

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday September 28, 2020 * Hailey City Hall Meeting Room**

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

ACTION ITEM.....

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

Via teleconference: +1 (872) 240-3311, **Access Code:** 543-667-133

Via One-touch: United States <tel:+18722403311,543667133#>,

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

CONSENT AGENDA:

CA 379	Motion to ratify a letter from Mayor Burke to the Blaine County Commissioners regarding Area of City Impact dated September 15, 2020 ACTION ITEM	1
CA 380	Motion to approve Resolution 2020-110, a resolution creating an Easement Agreement between the Snow Bunny and the City of Hailey to allow access currently exists, and to avoid a new curb cut on to Highway 75 ACTION ITEM	5
CA 381	Motion to approve Resolution 2020-111, authorizing a renewed lease through September 30, 2030 for Syringa Mountain School’s use of city property adjacent to the school for gardening and outdoor programs. ACTION ITEM	15
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CA 383	Motion to approve Resolution 2020-113, authorizing contract for services with Blaine County Housing Authority for housing management services for FY 2020-2021, at a cost of \$2,850 ACTION ITEM	48
CA 384	Motion to approve Resolution 2020-114, authorizing contract for services with Mountain Rides Transportation Authority for bus and transportation services for FY 2021, at a cost of \$61,500. ACTION ITEM	58
CA 385	Motion to approve Resolution 2020-115, authorizing contract for services with Blaine County School District for law enforcement/school resource officer services for FY 2021-2020, with consideration of \$191,3380 to be paid to Hailey for the service. ACTION ITEM	67
CA 386	Motion to approve Resolution 2020-116, authorizing contract for services with ICRMP for property, liability and error and omissions insurance for FY 2021, at a cost of \$141,135. ACTION ITEM	75
CA 387	Motion to reject bid for the Wastewater Treatment Plant Standby Generator concrete foundation ACTION ITEM	86
CA 388	Motion to authorize the Mayor to sign the Findings for a Preliminary Plat extension by Quigley Green, LLC, for Preliminary Plats for Phase 1 (document on file with the Hailey Community Development Department). Phase 1 consists of Preliminary Plats for Blocks 1, 2, 3, 4, 10, 11 and 15. ACTION ITEM	94
CA 389	Motion to authorize the Mayor to sign the Findings for a Final Plat Application by S.V. Flying Squirrels, LLC, represented by Alpine Enterprises Inc., for Quigley Townhomes, located at Lot 1A and Lot 2A of Quigley View Subdivision (631 East Croy Street), where Lot 1A and Lot 2A are subdivided into eight (8) townhouse sublots, located within the Limited Residential (LR-1) Zoning District. This project converts a condominium subdivision to a townhouse subdivision. ACTION ITEM	99
CA 390	Motion to approve minutes of May 11, 2020 and to suspend reading of them ACTION ITEM	111
CA 391	Motion to approve minutes of May 19, 2020 and to suspend reading of them ACTION ITEM	121
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CA 393	Motion to approve minutes of June 2, 2020 and to suspend reading of them ACTION ITEM	137
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CA 400	Motion to approve minutes of August 24, 2020 and to suspend reading of them ACTION ITEM	198
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MAYOR’S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

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PP 405	Presentation by Hailey Climate Action Coalition on an initiative for 100% Clean Electricity by 2035 (No Documents) ACTION ITEM (no documents)	
PP 406	Presentation by Idaho Power Company on planned action items leading to 100% Clean Electricity by 2045 (No Documents) ACTION ITEM (no documents)	

APPOINTMENTS & AWARDS

AA 407	Motion to approve Resolution 2020-____, appointing _____ to fill the vacated seat of April MacLeod, for a five-year term which will expire September 30, 2025 ACTION ITEM	260
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PUBLIC HEARING:

PH 408	Consideration of a Preliminary Plat Subdivision Application (Phase II) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase II of Block 2 is subdivided into 14 sublots consisting of: two (2), ten-unit condominiums and four (4), three-plex townhomes, for a total of 32 residential units. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District ACTION ITEM	268
PH 409	Consideration of proposed Ordinance No. _____, amendments to Hailey Municipal Code Chapter 8, Health and Safety, adding a new section 8.06 which places limits on engine idling within the City of Hailey, with potential first reading ACTION ITEM	303
PH 410	Consideration of Resolution 2020-_____ setting the water and wastewater connection fees to be implemented on October 1, 2020 for FY2021 ACTION ITEM.....	312

NEW BUSINESS:

NB 411	Introduction of Amendments to Hailey Municipal Code Chapter 13, Water and Wastewater, to reduce financial hardships on rate payers and adjust processes and/or programs to provide financial relief to rate-payers in need. ACTION ITEM	316
NB 412	Consideration of the Hailey Arts and Historic Preservation Commission’s recommendation for a sculpture, designed and produced by Mark Stasz, to be located on the northeastern corner of Main Street and Pine Street (Pine Street Station) and motion to adopt Resolution 2020-_____, authorizing the Mayor’s signature on an Public Art Agreement between the City of Hailey and Mark Stasz, Artist, for delivery, installation and terms pertaining to the sculpture ACTION ITEM	327
NB 413	Discussion of Street Department adaptive re-use of the Forest Service Warehouse Building into a Commodities Storage Building ACTION ITEM	336

OLD BUSINESS:

[OB 415](#) Motion to adopt Resolution 2020-_____ authorizing the Mayor to execute two (2) quitclaim deeds to BCSD for; (1) Lot 1 Block 15 of Northridge VI Subdivision; (2) Water Right #37-20831, and (3) a Promissory Note wherein the City assumes certain conditional obligations **ACTION ITEM**342

[OB 416](#) 3rd Reading of Ordinance 1265, Hailey’s annual appropriation ordinance setting forth \$12,728,166 of expenses for FY 2021 **ACTION ITEM**353

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EXECUTIVE SESSION:

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1267 Next Resolution Number- 2020-117

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333
(208) 788-4221
Fax: (208) 788-2924

September 15, 2020

Board of County Commissioners
520 S. First Avenue
Hailey, ID 83333

RE: Area of City Impact

Dear Chairman Greenberg:

On September 19, 2019, we emailed the Board of County Commissioners to initiate the Area of City Impact (ACI) process between the City of Hailey and Blaine County. After a year of hearings, we are all ready to meet with the Board of County Commissioners.

Hailey and Blaine County have been working cooperatively under our current ACI Agreement, dated November 14, 1994 and amended June 14, 1999. These ACI Agreements have served us well, and have allowed for orderly development and ongoing cooperative joint planning between Hailey and Blaine County. However, these adopted agreements only address lands to the north, east and west sides of Hailey. Over the last five years, we have undertaken planning efforts to the east, west and north of our town with land use actions that are supported by our Comprehensive Plan. These actions include:

- To the east, protection of 1,600 of permanent open space in exchange for approximately 200 homesites within Hailey City limits. We believe the Quigley annexation was a win-win solution, where the goals of our Comp Plan and the permanent protection of open space has been realized.
- To the west, we have adopted a Hailey Greenway Master Plan to strategically plan our important river corridor. As a key goal of that Plan, we are in the process of finalizing a new snow storage site 1-mile east of the current site, allowing us to retire the snow storage site at Lions Park, and pursue more compatible land uses adjacent to the river in the Lions Park area. To compliment these actions, the Wood River Land Trust is in the process of securing 118 acres between Lions Park and the new Mountain Humane Complex, solidifying many of our land use goals to the west of Hailey.
- To the north, a recent annexation proposal has brought to our attention the need for a water pressure study for water service to this part of our ACI. This study has been completed, and we have negotiated a new well site as part of the Sunbeam Subdivision that will assist with municipal water pressure to the north.

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333
(208) 788-4221
Fax: (208) 788-2924

We are now ready to focus our attention to the south, the only remaining area not currently in the adopted Hailey/Blaine County ACI. The Hailey City Council conducted hearings and recommended the ACI Maps you see in your packet. Since that time, I have met with Mayor Burns, and had follow up meetings with the Mayor and our two staff teams. I have communicated to Hailey City Council the following goals for the lands between Hailey and Bellevue:

- 1) On the east side of Highway 75, my top priority is to have open space dividing our two towns. To that end, I have proposed a 27-acre park dividing Hailey and Bellevue. This permanent open space will create the separation we need between our two growing towns. I envision this park being active open space (soccer fields, baseball diamonds and the like) for the benefit of all of our youth. Mayor Burns and I will continue to discuss ways in which this regional park can be jointly managed.
- 2) On the west side of Highway 75, I wish to see only Airport-compatible open space uses. I do not believe Light Industrial uses of any nature, are compatible south of the airport. I believe there might be a small amount of light industrial compatible area to the west of the current airport, close to Atlantic Aviation. However, I would not wish to see any uses of this nature south of the airport. I support open space in this southern area. Lands west of Highway 75 should either be split between the two city's Areas of City Impact, or left in the County, in neither city's Area of City Impact.
- 3) I am hopeful that we can all agree not to annex outside of our Areas of City Impact, so that we can rely on these agreements for future planning.

I look forward to our meeting with the Board on September 22, 2020,

Respectfully,



Martha Burke, Mayor, City of Hailey

Cc: Hailey City Council
City of Bellevue

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Motion to approve Resolution 2020-110, a resolution creating an Easement Agreement between the Snow Bunny and the City of Hailey to formalize the access that was created in the 1990's, and to avoid a new curb cut on to Highway 75.

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

BACKGROUND:

The Snow Bunny restaurant access was previously accessed from Highway 75. This access was eliminated in 1994 when improvements were made to Highway 75, and the light was established at Airport Way. At that time, it was determined that the Snow Bunny access should be relocated off of the Highway, and established to connect to the traffic light via Wertheimer Park, as currently exists.

An easement was never created to formalize the access described above. The attached easement agreement formalizes this access.

Staff concurs that the current access through Wertheimer Park is greatly preferable to a new curb cut on Main Street.

ATTACHMENTS:

1. Plat Map
2. Resolution and Easement Agreement

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Approve easement agreement

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

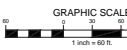
Motion Language:

Motion to approve Resolution 2020-110, a resolution creating an Easement Agreement between the Snow Bunny and the City of Hailey to formalize the access that was created in the 1990's, and to avoid a new curb cut on to Highway 75.

Date _____
City Clerk _____

FOLLOW-UP:

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



GRAPHIC SCALE
1 inch = 80 ft.

SITE

NO. DATE BY REVISIONS

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. Rose Street
Hailey, Idaho 83422
(208) 786-1705
www.galenaengineering.com

REUSE OF DRAWINGS
These drawings, in any portion thereof,
are hereby acknowledged as the property of
Galena Engineering, Inc.
Agreement to re-use with Galena
Engineering, Inc.

P8-17
DESIGNED BY
DRAWN BY
CHECKED BY
DATE

A SITE MAP SHOWING
HAILEY ELEMENTARY AREA
WITHIN SECTIONS 8&16, T2N, R16E, B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
THE CITY OF HAILEY
PROJECT NO. 2018-07-11-10-0000
DATE: 04.14.17 7:42:37 AM

**CITY OF HAILEY
RESOLUTION NO. 2020-110**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR'S SIGNATURE ON AN AGREEMENT BETWEEN THE
CITY OF HAILEY AND BRENT NELSON AN JASON ISHIDA REGARDING ACCESS
FOR THE SNOW BUNNY RESTAURANT.**

WHEREAS, the City of Hailey relocated access to the Snow Bunny Restaurant in 1994 to eliminate a curb cut on Highway 75 and to access the Snow Bunny Restaurant via Wertheimer Park Lot 2A, Block 1, owned by the City of Hailey,

WHEREAS, the City of Hailey desires to enter into an access easement agreement with Brent Nelson and Jason Ishida, owners of Snow Bunny Restaurant

WHEREAS, the parties agree to the terms and conditions of the easement 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 Brent Nelson and Jason Ishida, and that the mayor is authorized to execute the attached document.

Passed this 28th day of September, 2020.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Christopher P. Simms
Hailey City Attorney
Post Office Box 1861
Hailey, Idaho 83333

(space above line for Recorder's use)

EASEMENT AGREEMENT

THIS EASEMENT grant is made by and between the **CITY OF HAILEY**, a municipal corporation, of 115 Main Street South, Suite H, Hailey, Idaho 83333 ("**Grantor**"), and **Brent C. Nelson and Jason K. Ishida**, the owners of that real property described as Amended Lots 18 and 20, Block 135, City of Hailey, commonly known as 801 S. Main Street, Hailey Idaho, ("**Grantees**"), and

RECITALS

- A. The Grantor is a municipal corporation and a political subdivision of the State of Idaho.
- B. The Grantor is the owner of a tract of land more particularly described as follows:

Lot 2A, Block 1, Wertheimer Park Subdivision, according to the official plat thereof, recorded as Instrument Number 660725, records of Blaine County Idaho, and commonly known as 782 S. Main Street, Hailey, Idaho. (hereinafter referred to as "Servient Estate").
- C. Grantees are the owners of Amended Lots 18 and 20, Block 135, City of Hailey, (hereinafter referred to as "Dominant Estate") which parcel is situated on Main Street and zoned and operated as a business property requiring access to the general public by motor vehicle, which access has historically been through a curb cut from Main Street, and in recent years through, on and over the Servient Estate.
- D. Grantee and grantor wish to provide access, by motor vehicle, and otherwise, to the Dominant Estate, on and over the Servient Estate, to avoid installing an additional curb cut access to Main Street, on terms mutually agreeable to the parties.
- E. Grantor wishes to grant and the Grantee wishes to receive, an easement, over and

EASEMENT/1

across only that part of the Servient Estate as is necessary to gain motor non-exclusive vehicle access by the general public to the Dominant Estate, as conditioned herein below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. The Grantor hereby grants to the Grantee a non-exclusive perpetual easement over and across the Servient Estate, for motor vehicle access to the Dominant Estate, by the least intrusive means possible as across the servient estate; to be implemented only by mutual agreement, as from time to time may be incorporated into a development agreement between the parties and recorded with the Blaine County Recorder of Deeds. The grantee agrees not to seek or otherwise effect an additional curb cut on Main Street as a condition hereof. The current means access across the servient estate, to the dominate estate is satisfactory and agreeable to the parties hereto and provides the easement contemplated hereby, until and unless a renegotiated means of access is mutually agreed to by the parties, as incorporated in a development agreement, and recorded, as referenced hereinabove. The easement granted hereunder shall terminate upon access to the dominate estate being granted and implemented from Main Street or other public access point, not over and across the Servient Estate described herein.

2. Uses and Purposes. Grantee is granted an easement for the purposes of (i) limited strictly to the grant of easement hereinabove described, and (ii) maintaining, repairing and reconstructing the non-exclusive access contemplated herein, together with any landscaping associated therewith.

3. Warranty. Grantor grants no warranty, guarantee or promise regarding title to the Servient Estate or otherwise relating to the any encumbrances, covenants, conditions and restrictions of record.

4. Hold Harmless and Indemnification. The Grantee hereby indemnifies, defends and holds Grantor harmless from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs and expenses, and any and all damages to persons or property, connected with the maintenance, repair, reconstruction and use of the access easement.

5. Miscellaneous Provisions.

a. Benefits and Burdens; Successors and Assigns. All provisions of this instrument, including the benefits and burdens, run with the land covered hereby and are binding upon and inure to the benefit of the heirs, assigns, successors and personal representatives of the Grantor and Grantee.

b. Attorney's Fees. In the event that any party hereto has to retain counsel for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Easement, the non-prevailing party shall pay to the prevailing party the latter's reasonable attorney's fees and costs, whether or not litigation is actually instituted, and including attorney's fees and costs incurred in any arbitration, administrative, bankruptcy or judicial proceedings and appeals therefrom.

c. Recordation of Instrument. The parties agree that this Easement shall be duly recorded, and that the Grantee shall share pay the cost of recording.

d. Construction. The rule of strict construction does not apply to this grant. A reasonable construction shall be given this grant so that the intention of the parties to confer a useable right of enjoyment on the Grantee is carried out.

e. Severability. Every provision of this Easement 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 Easement.

f. Entire Agreement. This Easement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

g. Governing Law. This Easement shall be construed in accordance with the laws of the State of Idaho.

h. No Presumption. No presumption shall exist in favor of or against any party to this Easement as the result of the drafting and preparation of the document.

i. Authority. Each signatory agrees that he or she has full authority and consent to sign this Easement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of November, 2018.

“GRANTOR”
CITY OF HAILEY

“GRANTEES” BRENT C. NELSON AND
JASON K. ISHIDA

By _____
Martha Burke, Mayor

By _____
Brent C. Nelson

By _____
Jason K Ishida

ATTEST:

Mary Cone, City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of September, 2020, before me, a Notary Public in and for said State, personally appeared, MARTHA BURKE, known or identified to me to be the Mayor of the City of Hailey, and the Mayor who subscribed said City name to the foregoing instrument, and acknowledged to me that he executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of September, 2020, before me, a Notary Public in and for said State, personally appeared **Brent C. Nelson**, known to me to be the person who executed the within and foregoing document and acknowledged to me that he executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of September, 2020, before me, a Notary Public in and for said State, personally appeared JASON K. ISHIDA, known to me to be the person who executed the within and foregoing document and acknowledged to me that he executed the same.

EASEMENT/5

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

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Admin/Leg **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2020-111 authorizing a renewed lease through September 30, 2030 for Syringa Mountain School's use of city property adjacent to the school for gardening and outdoor programs.

AUTHORITY

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Syringa Mountain School moved into their current location in 2014 as tenants of the building, and were given a lease for the use of city property adjacent to the school for outdoor play and gardening. The lease term was short and has since expired. Syringa has purchase the building and would like their lease renewed with a 10-year term. Attached is the Resolution and Lease for City Council consideration and approval.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-111 authorizing a renewed lease through September 30, 2030 for Syringa Mountain School's use of city property adjacent to the school for gardening and outdoor programs.

FOLLOW-UP REMARKS:*

**CITY OF HAILEY
RESOLUTION NO. 2020-111**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE
CITY OF HAILEY AND THE SYRINGA MOUNTAIN SCHOOL WHICH ALLOWS
SYRINGA MOUNTAIN SCHOOL USE OF CITY OF HAILEY PROPERTY.**

WHEREAS, the City of Hailey desires to enter into a 10-year lease agreement with **SYRINGA MOUNTAIN SCHOOL** and,

WHEREAS, **SYRINGA MOUNTAIN SCHOOL** will lease property from the City of Hailey and that the Hailey City Council finds that it has authority under Idaho Code §50-1409 to lease Parcels HH and II of Woodside Subdivision No. 10, that Parcels HH and II are not needed for city purposes, and that the terms of the attached lease are just and equitable,

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

Passed this 28th day of September, 2020.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

CITY OF HAILEY

LEASE

SYRINGA MOUNTAIN SCHOOL

This Lease is made this 28th day of September, 2020 (“Effective Date”), by and between **CITY OF HAILEY**, a municipal corporation (“Lessor”) and **SYRINGA MOUNTAIN SCHOOL, INC.**, an Idaho non-profit corporation (“Lessee”).

