan/Proposed Trail Locations



All fees for trail access designated by Board of BCRD and Galena & Trails Advisory Committee. Trail fees and donations help to sustain costs of operation including gasoline, grooming, grooming equipment, etc. Patrons can access the trails with a season pass or a day pass. Planned fee schedule for 2017/2018 season included below.

2017-2018 Pricing Outlook	2017-2018		
	Base	Tax	Net
Pricing			
Adult Season	$255.0	$15.3	$270.3
Adult Season Discount	$205.0	$12.3	$217.3
SV Combo Season Discount (BCRD only)	$185.1	$13.9	$199.0
SV Combo Season Regular (BCRD only)	$227.9	$17.2	$245.0
Youth 13-17	$0.0	$0.0	$0.0
Youth <13	$0.0	$0.0	$0.0
Dog	$49.0	$2.9	$51.9
Quigley/Croy only	NA	NA	NA
Adult Day	$16.0	$1.0	$17.0
Quigley/Croy Only Day	$9.4	$0.6	$10.0
Youth Day 13-17	$4.7	$0.3	$5.0
Youth <13 Day	$0.0	$0.0	$0.0
Dog Day	$4.7	$0.3	$5.0
Snowshoe	$4.7	$0.3	$5.0
3 Day	$37.6	$2.7	$45.0
SVNF 9 day pass	$45.6	$3.4	$49.0
Week Pass		$6.2	$89.0

*All fees marked TBD will be completed per final BCRD board review and contract completion with Sun Valley Company by end of October 2017.

Grooming Operations

The BCRD intends to host one Pisten Bully on the Lyons Park property and use bully to groom on all properties included in the Proposed Trails plan. At times, the BCRD will utilize a snow machine to supplement the Pisten Bully for additional grooming needs. Grooming of the Trails will be completed and performed by a BCRD employee and target grooming schedule is once every two days pending snow and weather conditions and amount of available snow. BCRD Director of Trails and Facilities, Eric Rector, will oversee and be responsible for entire Croy Nordic proposed operation.

Additional Trail Operations

The BCRD intends to monitor the trails and provide safety, courtesy, and education through the BCRD volunteer courtesy patrol. This group is fully trained in safety and trail operations under supervision of BCRD staff and provide presence daily on the trailheads and on the trails. Target volunteer group includes approximately 30 personnel for the 2017-2018 season.

All trails under BCRD Nordic management (total about 160km) are managed together and grooming, weather and other information is documented at www.bcrd.org and specific winter www.trailink.org website under the main bcrd.org web property.

Site Readiness

The BCRD, in preparation for the proposed 2017-2018 season will perform the following tasks to ensure site readiness for the entire Croy Nordic proposed winter trail system:

1. Construction and placement of yurt warming hut in Lyons park property site.
2. Placement of SVSEF temporary training trailer in Lyons Park property site out of floodway and per location approved by Hailey Public Works department.
3. Creation and continued plowing of parking area/trailhead in Lyons Park property site per approval of City of Hailey.
4. Mowing of trail corridors, where merited, as designated in proposed trail plan in all associated properties. Mowing will target a 16 foot width and target mowing height of about 6 inches above ground.
5. Place posts and close off both entrances to Bauer/Simons property during winter grooming operations.
6. Perform needed earthwork on Simons Lot 3 and School District property sites to enable a properly graded road surface above and directly to north of riparian area.
7. Construct and place three lodge pole pine snow bridges in three locations marked in Exhibit A. Bridges constructed to specifications outlined in County Conditional Use Permit and County Floodplain Conditional Use Permit.
8. Trash and major litter removal on Bauer site in area directly bordering Lyons Park.
9. Creation and placement of trailhead signage and appropriate wildlife awareness signage near trailhead on Lyons Park property.
10. Installation of dumpster and responsibility for single portable bathroom installation.
11. Avoid Animal Shelter building envelope with existing trails and trail design. (about 1km of trail loss expected this season)

The BCRD will continue to execute and maintain all relevant tasks ongoing.

BCRD
Pursue the Active Life
CROY NORDIC
9 km
GROOMED SKI TRAILS ARE LOCATED ON PRIVATE PROPERTY. BCRD PASS REQUIRED.
Hailey
CARBONATE MOUNTAIN
Sledding Hill
LION'S PARK
BULLION ST
CROY ST
RIVER STREET
MAIN STREET
75
BILL'S BYWAY
SYSEF
China Gardens
ASPEN DR
CEDAR ST
Bow Bridge
Sherwood Forest
Della View
Cedar Bend
CROY CREEK ROAD
Croy Creek
FREEWAY
FRIEDMAN'S
Animal Shelter of the WRV
DRAPER WOOD RIVER PRESERVE (WRLT)
DELLA MTN
0
.5
1
km
Groomed Ski Trail
Dog Trail (groomed for skiing)
Nature Trail (not groomed for skiing)
Designated Parking Area
Dogs Allowed
No Dogs Allowed
Restrooms
Yurt
No Motorized Vehicles on Ski Trails
Groomed Trails for Skiing Only
Croy Nordic Ski Trails are made possible through a partnership with the City of Hailey, Blaine County, and other private land owners.
©2016 E.B. Phillips for the BCRD.

EXHIBIT C

ORIGINAL

BLAINE COUNTY PLANNING AND ZONING COMMISSION
Public Hearing Date: August 25, 2016

Regarding the application of: Blaine County Recreation District for an extension of a Conditional Use Permit for an Outdoor Recreation Facility, consisting of Nordic ski trails and associated activities and structures in the Croy Canyon area.	**Findings of Fact and Decision**

Requested action: A public hearing and consideration of the extension of the conditional use permit (CUP) granted August 21, 2012 for an Outdoor Recreation Facility. The CUP permits the operation of a Nordic ski area and events, with approximately 7 to 8 kilometers of trails, the Sun Valley Ski Education Foundation (SVSEF) warming hut, BCRD yurt, Ski School programming, beginner ski area and sledding hill, and associated parking. The location is Lots 1-4, Cory Canyon Ranch Subdivision I, ; Lot 1, Parcel A1, and Parcel A2, Croy Canyon Ranch Subdivision II; Tax Lot 2726 (Lion's Park), within Sections 8, 9, 16 and 17 of T2N, R18E, BM. The property is zoned Residential/ Agricultural District (R-5) with areas of Floodplain, Wetlands, Avalanche, and Mountain Overlay.

Summary: Condition 12 from the Findings of Fact dated August 21, 2012 says: "At the discretion of the Commission, the permit may be extended beyond this 4 year permitted period and shall be subject to a public hearing before commencing operation for a fifth year. The Applicant shall not be required to file a new application provided the operation is essentially the same as described, but shall be responsible for noticing information and fees. Substantial changes will require a new application. If approved, the County may modify conditions attached to the permit and/or may delete or require new conditions as a result of its public hearing and evaluation."

Representative(s): Eric Rector and Jim Keating, Blaine County Recreation District

Applicable Regulations: Blaine County Zoning Ordinance Chapters 2, 7, 17, 25
Blaine County Comprehensive Plan

Section I. Application, Notice, Exhibits & General Facts:

1. **Application:** A request for an extension of the CUP was received at Land Use and Building Services on May 24, 2016.

2. **Notice:** Public notice for this application was as follows:
   A. Legal notice was published in the Idaho Mountain Express on August 10, 2016.
   B. Notice was mailed on August 9, 2016, to all Blaine County political subdivisions including City of Hailey.
   C. Notice was mailed on August 9, 2016, to surrounding landowners within 300' of the exterior boundaries of the property.
   D. Posted on subject property by August 18, 2016, as evidenced by affidavits in file, which is seven days prior to the hearing.

Pursuant to Idaho Code §67-6512 and Blaine County Zoning Ordinance regulations, the Planning and Zoning Commission shall review the above notice procedures and make a finding as to compliance with the requirements of Blaine County Zoning Ordinance §9-25-3

▶ **Motion:** Upon motion by Commissioner Pynn, second by Commissioner Murphy, and by a vote of 6-0 (Dick Fosbury absent), the Commission finds notice to be adequate and in compliance with I.C. §67-6512 and §9-25-4 of the Zoning Ordinance.

3. **Background:** The BCRD has successfully notified the County each year of the continuing intent to operate the Nordic skiing area per condition 11c of the Findings of Fact dated August 21, 2012. The County has verified that activities and general operation has remained consistent with the approved plan for the Outdoor Recreation Facility.

4. **The following information and exhibits are attached hereto:**

EXHIBITS A: APPLICANT SUBMITTALS

- **A-1** Written request for extension of the CUP from Jim Keating of the BCRD.
- **A-2** Vicinity Map & Nordic Plan.
- **A-3** Maps of property owners within 300 feet and labels.

EXHIBITS B: AGENCY COMMENTS

- **B-1** Mariel Miller, City of Hailey Public Works Director, comments.
- **B-2** Mike McDonald, Idaho Fish & Game, comments and corresponding maps of Elk and Mule Deer wintering ranges and migration.

EXHIBITS C: BLAINE COUNTY SUPPLEMENTAL MATERIALS

- **C-1** Building permit #2012-081 for BCRD yurt.
- **C-2** SVSEF trailer proposed relocation map.
- **C-3** John Cenarrusa, Blaine County Weed Department Superintendent, comments on weed mitigation for various properties within Croy Canyon.
- **C-4** 2015-2016 BCRD Cory Nordic CUP annual renewal memo from Kathy Grotto, Senior Planner
- **C-5** 2014-2015 BCRD Cory Nordic CUP annual renewal memo from Kathy Grotto, Senior Planner
- **C-6** 2013-2014 BCRD Cory Nordic CUP annual renewal memo from Kathy Grotto, Senior Planner
- **C-7** Blaine County Recreation District Outdoor Recreational Facility Conditional Use Permit Signed Findings of Fact and Decision dated August 21, 2012.

5. **Site Visit:** A site visit was conducted by staff on July 20, 2016.

6. **Weeds:** A large amount of thistles has been observed by staff in several areas throughout the properties encompassed in the Nordic skiing area. It has been determined that the presence of Noxious weeds originates from the staging and migration of the sheep through the property. BCRD mows the approved ski route on an annual basis, which is an approved form of weed mitigation. County staff is currently working with the various property owners to mitigate the weeds outside of the ski route. Refer to Exhibit C-3, John Cenarrusa, BCWD Superintendent, comments.

7. **Sun Valley Ski Education Foundation (SVSEF) Trailer Location:** Staff recommended a new location for the SVSEF trailer. The previously permitted location was within the regulated floodway at the request of the City of Hailey in order to avoid space conflicts with the operation of annual snow storage at Lions Park. According to Chapter 17-5(B) Floodway Subdistrict Use Regulations of Title 9, Zoning Regulations, the following is prohibited:
§9-17-5(B) 3. Prohibited Uses: Any encroachment into the floodway including fill, new construction,

substantial improvements or modifications, stream alterations or other development that would cause any increase in velocity of the stream or increase of the 100-year flood level, thus jeopardizing the county's eligibility in the federal flood insurance program or cause adverse impacts including to areas downstream, upstream or across stream, or any use located within a wellhead protection area that may adversely affect a potable water source.

This section of Blaine County Code supports relocating the trailer as there is no defined exemption of temporary encroachments. Staff requested that the applicant relocate the trailer to a new location outside of the regulated floodway. Refer to Exhibit C-2, SVSEF trailer proposed relocation map. The applicant has agreed to the new location, however, the City of Hailey has commented that a suitable location outside of the floodway will be acceptable but may not be consistent with the proposed location.

Section II. Evaluation of previously applied conditions of approval for the Misc. Conditional Use Permit

The following conditions of approval for the CUP Decision dated August 21, 2016 are as follows:

1. ***The applicant shall comply with all applicable zoning, building, fire and health district regulations, including those set forth in the Wood River Fire & Rescue letter of July 24, 2012.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval.

2. ***The applicant shall notify the County in writing any changes to operational procedures and/or facilities, for an administrative review to determine if they are substantial enough, individually or cumulatively, to warrant a new hearing and notice, and consideration and decision by the Commission.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval.

3. ***The applicants shall apply for and obtain a building permit prior to commencement of the installation of the yurt.***
   - **FINDING:** Applicant obtained building permit prior to construction of yurt. The Commission agreed to remove this condition of approval.

4. ***Skier parking shall be kept separate from the snow storage operations of the City of Hailey. BCRD shall work with the City to mitigate potential parking and ingress/egress conflicts by signage, fencing, or other means.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval.

5. ***Adequate receptacles for pet waste shall be provided.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval.

6. ***Wetland/riparian disturbance shall be limited to mowing, cutting and placement of bridges.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval.

7. ***Removal of the SVSEF trailer and the dumpster shall occur at the end of the ski season. All areas utilized shall be left in a clean condition.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval.

8. ***The application shall be reviewed by Idaho Department of Fish and Game and the applicant shall work with that department to mitigate potential fish and wildlife conflicts.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval but modify the wording. Wording shall be as follows, "The applicant shall work with Idaho Department of Fish & Game to mitigate potential wildlife conflicts."

9. ***The applicant shall work with the appropriate County entities (Road and Bridge and Sheriff's Departments) regarding signage prohibiting parking along Croy Creek Rd.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval.

10. ***Adequate permit and relevant conditions shall be administratively reviewed after each ski season. Review shall include but not be limited to:***
    a. ***Evaluation of wetland and riparian vegetation including locations where the trails cross the streams and other sensitive wetland areas including the meadow immediately west of Lion's Park, as documented by photographs before and after the ski season.***
    b. ***Evaluation of weed growth in disturbed areas. Non-toxic weed mitigation is recommended, in consultation with the land owner.***
   - **FINDING:** In compliance. The Commission agreed to retain this condition of approval.

11. ***Approval is granted for a period of up to four (4) years provided:***
    a. ***The operation is conducted in the same manner as described in this application;***
    b. ***Administrative review confirms compliance with all conditions;***
    c. ***The applicant notifies the County each year of its intent to operate the next winter season.***
   - **FINDING:** In compliance. The Commission agreed to retain a modified version of this condition of approval. The Commission omitted the time restriction on the extension but added additional conditions pertaining to complaints and changes of use.

12. ***At the discretion of the Commission, the permit may be extended beyond this 4 year permitted period and shall be subject to a public hearing before commencing operation for a fifth year. The Applicant shall not be required to file a new application provided the operation is essentially the same as described, but shall be responsible for noticing information and fees. Substantial changes will require a new application. If approved, the County may modify conditions attached to the permit and/or may delete or require new conditions as a result of its public hearing and evaluation.***
   - **FINDING:** In compliance. The Commission agreed to remove this condition of approval.

Section III. Decision and Conditions:

▶ Motion: Having considered the information presented and the above criteria, the Planning & Zoning Commissioners upon a motion by Commissioner Murphy, a second by Commissioner Martin, and a 6 to 0 vote (Commissioner Fosbury absent), approves the request of the Blaine County Recreation District to extend the conditional use permit granted August 21, 2012 for the Outdoor Recreation Facility, to continue operation of the existing Nordic ski area subject to the following conditions of approval:

1. *The applicant shall comply with all applicable zoning, building, fire and health district regulations, including those set forth in the Wood River Fire & Rescue letter of July 24, 2012.*
2. *The applicant shall notify the County in writing any changes to operational procedures and/or facilities, for an administrative review to determine if they are substantial enough, individually or cumulatively, to warrant a new hearing and notice, and consideration and decision by the Commission.*
3. *Skier parking shall be kept separate from the snow storage operations of the City of Hailey. BCRD shall work with the City to mitigate potential parking and ingress/egress conflicts by signage, fencing, or other means.*
4. *Adequate Receptacles for pet waste shall be provided.*
5. *Wetland/riparian disturbance shall be limited to mowing, cutting and placement of bridges.*
6. *Removal of the SVSEF trailer and the dumpster shall occur at the end of the ski season. All areas utilized shall be left in a clean condition.*
7. *The applicant shall work with the appropriate County entities (Road and Bridge and Sheriff's Departments) regarding signage prohibiting parking along Croy Creek Rd.*
8. *The SVSEF trailer shall be relocated to an area outside of the regulated floodway or a document from a licensed engineer stating that the temporary structure would not cause any increase in velocity of the stream or increase of the 100-year flood level shall be provided to the Blaine County Land Use office.*
9. *Adequate permit and relevant conditions shall be administratively reviewed after each ski season. Review shall include but not be limited to:*
    a. *Evaluation of wetland and riparian vegetation including locations where the trails cross the streams and other sensitive wetland areas including the meadow immediately west of Lion's Park, as documented by photographs before and after the ski season.*
    b. *Evaluation of weed growth in disturbed areas. Non-toxic weed mitigation is recommended, in consultation with the land owner.*
10. *Approval is granted in definitely provided:*
    a. *The operation is conducted in the same manner as described in this application;*
    b. *Administrative review confirms compliance with all conditions;*
    c. *The applicant notifies the County each year of its intent to operate the next winter season.*
    d. *There are no complaints received. If complaints are received, a review of the permit and public hearing may be required as determined by the Administrator.*
    e. *Substantial changes may require a new permit.*
11. *The applicant shall work with the Idaho Dept. of Fish & Game to mitigate potential wildlife conflicts.*

IT IS SO ORDERED.

DATED this 19TH day of September, 2016

BLAINE COUNTY PLANNING AND ZONING COMMISSION

By: Michael V. O'Farrell
Mike O'Farrell; Chairman

Notice pursuant to I.C. 67-6535(c): The owner of the property subject to this application and decision may request regulatory taking analysis pursuant to I.C. 67-8003.

CERTIFICATE OF MAILING

The undersigned person hereby certifies that on the 19th day of September, 2016, she served a true and correct copy of the foregoing document by depositing the same in the U.S. Mail addressed as follows or by service otherwise as noted:

Eric Rector
Blaine County Recreation District
1050 Fox Acres Rd, #107
Hailey, ID 83333

Jim Keating, Director
Blaine County Recreation District
1050 Fox Acres Rd, #107
Hailey, ID 83333

Tina Lewis
Staff

LEGEND

- LION'S PARK PROPERTY LINE
- FEMA FLOODWAY LINE
- FEMA BASE FLOOD ELEVATION LINE
- 2' CONTOUR INTERVAL

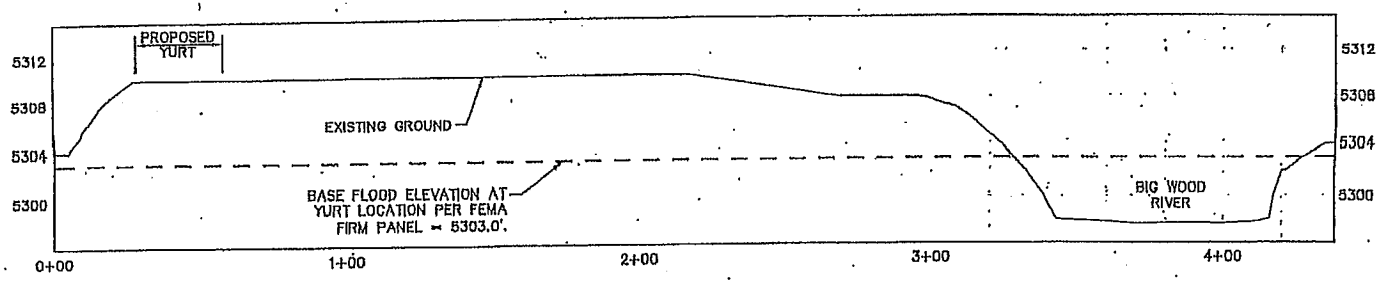
NOTES

1. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, (UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 PANEL NO. 16013C 0604 E DATED NOVEMBER 26, 2010. VERTICAL DATUM IS NAVD88.
2. THE ENTIRE AREA FALLS WITHIN THE FLOODPLAIN. THE LOCATION OF THE PROPOSED YURT IS JUST OUTSIDE OF THE FLOODWAY.
3. THE ELEVATION OF THE EXISTING GROUND AT THE LOCATION OF THE PROPOSED YURT IS 5309-5310. THE FEMA BASE FLOOD ELEVATION AT THIS LOCATION IS 5303.

GRAPHIC SCALE

40 0 20 40 60

1 inch = 40 ft.



PROFILE THROUGH YURT

PROFILE SCALE: HORIZ. 1"=10', VERT. 1"=40'

NO	DATE	BY	REVISIONS

GALENA ENGINEERING INC.

CIVIL ENGINEERS & LAND SURVEYORS
660 SECOND AVENUE NORTH
P.O. BOX 428
KETCHUM, IDAHO 83340
(208) 726-4720
(208) 726-1705 FAX
EMAIL: galena@galena-engineering.com

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

DESIGNED BY	DATE
BMF	07/23/12
DRAWN BY	DATE
CHECKED BY	DATE

A CUP CROSS SECTION DRAWING FOR

BCRD YURT AT LION'S PARK

WITHIN SECTION 9, T.2N., R.18E., B.M., BLAINE COUNTY, IDAHO

PREPARED FOR THE BLAINE COUNTY RECREATION DISTRICT

PROJECT INFORMATION
P:\gdskproj\958-48\dwg\Boundary-Plat\Lions Park yurt FP CUP Permit.dwg 7/23/2012 11:45:57 AM MDT

SHEET 1 OF 1

EXHIBIT D

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
American Specialty Insurance & Risk Services, Inc.	PHONE (A/C, No, Ext): 260-969-5203	FAX (A/C, No): 260-969-4729
	E-MAIL ADDRESS:	
7609 W. Jefferson Blvd., Suite 100	INSURER(S) AFFORDING COVERAGE	NAIC #
Fort Wayne IN 46804	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED	INSURER B : RSUI Indemnity Company	22314
United States Ski and Snowboard Association	INSURER C :	
One Victory Lane	INSURER D :	
	INSURER E :	
Park City UT 84060	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1001471372 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: OTHER	Y		PHPK1677898	07/01/2017	07/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 5,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	PHUB591217	07/01/2017	07/01/2018	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Following Form Liability	N	N	NHA076075	07/01/2016	07/01/2017	EACH OCCURRENCE GENERAL AGGREGATE	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage applies to SUN VALLEY SKI EDUCATION FOUNDATION, P.O. BOX 203, SUN VALLEY, ID 83353.

- The Certificateholder shall be an Additional Insured but only with respect to liability arising out of the negligent acts or omissions of the Named Insured in accordance with the provisions and limitations of Form PI-AM-002 - Addtional Insured Certificateholders with respect to SUN VALLEY SKI EDUCATION FOUNDATION from July 01, 2017 through June 30, 2018.

CERTIFICATE HOLDER

CITY OF HAILEY

115 MAIN STREET

HAILEY ID 83333

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Drew Smith

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
American Specialty Insurance & Risk Services, Inc.		United States Ski and Snowboard Association One Victory Lane Park City, UT 84060
POLICY NUMBER		
PHPK1677898		
CARRIER	NAIC CODE	
Philadelphia Indemnity Insurance Company	18058	EFFECTIVE DATE: 07/01/2017

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001471372

- The Umbrella policy contains a Self Insured Retention of $10,000. The General Liability policy is subject to a $25,000 per occurrence Self-Insured Retention with no annual aggregate.
- * Per Insured entity as defined by the policy.

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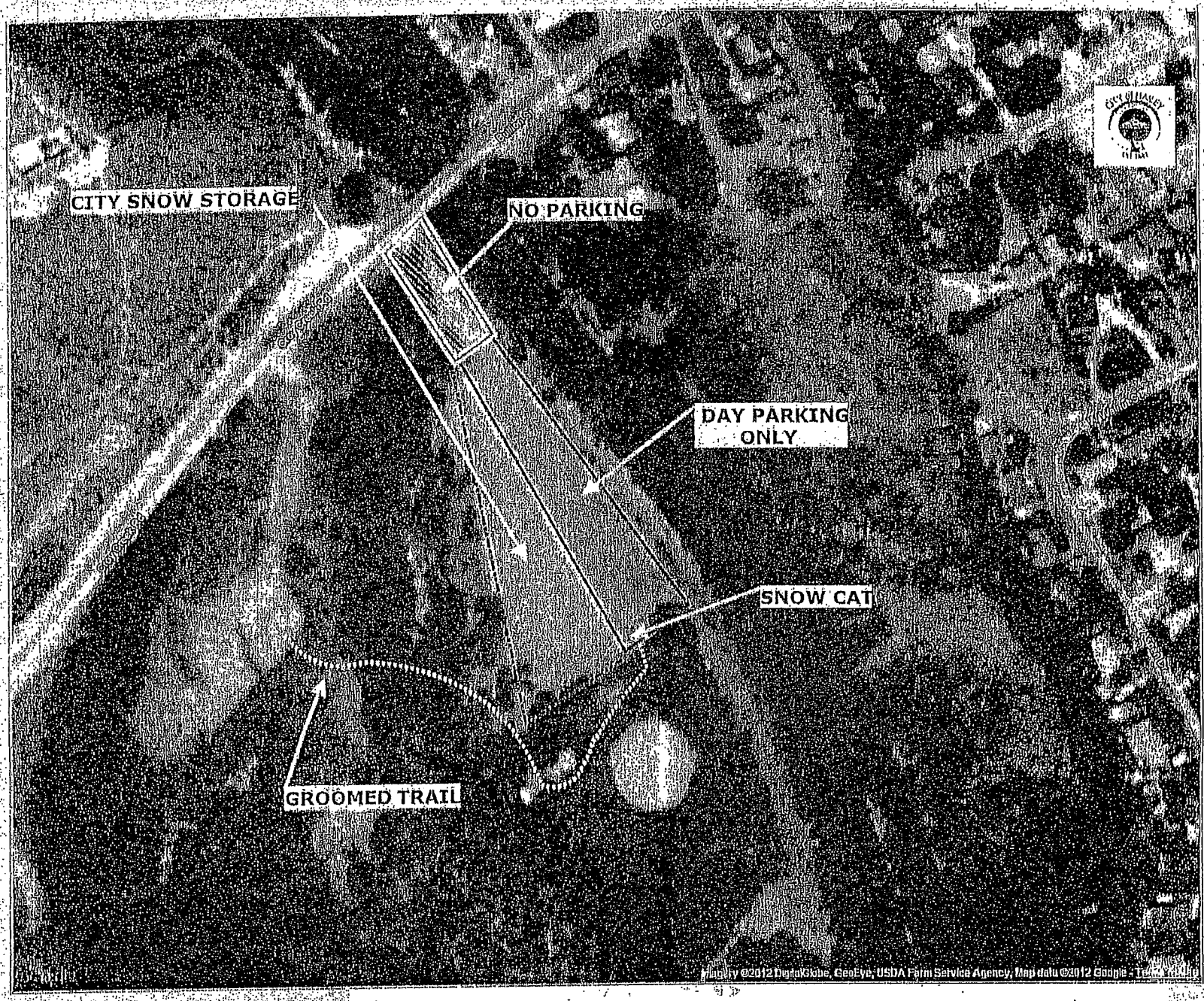
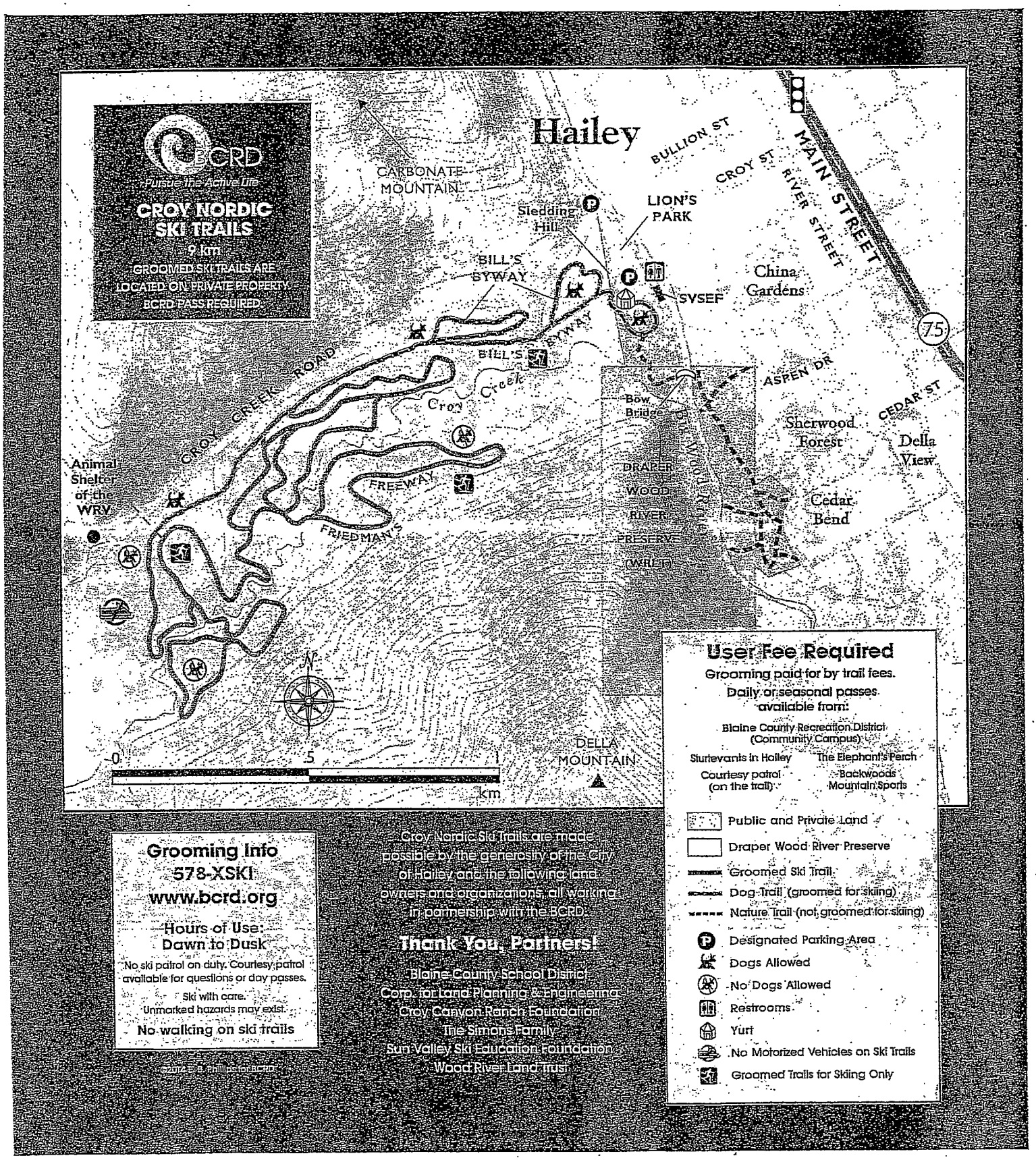
EXHIBIT E


CITY SNOW STORAGE
NO PARKING
DAY PARKING ONLY
SNOW CAT
GROOMED TRAIL


BCRD
Pursue the Active Life
CROY NORDIC SKI TRAILS
9 km
GROOMED SKI TRAILS ARE LOCATED ON PRIVATE PROPERTY.
BCRD PASS REQUIRED.
Hailey
CARBONATE MOUNTAIN
BULLION ST
CROY ST
MAIN STREET
RIVER STREET
Sledding Hill
LION'S PARK
BILL'S BYWAY
China Gardens
SVSEF
75
ASPEN DR
CEDAR ST
Bow Bridge
Sherwood Forest
Della View
DRAPER WOOD RIVER PRESERVE (WRP)
Cedar Bend
Animal Shelter of the WRV
CROY CREEK ROAD
Croy Creek
FREEWAY
FRIEDMAN'S
DELLA MOUNTAIN
0
5
1
km
User Fee Required
Grooming paid for by trail fees.
Daily or seasonal passes available from:
Blaine County Recreation District (Community Campus)
Sturtevants in Hailey
The Elephant's Perch
Courtesy patrol (on the trail)
Backwoods Mountain Sports
Public and Private Land
Draper Wood River Preserve
Groomed Ski Trail
Dog Trail (groomed for skiing)
Nature Trail (not groomed for skiing)
Designated Parking Area
Dogs Allowed
No Dogs Allowed
Restrooms
Yurt
No Motorized Vehicles on Ski Trails
Groomed Trails for Skiing Only
Grooming Info
578-XSKI
www.bcrd.org
Hours of Use:
Dawn to Dusk
No ski patrol on duty. Courtesy patrol available for questions or day passes.
Ski with care.
Unmarked hazards may exist.
No walking on ski trails
Croy Nordic Ski Trails are made possible by the generosity of the City of Hailey and the following land owners and organizations, all working in partnership with the BCRD.
Thank You, Partners!
Blaine County School District
Corp. for Land Planning & Engineering
Croy Canyon Ranch Foundation
The Simons Family
Sun Valley Ski Education Foundation
Wood River Land Trust

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/25/17 **DEPARTMENT: Public Works** **DEPT. HEAD SIGNATURE: MM**

SUBJECT: Motion to approve Resolution 2017-94 approving the ITD State/Local Agreement for River Street design from Walnut to Galena Streets and authorizing the mayor to sign the agreement and approve a separate and initial payment to the State in the amount of $9000.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

State/Local Agreement for Design: The State/Local Agreement for design of the River Street project is attached for review and approval. The agreement contains the following:

- The City is required to pay $9000 to the State for their work and review of this project.
- The grant funds are federal aid funds, and therefore the city is required to comply with the applicable sections of Title 23 and Title 28 of the U.S. Code.
- The responsibilities of, and coordination between, the city and the Idaho Transportation Department during construction of the project.
- The federal participation is contingent upon 100% project completion.
- The state is a governmental agency, and the agreement in no way binds or obligates the state "beyond the term of any particular appropriation of funds" at the federal or state level as may exist from time to time.
- The total estimated cost of design and construction, and the corresponding federal and city shares. City match is 7.34% or $160,452.40. Total estimated project costs are $2,186,000
- Securing the services for design must be done in accordance with ITD's guidelines.

The attached agreement is for design. Construction is tentatively scheduled for 2021 or 2022.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
City's match for this project is $160,452.40, a portion of which would be provided by URA.

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 2017-94 approving the ITD State/Local Agreement for River Street design from Walnut to Galena Streets and authorizing the mayor to sign the agreement and approve a separate and initial payment to the State in the amount of $9000.

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. 2017-096

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE STATE/LOCAL AGREEMENT WITH IDAHO TRANSPORTATION DEPARTMENT, FOR IDAHO TRANSPORTATION INVESTMENT PROGRAM FEDERAL-AID PROJECT NO. A018(807), DESCRIBED AS RIVER STREET; FROM WALNUT STREET TO GALENA STREET.

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho Transportation Department under which Idaho Transportation Department will provide the Grant funds of $2,025,547.60 and the City of Hailey will provide $160,452.40 as match for sidewalks, bike lanes, parking and other infrastructure changes in the City of Hailey.

WHEREAS, the City of Hailey and Idaho Transportation Department have agreed to the terms and conditions of the State/Local 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 State/Local Agreement between the City of Hailey and Idaho Transportation Department and that the Mayor is authorized to execute the attached Agreement,

Passed this _____ day of September, 2017.

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A018(807)
RIVER STREET; WALNUT STREET TO GALENA STREET
BLAINE COUNTY
KEY NO. 18807

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the IDAHO TRANSPORTATION BOARD, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF HAILEY**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A018(807), described as River Street; Walnut Street to Galena Street. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.

2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:

   a. Project Development - $223,000
      - (PE-$9,000 , PL-$65,000 , PC-$149,000)
   b. Right-of-Way - $0
   c. Utilities - $37,000
   d. Construction Engineering - $322,000
      - (CE-$9,000 , CL-$71,000 , CC-$161,000 & Cont.-$ 81,000)
   e. Construction - $1,604,000
   f. Total Estimated Project Costs - $2,186,000

3. The Sponsor's match for this project will be provided as follows:

   a. Cash in the amount of 7.34% percent of the entire project (current estimate $160,452.40);

4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: http://itd.idaho.gov/manuals/ManualsOnline.htm.

6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:

   a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.

   b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.

   c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.

d. Provide a hearing officer to conduct a formal public hearing as necessary.

e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.

f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.

g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.

h. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.

i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.

j. Print and assemble plans, special provisions, specifications and contracts.

k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.

2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.

3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.

5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **NINE THOUSAND DOLLARS ($9,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.

3. With the assistance of the State, hire a consultant for development of the project.

4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.

5. Advertise for formal public hearing if required.

6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.

7. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.

8. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.

9. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.

10. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.

11. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.

12. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.

13. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.

14. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all

relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

15. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.

16. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

17. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.

18. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.

19. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to

Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

20. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

21. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Hailey.

IDAHO TRANSPORTATION DEPARTMENT

_____
Engineering Services
Division Administrator

ATTEST:

CITY OF HAILEY

_____
City Clerk

_____
Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: DW 9/11/17
hm: 18807 SLAPD.docx

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the Consultant until they have achieved compliance;
   - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
   - Cancellation, termination or suspension of the Agreement, in whole or in part;
   - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination 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. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures
This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure
Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or
b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions
In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/25/2017 **DEPARTMENT: Admin** **DEPT. HEAD SIGNATURE: MHC**

SUBJECT:

Motion to approve Resolution 2017-097, authorizing a contract for services agreement with Animal Shelter of the Wood River Valley to provide sheltering services for dogs and cats impounded from within the city limits of the City of Hailey, for an annual amount of $16,000

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Animal Shelter of the Wood River Valley and the City of Hailey have used a flat fee agreement for impound services for the past several years. The agreement amount has stayed constant at $16,000.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

$16,000 is budgeted in the Legislative budget.

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 2017-097, authorizing a contract for services agreement with Animal Shelter of the Wood River Valley to provide sheltering services for dogs and cats impounded from within the city limits of the City of Hailey, for an annual amount of $16,000

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. 2017-097

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH THE ANIMAL SHELTER OF THE WOOD RIVER VALLEY.

WHEREAS, the City of Hailey desires to enter into an agreement with the Animal Shelter of the Wood River Valley under which services shall be performed to impound and care for animals delivered to the Animal Shelter of the Wood River Valley from within the city limits of Hailey.

WHEREAS, the City of Hailey and The Animal Shelter of the Wood River Valley 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 The Animal Shelter of the Wood River Valley and that the Mayor is authorized to execute the attached Agreement,

Passed this 25th day of September, 2017.

City of Hailey

_____

Fritz X. Haemmerle, Mayor

ATTEST:

_____

Mary Cone, City Clerk

CITY OF HAILEY IDAHO - CONTRACT FOR SERVICES
ANIMAL SHELTER OF THE WOOD RIVER VALLEY

THIS AGREEMENT is in effect from October 1, 2017 to September 30, 2018, by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "The City" and The Animal Shelter of the Wood River Valley, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as "The Animal Shelter".