RECITALS

A. The Lessor is a municipal corporation and political subdivision of the State of Idaho. Martha Burke is the duly elected and acting mayor of the City of Hailey. By resolution of the Hailey City Council, the Hailey mayor is authorized to execute this Lease.

B. The Lessee is a duly organized and operating non-profit corporation in the State of Idaho. Randy Flood is the duly elected and acting Chair of the Lessee. By resolution, the president of the Lessee is authorized to execute this Lease.

C. Lessee entered into a Lease with Lessor in April, 2014, which expired in May of 2018. Lessee intends to continue operating the Syringa Mountain School adjacent to real property owned by Lessor located at 1020 Woodside Boulevard, Hailey Idaho, more particularly described as Lots II and HH of Woodside Subdivision No. 10, a portion of which will be developed as an outdoor garden and play area, as depicted on attached **Exhibit “A”** (“Premises”).

D. Pursuant to Idaho Code §50-1409, the Lessor i) has authority to lease real property not needed for city purposes, upon such terms as may be just and equitable.

E. Subject to the terms and conditions set forth herein, Lessor is willing and agrees to lease the Premises to Lessee and Lessee is willing and agrees to lease the Premises from Lessor.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in the Lease below as though set forth in full, the parties agree as follows:

1. **Lease Term.** The term of this Lease shall be for a period of time commencing on the Effective Date and expiring, unless sooner terminated, at midnight on September 30, 2030 (“Lease Term”).

2. **Rent.** Lessee shall pay to Lessor as minimum rent for the Premises, in advance on the first day of the Lease Term, without offset or deduction, the sum of Twenty Dollars (\$20.00) per year.

3. **Use of Premises.** The Premises shall be used and operated as a play area and garden to be used by the Syringa Mountain School. Lessee shall operate and use the Premises in a safe, reasonable and prudent manner, and offer safe, reasonable and prudent programming within the Premises during the Lease Term. Lessee shall use its best efforts to offer yearly gardening programs that are reasonably affordable and open to the general public, not just those affiliated with the Syringa Mountain School. Lessee shall not do nor permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the rate of fire insurance upon the Premises or permit the emission of any objectionable noise or odor. Lessee shall not perform any acts or carry on any practices that may injure the Premises. The Lessee shall keep the area noted as a fire lane on **Exhibit "A"** free from obstructions and accessible.

4. **Security Deposit.** Lessee shall pay as a security deposit the sum of Five Hundred and No/100 Dollars (\$500.00) ("Security Deposit"), receipt of which is hereby acknowledged, to be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the Lease Term, or an Extended Term, if applicable. This deposit does not limit Lessor's rights or Lessee's obligations. Lessee understands that all or a portion of the deposit may be retained by Lessor upon termination of the tenancy and that a refund of any portion of the deposit to the Lessee is conditioned on the following:

- a) Lessee shall clean and restore the Premises to its condition at the commencement of this Lease, less normal wear and tear.
- b) Lessee shall have remedied or repaired any damage to the Premises to Lessor's satisfaction.
- c) Lessee shall have complied with all of the provisions of this Lease and with such other rules and regulations as the Lessor may deem necessary.

If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any other amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount. Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep this Security Deposit separate from his general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by him, the Security Deposit or any balance thereof shall be returned to Lessee (or at Lessor's option, to the last assignee of Lessee's interests hereunder) at the expiration of the Lease Term, and after Lessee has vacated the Premises.

5. **Utilities.** Lessee shall pay directly to the appropriate utility or governmental agency all charges for electricity, gas, water, sewer, trash and telephone, rendered or supplied upon or in connection with the Premises, and shall indemnify the Lessor against any liability or damages on such account.

6. Insurance.

a) **Liability Insurance Requirements.** The Lessee shall maintain in full force and effect, at its sole cost and expense, during the Lease Term, or holding over period, comprehensive liability insurance, including public liability, property damage and contractual liabilities of the Lessee, written by a responsible insurance company licensed to do business in Idaho, for the purpose of protecting Lessor against liability for loss or damage, for bodily injury, property damage, personal injury, death, and errors and omissions, relating to the use of the Premises. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Lessor are increased pursuant to the Idaho Tort Claims Act (*Idaho Code §§6-901 et seq.*).

b) **Worker's Compensation and Unemployment Insurance.** Lessee shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho.

c) **Waiver of Subrogation Rights.** No party shall have the right or claim against the Lessor for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any loss of use or business interruption, occurring on the Premises (whether caused by the negligence or other fault of the Lessor or the Lessee or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Premises or any part thereof) by way of subrogation or assignment. The Lessee hereby waives and relinquishes any such right. The Lessee shall request Lessee's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the Lessor and provide a certificate of insurance verifying this waiver.

d) **Form and Delivery of Policies.** The Lessee's certificates of insurance shall name Lessor and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Lessee under this Lease. All insurance required by this Paragraph 6 shall be in a form and with companies satisfactory to Lessor and shall provide that it shall not be subject to cancellation, suspension, amendment or termination except after at least thirty (30) days' prior written notice to Lessor. The policy or policies, or duly executed certificates for them, shall be deposited with Lessor within fifteen (15) days after the day on which the Lease Term or an Extended Term, if applicable, commences and, upon renewal of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage.

7. Maintenance and Repairs. Lessee shall, at its sole cost and expense, keep and maintain the Premises in good order, condition and repair, remove all rubbish and refuse therefrom, and keep all landscaping in good condition. If, after thirty (30) days written notice, Lessee fails to maintain the Premises in accordance with this paragraph or commence such work, Lessor may make or cause such repairs to be made and Lessee shall immediately pay Lessor for the costs of such maintenance.

8. Construction of Improvements, Landscaping and Play Equipment. Lessee shall, at its sole expense, construct improvements on the Premises consisting of fencing, gardens, play equipment and drought-tolerant landscaping pursuant to plans approved by Lessor (the

“Improvements”) and make such repairs, alterations, additions and improvements thereto as Lessee deems desirable subject to the terms of the Lease. Any fencing along the west side of the Premises shall be post and rail fencing with sheep wire no higher than four feet (4’) in height. Plantings, excluding any species grown for consumption, shall be drought-tolerant and shall use water conservation practices wherever feasible, including drip irrigation. Fee title to the Improvements, together with all additions and alterations, shall be vested in Lessor, subject to Lessee’s right to occupy and use the Premises in accordance with this Lease.

9. Alterations and Improvements.

a) Conditions for Alterations. Lessee shall have the right to make changes, alterations or additions to the Premises only on the following conditions:

(i) No change, alteration or addition shall at any time be made which shall impair the structural soundness or diminish the value of the Premises.

(ii) No change, alteration or addition impacting the use or function of the Premises shall be made without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

(iii) No change, alteration or addition shall be undertaken until the Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(iv) All work done in connection with any change, alteration or addition shall be done in accordance with the Lessor’s consent, in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, and the appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the board of fire underwriters or any other body now or hereafter constituted exercising similar functions, and the Lessee shall procure certificates of occupancy and other certificates required by law.

(v) At all times when any change, alteration or addition is in progress, there shall be maintained, at Lessee's expense, workman's compensation insurance in accordance with law covering all persons employed in connection with the change, alteration or addition, and general liability insurance for the mutual benefit of the Lessee and the Lessor expressly covering the additional hazards due to the change, alteration or addition.

b) Expiration of Lease Term. All alterations, improvements, additions or fixtures, including trade fixtures, annexed or affixed to the Premises, including the floors, walls or ceilings, which cannot be removed without further damage to the Premises, shall be the property of Lessor at the end or sooner termination of the Lease Term, and surrendered with the Premises as a part of the Premises, without disturbance, molestation, or injury. However, if any of the alterations, improvements, additions, or fixtures, including trade fixtures, can be removed without damage to the Premises, these improvements shall be the property of the Lessee, so long as the Premises are in the same condition, except for normal wear and tear, as found at the beginning of the Lease Term.

c) Lien. Lessee shall pay, when due, all sums of money that may become due or purportedly due for any labor, services, materials, supplies or equipment alleged to have been furnished or to be furnished to or for Lessee in, at, upon, or about the Premises and which may be secured by any mechanic's, materialmen's or other lien against the Premises or Lessor's interest in the Premises, and Lessee shall cause each such lien to be fully discharged and released at the time performance of the obligations secured matures or becomes due. Lessee shall indemnify, defend and hold Lessor harmless against liability for any liens, claims or expenses, including attorney's fees, which may arise as a result of any work on the Premises, which indemnification shall survive the termination or expiration of this Lease.

10. Damage or Destruction.

a) Lessor's Obligation if Not Fully Insured. If the Premises are partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenantable, Lessor may, in its sole discretion, either rebuild or put the Premises in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this Lease as of a date not later than sixty (60) days after such damage or destruction. If Lessor elects to repair or rebuild the Premises, it shall, within sixty (60) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed to make the repairs or to rebuild within a reasonable time after such damage or destruction. Unless Lessor elects to terminate this Lease, this Lease shall remain in full force and effect and the parties waive any provision of any law to the contrary. However, if Lessee is prevented from using any portion or all of the Premises during such period, the parties agree that there shall not be any abatement of rent and Lessee does hereby waive any claim for loss of use or possession of the Premises while the Premises are repaired or rebuilt.

b) Lessor's and Lessee's Work if Premises Rebuilt. If Lessor should elect to repair or rebuild because of any damage or destruction, Lessor's obligation shall be limited to the condition of the Premises as it existed at the commencement of the Lease Term. Lessee shall fully repair or replace all fixtures, exterior signs, equipment and other installations not covered by insurance.

11. Default and Remedies

a) Event of Default Defined. Each of the following shall be deemed a material default and breach or Event of Default:

(i) if Lessee shall, after written notice, default in the payment of rent or any other sum due under this Lease for thirty (30) days after written notice of failure to do so;

(ii) if Lessee, after written notice, shall default in the performance or observance of any other term, covenant, or condition of this Lease and shall not cure or remedy such default with reasonable dispatch within a period not exceeding thirty (30) days, unless said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied diligently within such

thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default;

(iii) if Lessee's interest, or any part of his interest, in this Lease be assigned or transferred, either voluntarily or by operation of law, without Lessor's consent;

(iv) the filing or execution or occurrence of:

(1) a petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of Lessee with respect to all or substantially all of his property, except a receiver appointed at the instance or request of Lessor;

(2) a petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution or liquidation; or

(3) the taking by any person of the leasehold created hereby or any part thereof upon execution, attachment or other process of law or equity.

(v) vacating or abandonment of the Premises; or

(vi) if Lessee, after written notice, fails to take action to remove a lien against the Premises for ten (10) days. In the event, Lessee is aware of any lien filed against the Premises, Lessee shall immediately notify Lessor in writing of the existence of the lien.

Notwithstanding anything to the contrary contained in the foregoing default clauses, the parties hereto agree that if the Lessee shall have defaulted in the performance of any (but not necessarily the same) term or condition of this Lease for three or more times during any twelve month period during the term hereof, then such conduct shall, at the election of the Lessor, represent a separate event of default which cannot be cured by the Lessee. Lessee acknowledges that the purpose of this provision is to prevent repetitive defaults by the Lessee under the Lease which work a hardship upon the Lessor and deprive the Lessor of the timely performance by the Lessee hereunder.

b) Lessor's Remedies. Upon occurrence of any Event of Default, Lessor may, at its option without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

(i) Continuation of Lease. Lessor may elect to maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the premises. In the event Lessor elects not to terminate the lease, Lessor shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Lessor deems reasonable and necessary without being deemed to have elected to terminate the Lease including removal of all persons and

property of Lessee from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessee taking possession of the Premises. Notwithstanding that Lessor fails to elect to terminate the Lease initially, Lessor at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default by Lessee.

(ii) Termination of Lease. Lessor may elect to declare this Lease terminated, in which event the Lessor may terminate the Lessee's right to possession by any lawful means, the Lease shall terminate and the Lessee shall immediately surrender possession of the Premises to the Lessor. Upon any such re-entry, Lessor shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Lessor in its sole discretion deems reasonable and necessary.

All rights and remedies of Lessor hereunder shall not be exclusive but shall be cumulative. Any such re-entry or taking of possession of the Premises or property thereon shall be allowed by Lessee without hindrance, and Lessor shall not be liable in damages for any such re-entry or such taking of possession. Re-entry or taking of possession shall not be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee.

c) Payment of Expenses Incurred to Cure Defaults by Lessee. In the event of Lessee's breach or default of any covenant in this Lease, Lessor may at any time, after notice to Lessee in the manner required by Paragraph 16 of this Lease, cure such breach or default for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings to enforce Lessor's rights under this Lease or otherwise, the sum or sums so paid by Lessor, with all interest, costs and damages, shall be deemed to be additional rent under this Lease and shall be due from Lessee to Lessor on the first day of the month following the incurring of such expenses.

d) Waiver. A waiver of any breach or default shall not be a waiver of any other breach or default. Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

12. Assignment and Subletting. Lessee shall not assign, mortgage or hypothecate this Lease, or any interest in this Lease, or permit the use of the Premises, in whole or in part, by any person or persons other than Lessee, without the prior written consent of the Lessor, in the sole discretion of Lessor; provided, however, Lessee shall remain primarily liable for the obligations arising from this Lease.

13. Lessor's Access to Premises. Lessor and its designees shall have the right to enter the Premises at all reasonable hours, and in emergencies at all times, (a) to inspect the Premises, (b) to make repairs, additions or alterations to the Premises, and (c) for any lawful purpose.

14. Holding Over.

a) Effect of Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term, with the consent of Lessor and without executing a

new Lease, then such holding over shall be construed as tenancy at will, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will.

b) Obligations of Lessee on Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises in good condition and repair (reasonable wear and tear, and damage by act of God excepted), subject to the requirements of Paragraph 7 of this Lease, together with all alterations, additions, and improvements that may have been made in, to, or on the Premises, except attached fixtures which have been removed without damage to the Premises, moveable furniture and unattached movable trade fixtures, all of which were put in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term, whether Lessor desires to have the Premises or any part of the Premises restored to the condition the Premises were in when delivered to Lessee, and if Lessor shall so desire, then Lessee shall so restore the Premises or such part of the Premises before the end of the Lease Term, at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all of Lessee's property from the Premises, and all property not removed shall be deemed abandoned by Lessee. On or before the end of the Lease Term, or Lessee shall deliver all of the operating manuals of all the equipment, heating and air conditioning systems, refrigeration systems and all other mechanical systems on the Premises. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding Lessee based on the delay.

15. Representations. The Lessee acknowledges and agrees that Lessee has been informed and understands that the Lessor makes no representations or warranties to the Lessee of any kind or nature, directly or indirectly, express or implied, as to any matter whatsoever, with regard to the Premises, its durability, fitness for a particular purpose, merchantability, condition, profitability and/or quality. Furthermore, the Lessee acknowledges that the Lessor and the Lessor's agents have made no representations of any material fact concerning the Premises, that the Lessee has had an adequate opportunity to inspect and investigate the Premises, that the Lessee has made a thorough independent examination and inspection of the Premises, that the Lessee is relying solely on that examination and inspection, and that the Lessee is acquiring possession of the Premises "AS IS." The Lessee's acceptance of possession of the premises shall constitute the Lessee's acknowledgment that the Premises are in good and tenantable condition.

16. Exculpatory Clauses.

a) Exemption of Lessor from Liability. Lessor shall not be liable to Lessee or to any other person whomsoever for any injury or damage to person or property occurring within or about the Premises or by any other Lessee of Lessor, unless caused by or resulting from the wilful and intentional acts of the Lessor or any of the Lessor's agents, servants or employees in the operation or maintenance of the Premises. Lessor shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of Lessor, or for any loss, damage or theft of property of Lessee, its agents, servants or employees.

b) Excusable Delays. Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes

therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise provided in this Lease.

c) **Indemnification and Hold Harmless.** Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person(s), firm(s) or corporation(s), arising from the conduct or management of the operations conducted by the Lessee or arising out of any act or omission of Lessee, its contractors, licensees, agents, servants or employees, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Premises or any part thereof, and the walkways adjoining the Premises and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

17. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease by either party or the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed to the Lessor at:

City of Hailey.
115 Main Street So.
Suite H
Hailey, ID 83333

or to the Lessee at: Syringa Mountain School, Inc.
PO Box 3531
Hailey, ID 83333

or to such other address as Lessor or Lessee may from time to time designate by notice to the other, which shall then become a new address of the party who shall give such notice. Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Lease shall be deemed received on the date sent.

18. Waiver. The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Lease.

19. Miscellaneous Provisions.

a) **Construction.** Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neuter genders. The word "person" shall include corporation, firm or association.

This Lease or any section thereof shall not be construed against any party due to the fact that the Lease or any section thereof was drafted by a particular party.

b) Title and Captions. The headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

c) Final Agreement. This instrument contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any manner other than by an agreement in writing signed by all parties to this Lease or their respective successors in interest.

d) Time of Essence. Time is of the essence of each term and provision of this Lease.

e) All Required Payments are Additional Rent. Except as otherwise expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee and shall be additional rent.

f) Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

g) Governing Law. This Lease, the rights, privileges, interests, and immunities of the parties, the obligations, duties, and performances of the parties, the enforcement of this Lease and the several covenants, conditions and agreements hereof and any and all disputes that may arise between the parties shall be governed exclusively by the provisions of this Lease and by the laws of the State of Idaho.

h) Severability. The invalidity or illegality of any provision shall not affect the remainder of this Lease.

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

j) Authority. Each signatory has full authority and consent to sign this Lease. Lessee represents and warrants to Lessor that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Lease and any and all documents related thereto.

k) Execution of Necessary Instruments. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Lease.

l) Separate Counsel. Both parties to this lease have had full legal representation of their choice during the drafting and negotiation of this Lease.

m) 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 Lease.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Lease to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

Dated this 28th day of September , 2020.

LESSOR:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Martha Burke, Mayor

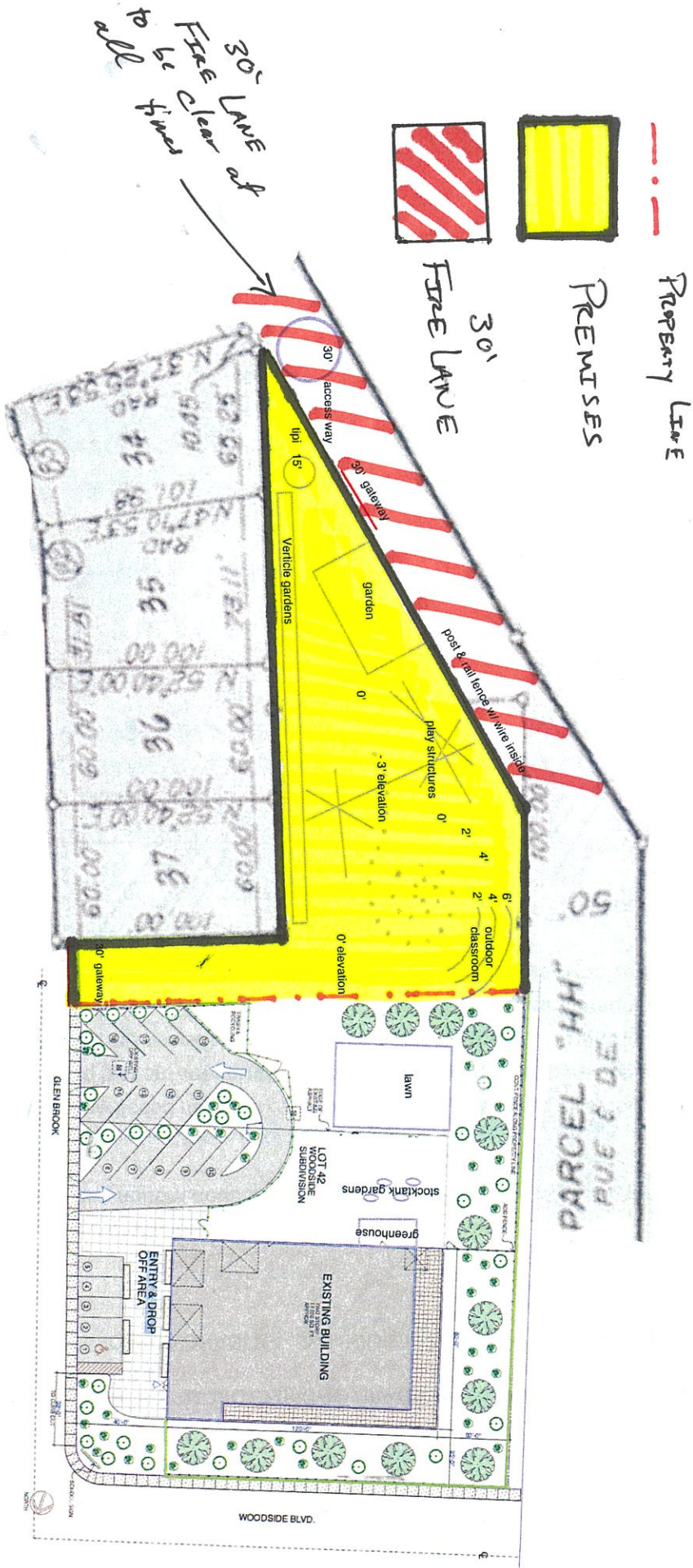
LESSEE:

SYRINGA MOUNTAIN SCHOOL, INC.,
an Idaho non-profit corporation

Randy Flood, its Chair

EXHIBIT A

SMS Landscape: Works in progress plan 3/24/14







Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/14/2020 DEPARTMENT: HFD DEPT. HEAD SIGNATURE: MB

SUBJECT:

Updated County Wide Mutual Aid Agreement

AUTHORITY: ID Code 67-2332 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This is an updated version of the Mutual Aid Agreements that exist between all the fire departments in Blaine County. This agreement expires every 5 years and is revised to reflect the current national standards.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The Fire Chief recommends approval of this agreement.

ACTION OF THE CITY COUNCIL: *at a council*

Date: *9/19 Scannel & emailed Mike Baledge*

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2020-__**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR TO SIGN THE BLAINE COUNTY MUTUAL
ASSISTANCE AGREEMENT FOR FIRE PROTECTION WITH ALL BLAINE
COUNTY FIRE DEPARTMENTS INCLUDING FRIEDMAN MEMORIAL AIRPORT.**

WHEREAS, the City of Hailey desires to enter into an agreement with the all Blaine County Agencies for Mutual Aid Assistance when necessary.

WHEREAS, the City of Hailey and all agencies 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 Blaine County Mutual Assistance Agreement between the City of Hailey and the City of Ketchum, City of Sun Valley, City of Bellevue and all other fire agencies and that the Mayor and staff are authorized to execute the attached agreement,

Passed this 28th day of September, 2020.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

THIS BLAINE COUNTY MUTUAL ASSISTANCE AGREEMENT ("Agreement") is made and entered into by and among the Cities of Ketchum, Sun Valley and Hailey, municipal corporations in the State of Idaho; the City of Bellevue, a chartered city, organized under the laws of the State of Idaho; the Friedman Memorial Airport Authority, an agency organized under the laws of the State of Idaho; Ketchum Rural Fire Protection District, Wood River Fire & Rescue Rural Fire Protection District, Carey Fire Protection District, West Magic Fire Protection District, and Smiley Creek Fire Protection District, fire protection districts organized under the laws of the State of Idaho.

WITNESSETH:

WHEREAS, each of the Parties maintain equipment and personnel who are trained to provide various levels of service in control of fire, fire prevention, emergency medical services, hazardous materials response and/or other emergency support; and

WHEREAS, in the event of a major fire, disaster or other emergency, each of the Parties may need the assistance of another Party or Parties to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials response and/or other emergency support; and

WHEREAS, the geographical area of each Party is located in such a manner as to enable each Party to render assistance to the other,

WHEREAS, an Agreement of this nature is authorized under Idaho Code § 67-2332;

THEREFORE, Subject to the terms of this Agreement to carry out the purposes and functions described above and in consideration of the benefits to be received and the covenants exchanged herein by the Parties, it is hereby agreed as follows:

1. Definitions:

- a. "Assisting Party" means a Party providing or requested to provide mutual aid within the jurisdictional boundaries of a Requesting Party.
- b. "Automatic Aid" means the assistance provided by an Assisting Party to a Requesting Party that is pre-authorized by the Assisting Party.
- c. "Emergency Incident" means any reported fire, emergency medical call, service call, rescue or hazardous materials incident requiring emergency response by a Party.
- d. "Mutual Aid" means the assistance provided by an Assisting Party to a Requesting Party on direct request of the Requesting Party.
- e. "Requesting Party" means a Party within whose jurisdiction an emergency incident has been reported and who has requested assistance of an Assisting Party.

2. **Mutual Aid.** Each Party agrees to provide Mutual Aid to another Party or Parties when requested; provided however that an Assisting Party shall provide Mutual Aid at its sole discretion and shall be excused from making equipment and personnel available in the event of a pre-existing or contemporaneous need within the Assisting Party's jurisdiction, or when insufficient resources are available to provide Mutual Aid. The decision to provide Mutual Aid shall be made by the Assisting Party at its sole discretion, which decision shall be final and conclusive.
3. **No Liability for Failure to Provide Mutual Aid.** No liability of any kind or nature, whether express or implied shall attributed or to be assumed by a Party, its duly authorized agents or personnel, for failure or refusal to provide Mutual Aid; nor shall there be any liability of any Party for withdrawal of Mutual Aid once provided, pursuant to the terms of this Agreement.
4. **Pre-Approval.** By signing this Agreement, the governing body of a Party is hereby deemed to have approved the provision of Mutual Aid beyond its political boundaries, and any Mutual Aid provided pursuant to this Agreement shall not require any further approval by the governing body of the Party.
5. **Mutual aid Period.** The extent of the Mutual Aid Period shall be twenty-four (24) consecutive hours from the time of initial dispatch of the emergency incident, unless extended by an additional agreement between the Parties. The initial dispatch shall be the first notification of any Party. A requesting Party may not circumvent the limitation on Mutual Aid by using the time of notification of any Assisting Party.
6. **Cost.** Each Party shall be responsible for all normal costs incurred in the performance of this Agreement through the end of the Mutual Aid period. Normal costs shall include wages, benefits, worker's compensation insurance, fuel, potable water, oxygen, medical supplies and similar consumable supplies. The Requesting Party shall be responsible for reimbursement or replacement of firefighting foam, or special extinguishing agents when such use is requested by the Requesting Party. Nothing in this Agreement shall prevent any or all of the Parties to this Agreement from recovering the costs of emergency services provided by the Parties of this Agreement from a private citizen, business or other entity, where such entity is deemed to be responsible for such costs. Funds recovered will be distributed in proportion to the Party's on-scene resources, by dividing the costs submitted by each Party by the total costs submitted by all parties multiplied by the total funds available.
7. **Personnel Status.** Nothing contained in this Agreement, and no performance of this Agreement by any agent or personnel of the Parties shall in any respect alter or modify the status of agent or personnel of the Parties for the purpose of employment, benefits, worker's compensation, or for any purposes or conditions of employment.
8. **Damages** Each Party assumes all liability and responsibility for damage to its own apparatus and equipment, except when such damage is directly caused by another Party to this Agreement. Each Party also assumes all liability and responsibility for any damage caused by its own apparatus and personnel while en-route to, or returning from, an Emergency Incident. No Party shall be liable or responsible for the personal property of any Party's personnel which may be lost, stolen or damaged while performing their duties under this Agreement.
9. **Incident Command System.** In order to facilitate a cooperative and organized effort on an incident, the National Incident Management System (NIMS) Incident Command

System (ICS) shall be used. The responding resources shall operate within the Incident Command System as assigned, provided that all personnel shall remain under the direct supervision of the officer in charge of their responding unit. If the Requesting party requests an Assisting Party to assume command, the requesting party shall not, by relinquishing command, be relieved of the responsibility for the incident.

10. Safety Turn Down. All personnel retain the right to decline assignments for reasons of safety, to include unsafe work practices, environmental conditions, inadequate training or experience, or inadequate or defective equipment. When feasible, the person or persons declining the assignment may identify safer alternatives or state the reasons for declining an assignment. The Assisting Party has the right to recall resources at any time to appropriately manage risk.

11. Not Exclusive. This Agreement is not intended to be exclusive between the Parties hereto. Any of the Parties may, as they deem necessary or expedient, enter into separate mutual assistance or mutual aid agreements with any other party or parties. Entry into such separate agreement shall not, unless specifically stated therein, affect any relationship or covenant herein contained. No such separate agreement shall terminate any responsibility hereunder unless notice shall be given pursuant to Section 11 of this Agreement.

12. Duration and Termination. This Agreement shall be in full force and effect for five (5) years from the date hereof, unless sooner terminated. No Party may modify this Agreement without the written consent of all current Parties to this Agreement. However, any Party may terminate its participation in this Agreement prior to expiration as follows:

a. Written notice shall be served by any Party hereto upon all other Parties of its intention to terminate its participation in this Agreement. Such notice shall be served not less than thirty (30) days prior to the termination date set forth therein and a copy shall be forwarded to each Party hereto. Said notice shall automatically terminate the Agreement as to the Party giving notice on the date set.

b. Termination of the Agreement between the Parties affected by such initiation shall not affect the continuation of the Agreement as to any Party hereto not indicating intention to withdraw as provided herein

13. Miscellaneous Provisions.

a. Paragraph 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 of the provisions of the Agreement.

b. Provision Severable. 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.

c. Rights and Remedies are Cumulative. 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.

- d. Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.
- e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- f. Preparation of Agreement. No presumption shall exist in favor of or against any Party to this Agreement as a result of the drafting and preparation of the document.
- g. No Waiver. No waiver of any breach by any Party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- h. Effective Date. This Agreement is effective as to each party as to the date of the signature of each Party who have signed this Agreement regardless whether all the Parties listed herein have executed this Agreement.
- i. Counterparts. This agreement may be executed in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date below written.

**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

Neil Bradshaw	Mayor, City of Ketchum	Date
Robin Crotty	Clerk, City of Ketchum	Date
Bill McLaughlin	Chief, Ketchum Fire Department	Date

**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

Peter Hendricks	Mayor, City of Sun Valley	Date
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Nancy Flannigan	Clerk, City of Sun Valley	Date
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Chief Taan Robrahn	Chief, Sun Valley Fire Department	Date
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**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.



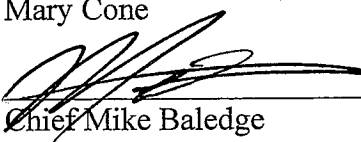
APPROVED BY:

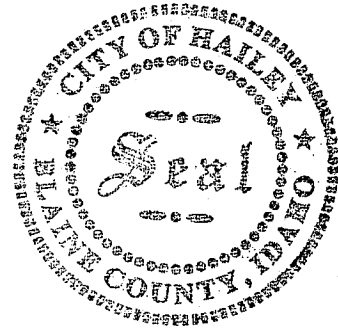
Jay Bailet	Chair, Wood River Fire Protection District	Date
Stephany Jaskowski	Clerk, Wood River Fire Protection District	Date
Chief Ron Bateman	Chief, Wood River Fire Protection District	Date

**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

		<i>9/16/2020</i>
Martha Burke	Mayor, City of Hailey	Date
		<i>9/17/2020</i>
Mary Cone	Clerk, City of Hailey	Date
		<i>9/20/2020</i>
Chief Mike Baledge	Chief, Hailey Fire Department	Date



**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

Christopher Koch	Mayor City of Bellevue	Date
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Amanda C. Karst	City Clerk/Administrator, City of Bellevue	Date
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Greg Beaver	Chief, City of Bellevue Fire Department	Date
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**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

Jed Gray	Chair Ketchum Rural Fire District	Date
Trish Smith	Clerk, Ketchum Rural Fire District	Date
Rich Bauer	Chief, Ketchum Rural Fire District	Date

**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

Dale Stocking	Chair, Carey Rural Fire Protection District	Date
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Richard Kimball	Chief, Carey Rural Fire Protection District	Date
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**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

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	Chair, Smiley Creek Fire District	Date
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Scott Williams	Chief, Smiley Creek Fire District	Date

**BLAINE COUNTY
MUTUAL ASSISTANCE AGREEMENT**

This Mutual Assistance Agreement is to address fire and other emergencies that are within the lands of Blaine County Idaho. This agreement shall be executed by the parties as of the date of the signing.

APPROVED BY:

Friedman Memorial Airport Authority Date

Friedman Memorial Airport Authority Date

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/14/2019

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2020-113, authorizing a contract for services agreement with Blaine County Housing Authority for FY 2021, to provide management of low-income and work-force housing within the City of Hailey, for an annual contribution from Hailey of \$2,850

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The contract amount of \$2,850 was appropriated in the FY 2021 Budget. Additionally, the contract provides that BCHA receives 3% of the sale amount each time a deed-restricted property changes hands, from the proceeds of the sale at closing.

In the past, Hailey has provided bookkeeping services to BCHA as part of this contract. This year, the contract is amended such that BCHA will pay Hailey for its bookkeeping services at a rate of \$50/hour. BCHA will try to do more of its bookkeeping in-house, in an effort to reduce the cost and become more self-sufficient, with only minimal assistance from Hailey's Treasurer Becky Stokes.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Case # _____

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

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

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ 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 2020-113, authorizing a contract for services agreement with Blaine County Housing Authority for FY 2021, to provide management of low-income and work-force housing within the City of Hailey in exchange for a contribution from Hailey of \$2,850.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2020-113**

**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 28th day of September, 2020.

City of Hailey

Martha Burke, 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, 2020 (“2020 Contract”).

G. The Parties wish to extend the 2020 Contract and enter into a new contract for services.

H. The Parties recognize that i) BCHA is a central and experienced clearinghouse for candidates for deed restricted units and that BCHA is capable of monitoring compliance of deed restricted units, ii) the parties are supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, iii) BCHA maintains the Blaine County Community Housing Guidelines, iv) the Guidelines are based on the needs identified in the Blaine County Needs Assessment, and v) the Guidelines are intended to supplement city and county land use and building codes.

I. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

1. Database Management:

- a. Maintain accurate, up-to-date database of qualified applicants for BCHA and other jurisdiction managed community housing for low to moderate income households. (BCHA will utilize a “universal” application form and single, shared database.) Update application database at least annually on a quarterly rotation to keep database current.
- b. Match buyers and renters to available community housing units managed by BCHA, whether developed privately, or by other organizations or governmental entities.
- c. Provide data regarding the applicant database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing. Track trends in demographics and preferences based on regular database updates. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

2. Asset Management:

- a. Manage the BCHA inventory of for-sale and rental community housing. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable BCHA deed covenants at least once each annum, (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- b. Process Notices of Intent to Sell and Rent in a timely manner to facilitate the earliest feasible sale and rent, as applicable. Work closely with potential buyers of for-sale units from pre-qualification counseling through closing, ensuring understanding of applicable deed covenant and community housing guidelines.
- c. Enter into Notices of Intent to Sell for income and workforce based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.

- d. Strengthen deed covenants to ensure highest level of asset management and retention.
- e. Provide special review, consideration and assistance to community home owners facing financial challenges.

3. Communication and Educations Programs:

- a. Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Such programs result in community home applicants who are ready and able to purchase for-sale units.
- b. Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants' rights, and loan modification and foreclosure prevention counseling.
- c. Communicate regularly with the entire Blaine County community (public at large, press, employers, real estate professionals, mortgage lenders) as well as the applicants and homeowners of Community Homes regarding BCHA programs, expertise, useful information and success stories.
- d. Provide regular (not less often than annual) reports and appearances (not less than annually) before the County and cities regarding status of contract services.
- e. Maintain and update website with current activities, educational and reference information, community home opportunities, and general organizational information.
- f. Update regularly the BCHA Community Housing Guidelines and provide them to jurisdictions served.
- g. Implement a Limited English Proficiency Plan to reach Spanish speaking population.

4. Planning:

- a. Facilitate ongoing planning for community housing by providing information regarding local needs, demographic trends, and development standards to government entities and public/private development entities. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.
- b. Seek to engage full community participation/feedback in program planning and service quality assurance issues.

- c. Continue to increase cooperation with organizations to meet challenges related to affordable housing for the workforce as a necessary component of county-wide sustainable economic development.
 - d. Seek additional tools for funding and development of affordable housing.
- 5. BCHA will continue to cooperate with and support all partners who may provide the following services:
 - 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, 2020, and shall terminate on the 30th day of September, 2021. 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 Twelve and 50/100's Dollars (\$712.50) per quarter, beginning October 26, 2020, and continuing on the 26th day of the first month of every quarter thereafter for the term of this Agreement.

D. Bookkeeping Services. The City of Hailey shall provide BCHA with bookkeeping services as needed by BCHA, in approximately twice per month increments, including accounts payable, accounts receivable, payroll, taxes, and monthly financial statements. Hours shall be billed at the end of each month at the rate of Fifty Dollars (\$50.00) per hour and paid to City of Hailey by BCHA within thirty (30) days.

D. Miscellaneous Provisions.

A. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

B. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the Parties at the following addresses:

City of Hailey
115 S. Main Street, Suite H
Hailey, ID 83333

BCHA
Post Office Box 4045
Ketchum, ID 83340

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth 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 CITY OF HAILEY

By _____
Nathan Harvill
Executive Director

By _____
Martha Burke
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: 9/28/2020 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2020-114, authorizing contract for services with Mountain Rides Transportation Authority for bus and transportation services for FY 2020-2021, at a cost of \$61,500

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey reduced its budget for Mountain Rides Transportation Authority, due to MRTA successfully obtaining grants which allowed a 25% reduction in revenue needs from partner cities. The attached contract for services outlines Mountain Rides Service Plan for the year and Hailey's quarterly payment of the annual \$61,500 representing Hailey's support through a Joint Powers Agreement.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-114, authorizing contract for services with Mountain Rides Transportation Authority for bus and transportation services for FY 2020-2021, at a cost of \$61,500

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

**CITY OF HAILEY
RESOLUTION NO. 2020-114**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
MOUNTAIN RIDES TRANSPORTATION AUTHORITY**

WHEREAS, the City of Hailey desires to enter into an agreement with Mountain Rides Transportation Authority (MRTA) under which MRTA will perform bus and van pool transportation services with the City of Hailey utilizing Local Option Tax funds.