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.

2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.

3. The Animal Shelter is willing to provide facilities and services for the care and safe housing of animals found in the City of Hailey that are impounded by the City animal control officer, city law enforcement, or taken to the shelter by citizens.

4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.

5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by the Animal Shelter. The flat fee shall reasonably reflect the level of service provided by the Animal Shelter, including but not limited to, the numbers and types of animals from the City of Hailey, and may be adjusted annually during the county's budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be from October 1, 2017 until September 30, 2018.

2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with the Animal Shelter submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.

3. RECEIPT AND HOUSING OF ANIMALS: The Animal Shelter hereby agrees to receive, house and feed all animals found in the City and delivered to The Animal Shelter by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract.

Any officer or citizen delivering an animal found in The City of Hailey The Animal Shelter must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of the Animal Shelter is 50 dogs and 50 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event the Animal Shelter shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.

4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven day impoundment period, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten The Animal Shelter's ability to maintain a healthy animal population.

   If within the seven day impound period, The Animal Shelter determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at the Animal Shelter that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip or a collar with identification tags, but no current license tag the Animal Shelter will check for current licensing and vaccination status within its database. If no current license is found the Animal Shelter will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: The Animal Shelter agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

   The City authorizes the Shelter to collect impound fees for animals impounded or taken up pursuant to this Agreement. The Animal Shelter agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, The Animal Shelter shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by The Animal Shelter according to the terms of this contract, the City shall pay the Animal Shelter a total sum of $16,000 for the fiscal year 2018 to be paid in quarterly installments of $4,000 a quarter. In addition, the City shall allow all revenues generated from The Animal Shelter's sale of dog licenses for The City and the collection of impound fees from pet

owner's retrieving their animals to remain with the Shelter. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.

8. QUARTERLY REPORTS: The Animal Shelter shall provide the City with quarterly reports that include the following information:

   a) Numbers and types of animals impounded;

   b) Location of animal pickup. Any officer or citizen delivering an animal to The Animal Shelter shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Hailey borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.

   c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.

      i) The Animal Shelter shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.

   d) Veterinary and euthanasia statistics

9. INDEMNIFICATION: The Animal Shelter agrees fully to indemnify, save and hold harmless The City and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of The Animal Shelter, its agents, subtenants, or employees in the operation of the Shelter and the dispatch of the obligations incurred under this Agreement. The City agrees to fully indemnify, save and hold harmless The Animal Shelter, its Board of Directors, officers, agents and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or rising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or part of The City, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.

10. THE ANIMAL SHELTER A PRIVATE FACILITY: The parties agree that The Animal Shelter is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by The Animal Shelter pursuant to this Agreement shall become the property of The Animal Shelter after seven days, at which time The Animal Shelter shall assume financial responsibility for the continued care and housing of the animals.

11. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.

12. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

DATED THIS _____ DAY OF September, 2017.

ANIMAL SHELTER OF
THE WOOD RIVER VALLEY

_____
Jo Anne Dixon DVM
Executive Director, ASWRV

CITY OF HAILEY, IDAHO

_____
Fritz X. Haemmerle
Mayor, City of Hailey

ATTEST:

_____
Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/25/2017 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Motion to approve Resolution 2017- 098, authorizing a contract for services agreement with Blaine County Housing Authority for FY 2017-18, 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 2017-18 Budget.

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

Our bookkeeping services will exceed the 96 hours in the current year and Hailey will invoice BCHA for the amount in excess of 96 hours, which is estimated to be approximately $750.00

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:

Motion to approve Resolution 2017- 098, authorizing a contract for services agreement with Blaine County Housing Authority for FY 2017-18, 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.

FOLLOW-UP REMARKS:

CITY OF HAILEY
RESOLUTION NO. 2017-098

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 25th day of September, 2017.

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, 2017 ("2017 Contract").

G. The Parties wish to extend the 2017 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, ARCH Community Housing Trust, and other jurisdiction managed community housing for low to moderate income households. (BCHA and ARCH to 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, by ARCH 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. Provide, at least once monthly, online newsletter with current news, tips and information about programs, activities and educational opportunities regarding community housing.

f. Maintain and update website with current activities, educational and reference information, community home opportunities, and general organizational information.

g. Update regularly the BCHA Community Housing Guidelines and provide them to jurisdictions served.

h. 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 Sustain Blaine and other 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 ARCH Community Housing Trust and other partners who may provide the following services:

   a. Development and construction of new community housing.

   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 1st day of October, 2017, and shall terminate on the 30th day of September, 2018. 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, 2017, 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 Thirty-Five Dollars ($35.00) 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	BCHA
115 S. Main Street, Suite H	Post Office Box 4045
Hailey, ID 83333	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 hereinabove, 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

By _____
Nathan Harvill
Executive Director

CITY OF HAILEY

By _____
Fritz X. Haemmerle
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: 9/25/2017 **DEPARTMENT:** Police/Admin **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Motion to approve Resolution 2017- 099, authorizing a contract for services agreement with Rick Allington to provide prosecution of misdemeanors for FY 2017-18, for an annual amount of $44,133.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey misdemeanor prosecution contract with Rick Allington expires at the end of September, 2017. 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 $44,133 was appropriated in the FY 2017-18 Budget.

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

The contract amount of $42,848 was appropriated in the FY 2016-17 Budget.

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:

Motion to approve Resolution 2017- 099, authorizing a contract for services agreement with Rick Allington to provide prosecution of misdemeanors for FY 2017-18, for an annual amount of $44,133.

FOLLOW-UP REMARKS:

CITY OF HAILEY
RESOLUTION NO. 2017-099

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 $44,133.

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 25th day of September, 2017.

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this _____ day of _____, 2017, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF HAILEY, 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 maters 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, 2017 through the 30th day of September, 2018.

3. **COMPENSATION**

A. Compensation per year of FORTY-FOUR THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS ($44,133.00) 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, 2017.

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.

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:

_____
Frederick C. Allington

CITY OF HAILEY, IDAHO

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, Hailey City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/25/17 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: MM

SUBJECT: Motion to approve Resolution 2017-100, authorizing the Mayor's signature and approval of a contract with Harmony Design & Engineering for a floodplain analysis and modeling effort to assess the impacts of the Riverside lift station access improvements and to provide a presentation to the Council on 10/2/17 on flood mitigation ideas.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Army Corps of Engineers identified the need to improve the access to the Riverside lift station. The City Engineer has created a design for that. Harmony will evaluate the floodplain using 2-D modeling to determine if the design has any adverse impacts on future or potential floods. This work is estimated to cost between $3000 and $4000, not to exceed $4000.

In addition, Harmony will present their ideas for flood mitigation projects at the Council meeting on 10/2/17. The cost for the travel, time and materials for this presentation is an amount not to exceed $800.

Attached is a contract for services and a scope of work.

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 2017-100, authorizing the Mayor's signature and approval of a contract with Harmony Design & Engineering a floodplain analysis and modeling effort to assess the impacts of the Riverside lift station access improvements and to provide a presentation to the Council on 10/2/17 on flood mitigation ideas.

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. 2017-100

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH HARMONY DESIGN AND ENGINEERING IN AN AMOUNT NOT TO EXCEED $4,800.

WHEREAS, the City of Hailey desires to enter into an agreement with Harmony Design & Engineering under which Harmony Design & Engineering will provide floodplain analysis and 2-D modeling and a presentation to the City Council on flood mitigation project ideas.

WHEREAS, the City of Hailey and Harmony Design & Engineering have agreed to the terms and conditions of the AGREEMENT, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the AGREEMENT between the City of Hailey and Harmony Design & Engineering and that the Mayor is authorized to execute the attached Agreement,

Passed this _____day of September, 2017.

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

SERVICE ORDER

HARMONY
DESIGN & ENGINEERING

Date: September 18, 2017 **Project: Hailey Greenway Floodplain Analysis**

SCOPE OF SERVICES

This scope of services includes floodplain management and analysis for the Big Wood River within the Hailey Greenway. This includes:

1. In person presentation of river management recommendations to the Hailey City Council on October 2, 2018 as outlined in the Memo to the City of Hailey and the Wood River Land Trust dated August 22, 2017.

   Fee Estimate: $800

2. Hydrologic and hydraulic analysis for the Big Wood River from Bullion Bridge to Heagle Park to assess the impact of the proposed improvements to the sewer lift station access road. A two-dimensional (2D) or combination one-dimension and two-dimensional (1D/2D) model will be compiled using available LiDAR data (dated 2015 and/or 2016) and channel topographic surveys provided by others.

   Fee Estimate $3000 – 4,000

The total Not To Exceed for both tasks is $4,800.

This AGREEMENT is between _____(Client) and Harmony Design, Inc. for services as described above and subject to the following.

1. Compensation

Compensation for the listed scope of services will paid on a TIME AND MATERIALS basis not to exceed the amounts specified above. Additional services can be provided with written approval from the Client at the Engineer's standard hourly rates plus reimbursable expenses at the rates shown on the attached Schedule of Rates. Engineer may alter the distribution of compensation between individual phases of the work noted herein.

2. Invoicing

All invoices are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. Payment not received within 45 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge applied to outstanding balances including late charges. Payments shall be first applied to late charges and then to the principal unpaid amount. If the invoice, including late charges due, is not paid in full within 60 days of the invoice date, Engineer may cease all services on the project and may commence the exercising of its legal remedies. These include, but are not limited to, mechanics' lien rights under applicable law.

Harmony Design & Engineering
18 N Main Ste 305, PO Box 369, Driggs, ID 83422
208-354-1331(tel)

The Owner shall notify Engineer in writing within 30 calendar days of the date of the invoice if the Owner objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Invoices not contested within 30 calendar days are assumed to be accurate and acceptable to all parties, and all rights to withhold payment shall be forfeited after that time. This Agreement shall authorize Engineer to collect any fees and expenses incurred, including reasonable attorney's fees as well as any time billed by Engineer, at our current standard fee schedule, related to the collection of any amounts due from the Owner.

Payment under this agreement is not contingent upon: 1) the Owner being reimbursed by any third party; 2) upon the Owner obtaining financing: or 3) completion of the overall project.

3. Change Orders

Should changes to the Scope of Services be initiated by the Owner or necessitated by others reasonable beyond the control of Engineer, subsequent to the date of the execution of this Agreement, it is agreed that the Scope of Services and the level of service set forth in the budget shall be modified to reflect these changes as mutually agreed upon by the parties to this Agreement. All changes to the budget will be provided based on rates shown in Schedule of Rates.

4. Status of Parties

The Engineer is an independent contractor and shall not be considered an employee of the Owner.

5. Third-Party Exclusion

The Agreement shall not create any rights or benefits to parties other than Owner and Engineer except such other rights as may be specifically called for herein.

6. Information Provided by Others

Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

7. Ownership of Documents

Reports, information, data, and other materials prepared by the Engineer are instruments of professional service and are to be the property of the Client upon payment of all Engineer's fees. Client has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part these instruments of professional service. Client hereby gives consideration to Engineer for relinquishing ownership of instruments of professional service by agreeing, to the fullest extent permitted by law, to waive any claim against Engineer and to defend, indemnify, and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from any party's unauthorized reuse of Engineer's instruments of professional service.

8. Opinions of Probable Construction Costs

It is understood that Engineer has no control over costs of materials, the price of labor and equipment, services furnished by others, the contractor's method of pricing, or over competitive bidding or market conditions. Therefore, if requested by the Owner, Engineer will provide opinions of probable construction costs based on experience, qualifications, and other available cost estimates of similar projects. Engineer makes no warranties, expressed or implied, as to the accuracy of such opinions as compared to proposals, bids, or actual construction costs.

9. General Considerations

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Aside from the foregoing, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject

Harmony Design & Engineering
18 N Main Ste 305, PO Box 369, Driggs, ID 83422
208-354-1331(tel)

to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, remove, or otherwise remedy the Hazardous Environmental Condition to the reasonable satisfaction of the Engineer; and (2) warrants that to the best of Owner's knowledge the Site is in compliance with applicable Laws and Regulations.

10. Engineers Certificate of Merit

The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Engineer unless the Owner has first provided Engineer with a written certification executed by an independent design professional currently practicing in the same discipline as the Engineer and licensed in the applicable state. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

11. Insurance

Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall procure and maintain insurance as set forth below.

- Professional liability insurance with minimum coverage of one million dollars ($1,000,000);
- General liability coverage of one million dollars ($1,000,000) per occurrence / two million dollars ($2,000,000); aggregate minimum;
- Workers compensation at state law levels;
- Proof of coverage listing the Owner as certificate holder on the general liability policy will be required within ten (10) calendar days after execution of this Agreement.

12. Limitation of Liability

Engineer shall procure and maintain insurance as required by and set forth in Paragraph 13 of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto

(excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the total compensation received by Engineer under this Agreement.

13. Conflict Resolution

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement or implementation of this Agreement or provision of the services indicated herein shall first be attempted to be resolved through non-binding mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the dispute resolved by a court of competent jurisdiction.

14. Termination

Either party may terminate this Agreement by providing seven (7) days written notice in the event of a substantial failure by one party through no fault of the other party to perform in accordance with the terms and conditions of this agreement, which failure is not cured within such seven (7) day period. Either party may terminate this Agreement without cause by fifteen (15) days written notice to the other.

Upon termination, payment will be made to Engineer for all services performed and reimbursable expenses up to the date of the termination. Deliverables will be turned over to the Owner upon full payment. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 9. Ownership of Documents.

15. Severability

The Owner and Engineer have entered into this Agreement to communicate mutual understandings and responsibilities to one another. Any provision of the Agreement that violates a statute or regulation shall be deemed void, and all remaining provisions shall continue in force. Owner and Engineer shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of or at least addresses the issues covered by the original provision.

IN WITNESS WHEREOF, this agreement, including all exhibits and attachments, has been fully executed on behalf of Harmony Design, Inc. by its duly authorized officers, and the Owner has caused the same to be executed in its name and in its behalf by its duly authorized officers as of the date indicated below.

Client Name: _____	**Harmony Design, Inc.**
Signature:_____	By:_____
Date Signed:_____	Title:_____
Billing Address:_____	Date Signed:_____
_____	
Phone #:_____	
Email: _____	

HARMONY DESIGN & ENGINEERING

SCHEDULE OF RATES

PROFESSIONAL SERVICES

Expert Witness	$250 /hr
Professional Engineering	$125 /hr
Professional Landscape Architecture	$125 /hr
Project Management	$105 /hr
Engineering Design	$95 /hr
Landscape Design & Planning	$95 /hr
CAD Drafting	$60 /hr
Clerical / Travel Time	$45 /hr

DIRECT EXPENSES

Mileage	$0.65 /mile
B&W Copies (8 ½" X 11")	$0.15 /copy
B&W Copies (11" X 17")	$0.30/copy
Color Copies (8 ½" X 11")	$0.90 /copy
Color Copies (11" X 17")	$1.80/copy
B&W Prints (24" X 36")	$4.00 /sheet
Color Prints (24" X 36")	$6.00 /sheet
B&W Mylar Sepia (24" X 36")	$12.00 /sheet
CD for electronic files	$2.50 /each

Reimbursable expenses such as outside reproduction, deliveries, postage, sub-consultant fees, and travel costs are charged as listed above or at cost plus ten percent.

These Professional Service Rates are considered confidential and shall not be released to a third party without written permission of Harmony Design, Inc.
Rates are subject to change.

Effective January 1, 2016

Harmony Design & Engineering
18 N Main Ste 305, PO Box 369, Driggs, ID 83422
208-354-1331(tel)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/25/17 **DEPARTMENT:** Treasurer **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Requesting approval to write off uncollectible receivables as per Resolution 2017-101.

AUTHORITY: ☐ ID Code 50-1003 ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A number of receivables have been found to be uncollectable or were billed in error. This is an appropriate time to adjust our books, with a write-off date of 9/30/17.

Attached is a list of the proposed accounts, amounts, dates, description of unpaid balance and rational behind writing off the charges, as well as copies of the statements. The total is $5,477.01.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Feel free to contact me if you have any questions; please approve as consent agenda item.

FOLLOW-UP REMARKS:*

CITY OF HAILEY
RESOLUTION NO. 2017-101

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE WRITE-OFF OF UNCOLLECTABLE ACCOUNTS RECEIVABLE

WHEREAS, the City of Hailey has uncollectable and incorrect accounts receivable and

WHEREAS, it is an appropriate time to write off these overstated balances prior to the end of Fiscal Year 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the adjustments per the attached schedule, totaling $5,477.01

Passed this 25th day of September, 2017.

City of Hailey

_____

Fritz X. Haemmerle, Mayor

ATTEST:

_____

Mary Cone, City Clerk

Receivables considered uncollectable; to Council for consideration of write-off

Customer Number	Customer Name	Date	Description	Amount	Write off justification
9224	Becky Stokes	8/30/2016	Solar Permit	75.00	Cancelled due to structural concerns. No DBS action
1136	Guzman-Chavez	8/30/2016	Legal judgement	750.61	Uncollecable per Ned Williamson, Esq.
8801	Funtime Carnival Co	6/29/2016	Water usage during carnival	10.86	No response from concession
6147	ITD	9/27/2016	TAP Cobblestone Grant Reimb	4,640.54	ITD construction agreement omitted required payment to ITD for its involvement during construction (proportional pymt is required via federal regs). ITD over-invoiced as a result of ITD's ommission.
	TOTAL			5,477.01	

Copies of invoices follow.

CITY OF HAILEY

115 MAIN ST SOUTH STE H
HAILEY ID 83333
PHONE: 208-788-4221

STATEMENT

Date	Page
08/31/2017	1

CUSTOMER NO. 9224

PAST DUE AFTER **08/31/2016**

AMOUNT DUE **75.00**

Mail To: STOKES, BECKY
617 3rd Avenue North

Hailey ID 83333

$ _____
AMOUNT ENCLOSED

Attention to:

RETURN THIS PORTION WITH YOUR PAYMENT

CITY OF HAILEY
115 MAIN ST SOUTH STE H
HAILEY ID 83333

IF YOU HAVE ANY QUESTIONS
ABOUT THIS STATEMENT CALL
208-788-4221

CUSTOMER NO.	CUSTOMER NAME	BILLING DATE	PAYMENT DUE
9224	BECKY STOKES	09/01/2017	08/31/2016

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			
08/30/2016	111840777	BUILDING PERMITS 16-132 (SOLAR)	75.00	.00	75.00

PERMIT WAS CANCELLED / NO DBS REVIEW WAS PERFORMED / STRUCTURAL DEFICIENCY

PLEASE NOTE ANY CHANGES TO BUSINESS NAME OR ADDRESS

Balance Due 75.00

CITY OF HAILEY

115 MAIN ST SOUTH STE H
HAILEY ID 83333
PHONE: 208-788-4221

CUSTOMER NO. 1136

STATEMENT

Date	Page
08/31/2017	1

PAST DUE AFTER	AMOUNT DUE
08/31/2016	**750.61**

Mail To: GUZMAN-CHAVEZ, CHRISTIAN
CASE # JV-2016-23
PO BOX 1357
HAILEY ID 83333

$ _____
AMOUNT ENCLOSED

Attention to:

RETURN THIS PORTION WITH YOUR PAYMENT

CITY OF HAILEY
115 MAIN ST SOUTH STE H
HAILEY ID 83333

IF YOU HAVE ANY QUESTIONS
ABOUT THIS STATEMENT CALL
208-788-4221

CUSTOMER NO.	CUSTOMER NAME	BILLING DATE	PAYMENT DUE
1136	CHRISTIAN GUZMAN-CHAVEZ	09/01/2017	08/31/2016

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			
08/30/2016	111840778	Multiple	750.61	.00	750.61

Med/
Still unpaid...

PLEASE NOTE ANY CHANGES TO BUSINESS NAME OR ADDRESS

Balance Due 750.61

CITY OF HAILEY

115 MAIN ST SOUTH STE H
HAILEY ID 83333
PHONE: 208-788-4221

STATEMENT

Date	Page
05/31/2017	1

CUSTOMER NO. 8801

PAST DUE AFTER	AMOUNT DUE
06/30/2016	**10.86**

Mail To: FUNTIME CARNIVAL CO

$
AMOUNT ENCLOSED

Attention to:

RETURN THIS PORTION WITH YOUR PAYMENT

CITY OF HAILEY
115 MAIN ST SOUTH STE H
HAILEY ID 83333

IF YOU HAVE ANY QUESTIONS
ABOUT THIS STATEMENT CALL
208-788-4221

CUSTOMER NO.	CUSTOMER NAME	BILLING DATE	PAYMENT DUE
8801	FUNTIME CARNIVAL CO	06/01/2017	06/30/2016

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			
06/29/2016	111840653	5,000 GALLONS OF WATER USED	10.86	.00	10.86

PLEASE NOTE ANY CHANGES TO BUSINESS NAME OR ADDRESS

Balance Due 10.86

CITY OF HAILEY

115 MAIN ST SOUTH STE H
HAILEY ID 83333
PHONE: 208-788-4221

STATEMENT

Date	Page
04/30/2017	1

CUSTOMER NO. 6147

PAST DUE AFTER **09/28/2016**

AMOUNT DUE **4,640.54**

Mail To: IDAHO TRANSPORTATION DEPT.
331 W. STATE ST.
PO BOX 7129
BOISE ID 83707

$ _____
AMOUNT ENCLOSED

Attention to:

RETURN THIS PORTION WITH YOUR PAYMENT

CITY OF HAILEY
115 MAIN ST SOUTH STE H
HAILEY ID 83333

IF YOU HAVE ANY QUESTIONS
ABOUT THIS STATEMENT CALL
208-788-4221

CUSTOMER NO.	CUSTOMER NAME	BILLING DATE	PAYMENT DUE
6147	IDAHO TRANSPORTATION DEPT.	05/01/2017	09/28/2016

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			
09/27/2016	111840828	TAP Cobblestone Grant Reimbursement	8,726.93	.00	8,726.93
03/30/2017	3	Payment	.00	4,086.39 -	4,640.54

The ITD construction agreement inadvertently omitted required payment to ITD for its involvement during construction. This proportional payment is required via federal regs. I over-invoiced as a result of ITD's omission.

Please reverse the $4,640.54.

T. Anderson
5/18/17

PLEASE NOTE ANY CHANGES TO BUSINESS NAME OR ADDRESS

Balance Due 4,640.54

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/25/17 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

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SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on September 7, 2017 and to suspend reading of them.

AUTHORITY: ☐ ID Code 74-205 ☐ IAR _____ ☐ City Ordinance/Code _____

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item # _____ YTD Line Item Balance $_____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

☐	City Attorney	☒	City Clerk	☐	Engineer	☐	Mayor
☐	P & Z Commission	☐	Parks & Lands Board	☐	Public Works	☐	Other

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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 SPECIAL MEETING OF THE HAILEY CITY COUNCIL HELD SEPTEMBER 7, 2017 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, Don Keirn, Pat Cooley, and Martha Burke. Staff present included City Attorney Ned Williamson, and City Clerk Mary Cone.

5:33:47 PM Call to order by Mayor Haemmerle

Open Session for Public Comments:

5:34:12 PM Matt announced it is too hot outside.

5:34:29 PM Jeff Bacon, Hailey has been named the 3rd safest city in Idaho by SafeWise. Bacon handed out article to Mayor and council.

CONSENT AGENDA:

CA 341 Motion to approve Resolution 2017-086, authorizing a sub-award agreement with the Wood River Land Trust in the amount of $4,200 for Water Smarty water-wise workshops in 2017 and 2018

CA 342 Motion to approve Resolution 2017-087, approving MOU for Emergency Response Auto-aid, mutual-aid and Valley all call Medical Incidents within Blaine County

CA 343 Motion to approve Resolution 2017-088, authorizing contract with Idaho Department of Health and Welfare for AED's

CA 344 Motion to approve Resolution 2017-089 authorizing sale of Hailey fire truck 1996 Pierce Saber to City of Bellevue for $40,000. To be paid in 2 installments over 2 fiscal years

~~CA 345 Motion to authorize waiver of construction noise ordinance limits to Friedman Memorial Airport for runway safety area improvements, which waiver would allow construction activities until 9:00 p.m. per week during the period from September 18th - September 20th, 2017~~

CA 346 Motion to approve Resolution 2017-090 authorizing declination of terrorism coverage under Hailey's ICRMP insurance policy

CA 347 Motion to approve the new liquor license for Shorty's Restaurant, Inc.

CA 348 Motion to approve the Special Event Permits for the Wood River High School Homecoming Parade, to be held on September 22, 2017 from 3:30pm to 4:30pm, and the Wood River Valley Harvest Fest, to be held on September 16, 2017, from 3:00pm to 10:00pm

CA 349 Motion to approve a Special Event, Wood River Valley Harvest Festival, to be held on Saturday, September 16, 2017, at the Wood River Sustainability Center

CA 350 Motion to approve a Special Event with Resolution 2017-091, The Hunger Coalition Bloom Food Truck Mobile Market, to be held on Thursdays beginning September 21, 2017, through October 26, 2017, from 5:30pm to 6:30pm, in Balmoral Park

CA 351 Findings of Fact, Conclusions of Law and Decision regarding a Preliminary Plat for Colorado Gulch Preserve, LLC, for Lot 1A. Block 1, Stevens Family Ranch, LLC (North of 81 Broadford Road, Section 15 & 16, T.2N., R. 18E., B.M., Blaine County, Idaho). The plat consists of thirty-six (36) lots and associated open space and floodplain areas

CA 352 Findings of Fact, Conclusions of Law and Decision regarding Zoning Designations for Colorado Gulch Preserve, LLC, Lot 1A. Block 1, Stevens Family Ranch, LLC (North of 81 Broadford Road, Section 15 & 16, T.2N., R. 18E., B.M., Blaine County, Idaho) and Tax Lots 7731, 7732, 3913 and 7505. Zoning for Lot 1A. Block 1, Stevens Family Ranch, LLC (North of 81 Broadford Road, Section 15 & 16, T.2N., R. 18E., B.M., Blaine

County, Idaho) is Recreational Green Belt (RGB), Limited Residential-2 (LR-2) and Flood Hazard Overlay (FH). Zoning for Tax Lots 7731, 7732, 3913 and 7505 is Limited Residential 2 (LR-2) .....

~~CA 353 Motion to approve minutes of August 28, 2017 and to suspend reading of them.....~~

CA 354 Motion to approve claims for expenses incurred during the month of August, 2017, and claims for expenses due by contract in September, 2017 .....

CA 355 Motion to approve Treasurer's report for the month of August 2017.....

5:35:28 PM Mayor Haemmerle pulled CA 345 for correction. Haemmerle explains that the wording on the agenda should be the same as the packet item, Airport construction allowing overnight work with no cutoff time at 9 pm.

5:35:42 PM Williamson asked the Mayor to amend agenda to add Executive Session item Personnel (IC 74-206(1)(a/b)).

Burke moves to amend agenda adding Executive Session item for Personnel and item CA 345 amended as discussed by Mayor Haemmerle, seconded by Cooley, motion passed unanimously.

5:36:33 PM Burke pulls CA 353, minutes to abstain.

5:36:50 PM **Cooley moved to approve all consent agenda items minus CA 353, seconded by Burke, motion passed unanimously.**

CA 353 5:38:14 PM **Motion to approve item made by Cooley, seconded by Keirn, motion passed unanimously.**

MAYOR'S REMARKS:

5:38:45 PM employee recognition will be in a future meeting, announced Mayor Haemmerle. Tonight is Ned Williamson's last meeting and we want to give him some recognition. Mayor pulls Williamson up to the front of the room. Hands Williamson, the city attorney plaque. Haemmerle presents gifts from a basket one by one to Williamson. First, he presents a Hailey Comprehensive Plan t-shirt to Williamson. Next a legal decision paper weight, card and other items.

Mayor Haemmerle thanked Williamson for his guidance and advice over the past 15 years and wishes him well in his next career move to District Judge.

OLD BUSINESS:

OB 357 2nd Reading of Ordinance No. 1224 annexing certain adjacent and contiguous property into the City of Hailey and providing for zoning of said property. The subject property is northwest of Hailey, and is adjacent to the Della View and Airport West Subdivisions. The annexation ordinance describes the proposed zoning districts for the annexed property, as recommended by the Hailey Planning and Zoning Commission and approved by the Council ***and consideration of Summary of Ord. No. 1224 if council chooses to waive one reading***

5:46:42 PM Haemmerle announced that the developer is ready to begin this project and wants to do it this fall before the asphalt plant closes for the winter. If council wants to consider waiving one reading of the ordinance, conduct the 2nd and final reading by title and authorize him to sign.

5:47:47 PM **Keirn moves to waive 3rd reading of Ordinance No. 1224, approve summary of Ordinance No. 1224, authorize the mayor to sign and read by title only, seconded by Burke, motion passed with roll call vote. Teevin, yes. Keirn, yes. Cooley, yes. Burke, yes.**

5:48:41 PM **Mayor Haemmerle conducts 2nd and last reading of Ordinance No. 1224, by title only.**

5:49:26 PM Williamson announced next Wednesday this Ordinance will be published.

NEW BUSINESS:

NB 358 Discussion of Water and Wastewater rates for FY 18

5:49:48 PM Williamson gave an overview of this item.

5:51:14 PM **Burke moves to direct staff to publish notice of fee increase for Water and Wastewater fees, Teevin seconds. Motion passed unanimously.**

APPOINTMENTS & AWARDS:

AA 359 Appointment of new City Attorney, with consideration of Resolution 2017-093 approving Independent Contract for Services Agreement

5:52:09 PM Williamson stated to council, as you know I am resigning effective 9/22/17. City will need to appoint another City Attorney.

5:52:35 PM Haemmerle introduces Christopher Simms as possible city attorney to replace Williamson. Simms rents office space from Haemmerle. Mayor appoints but council has to consent to the recommendation. Williamson explains the appointment of city attorney. Williamson suggests that council go into Executive Session to discuss this item. Haemmerle recuses himself from the discussion.

Don Keirn council president takes over for Mayor Haemmerle.

EXECUTIVE SESSION: Personnel (IC 74-206(1)(a/b))

5:54:23 PM **Burke moves to go into Executive Session for Personnel (IC 74-206(1)(a/b)), seconded by Teevin. Motion passed with roll call vote. Teevin, yes. Cooley, yes. Burke, yes. Keirn, yes.** 5:54:45 PM

6:26:56 PM Council returns from Executive Session.

6:27:23 PM Keirn brings meeting to order. Williamson suggests that council discuss the proposal.

6:28:14 PM **Burke moves to consent to the appointment of Christopher Simms, seconded by Cooley for discussion. Burke feels that Simms is best qualified attorney for the job, they discussed that Simms is renting from Haemmerle, it is just office space, he is very qualified and very professional. Cooley appreciates Simm's interest in being the City Attorney. The Rent from Mayor Haemmerle is on a month to month basis, and not an issue with Cooley, they notice and discussed that he is the best person for the job. Teevin,** 6:30:37 PM **does not know Simms but trusts fellow council members. Teevin is aware of lease agreement with Mayor Haemmerle that they discussed it, and welcome Chris aboard. Keirn likes the most qualified person for the job, feels Simms is best for this job. Look forward to having another great attorney for City of Hailey. Motion passed with roll call vote, Cooley, yes. Keirn, yes. Teevin, yes. Burke, yes.**

6:32:49 PM Simms speaks to council, thanks council for approving his appointment. His contract is effective oct. 1st, he has some jobs to finish before he can start, he has a public defender contract, approx. 50% of these items are misdemeanors out of the City of Hailey misdemeanor contract process. He will check with bar counsel before moving forward. Under the conditions stated, he accepts the appointment and looks forward to working for all of you.

Williamson, suggests consideration of contract at later meeting. 6:34:51 PM Simms is out of town on 9/25 and unable to make the next council meeting.

Discussion about when to begin.

6:38:38 PM Teevin will not be at the October 2nd meeting.

Williamson will need to work with Simms to make the transition seamless.6:39:44 PM

6:40:22 PM **Motion to approve Resolution 2017-93 and authorize the Council President to sign made by Burke, seconded by Cooley. Motion passed with roll call vote. Teevin, yes. Cooley, yes. Keirn, yes. Burke, yes.** 6:40:35 PM

6:40:54 PM Simms speaks, he will work with Williamson and spend as much time as possible before Williamson confirmation on 9/22/17.

OATH OF OFFICE:

6:42:03 PM Oath for new city attorney administered by City Clerk Mary Cone.

6:42:58 PM **Motion to adjourn meeting made by Burke, seconded by Cooley, motion passed with roll call vote. Teevin, yes. Keirn, yes. Cooley, yes. Burke, yes.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE 09/25/2017 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of August 2017 that are set to be paid by contract for September 2017.