WHEREAS, the City of Hailey and MRTA 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 Mountain Rides Transportation Authority and that the Mayor is authorized to execute the attached Agreement,

Passed this 28th day of September, 2020 with an effective date of October 1, 2020.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES

Mountain Rides Transportation Authority

THIS CONTRACT FOR SERVICES (“Contract”) is made and entered as of September 18, 2020, by and between the **City of Hailey, Idaho**, a municipal corporation (“City”) and **Mountain Rides Transportation Authority** (“Mountain Rides”), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #663052 in Blaine County, Idaho (recorded 9/10/19). This Contract is hereby entered in contemplation of the following findings:

FINDINGS

1. The City of Hailey is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.
2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument #663052 in Blaine County, Idaho.
3. The City is a resort city as defined by Idaho Code §50-1044, as it derives the major portion of its economic well-being from businesses catering to recreational needs and meeting needs of people traveling to the City for an extended period of time. The City, as a resort city, is eligible to collect a local option non-property tax.
4. Pursuant to Idaho Code §50-301 and §50-302, the City 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 and its trade, commerce, and industry. Accordingly, the City has the power as conferred by the State of Idaho to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.
5. City Ordinance No. 1035 provides for the imposition of a non-property tax on the sales price of certain property sold or otherwise transferred in the City. Pursuant to the language of the Ordinance, which was approved by the voters of the City, the municipal sales tax revenue derived shall be used for, among other things, public transit and related improvements.
6. Mountain Rides provides an efficient and responsive public transit system which is easily identifiable, is coordinated in a manner to encourage ease of ridership, is charged with planning and implementing multi-modal transportation technologies, when feasible, and will seek reducing congestion and pollution associated with individual vehicular trips within the City and throughout Blaine County.
7. Mountain Rides’ mission is to establish, implement, maintain, fund and operate a comprehensive public transportation system by motor buses, vans or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County.
8. The organizational goals of Mountain Rides are consistent with the purposes and findings included in the City’s Ordinance No. 950.
9. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce, and industry of the City. It is in the best interests of the public health, welfare, and prosperity of the City to provide regional transportation services.
10. It is the intention of the City to contract with Mountain Rides to provide such services for consideration as hereinafter provided.
11. Mountain Rides desires to enter into a contract with the City to provide transportation services all as hereinafter provided.

NOW, THEREFORE, based on the foregoing Findings, the Parties agree as follows:

1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the Mountain Rides service area, within the confines of the Mountain Rides budget. Mountain Rides' FY2021 Service Plan is summarized in Exhibit A. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.
2. Term. The Term of this Contract shall commence on October 1, 2020 and terminate on September 30, 2021.
3. Consideration.
 - a. In consideration for providing the services herein described, the City agrees to pay to Mountain Rides the total sum of SIXTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$61,500), payable in four equal quarterly installments on November 15, 2020; February 15, 2021; May 15, 2021; and August 15, 2021. Thirty (30) days in advance of the due dates, Mountain Rides will provide the City an invoice annotating the amount of the installment due. The City shall pay Mountain Rides the amount set forth in each such invoice no later than thirty (30) days after the date of each such invoice.
 - b. The City's contribution to Mountain Rides is part of the Mountain Rides FY2021 Budget adopted by the Mountain Rides Board on September 16, 2020. Mountain Rides' FY2021 Operating Budget is summarized in Exhibit B.
 - c. In consideration and as part of this Contract, Mountain Rides will provide to Hailey City Council a mid-year report including activities, ridership, financial conditions, and other information describing the then-current condition of the transportation system. This report will be delivered on or after April 15, 2021 via presentation at a City Council meeting. In addition, Mountain Rides will provide a report and budget request coincident with the City's budget deliberations for fiscal year 2022.
 - d. Notwithstanding the requirements per paragraph 3.a. above, the Parties recognize and agree that the City's source of funds for paying for the services contracted herein is local option sales tax ("LOT") revenue. If for any reason the City fails to collect such LOT revenue during the Term of this Contract, the City may, at its option and upon thirty (30) days prior written notice to Mountain Rides, terminate this Contract or adjust the payments to Mountain Rides by reducing its contribution by the same ratio that LOT revenue is below the City's budget for same. If the Contract is terminated by the City per this paragraph, the City shall have no further responsibility to make payment(s) to Mountain Rides under this Contract after the thirty (30) day notice period. If revenue from any of Mountain Rides' funding partners (local government, federal government, fares, or private business funding) identified in the Mountain Rides' FY2021 Budget is not realized, Mountain Rides may adjust its FY2021 Service Plan to balance revenue with expenses. If this occurs, Mountain Rides will notify the City of Service Plan adjustments that may impact transit service within the City, and Mountain Rides and the City will endeavor to establish a Mutually Acceptable Adjusted Service Plan ("MAASP"). If a MAASP cannot be established, the City may terminate this Contract upon thirty (30) day written notice to Mountain Rides.
4. Termination. The City, at its sole discretion, may terminate, with or without cause, this Contract upon one-hundred-eighty (180) days prior written notice to Mountain Rides. In the event of such termination, the City shall make all payments due to Mountain Rides through the end of the 180-day notice period and thereafter shall have no further responsibility to make any payment to Mountain Rides under this Contract. Mountain Rides, in its sole discretion, shall adjust services as may be necessitated as a result of any termination of this Contract.
5. Equal Employment Opportunity. Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

6. Default. In the event either Party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting Party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.
7. Independent Contractor Status. The Parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Contract shall be performed and rendered by Mountain Rides in a competent, efficient, and satisfactory manner.
8. Hold Harmless. Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides' obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides' activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
9. Non-Assignment. This Contract may not be assigned by or transferred by either Party, in whole or in part, without the prior written consent of the other Party.
10. Miscellaneous Provisions.
 - a. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.
 - b. Provision Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
 - c. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any Party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the Parties under this Contract are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.
 - d. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties hereto.
 - e. Entire Contract. This Contract contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.
 - f. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho.
 - g. Preparation of Contract. No presumption shall exist in favor of or against any Party to this Contract as a result of the drafting and preparation of the document.
 - h. No Waiver. No waiver of any breach by either Party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
 - i. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year first written above.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

CITY OF HAILEY



Wallace E. Morgus, Executive Director

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

EXHIBIT A FY2021 Service Plan



Service	Service Hours	Cost/Value	Notes
Blue	11,731.0 hours	\$ 1,069,870	Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 2:30am daily
Blue 1	5,980.0 hours	545,380	Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 12:00am daily
Blue 2	5,751.0 hours	524,490	Fall/Spring: 7:30am - 7:00pm daily; Summer/Winter: 7:30am - 2:30am daily
Valley	13,600.0 hours	\$ 1,240,320	Mon - Sun: 6:00am - 12:00am
Valley 1	5,878.0 hours	536,070	Mon - Fri: 6:00am - 12:00am; Sat - Sun: 6:30am - 9:00pm
Valley 2	4,432.0 hours	404,200	Mon - Fri: 6:30am - 6:00pm; Sat - Sun: 7:00am - 12:00am
Valley 3	256.0 hours	23,350	Mon - Fri: 7:00am - 8:00am
Valley 4	256.0 hours	23,350	Mon - Fri: 7:30am - 8:30am
Valley 7	768.0 hours	70,040	Mon - Fri: 2:30pm - 6:00pm
Valley 8	1,280.0 hours	116,740	Mon - Fri: 4:00pm - 9:00pm
Valley 9	730.0 hours	66,580	Mon - Sun: 11:00am - 1:00pm
Hailey	2,304.0 hours	\$ 210,120	Mon - Fri: 8:00am - 5:00pm
Red	1,666.0 hours	\$ 151,940	Nov 26, 2020 - Apr 11, 2021: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 7:30pm
Red 1	1,238.0 hours	112,910	Nov 26, 2020 - Apr 11, 2021: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 7:30pm
Red 2	428.0 hours	39,030	Dec 12, 2020 - Mar 28, 2021: 8:30am - 12:30pm daily
Bronze	968.0 hours	\$ 88,280	Dec 12, 2020 - Apr 11, 2021: 8:30am - 4:30pm daily
Silver	1,438.5 hours	\$ 131,190	Nov 26, 2020 - Apr 11, 2021: 8:00am - 6:30pm daily
Gold	963.0 hours	\$ 87,830	Dec 12, 2020 - Mar 28, 2021: 8:00am - 5:00pm daily
Resort	3,369.5 hours	\$ 307,300	
Galena	322.0 hours	\$ 29,370	Nov 26, 2020 - Feb 28, 2021 (47 service days): 9:00am - 4:00pm each service day
Total	32,992.5 hours	\$ 3,008,900	

EXHIBIT B
Mountain Rides FY2021 Operating Budget

Income

Total 41000 · Federal Funding	\$ 2,395,017
Total 43000 · Local Funding	764,750
Total 44000 · Fares	80,000
Total 45000 · Other Revenue	79,650
Total 47000 · Private Donations	1,000
48000 - Transfer from Housing Fund	15,000
49000 · Interest Income	3,000
50000 · Excess Operating Funds	942,042
Total Income	\$ 4,280,459

Expenses

Total 51000 · Payroll Expenses	\$ 2,404,666
Total 52000 · Insurance Expense	135,730
Total 53000 · Professional Fees	32,940
Total 54000 · Equipment/Tools	9,180
Total 55000 · Rent and Utilities	22,440
Total 56000 · Supplies	38,000
Total 57000 · Repairs and Maint.	33,000
Total 58000 · Communications Exp.	49,758
Total 59000 · Travel and Training	30,090
Total 60000 · Business Expenses	11,700
Total 61000 · Advertising	20,000
Total 62000 · Mrktg and Promotion	21,000
Total 63000 · Printing and Repr.	13,000
64000 · Fuel Expense	318,912
Total 65000 · Vehicle Maintenance	198,000
69500 · Contribution to Fund Balance	942,042
Total Expense	\$ 4,280,459
Net Surplus (Deficit)	\$ -

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Admin/Police **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2020-115, approving the School Resource Officer contract with Blaine County School District, through which BCSD pays City of Hailey \$191,338 for two Hailey Police officers to work within Blaine County School District Schools for school year 2020-2021.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

For the past 6 years Hailey has entered into an agreement with Blaine County School District for school resource officers.

The contract will be renewable and increase 3% annually.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Revenue received from BCSD offsets the officers' expenses for wages and benefits.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020- 115, approving the School Resource Officer contract with Blaine County School District, through which BCSD pays City of Hailey \$191,338 for two Hailey Police officers to work within Blaine County School District Schools for school year 2020-2021.

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

**CITY OF HAILEY
RESOLUTION NO. 2020-115**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
BLAINE COUNTY SCHOOL DISTRICT FOR TWO SCHOOL RESOURCE OFFICERS.**

WHEREAS, the City of Hailey desires to enter into a CONTRACT FOR SERVICES with BLAINE COUNTY SCHOOL DISTRICT under which City of Hailey will be contracted to provide two school resource officers to serve on school grounds, primarily one at Wood River Middle School and one at Wood River High School.

WHEREAS, the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT have agreed to the terms and conditions of the CONTRACT FOR SERVICES, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services between the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT and that the Mayor is authorized to execute the attached Contract,

Passed this 28th day of September, 2020.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**CONTRACT FOR SERVICES BETWEEN
BLAINE COUNTY SCHOOL DISTRICT NO. 61 AND CITY OF HAILEY**

THIS CONTRACT FOR SERVICES, (hereinafter referred to as "Contract") made and entered into effective this 23rd day of September, 2020, by and between the Blaine County School District No. 61, an Idaho political subdivision (hereinafter referred to as "BCSD") and City of Hailey, an Idaho political subdivision, both referred to as "Party" or "Parties".

RECITALS

1. BCSD is a body corporate and politic pursuant to Idaho Code Section 33-310, duly organized under the laws of the State of Idaho.
2. City of Hailey is an Idaho municipal corporation, duly organized under the laws of the State of Idaho including but not limited to Title 50, Idaho Code.
3. The Parties desire to enter this Contract for the provision of services as herein described. This Contract is entered in the spirit of friendship, and mutual interests in cooperation to promote educational, cultural, and security collaboration.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between BCSD and City of Hailey as follows:

1. Services. City of Hailey agrees to provide the following, hereinafter "Services":
 - a. The City of Hailey will provide two (2) Hailey Police Officers (hereinafter referred to as SRO – School Resource Officer), who are certified through the State of Idaho, to provide safety and security at certain Blaine County School District schools and grounds within the City of Hailey for the 2020-2021 school year according to the calendar set by the Blaine County School District Board of Trustees. The areas to be covered are, but not limited to, the Wood River High School (WRHS) building, which also include the Community Campus and the Silver Creek Alternative School, as well as athletic fields and parking lots, and the Wood River Middle School (WRMS) building school and those athletic fields and parking lots as well.
 - b. SRO hours at the WRHS will be 8:00 a.m. to 4:00 p.m. and at the WRMS from 7:45 a.m. to 3:45 p.m. on all official school days. SROs will be on duty during school lunch hours and will eat lunch after the school lunch hours are over.
 - c. SROs will be provided Student Data on an educational need to know basis and will maintain its confidentiality as required by Idaho and Federal Law.
 - d. Coordination of press associated with this Contract will be provided by both parties.

- e. Any use of photo or video of students must have permission from the parent/guardian of the student; the only exemption is for criminal investigation purposes.
 - f. SROs will be limited to six (6) hours of overtime earned on school duties on any given week, to allow the City of Hailey maintain a limit on its liability of Compensation Time accrued by the respective SRO.
 - g. SROs will be hourly year-round employees of the City of Hailey, with duties generally dedicated to BCSD. Specifically, two (2) consecutive weeks during summer break, the respective SRO will ride with another Hailey Patrol Officer to stay up on Idaho law and police related duties. HPD can also use the SRO for large scale events and/or calls for service that may occur within the City limits, as long as it is agreed upon with the BCSD.
2. Independent Contractor Responsibilities. Contractor agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the Services as set for in this Contract.
 3. Term. The term of this Contract shall commence at the start of the 2020-2021 school year. A joint evaluation of this Contract will be initiated by the Parties' designated representatives by May 1, 2021. Following the evaluation, the Contract shall be renewed for successive one (1) year terms, unless terminated sooner with advance written notice by one or both of the parties on or before July 1.
 4. Consideration. BCSD will pay to Contractor the amount of \$191,338 to be paid as follows: \$95,669 to be paid by October 15th and \$95,669 to be paid by March 15th. The consideration after the Initial Term shall increase three percent (3%) each year unless the parties otherwise agree. City of Hailey will prepare an invoice that will be submitted to BCSD Business Office for these payments.
 5. Insurance. During the pendency of this Contract, Contractor shall carry liability insurance with limits of not less than \$1,000,000 for personal injury, abuse, bodily injury, death or property damage as a result of any one occurrence or \$3,000,000 aggregate. The deductibles under any insurance policies to be carried by the Contractor shall not exceed \$2,500 per occurrence. The Institution will provide and update at least annually a certificate of insurance that names BCSD as additional insured.
 6. Termination. BCSD and the City of Hailey may, at the sole discretion of either party, terminate this Contract upon 60-day written notice with or without cause. In the event of such termination, BCSD and the City of Hailey shall have no further responsibility to make any payment under this Contract.
 7. Equal Employment Opportunity. Contractor covenants that it shall not discriminate against any patron, employee or applicant for employment because of race, religion, disability, color, sex, or national origin.

8. Independent Status. The parties acknowledge and agree that Contractor shall provide its services for the fee specified herein in the status of independent, and not as an employee of BCSD. Contractor shall create, direct, and control its own means and methods of performing this Contract. Contractor and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of BCSD.
9. Hold Harmless Agreement. Any contractual obligation entered into or assumed by Contractor, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor's obligations pursuant to this Contract shall be the sole responsibility of Contractor, and Contractor covenants and agrees to indemnify and hold BCSD harmless from any and all claims or causes of action arising out of Contractor's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
10. Non-Assignment. This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of BCSD.
11. Mediation/Arbitration. In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the parties to this Contract. The arbitrator shall have no power to award punitive or exemplary damages.
12. Miscellaneous Provisions.
 - a. Authority. Each Party warrants that the person signing this Contract is duly authorized to bind the Party.
 - b. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.
 - c. Provisions Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
 - d. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.

Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

- e. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- f. Entire Contract. This Contract contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- g. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho and BCSD Policy 1004 – Cooperation with Law Enforcement Agencies.
- h. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.
- i. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
- j. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- k. Notices. Notices shall be provided as follows by personal delivery or certified US Mail prepaid, return receipt requested:

To BCSD:


Blaine County School District
Attn: Business Manager
118 West Bullion Street
Hailey, Idaho 83333

To Contractor:


City of Hailey
Attn: City Clerk
115 S Main
Hailey, ID 83333

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

SIGNATURES:

Blaine County School District No. 61 By:  Its: Superintendent	Contractor: City of Hailey
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CONTRACT FOR SERVICES - 4

<p>Attest: <u></u> Acting Clerk of the Board of Trustees</p>	<p>By: _____ Its: _____ Attest: _____ City Clerk</p>
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Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2020-116, authorizing the FY 2020- 2021 property, liability and errors & omissions insurance coverage under Hailey’s ICRMP renewal policy and authorize the Mayor to sign.

AUTHORITY: x ID Code _§§ 67-2326, 67-2333, 6-923, 67-2328 _____

IAR _____ City Ordinance/Code _____

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Idaho Counties Risk Management Program (ICRMP) underwriters is a pool of Idaho cities allowed by state law, and our liability insurance carrier. The enclosed Joint Powers Subscriber Agreement is requested of all member cities.

ICRMP includes terrorism coverage of city property in its base plan by including the peril of terrorism as a cause of loss in Section V-Property of our renewal policy. An attached letter explains several policy amendments enacted by ICRMP for the forthcoming year.

The entire policy is available to city council members or the public upon request. It has not been included here.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The insurance has increased to \$141,135, up 3% from the previous year. This amount is budgeted in the FY2021 City Budget.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-116, authorizing the FY 2020- 2021 property, liability and errors & omissions insurance coverage under Hailey’s ICRMP renewal policy and authorize the Mayor to sign.

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2020-116**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING RENEWAL OF ICRMP INSURANCE CONTRACT FOR FY 2020-2021**

WHEREAS, the City of Hailey desires to contract with Idaho Counties Risk Management Program for general insurance for the City of Hailey, including property, liability and errors and omissions.

WHEREAS, the City of Hailey deems that the standard coverages under the policy are necessary and sufficient;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the Mayor of the City of Hailey is authorized to enter into an insurance contract with Idaho Counties Risk Management for fiscal year 2020/2021.

Passed this 28th day of September, 2020.

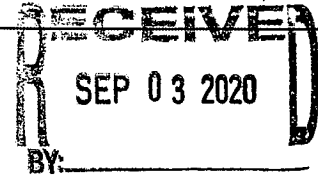
City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

August 28, 2020



City of Hailey
Heather Dawson
115 S. Main, Ste H
Hailey, ID, 83333

RE: ICRMP Insurance Policy Changes effective October 1, 2020

Dear Heather,

ICRMP has served Idaho public entities as a stable and reliable source of risk management resources as well as liability and property insurance for thirty-five years. We work closely with our members' governing boards, elected officials and administrative staff to facilitate your public duties while reducing risk exposure.

Attached to this letter is a Summary of Policy Changes for your ICRMP Multi-lines Insurance policy effective October 1, 2020. While we provide you a summary of policy changes every year, there are two specific changes that I want to highlight for this renewal.

EMPLOYMENT PRACTICES LIABILITY DEDUCTIBLE

There are numerous accidental happenings a public entity can face but taking adverse employment actions is not an accident. Employment actions are instead intentional, conscious decisions that can have significant financial impact on this Program. Employees are one of your biggest assets and one of your largest risk exposures. The employment practices liability insurance we provide protects you when an employee sues over employment-related issues. The ICRMP insurance policy pays to defend you against claims of wrongful employment practices and pays to cover damages if you are found liable. Wrongful employment practices claims are usually related to:

- Sexual Harassment
- Wrongful Termination
- Wrongful Discipline or Demotion
- Discrimination
- Equal Employment Opportunity Commission/Idaho Human Rights Commission

We continue to see a significant rise in both the number of employment practices claims and the amounts paid to defend and settle claims. Due to this rising claim frequency and severity we are amending our employment practices liability coverage to include a per claim deductible of \$5,000.00. The specific terms are detailed in your policy effective October 1, 2020 and in the attached Summary of Policy Changes. We understand the burden this deductible could have on a public entity's budget, so we are offering to waive it if you take the following risk management steps:

1. You must consult with us before taking any adverse employment actions, including termination or suspension of employment, and
2. You must follow all reasonable advice provided by us or an attorney assigned by us with respect to such employment action.

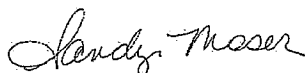
Please contact Carl Ericson, Risk Management Legal Counsel at 208-246-8209 or cericson@icrmp.org to begin the waiver process prior to taking an adverse employment action.

CYBER LIABILITY

Another insurance coverage that is experiencing significant claim growth is Cyber Liability. This coverage protects your entity for liability claims for data privacy breaches, as well as ransomware, data recovery costs and breach responses. Due to the increasing frequency and severity claim trends for members and the insurance marketplace, we must increase the deductible for this coverage. Effective October 1, 2020, your Cyber Liability per claim deductible will be \$25,000.00. If you are not already taking part in proactively reducing your cyber claim exposure by participating in ICRMP's KnowBe4 cyber liability risk management program, please do so as this could reduce your deductible.

I have mailed a copy of this letter and a summary of policy changes to the Governing Board of your entity as well as to you as the designated key contact person. If you have questions about any of the policy changes discussed, please contact me at 208-246-8212 or smoser@icrmp.org.

Sincerely,



Sandy Moser, CPCU
Underwriting Manager

SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES

October 1, 2020 through September 30, 2021

A. SECTION I. GENERAL INSURING AGREEMENT

Item 1: A. (1.) (g.) – CLARIFY

Clarified the general insuring agreement that no coverage exists without a demand for damages, unless specifically stated we will do so in the applicable coverage section.

B. SECTION II. GENERAL DEFINITIONS

Item 1: A. (25.) *Vehicle* – CLARIFY

Adopted the definition from standardized commercial property insurance and replaced every instance of "automobile" with "vehicle".

Item 2: A. (13.) *Insured Property* – CLARIFY

Adopted the definition from standardized commercial general property insurance and replaced every instance of "covered property" with "insured property". We also included watercraft as a type of mobile equipment.

C. SECTION V. PROPERTY INSURANCE

Item 1: Limit of Indemnification – *Debris Removal* - REDUCTION

Added the following provision to the sub-limit for Debris Removal as follows: We will pay the lesser of 25% of property damage, loss or limit shown which is \$2,500,000.

Item 2: Limit of Indemnification Increase – *Earthquake* - BROADEN

Increased the Sub-limit from \$50,000,000 to \$62,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year. In addition, modified the term Earth Movement and replaced with Earthquake. Only those losses defined by the loss of earthquake will be sub-limited as above. Earth movement losses are not subject to the sub-limit of earthquake.

Item 3: Limit of Indemnification Increase – *Flood Type 1* - BROADEN

Increased the Sub-limit from \$5,000,000 to \$12,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year.

Item 4: Limit of Indemnification Increase – *Flood Type2* - BROADEN

Increased the Sub-limit from \$50,000,000 to \$62,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year.

Item 5: Limit of Indemnification Increase – *Inadvertently Omitted Items* - BROADEN

Increased the Sub-limit from \$500,000 to \$2,500,000 per occurrence and/or in the annual aggregate for multiple occurrences.

Item 6: Limit of Indemnification Increase – *Operational Disruption* - BROADEN

Increased the overall sub-limit for Operational Disruption from \$4,000,000 per occurrence to \$5,000,000 per occurrence. Increased the Extra Expense sub-limit as detailed in the

specific condition from \$1,000,000 per occurrence to \$2,000,000 per occurrence.

Item 7: Reduced Limit – *Data Restoration Related to Valuable Papers* - REDUCTION

Reduced the sub-limit from \$500,000 per occurrence to \$250,000 per occurrence.

Item 8: Removed Sub-Limit – *Automobiles & Mobile Equipment* - BROADEN

Removed aggregate sub-limit of \$1,000,000 per occurrence and \$10,000,000 in annual aggregate for multiple items per occurrence while not in use.

Item 9: Removed Sub-Limit – *Water/Sewer Backup* - BROADEN

Removed aggregate sub-limit of \$1,000,000 from the loss related to water and/or sewer backup.

Item 10: Definition B. (4.) – *Earth Movement* - CLARIFY

Clarified that the definition of earth movement does not include loss or damage caused by or resulting from flood, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Additionally, "seaquakes", "submarine landslides" and "avalanches" are no longer a defined loss under earth movement.

Item 11: Definition B. (6.) – *Fine Arts* - CLARIFY

Removed the terms "furs, jewelry, precious stones" as a defined fine art.

Item 12: Definition B. (10.) – *Lease Interest* - CLARIFY

Added the definition to clarify the meaning of the term.

Item 13: Definition B. (11.) – *Net Lease Interest* - CLARIFY

Added the definition to clarify the meaning of the term.

Item 14: Definition B. (18.) – *Soft Costs* - CLARIFY

Added a definition to clarify the meaning of the term.

Item 15: Definition B. (20.) – *Vacant* - CLARIFY

Adopted the standard definition from commercial insurance language. And removed the word "unoccupied".

Item 16: Definition B. (21.) – *Vacant Property* - CLARIFY

Adopted the standard definition from commercial insurance language.

Item 17: Specific Condition C. (1.) – *Additional Coverages* - CLARIFY

Made clear and rearranged the section to clearly state the listed items are in addition to building values as stated on the schedule of values.

Item 18: Specific Condition C. (1.) (d.) – *Fire Brigade Charges* - BROADEN

Added new sub-limit of \$25,000 per occurrence for expenses related to this item.

Item 19: Specific Condition C. (1.) (e.) – *Operational Disruption Expense* - BROADEN

Increased sub-limit from \$4,000,000 per occurrence to \$5,000,000 per occurrence.

Item 20: Specific Condition C. (1.) (f.) – *Property in the Course of Construction* - BROADEN

We clarified to add "soft costs" to this sub-limit. In the prior policy it was referred to as "Professional Fees" and had a sub-limit of \$1,000,000. Now, it is included within this sub-limit of \$5,000,000.

Item 21: Specific Condition C. (1.) (h.) – *Valuable Papers/Records* - CLARIFY

Amended to clarify what the additional coverage triggers of loss. Additionally, added standardized commercial insurance language.

Item 22: Specific Condition C. (3.) – *Consequential Reduction in Value* - REDUCTION

Added standardized commercial insurance language to clarify the reduction in value on merchandise that is part of pairs or sets.

Item 23: Specific Condition C. (7.) – *Inadvertently Omitted Property* - BROADEN

Increased limit from \$500,000 per occurrence to \$2,500,000 per occurrence for insured property inadvertently omitted from the schedule of values.

Item 24: Specific Condition C. (16.) (c.) – *Property in Transit* - REDUCTION

Added standardized commercial insurance language for property in transit.

Item 25: Specific Condition C. (16.) (i.) – *All other Insured Property* - BROADEN

Removed valuation provision regarding replacement cost as per the value in your schedule of values. That was a limiting factor to the maximum loss.

Item 26: Exclusion D. (1.) (b.) – *Animals* - REDUCTION

Added the word "animals" to items not covered when damage is directly or indirectly caused by the item. This does not apply to collision with animals.

Item 27: Exclusion D. (1.) (c.) – *Depletion* - REDUCTION

Added the word "depletion" to items not covered when damage is directly or indirectly caused by the item.

Item 28: Exclusion D. (1.) (d.) – *Corrosion* - REDUCTION

Added the words "corrosion and erosion" to items not covered when damage is directly or indirectly caused by the item.

Item 29: Exclusion D. (1.) (j.) – *Theft* - CLARIFY

Clarified the exclusion related to losses from any fraudulent, dishonest or criminal act, but not limited to "theft, committed alone or in collusion with others at any time by any insured.

Item 30: Exclusion D. (2.) (a.) – Pavements - REDUCTION

Added the word "pavements" to items not covered when damage is directly or indirectly caused to them.

Item 31: Exclusion D. (4.) (k.) – Underground Wiring - REDUCTION

Added the word "underground wiring" to items not covered when damage is directly or indirectly caused to them.

Item 32: Exclusion D. (4.) (o.) – Power Production - REDUCTION

Added an exclusion that we do not cover loss to equipment used to produce power or gas for distribution to third parties.

Item 33: Exclusion D. (4.) (p.) – Fine Arts - REDUCTION

Added an exclusion that we do not cover loss or damage from any repairing, restoration or retouching process related to fine arts.

Item 34: Property Claim Deductibles – REDUCTION

The per claim property insurance deductible can vary from policy year to policy year depending upon your annual member contribution (premium). Deductibles vary per member based upon choices made by you. Please refer to your policy for your specific per claim property deductible for this coming policy year.

D. SECTION VI, CRIME INSURANCE

Item 1: Limits of Indemnification - 1 – Employee Dishonesty, Loss Inside Premises & Loss Outside Premises – REDUCTION AND BROADEN

Limits of indemnification for all insuring agreements within the Crime Insurance Section (as of last policy year) are based on net operating budgets as reported by you to us. Tiered limits based on budget are: \$100,000, \$250,000 or \$500,000. Accordingly, the deductibles for crime losses are adjusted and based on the limits provided. Tiers are as follows:

- Operating budgets less than \$100,000 - per claim limit and annual aggregate is \$100,000 with a \$2,500 per claim deductible.
- Operating budgets between \$100,000 to \$2,500,000 – per claim limit and annual aggregate is \$250,000 with a \$5,000 per claim deductible.
- Operating budget greater than \$2,500,000, per claim limit and annual aggregate is \$500,000 with a \$5,000 per claim deductible.

E. SECTION VII, AUTOMOBILE LIABILITY INSURANCE

Item 1: Definition 1 – Insured - CLARIFY

Replaced the word "using" with "in" to clarify our intent to who is an insured in this section of our policy.

F. SECTION IX, LAW ENFORCEMENT LIABILITY INSURANCE

Item 1: Insuring Agreement 1 (a.) – Incidental Medical Liability - CLARIFY

Moved condition Incidental Medical Liability to the Insuring Agreement section to clarify this is part of the coverage for Law Enforcement Liability section.

G. SECTION XI. EMPLOYMENT PRACTICES LIABILITY INSURANCE

Item 1: Condition 2 – *Deductible* - REDUCTION

Added a deductible for claims for damages brought forth under this coverage section brought by any employee directly or indirectly reporting to you relating to personnel-related actions or omissions shall have the deductible apply as listed below. This deductible applies for any claim arising out of wrongful termination, constructive discharge, retaliation, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful discrimination, employment sexual harassment, employment harassment of any type, assault, battery, and/or any claim resulting from or related to any type of unlawful or unfair employment practice. This deductible applies whether the alleged damages arise from negligent, intentional or any other type of otherwise wrongful conduct. You will be responsible for the below referenced deductible of any settlement, judgment, or legal defense costs paid by us on your behalf with respect to any employment practices liability claims filed against you. However, this deductible will be waived if you consult with us before such employment action, including termination or suspension of employment, and followed all reasonable advice provided by us or an attorney assigned by us with respect to such employment action. The referenced deductible amount will be billed to you by us for any settlement, judgment or legal defense costs paid as the claim progresses. For each and every claim filed related to this coverage as detailed above, the deductible is as follows during the policy period: \$5,000.

H. SECTION XIII. SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE

Item 1: Insuring Agreement A (1.) – *Sexual Molestation or Sexual Abuse Liability* - CLARIFY

Clarified text to simplify that all sexual molestation or sexual abuse bodily injury claims or related sexual molestation or sexual abuse bodily injury claims will be deemed one claim per the text as written. In addition, we clarified that the absolute first sexual molestation or sexual abuse occurrence must be on or after the retroactive date listed on the declarations page.

I. SECTION XV. ENDORSEMENTS

Item 1: #1 Accidental Discharge of Pollutants. – BROADEN

Increased the aggregate for multiple occurrences per policy period limit from \$100,000 to \$500,000.

Item 2: #2 Cyber & Technology Liability Endorsement. – BROADEN

Amended text throughout endorsement to align with language provided by the reinsurer. Added new sub-limits and/or coverages as listed:

- PCI DSS – Increased from \$500,000 to \$1,000,000 per occurrence.
- Data Breach Response – Increased from \$500,000 to \$1,000,000 per occurrence.
- Social Engineering Fraud – Increased from \$100,000 to \$250,000 per occurrence.

Item 3: #2 Cyber & Technology Liability Endorsement. – REDUCTION

Increased per claim deductible from current property deductible (varies by member) to higher amounts depending on the annual operating budget for the member. The deductibles are as follows:

- Operating budgets over \$10,000,000 - \$25,000 per claim deductible, unless you are participating in an approved Cyber Risk Management Program like the one offered by ICRMP (KnowBe4), then it will be reduced to \$10,000 per claim.
- Operating budgets less than \$10,000,000 - \$10,000 per claim deductible, unless participating in an approved program like KnowBe4, then it will be reduced to \$5,000.
- Your specific deductible is stated on your insurance policy.

Item 4: #7 Attorney Consultation Reimbursement Defense Endorsement. – BROADEN

Amended text to include a reference to "defense costs" instead of "attorney fees". Additionally, added a definition for defense costs. Also, increased the per claim limit from \$1,500 per claim to \$2,500 per claim.

J. OTHER ITEMS

Item 1: Defense Limits Aggregate. – BROADEN

Removed the annual aggregate for defense costs limits related to liability sections of the insurance policy.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to reject all bids for the Wastewater Treatment Plant Standby Generator Concrete Foundation. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Wastewater Treatment Plant is in need of a new backup power supply. In June, Council authorized purchase of a 750kw Generator from Western States CAT. In September, Public Works issued a request for bids to construct a concrete foundation for said generator.

The following bid (copy attached) was received on Wednesday, September 23:

- Apollo Construction - \$73,000

The bid exceeded the Design Engineer's estimate by a significant amount. The Design Engineer and Public Works Director recommend rejecting the bid and re-advertising in Spring 2021.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to reject all bids for the Wastewater Treatment Plant Standby Generator Concrete Foundation.
ACTION ITEM

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

BID FORM

PROJECT IDENTIFICATION:

CITY OF HAILEY
STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT

THIS BID IS SUBMITTED TO:

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

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF HAILEY 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 The undersigned Bidder accepts all of the terms and conditions of the Advertisement and/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 30 days after the opening of Bid Proposals, or for such longer period of time that Bidder may agree to in writing upon request of the CITY OF HAILEY.

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

A. The 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 of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initial</u>
<u>N/A</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

C. The 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. The Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the project site. The Bidder acknowledges that the CITY OF HAILEY 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. The 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. The Bidder is aware of the general nature of work to be performed by the CITY OF HAILEY and others at the project site that relates to the WORK as indicated in the Bidding Documents.

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

H. The Bidder has given the City of Hailey Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City of Hailey Engineer is acceptable to the 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 The 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; The Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY OF HAILEY.

4.02 Construction Schedule Coordination: The Bidder, after receipt of NOTICE-TO-PROCEED, shall coordinate with the City of Hailey Engineer to verify the proposed construction start date as indicated in the Agreement. The Contractor shall schedule a pre-construction meeting with the City of Hailey Engineer, to be held prior to commencing construction.

5.01 LUMP SUM BID: The Bidder will complete the WORK in accordance with the Contract Documents for the following price:

PROJECT: STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT

LUMP SUM BID PRICE: \$ 73,000⁰⁰

LUMP SUM AMOUNT WRITTEN IN WORDS

Seventy-Three Thousand Dollars exactly. Dollars

6.01 The 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 The 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.

7.01 The following information is included in this bid package:

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

- G. Certificate of Insurance
- H. Notice to Proceed
- I. Drawings by HDR Inc. and DC Engineering, Inc. dated September 8, 2020 titled "Standby Generator Pad at Hailey Wastewater Plant"

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

A. The 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; and

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).

C. The Bidder and the Bidder's subcontractors must hold a valid Idaho Public Works License prior to the bid due date. The Bidders must submit a list of all subcontractors with their bid.

SUBMITTED on September 23, 2020.

Idaho Public Works Contractor License No. 031103 - C - 4

Expiration Date 7-31-21

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: _____

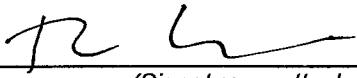
Phone No.: _____ FAX No.: _____

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.)

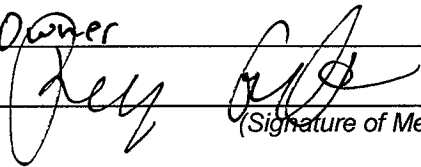
A Limited Liability Company

Limited Liability Company Name: Apollo Construction LLC (SEAL)

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

Name (typed or printed): Travis Nisson

Title: owner

Attest: 
(Signature of Member/Manager)

Business address: Box 23 Bellevue Id. 83313

Phone No.: 208/726-4028 FAX No.: 208/788-2869

State of Organization: IDAHO

Date of Qualification to do business is APRIL 2017.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/28/2020 **DEPARTMENT:** CDD **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Approval of Findings of Fact, Conclusions of Law and Decision for Quigley Farms Phase 1 Plat Extension

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

On September 14, 2020, the City Council approved the extension for the time limitation for submittal of the final plat application by Quigley Green, LLC Phase 1 of the Quigley Farms Preliminary Plat (Blocks 1, 2, 3,4,10, 11 and 15), extending that timeline until September 14, 2021.

On March 12, 2018, the City Council approved the Preliminary Plat application for Phase 1 of a 230.85-acre property described in Exhibit B-1 to the Quigley Farm Annexation Agreement. Phase 1 consists of Preliminary Plats for Blocks 1, 2, 3,4,10, 11 and 15, which includes 36 lots comprised of 41 residential units including 8 community housing units (total 49), neighborhood business and nonprofit space.