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance $_____

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
1844 1000BULBS.COM										
500201	1	12 GLBLUX-10050 Led high Bay bulbs	Invoice	08/30/2017	09/25/2017	1,750.88	1,750.88	100-55-41413		917
Total 1844 1000BULBS.COM:						1,750.88	1,750.88			
4409 A.W. REHN & ASSOCIATES										
AUGUS	1	FSA Admin Fee-August	Invoice	09/07/2017	09/25/2017	43.75	43.75	100-15-41215		917
AUGUS	2	FSA Admin Fee-August	Invoice	09/07/2017	09/25/2017	43.75	43.75	200-15-41215		917
AUGUS	3	FSA Admin Fee-August	Invoice	09/07/2017	09/25/2017	43.75	43.75	210-15-41215		917
Total 4409 A.W. REHN & ASSOCIATES:						131.25	131.25			
892 ALEXANDER CLARK PRINTING										
58276	1	CITATIONS BOOKS	Invoice	08/29/2017	09/25/2017	323.53	323.53	100-25-41215		917
Total 892 ALEXANDER CLARK PRINTING:						323.53	323.53			
1533 AMERICAN PUMP CO.										
028911	1	LABOR	Invoice	09/11/2017	09/25/2017	390.00	390.00	200-60-41401		917
Total 1533 AMERICAN PUMP CO.:						390.00	390.00			
2918 AMERIPRIDE LINEN AND APPAREL S										
240062	1	UNIFORMS WW	Invoice	08/31/2017	09/25/2017	143.99	143.99	210-70-41703		917
240063	1	UNIFORMS WW	Invoice	09/09/2017	09/25/2017	143.99	143.99	210-70-41703		917
Total 2918 AMERIPRIDE LINEN AND APPAREL S:						287.98	287.98			
1821 ASI FIRE/ RESCUE APPAREL										
17-469	1	#17-46979 Shirts for HFD	Invoice	09/07/2017	09/25/2017	703.50	703.50	100-55-41703		917
Total 1821 ASI FIRE/ RESCUE APPAREL:						703.50	703.50			
1855 BEADLES, JON										
SEPT.1	1	Refund CR Bal	Invoice	09/01/2017	09/25/2017	37.75	37.75	100-00-15110		917
Total 1855 BEADLES, JON:						37.75	37.75			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
1841 BENEDICT, VINCENT										
142257	1	CLASS A CDL Test	Invoice	08/08/2017	09/25/2017	100.00	100.00	100-40-41723		917
142257	2	CLASS A CDL LiC	Invoice	08/08/2017	09/25/2017	42.20	42.20	100-40-41723		917
Total 1841 BENEDICT, VINCENT:						142.20	142.20			
1861 BIGHORN LANDSCAPE										
4573	1	WEED CONTROL AT HPD	Invoice	09/10/2017	09/25/2017	195.00	195.00	100-25-41413		917
Total 1861 BIGHORN LANDSCAPE:						195.00	195.00			
6051 CENTURY LINK										
8/31/17	1	9814 260B long distance	Invoice	08/31/2017	09/25/2017	4.51	4.51	100-15-41713		917
8/31/17	2	9814 260B long distance	Invoice	08/31/2017	09/25/2017	4.51	4.51	200-15-41713		917
8/31/17	3	9814 260B long distance	Invoice	08/31/2017	09/25/2017	4.51	4.51	210-15-41713		917
8/31/17	4	9814 260B long distance	Invoice	08/31/2017	09/25/2017	4.51	4.51	100-25-41713		917
8/31/17	5	9814 260B long distance	Invoice	08/31/2017	09/25/2017	4.51	4.51	100-20-41713		917
8/31/17	6	9814 260B long distance- 33.33%	Invoice	08/31/2017	09/25/2017	1.50	1.50	100-42-41713		917
8/31/17	7	9814 260B long distance- 33.33%	Invoice	08/31/2017	09/25/2017	1.50	1.50	200-42-41713		917
8/31/17	8	9814 260B long distance- 33.33%	Invoice	08/31/2017	09/25/2017	1.51	1.51	210-42-41713		917
8/31/17	9	211 125B LONG DIST- TREATMENT PLANT	Invoice	08/31/2017	09/25/2017	2.25	2.25	210-70-41713		917
8/31/17	10	211 125B LONG DIST- Water Dept	Invoice	08/31/2017	09/25/2017	2.25	2.25	200-60-41713		917
8/31/17	11	3147 220B LONG DIST: FIRE DEPT	Invoice	08/31/2017	09/25/2017	4.51	4.51	100-55-41713		917
8/31/17	12	5965-737B LONG DIST- STREET SHOP	Invoice	08/31/2017	09/25/2017	4.51	4.51	100-40-41713		917
Total 6051 CENTURY LINK:						40.58	40.58			
5361 CENTURY LINK - PHONE SERVICE										
9/1/17	1	POLICE DEPT L 208-788-0258 309M	Invoice	09/01/2017	09/25/2017	284.56	284.56	100-25-41713		917
Total 5361 CENTURY LINK - PHONE SERVICE:						284.56	284.56			
1859 CHAPMAN, ROOT										
AUGUS	1	Overpayment	Invoice	08/31/2017	09/25/2017	72.32	72.32	100-00-20320		917
Total 1859 CHAPMAN, ROOT:						72.32	72.32			
2243 CHEMDRY OF SOUTHERN IDAHO										
8000	1	Library carpet cleaning	Invoice	09/12/2017	09/25/2017	899.00	899.00	100-45-41413		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 2243 CHEMDRY OF SOUTHERN IDAHO :						899.00	899.00			
2954 CLEAR CREEK DISPOSAL -PARKS										
000107	1	0001079635 PORTABLE RESTROOM - DEERFIELD	Invoice	08/25/2017	09/25/2017	76.57	76.57	100-50-41215		917
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						76.57	76.57			
22457 CLEAR CREEK DISPOSAL, INC.										
000107	1	1079636 PORTABLE RR SILVERSTAR/BROADFOR	Invoice	08/25/2017	09/25/2017	.76	.76	100-40-41717	17.40.0002.1	917
000107	1	1079638 PORTABLE RR CEDAR/QOTH - 2017 FLO	Invoice	08/25/2017	09/25/2017	.76	.76	100-40-41717	17.40.0002.1	917
000107	1	1079638 PORTABLE RR MAPLE - 2017 FLOOD	Invoice	08/15/2017	09/25/2017	.76	.76	100-40-41717	17.40.0002.1	917
Total 22457 CLEAR CREEK DISPOSAL, INC.:						2.28	2.28			
7000 CLEARWATER LANDSCAPING										
17-073	1	17-07327 INSTALL SIX TREES	Invoice	07/15/2017	09/25/2017	3,860.00	3,860.00	100-40-41402	14.50.0005.1	917
17-081	1	17-08130 MAINTENANCE 5 OF 6 - ROUNDABOUT	Invoice	08/15/2017	09/25/2017	275.00	275.00	100-50-41325		917
Total 7000 CLEARWATER LANDSCAPING:						4,135.00	4,135.00			
5961 CLEARWATER POWER EQUIPMENT LLC										
W1375	1	W13751 REPAIRS HUSQ CHAINSAW	Invoice	08/23/2017	09/25/2017	193.31	193.31	100-40-41405		917
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						193.31	193.31			
50396 COASTLINE EQUIPMENT										
414022	1	414022 FILT. ELEMENT/OIL FILTER	Invoice	08/25/2017	09/25/2017	52.05	52.05	100-40-41405		917
Total 50396 COASTLINE EQUIPMENT:						52.05	52.05			
893 CONCRETE CONSTRUCTION SUPPLY										
S28133	1	LOCATE MARKING PAINT WWTP	Invoice	07/26/2017	09/25/2017	51.00	51.00	210-70-41747		917
S28171	1	LOCATE MARKING PAINT WWTP	Invoice	07/31/2017	09/25/2017	102.00	102.00	210-70-41747		917
Total 893 CONCRETE CONSTRUCTION SUPPLY:						153.00	153.00			
337 COPY & PRINT LLC										
80534	1	80534 LAMINATIONS & DUCT TAPE	Invoice	08/28/2017	09/25/2017	10.99	10.99	100-50-41403		917
80653	1	80653 BUSINESS CARDS - COOK	Invoice	08/30/2017	09/25/2017	49.99	49.99	100-50-41403		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
81170	1	library office supplies	Invoice	09/14/2017	09/25/2017	77.98	77.98	100-45-41215		917
Total 337 COPY & PRINT LLC:						138.96	138.96			
972 COX COMMUNICATIONS										
9/1/17	1	001 2401 200477401 MAIN 33%	Invoice	09/01/2017	09/25/2017	25.20	25.20	100-42-41713		917
9/1/17	2	001 2401 200477401 MAIN 33%	Invoice	09/01/2017	09/25/2017	25.20	25.20	200-42-41713		917
9/1/17	3	001 2401 200477401 MAIN 33%	Invoice	09/01/2017	09/25/2017	25.20	25.20	210-42-41713		917
9/1/17	4	001 2401 200477401 Library	Invoice	09/01/2017	09/25/2017	113.40	113.40	100-45-41713		917
9/1/17	5	027815002 Library	Invoice	09/01/2017	09/25/2017	138.60	138.60	100-45-41713		917
9/1/17	6	001 2401 200477401 Street	Invoice	09/01/2017	09/25/2017	109.25	109.25	100-40-41713		917
9/1/17	7	001 2401 200477401 Police	Invoice	09/01/2017	09/25/2017	232.99	232.99	100-25-41713		917
9/1/17	8	001 2401 200477401 Welcome Center	Invoice	09/01/2017	09/25/2017	79.00	79.00	100-10-41717		917
9/1/17	9	001 2401 200477401 HFD	Invoice	09/01/2017	09/25/2017	69.00	69.00	100-55-41717		917
Total 972 COX COMMUNICATIONS:						817.84	817.84			
5360 COX, CHARLES										
8/28/17	1	TRAVEL EXPENSES FOR TRAINING PER DIEM se	Invoice	08/28/2017	09/25/2017	280.50	280.50	100-25-41724		917
Total 5360 COX, CHARLES:						280.50	280.50			
1848 D & S CUSTOM COVERS INC										
792	1	New hosebed cover for E513	Invoice	08/21/2017	09/25/2017	1,394.00	1,394.00	100-55-41415		917
Total 1848 D & S CUSTOM COVERS INC:						1,394.00	1,394.00			
663 D&B SUPPLY										
SEP - 2	1	WORK PANTS	Invoice	09/17/2017	09/25/2017	149.95	149.95	200-60-41703		917
SEPT.	1	SNOW BOOTS	Invoice	09/17/2017	09/25/2017	160.00	160.00	200-60-41703		917
Total 663 D&B SUPPLY :						309.95	309.95			
3568 D.L. EVANS										
8/31/17	1	REFUND OVERPAYMENT	Invoice	08/31/2017	09/25/2017	175.00	175.00	100-00-20320		917
Total 3568 D.L. EVANS:						175.00	175.00			
6162 DISCOUNT PAPER PRODUCTS INC.										
238224	1	receipt printer rolled paper	Invoice	09/13/2017	09/25/2017	77.56	77.56	100-45-41215		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 6162 DISCOUNT PAPER PRODUCTS INC.:						77.56	77.56			
304 DIVISION OF BUILDING SAFETY										
AUG20	1	PERMIT & FEES August 2017	Invoice	09/04/2017	09/25/2017	6,644.25	6,644.25	100-00-20325		917
Total 304 DIVISION OF BUILDING SAFETY :						6,644.25	6,644.25			
4513 EBSCO INDUSTRIES INC.										
9659	1	magazine subscriptions	Invoice	06/01/2017	09/25/2017	1,418.11	1,418.11	100-45-41735		917
CM 000	1	magazine subscriptions	Invoice	03/13/2017	05/16/2017	18.97-	18.97-	100-45-41735		517
MARC	1	magazine subscriptions	Invoice	03/01/2015	09/25/2017	167.87-	167.87-	100-45-41735		917
Total 4513 EBSCO INDUSTRIES INC.:						1,231.27	1,231.27			
2189 EMPIRE WEST, INC.										
38081	1	FIRE HYDRANT REPLACEMENT PARTS	Invoice	09/13/2017	09/25/2017	87.53	87.53	200-60-41403		917
Total 2189 EMPIRE WEST, INC.:						87.53	87.53			
3094 ENERGY LABORATORIES, INC.										
102683	1	LAB TESTING WW	Invoice	09/01/2017	09/25/2017	352.00	352.00	210-70-41795		917
Total 3094 ENERGY LABORATORIES, INC.:						352.00	352.00			
8607 ENGELHARDT, JEFFREY L										
91117	1	PZ Attendance	Invoice	09/11/2017	09/25/2017	56.25	56.25	100-10-41313		917
91117	2	PZ Attendance	Invoice	09/11/2017	09/25/2017	28.12	28.12	200-10-41313		917
91117	3	PZ Attendance	Invoice	09/11/2017	09/25/2017	28.13	28.13	210-10-41313		917
Total 8607 ENGELHARDT, JEFFREY L:						112.50	112.50			
2628 FASTENAL COMPANY										
IDJER7	1	UTILITY KNIFE	Invoice	09/14/2017	09/25/2017	44.97	44.97	200-60-41403		917
IDJER7	2	SAFTY GLASSES	Invoice	09/14/2017	09/25/2017	23.21	23.21	200-60-41703		917
IDJER7	3	RESPIRATOR MASKS	Invoice	09/14/2017	09/25/2017	7.45	7.45	200-60-41405		917
Total 2628 FASTENAL COMPANY:						75.63	75.63			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
50282 FIRST BANKCARD - ABERBACH										
33K7F	1	Federal Aviation ADmin - Registration for Phantom 4	Invoice	08/06/2017	09/25/2017	5.00	5.00	100-55-41711		917
7/31/17	1	Paypal - Willlieloves - Microsoft Visio Professional sof	Invoice	07/31/2017	09/25/2017	35.00	35.00	100-55-41211		917
8/29/17	1	Rock Creek Fire District Training for Lohrke & Hoover	Invoice	08/29/2017	09/25/2017	160.00	160.00	100-55-41723		917
PWD15	1	Power Equip Direct -pressure washer w hose reel	Invoice	08/24/2017	09/25/2017	229.00	229.00	100-55-41405		917
Total 50282 FIRST BANKCARD - ABERBACH:						429.00	429.00			
5379 FIRST BANKCARD - GELSKEY										
AUGUS	1	newspaper subscription	Invoice	08/14/2017	09/25/2017	38.55	38.55	100-45-41711		917
AUGUS	1	hostess supplies for meeting/training	Invoice	08/15/2017	09/25/2017	42.52	42.52	100-45-41215		917
AUGUS	1	materials for collection	Invoice	08/04/2017	09/25/2017	55.06	55.06	100-45-41535		917
AUGUS	1	grant supplies	Invoice	08/05/2017	09/25/2017	116.99	116.99	100-45-41326	17.45.0007.1	917
Total 5379 FIRST BANKCARD - GELSKEY:						253.12	253.12			
5368 FIRST BANKCARD - GUNTER										
181375	1	international Associations of Chief of Police	Invoice	08/10/2017	09/25/2017	350.00	350.00	100-25-41724		917
7/24/17	1	TRAVEL EXPENSE FOR CHIEF GUNTER	Invoice	07/24/2017	08/28/2017	12.95-	12.95-	100-25-41724		817
Total 5368 FIRST BANKCARD - GUNTER:						337.05	337.05			
1588 FIRST BANKCARD - HOROWITZ										
A48213	1	Office Supplies 08/14/2017	Invoice	08/14/2017	09/25/2017	4.02	4.02	100-20-41539		917
Total 1588 FIRST BANKCARD - HOROWITZ:						4.02	4.02			
5376 FIRST BANKCARD - PARKER										
117366	1	GODADDY ANNUAL WEB SERVER	Invoice	08/11/2017	09/25/2017	179.96	179.96	100-15-41533		917
117366	2	GODADDY ANNUAL WEB SERVER	Invoice	08/11/2017	09/25/2017	179.96	179.96	200-15-41533		917
117366	3	GODADDY ANNUAL WEB SERVER	Invoice	08/11/2017	09/25/2017	179.96	179.96	210-15-41533		917
271541	1	SIP.US FIRE	Invoice	08/14/2017	09/25/2017	32.34	32.34	100-55-41713		917
271541	2	SIP.US LIBRARY	Invoice	08/14/2017	09/25/2017	32.34	32.34	100-45-41713		917
271541	3	SIP.US POLICE	Invoice	08/14/2017	09/25/2017	32.34	32.34	100-25-41533		917
271541	4	SIP.US WATER	Invoice	08/14/2017	09/25/2017	32.34	32.34	200-60-41713		917
271541	5	SIP.US WW	Invoice	08/14/2017	09/25/2017	32.34	32.34	210-70-41713		917
353503	1	GOOGLE SPAM FILTERING	Invoice	07/31/2017	09/25/2017	27.67	27.67	100-15-41533		917
353503	2	GOOGLE SPAM FILTERING	Invoice	07/31/2017	09/25/2017	27.67	27.67	200-15-41533		917
353503	3	GOOGLE SPAM FILTERING	Invoice	07/31/2017	09/25/2017	27.66	27.66	210-15-41533		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 5376 FIRST BANKCARD - PARKER:						784.58	784.58			
5375 FIRST BANKCARD - SCHWARZ										
901530	1	ATSSA FLAGGER INSTRUCTOR TRAINING	Invoice	08/28/2017	09/25/2017	565.00	565.00	100-40-41723		917
Total 5375 FIRST BANKCARD - SCHWARZ:						565.00	565.00			
5377 FIRST BANKCARD - STELLERS										
8/2/17	1	PART FOR HPD	Invoice	08/02/2017	09/25/2017	2.58	2.58	100-25-41215		917
8/2/17	1	TRAVEL EXPENSE FOR HOTEL	Invoice	08/02/2017	09/25/2017	273.00	273.00	100-25-41724		917
Total 5377 FIRST BANKCARD - STELLERS:						275.58	275.58			
1464 FISHER'S TECHNOLOGY										
211883	1	Library copier contract	Invoice	08/02/2017	09/25/2017	375.48	375.48	100-45-41325		917
Total 1464 FISHER'S TECHNOLOGY:						375.48	375.48			
555 FREEDOM INVESTMENTS, LLC										
31997	1	# 31997 bill processing and newsletters	Invoice	09/01/2017	09/25/2017	544.55	544.55	100-15-41323		917
31997	2	# 31997 bill processing and newsletters	Invoice	09/01/2017	09/25/2017	544.54	544.54	200-15-41323		917
31997	3	# 31997 bill processing and newsletters	Invoice	09/01/2017	09/25/2017	544.54	544.54	210-15-41323		917
Total 555 FREEDOM INVESTMENTS, LLC:						1,633.63	1,633.63			
996 FREEDOM MAILING SERVICES										
32062	1	#32062 delinquent letters	Invoice	09/08/2017	09/25/2017	55.06	55.06	100-15-41323		917
32062	2	#32062 delinquent letters	Invoice	09/08/2017	09/25/2017	55.06	55.06	200-15-41323		917
32062	3	#32062 delinquent letters	Invoice	09/08/2017	09/25/2017	55.05	55.05	210-15-41323		917
Total 996 FREEDOM MAILING SERVICES:						165.17	165.17			
5909 FUGATE, JANET										
91117	1	P&Z Stipend	Invoice	09/11/2017	09/25/2017	56.25	56.25	100-10-41313		917
91117	2	P&Z Stipend	Invoice	09/11/2017	09/25/2017	28.12	28.12	200-10-41313		917
91117	3	P&Z Stipend	Invoice	09/11/2017	09/25/2017	28.13	28.13	210-10-41313		917
Total 5909 FUGATE, JANET:						112.50	112.50			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
101 GALENA ENGINEERING, INC.										
111841	1	08/15/17: Prepare Zoning Map for Quigley #3830.23	Invoice	09/14/2017	09/25/2017	500.00	500.00	100-20-41313	17.20.0002.1	917
111841	2	07/24/17: Prep for CC Meeting - Quigley #3830.23	Invoice	09/14/2017	09/25/2017	502.50	502.50	100-20-41313	17.20.0002.1	917
Total 101 GALENA ENGINEERING, INC. :						1,002.50	1,002.50			
213 GALLS, AN ARAMARK COMPANY										
007763	1	UNIFORMS SHIRTS,PANTS AND HEM	Invoice	06/21/2017	09/25/2017	199.75	199.75	100-25-41703		917
Total 213 GALLS, AN ARAMARK COMPANY:						199.75	199.75			
369 GEM STATE WELDERS SUPPLY INC.										
174504	1	174504 CYLINDER FUEL	Invoice	08/31/2017	09/25/2017	8.06	8.06	100-40-41719		917
174505	1	BOTTLE RENTAL WWTP	Invoice	08/31/2017	09/25/2017	48.36	48.36	210-70-41325		917
174506	1	TANK RENTAL FEE	Invoice	08/31/2017	09/25/2017	8.06	8.06	200-60-41791		917
Total 369 GEM STATE WELDERS SUPPLY INC. :						64.48	64.48			
336 GO FER IT EXPRESS										
70000	1	LOCAL SHIPPING W	Invoice	08/31/2017	09/25/2017	75.00	75.00	200-60-41213		917
70000	2	LOCAL SHIPPING WW	Invoice	08/31/2017	09/25/2017	15.00	15.00	210-70-41213		917
70000	3	LOCAL SHIPPING ST.	Invoice	08/31/2017	09/25/2017	20.00	20.00	100-40-41415		917
Total 336 GO FER IT EXPRESS:						110.00	110.00			
1850 GREAT AMERICA FINANCIAL SERVICES										
212258	1	Printer Standard Payment/One Time Fee - Xerox #21	Invoice	08/29/2017	09/25/2017	138.50	138.50	100-20-41323		917
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						138.50	138.50			
658 HAILEY CHAMBER OF COMMERCE										
AUGUS	1	CHAMBER LOT EXPENSES AUG 2017	Invoice	09/08/2017	09/25/2017	4,009.81	4,009.81	100-10-41707		917
Total 658 HAILEY CHAMBER OF COMMERCE :						4,009.81	4,009.81			
2808 HD SUPPLY WATERWORKS LTD										
H56188	1	BRASS REPAIR PARTS	Invoice	08/25/2017	09/25/2017	561.90	561.90	200-60-41403		917
H67484	1	3/4" METERS	Invoice	08/25/2017	09/25/2017	2,042.04	2,042.04	200-60-41403		917
H67484	2	SADDLE	Invoice	08/25/2017	09/25/2017	54.27	54.27	200-60-41403		917
H67484	3	BOLT KITS	Invoice	08/25/2017	09/25/2017	79.32	79.32	200-60-41403		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
H72922	1	1" METER VAULTS	Invoice	09/01/2017	09/25/2017	980.56	980.56	200-60-41403		917
Total 2808 HD SUPPLY WATERWORKS LTD:						3,718.09	3,718.09			
268 HIAWATHA CANAL COMPANY										
2017-8	1	EMERGENCY ASSESSMENT	Invoice	07/22/2017	09/25/2017	323.24	323.24	200-60-41711		917
Total 268 HIAWATHA CANAL COMPANY :						323.24	323.24			
8069 HILLSIDE AUTO										
29539	1	2013 FORD TAURUS OIL FILTER	Invoice	09/14/2017	09/25/2017	188.80	188.80	100-25-41415		917
Total 8069 HILLSIDE AUTO:						188.80	188.80			
8606 HRA VEBA TRUST										
OCT 20	1	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	137.17	137.17	100-50-41126		917
OCT 20	2	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	137.17	137.17	100-20-41126		917
OCT 20	3	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	467.16	467.16	100-25-41126		917
OCT 20	4	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	137.17	137.17	100-45-41126		917
OCT 20	5	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	370.75	370.75	100-40-41126		917
OCT 20	6	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	467.16	467.16	200-60-41126		917
OCT 20	7	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	137.17	137.17	210-70-41126		917
OCT 20	8	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	91.45	91.45	100-15-41126		917
OCT 20	9	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	91.45	91.45	200-15-41126		917
OCT 20	10	MONTHLY VEBA CONTRIBUTION -OCT	Invoice	09/18/2017	09/25/2017	91.44	91.44	210-15-41126		917
Total 8606 HRA VEBA TRUST:						2,128.09	2,128.09			
695 ICMA										
4/24/17	1	DAWSON - MEMBERSHIP RENEWAL	Invoice	04/24/2017	09/25/2017	291.14	291.14	100-15-41711		917
4/24/17	2	DAWSON - MEMBERSHIP RENEWAL	Invoice	04/24/2017	09/25/2017	291.14	291.14	200-15-41711		917
4/24/17	3	DAWSON - MEMBERSHIP RENEWAL	Invoice	04/24/2017	09/25/2017	291.14	291.14	210-15-41711		917
Total 695 ICMA:						873.42	873.42			
671 IDAHO LUMBER & HARDWARE										
688243	1	#688243 Lath wood Pnted Bond	Invoice	07/03/2017	09/25/2017	12.19	12.19	100-55-41215		917
689561	1	689561 PADLOCK, BOLT, CHAIN, KEY CUT - 2017	Invoice	07/13/2017	09/25/2017	76.52	76.52	100-40-41403	17.40.0002.1	917
693007	1	693007 PAINT REMOVER	Invoice	08/07/2017	09/25/2017	11.99	11.99	100-50-41403		917
693436	1	693436 BRUSH, STAIN, BOARDS - HOP	Invoice	08/10/2017	09/25/2017	117.27	117.27	100-50-41403		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
693651	1	693651 SPRAY PAINT - HOP	Invoice	08/11/2017	09/25/2017	4.49	4.49	100-50-41403		917
693832	1	693832 CHAIN PROOF COIL, QUICK LINK	Invoice	08/14/2017	09/25/2017	55.84	55.84	100-50-41403		917
693891	1	693891 SCREW DECKFAST 3" STAR - HOP	Invoice	08/14/2017	09/25/2017	19.99	19.99	100-50-41403		917
693995	1	693995 BOLTS - HOP	Invoice	08/15/2017	09/25/2017	59.42	59.42	100-50-41403		917
694564	1	MARKING WAND	Invoice	08/08/2017	09/25/2017	22.99	22.99	200-60-41403		917
695245	1	695245 ROUND GALV 17 GAL TUB	Invoice	08/24/2017	09/25/2017	25.99	25.99	100-40-41403		917
695250	1	695250 PRESSURE TREAT 4X4X8	Invoice	08/24/2017	09/25/2017	15.28	15.28	100-40-41403		917
695516	1	695516 SILICA SAND 30 GRIT 50LB	Invoice	08/27/2017	09/25/2017	5.98	5.98	100-40-41403		917
695825	1	695825 8 PLY 100 FT GARDEN HOSE - SHOP	Invoice	08/29/2017	09/25/2017	74.99	74.99	100-40-41405		917
696813	1	696813 LATH, STAPLES	Invoice	09/06/2017	09/25/2017	41.17	41.17	100-50-41403		917
696842	1	696842 PLSTC BUCKET AND LID	Invoice	09/06/2017	09/25/2017	17.96	17.96	100-40-41403		917
697851	1	TOOLS	Invoice	09/13/2017	09/25/2017	12.58	12.58	200-60-41405		917
Total 671 IDAHO LUMBER & HARDWARE:						574.65	574.65			
5631 IDAHO MATERIALS AND CONSTRUCTION										
441482	1	4414822 BLOCKS	Invoice	08/17/2017	09/25/2017	770.00	770.00	100-50-41413	15.40.0001.1	917
Total 5631 IDAHO MATERIALS AND CONSTRUCTION:						770.00	770.00			
400 IDAHO MOUNTAIN EXPRESS										
125659	1	P&Z River St Station	Invoice	08/09/2017	09/25/2017	180.68	180.68	100-20-41319		917
125659	1	PW Water ORD 1217	Invoice	08/09/2017	09/25/2017	143.52	143.52	200-60-41319		917
125659	1	A/W/S Revised Budget FY17	Invoice	08/09/2017	09/25/2017	19.02	19.02	100-15-41319		917
125659	2	A/W/S Revised Budget FY17	Invoice	08/09/2017	09/25/2017	19.01	19.01	200-15-41319		917
125659	3	A/W/S Revised Budget FY17	Invoice	08/09/2017	09/25/2017	19.01	19.01	210-15-41319		917
125664	1	P&Z Quigley Annex ord. 1219	Invoice	08/16/2017	09/25/2017	423.36	423.36	100-20-41319		917
125664	1	P&Z ord 1220 Event Center	Invoice	08/16/2017	09/25/2017	161.00	161.00	100-20-41319		917
125664	1	A/W/S budget fy18	Invoice	08/16/2017	09/25/2017	34.66	34.66	100-15-41319		917
125664	2	A/W/S budget fy18	Invoice	08/16/2017	09/25/2017	34.65	34.65	200-15-41319		917
125664	3	A/W/S budget fy18	Invoice	08/16/2017	09/25/2017	34.65	34.65	210-15-41319		917
125665	1	library classified ad	Invoice	08/23/2017	09/25/2017	73.12	73.12	100-45-41319		917
125667	1	P&Z foursquare, WRI & text amendment	Invoice	08/23/2017	09/25/2017	64.40	64.40	100-20-41319		917
125672	1	candidate filing deadline	Invoice	08/30/2017	09/25/2017	34.04	34.04	100-15-41319		917
125672	1	P&Z airport inn-lot line adj.	Invoice	08/30/2017	09/25/2017	48.76	48.76	100-20-41319		917
Total 400 IDAHO MOUNTAIN EXPRESS :						1,289.88	1,289.88			
22433 IDAHO POWER										
9/14/17	1	IP Accnt#2204414540 Street lights	Invoice	09/14/2017	09/25/2017	180.99	180.99	100-40-41717		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
9/14/17	2	IP Accnt#2204837906 STREET	Invoice	09/14/2017	09/25/2017	.00	.00	100-40-41715		917
9/14/17	3	IP Accnt#2222783132 Hailey Police Dept	Invoice	09/14/2017	09/25/2017	273.84	273.84	100-25-41717		917
9/14/17	4	IP Accnt#2203575119 STREET	Invoice	09/14/2017	09/25/2017	7.25	7.25	100-40-41715		917
9/14/17	5	IP Accnt#2200663470 CONTROL ELM ALLEY	Invoice	09/14/2017	09/25/2017	5.48	5.48	100-40-41717		917
9/14/17	6	IP Accnt#2204305425 ST-TRAFFIC LIGHTS	Invoice	09/14/2017	09/25/2017	109.97	109.97	100-40-41717		917
9/14/17	7	IP Accnt#2220558908 HEAGLE/1151 War Eagle	Invoice	09/14/2017	09/25/2017	14.94	14.94	100-40-41717		917
9/14/17	8	IP Accnt#2220558932 LIONS/11 CROY CREEK	Invoice	09/14/2017	09/25/2017	.81	.81	100-40-41717		917
9/14/17	9	IP Accnt#2221408442 BALMORAL RR	Invoice	09/14/2017	09/25/2017	8.55	8.55	100-50-41717		917
Total 22433 IDAHO POWER:						601.83	601.83			
5179 IDAHO SUNSHINE MEDIA										
5244	1	#5244 Library ad	Invoice	08/31/2017	09/25/2017	13.80	13.80	100-45-41319		917
Total 5179 IDAHO SUNSHINE MEDIA:						13.80	13.80			
534 IDEQ										
201806	1	DRINKING WATER FEE ASSESSMENT QUARTER	Invoice	08/24/2017	09/18/2017	2,747.00	2,747.00	200-60-41311		917
Total 534 IDEQ:						2,747.00	2,747.00			
306 IMPERIAL ASPHALT										
3424	1	CRACK SEAL AND SLURRY SEAL COAT WWTP	Invoice	08/09/2017	09/25/2017	9,816.20	9,816.20	210-70-41419		917
Total 306 IMPERIAL ASPHALT:						9,816.20	9,816.20			
612 INGRAM BOOK COMPANY										
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	7.25	7.25	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	92.32	92.32	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	2.31	2.31	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	31.28	31.28	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	38.02	38.02	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	10.63	10.63	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	57.44	57.44	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	78.38	78.38	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	70.79	70.79	100-45-41535		917
300141	1	Library Books and Materials	Invoice	08/25/2017	09/25/2017	21.26	21.26	100-45-41535		917
300686	1	Library Books and Materials	Invoice	08/29/2017	09/25/2017	11.60	11.60	100-45-41535		917
300686	1	Library Books and Materials	Invoice	08/29/2017	09/25/2017	9.51	9.51	100-45-41535		917
300686	1	Library Books and Materials	Invoice	08/29/2017	09/25/2017	221.65	221.65	100-45-41535		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
300686	1	Library Books and Materials	Invoice	08/29/2017	09/25/2017	2.89	2.89	100-45-41535		917
300686	1	Library Books and Materials	Invoice	08/29/2017	09/25/2017	155.59	155.59	100-45-41535		917
300686	1	Library Books and Materials	Invoice	08/29/2017	09/25/2017	10.07	10.07	100-45-41535		917
300686	1	Library Books and Materials	Invoice	08/29/2017	09/25/2017	21.26	21.26	100-45-41535		917
300686	1	Library Books and Materials	Invoice	08/29/2017	09/25/2017	11.86	11.86	100-45-41535		917
301797	1	Library Books and Materials	Invoice	09/01/2017	09/25/2017	14.56	14.56	100-45-41535		917
301797	1	Library Books and Materials	Invoice	09/01/2017	09/25/2017	11.59	11.59	100-45-41535		917
301797	1	Library Books and Materials	Invoice	09/01/2017	09/25/2017	20.70	20.70	100-45-41535		917
301797	1	Library Books and Materials	Invoice	09/01/2017	09/25/2017	8.37	8.37	100-45-41535		917
302822	1	Library Books and Materials	Invoice	09/07/2017	09/25/2017	31.92	31.92	100-45-41535		917
302822	1	Library Books and Materials	Invoice	09/07/2017	09/25/2017	26.55	26.55	100-45-41535		917
302822	1	Library Books and Materials	Invoice	09/07/2017	09/25/2017	31.33	31.33	100-45-41535		917
302822	1	Library Books and Materials	Invoice	09/07/2017	09/25/2017	94.62	94.62	100-45-41535		917
302822	1	Library Books and Materials	Invoice	09/07/2017	09/25/2017	15.68	15.68	100-45-41535		917
302822	1	Library Books and Materials	Invoice	09/07/2017	09/25/2017	46.44	46.44	100-45-41535		917
302822	1	Library Books and Materials	Invoice	09/07/2017	09/25/2017	9.49	9.49	100-45-41535		917
303047	1	Library Books and Materials	Invoice	09/08/2017	09/25/2017	15.68	15.68	100-45-41535		917
303047	1	Library Books and Materials	Invoice	09/08/2017	09/25/2017	102.71	102.71	100-45-41535		917
303047	1	Library Books and Materials	Invoice	09/08/2017	09/25/2017	93.51	93.51	100-45-41535		917
303656	1	Library Books and Materials	Invoice	09/12/2017	09/25/2017	10.05	10.05	100-45-41535		917
303656	1	Library Books and Materials	Invoice	09/12/2017	09/25/2017	44.19	44.19	100-45-41535		917
303656	1		Invoice	09/12/2017	09/25/2017	15.67	15.67	100-45-41535		917
304101	1	Library Books and Materials	Invoice	09/14/2017	09/25/2017	29.40-	29.40-	100-45-41535		917
999835	1	Library Books and Materials	Invoice	08/24/2017	09/25/2017	19.94	19.94	100-45-41535		917
Total 612 INGRAM BOOK COMPANY:						1,437.71	1,437.71			
5013 INSITE TOWERS LLC										
414848	1	DELLA MT TOWER RENTAL 414848	Invoice	09/15/2017	09/25/2017	65.79	65.79	100-42-41713		917
414848	2	DELLA MT TOWER RENTAL 414848	Invoice	09/15/2017	09/25/2017	65.80	65.80	200-42-41713		917
414848	3	DELLA MT TOWER RENTAL 414848	Invoice	09/15/2017	09/25/2017	65.80	65.80	210-42-41713		917
414848	4	DELLA MT TOWER RENTAL 414848	Invoice	09/15/2017	09/25/2017	498.16	498.16	200-60-41713		917
Total 5013 INSITE TOWERS LLC:						695.55	695.55			
229 INTEGRATED TECHNOLOGIES										
79932	1	HPD MAINTENANCE FOR SHARP	Invoice	08/29/2017	09/25/2017	55.00	55.00	100-25-41411		917
81106	1	MAINTENANCE FOR SHARP HPD	Invoice	09/18/2017	09/25/2017	64.36	64.36	100-25-41411		917
81155	1	INK FOR SHARP	Invoice	09/19/2017	09/25/2017	331.50	331.50	100-25-41411		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 229 INTEGRATED TECHNOLOGIES:						450.86	450.86			
50395 JACKSON GROUP PETERBILT										
CM173	1	CM173151 CREDIT EW3149 ECCO 48 PART RETU	Invoice	08/17/2017	09/25/2017	525.88-	525.88-	100-40-41405		917
Total 50395 JACKSON GROUP PETERBILT:						525.88-	525.88-			
330 JANE'S ARTIFACTS										
035073	1	035073 LAMINATING SHEETS	Invoice	08/24/2017	09/25/2017	27.99	27.99	100-50-41405		917
035079	1	library supplies	Invoice	08/25/2017	09/25/2017	74.57	74.57	100-45-41215		917
035384	1	035384 returned flood supplies from Inv. 033645	Invoice	09/14/2017	09/25/2017	15.26-	15.26-	100-15-41215		917
035384	2	035384 returned flood supplies from Inv. 033645	Invoice	09/14/2017	09/25/2017	15.26-	15.26-	200-15-41215		917
035384	3	035384 returned flood supplies from Inv. 033645	Invoice	09/14/2017	09/25/2017	15.25-	15.25-	210-15-41215		917
Total 330 JANE'S ARTIFACTS:						56.79	56.79			
378 JOHN DEERE LEASING COMPANY										
188246	1	1882466 524K LOADER LEASE	Invoice	08/19/2017	09/25/2017	16,242.53	16,242.53	100-40-41775		917
Total 378 JOHN DEERE LEASING COMPANY:						16,242.53	16,242.53			
386 L.L. GREENS										
386	1	HORNET TRAP	Invoice	09/13/2017	09/25/2017	14.99	14.99	200-60-41413		917
A48343	1	A483432 10" FOLDING SAW	Invoice	08/25/2017	09/25/2017	21.99	21.99	100-50-41403		917
Total 386 L.L. GREENS :						36.98	36.98			
366 LES SCHWAB TIRE CENTER										
117004	1	11700416374 FLAT REPAIR - SINGLE	Invoice	08/14/2017	09/25/2017	34.00	34.00	100-40-41415		917
117004	1	11700419670 BRAKE FLUID REPLACEMENT	Invoice	08/28/2017	09/25/2017	56.50	56.50	100-40-41415		917
117005	1	11700405744 Tire/Wheel CR WW	Invoice	06/30/2017	09/11/2017	13.00-	13.00-	210-70-41405		817
8/31/17	1	HPD VEHICLE TIRES AND MAINTENANCE	Invoice	08/31/2017	09/25/2017	1,011.92	1,011.92	100-25-41415		917
Total 366 LES SCHWAB TIRE CENTER:						1,089.42	1,089.42			
606 LIBRARY STORE										
90079	1	Book cart	Invoice	09/13/2017	09/25/2017	1,130.63	1,130.63	100-45-41539		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 606 LIBRARY STORE :						1,130.63	1,130.63			
928 MAGIC VALLEY LABS, INC.										
5302	1	DRINKING WATER BACTERIA SAMPLES	Invoice	08/28/2017	09/25/2017	112.00	112.00	200-60-41795		917
5302	2	INDIAN CREEK WEEKLY SAMPLE	Invoice	08/28/2017	09/25/2017	132.00	132.00	200-60-41795		917
5302	3	CONSTRUCTION SAMPLES	Invoice	08/28/2017	09/25/2017	16.00	16.00	200-60-41795		917
5303	1	WWTP LABS	Invoice	08/28/2017	09/25/2017	359.00	359.00	210-70-41795		917
Total 928 MAGIC VALLEY LABS, INC. :						619.00	619.00			
1858 MCBRYANT, DAVID & SUSAN										
SEPT.1	1	Refund CR Bal	Invoice	09/01/2017	09/25/2017	86.64	86.64	100-00-15110		917
Total 1858 MCBRYANT, DAVID & SUSAN:						86.64	86.64			
1854 MENDENHALL, KRIS										
SEPT.	1	Refund CR Bal - 2446 Winterhaven	Invoice	09/01/2017	09/25/2017	100.13	100.13	100-00-15110		917
Total 1854 MENDENHALL, KRIS:						100.13	100.13			
4495 MIDWEST TAPE										
953355	1	library materials/ dvd & music	Invoice	08/24/2017	09/25/2017	39.98	39.98	100-45-41535		917
953355	1	library materials/ dvd & music	Invoice	08/24/2017	09/25/2017	94.97	94.97	100-45-41535		917
953558	1	library materials/ dvd & music	Invoice	08/31/2017	09/25/2017	22.99	22.99	100-45-41535		917
953558	1	library materials/ dvd & music	Invoice	08/31/2017	09/25/2017	44.99	44.99	100-45-41535		917
953758	1	library materials/ dvd & music	Invoice	09/07/2017	09/25/2017	52.97	52.97	100-45-41535		917
953758	1	library materials/ dvd & music	Invoice	09/07/2017	09/25/2017	89.97	89.97	100-45-41535		917
953965	1	library materials/ dvd & music	Invoice	09/14/2017	09/25/2017	21.99	21.99	100-45-41535		917
Total 4495 MIDWEST TAPE:						367.86	367.86			
1853 MINDWARE										
SEPT.1	1	GRANT SUPPLIES	Invoice	09/14/2017	09/25/2017	439.95	439.95	100-45-41326	17.45.0003.1	917
Total 1853 MINDWARE:						439.95	439.95			
2367 MSC INDUSTRIAL SUPPLY CO.										
501548	1	MISC SHOP SUPPLIES WW	Invoice	08/28/2017	09/25/2017	211.52	211.52	210-70-41421		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 2367 MSC INDUSTRIAL SUPPLY CO.:						211.52	211.52			
5587 MUNICIPAL EMERGENCY SERVICES										
SO112	1	SO1122879 Veridian PPE - Aberbach	Invoice	08/24/2017	09/25/2017	855.00	855.00	100-55-41545		917
Total 5587 MUNICIPAL EMERGENCY SERVICES:						855.00	855.00			
251 NAPA AUTO PARTS										
06031	1	063091 CREDIT - CORE DEPOSIT RETURN	Invoice	06/15/2017	09/25/2017	30.00-	30.00-	100-40-41405		917
896261	1	896261 FITTINGS	Invoice	06/05/2017	09/25/2017	35.08	35.08	100-40-41405		917
896296	1	896296 FITTINGS	Invoice	06/05/2017	09/25/2017	29.36	29.36	100-40-41405		917
896632	1	896632 FUEL, OIL, AIR FILTERS; MISC HARDWAR	Invoice	06/07/2017	09/25/2017	407.43	407.43	100-40-41405		917
896698	1	896698 COUPLERS, GAUGE	Invoice	06/08/2017	09/25/2017	58.17	58.17	100-40-41403		917
896774	1	896774 CAP AND PLUG	Invoice	06/08/2017	09/25/2017	98.76	98.76	100-40-41405		917
897657	1	897657 AIR FILTER	Invoice	06/16/2017	09/25/2017	15.98	15.98	100-40-41405		917
897992	1	897992 FUEL FILTERS	Invoice	06/20/2017	09/25/2017	56.74	56.74	100-40-41405		917
898043	1	898043 CREDIT - RETURN AIR FILTER - ORIG CK	Invoice	06/20/2017	09/25/2017	130.74-	130.74-	100-40-41403		917
898832	1	898832 TRAILER CONN PLUG	Invoice	06/26/2017	09/25/2017	5.74	5.74	100-40-41405		917
898846	1	898846 TRAILER CABLE	Invoice	06/26/2017	09/25/2017	49.80	49.80	100-40-41405		917
898878	1	898878 FASTENERS AND HOOKS	Invoice	06/27/2017	09/25/2017	146.24	146.24	100-40-41405		917
899042	1	899042 CURVED RADIATOR HOSE	Invoice	06/28/2017	09/25/2017	35.88	35.88	100-40-41405		917
899108	1	899108 AIR FILTERS	Invoice	06/28/2017	09/25/2017	74.16	74.16	100-40-41405		917
899110	1	899110 CREDIT - MISC FILTERS AND CORE DEPO	Invoice	06/28/2017	09/25/2017	447.88-	447.88-	100-40-41405		917
899201	1	899201 SAFETY SHIELD	Invoice	06/29/2017	09/25/2017	24.33	24.33	100-40-41405		917
899261	1	899261 TOOLS - SHOP	Invoice	06/29/2017	09/25/2017	2,906.28	2,906.28	100-40-41405		917
899400	1	899400 OIL DRAIN PLUG GASKET	Invoice	06/30/2017	09/25/2017	.93	.93	100-40-41405		917
899678	1	899678 VALVE BALL AND COUPLERS	Invoice	07/05/2017	09/25/2017	47.77	47.77	100-40-41405		917
900224	1	900224 CABLE TIE	Invoice	07/10/2017	09/25/2017	15.98	15.98	100-40-41405		917
900526	1	900526 OIL FILTER	Invoice	07/11/2017	09/25/2017	3.29	3.29	100-40-41405		917
900531	1	900531 AIR FILTER	Invoice	07/11/2017	09/25/2017	10.49	10.49	100-40-41405		917
900536	1	900536 AIR FILTER	Invoice	07/11/2017	09/25/2017	16.79	16.79	100-40-41405		917
900557	1	900557 PUMP 1 GPM ASSY	Invoice	07/12/2017	09/25/2017	24.99	24.99	100-40-41405		917
900636	1	900636 TRAILER CONN SOCKET/CONNECTOR	Invoice	07/12/2017	09/25/2017	14.85	14.85	100-40-41405		917
900637	1	900637 - CREDIT - RETURN MISC SHOP TOOLS	Invoice	07/12/2017	09/25/2017	514.95-	514.95-	100-40-41405		917
900640	1	900640 HOSE END	Invoice	07/12/2017	09/25/2017	29.00	29.00	100-40-41405		917
900923	1	900923 CREDIT - RETURN HOSE END	Invoice	07/13/2017	09/25/2017	29.00-	29.00-	100-40-41405		917
900923	2	900923 HOSE END	Invoice	07/13/2017	09/25/2017	22.86	22.86	100-40-41405		917
900934	1	900934 AIR VALVE 1 WAY CHECK	Invoice	07/14/2017	09/25/2017	22.36	22.36	100-40-41405		917
901304	1	901304 GOVERNOR	Invoice	07/18/2017	09/25/2017	17.93	17.93	100-40-41405		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
901325	1	901325 FLEX SERP TL SET, MECH TOOL SET	Invoice	07/18/2017	09/25/2017	344.96	344.96	100-40-41405		917
901389	1	901389 FITTINGS, AIR BRAKE	Invoice	07/18/2017	09/25/2017	31.74	31.74	100-40-41405		917
901584	1	901584 FITTING, HOSE END	Invoice	07/19/2017	09/25/2017	21.29	21.29	100-40-41405		917
901635	1	901635 CREDIT - RETURN FITTING, HOSE END	Invoice	07/20/2017	09/25/2017	2.93-	2.93-	100-40-41405		917
902007	1	902007 NON-CHLOR BRAKE CLNR	Invoice	07/24/2017	09/25/2017	26.88	26.88	100-40-41405		917
902286	1	802286 OIL FILTER, TRAN FILTER	Invoice	07/26/2017	09/25/2017	38.66	38.66	100-40-41405		917
902517	1	902517 T-30 SERVICE DIAPHRAGM	Invoice	07/27/2017	09/25/2017	4.78	4.78	100-40-41405		917
902934	1	902934 CREDIT - RETURN PUMP 1 GPM ASSY	Invoice	07/31/2017	09/25/2017	24.99-	24.99-	100-40-41405		917
903134	1	903134 HOSE AND HOSE ENDS	Invoice	08/02/2017	09/25/2017	47.27	47.27	100-40-41405		917
Total 251 NAPA AUTO PARTS:						3,506.28	3,506.28			
307 NORTH CENTRAL LABORATORIES										
394803	1	LAB QA/QC STANDARDS	Invoice	08/28/2017	09/25/2017	57.98	57.98	210-70-41795		917
Total 307 NORTH CENTRAL LABORATORIES :						57.98	57.98			
257 NORTHWEST EQUIPMENT SALES, INC										
00669	1	END DUMP TRAILER	Invoice	09/12/2017	09/25/2017	47,935.00	47,935.00	210-70-41529	13.42.0009.1	917
153925	1	153925T TRACTOR PROTECTION V	Invoice	07/28/2017	09/25/2017	311.45	311.45	100-40-41405		917
154581	1	HYDRAULIC HOSE AND ENDS WWTP	Invoice	09/13/2017	09/25/2017	347.38	347.38	210-70-41405		917
Total 257 NORTHWEST EQUIPMENT SALES, INC:						48,593.83	48,593.83			
401 OHIO GULCH TRANSFER STATION										
057107	1	057107 CLEAN WOOD WASTE - FLOOD 2017	Invoice	07/16/2017	09/25/2017	6.30	6.30	100-40-41403	17.40.0002.1	917
057591	1	057591 CLEAN WOOD WASTE	Invoice	07/11/2017	09/25/2017	10.90	10.90	100-40-41403		917
058300	1	058300 CLEAN WOOD WASTE	Invoice	07/18/2017	09/25/2017	8.20	8.20	100-40-41403		917
061790	1	061790 ASPHALT DIRT LUMBER	Invoice	08/21/2017	09/25/2017	36.80	36.80	100-40-41403		917
062171	1	062171 CLEAN WOOD WASTE	Invoice	08/24/2017	09/25/2017	9.90	9.90	100-40-41403		917
062193	1	062193 CLEAN WOOD WASTE	Invoice	08/24/2017	09/25/2017	6.30	6.30	100-40-41403		917
Total 401 OHIO GULCH TRANSFER STATION:						78.40	78.40			
50387 OLD CUTTERS HOMEOWNERS ASSOCIATION										
673	1	673 55% OF POWER BILL AUG. 2017	Invoice	08/14/2017	09/25/2017	258.93	258.93	100-50-41717		917
Total 50387 OLD CUTTERS HOMEOWNERS ASSOCIATION:						258.93	258.93			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
50298 O'REILLY AUTO PARTS										
4635-3	1	310345 CREDIT - RETURN BRAKEBEST ORIG. PO	Invoice	07/31/2017	09/25/2017	117.78-	117.78-	100-40-41405		917
4635-3	1	4635-310818 CREDIT - RETURN BRAKEBEST ORI	Invoice	08/02/2017	09/25/2017	86.65-	86.65-	100-40-41405		917
Total 50298 O'REILLY AUTO PARTS:						204.43-	204.43-			
1856 PAULINE, CARY & HELENE										
SEPT.1	1	Refund CR Bal - 1261 Snowfly Drive	Invoice	09/01/2017	09/25/2017	181.53	181.53	100-00-15110		917
Total 1856 PAULINE, CARY & HELENE:						181.53	181.53			
1402 PECK, TODD										
8/28/17	1	TRAVEL EXPENSES FOR TRAINING PER DIEM SE	Invoice	08/28/2017	09/25/2017	280.50	280.50	100-25-41724		917
Total 1402 PECK, TODD:						280.50	280.50			
8586 POGUE, RICHARD										
91117	1	P&Z Stipend	Invoice	09/11/2017	09/25/2017	56.25	56.25	100-10-41313		917
91117	2	P&Z Stipend	Invoice	09/11/2017	09/25/2017	28.12	28.12	200-10-41313		917
91117	3	P&Z Stipend	Invoice	09/11/2017	09/25/2017	28.13	28.13	210-10-41313		917
Total 8586 POGUE, RICHARD:						112.50	112.50			
3181 QUALITY TOOL CONNECTION										
43073	1	43073 SHOP REPLACEMENT TOOLS	Invoice	06/27/2017	09/25/2017	160.15	160.15	100-40-41405		917
Total 3181 QUALITY TOOL CONNECTION:						160.15	160.15			
2143 RESPOND FIRST AID SYSTEMS										
76840	1	76840 FIRST AID SUPPLIES	Invoice	09/07/2017	09/25/2017	59.11	59.11	100-40-41215		917
Total 2143 RESPOND FIRST AID SYSTEMS:						59.11	59.11			
159 ROBERTS ELECTRIC INC.										
401708	1	LABOR	Invoice	07/28/2017	09/25/2017	112.50	112.50	200-60-41401		917
Total 159 ROBERTS ELECTRIC INC.:						112.50	112.50			
5129 RUSH TRUCK CENTERS OF ID INC										
300700	1	30070080515 CREDIT - RETURN BRAKER CLEAN	Invoice	07/06/2017	09/25/2017	64.44-	64.44-	100-40-41405		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
300708	1	3007004593 BRAKE CLEANER	Invoice	07/13/2017	09/25/2017	64.44	64.44	100-40-41405		917
Total 5129 RUSH TRUCK CENTERS OF ID INC:						.00	.00			
1857 SALAMANCA, NORMA										
SEPT.	1	Refund CR Bal - 3311 Flowing Wells Dr.	Invoice	09/01/2017	09/25/2017	2.57	2.57	200-00-20314		917
Total 1857 SALAMANCA, NORMA:						2.57	2.57			
4330 SCANLON, OWEN										
91117	1	P&Z Stipend	Invoice	09/11/2017	09/25/2017	56.25	56.25	100-10-41313		917
91117	2	P&Z Stipend	Invoice	09/11/2017	09/25/2017	28.12	28.12	200-10-41313		917
91117	3	P&Z Stipend	Invoice	09/11/2017	09/25/2017	28.13	28.13	210-10-41313		917
Total 4330 SCANLON, OWEN:						112.50	112.50			
5494 SILVER CREEK										
S17481	1	IRRIGATION PARTS	Invoice	08/04/2017	09/25/2017	5.54	5.54	200-60-41413		917
S17574	1	S1757402.001 COUPLINGS	Invoice	08/25/2017	09/25/2017	9.08	9.08	100-50-41403		917
Total 5494 SILVER CREEK:						14.62	14.62			
7002 SMITH, DAN										
91117	1	P&Z Stipend	Invoice	09/11/2017	09/25/2017	56.25	56.25	100-10-41313		917
91117	2	P&Z Stipend	Invoice	09/11/2017	09/25/2017	28.12	28.12	200-10-41313		917
91117	3	P&Z Stipend	Invoice	09/11/2017	09/25/2017	28.13	28.13	210-10-41313		917
Total 7002 SMITH, DAN:						112.50	112.50			
5144 SUN VALLEY ECONOMIC DEVELOPMENT										
720	1	Sun Valley Economic Summit Registration 2017	Invoice	08/31/2017	09/25/2017	500.00	500.00	100-20-41723		917
Total 5144 SUN VALLEY ECONOMIC DEVELOPMENT:						500.00	500.00			
1839 SWEETWATER ALPINE										
1 OF 5	1	Refund CR Bal. 2471 Grange Wy	Invoice	08/31/2017	09/25/2017	60.45	60.45	100-00-15110		917
2 OF 5	1	Refund CR Bal. 2503 Grange Wy	Invoice	08/31/2017	09/25/2017	79.48	79.48	100-00-15110		917
3 OF 5	1	Refund CR. Bal. 2451 Woodside Blvd.	Invoice	08/31/2017	09/25/2017	68.20	68.20	100-00-15110		917
4 OF 5	1	Refund CR Bal. 2453 Woodside blvd	Invoice	08/31/2017	09/25/2017	219.68	219.68	100-00-15110		917
5 OF 5	1	Refund CR. Bal. 2455 Woodside Blvd.	Invoice	08/31/2017	09/25/2017	15.68	15.68	100-00-15110		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 1839 SWEETWATER ALPINE:						443.49	443.49			
8799 TREASURE VALLEY PIPE SUPPLY										
19509	1	19509 48" GALV PIPE, 48" DIMPLE BAND	Invoice	08/08/2017	09/25/2017	3,390.00	3,390.00	100-40-41403		917
Total 8799 TREASURE VALLEY PIPE SUPPLY:						3,390.00	3,390.00			
5188 UNIQUE MANAGEMENT SERVICES										
449663	1	Library Debt Collections	Invoice	09/01/2017	09/25/2017	116.35	116.35	100-45-41325		917
Total 5188 UNIQUE MANAGEMENT SERVICES:						116.35	116.35			
2817 UNITED OIL										
390677	1	DYED LS DIESEL EX WW	Invoice	08/29/2017	09/25/2017	619.26	619.26	210-70-41719		917
500142	1	500142 BULK HYDRAULIC FLUID	Invoice	07/31/2017	09/25/2017	442.75	442.75	100-40-41719		917
862842	1	#862842 Fuel Charges for 8/15/2017-8/31/2017	Invoice	08/31/2017	09/25/2017	325.07	325.07	100-55-41719		917
862843	1	HPD GAS	Invoice	08/31/2017	09/25/2017	634.30	634.30	100-25-41719		917
862844	1	862844 8/15 - 8/31/17 FUEL CHARGES	Invoice	08/31/2017	09/25/2017	284.17	284.17	100-41-41719		917
862845	1	PUMPED VEHICLE FUEL W	Invoice	08/31/2017	09/25/2017	353.73	353.73	200-60-41719		917
862846	1	PUMPED FUEL WW	Invoice	08/31/2017	09/25/2017	58.61	58.61	210-70-41719		917
Total 2817 UNITED OIL:						2,717.89	2,717.89			
1216 UPPER CASE PRINTING, INK										
12342	1	12342 direct payment flyer and newsletter	Invoice	09/08/2017	09/25/2017	106.36	106.36	100-15-41323		917
12342	2	12342 direct payment flyer and newsletter	Invoice	09/08/2017	09/25/2017	106.35	106.35	200-15-41323		917
12342	3	12342 direct payment flyer and newsletter	Invoice	09/08/2017	09/25/2017	106.35	106.35	210-15-41323		917
Total 1216 UPPER CASE PRINTING, INK:						319.06	319.06			
1253 US BANK										
SEPT.	1	GEN OBLIG BOND SERIES 2010	Invoice	09/01/2017	09/25/2017	350.00	350.00	140-50-41613		917
Total 1253 US BANK:						350.00	350.00			
22444 USA BLUE BOOK										
352301	1	CAUTION TAPE	Invoice	08/28/2017	09/25/2017	188.41	188.41	200-60-41403		917
352301	1	TRAFFIC CONES	Invoice	08/28/2017	09/25/2017	443.40	443.40	200-60-41403		917
359984	1	SOLENIOD VALVE	Invoice	09/06/2017	09/25/2017	433.29	433.29	200-60-41401		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 22444 USA BLUE BOOK:						1,065.10	1,065.10			
645 VALLEY CAR WASH										
6/11/17	1	CAR WASHES HPD VEHICLES	Invoice	06/11/2017	09/25/2017	5.00	5.00	100-25-41415		917
8/27/17	1	8.27.17 PROPANE	Invoice	08/27/2017	09/25/2017	14.66	14.66	100-40-41719		917
Total 645 VALLEY CAR WASH:						19.66	19.66			
762 VERIZON WIRELESS										
9/7/17	1	MONTHLY CELL PHONE BILL STREETS	Invoice	09/07/2017	09/25/2017	51.67	51.67	100-40-41713		917
9/7/17	2	MONTHLY CELL PHONE BILL Water	Invoice	09/07/2017	09/25/2017	75.26	75.26	200-60-41713		917
9/7/17	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	09/07/2017	09/25/2017	125.93	125.93	210-70-41713		917
9/7/17	4	MONTHLY CELL PHONE BILL Parks	Invoice	09/07/2017	09/25/2017	40.01	40.01	100-50-41713		917
979199	1	MONTHLY CELL PHONE BILL Parks	Invoice	09/01/2017	09/25/2017	108.14	108.14	100-50-41713		917
Total 762 VERIZON WIRELESS :						401.01	401.01			
367 WALKER SAND AND GRAVEL										
004526	1	452608 DUMP NONORGANIC	Invoice	08/01/2017	09/25/2017	143.70	143.70	100-40-41403		917
004526	1	452609 ROAD MIX 3/4 MINUS	Invoice	08/01/2017	09/25/2017	145.61	145.61	100-40-41403		917
004526	1	452643 DUMP ORGANIC	Invoice	08/01/2017	09/25/2017	160.80	160.80	100-40-41403		917
004526	1	452644 ROAD MIX 3/4 MINUS	Invoice	08/01/2017	09/25/2017	150.61	150.61	100-40-41403		917
004528	1	452801 DUMP ORGANIC	Invoice	08/03/2017	09/25/2017	204.70	204.70	100-40-41403		917
004528	1	452803 ROAD MIX 3/4 MINUS	Invoice	08/03/2017	09/25/2017	136.48	136.48	100-40-41403		917
004528	1	452804 DUMP FILL	Invoice	08/03/2017	09/25/2017	67.23	67.23	100-40-41403		917
004528	1	452807 ROAD MIX 3/4 MINUS	Invoice	08/03/2017	09/25/2017	149.06	149.06	100-40-41403		917
004528	1	452816 DUMP FILL	Invoice	08/03/2017	09/25/2017	54.69	54.69	100-40-41403		917
004528	1	452819 ROAD MIX 3/4 MINUS	Invoice	08/03/2017	09/25/2017	141.08	141.08	100-40-41403		917
004528	1	452820 DUMP FILL	Invoice	08/03/2017	09/25/2017	76.20	76.20	100-40-41403		917
004528	1	452822 ROAD MIX 3/4 MINUS	Invoice	08/03/2017	09/25/2017	149.26	149.26	100-40-41403		917
004528	1	452831 DUMP FILL	Invoice	08/03/2017	09/25/2017	70.47	70.47	100-40-41403		917
004528	1	452833 ROAD MIX 3/4 MINUS	Invoice	08/03/2017	09/25/2017	144.80	144.80	100-40-41403		917
004528	1	452835 DUMP FILL	Invoice	08/03/2017	09/25/2017	77.85	77.85	100-40-41403		917
004528	1	452839 ROAD MIX 3/4 MINUS	Invoice	08/03/2017	09/25/2017	154.67	154.67	100-40-41403		917
004528	1	452876 DUMP NONORGANIC	Invoice	08/03/2017	09/25/2017	133.50	133.50	100-40-41403		917
004528	1	452878 ROAD MIX 3/4 MINUS	Invoice	08/03/2017	09/25/2017	142.10	142.10	100-40-41403		917
004532	1	453219 DUMP NONORGANIC	Invoice	08/08/2017	09/25/2017	168.30	168.30	100-40-41403		917
004532	1	453224 ROAD MIX 3/4 MINUS	Invoice	08/08/2017	09/25/2017	151.36	151.36	100-40-41403		917
004533	1	453343 DUMP NONORGANIC	Invoice	08/09/2017	09/25/2017	149.34	149.34	100-40-41403		917

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
004533	1	453349 ROAD MIX 3/4 MINUS	Invoice	08/09/2017	09/25/2017	173.60	173.60	100-40-41403		917
004538	1	453823 DUMP NONORGANIC	Invoice	08/15/2017	09/25/2017	112.98	112.98	100-40-41403		917
004538	1	453824 DUMP NONORGANIC	Invoice	08/15/2017	09/25/2017	59.16	59.16	100-40-41403		917
004538	1	453828 ROAD MIX 3/4 MINUS	Invoice	08/15/2017	09/25/2017	108.84	108.84	100-40-41403		917
004538	1	453829 ROAD MIX 3/4 MINUS	Invoice	08/15/2017	09/25/2017	137.97	137.97	100-40-41403		917
004538	1	453856 DUMP FILL	Invoice	08/15/2017	09/25/2017	48.30	48.30	100-40-41403		917
004539	1	453931 DUMP NONORGANIC	Invoice	08/16/2017	09/25/2017	71.94	71.94	100-40-41403		917
004539	1	453933 ROAD MIX 3/4 MINUS	Invoice	08/16/2017	09/25/2017	137.57	137.57	100-40-41403		917
004539	1	453948 DUMP FILL	Invoice	08/16/2017	09/25/2017	64.92	64.92	100-40-41403		917
004539	1	453951 ROAD MIX 3/4 MINUS	Invoice	08/16/2017	09/25/2017	146.89	146.89	100-40-41403		917
004542	1	454271 DUMP FILL	Invoice	08/22/2017	09/25/2017	58.95	58.95	100-40-41403		917
004542	1	454273 ROAD MIX 3/4 MINUS	Invoice	08/22/2017	09/25/2017	153.25	153.25	100-40-41403		917
004543	1	454339 DUMP FILL	Invoice	08/22/2017	09/25/2017	57.63	57.63	100-40-41403		917
004543	1	454340 ROAD MIX 3/4 MINUS	Invoice	08/22/2017	09/25/2017	155.48	155.48	100-40-41403		917
004544	1	454407 DUMP FILL	Invoice	08/23/2017	09/25/2017	64.26	64.26	100-40-41403		917
004544	1	454411 ROAD MIX 3/4 MINUS	Invoice	08/23/2017	09/25/2017	140.41	140.41	100-40-41403		917
004544	1	454441 ROAD MIX 3/4 MINUS	Invoice	08/23/2017	09/25/2017	134.12	134.12	100-40-41403		917
004549	1	454931 ROAD MIX 3/4 MINUS	Invoice	08/28/2017	09/25/2017	144.26	144.26	100-40-41403		917
004549	1	454956 MATERIAL DUMP FILL	Invoice	08/28/2017	09/25/2017	21.42	21.42	100-40-41403		917
004549	1	454961 ROAD MIX 3/4 MINUS	Invoice	08/28/2017	09/25/2017	139.66	139.66	100-40-41403		917
004550	1	455002 MATERIAL DUMP FILL	Invoice	08/28/2017	09/25/2017	4.59	4.59	100-40-41403		917
004550	1	455003 ROAD MIX 3/4 MINUS	Invoice	08/28/2017	09/25/2017	145.27	145.27	100-40-41403		917
004561	1	DUMP FEE	Invoice	09/18/2017	09/25/2017	80.46	80.46	200-60-41403		917
004561	1	DUMP FEE	Invoice	09/18/2017	09/25/2017	61.26	61.26	200-60-41403		917
004561	1	DUMP FEE	Invoice	09/18/2017	09/25/2017	47.58	47.58	200-60-41403		917
Total 367 WALKER SAND AND GRAVEL :						5,242.58	5,242.58			
4004 WAXIE SANITARY SUPPLY										
767922	1	76792214 NITRILE POWDER - SHOP	Invoice	06/30/2017	09/25/2017	19.04	19.04	100-40-41405		917
769128	1	76912897 CLEANING SUPPLIES - CITY HALL	Invoice	08/28/2017	09/25/2017	76.77	76.77	100-42-41413		917
769128	2	76912897 CLEANING SUPPLIES - CITY HALL	Invoice	08/28/2017	09/25/2017	76.78	76.78	200-42-41413		917
769128	3	76912897 CLEANING SUPPLIES - CITY HALL	Invoice	08/28/2017	09/25/2017	76.78	76.78	210-42-41413		917
769128	1	76912898 CLEANING SUPPLIES - LIBRARY	Invoice	08/28/2017	09/25/2017	163.13	163.13	100-45-41413		917
769128	1	76912900 DOGGIE BAGS, TP, TRASH BAGS	Invoice	08/28/2017	09/25/2017	600.00	600.00	100-50-41403		917
769129	1	76912899 SOAP, AIR FRESH, KITCHEN ROLL	Invoice	08/28/2017	09/25/2017	117.39	117.39	100-50-41615		917
769219	1	76921904 AIR FRESHENER	Invoice	08/31/2017	09/25/2017	18.70	18.70	100-50-41615		917
Total 4004 WAXIE SANITARY SUPPLY:						1,148.59	1,148.59			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
811 WOOD RIVER FIRE & RESCUE										
1879	1	EMT Book	Invoice	09/06/2017	09/25/2017	182.21	182.21	100-55-41723		917
1880	1	#1880 Employee reimbursement - EMT Stand By	Invoice	09/11/2017	09/25/2017	50.28	50.28	100-55-41313		917
Total 811 WOOD RIVER FIRE & RESCUE :						232.49	232.49			
1851 ZAGO, ROGER & BARBARA										
9-1-17	1	Refund CR BAL - 740 Red Ash Dr. # F-3	Invoice	09/01/2017	09/25/2017	36.64	36.64	100-00-15110		917
Total 1851 ZAGO, ROGER & BARBARA:						36.64	36.64			
Total :						147,789.94	147,789.94			
Grand Totals:						147,789.94	147,789.94			

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	886.18	.00	886.18
100-00-20320	247.32	.00	247.32
100-00-20325	6,644.25	.00	6,644.25
100-10-41313	281.25	.00	281.25
100-10-41707	4,009.81	.00	4,009.81
100-10-41717	79.00	.00	79.00
100-15-41126	91.45	.00	91.45
100-15-41215	43.75	15.26-	28.49
100-15-41319	87.72	.00	87.72
100-15-41323	705.97	.00	705.97
100-15-41533	207.63	.00	207.63
100-15-41711	291.14	.00	291.14
100-15-41713	4.51	.00	4.51
100-20-41126	137.17	.00	137.17
100-20-41313	1,002.50	.00	1,002.50
100-20-41319	878.20	.00	878.20
100-20-41323	138.50	.00	138.50
100-20-41539	4.02	.00	4.02

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/25/17 **DEPARTMENTS:** Community Development **DEPT. HEAD SIGNATURE: LH**

SUBJECT:
Phoebe Pilaro, represented by Alpine Enterprises, Inc., has submitted an application for a Lot Line Amendment in the Townsite Overlay District. The applicant is proposing to separate Jimmy's Garden into a separate lot. The lot would comprise the previous lots 23 and 24 of Block 35. These lots contain the park, Jimmy's Garden. Jimmy's Garden is leased to the City of Hailey, as per the lease agreement dated 2007. The house to the north would remain on a separate lot.

Section 16.03.040 of the Subdivision Chapter 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 plan approval, the applicant may submit a final plat application within one year for a public hearing before the Council.

The Planning and Zoning Commission recommended approval of this application on August 25 2017. A staff report and the Commission Findings are attached to this report.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code 5.20
(IFAPPLICABLE)

ATTACHMENTS:

1) Staff Report
2) Commission Findings of Fact, Conclusions of Law and Decision dated August 14, 2017.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
The Council shall review the lot line adjustment and continue the public hearing, approve, conditionally approve, or deny the application.

The following conditions are suggested to be placed on any approval of this application:

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:

b) All City infrastructure requirements shall be met as outlined in Chapter 16.05 of the Subdivision Title. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to,

the following requirements and improvements:

c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Subdivision Title.

d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to subsections 16.03.030(I) and 16.05.090(B) of the Subdivision Title, prior to recordation of the final plat.

e) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.

f) Any subdivision inspection fees due shall be paid prior to recording the final plat.

g) Any application development impact fees shall be paid prior to recording the final plat.

Motion Language:

Approval:

Motion to approve the Preliminary Plat application for Phoebe Pilaro for Lot 17A, Block 35 Hailey Townsite, finding that the application meets all City standards, subject to conditions a-g.

Denial:

Motion to deny the Preliminary Plat application for Phoebe Pilaro for Lot 17A, Block 35 Hailey Townsite, finding that _____ (Council should cite which standards are not met and provided the reason why each identified standard is not met).

Continuation:

Motion to continue the public hearing upon the Preliminary Plat application for Phoebe Pilaro for Lot 17A, Block 35 Hailey Townsite to _____ [the Council should specify a date].

ADMINISTRATIVE COMMENTS/APPROVAL:

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

---

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): Copies

Instrument # _____

STAFF REPORT

TO: Hailey City Council

FROM: Lisa Horowitz, Community Development Director

RE: Lot Line Adjustment

HEARING: September 25, 2017

Applicant: Alpine Enterprises/Bruce Smith on behalf of Phoebe Pilaro

Project: Lot Line Adjustment in Townsite Overlay

Request: Lot Line Adjustment in Townsite Overlay

Location: Lot 17A, Block 35 Hailey Townsite (110 South 2nd Avenue, Hailey)

Zoning: General Residential (GR) and Townsite Overlay (TO)

Note: Staff analysis is in lighter type.

Notice

Notice for the public hearing was published in the Idaho Mountain Express on July 26, and __ 2017; the notice was mailed to property owners within 300 feet on July 26, 2017.

Application

Phoebe Pilaro, represented by Alpine Enterprises, Inc., has submitted an application for a Lot Line Amendment in the Townsite Overlay District. Section 16.06.030 of Title 16 states the following:

> **The modification of original Hailey Townsite lot lines that results in more than one platted lot shall not be reviewed as a Lot Line Adjustment. (Ord. 1002, §8, 03/26/2008)**

Therefore, this lot line application is being processed as a Preliminary Plat. The City Attorney is of the opinion that the intent of the above section is to allow for additional review of Lot Line Adjustments in Townsite Overlay via a public hearing before the Commission and Council.

The applicant is proposing to separate Jimmy's Garden into a separate lot. The lot would comprise the previous lots 23 and 24 of Block 35. These lots contain the park, Jimmy's Garden. Jimmy's Garden is leased to the City of Hailey, as per the lease agreement dated 2007. The house

to the north would remain on a separate lot.

Section 16.03.040 of the Subdivision Chapter 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 plan approval, the applicant may submit a final plat application within one year for a public hearing before the Council.

The Planning and Zoning Commisison recommended approval of this application on August 14, 2018.

Department Comments
Life/safety issues:

Water and Sewer issues: Water service exists to Jimmy's Garden separate from the house.

Engineering issues: None raised

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.

Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.
The streets and alleys are existing. The general configuration of the lot line amendment is consistent with the old Hailey platting pattern.

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 and alleys are existing, and are 100' wide old Hailey streets.

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 newly reconfigured lot will have both alley and street access.

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 and alleys are existing: 100' wide old Hailey streets and 26' wide alley.

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

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 Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.
There is no organized drainage in the neighborhood. All of the properties on this block are relatively flat. Development of the Jimmy's Garden Park provided for drainage on this site. Drainage within the plat is adequate for the level of development permitted in this zone district.

I. **Signage:**
The Developer shall provide and install all street and traffic control signs in accordance with City Standards.
N/A

J. **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

K. **Private Streets:**
Standards 1-6 regarding private streets are not applicable.

L. **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 existing house to the north accesses from the alley. Jimmy's Garden has alley access if needed in the future.

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.
N/A. No driveways are proposed.

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.**

It is unlikely that any driveways will be longer than 150 feet.

4. **Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.**

N/A

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.**

N/A.

M. 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

N. 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.

This is a lot line adjustment, which in Townsite Overlay, is processed as a short plat to allow for neighborhood comment. The City Attorney has advised that all of the requirements of a subdivision do not apply for Lot Line Adjustments. Sidewalks exist, although are in need of repair due to root damage in front of the residence, to the north of Jimmy's Garden.

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.**

A 26' wide alley exists to the rear of the lots. Utilities are currently located in this alley. This alley meets city requirements.

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.

Most of the above conditions do not exist on the subject property.

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 Zoning Chapter.
Both lots meet the minimum lot size of 6,000 square feet:
Lot 17A: 6,100 sq. ft.
Lot 17B: 17,850 sq. ft.

The house and outbuildings on Lot 17B meet setbacks.

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 resubdivision 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 Townsite Overlay District 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.

F. **In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.**
The lots follow the original historic platting pattern, and maintain frontage on the street and the alley.

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.**
7. **Provisions for ongoing maintenance.**

N/A

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.

N/A

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

The City Attorney has advised that the Parks and Pathways requirement is not required of 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.

N/A

2. Pathways: The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this title.

N/A

Multiple Ownership:

N/A

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

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. No construction is planned.

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.

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.
Street cuts will not be needed; utilities are located in the alley.

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.
Connections will be required to meet City wastewater requirements.

16.05.040 Water Connections:

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

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.
This has been made a condition of approval.

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.

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.

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.

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.

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

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.

<u>Summary and Suggested Conditions</u>

The Council shall review the lot line adjustment and continue the public hearing, approve, conditionally approve, or deny the application.

The following conditions are suggested to be placed on any approval of this application:

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:

b) All City infrastructure requirements shall be met as outlined in Chapter 16.05 of the Subdivision Title. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:

c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Subdivision Title.

d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to subsections 16.03.030(I) and 16.05.090(B) of the Subdivision Title, prior to recordation of the final plat.

e) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.

f) Any subdivision inspection fees due shall be paid prior to recording the final plat.

g) Any application development impact fees shall be paid prior to recording the final plat.

Motion Language:

Approval:

Motion to approve the Preliminary Plat application for Phoebe Pilaro for Lot 17A, Block 35 Hailey Townsite, finding that the application meets all City standards, subject to conditions a-g.

Denial:

Motion to deny the Preliminary Plat application for Phoebe Pilaro for Lot 17A, Block 35 Hailey Townsite, finding that _____ (Commission should cite which standards are not met and provided the reason why each identified standard is not met).

Continuation:

Motion to continue the public hearing upon the Preliminary Plat application for Phoebe Pilaro for Lot 17A, Block 35 Hailey Townsite to _____ [the Commission should specify a date].

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On August 18, 2017, the Hailey Planning and Zoning Commission considered an application for a Lot Line Amendment, submitted by Alpine Enterprises, Inc., representing Phoebe Pilaro, in the Townsite Overlay (TO) Zoning District.

Findings of Fact

Notice
Notice for the public hearing was published in the Idaho Mountain Express on July 26, 2017; the notice was mailed to property owners within 300 feet on July 26, 2017.

Application
Phoebe Pilaro, represented by Alpine Enterprises, Inc., has submitted an application for a Lot Line Amendment in the Townsite Overlay District. Section 16.06.030 of Title 16 states the following:

> **The modification of original Hailey Townsite lot lines that results in more than one platted lot shall not be reviewed as a Lot Line Adjustment. (Ord. 1002, §8, 03/26/2008)**

Therefore, this lot line application is being processed as a Preliminary Plat. The City Attorney is of the opinion that the intent of the above section is to allow for additional review of Lot Line Adjustments in Townsite Overlay via a public hearing before the Commission and Council.

The applicant is proposing to separate Jimmy's Garden into a separate lot. The lot would comprise the previous lots 23 and 24 of Block 35. These lots contain the park, Jimmy's Garden. Jimmy's Garden is leased to the City of Hailey, as per the attached lease agreement dated 2007. The house to the north would remain on a separate lot.

Section 16.03.040 of the Subdivision Chapter 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 plan approval, the applicant may submit a final plat application within one year for a public hearing before the Council.

Department Comments
Life/safety issues: None raised
Water and Sewer issues: Water service exists to Jimmy's Garden separate from the house.
Engineering issues: None raised

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.

Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.

The streets and alleys are existing. The general configuration of the lot line amendment is consistent with the old Hailey platting pattern.

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 and alleys are existing, and are 100' wide old Hailey streets.

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 newly reconfigured lot will have both alley and street access.

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 and alleys are existing: 100' wide old Hailey streets and 26' wide alley.

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

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 Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.

There is no organized drainage in the neighborhood. All of the properties on this block are relatively flat. Development of the Jimmy's Garden Park provided for drainage on this site. Drainage within the plat is adequate for the level of development permitted in this zone district.

I. **Signage:**
The Developer shall provide and install all street and traffic control signs in accordance with City Standards.
N/A

J. 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

K. Private Streets:
Standards 1-6 regarding private streets are not applicable.

L. 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 existing house to the north accesses from the alley. Jimmy's Garden has alley access if needed in the future.

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.
N/A. No driveways are proposed.

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.

It is unlikely that any driveways will be longer than 150 feet.

4. Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.

N/A

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.

N/A.

M. **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

N. **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.**

This is a lot line adjustment, which in Townsite Overlay, is processed as a short plat to allow for neighborhood comment. The City Attorney has advised that all of the requirements of a subdivision do not apply for Lot Line Adjustments. Sidewalks exist, although are in need of repair due to root damage in front of the residence, to the north of Jimmy's Garden.

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.

A 26' wide alley exists to the rear of the three lots. Utilities are currently located in this alley. This alley meets city requirements.

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.

Most of the above conditions do not exist on the subject property.

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 Zoning Chapter.

Both lots meet the minimum lot size of 6,000 square feet:
Lot 17A: 6,100 sq. ft.
Lot 17B: 17,850 sq. ft.

The house and outbuildings on Lot 17B meet setbacks.

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 resubdivision 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 Townsite Overlay District 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.

F. **In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.**
The lots follow the original historic platting pattern, and maintain frontage on the street and the alley.

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.
7. Provisions for ongoing maintenance.

N/A

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.

N/A

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
The City Attorney has advised that the Parks and Pathways requirement is not required of 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.**
N/A

2. **Pathways: The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this title.**
N/A

Multiple Ownership:
N/A

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

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. No construction is planned.

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.

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.

Street cuts will not be needed; utilities are located in the alley.

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.

Connections will be required to meet City wastewater requirements.

16.05.040 Water Connections:

A. **Requirements:**

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

Water connections will be required to meet City water department requirements.

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.

This has been made a condition of approval.

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.

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.

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.

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.

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
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.

Conclusions of Law

Based on the above Findings of Fact, the Hailey Planning and Zoning Commission makes the following Conclusions of Law and Decision:

1. Adequate notice for Preliminary Plat of a Lot Line Adjustment, pursuant to Section 6 of the Hailey Subdivision Ordinance, was given.
2. The application conforms to the definition of a Lot Line Adjustment.
3. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.

Decision

The application for a Lot Line Adjustment submitted by Alpine Enterprises, Inc., representing Phoebe Pilaro, to separate Jimmy's Garden into a separate lot. The lot would comprise the previous lots 23 and 24 of Block 35. These lots contain the park, Jimmy's Garden. Jimmy's Garden is leased to the City of Hailey, as per the attached lease agreement dated 2007. The house to the north would remain on a separate lot.

The following conditions are suggested to be placed on any approval of this application:

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:

b) All City infrastructure requirements shall be met as outlined in Chapter 16.05 of the Subdivision Title. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:

c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Subdivision Title.

d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to subsections 16.03.030(I) and 16.05.090(B) of the Subdivision Title, prior to recordation of the final plat.

e) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.

f) Any subdivision inspection fees due shall be paid prior to recording the final plat.