In addition to the various land uses, the project includes network of roads, open space, paved and non-paved trails, an area for an active sports complex, winter and summer trailhead parking area, area for kids sledding and an area for winter Nordic. The project incorporates agriculture as a key project concept.

The individual block plats contain the road and infrastructure developments. All necessary infrastructure needed to serve a block must be in place before a final plat can be issued for that block. Only then can the developer sell individual lots. Infrastructure is being installed for blocks 3 and 4 at this time. It is anticipated that water, sewer and road paving will be completed this fall, and that landscaping and concrete work will be completed next spring.

The Findings of Fact for the Preliminary Plat, dated March 12, 2018, states (page 21) that the Annexation Agreement serves as a Phasing Plan, identifying several project phases. Timelines are not stipulated in the agreement.

Attachments:

A. City Council Findings of Fact, Phase 1 Quigley Farm Subdivision, September 28, 2020

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	<u>X</u> Community Development	<u>X</u> P&Z Commission	___ Building
___ Police	<u>X</u> Fire Department	<u>X</u> Engineer	___ W/WW
<u>X</u> Streets	<u>X</u> Parks	<u>X</u> Public Works	___

Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion Language:

Approval:

Motion to approve Findings of Fact, Conclusions of Law and Decision an extension for the time limitation for submittal of the final plat application by Quigley Green, LLC Phase 1 of the Quigley Farms Preliminary Plat (Blocks 1, 2, 3,4,10, 11 and 15), extending that timeline until September 14, 2021.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney ___ Finance ___ Licensing ___ Administrator

___ Library _X_ Community Development ___X P&Z Commission ___ Building

___ Police ___X Fire Department ___ X Engineer ___ W/WW

_X Streets ___X Parks ___X Public Works ___

Mayor

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Pursuant to Title 16 of the Hailey Municipal Code and based on the record, the Hailey City Council (“Council”) enters these Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

- Applicant:** Quigley Farm & Conservation Community, LLC
- Project:** Quigley Farms Phase 1 Large Block Plat and Preliminary Plats for Blocks 1,2, 3, 4, 10, 11, and 15
- Request:** Preliminary Plat
- Location:** T2N, R18E, Sections 3, 10 & 11, Portions of Tax Lots 8368 and all of Tax Lot 8370
- Property Address:** 1300 Fox Acres Road
- Size:** 230.85 Acres
- Zoning:** General Residential (GR)
Recreational Green Belt
(RGB) Neighborhood
Business (NB)
Peri-Urban Agriculture Overlay (PAO)

I. Background

On March 12, 2018, the City Council approved the Preliminary Plat application for Phase 1 of a 230.85-acre property described in Exhibit B-1 to the Quigley Farm Annexation Agreement. Phase 1 consists of Preliminary Plats for Blocks 1, 2, 3,4,10, 11 and 15, which includes 36 lots comprised of 41 residential units including 8 community housing units (total 49), neighborhood business and nonprofit space.

In addition to the various land uses, the project includes network of roads, open space, paved and non-paved trails, an area for an active sports complex, winter and summer trailhead parking area, area for kids sledding and an area for winter Nordic. The project incorporates agriculture as a key project concept.

The individual block plats contain the road and infrastructure developments. All necessary infrastructure needed to serve a block must be in place before a final plat can be issued for that block. Only then can the developer sell individual lots. Infrastructure is being installed for blocks 3 and 4 at this time. It is anticipated that water, sewer and road paving will be completed this fall, and that landscaping and concrete work will be completed next spring.

The Findings of Fact for the Preliminary Plat, dated March 12, 2018, states (page 21) that the Annexation Agreement serves as a Phasing Plan, identifying several project phases. Timelines are not stipulated in the agreement.

II. Notice

Notice for the public hearing was published in the Idaho Mountain Express on August 26, 2020 the notice was mailed to property owners and within 300 feet and agencies on August 26, 2020.

Hailey Municipal Code stipulates that a final plat must be recorded within one year of preliminary plat unless otherwise allowed for in a phasing agreement. The Council can grant an extension to this one year:

16.03.030: FINAL PLAT APPROVAL:

A. Time Limitations for Submittal: The final plat, prepared by a professional land surveyor, must be submitted within one calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The council may extend the deadline for submitting the final plat upon holding a public hearing.

The applicant is requesting an extension of the timeline. The request is to extend the timeline for submittal until September 14, 2021. It is worth noting that both Blaine County and the City of Ketchum allow two (2) years for final plat to be submitted after preliminary plat. This is a more reasonable time line, and staff will bring an amendment to the Hailey Code forward in the near future for Council consideration.

On September 14, 2020, the City Council approved the extension for the time limitation for submittal of the final plat application by Quigley Green, LLC Phase 1 of the Quigley Farms Preliminary Plat (Blocks 1, 2, 3,4,10, 11 and 15), extending that timeline until September 14, 2021.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Hailey City Council makes the following Conclusions of Law:

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

DECISION

The application extension for the time limitation for submittal of the final plat application by Quigley Green, LLC Phase 1 of the Quigley Farms Preliminary Plat (Blocks 1, 2, 3,4,10, 11 and 15) is hereby approved, extending that timeline until September 14, 2021, finding that the application meets each of the criteria for review outlined in Hailey Municipal Code Title 16.

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Return to Agenda

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On August 10, 2020, the Hailey City Council considered and approved a Final Plat Application by S.V. Flying Squirrels, LLC, represented by Bruce Smith of Alpine Enterprises Inc., to be located at 631 East Croy Street (Lots 1A and 2A, Quigley View Subdivision), to consist of eight (8) sublots, each unit comprising of approximately 555-574 square feet, which includes limited common areas ranging in size from 348 to 487 square feet. The total development comprises of 0.5 acres.

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

FINDINGS OF FACT

Notice: Notice for the public hearing was published in the Idaho Mountain Express on June 24, 2020, and mailed to property owners and public agencies on June 24, 2020. This project was continued on the record from July 13 and 27 Council meetings.

Application: S.V. Flying Squirrels, LLC, represented by Bruce Smith of Alpine Enterprises Inc., submitted an application for a Subdivision/Preliminary Plat of approximately 0.5 acres, to be utilized to convert an existing eight (8) unit condominium plat into a townhouse plat.

Project Background: On April 20, 2020, the Hailey Planning and Zoning Commission approved the Preliminary Plat Application for Quigley View Townhomes, represented by Bruce Smith of Alpine Enterprises Inc., wherein Lots 1A and 2A, Quigley View Subdivision (631 East Croy Street) are converted into eight (8) townhouse sublots. Each unit is comprised of approximately 555 to 574 square feet, which includes common areas ranging in size from 348 to 487 square feet. The total development comprises of 0.5 acres.

Each unit has one (1) dedicated parking space and the complex contains an additional 13 guest parking spaces. Common elements between the existing condominium subdivision and the proposed townhouse subdivision include all elements of the built environment: roads, utilities, parking, buildings, and number of units and parking spaces dedicated to each unit.

Furthermore,

1. The 12-unit project was constructed in 1977 and remodeled in 2007, previously called Del Norte Apartments.
2. On September 24, 2008, the Hailey City Council approved a Condominium Plat for these 12 units.
3. Lot 3A was subsequently sold.
4. In January 2009, Phase 1 of the Quigley Townhomes was recorded, which excluded Lot 3A from the project.
5. The Applicant states that converting the condominium project to townhouses gives greater opportunities for purchase.

The City Council considered and approved the Preliminary Plat Application on May 26, 2020, as outlined in the attached Findings of Fact, Conclusions of Law and Decision, signed June 8, 2020. This approval was subject to the following conditions (text in italics indicates the status of each condition):

- a) All Fire Department and Building Department requirements shall be met.

- b) All City infrastructure requirements shall be met as outlined in Chapter 16.05 and 16.08 of the Subdivision Title. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to, the improvements shown on the most recent submitted plans and those listed in these conditions.
- c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Subdivision Title. *Improvements have commenced.*
- 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. *The Preliminary Plat was approved by Hailey City Council on May 26, 2020.*
- f) Any subdivision inspection fees due shall be paid prior to recording the final plat. *These fees have been paid.*
- g) Any application development impact fees shall be paid prior to recording the final plat. *These fees have been paid.*
- h) The 10' water and sewer easements, and the 5' utility easement shall be shown graphically on the plat. *This has been included on the Final Plat.*

Procedural History: The Application was submitted on June 10, 2020 and certified complete on June 22, 2020. A public hearing before the Planning and Zoning Commission was held on April 20, 2020. The Hailey Planning and Zoning Commission unanimously recommended approval to the Hailey City Council. The Hailey City Council reviewed and approved the Preliminary Plat Application on May 26, 2020.

A public hearing before the Hailey City Council for the Final Plat Application is planned for July 13, 2020, in the Council Chambers and online.

CHAPTER 16.05.080: ISSUANCE OF PERMITS:

No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception:

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

This condition applies to new construction. At this time, all infrastructure is in place.

CHAPTER 16.03: PROCEDURE:

16.03.030 Final Plat Approval:

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

The Final Plat has been prepared by a professional land surveyor and was submitted on June 10, 2020, within one-year of the Preliminary Plat, which was approved May 26, 2020.

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

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

Department Comments:

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

The Building Official conducted a preliminary inspection on July 14, 2020 and requested the following items to bring the buildings in compliance with party wall requirements:

- A membrane will be required to be attached to the bottom of the floor framing in crawlspace, creating a one-hour floor assembly.
- All penetrations in party wall, at every level, must be fire foamed/caulked (crawlspace, main, top-floor and attic).
- Both units will be required to have an 18X24 crawlspace access hole.
- Verification of one-hour separation in attic shall be provided.

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

Standards of Evaluation:

CHAPTER 16.04: DEVELOPMENT STANDARDS:

Development Standards were reviewed in detail during the Preliminary Plat approval process. Please refer to the Preliminary Plat Findings of Fact, Conclusions of Law and Decision.

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.

A Preconstruction Meeting is not needed, as all infrastructure is in place and/or existing. This standard has been met.

C. Term of Guarantee of Improvements:

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

N/A, as no improvements are proposed and all infrastructure is in place. This standard has been met.

16.05.020 Streets, Sidewalks, Lighting, Landscaping:

The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall

pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.

N/A, as streets/access lanes, lighting and landscaping are in place and no changes are proposed at this time. Sidewalk in-lieu fees were paid in 2008. An alley exists, but historically, has not been utilized to service the property. The previous plat noted the five-foot (5') side yard utility easement and the ten-foot (10') easement centered on water and sewer lines, but did not show said easements on the plat. City Staff, Council and the Planning and Zoning Commission requested that said easements be shown graphically on the plat. The Applicant has shown these on the proposed Final Plat. This standard has been met.

A. Street Cuts:

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

N/A, as the project is existing and no street cuts have been made and/or are needed at this time. This standard has been met.

B. Signage:

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

N/A, as the project is existing and no additional street name signs and traffic control signs are needed at this time. This standard has been met.

C. Streetlights:

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

N/A, as the project is existing and all infrastructure is in place. No additional streetlights have been requested and/or are needed at this time. This standard has been met.

16.05.030 Sewer Connections:

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

N/A, as all sewer connections are in place. This standard has been met.

16.05.040 Water Connections:

A. Requirements:

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

N/A, as all water connections are in place. This standard has been met.

B. Townsite Overlay District; Insulation:

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

N/A. This standard has been met.

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.

N/A, as no changes to onsite drainage are proposed. This standard has been met.

16.05.060 Utilities:

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

N/A, as all utilities are in place. This standard has been met.

16.05.070 Parks, Green Space:

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

N/A, as this standard does not apply for a conversion from condominiums to townhouses. This standard has been met.

16.05.080 Installation to Specifications; Inspections:

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

N/A, as no inspections are needed at this time. All infrastructure is in place. This standard has been met.

16.05.090 Completion; Inspections; Acceptance:

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

N/A, as all infrastructure has been completed and accepted. This standard has been met.

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

N/A, as all infrastructure is in place and has been completed prior to Final Plat approval. This standard has been met.

16.05.100 As Built Plans and Specifications:

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

N/A. This standard has been met.

CHAPTER 16.08: TOWNHOUSES:

16.08.010 Plat Procedure:

The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)

Association documentation has been submitted. The Party Wall Agreement is embedded within the C.C. & R’s. The Building Official conducted a preliminary inspection on July 14, 2020 and requested the following items to bring the buildings in compliance with party wall requirements:

- A membrane will be required to be attached to the bottom of the floor framing in crawlspace, creating a one-hour floor assembly.
- All penetrations in party wall, at every level, must be fire foamed/caulked (crawlspace, main, top-floor and attic).
- Both units will be required to have an 18X24 crawlspace access hole.

- Verification of one-hour separation in attic shall be provided.

These modifications shall be inspected and approved by the Building Official. This has been made a Condition of Approval.

16.08.020 Garages:

All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)

N/A, as no garages exist.

16.08.030 Storage, Parking Areas:

Residential townhouse developments shall provide parking spaces according to the requirements of [Title 17, Chapter 17.09](#) of this code. (Ord. 1191, 2015)

Parking is provided and requirements have been met.

16.08.040 Construction Standards:

All townhouse development construction shall be in accordance with the IBC, IRC and IFC.

Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)

N/A, as all infrastructure is in place. This standard has been met.

16.08.050 General Applicability:

All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)

N/A

16.08.060 Expiration:

Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015)

N/A

16.08.070 Conversion:

The conversion by subdivision of existing units into townhouses shall not be subject to Section 16.04.110 of this title. (Ord. 1191, 2015)

N/A

16.08.080 Density:

The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)

N/A

Summary and Suggested Conditions: The Council shall review the proposed Final Plat Application and continue the public hearing, approve, conditionally approve, or deny the application.

Conditions have been carried over with Final Plat and/or new conditions have been identified. The Conditions of Approval that see a strike-through have been met. The remaining Conditions of Approval are expected to be met, see an underline and are placed on approval of this Application:

- ~~a) All Fire Department and Building Department requirements shall be met.~~
- ~~b) All City infrastructure requirements shall be met as outlined in Chapter 16.05 and 16.08 of the Subdivision Title. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to, the improvements shown on the most recent submitted plans and those listed in these conditions.~~
- ~~c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Subdivision Title.~~
- ~~d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to subsections 16.03.030(I) and 16.05.090(B) of the Subdivision Title, prior to recordation of the final plat.~~
- ~~e) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.~~
- ~~f) Any subdivision inspection fees due shall be paid prior to recording the final plat.~~
- ~~g) Any application development impact fees shall be paid prior to recording the final plat.~~
- ~~h) The 10' water, sewer easements and the 5' utility easement shall be shown graphically on the plat.~~

- i) The Applicant shall reconstruct and/or modify the existing party walls to comply with current code (Section 706 of the IBC). This modification shall be inspected and approved by the Building Official prior to recordation of Final Plat.

CONCLUSIONS OF LAW

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

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

DECISION

The Final Plat Application for a Final Plat Application by S.V. Flying Squirrels, LLC, represented by Bruce Smith of Alpine Enterprises Inc., to be located at 631 East Croy Street (Lots 1A and 2A, Quigley View Subdivision), meets the standards of approval set forth in the Hailey Municipal Code, and has been approved by the Hailey City Council, subject to the following conditions (a) below.

- a) The Applicant shall reconstruct and/or modify the existing party walls to comply with current code (Section 706 of the IBC). This modification shall be inspected and approved by the Building Official prior to recordation of Final Plat.

PASSED BY THE HAILEY CITY COUNCIL and approved by the Mayor this ___ day of _____, 2020.

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration of Findings of Fact, Conclusions of Law and Decision of a Final Plat Application by S.V. Flying Squirrels, LLC, represented by Bruce Smith of Alpine Enterprises Inc., to be located at 631 East Croy Street (Lots 1A and 2A, Quigley View Subdivision), to consist of eight (8) sublots.

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

BACKGROUND:

The Council conducted a public hearing on this project on August 10, 2020. After deliberation and discussion, the Council voted to approve the Final Plat, subject to conditions noted in the Findings of Fact. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

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

Date _____
City Clerk _____

FOLLOW-UP:

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on May 11, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD MAY 11, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:30:52 PM](#) call to order

No comments, public comments:

CONSENT AGENDA:

- [CA 199](#) ~~Motion to authorize the Mayor to sign an application to the Association of Idaho Cities nominating the Hailey Gravel Map for a City Achievement Award in the categories of Economic & Community development and Parks & Recreation~~ **ACTION ITEM**
- [CA 200](#) Motion to approve Resolution 2020-058, authorizing city officials to sign and accept the grant offer for Airport Improvement Program (AIP) Project No. 3-16-0016-049-2020 for \$1,005,481 for airport development or noise program implementation at Friedman Memorial Airport **ACTION ITEM**
- [CA 201](#) Motion to approve Resolution 2020-059, authorizing city officials to sign Friedman Memorial Airport Grant documents for CARES Act Grant Offer, Grant No. 3-16-0016-052-2020 in the amount of \$11,400,000.00 for Friedman Memorial Airport **ACTION ITEM**
- [CA 202](#) Motion to approve Resolution 2020-060 authorizing Master Ground Lease Agreement with ARCH to build housing on city property Parcel O, Block 62, Woodside Sub #15 **ACTION ITEM**
- [CA 203](#) Motion to approve Resolution 2020-061, authorizing the Mayor to approve the scope of work with Stanley Consultants in the amount of \$6,201, for an update to the Transportation Master Plan and a striping analysis on Main Street. **ACTION ITEM**
- [CA 204](#) Motion to approve claims for expenses incurred during the month of April, 2020, and claims for expenses due by contract in May, 2020 **ACTION ITEM**

[5:31:30 PM](#) Chris Simms pulls CA 199.

[5:31:47 PM](#) **Martinez moved to approve all consent agenda items minus CA 199, seconded by Husbands, motion passed with roll call vote. Linnet, yes. Martinez, yes. Thea, yes. Husbands, yes.**

[5:32:29 PM](#) CA 199 Simms thanks Lisa Horowitz for this item, fantastic promotional tool for our Community.

[5:33:33 PM](#) **Motion to approve by Thea, CA 199, Martinez seconds., Linnet, yes. Thea, yes. Husbands, yes. Martinez, yes.**

PROCLAMATIONS AND PRESENTATIONS:

PP 205 *May as Mental Wellness Month ACTION ITEM*

[5:34:54 PM](#) Mayor Burke reads Proclamation declaring May as Mental Wellness Month. Biking for mental wellness, partnering with Mountain Rides biking for wellness. Burke encourages all to participate in the wellness bike event.