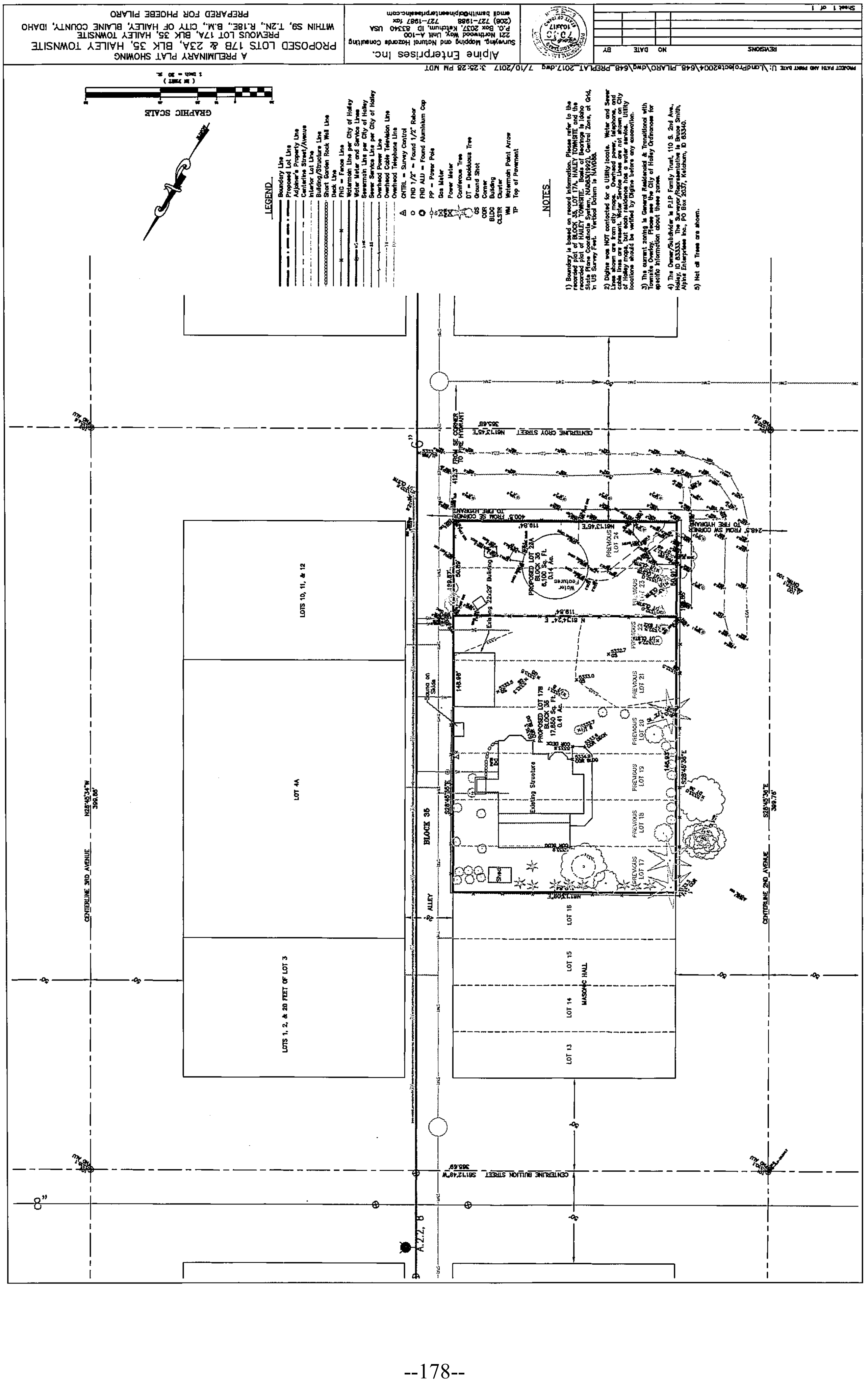
g) Any application development impact fees shall be paid prior to recording the final plat.

Signed this 11th day of September, 2017.

Janet Fugate, Planning & Zoning Commission Chair

Attest:

Robyn Davis, Community Development Assistant


A PRELIMINARY PLAT SHOWING
PROPOSED LOTS 17B & 23A, BLK 35, HAILEY TOWNSITE
PREVIOUS LOT 17A, BLK 35, HAILEY TOWNSITE
WITHIN S9, T.2N., R.18E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
PREPARED FOR PHOEBE PILARO
Alpine Enterprises Inc.
Surveying, Mapping and Natural Hazards Consulting
P.O. Box 2037, Ketchum, ID 83340 USA
221 Northwood Way, Unit A-100
(208) 727-1988 727-1987 fax
GRAPHIC SCALE
LEGEND
NOTES
CENTERLINE CROY STREET
CENTERLINE BULLION STREET
CENTERLINE 3RD AVENUE
CENTERLINE 2ND AVENUE
BLOCK 35
ALLEY
LOTS 10, 11, & 12
LOT 4A
LOTS 1, 2, & 20 FEET OF LOT 3
PROPOSED LOT 23A
PROPOSED LOT 17B
Existing Structure
MASONIC HALL
LOT 13
LOT 14
LOT 15
LOT 16

N

A Vicinty Map Showing
Block 35, Lot 17A, Hailey

SCALE: 1" = 200'

ALPINE ENTERPRISES INC.

PO Box 2037
221 Northwood Way, A-100
Ketchum, Idaho
208-727-1988

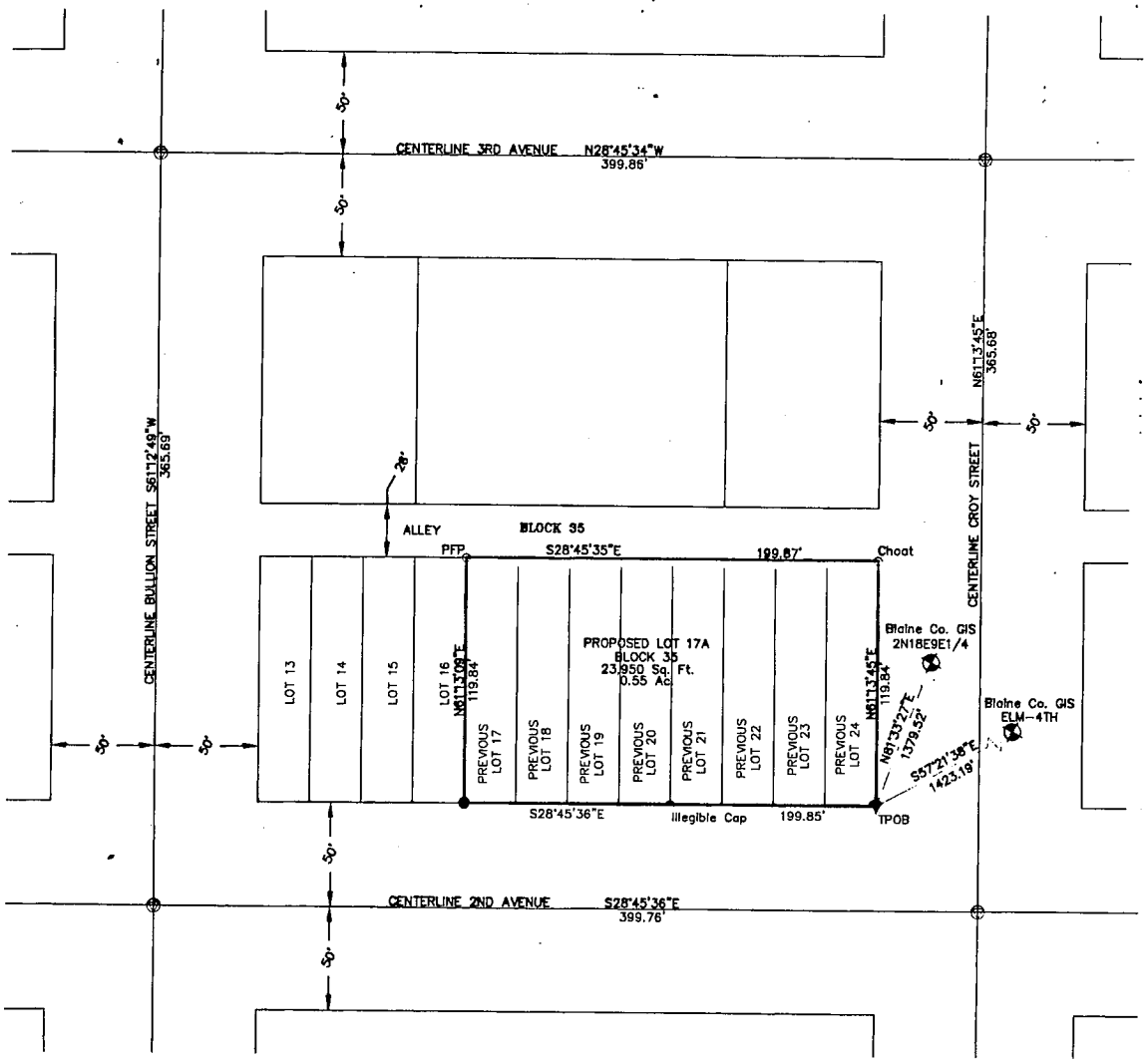
July 2017

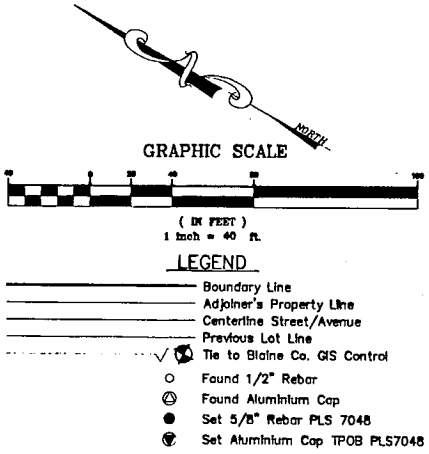
A PLAT SHOWING

HAILEY TOWNSITE, BLOCK 35; LOT 17A

WHEREIN LOTS 17–24, BLOCK 35, BECOME LOT 17A, BLOCK 35, AS SHOWN
LOCATED WITHIN SECTION 9, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

JUNE 2006





NOTES

1). BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM NAD83(1992) AT GRID IN U.S. SURVEY FEET PER BLAINE COUNTY GIS. COMBINED SCALE FACTOR IS 0.9997037, GROUND DISTANCES WILL BE SLIGHTLY LONGER.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

6/7/2006
Date

South Central District Health Dept., EHS

PROFESSIONAL LAND SURVEYOR REGISTERED 7048 STATE OF IDAHO BRUCE SMITH

HAILEY TOWNSITE, BLOCK 35, LOT 17A
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

A parcel of land located within Section 9, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho; more particularly described as follows:

LOTS 17–24, BLOCK 35, HAILEY TOWNSITE TO BE REPLATTED AS LOT 17A.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owner, to hereby include said land in this plat.

CA Pilaro

CHRIS PILARO, CAP 13, INC.

ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Blaine } ss

On this 5th day of June, 2006, before me, a Notary Public in and for said State, personally appeared Chris Pilaro, known or identified to me, to be the president, vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Alice C. Packer
Notary Public
State of Idaho

Alice C. Packer
Notary Public in and for said State

Ketchum
Residing at

August 24, 2011
My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.

PROFESSIONAL LAND SURVEYOR REGISTERED 7048 10 NOV 05 STATE OF IDAHO BRUCE SMITH

COUNTY SURVEYOR'S APPROVAL

I, Jim W. Koonce, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Koonce
11/11/05

APPROVAL OF HAILEY CITY PLANNING & ZONING COMMISSION

The foregoing plat was approved by the Hailey City Planning & Zoning Commission on this 12 day of November, 2005.

Chair of the Commission

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council and Mayor of Hailey on this 16th day of November, 2005.

Heather Dawson
City Clerk

Susan McBryant
Mayor

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Thomas Hellen, City Engineer for the City of Hailey on this 2nd day of June, 2006.

City Engineer

COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat of HAILEY TOWNSITE, BLOCK 35; LOT 17A, is hereby approved this 7th day of June, 2006.

Vicki L. Duke by Gail Robinson
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho, on this _____ day of _____, 2006, at ___ M., and duly recorded in Plat Book _____, at page _____.

Instrument # 636688
HAILEY, BLAINE, IDAHO
2006-06-23 11:15:00 No. of Pages: 2
Recorded for: ALPINE ENTERPRISES
MARSHA RIEMANN Fee: 11.00
Ex-Officio Recorder Deputy MPP
Index to: PLATS

Ex-officio Recorder

HAILEY TOWNSITE, BLOCK 35,
LOT 17A
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 2 OF 2

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/25/17 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Public hearing on recommendations from the Planning and Zoning Commission regarding text changes to Title 17, Chapter 17.05, District Use Matrix and Chapter 17.02, Definitions

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AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code 5.20
(IFAPPLICABLE)
Ordinance 1208, adopting changes to various District Use Matrix definitions, was adopted by the Council on December 5, 2016. An error was made and the definition of "recreational facility, residential" was inadvertently omitted, and a word was missing from the definition of "performing arts center". The City Attorney has recommended adopting a new Ordinance to correct this error. No changes are proposed to the substance of adopted Ordinance 1208.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

__ _	City Attorney	___	City Administrator	___	Engineer	___	Building
___	Library	_x__	Planning		___ Fire Dept.	___	_____
___	Safety Committee	___	P & Z Commission	___	Police	___	_____
__X_	Streets	_X__	Public Works, Parks		___Mayor	___	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Move to conduct a first reading and read by title only of Ordinance __, an Ordinance regarding "City-initiated Text Amendments to Title 17, Section 17.05, District Use Matrix, to clarify various definitions.

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 # _____

HAILEY ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, REPEALING HAILEY ORDINANCE NO. 1208; AMENDING SECTION 17.02 OF THE HAILEY MUNICIPAL CODE, TO ADD THE DEFINITIONS OF HEALTH AND FITNESS FACILITY; STUDIO, ARTIST; PERFORMING ARTS CENTER; RECREATION FACILITY, COMMERCIAL; RECREATION FACILITY, PUBLIC; AND RECREATION FACILITY, RESIDENTIAL; AMENDING SECTION 17.05 OF THE HAILEY MUNICIPAL CODE TO DELETE THE USES TO THE DISTRICT USE MATRIX CONSISTING OF DANCE AND MARTIAL ART STUDIOS, FITNESS FACILITIES; PHYSICAL FITNESS FACILITIES; NON PROFIT RECREATIONAL CENTER; ARTS, ENTERTAINMENT AND RECREATION USES (INDOOR AND OUTDOOR); ARTS, ENTERTAINMENT AND RECREATION USES, EXCEPT OUTDOOR ARENAS AND AMUSEMENT PARKS; AND RECREATIONAL FACILITIES PRIMARILY FOR INSTRUCTION, AND TO ADD THE USES TO THE DISTRICT USE MATRIX CONSISTING OF HEALTH AND FITNESS FACILITY; PERFORMING ARTS CENTER; STUDIO, ARTIST; RECREATION FACILITY, RESIDENTIAL; RECREATION FACILITY, COMMERCIAL INDOOR; RECREATION FACILITY, COMMERCIAL OUTDOOR; AND RECREATION FACILITY, PUBLIC; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council adopted Hailey Ordinance No. 1208 and found that an amendment to the Title 17 of the Hailey Zoning Ordinance Title 17 conforms to the Hailey Comprehensive Plan;

WHEREAS, Hailey Ordinance No. 1208 added definitions for "Health and Fitness Facility", "Studio, Artist", "Performing Arts Center", "Recreation Facility, Commercial", "Recreation Facility, Public" and "Recreation Facility, Residential";

WHEREAS, Hailey Ordinance No. 1208 deleted uses which were dated, over-lapping or unclear;

WHEREAS, Hailey Ordinance No. 1208 erroneously omitted "recreation facility, residential" from the district use matrix and erroneously omitted a word in the definition of "performing arts center"; and

WHEREAS, the amendments described in this ordinance correct the omissions in Hailey Ordinance No. 1208 and will promote the public health, safety and general welfare.

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

Section 1. Hailey Ordinance No. 1208 is hereby repealed in its entirety.

Section 2. Chapter 17.02 of Zoning Code Title 17 is hereby amended to add the following definitions:

HEALTH AND FITNESS FACILITY: A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons, including, but not limited to, gymnasiums, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

STUDIO, ARTIST: Work space within an enclosed structure for artists and artisans, including individuals practicing one of the fine arts or performing arts, or skilled in an applied art or craft. Also includes recording studios. Incidental retail sales of items produced on the premises is allowed.

PERFORMING ARTS CENTER: A facility housing the elements needed to support a performing arts organization. Such facility may have functions associated either with an on-site or off-site live performance theater, but not including performing arts space within schools.

RECREATION FACILITY, COMMERCIAL: A recreation facility operated as a business and open to the general public for a fee. Typically uses include, but are not limited to, arcades, sport facilities, swimming pools, laser tag and paintball courses, billiards, skating rinks, driving ranges, miniature golf, water courses and motorized car tracks.

RECREATION FACILITY, PUBLIC: A publicly owned and operated recreation facility.

RECREATION FACILITY, RESIDENTIAL: A recreation facility for use solely by the residents and guests of a particular residential development, planned unit development, or residential neighborhood, including outdoor and indoor facilities. These facilities are usually proposed or planned in association with development and located within or adjacent to such development.

Section 3. Chapter 17.05 of Zoning Code Title 17 is hereby amended by the addition of the underlined language and the deletion of the stricken language, as follows:

Description (Excerpt)	Districts & Corridors												
	RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-S(	SCI-I
~~Dance and martial art studios, fitness facilities.~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~C~~	~~N~~
~~Physical fitness facilities.~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~C~~	~~N~~	~~N~~	~~N~~
~~Non profit recreation center~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~C~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
~~Arts, entertainment and recreation uses (indoor and outdoor).~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~P~~	~~N~~	~~P~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
~~Arts, entertainment and recreation uses, except outdoor arenas and amusement parks.~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~P~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
~~Indoor recreational facilities primarily for instruction.~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~	~~P~~	~~N~~	~~N~~	~~N~~	~~N~~
Health and Fitness Facility	N	N	N	N	N	P	C	P	P	C	N	C	C
Performing Arts Center	N	N	N	N	N	P	N	P	P	N	N	N	N
Recreation Facility, Residential	N	P	P	P	N	P	N	N	N	N	N	N	N
Studio, Artist	N	N	N	N	N	P	N	N	P	N	N	C	C
Recreation Facility, Commercial, Indoor	N	N	N	N	N	P	N	P	N	N	N	N	N
Recreation Facility, Commercial, Outdoor	N	N	N	N	N	C	N	C	N	N	N	N	N
Recreation Facility, Public	P	P	P	P	P	P	P	P	P	P	P	P	P

Section 4. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 5. Repealer Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

Section 6. Effective Date. This ordinance shall be in full force and effect from and after the required three (3) readings, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___ DAY OF _____, 2017.

_____
Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

_____
Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/25/17 **DEPARTMENT: PW** **DEPT. HEAD SIGNATURE: MM**

SUBJECT: Resolution 2017-___; amending Water and Wastewater Fees for FY 2018.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
This resolution is meant to be a comprehensive accounting of all water and wastewater related fees beginning in the new fiscal year. The only fees shown here that are proposed to change are the connection fees and a 9% reduction in the water base fee. The rest are carried over from the previous FY 16 and FY 17 water and wastewater Resolution 2015-85 and are incorporated in this Resolution 2017-___. This provides for all FY 18 fees to be found in one resolution at the beginning of each fiscal year.

The following fees are proposed to change from the current FY 17 fees:

- Wastewater Connection Fees – 6.67% increase
- Water Connection Fees – 4.3% increase
- Water Base Monthly User Fee – 9% decrease

All other fees are carried over from previous resolutions and no changes are proposed. When fees are increase by more than 5%, a public hearing must be held, after it has been noticed (published twice). A draft of the hearing notice is attached.

METHOD: Acting as the City's Engineer, Galena Engineering used water and wastewater divisions' FY 2018 budgets and together with staff developed the connection fees for both divisions. There were few updates made to connection fees – additions to the city's inventoried infrastructure and depreciation values changed these fees for FY 2018. The following is a summary of the changes proposed.

WATER AND WASTEWATER USER FEES

Water and Wastewater User (Rate) Fees: The Municipal Code states that we set rates annually in order to cover expenses listed in the budget we set each year. For the last two years we have had rate/fee increases, one for water user fees (rates) in FY 2016 and another for wastewater user fees (rates) in FY 2015. Staff has attempted to minimize budget increases this year, in hopes of not requiring additional fee increase to cover wastewater and water expenses. The wastewater budget is up 13.7% from last year and the water budget is up 11.9%. It is staff's hope that we can collect this amount of revenue based on current revenue rates and estimated fund balance from this current budget. The majority of water user fees are collected between June and September, so a significant portion of revenue has not been received yet; therefore, we are basing the last two months of revenue on projections from prior years. After this revenue is received and analyzed in October, we will reassess whether we can meet our budget needs without a rate increase. If the actual amount of revenue is lower than estimated, a user fee (rate) increase will likely be needed to cover water and waste water division expenses.

Base Monthly Water User Fee: This is charged to each user monthly, and is proposed to decrease 9% to $7.94 from $8.66 per user per month.

Water Connection Fees: The connection fee for a typical ¾" connection is currently $4,181.02 and is proposed to change to $4,361.51. This is a $180.49 increase, or 4.3%.

Wastewater Connection Fees: The connection fee for a typical ¾" connection is currently $2,562.56 and is proposed to change to $2,745.68. This is a $183.12 increase, or a 6.67% increase.

Resolution 2017-____ is attached showing amended and existing wastewater and water fees. The only fees amended in the Resolution are those described above; the rest of the fees are not proposed for any changes.

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	☐	_____
☐	Fire Dept.	☐	P & Z Commission	☐	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to authorize the Mayor's signature and approve Resolution No. 2017-___ authorizing fiscal year 2018 water and wastewater fees.

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)

NOTICE OF PUBLIC HEARING
to consider
A WASTE WATER HOOK-UP FEE INCREASE
CITY OF HAILEY, IDAHO

NOTICE IS HEREBY GIVEN, that the City Council of the City of Hailey, Idaho, will hold a public hearing pursuant to Idaho Code § 63-1311A to consider a proposed fee increase, in excess of five percent (5%) of the current fee amount, to comply with Hailey Municipal Code § 13.04.140, said hearing to be held at Hailey City Hall Meeting Room, 115 South Main Street, Hailey, Idaho, at 5:30 p.m. on September 25, 2017. Written or oral comments about the proposed fee increase are invited. Public hearing will be taken upon proposed the fee increase. A copy of the proposed fees is available at City Hall for inspection during regular office hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.

Dated this 5th day of September, 2017, by Mary Cone, Hailey City Clerk

Publication dates of said notice are September 13 and 20, 2017, in the Idaho Mountain Express.

HAILEY RESOLUTION NO. 2017-___

A RESOLUTION OF THE HAILEY CITY COUNCIL APPROVING RATES AND FEES FOR WATER AND WASTEWATER DURING FISCAL YEAR 2018 PURSUANT TO CHAPTERS 13.04 AND 13.08, HAILEY MUNICIPAL CODE

WHEREAS, the Mayor and the City Council of the City of Hailey have determined water conservation is a desired goal for the City of Hailey Water Division;

WHEREAS, the Mayor and the City Council of the City of Hailey have determined that establishing methods for metering water usage will assist the goal of water conservation;

WHEREAS, the Mayor and the City Council of the City of Hailey have amended Chapter 13.04 of the Hailey Municipal Code, Water and Wastewater Systems, to establish procedures for determining wastewater and water connection fees;

WHEREAS, the construction and maintenance of municipal water and wastewater systems are valid proprietary functions of the City of Hailey;

WHEREAS, the mandatory connection to the municipal water and wastewater systems is a valid exercise of the police powers of the City of Hailey;

WHEREAS, the fees imposed by this resolution are segregated into separate funds and are not placed into the general fund for the City of Hailey;

WHEREAS, the connection fees imposed by this resolution are to be used generally for the replacement and depreciation of the water and wastewater systems, while the user fees imposed by this resolution are to be used to pay for indebtedness and general operating costs of the systems;

WHEREAS, the fees imposed by this resolution have been studied and reviewed by an Idaho licensed Engineer and are intended to be reasonably related to the benefit conveyed to the residents of the City of Hailey;

WHEREAS, the user fees imposed by this resolution are intended to make the systems self-supporting and produce revenues for the payment of indebtedness;

WHEREAS, Hailey's Municipal Code Chapter 13.04 requires that the Hailey City Council review, and make appropriate adjustments to Hailey's water and sewer user fees, administrative fees and connection fees; and

WHEREAS, the Hailey City Council has reviewed the engineer's calculations which provide the rational basis for the establishment of water and sewer user and connection fees, which are established in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho that Resolution 2016-111, Sections #2 §§13.04.130(A)(1) and (2), #4, and **#5 is hereby repealed and replaced with the following new Sections: #2** §§13.04.130(A)(1) and (2), #4, and

#5 and the fees established in the remaining Sections #1, #2§§13.04.130(A)(3) and (5), #3 and #6-8 shall continue to be effective as adopted herein:

Section 1. Adoption of Water and Wastewater Service Connection Permit and Inspection Fee - §13.04.040(B) and 13.04.050(B). The City Council of the City of Hailey hereby adopts the following water and wastewater service connection permit and inspection fee:

New water service connection permit and inspection fee: $50.00
New wastewater service connection permit and inspection fee: $50.00

Section 2. Adoption of Water User Fees - §§13.04.130(A)(1), (2), (3) and (5.) The City Council of the City of Hailey hereby adopts the following Water User Fees:

Base and Metered Water Fee - §§13.04.130(A)(1) and (2). The monthly water fee shall be established per **Table 1 – Water User Fees**, below, which show the usage fee per 1000 gallons, the base fee at $7.94 per month.

Bond Payment Fee - §§13.04.130(A)(3). The bond fee amount of $3.16 shall be charged monthly for each municipal connection or for each Dwelling Unit within a Multiple-Family Dwelling. The bond fee of $3.18 shall be charged to those who have a connection, whether or not they currently have active or disconnected water service.

Fill Spout Fee - §§13.04.130(A)(5). The fill spout fee shall be $350.00 for an annual permit and $65.00 for a weekly permit.

Table 1
WATER

Gallons	Rate	Current Rate (upper limit)
1-10,000	$ 0.44	$4.40
11,000-20,000	$ 0.88	$8.80
21,000-30,000	$ 1.32	$13.20
31,000-40,000	$ 1.76	$17.60
41,000-50,000	$ 2.20	$22.00
51,000-60,000	$ 2.64	$26.40
61,000-70,000	$ 3.08	$30.80
71,000-80,000	$ 3.52	$35.20
81,000-90,000	$ 3.96	$39.60
91,000-100,000	$ 4.40	$44.00
101,000-150,000	$ 4.84	$242.00
151,000 & above	$ 5.28	

BOND	$3.18
Base rate	$7.94

Effective October 2017

The base fee is included in the table below; the bond fee is not.

GALLONS	WTR FEES	GALLONS	WTR FEES	GALLONS	WTR FEES	GALLONS	WTR FEES	GALLONS	WTR FEES
1000	$8.38	51000	$76.58	101000	$254.78	151000	$497.22	201000	$761.22
2000	$8.82	52000	$79.22	102000	$259.62	152000	$502.50	202000	$766.50
3000	$9.26	53000	$81.86	103000	$264.46	153000	$507.78	203000	$771.78
4000	$9.70	54000	$84.50	104000	$269.30	154000	$513.06	204000	$777.06
5000	$10.14	55000	$87.14	105000	$274.14	155000	$518.34	205000	$782.34
6000	$10.58	56000	$89.78	106000	$278.98	156000	$523.62	206000	$787.62
7000	$11.02	57000	$92.42	107000	$283.82	157000	$528.90	207000	$792.90
8000	$11.46	58000	$95.06	108000	$288.66	158000	$534.18	208000	$798.18
9000	$11.90	59000	$97.70	109000	$293.50	159000	$539.46	209000	$803.46
10000	$12.34	60000	$100.34	110000	$298.34	160000	$544.74	210000	$808.74
11000	$13.22	61000	$103.42	111000	$303.18	161000	$550.02	211000	$814.02
12000	$14.10	62000	$106.50	112000	$308.02	162000	$555.30	212000	$819.30
13000	$14.98	63000	$109.58	113000	$312.86	163000	$560.58	213000	$824.58
14000	$15.86	64000	$112.66	114000	$317.70	164000	$565.86	214000	$829.86
15000	$16.74	65000	$115.74	115000	$322.54	165000	$571.14	215000	$835.14
16000	$17.62	66000	$118.82	116000	$327.38	166000	$576.42	216000	$840.42
17000	$18.50	67000	$121.90	117000	$332.22	167000	$581.70	217000	$845.70
18000	$19.38	68000	$124.98	118000	$337.06	168000	$586.98	218000	$850.98
19000	$20.26	69000	$128.06	119000	$341.90	169000	$592.26	219000	$856.26
20000	$21.14	70000	$131.14	120000	$346.74	170000	$597.54	220000	$861.54
21000	$22.46	71000	$134.66	121000	$351.58	171000	$602.82	221000	$866.82
22000	$23.78	72000	$138.18	122000	$356.42	172000	$608.10	222000	$872.10
23000	$25.10	73000	$141.70	123000	$361.26	173000	$613.38	223000	$877.38
24000	$26.42	74000	$145.22	124000	$366.10	174000	$618.66	224000	$882.66
25000	$27.74	75000	$148.74	125000	$370.94	175000	$623.94	225000	$887.94
26000	$29.06	76000	$152.26	126000	$375.78	176000	$629.22	226000	$893.22
27000	$30.38	77000	$155.78	127000	$380.62	177000	$634.50	227000	$898.50
28000	$31.70	78000	$159.30	128000	$385.46	178000	$639.78	228000	$903.78
29000	$33.02	79000	$162.82	129000	$390.30	179000	$645.06	229000	$909.06
30000	$34.34	80000	$166.34	130000	$395.14	180000	$650.34	230000	$914.34
31000	$36.10	81000	$170.30	131000	$399.98	181000	$655.62	231000	$919.62
32000	$37.86	82000	$174.26	132000	$404.82	182000	$660.90	232000	$924.90
33000	$39.62	83000	$178.22	133000	$409.66	183000	$666.18	233000	$930.18
34000	$41.38	84000	$182.18	134000	$414.50	184000	$671.46	234000	$935.46
35000	$43.14	85000	$186.14	135000	$419.34	185000	$676.74	235000	$940.74
36000	$44.90	86000	$190.10	136000	$424.18	186000	$682.02	236000	$946.02
37000	$46.66	87000	$194.06	137000	$429.02	187000	$687.30	237000	$951.30
38000	$48.42	88000	$198.02	138000	$433.86	188000	$692.58	238000	$956.58
39000	$50.18	89000	$201.98	139000	$438.70	189000	$697.86	239000	$961.86
40000	$51.94	90000	$205.94	140000	$443.54	190000	$703.14	240000	$967.14
41000	$54.14	91000	$210.34	141000	$448.38	191000	$708.42	241000	$972.42
42000	$56.34	92000	$214.74	142000	$453.22	192000	$713.70	242000	$977.70
43000	$58.54	93000	$219.14	143000	$458.06	193000	$718.98	243000	$982.98
44000	$60.74	94000	$223.54	144000	$462.90	194000	$724.26	244000	$988.26
45000	$62.94	95000	$227.94	145000	$467.74	195000	$729.54	245000	$993.54
46000	$65.14	96000	$232.34	146000	$472.58	196000	$734.82	246000	$998.82
47000	$67.34	97000	$236.74	147000	$477.42	197000	$740.10	247000	$1,004.10
48000	$69.54	98000	$241.14	148000	$482.26	198000	$745.38	248000	$1,009.38
49000	$71.74	99000	$245.54	149000	$487.10	199000	$750.66	249000	$1,014.66
50000	$73.94	100000	$249.94	150000	$491.94	200000	$755.94	250000	$1,019.94

Section 3. Adoption of Wastewater User Fees - §§13.04.130(B)(1), (2), and (3.) The City Council of the City of Hailey hereby adopts the following changes to the Water User Fees.

User Fees – §§13.04.130(B)(1) and (3). The Wastewater User Fees shall include a metered fee and a bond payment fee assessed per 1000 gallons, as shown in **Table 2-Wastewater User Fees,** below.

Bond Payment Fee for non-users - §13.04.130(B)(3). A minimum charge of $15.15 shall be charged to those who have a wastewater connection, but currently have disconnected their service.

TABLE 2

Rate/1,000 Gallons after 6,000 gallons $9.40

WASTEWATER RATES

GALLONS		GALLONS		GALLONS	
0-1000 & disconnected service	$15.15	51000	$479.40	101000	$949.40
2000	$23.63	52000	$488.80	102000	$958.80
3000	$32.11	53000	$498.20	103000	$968.20
4000	$40.59	54000	$507.60	104000	$977.60
5000	$49.07	55000	$517.00	105000	$987.00
6000	$57.55	56000	$526.40	106000	$996.40
7000	$65.80	57000	$535.80	107000	$1,005.80
8000	$75.20	58000	$545.20	108000	$1,015.20
9000	$84.60	59000	$554.60	109000	$1,024.60
10000	$94.00	60000	$564.00	110000	$1,034.00
11000	$103.40	61000	$573.40	111000	$1,043.40
12000	$112.80	62000	$582.80	112000	$1,052.80
13000	$122.20	63000	$592.20	113000	$1,062.20
14000	$131.60	64000	$601.60	114000	$1,071.60
15000	$141.00	65000	$611.00	115000	$1,081.00
16000	$150.40	66000	$620.40	116000	$1,090.40
17000	$159.80	67000	$629.80	117000	$1,099.80
18000	$169.20	68000	$639.20	118000	$1,109.20
19000	$178.60	69000	$648.60	119000	$1,118.60
20000	$188.00	70000	$658.00	120000	$1,128.00
21000	$197.40	71000	$667.40	121000	$1,137.40
22000	$206.80	72000	$676.80	122000	$1,146.80
23000	$216.20	73000	$686.20	123000	$1,156.20
24000	$225.60	74000	$695.60	124000	$1,165.60
25000	$235.00	75000	$705.00	125000	$1,175.00
26000	$244.40	76000	$714.40	126000	$1,184.40
27000	$253.80	77000	$723.80	127000	$1,193.80
28000	$263.20	78000	$733.20	128000	$1,203.20
29000	$272.60	79000	$742.60	129000	$1,212.60
30000	$282.00	80000	$752.00	130000	$1,222.00
31000	$291.40	81000	$761.40	131000	$1,231.40
32000	$300.80	82000	$770.80	132000	$1,240.80
33000	$310.20	83000	$780.20	133000	$1,250.20
34000	$319.60	84000	$789.60	134000	$1,259.60
35000	$329.00	85000	$799.00	135000	$1,269.00
36000	$338.40	86000	$808.40	136000	$1,278.40
37000	$347.80	87000	$817.80	137000	$1,287.80
38000	$357.20	88000	$827.20	138000	$1,297.20
39000	$366.60	89000	$836.60	139000	$1,306.60
40000	$376.00	90000	$846.00	140000	$1,316.00
41000	$385.40	91000	$855.40	141000	$1,325.40
42000	$394.80	92000	$864.80	142000	$1,334.80
43000	$404.20	93000	$874.20	143000	$1,344.20
44000	$413.60	94000	$883.60	144000	$1,353.60
45000	$423.00	95000	$893.00	145000	$1,363.00
46000	$432.40	96000	$902.40	146000	$1,372.40
47000	$441.80	97000	$911.80	147000	$1,381.80
48000	$451.20	98000	$921.20	148000	$1,391.20
49000	$460.60	99000	$930.60	149000	$1,400.60
50000	$470.00	100000	$940.00	150000	$1,410.00

Section 4. Adoption of Reduced Water User Base Fee and Wastewater Meter and Bond Fees - §§13.04.130(C.) The City Council of the City of Hailey hereby adopts the following reduced fee for Water and Wastewater:

Circuit Breaker User Fees:

Wastewater Meter and Bond Fees	Water Base Fee
85% of the total charge. This amount is a 15% reduction in the total wastewater fees.	40% of $7.94. This amount is a 60% reduction and shall be $3.18.

Section 5. Adoption of Connection Fees - §13.04.140. The City Council of the City of Hailey hereby adopts the following changes to the connection fee schedule:

Water Division: Water connection fees shall be $4,362.00 per equivalent connection. An equivalent connection is served by a ¾" meter. Water connection fees for properties installing larger meters, are set at a ratio to the single equivalent connection fee as shown in the **Table 3 – Water & Wastewater Connection Fees**, below.

Wastewater Division: Wastewater connection fees shall be $2,746.00 per equivalent connection. An equivalent connection is served by a ¾" water meter. Wastewater connection fees for properties installing larger meters, are set at a ratio to the single equivalent connection fee as shown in **Table 3- Water &Wastewater Connection Fees**, below.

Table 3 – Water & Wastewater Connection Fees

Water Service Size	**Water**	**Wastewater**
¾"	$4,362.00	$2,746.00
1"	$7,415.00	$4,668.00
1 ½"	$14,395.00	$9,061.00
2"	$23,119.00	$14,554.00

Section 6. Adoption of Municipal Water and Wastewater System Administration Fees - §§13.04.150(D), (F), (G), (I), and (J). The City Council of the City of Hailey hereby adopts the following Administrative Fees:

Discontinuance Fee – Non-payment: The Administrative fee for a discontinuance notice shall be $37.50. Recommencement Fee – Non-payment: The Administrative fee for recommencing a service terminated for non-payment shall be $37.50. Customers who, in the last one (1) year, have not been sent late payment delinquent account notices, or have maintained current payment of water and wastewater service fees without delinquency, been charged insufficient fund fees, may request and administrative staff may approve a reversal of a one-time insufficient funds fee.

An insufficient funds fee shall be assessed to applicable accounts in the amount of $20.00 or the face amount of the dishonored check, whichever is less, provided notice is provided to the maker of the check. *See Idaho Code §§ 28-22-105 and 28-22-106.*

Owner Requested Discontinuance Fee: The fee for an owner requested discontinuance of service shall be $37.50. Owner Requested Recommencement Fee: The fee for an owner requested recommencement of service shall be $37.50.

Commencement and Discontinuance fees shall be waived for a twenty-four (24) hour turn on and off for home inspections and plumbing repairs for property sales and foreclosures.

Property owner, account transfer and tenant/landlord agreements shall be assessed a $25.00 administrative fee.

Section 7. Private Water and Wastewater System Inspection Fee – §13.04.160(A).

The permit and inspection fee for a new private water system shall be $100.00. The permit and inspection fee for a new private wastewater system shall be $100.00.

Section 8. Adoption of Water Conservation Violation Discontinuance and Recommencement Fee - §§ 13.08.040(B.)

Water Conservation Violation Discontinuance Fee: The discontinuance fee for violating Hailey Municipal Code Section 13.08.010 shall be $50.00.

Water Conservation Violation Recommencement Fee: The recommencement fee for violating Hailey Municipal Code Section 13.08.010 shall be $50.00.

Section 9. Effective Date. The fees adopted by this Resolution shall be effective on October 1 , 2017.

Passed this _____ day of September, 2017

_____
Fritz Haemmerle, Mayor, City of Hailey

ATTEST:

_____
Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/25/17 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Draft Letter, Hailey comments on the BLM Travel Plan

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AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code 5.20
(IFAPPLICABLE)
The Bureau of Land management (BLM) is seeking comments on the Wood River Valley Travel Management Plan. This important document will guide the construction of motorized and nonmotorized trails on BLM lands surrounding Hailey.

John Kurtz, BLM Recreation Planner and project lead, attended the August 7, 2017 Council meeting and gave a preliminary overview of the project.

Comments are due to the BLM on September 29, 2017. A draft letter for Council review and input is attached to this report. Staff will show proposed trails and areas of interest in Google Earth at the Council meeting.

ATTACHMENTS
1) Draft letter from Hailey to the BLM
2) BLM Scoping Information Package

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Move to conduct authorize the Mayor to send the comment letter to the BLM regarding the Wood River Valley Travel Management Plan, as amended in the meeting.

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

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ACTION OF THE CITY COUNCIL:
Date _____
City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: _____
Copies (all info.): Copies
Instrument # _____

City of Hailey

OFFICE OF THE MAYOR

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333
(208) 788-4221
Fax: (208) 788-2924

September 25, 2017

Codie Martin, Field Manager
Bureau of Land Management
Shoshone Field Office
400 West F Street
Shoshone, ID
83352

RE: Wood River Valley Travel Management Plan

Dear Codie:

Thank you for the opportunity to comment on the Wood River Valley Travel Management Plan ("Travel Plan").

Proximate recreation is a cornerstone of our lifestyle. Hailey is uniquely situated to offer an incredible array of recreational opportunities a year-round small town setting. Numerous guiding city documents support recreation. These include the 2010 Comprehensive Plan and the Parks Master Plan. The BLM trails created west of Hailey a decade ago are a measurable positive asset. Hailey has greatly benefitted from this trail system, which we understand was planned for 2,000 users, but has served close to 20,000. In 2016, we created the first Hailey Recreational Trails Map. This is the first recreational map geared towards trails in and around Hailey. The map has been so popular we are now printing our second addition. I have included a copy of your map so that you can see how integral BLM trails are to our recreational asset base. Key to our recreational asset base are the trails closest to town. These trails see heavy regular use by many of our citizens.

The City of Hailey plans to take advantage of all opportunities to work with the BLM and other trail partners to expand the trail network. We appreciate the opportunity to provide detailed comments on the Travel Plan. Following are specific comments:

1. **Connections to Quigley Canyon**. The recent annexation of Quigley Canyon to the City of Hailey accomplishes several key goals: a) the annexation protects 1,278 of private land in a permanent conservation easement that allows for recreational access. This conservation easement ensures multiple connections through private land to BLM land in the Quigley Canyon area. b) The annexation establishes a trailhead on the south side of the annexation area near Wood River High School. This trailhead will be deeded to and managed by the Blaine County Recreation District, creating a significant summer and winter portal. We would request the following with regards to Quigley Canyon:

City of Hailey

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- Short loops close to town. Connections to the new Quigley Trailhead are critical, particularly shorter, easier loops. The Paterson Peak trail system accessing from this trailhead will be a destination asset. A shorter loop connection to Woodside would be desirable.
- Connect Deadman's to Cutters. Deadman's Gulch is now fully protected with a conservation easement that allows recreational access. This area should be connected with a nonmotorized trail from Quigley to the Cutters trail system. The City supports seasonal wildlife closures in this area. Seasonal bicycle access should also be permitted.
- Quigley Pond. The pond is a major community asset. Since it is only 2 miles from town, it provides an important link for looped trails. The BLM trail system should connect down to the Pond, both from the Patterson Peak area and from Deadman's Gulch.
- Connection to Quigley Peak. The access point to Quigley Peak is through private property, and is part of the Quigley annexation conservation agreement. We hope BLM will work with us and the landowner to preserve this access to Quigley Peak.
- Motorized trailhead out Quigley Canyon. Quigley has regular motorized use, and it makes sense to create a motorized trailhead, as shown on Option B, approximately 6 miles out the canyon. We would suggest that this trailhead and the trails be design for hiking and biking uses, in addition to motorized uses.
- Winter access. Both snowmobile and nonmotorized winter trail access should be preserved on the valley floor past private property.

2. **Connections through Cutters Park**. Cutters Park is a key portal for Hailey citizens. We would request the following:
   - Equestrian uses. The Cutter's Park parking lot is not designed for equestrian parking and access. This should not be considered a key portal for equestrian use, but is appropriate for seasonal mechanized (bicycle) use.
   - Allow for mechanized use. This trail area should be nonmotorized, not non-mechanized. New trails designed for mountain bike use would be seasonally appropriate and very popular due to proximity to town.
   - Cutter trails should connect in to Quigley as mentioned above.

3. **Colorado Gulch**. Colorado Gulch is a key portal for recreation on the west side of Hailey. This use will continue to grow with the development of the Hailey Greenway and the protection of key lands on the valley floor by the Wood River Land Trust. We would request the following:
   - Nonmotorized trails. The current Travel Plan draft calls only for motorized and e-bike trails out of Colorado Gulch. This area is also a key nonmotorized area, and additional nonmotorized trails, both for hikers and bikers, are desirable.

City of Hailey

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- Loop trails. It would be important to create a looped network from Colorado Gulch back to the north to Croy, perimeter trails of the County road, additional trails in Della Mountain area and a connection down to the new animal shelter. Joint planning with the Idaho Department of Lands for continued trail access around Della Mountain is key.
- Colorado Gulch bridge connection. While the Colorado Gulch Bridge is not a BLM bridge, Hailey plans to work with the County and other project partners to retain access. We are working with our constituents to gauge support for either nonmotorized access or limited motorized access (motorcycle only). Access to the Colorado Gulch canyon in the vicinity of the washed out bridge is a critical link for our trial system.
- Connections to Lees Gulch. We fully support all of the loop trails that connect Colorado Gulch to the south, such as Lees Gulch.
- Lions Park Portal. Lions Park and the Carbonate parking area will continue to be key portals to access BLM lands west of Hailey.

4. **Kelly Canyon Gulch**. While lesser known, Kelly Canyon Gulch to the west is an important portal. Shade is limited in the greater Hailey trail system: Kelly canyon Gulch provides multiple miles of shady trails. Future trails should be developed for biking and hiking use. We would be open to working with the BLM and private property owners to ensure dedicated access to this canyon.

5. **Camping**. Proximate camping to the Hailey area would be a huge recreational asset. We understand that camping is proposed in Lees Gulch outside of Bellevue. We hope to explore other camping opportunities with the BLM in the Hailey area, such as the informal camping in Kelly Canyon Gulch.

Thank you for the opportunity to comment. We look forward to a collaborative working relationship to complete and implement the Travel Plan.

Sincerely,

Fritz X. Haemmerle
Mayor, City of Hailey

Cc: Hailey City Council

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Twin Falls District
Shoshone Field Office
400 West F Street
Shoshone, Idaho 83352

Scoping Information Package
Wood River Valley Travel Management Plan
DOI-BLM-ID-T030-2017-0026-EA

This information package summarizes a Bureau of Land Management (BLM) proposal to develop a travel management plan (TMP) for the Wood River Valley within the Shoshone Field Office in accordance with the 1981 Sun Valley Management Framework Plan, and September 2015 Idaho and Southwestern Montana Greater Sage-Grouse Approved Resource Management Plan Amendment.

The purpose of this information package is to provide interested and affected parties of the Wood River Valley TMP with background information regarding earlier travel planning scoping and efforts, data collection and travel route evaluations conducted to date for the TMP. This scoping package is also provided in order to solicit new comments that will be used in conjunction with the original scoping comments in developing a range of reasonable travel management network alternatives that will meet the purpose and need, as described below, for the Wood River Valley TMP. Analysis of the proposal is ongoing, and will be documented in an Environmental Assessment (EA) with an estimated completion date of January 30, 2019.

Background

Comprehensive transportation and travel management planning has become a priority for the BLM over the past decade, as population increases throughout the western United States, shifts in demographics (age and mobility, amount of available leisure time, proximity of population centers to public lands, etc.) have created a need to provide access to and across public lands for a wide variety of users for authorized, administrative, commercial, recreational, traditional, and other travel purposes, while addressing the equally wide variety of uses, including all forms of motorized, non-motorized, mechanized, and non-mechanized travel. Large areas of public lands have traditionally been open to cross country OHV travel without restriction. Due to the increasing popularity of OHV activities, technological advances in OHVs, and changes in the intensity of management related to public land resources, managing for unrestricted cross country OHV travel is no longer a viable strategy.

The population of Blaine County grew by 47.4 percent from 1990 to 2002. During this time period the Blaine County Commissioners began to become concerned about the impacts of this rapid growth on recreation use and public land resources. In March 2005, they expressed their concern in writing to the Bureau of Land Management (BLM), noting damage to vegetation, soils, riparian areas and hillsides. The Commissioners requested that all vehicles be confined to

designated routes within the county to prevent cross country travel by motorized and mechanized users, and that user-created motorized, foot and horse trails on BLM-managed lands be curtailed.

An Assistance Agreement was signed on September 7, 2005 that allowed the County to initiate a Cooperative Conservation Recreation and Travel Planning effort. The Blaine County Cooperative Conservation and Travel Plan began with an effort to provide recreational opportunities for the increasing number of outdoor enthusiasts in the Wood River Valley. The county's planning process took into consideration the demand for recreational opportunities on BLM public, State-managed, and private lands. The demand for specific recreation opportunities was documented through a series of focus group meetings conducted by Arizona State University.

The County Commissioners then held several public hearings to gather comments regarding the proposed plan. Based on those comments, changes were made and the County submitted their recreation and travel recommendations to the BLM Shoshone Field Office on January 29, 2008. There were two additional recommendations: one on October 5, 2008, and another on March 17, 2009. The first recommendation provided more specific information pertaining to some road designations; the second recommendation provided detailed trail designs/corridors within proposed Special Recreation Management Areas.

Many of the Blaine County Recreation and Travel Plan proposed travel plan recommendations were in the form of trail and travel based recreation opportunities. In 2010 the BLM Shoshone Field Office accepted the Blaine County recommendations and expanded the travel management planning area beyond the greater Wood River Valley to include all BLM managed land within the Shoshone Field Office north of Highway 20. This BLM-proposed 2010 travel management planning effort was designated as the North Highway 20 Travel Management Plan (TMP), and the BLM proceeded to conduct public scoping meetings for this effort. Due to a variety of issues, the North Highway TMP effort did not proceed beyond these initial scoping meetings.

As a result of travel management decisions issued in conjunction with the September 2015 Idaho and Southwestern Montana Greater Sage-Grouse Approved Resource Management Plan Amendment, the BLM is restarting the travel management planning effort for the Wood River Valley area. The travel management planning area (TMA) has been revised to include those public lands north of Highway 20, south of the Lake Creek Trailhead, west of Willow Creek and east of the Little Wood River (the same area and size as the original Blaine County Cooperative Conservation and Travel Plan). This revised travel management planning effort is being designated as the Wood River Valley TMP.

Purpose and Need for the TMP

The purpose of the Wood River Valley TMP is to:

- Provide for a variety of road and trail based recreation opportunities that meets the needs expressed in earlier scoping efforts for the Wood River Valley area by using existing roads and trails and identifying new trail construction corridors. This includes identifying parking areas/trailheads.
- Establish connectivity with the Sawtooth National Forest trail system.

- Maintain access for resource management and authorized use purposes such as, but not limited to, monitoring wildlife habitat (including Greater Sage-grouse) rights-of-ways, livestock operations, etc.
- Highlight locations for future easement acquisitions to ensure access to public lands.

There is a need to revive travel management planning efforts in the Wood River Valley in order to:

- Comply with the mandated travel related management decisions in the Idaho and Southwestern Montana Greater Sage-Grouse Approved Resource Management Plan Amendment of September 2015.
- Comply with the BLM's current travel and transportation guidance and policies as documented in the 1626 Travel and Transportation Manual (2016).
- Manage the travel and transportation system in a manner that protects natural and cultural resources, while providing for motorized, non-motorized, mechanized, and non-mechanized access needed to support a variety of resource and resource management uses (authorized, administrative, and public).
- Manage existing infrastructure associated with permitted resource uses on public lands, such as but not limited to fences, stock tanks, and rights-of-way.
- Identify and maintain access to the Sawtooth National Forest designated road and trail network.
- Identify where and what type of easements for access to public land should be considered.

Scoping Information

Preliminary Route Network Options

Advanced Resource Solutions has been contracted to assist with the Environmental Assessment (EA) associated with the TMP. Information and issues derived from the earlier scoping efforts were used in the process of conducting travel route evaluations by a BLM interdisciplinary team. These route evaluations resulted in preliminary route network options based on the following general themes:

- Option A: Existing conditions
- Option B: Recreation access emphasis
- Option C: Resource conservation emphasis
- Option D: Blended

Table 1 shows the results of the route evaluations and preliminary travel network options based on the previous scoping issues, as well as BLM internal scoping. See Option Maps.

Table 1 - Preliminary Route Network Options

		Option A (Current Management/Existing Condition) (Mi.)	Option B (Mi.)	Option C (Mi.)	Option D (Mi.)
Open (Roads and Primitive Roads)		383.8	271.5	168	232.8
Trails	Existing Non-Motorized	17.9	17.9	17.9	17.9
	Existing Motorized	6.48	6.48	6.48	6.48
	Build Non-Mechanized	0	6.2	2.11	3.8
	Build Non-Motorized	0	23.6	4.9	21.9
	Build Non-Combustible/e-bike	0	2.3	2.3	2.3
	Build Motorized	0	76.8	21.8	58.6
	Build ATV (50" or less)	0	14.4	2.4	9.5
Build Campsite Roads		0	0.3	0	0
Closed		0	76.8	122.6	97.5
Administrative Use Only		0	21.6	83.1	37.8
Motorized Limitations by season and time of day (6 pm to 9 am) (sage-grouse)		0	0	37.3	6.1
Motorized Limitations by season (Deer and Elk)	Miles of routes	121.9	294.1	435.9	423
	Acres	35,376	86,370	111,437	109,066
	Dates	Dec. 1 – April 30	Jan. 1 – April 1	Based on environmental conditions – April 30	Dec. 1 – April 30

- Further connections out Quigley and to cons. easement
- loop from Cottrell ← Connect to Quigley Pond
- non motorized at Cougar

Trail Construction
New trails would be constructed and designated as indicated in Table 2, see Option Maps for locations.

Table 2

Route Number	Current State	Option B	Option C	Option D	Miles
201A	Open	Build ATV	Administrative Use Only	Build ATV	0.5
304A	Open	Build ATV	Open	Open	0.5
384B	Open	Build ATV	Build ATV	Build ATV	0.6
478B	Open	Build ATV	Administrative Use Only	Build ATV	2.0
479A	Does not exist	Build ATV	Does not exist	Does not exist	2.9
510B	Does not exist	Build ATV	Build ATV	Build ATV	0.7
527C	Does not exist	Build ATV	Does not exist	Does not exist	0.5
852B	Does not exist	Build ATV	Build Motorcycle	Build Motorcycle	0.4
874A	Does not exist	Build ATV	Build ATV	Build ATV	1.0
901B	Does not exist	Build ATV	Does not exist	Build Motorcycle	2.1
907A	Does not exist	Build ATV	Does not exist	Build ATV	3.1
999A	Does not exist	Build Campsite Road	Does not exist	Does not exist	0.3
001A	Does not exist	Build Motorcycle	Does not exist	Does not exist	3.8
316A	Does not exist	Build Motorcycle	Build Motorcycle	Build Motorcycle	1.7
316B	Does not exist	Build Motorcycle	Build Motorcycle	Build Motorcycle	0.5
316C	Does not exist	Build Motorcycle	Does not exist	Build Motorcycle	6.4
385A	Open	Build Motorcycle	Build Motorcycle	Build Motorcycle	0.2
394A	Does not exist	Build Motorcycle	Does not exist	Build Motorcycle	2.0
394B	Does not exist	Build Motorcycle	Does not exist	Does not exist	1.0
413A	Does not exist	Build Motorcycle	Build Motorcycle	Build Motorcycle	1.0
458C	Does not exist	Build Motorcycle	Does not exist	Build Non Motorized	2.5
468A	Open	Build Motorcycle	Closed	Build Non Motorized	0.3
853A	Does not exist	Build Motorcycle	Build Motorcycle	Build Motorcycle	16.7
853B	Does not exist	Build Motorcycle	Does not exist	Does not exist	1.4
856A	Does not exist	Build Motorcycle	Does not exist	Does not exist	1.5
872A	Does not exist	Build Motorcycle	Does not exist	Build Motorcycle	3.4
872B	Does not exist	Build Motorcycle	Does not exist	Build Motorcycle	4.4
872C	Does not exist	Build Motorcycle	Does not exist	Build Motorcycle	6.1
872D	Does not exist	Build Motorcycle	Does not exist	Does not exist	6.5
872E	Does not exist	Build Motorcycle	Does not exist	Build Motorcycle	6.2
872F	Does not exist	Build Motorcycle	Does not exist	Build Motorcycle	2.5
882A	Does not exist	Build Motorcycle	Does not exist	Build Non Motorized	0.9
882B	Does not exist	Build Motorcycle	Does not exist	Does not exist	2.7
888B	Open	Build Motorcycle	Closed	Build Motorcycle	0.5
901A	Does not exist	Build Motorcycle	Does not exist	Build Motorcycle	4.6
853C	Does not exist	Build Non Combustible (e-bikes)	Build Non Combustible (e-bikes)	Build Non Combustable (e-bikes)	2.3

589A	Does not exist	Build Non Mechanized	Does not exist	Does not exist	2.4
589C	Does not exist	Build Non Mechanized	Build Non Mechanized	Build Non Mechanized	2.1
598A	Open	Build Non Mechanized	Closed	Build Non Mechanized	1.7
339A	Does not exist	Build Non Motorized	Build Non Motorized	Build Non Motorized	1.6
341A	Does not exist	Build Non Motorized	Build Non Motorized	Build Non Motorized	0.5
458A	Does not exist	Build Non Motorized	Does not exist	Build Non Motorized	5.6
458P	Does not exist	Build Non Motorized	Build Non Motorized	Build Non Motorized	0.5
469A	Does not exist	Build Non Motorized	Does not exist	Build Non Motorized	3.9
469C	Does not exist	Build Non Motorized	Closed	Build Non Motorized	0.3
469D	Does not exist	Build Non Motorized	Closed	Build Non Motorized	0.4
516A	Open	Build Non Motorized	Build Non Motorized	Build Non Motorized	0.0
599A	Open	Build Non Motorized	Build Non Motorized	Build Non Motorized	2.3
883A	Does not exist	Build Non Motorized	Does not exist	Does not exist	5.6
883D	Does not exist	Build Non Motorized	Does not exist	Build Non Motorized	3.0

Parking Area Construction and Designation
Parking areas would be constructed at the following locations with associated infrastructure consisting of vault toilet, kiosk, metal buck and pole fence, and gravel or dirt surface, see Option Maps for locations.

- Croy Creek Trailhead (existing), 1.3 acres.
- Lees Gulch, 0.8 acres.
- Quigley, 0.4 acres.

Campsite Roads
Spur roads would be constructed at the mouth of Lees Gulch to access proposed campsites. Roads would be graveled and campsites would consist of parking area, picnic table, tent pad and fire ring. Vault toilet would be available at the Lees Gulch Trailhead, see Option Maps

No Shooting Zones
According to the Code of Federal Regulations, 8365.2-5(a), discharging or using firearms or other weapons is prohibited at developed recreation sites and areas. Therefore discharging or using firearms or other weapons would be prohibited within ¼ mile radius of newly designated parking areas, developed campsites and the Croy Creek Trailhead.

Non-Designated Routes
Any route not designated as a road, primitive road or trail would be closed.

Seasonal Motorized Limitations
Potentially, use of motorized and over-the-snow vehicles could be restricted by establishing seasonal limitation dates or based on environmental conditions. see Seasonal Limitation Maps

Motorized Over-The-Snow Vehicle Use
All BLM-managed land that is not within the seasonal motorized limitation areas would be open to motorized over-the-snow vehicles. When routes pass through or are adjacent to a seasonal motorized limitation area all motorized and over-the-snow vehicle travel is confined to the

existing road bed. These seasonal motorized travel corridors would be open for travel and considered for snowmobile grooming, see Seasonal Limitation maps.

Additional Limitations
At any time during or following an approved TMP, the BLM may implement temporary OHV limitations for the purpose of protecting public health and safety (43 CFR 8364.1), or to prevent undue or unnecessary resource degradation in specific areas or on specific routes due to unforeseen circumstances. Such areas or routes typically are where off-highway vehicles are causing or will cause considerable adverse effects upon soil, vegetation, wildlife, wildlife habitat, cultural resources, historical resources, threatened or endangered species, wilderness suitability, other authorized uses, or other resources. In such cases, 43 CFR 8364.1 would require that the affected areas or routes be immediately closed to the type(s) of vehicle causing the adverse effect until the adverse effects are eliminated and measures implemented to prevent recurrence.

Preliminary Issues

The following preliminary issues were derived from the 2005-2009 Blaine County Commissioners Recreation and Travel Planning efforts and the initial 2010 BLM scoping efforts for the BLM North Highway 20 travel plan:

- Public demand for loop trails, especially single-track trails
- Connectivity of trails with the Sawtooth National Forest trail system
- Public demand for a variety of trails involving various skill levels
- Existing and potential conflicts between recreation user groups
- Existing and potential conflicts between travel network users and livestock operations
- Noise emissions from motorcycles impacting adjacent landowners/subdivisions.
- Impacts of human and motorized vehicle disturbance to wildlife, especially during the winter months
- Need for better enforcement of motorized and mechanized use restrictions
- Impacts of user-created roads and trails on:
    - Soil erosion
    - Vegetation disturbance
    - Visual changes to the hillsides/landscapes
- Introduction and spread of noxious weeds attributable to motorized access
- Public land users trespassing through private property or other non-public lands.
- Need for legal access to public lands for routes with existing physical access.

The BLM feels that these preliminary issues are all still relevant to the Wood River Valley TMP. New scoping will provide the BLM with any additional issues which, together with these preliminary issues and the preliminary travel network options, will be used to develop a more refined range of reasonable travel network alternatives to be analyzed in the Wood River Valley TMP/EA.

Decisions to be made in the TMP

The Shoshone Field Manager will decide, though this process, which travel routes on public lands will be designated as open to all modes of travel, limited to designated modes of travel (i.e., full size 4WD, ATV, horse, mountain bike, etc), or closed, and whether new trail corridors and trailheads will be approved for construction. Decisions will also be made to retain, expand or dismiss seasonal motorized limitations.

How you can participate

Plan to attend the open house that will be held at the following time and place:

- **July 27, 4:30 – 7:30 PM, Hailey**, Community Campus, 1050 Fox Acres Rd., Room 301 & 302

If you are unable to attend the open house and would like to review the TMP and/or make comments, a scoping package and associated maps will be available on July 27th at the BLM ePlanning website at: https://eplanning.blm.gov/epl-front-office/eplanning/nepa/nepa_register.do - on the ePlanning website, select: NEPA, Text Search, Idaho, ID-Shoshone FO, EA, 2017, Recreation and Visitor Services and Trails and Travel Management.

On the eplanning webpage you will find the following documents:

- Kml files that can be viewed using Google Earth. Click on individual routes for the route number and a list of the Options.
  - Route Options B, C and D
  - Seasonal Limitation Areas Options B, C and D
  - Winter Motorized Corridors, Options B, C and D
  - Surface Management Area (BLM Ownership)
- Pdf maps of the Options
- Instructions and Comment form
- Individual route report document

Hard copies of the scoping package and maps (available for viewing) will also be available on and after July 27 at:

- **Shoshone**, Shoshone Field Office, 400 West F Street
- **Twin Falls**, Twin Falls District Office, 2878 Addison Avenue

The BLM is interested in your comments concerning the options as well as relevant environmental and social issues associated with this effort. Comments are welcome throughout the planning process; however, it is most helpful if your comment is received by September 29, 2017. Substantive comments will be used to help fully develop and refine a range of reasonable alternatives and ensure issues and concerns are addressed in the TMP. You may submit comments related to the TMP through any of the following methods:

- BLM ePlanning website,
- mail: 400 West F Street, Shoshone, ID 83352
- e-mail: blm_id_wrvtmp@blm.gov

- fax: 208-732-7317

Before including your address, phone number, e-mail address or other personal identifying information in your comment, you should be aware that your entire comment, including your personal identifying information, may be made publicly available at any time. While you may ask for BLM to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

The primary contact for questions and comments for this analysis is John Kurtz, Outdoor Recreation Planner, (208) 732-7200.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/25/17 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** MM/SC

SUBJECT: Motion to approve Resolution 2017-_____, adopting the 2017 Hailey Parks, Lands and Trails Master Plan.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Parks, Lands and Trails Master Plan was created in 2002. Since that time, the City has acquired new park space, developed areas into park space and added amenities to park spaces.

Staff has changed the organization of the document, but the vision statement and overall goals have not changed. With the help of the Parks & Lands Board, the most substantial changes have been the added details and recommendations regarding new and remodeled parks and landscapes and the trees, plant selection and irrigation. The focus of the added information emphasizes low maintenance and sustainability. Park Planning Sheets for short term and long-term planning have been incorporated into this Master Plan and can be updated more regularly than the Master Plan.

The Parks, Lands and Trails Master Plan is attached.

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:
Motion to approve Resolution 2017-_____, adopting the 2017 Hailey Parks, Lands and Trails Master Plan.

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 2017-___

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, ADOPTING THE HAILEY PARKS, LANDS & TRAILS MASTER PLAN.

WHEREAS, the Hailey Recreation Master Plan Committee in March, 2002 established a standards and guidelines plan for park and recreational growth and development in communities and throughout the City of Hailey, and

WHEREAS, the Parks and Lands Board has been involved with changes and has reviewed the Parks, Lands & Trails Master Plan, and

WHEREAS, the Hailey City Council finds that the Hailey Parks, Lands, & Trails Master Plan continues to establish reasonable recommendations for park and recreational growth and development in communities and throughout the City of Hailey

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hailey to adopt the 2017 Hailey Parks, Lands & Trails Master Plan

THIS RESOLUTION is adopted by the Mayor and Hailey City Council and is in full effect upon its adoption this 25th day of September, 2017.

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

THE HAILEY PARKS, LANDS & TRAILS MASTER PLAN

STANDARDS & GUIDELINES

Adopted March 2002
Revised September 2017

HAILEY PARKS, LANDS & TRAILS MASTER PLAN, STANDARDS & GUIDELINES

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HAILEY PARKS, LANDS & TRAILS MASTER PLAN

A Recreation, Parks & Lands Master Plan for Hailey is critical as we try to plan responsibly for growth over the next twenty years. Too often we take undeveloped land for granted, and we are surprised when our community builds out with very little green space left over.

In the fall of 2000, a Hailey Master Recreation Plan Committee was formed from a cross-section of Hailey residents and professionals. Representing a variety of interests, this group had many in-depth discussions to formulate goals and policies that reflected the community's goals and philosophies, with the results enclosed.

A Master Plan in place ensures that development contributions meet the overall recreation goals of the community by linking assets or lands together as development occurs. With a Master Plan and associated Capital Improvements Plan, the City can work towards building specific assets or amenities in an orderly manner as financing allows, instead of continuing to rely on volunteer projects and other contributions. With both a Master Plan and Capital Improvements Plan in place, the City is in a much better position for cooperative opportunities and grants.

The recreation, parks and lands vision for Hailey attempts to put the greatest number and variety of recreational opportunities closest to the greatest number of residents, surrounds the community with green space, and connects it all together with trails and greenways. The Plan promotes the acquisition, preservation, development and maintenance of parks, recreation facilities, trails, green space and natural lands within and surrounding the City, in order to enhance the quality of life for present and future generations of Hailey.

The Hailey Recreation Master Plan Committee

Barbara Alderman
Susan Baker
Scott Boettger
Joan Davies
Kirsten Dougherty
Janet Fugate
John Gaeddert
Kathy Grotto
Ray Hyde
Denise Jackson
Steve Keefer
Robin Levasseur
Maggie MacDonald
Susan McBryant
David Mickaelian
Kristy Turco

Becki Keefer, Chair

VISION STATEMENT

Parks, lands, and trails offer the unique ability to shape, consolidate and emphasize the spirit of our community, and indeed, can actually create a community in its most meaningful sense of the word by providing for the connection of its members. As the healthiest lives are balanced with work and play, so the healthiest communities offer the same balance to its residents. As a growing community, we have a responsibility to include this balance in the structure of our community as we plan for that growth for present and future generations of Hailey.

An interconnected system of trails, parks, and greenways provides a combination of developed and undeveloped recreation space. Connection of green spaces distributes opportunities for recreation and personal renewal across the entire community, opportunities as varied as the groups and individuals who use them. The vision encompasses green space and natural lands within and surrounding the City.

Although we are a separate and individual community, our goals can be better served by actively seeking the participation and cooperation of the larger Wood River Valley community and its individual entities. Partnerships between the City, landowners, and the community as a whole are necessary to ensure that lands are developed in a manner that is sensitive to green space needs, while respecting property rights.

The vision also sets high standards for land management and stewardship of our natural resources, which include protection for waterways, viewsheds and hillsides, utilizing landscaping best suited to our environment, water conservation, and protection of public accesses. Good stewardship of our resources is vital to the success of our vision.

Acknowledging the importance of parks, lands and trails to our community, and making the commitment to provide them, will define the community we are, and most importantly, the community we ultimately become. Demonstrating our commitment to this vision by investing the time and resources necessary can provide powerful motivation for the entire community to become equally committed to the goal.

Therefore, we envision Hailey, as we grow and even upon reaching our maximum growth, as a healthy, balanced and connected community where:

Parks promote neighborhoods because neighborhoods have parks.

Neighborhoods are connected and accessible to each other by trails and so maintain the spirit of neighborhood throughout the city as a whole.

Parks, lands and trails are available to serve the widest variety of uses for all residents – from places of serenity to regional gathering areas.

Revenue generating assets and good stewardship of resources reduce the financial impact on the members of the community.

Parks, lands and trails continue to be a priority as we recognize their importance in creating and supporting the spirit of community in which we all desire to live.

GOALS

The Hailey Parks, Lands & Trails Master Plan is intended to be a living document through which changing conditions as well as ongoing public involvement are considered in decisions affecting the future of Hailey's parks, lands and trails system.

This is Hailey's first attempt, to our knowledge, to provide a comprehensive master plan for recreation, parks and lands to address the city's recreation needs for a ten- to twenty-year timeframe. The Hailey Parks, Lands & Trails Master Plan, Standards & Guidelines (Master Plan) is a general guide and framework for decisions and policy directions affecting the future of Hailey's parks, trails and lands system and represents a functional plan consistent with the City of Hailey's Comprehensive Plan.

Planning for parks and recreation must be sensitive to the stresses and complexities of growth, flexible to changing conditions, and be a part of the City's overall growth strategy. It must be focused on providing recreation opportunities to meet the diverse needs of a diverse community. It must address conservation of the natural environment, while respecting property rights. Above all, planning for parks and recreation must reflect a vision consistent with the goals and aspirations of the community.

The following goals and policies represent a philosophy fundamental to the provision of park and recreation opportunities for Hailey, and are reflected in the Recreation Section of the City of Hailey Comprehensive Plan:

- Goal: Create and maintain an interconnected system of parks, recreational facilities, trails, green spaces and natural lands for the community of Hailey in order to provide diverse recreation opportunities within walking distance for the greatest number of Hailey residents.
  - Policy: Promote long-term planning, development and maintenance of an interconnected and integrated recreational system.
  - Policy: Promote land development that discourages urban sprawl and provides green space resources. Preserve green spaces while allowing development that is sensitive to that green space.
- Goal: Establish permanent funding to ensure long-term creation and maintenance of recreation assets and opportunities.
- Goal: Maximize recreation opportunities and minimize tax dollars.
  - Policy: Partner with other community and regional resources, landowners and other local jurisdictions.
  - Policy: Ensure that amenities do not create an excessive demand on city services.
  - Policy: Promote and explore opportunities to create a regional park or community recreational assets.
- Goal: Ensure that future growth does not place undue demands on our current quality of life, recreational opportunities and/or facilities.
  - Policy: Require future growth to provide for itself.
  - Policy: Preserve public lands and access for recreational use.
  - Policy: Recognize the value of and preserve, enhance or restore natural resources such as: water resources, scenic areas, view corridors, wildlife habitats, and ecosystems.

PARTNER FOR RECREATION

The City of Hailey should not initially provide recreational programs as part of its Recreation Plan. The Blaine County Recreation District and a number other local resources, both public and private, provide a wide variety of recreation programs that serve a broader community than just Hailey residents. The Master Plan is directed toward development and maintenance of parks and recreation assets that can be used for recreation programs under the direction of other entities, without excluding future recreation programs funded by Hailey Parks & Lands.

A greater community than just Hailey residents will use any recreational assets, existing or proposed, in Hailey. Although Hailey residents will pay for those parks and assets, use by other valley residents is acceptable and reasonable because those assets will primarily benefit Hailey residents. It is the intent of the Master Plan to create and provide an outstanding system of recreation opportunities for current and future residents.

The Hailey Parks and Lands Board

The Hailey Parks & Lands Board (Board) will oversee and implement the Master Plan. The Board not only promotes the recreation interests of the residents of Hailey, but also is able to create and build on partnerships to provide recreational opportunities. The Board coordinates with planning and development efforts by other public resources such as the Blaine County Recreation District or Blaine County School District, and works closely with an independent Parks for Hailey 501-(C)(3) Foundation to establish an endowment fund. The Board ensures that facilities complement and do not duplicate community recreation assets. The City Public Works Staff facilitate as advisors.

The Hailey Parks & Lands Board has fiscal input on the City Parks Division Budget, and oversees a long-term land acquisition and capital improvements plan as well; however, the City Council has the ultimate accountability. The Board remains under jurisdiction of the City Council, with the members appointed by the Council, and governed under by-laws.

The Board is intended to establish standards and guidelines for future development of recreation opportunities in Hailey, and to become a resource for the community. The Board can address encroachment issues on public lands, accesses or rights-of-way with recommendations to the Council. The Board also manages public education campaigns to increase public awareness of the recreation goals for the community, and the importance of neighborhood participation in the development of those goals.

The Parks and Lands Board may give recommendations to City Council and Planning and Zoning regarding park aspects of new developments within the city.

Partnership: The Blaine County Recreation District

The Blaine County Recreation District (BCRD) provides two community assets in the city of Hailey: the Blaine County Aquatic Center, and the Wood River Trails, which connect the Wood River Valley. The Master Plan envisions a network of neighborhood connections to the Wood River Trails, recognizing that Hailey connections need to meet Wood River Trail setbacks and standards. Maintenance of those connectors becomes an expense to Hailey that must be balanced against the recreation and transportation benefits that connectors provide.

The Master Plan envisions Hailey as the provider of park space and recreation assets to enable the BCRD to continue to provide a multitude of programs for the community. Hailey's assets benefit our own residents, and add to the recreation opportunities that the BCRD provides for the countywide community. The Master Plan encourages continued cooperative planning between Hailey and the BCRD.

Partnership: The Blaine County School District

The Blaine County School District (BCSD) currently provides over 50 acres of green space in Hailey, as well as a multitude of facilities on those green spaces. Hailey recognizes the advantage of having schools in our neighborhoods.

However, the Blaine County School District's primary goal is to provide a quality education for its students. In the future, the School District BCSD may have to build school expansions on current green space in order to meet the growing number of students. School parks may not remain green space. It is crucial to work with the School District BCSD to find ways to replace lost green space.

Partnership: Neighborhoods and Community

One of Hailey's strengths is the willingness of individuals to give back to the community in tangible ways. Our community benefits from the various service and philanthropic groups. The Chamber of Commerce is an important representative of our business community. Public gathering places are an integral part of the social fabric of a community; those places can include opportunities for street furniture, landscape planters, public art and other elements that enhance a public place. The Master Plan encourages partnerships with community resources to promote recreation opportunities.

The Master Plan also encourages neighborhood participation in design, development and maintenance of green space and trails. The City has one ½-acre parcels that is currently undeveloped on Woodside Boulevard across from POWER Engineers. While the city does not have funds immediately available for development of those parcels into parks, it is important to involve neighbors in the design for future development. Park space must serve the needs of the neighboring uses.

GLOSSARY (LANDS)

Motorized and Non-Motorized Uses

Motorized use on City parks, lands and trails shall be prohibited. For lands outside the city limits, the Master Plan endorses a coalition of users to specify and map accesses and areas for motorized and non-motorized uses, using these guidelines:

1. Minimize potential conflicts between uses by planning for and designating separate areas, routes and accesses for each.
2. Accesses to public lands are important; identify and work with landowners to accommodate uses while respecting property and development rights.
3. Motorized access and use must be appropriate to the destination, and present no threat to wildlife or the surrounding lands.
4. Motorized trails should be directed away from non-motorized uses in order to minimize conflicts. Provide motorized use and access to lands and areas further from the city core and neighborhoods.
5. Balance parking needs at trailheads.
6. Existing access shall be considered.

Public access is intertwined with motorized vs. non-motorized issues. Trailheads, trails and roads provide the public with access or use of public parks, lands or assets. Often the access crosses private lands. Some accesses may be appropriate for non-motorized use only, while others may accommodate both. There are legal guidelines that govern public access across private lands.

Overlay Districts

Many of the areas within city limits and within the area of impact are special sites with the need for special standards to guide or discourage development appropriately. Some of these Overlay Districts include, but are not limited to, a Historic District, Hillside Overlay District, Viewsheds and View Corridors, Floodways, Floodplains & Wetlands, Wildlife Corridors & Ecosystems, and a Scenic Highway Corridor. City Ordinances might best manage the Overlay Districts.