PUBLIC HEARINGS:

PH 206 *Consideration of a recommendation by the Planning and Zoning Commission for a Planned Unit Development (PUD) Application by ARCH Community Housing Trust on behalf of Blaine County, represented by Mark Sanders, The Architects Office. The PUD is to construct two multi-family housing buildings, one Senior Community Housing Building, and one Family Community Housing Building. Each building will contain 30 units for a total of 60 units. The majority of the units will be rent-restricted. The project includes parking, outdoor gathering space, and a play area. 0.27 acres is proposed to be dedicated to Hailey for a partial road connecting to a future road along the southern property boundary of Wertheimer Park Block 1 Lot 1. The applicant is requesting a waiver the Business Zone Maximum Multi-Family Units per Acre. Per Chapter 17.05 of the City of Hailey Code, the maximum multi-family residential density (units per acre) is 20. The development is requesting 25.5 units per acre under Chapter 17.10.040.01B ACTION ITEM*

[5:40:03 PM](#) Horowitz opens, this is the former Blaine Manor site. The City has asked Michael Bulls with RLB to look at circulation and a potential new traffic light in this area. Staff is in support of this use. In Planning and Zoning, lots of discussion that buildings in front parking in rear was best solution for this property. Have been speaking with school district to figure out long term circulation.

[5:43:26 PM](#) Michelle Griffith, Blaine County gave this to ARCH 2 years ago, they applied and were denied funding. Then decided to get funding before entitlement process. There are 7 funders, 5 are federal funding agencies. This is an important development for Hailey, 43% are renters. Over 20% are paying more for rent than what they can afford, which means they are not supporting restaurants and such. Now that we have funding, will spend the \$15 million funding for the development. Once spent, money becomes resource allocation issue. Trying to get in unit laundry machines, trying to afford family car parking cover. In spite of this, we made a number of changes recommended by P&Z, 2nd exit, saved several trees, changed roof line, moved building closer together. It did allow us to put in larger patios with awnings when we realized that we could not save the trees.

[5:57:57 PM](#) Mark Sanders speaking, explaining circulation. Added another exit for Fire Department, decreased width of road, Sanders shows the lot 2 senior building, jagged lot line. Switch to Samantha Stahlnecker as presenter.

[6:01:38 PM](#) Griffith speaks while bringing up site plans, have added ADA consultant, have weekly calls with 5 federal funding agents. Put in RFQ for General Contractors, may have 3 or 4 contractors to choose from to build the buildings and apply for permit with City. Goal is to get in ground by August and finished within 18 months after that.

Back to presentation.

[6:04:57 PM](#) Stahlnecker with Galena Engineering presents. Planned Unit Development. 25 units per acre, proposed amenity is community housing benefit for the overage on the units per acre.

[6:08:00 PM](#) Horowitz shows packet elevations, site and tree demo presentation,

Elevations are displayed. Of the senior building, color selection is still in process, defer color approval, will be administratively approved when Griffith finalizes the colors, senior building on left family bldg. on right.

[6:10:57 PM](#) Thea asked height, Sanders, 38feet height, record grade 39.6.

[6:12:04 PM](#) Simms asks for exparte communications.

[6:12:20 PM](#) Burke has received an email from neighbor Katy Van Hess, concerned about health of people living on Main Street and in small buildings.

[6:13:22 PM](#) Martinez, Thea, and Husbands, no exparte conversations to report.

[6:14:15 PM](#) Thea asks question. Appreciates report from Carl and Tree Committee. Thea asks why could not keep North End trees conifers. Griffith, we tried to move buildings closer together, but based on arborist Carl, did not think that the trees would be able to be saved. Griffith made decision to redesign patios. We wanted to keep the trees, but it was a liability issue with the trees now. 4 trees are being removed. Other trees are being saved, Griffith, by Hailey Ice. Thea asks about scooter park, additional park. Griffith responds, [6:18:39 PM](#) that parcel is outdoor space for the family building and playground is midway through. Outdoor amenities were a requirement for the funding.

[6:19:41 PM](#) Who will pay for the Mountain Rides bus stop? Griffith, ARCH is providing the pad and Bus stop identifier to Mountain Rides will be in Maple street right of way. ARCH has offered to pay for the cross walk across Main street to get to the bus stop in front of DL Evans bank, Horowitz adds. Thea, are the street trees being kept? Griffith, trying to get electricity to the trees if city wants to light them? Will aspens be removed? Griffith, all trees in middle are being removed, trees with x's on them will be removed.

[6:23:01 PM](#) Husbands asks about snow storage, where will that be? Mark Sanders responds, entry off of Maple, storage on both sides, and on Western area at parking on end, north and north west side, some of planter islands for snow storage. Husbands, who would pay for the removal? Griffith responds, ARCH pays for the removal. Husbands is concerned with traffic on Maple. If people use back exit, afraid people going through Hailey Ice parking lot, very busy in winter.

[6:26:25 PM](#) Horowitz, any traffic turning left is an "F." expects it is hard in the future because it is difficult now.

[6:27:14 PM](#) Linnet, will there be a no left turn sign at the property, or an engineer design to prevent people from turning left onto Main? Was this discussed? Stahlnecker speaks, current

level of service of this intersection is currently F, not because of the development proposed. Not ideal to direct traffic through parking lot by Hailey Ice but also do not want to prohibit left turns out of development.

[6:29:36 PM](#) Husbands, this is a concern for seniors. Traffic around Hailey Ice parking lot is a concern too.

Public comments:

[6:31:14 PM](#) Linda Ries, Hailey citizen and Tree Committee member, the 4 trees by patios, understand they are close to patios, other 2 trees, no formal corner marked, Carl added 6 feet towards the tree. Want to look at another arborist assessment unrelated to the project and 2nd mark on the ground the corner, impact to the trees would not be that great, and cut roots to the south, if this is done then health of tree would be fine. It is worth looking at this before we remove these trees.

[6:34:48 PM](#) Sarah Busdon cedar street citizen, biggest concern is traffic and didn't know that the scooter park was eliminated. Sad won't be able to see this built. Excited about the bus stop, but upset there won't be a bus shelter. Sad to see the trees removed. Would like to advocate saving the trees if possible.

Council deliberation.

[6:37:42 PM](#) Horowitz clarification, bus shelter is for Hailey circulation. There is not a valley route stop at this location.

[6:38:50 PM](#) Griffith, we worked hard to try to save the trees, and expense. At the end of the day, it is now a liability to the building and residents. Griffith hopes council can see what we are doing with this development. Scooter park, that was a condition of funding, had to provide for the residents.

[6:40:22 PM](#) Husbands asks where bus stop is. Circulator will pick up and then go through Hailey Ice parking lot but not sure what the route will be yet.

[6:41:29 PM](#) Thea, why not a shelter? Horowitz, felt safer and warmer to stand in building because it was so close to bus stop.

[6:42:28 PM](#) Martinez, doing right thing vetting projects, agree with Griffith, will provide much needed housing for our community.

[6:43:33 PM](#) Linnet agrees with Thea generally, but knows that they are expensive, if Mountain Rides is on board then okay to approve without shelter.

Burke would rather seniors stay inside the building until bus arrives, safer and warmer.

[6:45:21 PM](#) Thea talks about traffic and timing of when these people might start moving in. is there a coordinated effort on the traffic could be problematic for traffic and parking. [6:46:08 PM](#) Horowitz approved an appraiser to assess this area, will be presented in late May or June. Any redevelopment has challenges. [6:46:56 PM](#) Yeager, considering how to connect to 1st ave

somehow. If compare to other streets like Pine Street, planning that Maple street will work like Pine with long term planning in the works.

[6:48:29 PM](#) Thea asks to see the elevation of the building. Is this what it will look like? Concerned about seeing all the grass, not irrigate all the grass. [6:49:25 PM](#) Griffith, easier to see on the site plan, shown on screen, trees are already there, small amount of space. Thea can we do gravel and drip irrigation. Burke would like the softer look of grass instead of gravel. Husbands agrees with Burke.

[6:51:14 PM](#) Husbands, asks want 5 units, manager, 3 market rate. Is the manager's market rate? Griffith, senior manager, free rent. Family manager is reduced rent.

[6:52:29 PM](#) 5.5 units per acre, density, additional 12 units over current density, Stahlnecker.

[6:53:03 PM](#) Burke this application meets all funding measures. Don't think we have a lot of latitude. Wish we could keep 41, 42 and 43 and glad we can keep #9 tree. Suggest we move forward with this.

[6:54:56 PM](#) Linnet, piggy backs off of Martinez comments, things are going to be worse before they get better. This has gone through P&Z, trust that they have done what they are supposed to, any new development will have an impact. This is much needed housing. Feel like ARCH and process has done this, there will be unwanted consequences, thoughtful and intelligent project, 60 units is huge for our city. [6:56:57 PM](#) Thea likes seniors and families in same site, adds value. You have done an excellent job to shift the buildings, based on comments, looking forward to see how the back-end design will help traffic issues.

[6:58:24 PM](#) Horowitz, need to find one benefit to meet the PUD ordinance.

[6:58:47 PM](#) Linnet. Is okay with this and feels it meets needs of city and is worth it.

[6:59:17 PM](#) **Linnet moves to approve ARCH Community Housing Trust, conditions 1-7, old Blaine Manor site, seconded by Thea, motion passed with roll call vote. Thea, yes. Husbands, yes but still has concerns about traffic. Martinez, yes. Linnet, yes.**

[7:01:12 PM](#) Griffiths, excited for fun stuff to begin. May be a couple of events this summer hopes council will be there.

*PH 207 Consideration of a recommendation by the Planning and Zoning Commission for a Preliminary Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard within the Limited Business (LB) Zoning District **TO BE CONTINUED ON THE RECORD TO MAY 26, 2020 ACTION ITEM**(no documents)*

PH 208 Consideration of a recommendation by the Planning and Zoning Commission for a Preliminary Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium

and two (2), three-plex townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard within the Limited Business (LB) Zoning District **TO BE CONTINUED ON THE RECORD TO MAY 26, 2020** ACTION ITEM.....

[7:02:02 PM](#) Thea moves to continue PH 207 and PH 208 to May 26, 2020, Linnet seconds, Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.

PH 209 Introduction of Ordinance No. 1261 to amend Hailey Ordinance No. 1057 to grant a ten-month extension of Hailey’s electric utility franchise ordinance with Idaho Power (July1, 2020 deadline) ACTION ITEM

[7:02:46 PM](#) Ord. No. 1261 Idaho Power franchise extension. Dawson, presents, Idaho Power has agreed to extend our current 10 month extension. One correction, asks for council to adopt and conduct 1st reading tonight and then after 30 day waiting period, do 2nd and 3rd readings.

No Public comments.

[7:05:11 PM](#) Simms, makes suggested motion.

[7:06:17 PM](#) Linnet moves to authorize reading by title only Ord. No. 1261 1st reading, Martinez seconds. Thea, yes. Husbands, yes. Martinez, yes. Linnet, yes.

[7:07:40 PM](#) Mayor Burke reads proposed Ordinance No. 1261, by title only.

Burke want to try to keep this meeting to 2 hours.

PH Council consideration of whether to consider applications for large signature summer events in Hailey. This matter is continued from May 4, 2020 and includes discussion events including: ACTION ITEM.....

- July 4th Fireworks*
- Sawtooth Rangers Days of the Old West Rodeo*
- City/Chamber Independence Day Parade*
- WRLT River Fest*
- Antique Market and Farmer’s Markets*
- Summer’s End (August)*

Council consideration of signature events in Hailey this summer and fall. Continued from May 4th. [7:10:11 PM](#) Dawson kicks off this item. It would be useful to take public comments and then break it down into parts. Then discuss city sponsored events separately, from arena events and antique show. Large events, was an event, summer end event sponsor has withdrawn his application and wants to do a 1 day event less than 250 people.

[7:12:22 PM](#) Simms, believes event promoters may want to speak as well.

[7:12:43 PM](#) Luke Henry event sponsor, Dr. Swan's, has taken a long time to make this decision, and has decided to postpone the event to 2021. Very difficult decision, but everything is so uncertain right now. Burke comments, thank Henry and knows it is a difficult decision.

[7:15:13 PM](#) Amy with Wood River Land Trust, echoes Luke Henry's decision, agree with him, would like to postpone river fest to 2021 also.

[7:16:16 PM](#) Sarah Busdon, thanks Luke Henry and Amy, for events, thoughtfulness for community, appreciate their concern and know that they made difficult decisions. We are considering whether or not to have the 4h show. Not sure how we can maintain social distancing and still have these events.

[7:18:23 PM](#) Horowitz will reach out to Mike McKenna at Chamber.

[7:19:37 PM](#) Casey McGehee speaks for the Sawtooth Rangers, went to the arena last Friday night, with tape measure, tried to figure out how many people could fit in stands, with couples, allow 313 people max, with 3,500 typical admission. Loss of revenue would be very large. We don't know how to hold the event as for capacity and cleaning the restrooms after each use, no concessions would be available because could not exchange money with customers. With restrictions in place now, this is impossible to do. [7:26:55 PM](#) McGehee, not sure we can have the event the way things are in the climate and the restrictions.

[7:27:56 PM](#) Luke Henry comments, again, without herd immunity and a vaccine, risk spiking the virus again.

[7:30:38 PM](#) Mike McKenna with Chamber comments, parade, community is really divided on this topic. Pros and cons to this there is a lot of open space for the parade, con, cannot control who comes to the parade. A lot of 4th of July events are still occurring throughout the state. There is a business plus to have an event.

[7:33:16 PM](#) Linnet comments, trying not to base decisions on feelings. Idaho's reopening plan number 4, allows gatherings of more than 50 people. In his view, rodeo and Sawtooth Rangers comments, advocates for state CDC social distancing guidelines. Okay with parade with plan by parade. Not inclined to allow PBR rodeo if things don't change. Okay with the fireworks.

[7:35:51 PM](#) Dana Cameron antique show sponsor. Have 30% of dealers that would wear masks. As promoter, all for safety, if not a lot of events going on, may not be worth bringing in vendors. from an economic stand point, will let council decide what she decides.

[7:38:04 PM](#) Thea comments, 4th of July fireworks is fine. It does not seem smart or likely to have the Rodeo this year for the comments stated by McGehee. Appreciate comments about Riverfest and Summer's end. As for parade, council / city is responsible for its citizens safety. We cannot control all the onlookers, in good faith, can't control half of what is going on, numbers are continuing to go up. This is so tough, don't have comfort as being a sponsor. Fireworks, hotter months, if we create higher risk with allowing fireworks stands to sell, we don't want to be responsible for that either. And putting firefighters at higher risk. Farmer's

markets and antique market could make it work, allow sponsor to make this call as for economic feasibility.

[7:43:56 PM](#) Martinez comments, business wise this does not pencil out. As far as the parade goes, thinks we can social distance safely, agree with Linnet. Feels this would be an incredible opportunity for the seniors to be able to walk in the parade.

[7:46:55 PM](#) Husbands thanks all public commenters. Agrees with Thea, don't think we should sell fireworks or have the parade, too much risk to the community. Antique market and farmer's market okay if they can safely social distance.

[7:49:03 PM](#) Martinez asks question, looking at numbers and fear of COVID-19 spread. Thea responds, as people come into town, numbers will go up and it will spread. We haven't gotten rid of it only flattened the curve.

[7:51:40 PM](#) Burke summarizes, all in favor of 4th of July fireworks, they respond, yes. Burke, antique show, support this and farmer's market. Watch on the parade wait until we see number unfold. Selling fireworks is not a good idea.

More discussion about the 4th of July parade.

[7:56:35 PM](#) **Linnet moves to move forward with the 4th of July fireworks, not the rodeo, PBR rodeo, or summer end music festival, Thea seconds. Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.**

PH 211 Motion to approve Resolution 2020-____, authorizing a fireworks purchase agreement with Lantis Productions for a \$15,000 pyrotechnic display ACTION ITEM

[7:58:25 PM](#) contract for fireworks, Lantis fireworks, 4th of July, Dawson asks to approve with resolutions.

[7:59:56 PM](#) **Thea moves to adopt resolution 2020-62 authorizing agreement with Lantis, Martinez seconds, motion passed. Linnet, yes. Thea, yes. Husbands, yes. Martinez, yes.**

[8:01:01 PM](#) Burke asks that face mask discussion be moved to next meeting, next Tuesday.

Horowitz suggests not May 19th as that is the Sunbeam meeting. Council would like to meet at 5:00 pm next Tuesday to discuss face masks.

Staff reports.

[8:02:58 PM](#) Thea asked if anyone wants to do photo opportunity at parcel 2 with Michelle Griffith.

[8:03:35 PM](#) Thea moves to adjourn meeting, Linnet seconds, motion passed unanimously.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on May 19, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD MAY 19, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at _____ P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:01:42 PM](#) call to order by Mayor Burke

No Public comments.

CONSENT AGENDA:

- [CA 214](#) Motion to authorize city officials to sign/accept grant from Idaho Transportation Department for up to \$20,282 for Hailey Police Department’s purchase of three (3) speed detection radar devices, two (2) breath testing devices, and two (2) in-car video cameras, with a 25% match from the City of Hailey for up to \$5,071 **ACTION ITEM**
- ~~[CA 215](#) Motion to approve Resolution 2020-063, authorizing the Mayor to sign Grant of License Agreement and Alley Maintenance Agreement (with Fauth/Page) allowing private party improvements to alley between 2nd and 3rd Avenues, adjacent to Spruce Street in the Hailey Townsite **ACTION ITEM**~~
- [CA 216](#) Motion to adopt Resolution 2020-064, authorizing the Mayor’s signature on a bid proposal from Alpine Tree Service to remove a hazardous tree at the intersection of 1st Street, for a not to exceed amount of \$6,400. **ACTION ITEM**
- [CA 217](#) Motion to ratify claims for expenses due by contract in May, 2020 **ACTION ITEM**

[5:02:39 PM](#) Simms pulls CA 215, Linnet also pulls same item, Thea pulls CA 216

[5:03:43 PM](#) **Martinez moved to approve all consent agenda items minus CA 215 and CA 216, seconded by Thea, motion passed unanimously. Linnet first., Thea yes. Husbands, yes. Martinez**

CA 215 [5:04:21 PM](#) Simms pulls item, incomplete information, trust and retirement entity, corrected actual owners, minor changes, substance remains the same. Linnet, page mistyped on header, he is friends with both interested parties, but will show no bias, just wanted to disclose these relationships, Simms does not feel he needs to be recused. Thea comments also good friends with owners and can be unbiased.

[5:06:24 PM](#) **Linnet moves to approve CA 215, Thea seconds. Motion approved with roll call vote, Linnet, yes. Thea, yes. Martinez, yes. Husbands, yes.**

CA 216 [5:06:57 PM](#) Thea had contacted Brian Yeager, feels expensive for removing 1 tree. Yeager explained that it is a complicated removal due to wires. Understands now with more details.

[5:08:08 PM](#) Yeager one reason he has put this on the agenda, also wanted council to know where we are with our budget. We have almost consumed our tree removal budget, \$13,540. Last year we spent \$34,000.

[5:09:41 PM](#) Thea moves to approve CA 216, Martinez seconds. Motion approved with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

PUBLIC HEARINGS:

PH 218 Discussion of facemasks and Hailey's construction guidelines, with potential action to amend guidelines ACTION ITEM

[5:10:43 PM](#) discussion on face masks and construction guidelines. Mayor Burke feels we are treating construction industry differently than other businesses that are opening back up now. With that, wants to open discussion. [5:12:11 PM](#) Dawson, amending the guidelines, could amend with Resolution number as presented. When we prepared this for tonight's meeting, things have changed. Today we would likely instruct businesses to have their own plan and have our guidelines with an expiration date. Want to give same message from all jurisdictions.