An **Historic District Overlay**, among other tools, could help promote smaller parks or "green" places, such as the bench and trees at the Old Courthouse, a small public rose garden, street furniture, etc. As opportunities present themselves, and old residences slowly transition into businesses, future uses might create public places. Within a designated Historic Overlay District, there may be opportunities to bring human scale elements to the streetscape that will encourage pedestrian and bicycle use, connect neighborhoods to the Central Business District, and connect smaller green places throughout the district. These public spaces may come from enhancements to the 100-foot street rights-of-way, such as innovative intersections that include planters, benches or alternative pavements. Improvements could also serve as traffic-calming measures that would reduce vehicle speeds, which in turn would promote pedestrian use and neighborhood interaction, increasing the value of that space to the community.

Once Hailey has an established, connected system of historic points of interest, and/or recreation amenities, the Master Plan encourages walking tours to promote public education and use of the assets. A Historic District Walking Tour has already been implemented, and a similar one for recreation would be beneficial to promoting recreation opportunities within Hailey.

A **Hillside Overlay District** encourages development away from visible benches and hillside slopes, which helps to preserve significant views of the mountain, gulches and hillsides that define the eastern and western boundaries of Hailey. A Hillside Overlay District would also help to create connecting trails along the toe of the hills or on ridgelines where appropriate, in order to connect green spaces to each other and to the community.

Viewsheds and View Corridors: The visual sense - eyesight - plays the dominant role in forming a viewer's perception of an area. Whether a first-time visitor, or a long-time resident, the visual character "defines" a region. Many landforms are now being considered scenic resources, and preserving views to these landforms has become increasingly important. Perhaps no landform type is more visually sensitive than those regions that are at or near the skyline.[1]

A "viewshed" is a region visible to an observer. Corridor viewsheds are used to delineate the most visible regions from a sequence of viewing locations. The Federal Highway Administration defines a byway "corridor" as being "the road's visible surroundings." The horizon is, in effect, the boundary of the view corridor.

Identifying and creating view corridors will create well-defined entrances to the community, areas that contribute to our rural community heritage and character. Identifying viewsheds within the community and creating view corridors on designated routes will add to the "sense of place" that makes our community unique.

Floodways, Floodplains and Wetlands are currently administered through a City Flood Zone Administrator who coordinates with FEMA and Blaine County. Identifying floodways and wetlands can help maintain and preserve large or connected tracts of green space.

The river wetlands are one of our community's greatest assets, so the entire river way is recommended for special consideration. And although most wetlands lie along the river, Croy, Indian and Quigley Creeks are also noted as wetlands and waterways. An Overlay District would manage development in floodplains, floodways, waterways and wetlands, and would enable restoration of the riverbank where appropriate.

Wildlife Corridors and Ecosystems require the help of experts to identify sensitive areas that might otherwise be lost to development. Using greenways and connecting green spaces helps to protect these areas in a more useful manner than when fragmented, and helps to preserve wildlife corridors within our region.

Wildlife corridors are "islands" of habitat that remain between developed areas. They allow wildlife to travel through different regions in search of food, shelter and mates without confrontation with humans. Sizeable, continuous tracts of land offer native plants and wildlife the greatest chance for survival.

GLOSSARY (PARKS & RECREATION)

The following definitions and classifications of green spaces were compiled based on standards provided by the National Parks and Recreation Association (NPRA). While the NPRA recommended specific standards, they also recommended that their standards be adjusted to fit the unique characteristics and opportunities of the community. The NPRA standards have been modified to fit the scale and uniqueness of Hailey.

Mini Parks

These are small recreational assets used to address limited, isolated or unique recreation opportunities, or are special sites. Improvements should meet the needs of the immediate neighboring uses, whether residential or business uses. Mini parks are distributed from ¼ mile to ½ mile within neighborhoods and districts, and connected to the area and each other through trails, sidewalks and greenways. However, mini parks are less cost-effective to maintain than larger parks.

If located in residential areas, the parks may include trees, play structures, picnic tables, benches, gardens, or other similar amenities. These mini parks, properly distributed and connected with designated pedestrian routes, sidewalks or trails can tie the neighborhood together.

If located in business areas, mini parks may include picnic tables, planters, benches, trees, public art or other public furniture to be used by employees and visitors. These parks and places are ideally connected by sidewalks or designated pedestrian/bicycle routes.

Neighborhood Parks

These serve as recreational and social focal points of the neighborhood, and offer family activities close to home. Neighborhood parks are larger than mini parks, usually 5 to 8 acres optimal. Suggested improvements are play structures, picnic tables, trees, large grassy areas, tennis or basketball courts, and gardens. Neighborhood parks are distributed from ½ mile to 1 mile within neighborhoods, and are connected to the neighborhoods and each other through trails, sidewalks and greenways.

Community Parks

These serve a broader purpose than other parks; the focus is on meeting community recreation needs, as well as preserving unique landscapes and green space. Needed improvements include picnic shelters, restrooms, skate parks, public plazas or large gathering places, outdoor performance venues, a community center, tennis and basketball courts, swimming pools, large athletic fields, trailheads and trails or connections to the rest of the community. Community parks are distributed from 1 to 4 miles throughout the community, and connected to the community, neighborhoods and each other through trails, sidewalks and greenways. Community Parks can also provide opportunities for shared public uses, such as transit shelters or a transit station that includes a public plaza.

Regional Park

This would serve a broad range of regional recreation needs, and would require partnership with landowners and neighboring jurisdictions, and of course, a substantial funding source. Landowner participation in regional planning efforts is crucial. The size, location, unique features and scope of the park would dictate improvements, recognizing that the entire Wood River Valley would likely use those assets.

A regional park connects to the community, which would be greater than just Hailey, through trails and greenways that connect to the Wood River Trails.

Natural Resource Areas
Lands set aside for the preservation of significant natural resources, remnant landscapes, habitats, green space, environmental, educational, and visual aesthetics or buffering. This broad description covers special sites and areas that have cultural, historical, ecological or practical value.

Sports Complexes
These consolidate programmed athletic fields into fewer sites that are strategically located and distributed throughout the community. Grouping types of fields together can encourage tournaments that contribute to the local economy, such as the annual Ray Nelson Little League Tournament at the Nelson Fields.

School Parks
School parks can fulfill the space requirements for other types of parks, such as neighborhood, community, sports complex and special use. Hailey is fortunate to have three school parks within the city, which serve a great deal of the programmed athletic needs of the community. Each school has a variety of sports fields that are used extensively for school, BCRD and other athletic programs.

Dog Off-Leash Areas
Dog off-leash areas are designated sites where dogs are permitted to run without leashes. Regulations are posted at the sites. Bags and trashcans are provided for owners to pick up after their dogs.

Urban Forests
Trees are recognized as an asset, and can contribute to reduced energy and maintenance costs. Street trees and urban forests contribute to the overall sense of green space and recreational opportunities within Hailey. A consistent standard of street trees should be applied to all city streets. Not only does this enhance the "green" of these routes, but it contributes to the overall treescape of the community. Trees and shrubs can help define greenways and greenbelts. Maintenance cost-sharing programs and other incentives can encourage homeowners to participate in street trees and an overall urban forest.

The Idaho Department of Lands Community Forestry Program has programs available to assist communities to attain and maintain Tree City USA status, and there are also other resources for "backyard forests".

GLOSSARY (TRAILS & PATHWAYS)

Hailey Trail Standards should conform, wherever possible, to those used by the Wood River Trails. Those standards also conform to AASHTO standards and definitions.

Bike Lanes and Bike Routes: A bike lane is a designated portion of the roadway. A bike route is a preferred route for bicycle use that has been designated in the *Hailey Parks, Lands, & Trails Master Plan* and has bike route signs. A route can be any type of facility or 'bikeway' including

separated paths, bike lanes, streets with wide shoulders, a shared roadway (such as a slower residential street).
Shared lane - 12-foot-wide lanes or less with no shoulders
Wide outside/curb lane - lanes wider than 12 feet, 14 feet is the preferred minimum
Paved Shoulder - minimum of 4 ft. wide when designed to accommodate bicycle travel.
Bike lane - a portion of the roadway designated by striping, signing and pavement markings for the preferential use of bicyclists (considered a Type II bikeway)
Separate bike path (also called a multi-use facility) - a bikeway physically separated from motorized vehicular traffic (considered a Type I bikeway). Two-way paths should be at least 10 feet wide; where bicycle and pedestrian traffic is expected to be high, 12 feet minimum.
Shared Roadway - a roadway open to both bicycle and motor vehicle travel - may be a street with wide curb lanes or paved shoulders.
Signed Shared Roadway (Signed Bike Route) - a shared roadway that has been designated by signing as a preferred route for bicycle use.
Bicycle Route System - A system of bikeways designated by jurisdiction having authority with appropriate directional and informational route markers. Bike route should establish continuous routing but may be a combination of any and all types of bikeways.

GLOSSARY (GENERAL TERMS)

Bike Lane - a portion of the roadway designated by striping, signing and pavement markings for the preferential use of bicyclists (considered a Class II bikeway)
Bike Route - a preferred route for bicycle use that has been designated in the Master Plan and has bike route signs.
Bicycle Route System - A system of bikeways designated in the Master Plan with appropriate directional and informational route markers. Bike routes should establish continuous routing but may be a combination of any and all types of bikeways.
Conservation - the protection, improvement and wise use of natural resources to provide the greatest social and economic value for the present and future.
Conservation easement - a legal agreement between a landowner and a land trust or government agency that permanently limits a property's uses in order to protect its conservation values.
Conservation or cluster subdivisions - denser development that is contained to a smaller portion of a parcel, leaving a larger portion of the land as green space.
Ecosystem - the interaction of organisms with each other and their physical environment.
Environment - all living and non-living factors in a given area that affect the organisms that live there.
Floodplain - a relatively flat area or low land adjoining a body of water that has been or may be inundated by water from the one-hundred-year flood.
Floodway - that portion of the flood hazard area that includes the channel and the portion of the adjacent area that conveys the major portion of the flow for the one-hundred-year flood.
Green space - preplanned and preserved open land; land determined to have cultural, ecological, developmental, agricultural and/or recreational value.
Greenway (Greenbelt) - an area of green space that surrounds and stretches into cities; ties park components together to form a continuous park environment.
Habitat - the environment suitable for a particular animal or plant in which to live, grow or reproduce.
Landscaping - the art of placing trees, plants, and other features on a piece of land.

Motorized use - use of any vehicle that is powered by a motor, i.e., ATV, snowmobile, motorcycle, truck or automobile, etc.
Native plants - species of plants that occur naturally in a particular area; plants that have not been introduced to the area by humans, either accidentally or intentionally.
Natural lands - lands that are not part of a formalized landscape, where natural ecosystems are encouraged.
Open space - any type of undeveloped land; isolated parcels of undeveloped land; value may not be known or apparent.
Park, or park space - area or asset developed for neighborhood or community recreation use.
Preservation - the protection and maintenance of native lands and habitats.
Public Access - a trailhead, trail or road that allows the public to reach or use public parks, lands or assets; often the access may cross private lands to reach public lands.
Public elements - assets, facilities or improvements for public use, such as fountains, public furniture, monuments, recreation facilities, etc.
Restoration - the repair to a condition similar to that which existed at a defined period in history.
Separated bike path *(also called a multi-use facility)* - a bikeway physically separated from motorized vehicular traffic (considered a Class I bikeway).
Shared Roadway - a roadway open to both bicycle and motor vehicle travel - may be a street with wide curb lanes or paved shoulders.
Signed Shared Roadway *(Signed Bike Route)* - a shared roadway that has been designated by signing as a preferred route for bicycle use.
Stewardship - the demonstration of care for something, i.e. the environment.
TDR or Transfer of Development Rights - the process by which development rights are severed from one parcel of land and transferred to another parcel of land.
Urban forest - all trees and associated plants growing in an urban area. Green belts along the outer edges of cities, city parks, street trees, and the individual garden tree are all components of the urban forest.
Viewshed - region visible to an observer from a determined area.
Viewplane - a defined viewshed.
View corridor - a delineation of the most visible regions from a sequence of viewing locations.
Wetland - an area that is periodically saturated with water and has water-loving plants.
Wildlife corridor - "islands" of habitat that remain between developed areas; allows wildlife to travel through different regions.
Xeriscape - an integrated approach to landscape and water conservation. Coined from the Greek "xero", for dry, xeriscape means "dryscape", or landscaping that is aesthetic, water-efficient and low maintenance.

FUNDING

Funding is a crucial element of the future of recreation opportunities in Hailey. The current City Parks budget barely allows for maintenance of existing facilities. Recreation needs are constantly balanced against water, fire & police protection, and other very visible and very necessary city services. There is a common misconception that the Blaine County Recreation District should be providing park space in Hailey, while in reality the BCRD struggles with its own budget for a countywide recreation system.

It is inherent on Hailey to provide its own recreation system for its own residents, and to accomplish that in a fiscally responsible manner.

Funding Goals

- **Establish a permanent funding source to provide funds for:**
  Land Acquisition
  Capital Improvements
  Maintenance

- **Support and partner with Hailey Parks Foundation to create an endowment fund for permanent funding and to provide an avenue for philanthropic support for additional recreation opportunities.**

Funding Options

Taxing Districts

Cities are taxing districts governed by several sections of Idaho Code. There is continually new legislation being drafted to amend the manner in which taxes may be levied. The bond regulations remain the most constant.

Some of the pertinent legislation that is currently in effect and applies to cities at this time are as follows:

Cities' General Funds are limited in their property tax budget increases of 3% over the greatest tax budget in the previous three years, plus a component to account for new construction within the city and annexation into the city. When a property tax budget is set, levy is created, which is a ratio between property tax budget and current market value.

Hailey's information for the year 2017 is:

Market Value of Real and Personal Property within Hailey	$862,276,177
General Fund Non-Exempt Levy	.00271586
Hailey Rodeo Park	.000455376
Pathways for People	.000314177
Hailey's 2017 Property Tax Budget	$2,358,605
Hailey's Total General Fund Budget	$5,149,350

There are pieces of legislation currently in effect that offer some exceptions to the 3% increase limitations. The 3% cannot be taken if it increases the entire general fund levy beyond the statutory limit of .009. Other levy limits in effect govern library budget (levies not to exceed .001), capital improvements funds (levies not to exceed .0004), and recreation (levies not to exceed .0006).

Overrides of these property tax caps are possible with approval by a majority of the city's electors voting on such an override. The voters can approve the override for a maximum of two years. There exists a 1998 law which allows cities, whose prior property tax levy was less than .004, to increase their budget levy up to an amount equal to a .004 levy rate, with 60% voter approval.

So, what do these levy amounts mean in dollar values? First, Hailey residents are billed for taxes other than the city's levies. Taxpayers in Hailey actually pay a levy of .0093, when the BCSD, cemetery district, BCRD, bond and general levies are added together. Hailey residents pay $934 per year for each $100,000 value of their property.

If the voters approved a funding plan by which it would increase taxes by $46 for each $100,000 of property value, it would generate $400,000 per year. That is enough to pay the debt on a 10-year bond of about $3.5 million.

Local Option Tax: The State Legislators wrote the law specifically to allow McCall, Ketchum/Sun Valley, and Coeur d'Alene the ability to collect additional taxes in a means to offset the increased infrastructure needed to accommodate tourism. Local option tax revenues are collected on short term lodging, car rentals, meals and liquor by the drink, (it is collected at the same time as state sales tax). Hailey began collecting local option tax in 2006.

Real Estate Transfer Tax: This also requires enabling State Legislation. This tax would be collected on every real estate sale, and is also being considered as a countywide tax to fund a public transit system. Local and statewide efforts will be necessary to enact legislation. Colorado uses this to fund open space, recreation and public transit.

Local Improvement District: The City Council has full control over this funding mechanism. A specific district is identified, such as Main Street, for a specific project, like the Main Street improvements. The tax is assessed on the property square footage, linear footage (like the street frontage), proximity to the improvement, or a combination of the three, but not by the property valuation (like the property taxes are assessed.).

The LID does not require a public vote. If 55% of the affected property owners sign a petition in favor of the proposed LID, then the Council is required to enact the LID. On the other hand, the Council can enact an LID without a public vote, although this is not a preferred action. Or, the Council can decide to have a vote to see if there is voter approval.

The funds are not collected through the County as part of your property taxes, but are collected by the City directly. Usually the LID pays off funds borrowed by the City for the specific project, so if you pay off your LID assessment early you get a discount. The LID payments are not tax-deductible, though, like your property taxes.

Bonds: A bond is borrowed money, usually through a taxing district like the City. Bonds have to be approved by a 67% vote in favor.

Levies: State legislation enables districts that meet a certain debt to property market value ratio to collect a levy for capital improvements. Because the money is collected just before it's spent, very little will be borrowed and there will be minimal interest costs.

Annexation Fees: The City gets sizable fees from the developer or property owner when a property is annexed. The intent is to offset costs that the City will bear in providing infrastructure to the new development. The infrastructure includes parks and recreation. The annexation fees

are negotiated and agreed on between the city and developer and allocated to the city departments using a predetermined formula. The money collected is allocated to each department per the agreement, and can only be used for infrastructure needs related to impacts, not operations.

Grants: There are all sorts of sources out there that will fund worthy projects. Usually, though, grants require matching funds - i.e., you have to come up with $10,000 cash to match the $10,000 grant to build a $20,000 project. However, some grants allow in-kind contributions, land valuations, labor and equipment contributions as matching funds. The hard part of grants is the grant writing, in which you meet all the requirements of the grant and write all the language in a way that sells your project to the Grant Review Board. Most grants are fairly specific in their funding goals, so your project has to meet their goals. Grant writing is a lot of work, so cannot be considered as free money.

Fundraising and Private Donations and Contributions: One of the major components to implement the Master Plan is the partnership of a Hailey Parks Foundation, a non-profit 501-C3 corporation with its own Board that would provide a means for donors to give to Hailey Parks, Lands & Trails without going through the City of Hailey. Large gifts and grants that go through the City of Hailey can encounter additional red tape that can discourage the donors. A partnership with a Hailey Park Foundation can be beneficial for both the community and the donor.

Again, one of Hailey's greatest strengths is our community's volunteer spirit, and the Master Plan encourages partnerships with special-interest groups that can help build and promote the recreation interests of our community.

ACTION PLAN

Short-Term (1 – 4 years)

- The Parks & Lands Board will oversee and implement the Master Plan development and standards. Develop a land acquisition plan, capital improvements plan and maintenance level of service.

- Continue to update the Master Plan that provides for an interconnected system of parks, recreational facilities, trails, green space and natural lands that meets the needs of current and future residents of Hailey. Encourage neighborhood participation in design, development and maintenance of parks and trails. Conduct a public survey for needs and use assessment. Refine the Master Plan accordingly.

- Continue to update standards for parks, trails and greenways distribution, size and configuration criteria, developed amenities, and level of maintenance. Continue to update standards of low-maintenance, drought-tolerant landscaping for public areas, as well as low-maintenance alternative paving surfaces. Require future development to meet those standards.

- Support and partner with the Hailey Parks Foundation to create an endowment fund for permanent funding and to provide an avenue for philanthropic support for recreation opportunities.

- Establish, build and maintain constructive partnerships with other community resources such as the Blaine County Recreation District, the Wood River Land Trust, the Blaine County School District and others. Cooperate with planning and development efforts to ensure that adequate recreation assets are available to support the community's recreation needs.

- Identify current land accesses, and encroachments to public accesses. Work with landowners to accommodate public uses while protecting property and development rights. Ensure that accesses present no threat to wildlife or the surrounding lands. Minimize potential conflicts between uses by planning for and designating separate areas, routes and accesses for each.

- Explore funding mechanisms such as neighborhood or local improvement districts to fund short-term development of parks and trails.

- Explore funding options such as levies, enterprise funds, local option taxes and other means of providing a permanent funding source for parks and lands. Ensure that such funding provides for land acquisition, capital improvements, and maintenance.

- Establish long-term funding with voter support.

- Begin planning and development of a greenway or greenbelt that surrounds, connects and helps to define the community of Hailey.

- Partner with landowners of large parcels to provide recreation and green space opportunities while protecting property and development rights.

- Support and participate in establishing a system for Transfer of Development Rights to provide larger connected tracts of green space within the Area of Impact.

- Continue to work with the BLM, Forest Service, Fish & Game and other agencies to ensure that lands adjacent to Hailey are managed in the best interests of the residents of Hailey and the public at large.

Mid-Term (5 – 9 years)

- Reassess the Master Plan according to public input and changing needs and trends. Continue to reassess the land acquisition, capital improvements and maintenance plans.

- Continue development of a greenway or greenbelt that surrounds, connects and helps to define the community of Hailey.

- Continue to encourage neighborhood participation in design, development and maintenance of parks and trails

- Establish, or support efforts to establish, overlay districts to manage:
  The Big Wood River waterways, wetlands, floodways and floodplains
  Wellhead protection
  Historic District
  Hillside Overlay District and a Hillside Ordinance
  Viewsheds and View Corridors
  Wildlife & Ecosystems

- Promote and explore opportunities to create a regional park or large community recreational assets. Explore funding options and partnerships with community and regional resources.

- Explore development of facilities that are self-sustaining through user fees and other revenues.

- Explore development and maintenance costs sharing with neighborhood or homeowner associations, philanthropic and community service groups.

- Explore maintenance partnerships, such as pooled equipment and crews for maintenance of trails and parks.

- Continue constructive partnerships with other community resources such as Blaine County Recreation District, Blaine County School District, the Wood River Land Trust and others.

Long-Term (10 – 20 years)

- Reassess the Master Plan according to public input and changing needs and trends.

- Continue to refine the land acquisition, capital improvements and maintenance plans.

- Complete a greenway or greenbelt that surrounds and connects the community.

- Develop a regional park or large community recreational asset.

- Continue to partner with landowners of large parcels to provide recreation and green space opportunities while protecting property and development rights.

DEVELOPMENT STANDARDS

These standards are intended to implement the goals and policies of the Master Plan, and set guidelines for appropriate improvements to a park, based on its size, use and distribution. For example, neighborhood parks should be designed as "recreational and social focal points for the neighborhood", while community parks are "focused on meeting community recreation needs, as well as preserving unique landscapes and green space." Public elements in each space reflect the park's designation.

All parks, lands, trails, recreation or community facilities will meet criteria for development, location and size, unless unusual conditions exist that prohibit meeting one or more of the criteria. The Parks and Lands Board will carefully consider any development and address current needs and shortcomings of the neighborhood or area impacted. The Parks and Lands Board will make a recommendation to City Council, which will recommend accepting the park proposal from the developer as-is, accepting the park proposal from the developer with stated conditions, or accepting in-lieu fees in place of park space. If in-lieu fees are recommended from the Board to City Council, those fees must be allocated to address park needs elsewhere within the city. All shall:

1. Provide safe and convenient access, including meeting current ADA standards.
2. Not be gated so as to restrict access.
3. Be configured in such a manner that will not create a perception of intruding on private space. Must be open to public and signage meet current city standards.
4. Be configured in size, shape, topography and improvements to be useful to the common.
5. Not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.
6. Not create undue demands on city services. During development, establish long-term maintenance/management plan.
7. Be low maintenance, or provide for maintenance or maintenance endowment.
8. Be connected in a useful manner to other recreation opportunities.
9. Not conflict with the use or planned use depicted in the Master Plan.

Parks, Lands, Trails & Recreation

The Master Plan provides a set of standards for classification, distribution, size and location of both parks and trails in Hailey. Those standards were compiled based on standards provided by the National Parks and Recreation Association. While the NPRA recommended specific standards, they also recommended that their standards be adjusted to fit the unique characteristics and opportunities of the community. The NPRA standards have been modified to fit the scale and uniqueness of Hailey.

The Hailey Parks and Lands Board establishes standards in order to apply consistent requirements to all future development, as well as retrofits of recreation assets into existing neighborhoods and districts. This consistency of design standards will enhance the overall recreation system.

The Master Plan also envisions recreation opportunities within walking distance of the greatest number of residents; walking distance is defined as between ¼ and ½ mile. The Hailey Parks Classifications and Guidelines section of the Master Plan gives direction as to what type of park needs to go where, based on appropriate use areas for each type of park. For example, mini parks serve about a ¼-mile radius area, while neighborhood parks serve a ½-mile radius area.

All residential development should be required to provide park space and greenways or connectors to meet the recommended standard of 10 acres per 1000 residents. (This standard has been adopted from the National Parks & Recreation Association, as well as from the Blaine County Recreation District.) Based on the size and scope of the development, the distribution guidelines would provide several smaller neighborhood parks or a larger community park.

Commercial development should contribute to Hailey's park space, greenways and connectors as well, but the ratio is different because the use is different than for residential development. Commercial employees/users would use greenway connectors to travel, lunch, or exercise breaks. "Green" spaces can include basketball or tennis courts, smaller picnic facilities, pathways and gardens. A larger commercial development, such as a retail center, may provide a public plaza with public art and furniture as an additional draw to customer or visitor use.

Performance Standards

The Master Plan Committee discussed Performance Standards, or a weighted system of evaluation. This system of evaluation can work to the benefit of the developer, who can choose from a "menu" of contributions. It also can benefit the community, who can prioritize its needs. Some suggestions that may be included when that system of evaluation is implemented:

Provides maintenance funding as part of the facility
Discourages automobile use and encourages multi-modal use
Encourages multi-generational use and lifetime sports
Represents local heritage, culture & history
Reduces safety hazards or liability to the City
Uses professional design assistance

Sign Standards

The existing signs at the parks need to be upgraded and standardized in a manner that is unique to Hailey, that reflects our heritage, and that incorporates an easily recognized logo or symbol for Hailey. Uniformity of signs and signposts can also minimize maintenance efforts and streamline maintenance costs. A sign standard for directional and title signs adds to the overall connected community theme. Uniform signage will also be needed at trailheads and accesses to manage shared uses and reduce multiple user conflicts. A logo or standard emblem identifies Hailey public assets and contributes to the sense of community, as it is a visual symbol of our community identity.

Land Development

For lands adjacent to Hailey, the Master Plan encourages large recreation assets (like a golf course or regional park), as well as open hillsides and view corridors. Development is encouraged to remain within city limits, which keeps development closer to existing city services, with the remainder of the lands having decreasing density and increasing green or open space.

The Master Plan encourages development that is sensitive to that green space. A balance is needed between community goals and private property rights, and several tools are available to achieve this, such as Transfers of Development Rights (TDRs), conservation or cluster subdivisions, and conservation easements. The Parks & Lands Board can proactively pursue constructive partnerships with landowners, land managers and regional resources in order to achieve the goals of this plan.

Irrigation Standards

Along with responsible planning, the Master Plan endorses responsible management of parks and lands. Hailey's climate is high-altitude and semi-arid, which presents challenges of a shorter growing season coupled with a dry summer season. Most of our precipitation comes in the winter months, and water storage greatly affects the ability to irrigate large tracts of green space. Green space maintenance has to be balanced with the availability of water for fire protection and domestic use.

Water rights continue to be of growing concern all across our region, and partnerships with canal companies and private landowners should be pursued. There may be future opportunities for irrigation of urban trees or forests by "grey water". However, DEQ standards limit use of "grey water" as irrigation for public spaces. Depending on the type and amount of public use, certain standards to water quality apply. This, and other potential water sources, needs to be explored further.

Public education is critical to encourage water conservation; the parks should provide examples of good stewardship without a compromise of the standards of maintenance.

1. Use drought-tolerant low-maintenance landscaping to reduce the amount of needed water.
2. Green spaces should be preserved or restored where appropriate to minimize maintenance costs and to preserve ecosystems.
3. Where public spaces require turf, those turf spaces are developed with a healthy layer of topsoil, planted with appropriate grasses, and have properly designed erosion control, irrigation and drainage systems.
4. Irrigation systems must use proper watering times and xeriscape or drip systems where appropriate to minimize water loss due to evaporation.
5. Update to more efficient parts and clocks to be "smart" clocks that are compatible with the current RainBird system as funding is available to continue to reduce water usage and runoff.
6. Irrigation systems need to be designed so that they efficiently deliver water to maintain function and purpose of the managed landscape.
7. New irrigation systems must be assembled and installed according to design specifications and manufacturer product requirements.

Landscaping Standards

The Master Plan endorses drought-tolerant low-maintenance landscaping, with an emphasis on using a variety of indigenous plants, shrubs and trees that will grow well in our area and the specific planting site. Wherever appropriate, the Master Plan recommends that green spaces be preserved or restored to minimize maintenance costs and to preserve ecosystems. Where public spaces require turf for heavy or active recreation use, the Master Plan recommends that those turf spaces be kept to a minimum, planted with drought-tolerant grasses, developed with a healthy layer of topsoil and a properly designed irrigation system to minimize water usage. Irrigation systems should use proper watering times, xeriscape or drip systems to minimize water loss due to evaporation.

1. Use a variety of indigenous plants, shrubs and trees that will grow well in our area. Refer to the *Wood River Valley Tree Guide* (2013).
2. When choosing tree species to plant, consider site conditions, plant tolerances, mature size and any potential debris (flower, fruit, etc.). Choose planting sites that are in areas favorable for plants to thrive. Xeriscaping options need to be considered and are encouraged where sensible.
3. Plantings and new landscaping must take maintenance into consideration. Low-maintenance landscaping is favored.
4. All landscaping must adhere to irrigation standards.

Tree Standards

Trees are recognized as an asset, and can contribute to reduced energy and maintenance costs. Where young trees that require more water to get established are planted, appropriate irrigation and maintenance programs should be implemented. Street trees and urban forests are an integral part of the Master Plan, and contribute to the overall sense of green space and recreational opportunities within Hailey. The Master Plan endorses the *Wood River Valley Tree Guide* (2013), and also references Hailey Design Review Guidelines that require "a maximum of 20% of any single tree species may be used in any landscape plan (excluding street trees)."

Parks should provide examples of good stewardship without a compromise of the standards of maintenance. Trees are recognized as an asset, and can contribute to reduced energy and maintenance costs. Green space maintenance has to be balanced with the availability of water for fire protection and domestic use.

A consistent standard of street trees should be applied to all city streets. Not only does this enhance the "green" of these routes, but it contributes to the overall treescape of the community. The Idaho Department of Lands Community Forestry Program has programs available to assist communities to attain and maintain Tree City USA status. As of 2015, the City of Hailey has been a Tree City USA Community for 8 years.

1. Use no more than 20% of any one tree species, excluding street tree plantings. Specie variety is necessary.
2. When choosing tree species to plant, consider site conditions, tree tolerances, mature tree size and any potential debris (flower, fruit, etc.).
3. Use a variety of indigenous plants, shrubs and trees that will grow well in our area. Refer to the Wood River Valley Tree Guide (2013).
4. Any work (planting or maintenance) performed on public trees needs to be completed by an accredited company or done under the direction of the City arborist, as determined by the City.
5. Consider planting trees in parks which have mature trees to keep age diversity of trees in parks.

Connectivity Standards

The Master Plan envisions an interconnected system of trails, parks, and greenways, providing a combination of developed and undeveloped recreation space. The connections of green spaces distribute recreation opportunities equitably across the entire community. This vision is implemented by policies to identify and enforce standards for distribution of assets and connecting them together with greenways and trails. See the Hailey Parks Classification and Distribution

Guidelines of this Master Plan. Development needs to contribute a useful connection to the overall recreation system as well as contributing to park space.

Connectivity requires proactive planning and implementation with future development. This ensures that all assets are connected to the best of our ability, further enhancing the overall recreation value of individual green spaces, as well as minimizing ecosystem fragmentation.

- **Trails, Pathways, and Pedestrian and Bicycle By-ways**

Recreation trails meander away from the road network, and the focus is on harmony with the natural environment and on recreational value. Transportation trails provide safe, direct routes between points on or along the road network. Recreation trails can connect the recreation assets of and to the community, while adding to the transportation network.

The Master Plan supports a non-motorized trails system that encircles and connects the entire community. Although there are recognized difficulties due to terrain and private ownership, identifying these trails as a conceptual possibility can result in actual construction in the future. Riverside trails that connect existing tracks and help retain natural areas are encouraged. The trail system can be expanded to connect neighborhoods to the river, to Broadford Road, and to hillside accesses.

Bike & pedestrian by-ways are designated through Hailey in a Master Transportation Plan; pedestrian use along Main Street was considered to be more for transportation and less recreational. Only a limited number of pedestrian crossings are recommended on Main Street; too many traffic lights to facilitate pedestrian crossings will interfere with traffic flow. Recreational pedestrian and bicycle use is encouraged on River, First and Second Streets instead.

- **Greenways**

Greenways are green spaces that tie the park system components together to form a continuous park environment. Greenways provide *connectivity* to each other and to our existing parks and recreation opportunities, bringing recreation opportunities closer to the greatest number of residents. Greenways also surround the community with green space that provides a network of diverse recreation opportunities and assets.

Greenways are important and continue to be sought because greenways may provide the opportunity for connectivity through privately owned parcels and may meet developers park dedication requirements, if appropriate for that development project as determined by the Parks and Lands Board.

Development Standards Conclusion

All work to be done in parks and on public lands, including right-of-way's, needs to be completed with the best interest of the environment in mind. Low maintenance, low water, low impact and low energy is what this Master Plan is striving for, whether that be upgrading irrigation parts to the newest version, replacing a declining tree with a different species or adding low maintenance or no turf in an area that was previously turf. The goal of these improvements is to be environmentally sensible and sustainable.

Public Art, Elements, & Gifts Standards

Art in Public Places can come in many forms, such as paintings, windows, doors, tapestries, manhole covers, street lamps, water features, public furniture, sculpture and more. The Master Plan recognizes the value of public art, and would like to encourage more in Hailey, especially in the Central Business District and other public areas.

Public art should be *selected* rather than *accepted* by our community. A public art collection should be a well-planned and coordinated selection of pieces, rather than a non-cohesive collection of gifts chosen by the donors. This Master Plan recommends a Public Arts Commission to implement and oversee a Public Arts Program.

Many Public Art Programs include the commission, purchase and installation of artworks. Programs commission works from artists and maintain the works of art in a municipal art collection, which is displayed in city buildings and on city property. Artwork commissioned by this program may be created either as an integral part of an eligible construction project or at any other city-owned site.

Public Art Programs include:

- May be funded through a "one percent for art" program (1% of municipal public works projects' budgets are dedicated to public art)
- Permanently-Sited Major Indoor and Outdoor Artworks
- Artworks for a Portable Works Collection
- Design Team Projects
- Special Projects

Gifts of public elements or facilities and works of art are occasionally offered as donations to the City of Hailey; gifts are an important part of providing much-needed assets in our parks and lands, as well as establishing a visual artwork collection for the community. In order to ensure the quality of improvements for parks and lands, and to ensure a quality art collection, the Hailey Parks & Lands Board has established a Gift Review Policy.

The City has limited funds to protect, maintain, preserve and conserve elements or artworks. Therefore a careful review process has been established to evaluate proposed gifts to the City. Public elements, such as fountains, public furniture, monuments or other facilities, should be part of a capital improvements plan, and noted in a "gift catalogue". In the absence of a capital improvements plan or gift catalogue, gifts can be reviewed for compatibility with the Master Plan, outlined in the Gift Review Policy.

All public elements must meet standards that are detailed in the Master Plan. The intent of those standards is to ensure that public elements become an asset to public places and do not discourage or disrupt use of the surrounding public space, or threaten the health, safety or welfare of the public.

The Hailey Public Works Department maintains records of gifts and oversees their maintenance. However, funds to maintain gifts are limited. Therefore, in accepting a gift the Parks & Lands Board may require that the donor sign a maintenance agreement or establish a maintenance endowment to ensure adequate care for the gift.

In some cases, a memorial plaque may be appropriate with the gift. Two standard plaques are available for permanent display with the gift. The smaller plaque, appropriate for benches and other smaller public elements, is a 2" by 3" polished brass plaque. The larger plaque is an 8" by

10" cast bronze plaque. Intangible gifts, such as donations of funds, can be honored with a small plaque on permanent display at City Hall.

PUBLIC ART

The City of Hailey does not yet have a formal public art collection, other than the Hailey Public Library's Mallory Photograph Collection. The Parks & Lands Board recognizes the value of public art, and would like to encourage more in Hailey, especially in the Central Business District and other public areas.

Public art should be *selected* rather than *accepted* by our community. A public art collection should be a well-planned and coordinated selection of pieces, rather than a non-cohesive collection of gifts chosen by the donors. Review of artwork gifts is conducted by a panel of three to five arts professionals appointed by the Parks & Lands Board (Public Art Committee), or by the Board itself.

Artworks generated through community process may be formally accessioned into Hailey's City Art Collection. Artworks may be offered to the City Art Collection as a component of community-generated development projects. The Hailey Parks & Lands Board may require a signed maintenance agreement or establishment of an endowment for maintenance, preservation and conservation in perpetuity. The Hailey Parks & Lands Board strongly encourages community groups to raise funds and/or make specific plans for the maintenance of such works.

The Public Art Committee reviews each proposed gift of art on the basis of the criteria and guidelines established for Public Elements, plus additional criteria below. Community groups or individual donors proposing gifts will be provided with the gift policy in advance in order to ensure that all these criteria are addressed. The committee may require evidence that these issues have been satisfactorily resolved before making a recommendation to the Parks & Lands Board regarding a proposed gift.

Public Elements

The Parks & Lands Board reviews each proposed gift to be located on city property on the basis of established criteria. Community groups or individual donors proposing gifts will be provided with the gift policy in advance in order to ensure that these criteria are addressed. The Board may require evidence that these issues have been satisfactorily resolved before making a recommendation regarding a proposed gift.

Public Gifts

Gifts of public elements or facilities and works of art are occasionally offered as donations to the City of Hailey through the Mayor's Office, the City Council, and other City departments. Gifts to the City are an important part of providing much-needed assets in our parks and lands, as well as establishing a visual artwork collection for the community. In order to ensure the quality of improvements for parks and lands, and to ensure a quality art collection, the Hailey Parks & Lands Board has established this Gifts Review Policy.

The City has limited funds to protect, maintain, preserve and conserve elements or artworks. Therefore, a careful review process has been established to evaluate proposed gifts to the City. Public elements, such as benches, fountains, and so on, should be part of a capital improvements plan, and noted in a "gift catalogue". In the absence of a capital improvements plan or gift catalogue, gifts can be reviewed for compatibility with the Master Plan.

Until now, there has been no standard method of reviewing proposed gifts. The City of Hailey Parks & Lands Board has taken responsibility for evaluating the suitability of proposed gifts and making recommendations to the City Council. If accepted, the Hailey Public Works Department maintains records of the gift and oversees the maintenance of gifts. The Hailey Parks & Lands Board is responsible for review of all proposed gifts to the City to be sited on city-owned property, including donations by individuals, neighborhood and community groups and international organizations.

Review Policy
The intent of these standards is to ensure that public elements, such as fountains, public furniture, monuments or other facilities, become an asset to the public space, and do not jeopardize the health, safety or welfare of the public.

Where industry-specific standards apply, all elements will meet or exceed minimum standards. Where City standards apply, all elements will meet or exceed minimum standards. In addition, all elements will meet the following criteria:

1. A religious or political point of view is not depicted.
2. Does not discourage or disrupt use of surrounding space.
3. Does not create an unreasonable demand on city services.
4. Is compatible with the existing or planned use depicted in the Master Plan.

Additional criteria are used as guidelines to ensure that public elements become an asset to public space. These criteria are also used for review of gifts, and are listed in the Hailey Parks & Lands Board Gift Review Policy:

1. **Aesthetic Quality**
   Is the proposed element an asset with strong aesthetic merit? Criteria for aesthetic quality include:
   - Durability and craftsmanship in fabrication
   - Appropriate scale to the proposed site
   - Appropriateness to other aspects of its surroundings
   - Relationship of artwork to other works in the City Art Collection as a whole
   - Artist's credentials, recognition and local significance

2. **Site**
   What type of site is proposed? Siting criteria include:
   - Master Plan designation on the proposed site
   - If designated in the Master Plan, is the element proposed consistent with the plan recommendations
   - If not designated on this site in the Master Plan, is the site appropriately located and scaled
   - If proposed for a site of regional significance (e.g. a community park, Central Business District, a main thoroughfare, a major civic building), does its use, scale and aesthetic quality merit a prominent location
   - If the site presents special obstacles (for example, poor drainage or a steep slope) have these obstacles been adequately addressed

- Written evidence that location of artwork on the proposed site has been approved by the City department that occupies the site

3. **Relationship to the Community's Existing Assets and to the Collection as a Whole**
   How is the proposed element compatible or incompatible with the community's public assets, recreation opportunities and to the City of Hailey's public art collection?? Criteria for compatibility include:

   - Does the element contribute to the diversity and breadth of the recreation opportunities available?
   - Does the element connect, complement or enhance existing assets or opportunities?
   - Does the element meet the goals and objectives of the Master Plan?
   - Does the artwork contribute to the diversity and breadth of the City Art Collection?
   - Is the artist's work already adequately represented in the City Art Collection?

4. **Community Process**
   Elements and artwork may require public involvement and review. The following is encouraged and should be met:
   - The sponsor is encouraged to solicit public involvement and comment about the proposed element.
   - The sponsor is encouraged to present letters or petitions in favor of the project.
   - For community-based projects, artist selection must have been based on an open competition or a process that demonstrates substantial community involvement (e.g. review and discussion by immediately-surrounding community)
   - If the artwork gift is a result of direct selection by the donor, does it contribute to the diversity of the City's collection?

5. **Technical Specifications and Feasibility**
   Elements installed on City property must be durable and meet City safety concerns. Professional design is strongly encouraged. Criteria include:
   - Adjacent/surrounding site conditions if applicable
   - Dimensions
   - Materials
   - Colors
   - Power, plumbing or other utility requirements
   - Construction/installation method
   - Fabricator is qualified to install the element and carries adequate insurance to meet City standards.

   The Board may require additional support materials such as text describing concepts and specifications, construction/fabrication, structural or engineering drawings, models or presentation drawings.

Artworks proposed for installation on City property must be durable and meet City safety concerns. The Public Art Committee may review detailed construction/fabrication drawings consisting of site plan, elevation and section view of artwork.

The Committee may require additional support materials such as text verbally describing artwork and specifications, structural and engineering drawings, models or presentation drawings.

6. **Budget and Contractual Information**
   Prior to acceptance of a proposed element or artwork, the Hailey Parks & Lands Board or Public Art Committee may review the adequacy of its proposed budget and funding source. Criteria include:

   - Projected costs should be accurate and realistic as demonstrated by fabricator and/or installer estimates
   - Payment for element or artwork and its installation should be guaranteed by the provider through performance or bid bonds or a valid, signed contract with the artist
   - Artists fee must be equal to at least 20% for the artwork cost or must have been waived by the artist/artist's estate in writing.

7. **Durability and Routine Maintenance**
   The proposed element or artwork gifts may be required to be accompanied by a maintenance plan prepared by a qualified professional and/or reviewed by an artwork conservator. It is expected that proposed permanently sited elements or artwork gifts will last a minimum of 30 years. Criteria include:
   - Explanation of expected life span of element or artwork in public non-archival exhibition settings
   - Explanation of environmental conditions and suitability of materials or artwork materials to the conditions of its proposed display.
   - Explanation of seismic safety consideration.
   - Description of durability of similar artworks in the same material(s) attained

8. **Long Term Maintenance**
   The Hailey Public Works Department is responsible for overseeing the maintenance of elements on city property and artworks in the City Art Collection. A maintenance plan for elements or artwork gifts should be required as part of the proposal or donation proposal. This plan should be provided by the artist or a qualified conservator. Maintenance criteria that should be met include:
   - Estimated account of on-going maintenance requirements and cost
   - Provision of maintenance funds or agreement. (The Board may, at its discretion, require the donor to sign a maintenance agreement and/or allocate funds for on-going maintenance and preservation of the element).
   - Description of element installation and removal requirements
   - For "portable" elements: handling and installation requirements (e.g. instructions for personnel and equipment required for moving the element).

   - For gifts of "portable" artworks: handling and installation requirements (e.g. instructions for personnel and equipment required for moving the work)
   - Written permission from the artist/artist's estate for work by a qualified conservator. NB: Reasonable efforts will be made by the Hailey Parks & Lands Board to contact living artist(s) in the event of need for major restoration. General maintenance work will be conducted as necessary without such formal notification.

- Written permission granted by the artist for removal of the work due to possible changes in the future use of the site

9. **Vandalism and Safety**
   Proposed elements or artwork gifts must consider potential vandalism and public safety issues. Proposed elements or gifts should demonstrate consideration of the following criteria:
   - Description of potential safety hazards and how they have been addressed
   - Describe potential for vandalism or graffiti and how this potential has been addressed
   - Describe elements of the artwork that might be prone to vandalism and how this potential for vandalism has been addressed
   - Describe how graffiti vandalism has been addressed

10. **Timeline**
    If a proposed element is not completed within the timeline originally established, or if significant changes (either conceptual or financial) to the proposed work occur, it may be reviewed again by the board. The Hailey Parks & Lands Board is authorized to request that a proposal be resubmitted for review.

    If a proposed gift is not completed within the timeline originally established, or if significant changes (either conceptual or financial) to the proposed work occur, it may be reviewed again by the committee. The Hailey Parks & Lands Board is authorized to request that a proposal be resubmitted for review.

Recommendations on Acceptance and Rejection of Gifts
The Hailey Parks & Lands Board makes a recommendation on a course of action regarding each proposed gift or project. The Board's recommendation will be forwarded to the City Council.
The Public Art Committee makes a recommendation to the Hailey Parks & Lands Board on a course of action regarding each proposed gift or project. Upon approval by the Board, the recommended acceptance will be forwarded to the City Council.

De-accession Review
Gift artworks will be reviewed on a regular basis and de-accessioned if necessary, through steps in accordance with national standards for de-accessioning works of art.

Standards: Playgrounds and Play Structures

Refer to:
Handbook for Public Playground Safety, US Consumer Product Safety Commission Publication No. 325
Idaho General Safety and Health Standards for Playgrounds, Sports Fields, and Parks

HAILEY RECREATION INVENTORY - 2017

NAME	STATUS		Rec		ACRES		TRAILS & PATHWAYS	
	Exist	Pro-posed	Facility *	Class	Develop	Undev		
Curtis Park	X		1	neigh	2.5			CofH
Deerfield Park	X		1	neigh	3.3			CofH
Foxmoor Park	X		1	neigh	1.3			CofH
Hop Porter Park	X		1,4,5, 8	neigh	4.3			CofH
Lawrence Heagle Park	X		1,3,4,5, 8	neigh	3.5			CofH
Lawrence Heagle Park (proposed)		X		comm		4.5	proposed	CofH
Lion's Park	X		2	comm	3.0	7.0		CofH
Roberta McKercher Park	X		2, 5, 8	neigh	2.5			CofH
Keefer Park	X		1, 2, 4, 5, 8	comm	8.6		proposed	CofH
Echo Hill Park	X		8	mini	0.5			CofH
Woodside - South Blvd (proposed)		X		mini		0.6		CofH
Balmoral Park	X		5	Neigh	2.2		Type II	CofH
Old Cutters Park	X		1, 2, 4, 5	Neigh	5.2		Connector	
Jimmy's Garden Park	X		8	Mini	0.2			
Fox Demonstration Garden	X		8	mini	0.25			
Hailey Trails System	X	X		trails			proposed	CofH
					37.25	**12.1**	**subtotal**	**49.35**
Hailey Elementary School	X		1,2	multi	8.6			BCSD
Community Campus	X		2	sports	15.0			BCSD
Wood River High School	X		2	sports	8.2			BCSD
Wood River Middle School	X		2,3	sports & neigh	8.7		Type II Connector	BCSD
Woodside Elementary School	X				10.0			BCSD
					50.5		**subtotal**	**50.5**
Blaine County Aquatic Center	X		6		1.0	3.5		BCRD
Wood River Trails	X			trails			Type I Connector	BCRD
Sawtooth Rangers Rodeo	X		7		2.5			Partnrship
Hailey Skate park	X		8		1.0			Partnrship
Quigley Golf Course (proposed)		X						BCRD
					4.5	**3.5**	**subtotal**	**8.0**
Cutter's Barn	X		7					Private
Ironwood Tennis Club	X		3					Private
LDS Church Grounds	X		2		8.0			Private
Wood River Gymnasium	X							Private
River Grove Farms	X		7					Private
Rotarun Ski Area	X		8					
Sagebrush Arena	X		7					Private
Hailey Greenway Project (proposed)		X		natural resource area			Type III Park Trail	Partnrship
					0.0	**0.0**	**subtotal**	**0**
					92.25	**15.6**	**TOTAL**	**107.85**

* RECREATION FACILITIES:

1 Playground
2 Athletic Field
3 Tennis Courts
4 Picnic Facility
5 Restrooms
6 Swimming Pool
7 Equestrian
8 Other

Existing Public Recreation Acres	**92.25**
Current Population per 2016 Census	**8,218**
ACREAGE PER 1,000 RESIDENTS *	**11.22**
Proposed Public Recreation Acres	**107.85**
Estimated Population at Buildout	**14,500**
ACREAGE PER 1,000 RESIDENTS *	**7.44**

* National Recreation & Parks Association sets the minimum standard as 10 acres per 1,000 residents

HAILEY PARKS & LANDS CLASSIFICATIONS & DISTRIBUTION GUIDELINES

Classification	Description	Location Criteria	Size Criteria *
Mini-Park	Used to address limited, isolated or unique recreational needs, or special sites	Less than 1/4-mile distance in a residential setting.	Between 2500 sq ft and one acre
Neighborhood Parks	Serve as recreational and social focus of the neighborhood; offers family activities close to home	1/4 to 1 mile distance in a residential setting	1 to 10 acres, with 5 – 8 as optimal. 5 acres is generally the minimum necessary to provide space for a menu of recreation activities
School Park	Can fulfill the space requirements for other types of parks, such as neighborhood, community, sports complex and special use.	Determined by location of School Dist property	Determined by size of School District property.
Community Park	Serves broader purpose than other parks - focused on meeting community recreation needs, as well as preserving unique landscapes and green spaces.	1 to 4 miles	As needed to accommodate desired uses, or 10 to 20 acres. 5 acres is generally the minimum necessary to provide space for a menu of recreation activities
Regional Park	Serves broad regionally-based recreational needs	Strategically located based on availability	20 to 100 acres
Natural Resource Area	Land set aside for preservation of significant natural resources, remnant landscapes, green space, environmental, educational, and visual aesthetics/buffering.	Resource availability and opportunity.	Variable
Greenways	Effectively tie park system components together to form a continuous park environment	Resource availability and opportunity.	Variable; 25' minimum width in residential subdivisions; otherwise

			50' minimum, 200' optimal.
Sports Complexes	Consolidates programmed athletic fields to fewer sites strategically located	Strategically located community-wide.	Determined by projected demand, or 15 to 25 acres
Private Park/ Recreational Facilities	Parks and recreation facilities that are privately owned but contribute to the public recreation system	Variable	Variable

* National Recreation & Parks Association sets the minimum standard as 10 acres per 1,000 residents

HAILEY TRAILS CLASSIFICATION & GUIDELINES

Classification	General Description	Description of each Type	Standards
Park Trails	Multipurpose trail located in greenways, parks and natural resource areas. Focus is on recreational value and harmony with the natural environment.	**Type I:** Separate or single-purpose hard surface trails for pedestrians, bicyclists/in-line skaters.	8' – 10' improved hard surface with 4' – 6' shoulder where appropriate. Minimum 20' ROW with 50' optimal.
		Type II: Multi-purpose hard-surfaced trails for pedestrians and bicyclist/in-line skaters, suited for lighter use than Type I.	8' – 10' improved hard surface with 4' – 6' shoulder where appropriate.
		Type III: Informal nature trails for pedestrians; may be hard or soft surfaces.	5' – 8' hard or soft surface with minimum 20' ROW

Classification	General Description	Description of each Type	Standards
Connector Trails	Multi-purpose trails that emphasize safe travel for pedestrians to and from parks and around the community. Focus is as much on transportation as it is on recreation.	**Type I:** Separate or single-purpose hard surface trails for pedestrians, bicyclists/in-line skaters. Located in independent right of way; e.g., old railroad ROW (Type I Bikeway)	Trail design should coincide with Wood River Trails standards and setbacks.
		Type II: Separate or single-purpose hard surface trails for pedestrians, bicyclists/in-line skaters. Suited for lighter use than Type I. Typically located in road ROWs	8' – 10' improved hard surface with 4' – 6' shoulder where appropriate; minimum 20' ROW
		Type III: Informal trails for pedestrians that connect neighborhoods; may be hard or soft surfaces.	5' – 8' hard or soft surface with minimum 20' ROW
On-Street Bikeways	Paved segments of roadways that serve as a means to safely separate bicyclists from vehicular traffic. Accommodate	**Bike Route:** Designated portions of the roadway for the preferential or exclusive use of bicyclists.	Design should coincide with City, ITD and AASHTO standards, as appropriate.

	greater speeds.		
		Bike Lane: Shared portions of the roadway that provide separation between motor vehicles and bicyclists, i.e. paved shoulders. Used in areas with greater traffic volume. (Type II Bikeway)	Design should coincide with City, ITD and AASHTO standards, as appropriate.
All-Terrain Bike Trails	An off-road trail for all-terrain (mountain) bikes.	Single-purpose loop trails located in parks and natural resource areas. Sometime developed as multi-purpose with hiking where conflicts can be managed.	Trail design should coincide with standards developed by regional recreation and resource agencies.
Cross-Country Ski Trails	Trails developed for traditional and skate-style cross-country skiing.	Seasonal single-purpose loop trails located in parks and natural resource areas.	Trail design should coincide with standards developed by regional recreation and resource agencies.
Equestrian Trails	Trails developed for horseback riding. Usually grass or woodchip surfaces.	Single-purpose loop trails located in parks and natural resource areas. Sometimes developed as multi-purpose with hiking and all-terrain biking where conflicts can be managed.	Trail design should coincide with standards developed by regional recreation and resource agencies.
Public Accesses	Multi-purpose accesses that provide public access to trails, natural resource areas, and other recreation opportunities.	Developed as multi-purpose with hiking, all-terrain biking, and motorized uses where conflicts can be managed.	Requires cooperation with landowners, both public and private.

FACILITY DEVELOPMENT & SPACE GUIDELINES

Activity	Recommended Size & Dimensions	Recommended Space Requirements	Recommended Orientation	Service Radius and Location Notes
Badminton	Singles-17'x44' Doubles-20'x44' with 5' unobstructed area on both sides	1622 sq ft	Long axis north-south	¼ to ½ mile. Unsually in school park or community facility. Safe walking or biking access.
Basketball **1. Youth** **2. High School** **3. Collegiate**	 46' - 50' x 84' 50' x 84' 50' x 94' with 5' unobstructed area on all sides	 2400-3036 sq ft 5040-7280 sq ft 5600-7980 sq ft	Long axis north-south	¼ to ½ mile. Same as badminton. Outdoor courts in neigh/comm parks, plus active rec areas in other park settings.
Handball (3-4 wall)	20' x 40' with a minimum of 10' to rear of 3-wall court.	800 sq ft for 4-wall, 1000 sq ft for 3-wall	Long axis north-south	15 - 30 min travel time 4-wall usually indoor as part of multi-purpose bldg

	Minimum 20' overhead clearance		Front wall at north end	3-2 wall usually in park or school setting
Ice Hockey	Rink 85' x 200' (min 85' x 185') Additional 5000 sq ft support area	22,000 sq ft including support area	Long axis north-south if outdoors	½ to 1 hour travel time. Best as part of multi-purpose facility.
Tennis	36' x 78' 12' clearance on both ends	Min of 7200 sq ft single court area (2 acres per complex)	Long axis north-south	¼ to ½ mile Best in batteries of 2 - 4 located in neigh/comm park or near school site
Volleyball	30' x 60' Minimum of 6' clearance on all sides	Min 4000 sq ft	Long axis north-south	½ to 1 mile
Baseball				
1. Official	Baselines - 90' Pitching - 60.5' Foul lines - 320' min Center field - 400'+	Min 3.0 - 3.85 acres	Locate home plate so pitcher is not throwing across sun, and batter not facing it. Line from home plate through pitchers mound to run east-northeast.	¼ to ½ mile part of neighborhood complex Lighted fields part of community complex
2. Little League	Baselines - 60' Pitching - 46' Foul lines - 200' Center field - 200' 250'	Min 1.2 acre		
Field Hockey	180' x 300' with a min of 10' clearance on all sides	Min 1.5 acre	Fall season - long axis northwest or southeast. Otherwise, long axis north-south	15 - 30 minute travel time. Usually part of baseball, football, soccer complex in community or school park
Football	160' x 360' woth a min of 10' clearance on all sides	Min 1.5 acre	Same as field hockey	15 - 30 minute travel time Same as field hockey
Soccer	195' to 225' x 330' to 360' with a minimum of 10' clearance on all sides	1.7 - 2.1 acres	Same as field hockey	1 to 2 miles. Number of units depends on popularity. Youth soccer on smaller fields adjacent to fields or neighborhood parks

FACILITY DEVELOPMENT & SPACE STANDARDS (cont.)

Activity	Recommended Size & Dimensions	Recommended Space Requirements	Recommended Orientation	Service Radius and Location Notes
Golf				
Driving Range	900' x 690' wide Add 12' width each additional tee	13.5 acres for minimum of 25 tees	Long axis is southwest-northeast	30 minute travel time. Part of golf course complex.
1. Par 3 (18 hole)	600 - 2700 yards average length	50 to 60 acres	Majority of holes on north-south axis	½ to 1 hour travel time
2. 9-hole standard	2250 yards average length	Min of 50 acres		9-hole course can accommodate 350 people/day
3. 18-hole standard	6500 yards average length	Min of 110 acres		500 - 550 people/day Courses may be located in community, district or regional park
¼ mile running track	Overall width - 276' Length - 600' Track width for 8 - 4 lanes is 32'	4.3 acres	Long axis in sector from north to south to northwest-southeast, with finish line at north end	¼ to ½ hour travel time Usually part of a high school or community sport complex
Softball	Baselines - 60' Pitching - 45' men, 40' women Fast pitch field radius from plate - 225' Slow pitch - 275' men 250' women	1.5 to 2.0 acres	Same as baseball	¼ to ½ mile May also be used for youth baseball
Multiple-use court (basketball, tennis, etc)	120' x 80'	9840 sq ft	Long axis of court with primary use north- south	1 to 2 miles in neighborhood or community parks
Archery range	300' length x minimum 10' between targets. Roped clear area on side of range min 30' clear space behind targets Min of 90' x 45' with bunker	Min 0.65 acres	Archer facing north +/- 45 degrees	30 minute travel time. Part of a regional complex
Swimming pools	Teaching - min 25 yds x 45' with even depth of 3-4 ft Competitive - min 25 m x 16 m; min 25 sq ft water surface per swimmer. Ration of 2 to 1 deck to water	Varies on size of pool and amenities; usually 1 to 2 acres	None, but care must be taken in siting life stations in relation to afternoon sun	¼ to ½ hour travel time. Pools for general community use should be planned for teaching, competitive and recreational purposes with 1 m to 3 m diving boards Located in community or school complex

Balmoral Park

Park Planning Sheet

PARK DESCRIPTION

- 2.8 acres with soccer field, 1 picnic table, single-hoop basketball court, rubbish receptacle, entry sign

GOALS

- 5 picnic tables installed into park in 2016

MINOR IMPROVEMENTS

Item	Est. Cost
Drinking Fountain	3,000-8,000

MAJOR IMPROVEMENTS

Item	Est. Cost
Picnic Shelter/Pavilion	30,000
Trees – west boundary	
Basketball Court – make full court and correct asphalt edges	25,000

FURNISHINGS

Item	Est. Cost
Benches – west boundary	1,200 each
Recycle Containers	

MAINTENANCE

Item	Est. Cost

CURRENT PROJECTS

- Refinish and reinstall entry sign
- Applied for Land and Water Conservation Fund grant to include a pavilion, play structure, trees, landscaping and improved soccer field and basketball court.

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost
LWCF grant	$150,000

Curtis Park

Park Planning Sheet

PARK DESCRIPTION

- 2.5 acres with swing set, bench, rubbish/dog waste receptacle; entry sign

GOALS

-

MINOR IMPROVEMENTS

Item	Est. Cost
Drinking Fountain	
Signage: interpretive	
Signage: get involved/donate	

MAJOR IMPROVEMENTS

Item	Est. Cost
Horseshoe Pits	
Mini-Pavilion	
Volleyball Pit	
Additional Swing Set	

FURNISHINGS

Item	Est. Cost
Picnic Tables	
Rubbish Container (replace)	
Recycle Containers	

MAINTENANCE

Item	Est. Cost
Remove Hazardous Trees	
Move Bench to Better Location (overlook canal?)	

CURRENT PROJECTS

-

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- _____
- _____
- _____

Deerfield Park

Park Planning Sheet

PARK DESCRIPTION

- 3.3 acres with play structure, 2 picnic tables, 2 benches, rubbish/dog waste receptacles; entry sign

GOALS

- Sledding Hill

MINOR IMPROVEMENTS

Item	Est. Cost
Drinking Fountain	

MAJOR IMPROVEMENTS

Item	Est. Cost
Add permanent restroom	

FURNISHINGS

Item	Est. Cost
Recycling Containers	

MAINTENANCE

Item	Est. Cost
Trim Out Ornamental Crab Trees	
Repair Tree Damage	
Remove Aspen Volunteers Around Mound	
Refinish Entry Sign	

CURRENT PROJECTS

-

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- _____
- _____
- _____

E.W. Fox Demonstration Garden
Park Planning Sheet

PARK DESCRIPTION

- .3-acre drought-tolerant demonstration garden, with interpretive signs, entry kiosk/sign, benches, rubbish/dog waste receptacle

GOALS

- Create phased maintenance and repair plan over three years

MINOR IMPROVEMENTS

Item	Est. Cost
Fill in planting gaps	

MAJOR IMPROVEMENTS

Item	Est. Cost

FURNISHINGS

Item	Est. Cost

MAINTENANCE

Item	Est. Cost

CURRENT PROJECTS

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- _____
- _____
- _____

Echo Hill Park
Park Planning Sheet

PARK DESCRIPTION

- .5 acres with bench and dog waste receptacle
- Toe of the Hill Trail access

GOALS

-

MINOR IMPROVEMENTS

Item	Est. Cost
Drinking Fountain	

MAJOR IMPROVEMENTS

Item	Est. Cost

FURNISHINGS

Item	Est. Cost

MAINTENANCE

Item	Est. Cost

CURRENT PROJECTS

-

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- _____
- _____
- _____

40

Foxmoor Park

Park Planning Sheet

PARK DESCRIPTION

- 1.3 acres with small soccer field, 1 picnic table, rubbish/dog waste receptacles; entry sign

GOALS

-

MINOR IMPROVEMENTS

Item	Est. Cost
Drinking Fountain	
Dog Leash Posts	650.00
Signage: get involved/donate	
Soccer goals	

MAJOR IMPROVEMENTS

Item	Est. Cost
Horseshoe Pits	
Improve Parking on Eastridge	

FURNISHINGS

Item	Est. Cost
6 Picnic Tables	500.00
Additional Rubbish Containers	
Recycle Containers	

MAINTENANCE

Item	Est. Cost
Trim Out Ornamental Crab Trees	
Repair Tree Damage	
Remove Aspen Volunteers Around Mound	
Repair Turf on Mound	

CURRENT PROJECTS

- _____

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- Dog Leash Post
- Picnic Table
- _____

Heagle Park

Park Planning Sheet

PARK DESCRIPTION

- 7.2 acres with pavilion/BBQ/restrooms, play structure with long bench adjacent, volleyball pit, tennis courts/basketball courts (BCRD-managed), drinking fountain; rubbish/recycle/dog waste receptacles throughout; drinking fountains (2); small BBQ and two additional small benches; entry sign
- River access
- Adjacent pond owned by city, managed by Wood River Land Trust

GOALS

- New play structure installed in 2016
- Rehabilitate park after 2017 flood

MINOR IMPROVEMENTS

Item	Est. Cost

MAJOR IMPROVEMENTS

Item	Est. Cost
Stretching Bars/Pull Up Bar	
Warm Up Board for Tennis Court	

FURNISHINGS

Item	Est. Cost
Add pavilion picnic table	500
Add two picnic tables (river access and one more)	1,000

MAINTENANCE

Item	Est. Cost
Repair pavilion drinking fountain	
Level grass area	
New ground cover in play area	

CURRENT PROJECTS

TOP PRIORITIES FOR BUDGET CONSIDERATION

- Rehabilitate park due to flooding damage
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- Picnic Tables
- _____
- _____

Hop Porter Park

Park Planning Sheet

PARK DESCRIPTION

- 4.3 acres with pavilion/BBQ, restrooms, large play structure with lots of seating adjacent, 4 mini-shelters with tables and BBQs, volleyball pit, Mud Run pit, drinking fountains (3), rubbish/recycle/dog waste receptacles; entry sign, play structure sign
- Special event park; large area for stage, etc.

GOALS

-

MINOR IMPROVEMENTS

Item	Est. Cost
Plant Trees	

MAJOR IMPROVEMENTS

Item	Est. Cost
New Park Entry and Improved Parking	

FURNISHINGS

Item	Est. Cost
Two Benches	2,000.00
Additional Picnic Table for Pavilion	500.00

MAINTENANCE

Item	Est. Cost
Hazardous Tree Removals	
Repair Pavilion Drinking Fountain	
Refinish Play Structure Sign	
Repair wooden play structure, as needed	
Paint/stain and repair existing benches and picnic tables	

CURRENT PROJECTS

-

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- Bench _____
- Picnic Table _____
- _____

Jimmy's Garden
Park Planning Sheet

PARK DESCRIPTION

- .2 acres, with kids splash pad and climbing wall

GOALS

-

MINOR IMPROVEMENTS

Item	Est. Cost

MAJOR IMPROVEMENTS

Item	Est. Cost

FURNISHINGS

Item	Est. Cost

MAINTENANCE

Item	Est. Cost

CURRENT PROJECTS

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- _____
- _____
- _____

Keefer Park

Park Planning Sheet

PARK DESCRIPTION

- 8.6 acres with pavilion, 2 restroom facilities with drinking fountains, play structure, horseshoe pits, 2 basketball courts, disc golf course, baseball diamond with 4 small bleachers, winter grind park, 2 full-size soccer fields, rubbish/recycle/dog waste receptacles; entry sign
- Toe of the Hill Trail access

GOALS

-

MINOR IMPROVEMENTS

Item	Est. Cost

MAJOR IMPROVEMENTS

Item	Est. Cost
Promenade - pavers	
Add concrete/pavers under pavilion	

FURNISHINGS

Item	Est. Cost
Add Pavilion Picnic Table	500.00
Benches for Promenade	1,250.00

MAINTENANCE

Item	Est. Cost

CURRENT PROJECTS

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- Picnic Table _____
- Benches _____
- Pavers _____
- _____
- _____

Lions Park

Park Planning Sheet

PARK DESCRIPTION

- 8.9 acres with softball diamond, small bleacher, concrete pad/BBQ, small play structure; rubbish/recycle/dog waste receptacles; sign, drinking fountain
- Pavilion rental via Wood River Land Trust
- Winter trailhead for BCRD/SVSEF Nordic
- Snow storage and some material storage
- Located in county; owned by city

GOALS

- Hailey Greenway Master Plan is in progress during 2017, encompasses Lions Park and is planned to be completed winter 2017-2018

MINOR IMPROVEMENTS

Item	Est. Cost
Drinking Fountain with Faucet	
New Sign for Park Entry	

MAJOR IMPROVEMENTS

Item	Est. Cost
RV Parking – 10 Spaces Grass pavers for parking surface Electrical Hookups	
Tent Camping Sites	
Portable Restrooms with Showers	
Re-design Existing Softball Field	
Additional Softball Field	

FURNISHINGS

Item	Est. Cost

MAINTENANCE

Item	Est. Cost

CURRENT PROJECTS

- Fire Cleanup – Remove trees and rebuild fence
- Re-grade entry road; fill potholes

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- _____
- _____
- _____

McKercher Park

Park Planning Sheet

PARK DESCRIPTION

- 2.5 acres with restroom facility with drinking fountain, soccer field, RV dump station, rubbish/recycle receptacles; 2 picnic tables on concrete pad, entry sign, public art, civic group signs, flagpole
- Special event park

GOALS

MINOR IMPROVEMENTS

Item	Est. Cost
New soccer goals	

MAJOR IMPROVEMENTS

Item	Est. Cost
Improved soccer field	

FURNISHINGS

Item	Est. Cost
Additional picnic tables	

MAINTENANCE

Item	Est. Cost

CURRENT PROJECTS

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- _____
- _____
- _____

Old Cutters Park

Park Planning Sheet

PARK DESCRIPTION

- 4.5 acres with pavilion/BBQ, restroom, play structure, soccer field with built-in bleachers, 2 benches, rubbish/dog waste receptacles; trailhead sign

GOALS

-

MINOR IMPROVEMENTS

Item	Est. Cost
Entry Sign	
Drinking Fountain	
Improve footprint around play structure	

MAJOR IMPROVEMENTS

Item	Est. Cost
Improve Soccer Field	

FURNISHINGS

Item	Est. Cost
Recycling Containers	
Additional Pavilion Picnic Table	500

MAINTENANCE

Item	Est. Cost
Repair Tree Damage	

CURRENT PROJECTS

- _____

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- Picnic Table _____
- _____
- _____
- _____

Skate Park

Park Planning Sheet

PARK DESCRIPTION

- .4 acres
- -
- -

GOALS

- Add shade and picnic areas; west side
- Lighting

MINOR IMPROVEMENTS

Item	Est. Cost
Drinking Fountain	
Add garbage/recycle bins	

MAJOR IMPROVEMENTS

Item	Est. Cost
Remove inland planting beds within skating area and install concrete surface	
Remove paver sidewalk area and resurface with concrete Reuse existing pavers for a patio/picnic space or landing area on south side of park (360 sf of pavers)	
Shaded hangout area in a vacated planting bed (shade sale, benches, water fountain, etc.)	
Add scooter park/section that is separate from skate area	

FURNISHINGS

Item	Est. Cost

MAINTENANCE

Item	Est. Cost
Concrete repairs (yearly)	

CURRENT PROJECTS

-
-

TOP PRIORITIES FOR BUDGET CONSIDERATION

- _____
- _____

FY 2018 BUDGETED PROJECTS

Project	Cost

WISH BOOK ITEMS

- _____
- _____
- _____

APPENDIX A

Park Planning Sheets

SOURCES

Blaine County Recreation, Parks and Open Space Master Plan, Executive Summary
Draft revised May 1, 1992

Seattle Parks and Recreation Plan 2000: An Update to the 1993 Parks COMPLAN
Revised draft May 2000

City of Hailey Comprehensive Plan – 1982; Revised 2000, 2001

City of Hailey Library Board

City of Ketchum Comprehensive Plan, Revised Draft January 2000

Eagle Area Community Plan – August 1996

The Bellevue Comprehensive Plan – 2000

Park, Recreation, Open Space and Greenway Guidelines: A Project of the National Recreation and Park Association and the American Academy for Park and Recreation Administration
James D. Mertes, Ph.D., CLP and James R. Hall, CLP

City of Boise Parks & Recreation
www.ci.boise.id.us/parks/

City of Boulder Parks and Recreation Master Plan Executive Summary
www.ci.boulder.co.us/parks-recreation

City of Fort Collins Parks
fcgov.com/parks/

Seattle Arts Commission
www.cityofseattle.net/arts/

Sumner Swaner, Swaner Design
www.swanerdesign.com

Computer Terrain Mapping, Inc.
www.ctmap.com

The Community Guide to Planning and Managing a Scenic Byway
U.S. Department of Transportation, Federal Highway Administration (FHWA)

City of Denver Parks & Recreation
www.denvergov.org/Parks_Recreation/

Irrigation Association & American Society of Irrigation Consultants
https://www.irrigation.org/uploadedFiles/Standards/BMPDesign-Install-Manage.3-18-14(2).pdf

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AGENDA
HAILEY PLANNING & ZONING COMMISSION
Tuesday, October 10, 2017
Hailey City Hall
5:30 p.m.

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1 Adoption of the Meeting Minutes of August 14, 2017

CA 2 Adoption of the Findings of Fact, Conclusions of Law and Decision for a Design Review Application by Wood River Insurance, represented by Mark Gasenica of Gasenica Architecture, for a 764 square foot second floor addition to be utilized as office space for Wood River Insurance. All materials, colors and details to match existing materials and color scheme. The proposed project is located at 410 North Main Street (Lot 13, N. 20' of 14, Block 57, Hailey Townsite).

Public Hearings

PH 1 Consideration of an Amendment to an approved Design Review Application by Friedman Memorial Airport, represented by Nicholas Latham, AIA of Ruscitto/Latham/Blanton Architectura P.A., for an expansion of the Terminal Apron, new concrete retaining wall, new airport entry road and new parking area ticket gates, to be located at 1616 Airport Circle (FR SEC 10, 15 & 22 TL 8151) in the Airport (A) Zoning District. The initial bid received for the project exceeded the available budget, causing some changes in design. Rebidding of the proposed project is currently underway.

PH 2 Continuation of a Preliminary Plat Application by International Church of the Foursquare, represented by Galena Engineering, Inc., to resubdivide Lots 21A and 21B, Block 49, Woodside Subdivision No. 12, located within Section 23, T.2.N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, into six (6) lots ranging in size from 6,026 to 16,034 square feet. The request includes modifications to private road standards to allow for a road section of 36' in right-of-way width. Current zoning is General Residential (GR).

PH 3 Consideration of a City-initiated Text Amendment to Title 17, Section 17.04J, Flood Hazard Overlay Zoning District (FH), to update the existing code to meet current State standards and recommendations, reflect lessons learned in 2017 flooding and clarify exactly what types of development require a flood hazard development permit.

PH 4 Consideration of a City-initiated Text Amendment to Title 17, Section 17.02, Definitions, to clarify and amend the definition of: Dwelling Unit. The amendment would include changes to the minimum gross floor area in that every dwelling unit shall have not less than one hundred fifty (150) square feet of gross floor area, replacing the current regulation of one hundred twenty (120) square feet of gross floor area.

For further information regarding this agenda, or for special accommodations to participate in the public meeting, please contact planning@haileycityhall.org or (208) 788-9815.

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, November 13, 2017**
(no documents)

Adjourn

DRAFT

For further information regarding this agenda, or for special accommodations to participate in the public meeting, please contact planning@haileycityhall.org or (208) 788-9815.

Return to Agenda

AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday OCTOBER 2, 2017 * Hailey City Hall Meeting Room

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

CONSENT AGENDA:

CA 000 Grant Applications
CA 000 Grant Agreements
CA 000 Motion to approve and authorize the Mayor's signature on two quitclaim deeds for transfer of ownership of a groundwater right jointly owned by the City of Hailey and Hailey Cemetery and submit and authorize the Mayor to sign a change in ownership form and submit to IDWR.....
CA 000 Motion to ratify the Mayor's signature and authorize the submittal of a grant application with the Seagraves Foundation to request funds to purchase Jimmy's Garden.....
CA 000 Motion to approve Resolution 2017-_____ and authorize an Agreement with _____ for $_____ and issue the Notice of Award for the Riverside Lift Station flood mitigation project.....
CA 000 Motion to approve Resolution 2017-_____ and authorize an Agreement with LHTAC for $_____ for the River Street Improvement Project.....
CA 000 Hailey Chamber Lease and contract.....
CA 000 Contracts & Bids
CA 000 Special Events
CA 000 Findings of Fact and Ordinance Summaries
CA 000 Motion to approve minutes of December 19, 2012 and to suspend reading of them.....
CA 000 Motion to approve claims for expenses incurred during the month of December, 2011, and claims for expenses due by contract in January, 2012.....

MAYOR'S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS

AA 000

PUBLIC HEARING:

PH 000 Consideration of a request from Hailey Airport Inn, LLC, to the City of Hailey, to vacate certain sections of the City Right-of-Way at 820 South 4th Avenue (Lots 7-12, 19-24, Block 137, Hailey Townsite), along the south side of Cedar Street, between Lots 1 & 13 of Block 137. *Item continued from September 25, 2017*
PH 000 Consideration of a City-initiated Text Amendment to Title 17, Section 17.06, Design Review, to create a Pre-Application Design Review process. *Item continued from September 25, 2017*
PH 000 Consideration of a grant application to FEMA for XXXXXXXXXXXXXXXXX.....
PH 000 Consideration of proposed amendment to Title ___, revising banner specifications and conditions when hardware is not included with banner.....
PH 000

NEW BUSINESS:

NB 000 Presentation by Harmony Design and Engineering on potential river channel modification ideas aimed to mitigate future flooding

OLD BUSINESS:

OB 000

DRAFT

Return to Agenda