[5:13:57 PM](#) Horowitz, we are the only jurisdiction in Blaine County that has these guidelines.

[5:14:21 PM](#) Simms agrees with what all 3 have stated. There are still ways to enforce the states order. Provide safe measures, safe hygiene and ?. we still have ability to file misdemeanors citations.

[5:15:57 PM](#) Thea asks Simms what he was recommending. Simms responds, recommend motion to repeal. We did not put a sunset clause in this resolution.

No Public comments:

[5:17:59 PM](#) Martinez in agreement with others want to be same as other organizations.

[5:18:26 PM](#) Thea being consistent is important. Time to remove the guidelines for construction and trades and encourage people to continue to wear masks inside buildings.

[5:19:26 PM](#) Linnet the guidelines served their purpose, now state has consumed them, ready to repeal.
Husbands agrees.

[5:20:12 PM](#) Resolution 2020-050, Linnet moves to repeal , thea seconds, motion passed with roll call vote. Husbands, yes. Thea, yes. Martinez, yes. Linnet, yes.

PH 219 Continuation of consideration of Resolution 2020-____, a recommendation of the Hailey Planning and Zoning Commission for a Planned Unit Development (PUD) Application by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Two-Phased PUD (the project is to be known as Sunbeam

Subdivision), totaling 145 units, with 90 units in Phase 1, to be located on Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey. The project will consist of:

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

Single-Family Lots and Cottage Single-Family Lots **ACTION ITEM**

[5:21:23 PM](#) Horowitz will let applicant team talk about the changes and then will comment.

Dawson suggests we hold staff reports first

STAFF REPORTS:

[5:22:44 PM](#) Steve England thanks for going forward on CA 214 grant, will help with equipment. 1st grant for electronic equipment for vehicles, have already purchased those items. Looking at another grant for in car radios.

[5:24:15 PM](#) Dawson in our last meeting council approved an achievement award. Our submittal won 1st place, Horowitz. June conference is virtual. Today is last day to request ballot to vote in today's election until 8 pm today.

[5:25:55 PM](#) Steve England requesting ballot is easy to do, just did it today. Seniors will decorate cars, parade through Deerfield and Hailey, woodside Blvd. local fire depts. Will escort them. It will be Thursday May 21st 7 pm will begin car parade.

[5:28:18 PM](#) Horowitz reminder photo shoot for Parcel O, some photos will be with masks.

PUBLIC HEARINGS:

[5:29:41 PM](#) PH 219, back to this item:

[5:30:04 PM](#) Ben Young excited to share some of the updates. Recap where we've been. Want to leave time for questions. Started out with 108 units, staff and P&Z asked for more diversity and density. The last iteration, had cottage lots, donate property for well site, shown in blue on the fourth design. Moved it to the pink location, so that cottage units could benefit from being on the park. Added that easement to enjoy the foothills,

[5:34:18 PM](#) Young describes landscaping, providing well site for city, creating a path for connectivity. Eager for questions and for approval. Hand over to Stahlnecker.

[5:35:16 PM](#) Sam Stahlnecker, relocation of cottage lot, added a lot on the south, removed flag lot. Significant amount of open space in perpetuity. Open space provides access to north and south corridors, opportunity for City to use land for what they want in future. Real property donation 3.2 acres over the agreed amount. \$200,000 towards a well. Staff wants council to discuss 30 acres of water right or cash of \$200,000 towards a new well. [5:39:24 PM](#) Next

change, added density as requested by city. Water restrictions. Developer waiver, all 5 items are 1st waiver, lot size minimum. 2nd item, lot width, 75 feet, some lots are under that width. We are proposing a couple of flag lots. Last item, not a waiver, development of cottage units, private streets would function more as a parking lot, want to allow more units as allowed by code, want service of these units from the private street. [5:42:36 PM](#) currently in code, house served by private street, proximity of units to on street parking, don't think need 4 parking spaces, want to be approved for 2 parking spaces. Feel benefits far outweighs these waiver requests.

[5:43:45 PM](#) Ed Lawson represents applicant, requests council's approval of this project. This is the last large infill development in Hailey. Annexed in 1981. Project team, single best project proposed to the city of Hailey, save the best for last. Hailey staff and P&Z deserve credit for helping design this projects [5:45:34 PM](#) all changes have significantly improved this project. P&Z has unanimously recommended your approval of this project. This is the 3rd time we've met on this project. The public has had opportunity to speak and will get another chance to speak tonight. Lawson asks for approval tonight as presented. [5:47:04 PM](#) zoning would allow up to 145-150 units. Without seeking density more units, this is significant. Most developers are seeking more density. All standards and criteria for approval have been met. The city asked for the cottage lots to be added. There will be no negative impacts to this project. There are 6 connections to this property. Slight 2% pressure loss to get on city's water system, still above state's water pressure level. Either \$200,000 or water right, trail access easement to nearby neighbors. Solar connections built into the homes. Happy to answer any questions. 2 decisions, want water right or cash. 2nd delivery to irrigation to municipal water system or water rights. Jim Speck made a compelling reason why water rights should not be asked for because it will be called. In conclusion, respectfully submit this is a quality development without burdening city services but will enhance services. Thank you for the time and careful attention and look forward to your decision and or concerns you may have.

[5:53:32 PM](#) Linnet asks, statement of offer, water rights, city park would include water rights, well site was in addition to that site. Now it is either or, how did the choices evolve into what has been presented tonight.

[5:54:48 PM](#) Yeager, everything is about water rights. After speaking with, Horowitz and Yeager, he then spoke with former Mayor Haemmerle. Although water rights are not necessary now, in long term planning for the city, we should be trying to acquire any and all water rights to accommodate future needs. There is money set aside in water enterprise funds.

[5:57:01 PM](#) Linnet asked surface rights will water park, right? [5:57:25 PM](#) Jim Speck answers 8.8 acres, use Curtis park system to irrigate park. Under either option will water the park with water right. Current offer 30 acres water right.

[5:59:08 PM](#) Simms comments, delineated current and former offers, what about well site, statute 37, can address that, having difficulty putting dollar value on them before.

[6:00:57 PM](#) Thea asks, about cottage lots, what is the vision of what it will look like? Likes what they have done in Cutters. [6:01:53 PM](#) Young responds, detached cottages, some built around a courtyard. Young displays a picture of an example of what a cottage might look like.

Thea thanks Young, and asks, can there be a garden in between these cottage units. That application would have to go in front of the City of Hailey for approval. Currently, each unit would have to have 4 parking spaces, trying to reduce cars, encouraging people away from driving. Asking for 2 parking space for each cottage unit. Keys to cottages is managing the parking.

Public Comments:

[6:07:33 PM](#) Charlie Meyer, adjacent to the proposed new well site, in favor of new site. In everyone's interest to do a good job with the well house design.

[6:09:24 PM](#) Jim Parris on East Carbonate Street, want to expand radius of turn. Can't hear the question. [6:10:45 PM](#) Burke, Bullion street was discussed last meeting, decided not to do this.

[6:11:45 PM](#) James Hopkins have easement to trail system. Is in the avalanche zone, why is the City not using access in Old Cutters. Why does the city not use this access? No maps to show where it is in relation to the property and cutters property. Other issue is parking. Don't know if there will be parking at the easement that is presented. When does mayor and council read letters submitted as public comments?

[6:15:23 PM](#) Derek Svennungsen lives on Galena Drive, this project feels attractive, looks like a well thought out project, impressed with the plans and fits with feel in valley, applaud developer.

[6:16:25 PM](#) Kasey Atkinson, long time Blaine County resident. Parcel that is able to accommodate many components, green space, water conservation, thinks will attract young people in the valley. In support of this and excited to see this come to fruition.

[6:18:02 PM](#) Jim Hopkins again, will be great for the City of Hailey.

[6:18:47 PM](#) Simms wondered if Lili simpson had any comments

[6:19:10 PM](#) Lili Simpson would encourage council, it is a process when you learn that people who speak, many backgrounds, be opened minded and thoughtful in discussion.

[6:20:20 PM](#) Erin Rheinschild been in county since 1985. Her kids are in their 20's in other cities, but want to return here. This project represents many items that will appeal to the youth. Very supportive of this project. Thank you and look forward to seeing this move along.

[6:22:45 PM](#) Burke asks for comments about the easement. Horowitz has shown a map, purple is Sunbeam property. Trail goes in and out of avalanche zone through Old Cutters.

[6:26:15 PM](#) Samantha Stahlnecker, shows map of easement, line on northern boundary, northerner property line, displays picture, row of confirms where easement could go. Applicant is willing to give it and small strip of property gravel can offer for parking. Trail could be developed off the corner from the street? Maybe a 20-foot strip to connect to city property.

[6:28:57 PM](#) Stahlnecker, describes when first met with city. Irresponsible to connect the property to Bullion street. Applicant is still supportive of removing maybe only 2 trees near Curtis Park to connect to property.

Young explains why he made the connection neutral so city could take it either way in the future.

Council deliberation

[6:33:17 PM](#) Mayor Burke, discuss redundant water system.

[6:33:45 PM](#) Thea, agrees that a redundant water system is not smart.

[6:34:31 PM](#) Linnet, well site, water rights [6:34:45 PM](#) makes most sense.

[6:35:39 PM](#) leaning towards water rights, Burke states. What do others think?

[6:36:08 PM](#) Thea, feels the water rights is a wiser way to go.

[6:36:48 PM](#) Husbands, cannot hear, does sound like City would like the water rights and want the city to build the well on the site provided, in support of this.

[6:37:45 PM](#) Linnet, in discussing with staff, not a water expert, can we have the approval, ?? want staff to figure out the amount. Horowitz, when we get to conditions of approval, have something to add.

[6:39:21 PM](#) Stahlnecker, the 30 acres includes all the properties, made some assumptions, reasonable estimation.

[6:40:20 PM](#) Burke comfortable with well site.
Linnet, the well site will make some noise,

[6:41:32 PM](#) Husbands, this is a thoughtful subdivision, great job in diversity, walkways, balanced development, P&Z did a lot of work for us. Want to make sure we can work with the easement. Best way to the bike path is through Carbonate street. Applicant has done great work, great addition to Hailey.

[6:43:20 PM](#) Thea, is ready to move forward. Her list looks like Ben Young's list, city of Hailey should be very proud of this. Water right, minimized turf, diversity of cottage lots, solar collection and roughing in solar capacity into the design, connectivity of six connections to neighboring subdivisions is smart. Extensive water conservation is great. The easement is a great idea and the parking is important, should not be impactful to the development. All really amazing designs, commend developer. Thea has read all of the public comments submitted. Removing the flag lot was thoughtful. Moving the cottage was a good idea. Multi-modal development, ready to move forward, agree to connect to bike path via Carbonate. Commend applicant on project.

[6:47:42 PM](#) Martinez moves to approve PUD by applicant Marathon Partners, with conditions 1-12, Thea seconds. Linnets comments, easement is a great addition, maybe someday it will connect all the way to Quigley would be good. At first, presented, “reluctant developer” doesn’t believe that is the case because the project is very thoughtful and are great new things, appreciate compromise from all parties, and willingness to work with us. [6:51:48 PM](#) Horowitz needs to clarify, motion 2, Martinez amends motion adding motion 2, “30 acres” includes all irrigable areas and in public rights of way. [6:52:50 PM](#) Simms, may still have slight conflict in language, conveyance concurrent with final plate, it should be phase 1, second amended motion by Thea. [6:53:45 PM](#) Ed Lawson, development agreement contemplates, 1 dollar a year rate, Simms, agrees with everything Lawson presents. [6:55:11 PM](#) roll call vote, Linnet yes. Thea, yes. [6:55:43 PM](#) Burke asks for another roll call vote. Linnet, yes. Thea, yes. Martinez, yes. Husbands, yes.

[6:56:32 PM](#) Horowitz reviews the development agreement.

[6:57:14 PM](#) development agreement is displayed.

[6:57:58 PM](#) Linnet moves to approve Resolution 2020-065 authorizing Development Agreement, Martinez seconds, Motion passed with roll call vote, Martinez, yes. Husbands, yes. Linnet, yes. Thea, yes.

[6:58:48 PM](#) Horowitz, 8 general conditions preliminary plat, [6:59:33 PM](#) condition 17, 3 single family lots, 18 cottage units, Stahlenecker corrected. Horowitz will build it in the body of findings, Linnet’s comments. Thea asked about waivers, Horowitz, it’s in the PUD.

[7:01:04 PM](#) Linnet motion to approve Preliminary Plat for phase 1 application by Marathon Partners, with conditions 1-19 with amended 17, seconded by Thea. Passed with roll call vote. Linnet, yes. Thea, yes. Husbands, yes. Martinez, yes.

[7:02:32 PM](#) Martinez motions to adjourn, Thea seconds. Motion passed unanimously.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on May 26, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD MAY 26, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at 5:38 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:38:01 PM](#) Mayor Burke call meeting to order.

Public comments:

[5:39:46 PM](#) no comments

CONSENT AGENDA:

- [CA 222](#) Motion to ratify a letter from Mayor Burke to FaPo Holdings requesting an extension of the July 1, 2020 deadline for the relocation of the Forest Service Warehouse Building pursuant to the Second Amended Development Agreement **ACTION ITEM**.....
- [CA 223](#) Motion to approve the Special Event, The Hunger Coalition Lunch in the Park, to be held Monday through Friday beginning May 26th, 2020 through August 14th, 2020, from 11:30am to 12:30pm, in Kiwanis Park **ACTION ITEM**.....
- [CA 224](#) Motion to approve the Special Event, ArborFest, to be held Saturday, June 13th, 2020 at McKercher Park and the Hope Garden from 10:00am until 2:00pm. **ACTION ITEM**.....
- [CA 225](#) Motion to approve unaudited Treasurer’s report for April 2020 **ACTION ITEM**.....

[5:40:33 PM](#) **Martinez moved to approve all consent agenda items, seconded by Thea, motion passed with roll call vote. Linnet, yes. Thea, yes. Martinez, yes. Husbands, yes.**

MAYOR’S REMARKS:

[5:41:23 PM](#) Burke is impressed with Idaho Statesman article, so grateful that this community came together to slow down the spread of the virus. Budget process coming up will be difficult, don’t want to lose any staff. We are not out of the woods, know how to do this right, celebrating.

[5:43:58 PM](#) We are not looking at a new normal, we are looking through a new portal, Mayor Burke adds.

PUBLIC HEARINGS:

PH 226 Consideration of a recommendation by the Planning and Zoning Commission for a Preliminary Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is

subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard within the Limited Business (LB) Zoning District **ACTION ITEM**

[5:44:28 PM](#) Horowitz opens with this item by reading. Matt Watson is on the call with Sweetwater, will display power point while he speaks. P&Z meeting March 30th, this is phase one of the next phase, first block, 7 live work units. Shows the 2 different layouts, block 2 is area discussing now. Duplexes are under construction right now. Shows plans of the 116 units of this next phase on countryside blvd. Entire block 2 showing parking, streets, landscaping, 71 live/work units prior to this. 3 plex townhome units are shown. Live work units 3 and 4 plex units. Next slide shows the condo units, every condo has a garage, 3 bed/2 bath which face the courtyard. Next items shows corrections from Public works comments during p&Z. wanted to make sure were not creating problems with cars. Larger and more trees, updated landscaping plan. Block markers on buildings to let people know where they are. Trail connections, expanding sidewalk to wood river trail. Bus stop, doing additional sidewalk by Balmoral instead of doing a bus stop, was a bigger need. Condo markers on buildings, signs under 4 square feet. Trail connection from Shenandoah to Wood River Trail, will double as emergency fire access. Countryside blvd. connect south to the Trail. Sidewalk will be extended on the North side to the bus stop. Worked with Public Works, have a continuous right turn lane from Shenandoah, right turn pocket is not very long right now. This was approved by P&Z with conditions, A-j as discussed in staff report.

[5:56:15 PM](#) thea asks how many units. Watson replies, 387 units at build out.

[5:56:48 PM](#) Horowitz clarifies, when Sweetwater was originally approved, 2 bus stops on Country side, don't need them anymore, mountain rides prefers another spot.

[5:57:38 PM](#) linnet asks Simms if he should recuse. Simms seems to think is all okay.

Public comments:

[5:58:59 PM](#) no comments.

[5:59:09 PM](#) thea has comment and question. How much will these units sell for? Watson replies, condos will be **listen**.

Horowitz adds property on River street property given to City,

[6:00:40 PM](#) thea comments, live work units will be great for our community.

[6:01:08 PM](#) Linnet, remember looking at this while on P&Z. appreciates the live work units, and trail connections, great job to Watson.

[6:01:41 PM](#) Burke, this is a continuation of a great asset to our community.

[6:02:01 PM](#) Martinez, agree with the excitement on the live work units.

6:02:28 PM Martinez moves to approve, read motion with cond. A-J, Thea seconds, Heidi concurs with comments, likes design, appreciate the opportunity to extend trails and trail access. Motion passed with roll call vote. Husbands, first. Listen.

6:04:00 PM thea asked when complete? Watson live/work by the end of the year.

PH 227 *Consideration of a recommendation by the Hailey Planning and Zoning Commission regarding the Preliminary Plat Subdivision Application (Phase I) by S.V. Flying Squirrels, LLC, represented by Alpine Enterprises Inc., for Quigley Townhomes, located at Lot 1A and Lot 2A of Quigley View Subdivision (631 East Croy Street), where Lot 1A and Lot 2A are subdivided into eight (8) townhouse sublots, located within the Limited Residential (LR-1) Zoning District. This project converts a condominium subdivision to a townhouse subdivision* **ACTION ITEM**

6:04:21 PM PH 227 preliminary plat SV Flying Squirrels, 631 Croy converts to condos. Walt Femling and Bruce ? are on the phone.

6:05:38 PM Walt Femling Quigley View Townhomes, 2010 converted no one could get financing, then put back into multi-family. Now condo financing back in the works. Want these to be first home buyer market. This has been his vision for a long time, wanted to replat with this in mind.

6:07:58 PM Linnet asks, did our building inspection, party walls, fire? Horowitz, yes he did and they do have the party walls in place.

Public comments:

6:08:45 PM no comments.

Council deliberation.

6:09:12 PM Linnet thanks Walt Femling for doing this. He just went through this last year, those first home buying programs are helpful in getting people into the market.

6:10:18 PM thea echos what Linnet says. Appreciate this and look forward to it.

6:10:49 PM Husbands agree with Linnet and Thea.

6:11:07 PM Martinez moves to approve lots 1A and 2 A with conditions ____, listen, Thea seconds, motion passe with roll call vote. Linnet, yes. Thea, yes. Husbands, yes. Martinez, yes.

PH 228 *Consideration of a recommendation by the Hailey Planning and Zoning Commission regarding the Preliminary Plat Subdivision Application by Lena Cottages, LLC, represented by Blincoe Architecture, where Lot 9, Block 3, Old Cutters Subdivision is subdivided into seven (7) sublots. This project is located within the General Residential (GR) Zoning District* **ACTION ITEM**

[6:12:36 PM](#) Lena Cottages are proposed to be subdivided into 7 lots/units, Horowitz displays landscaping and hands over to Chad Blincoe, with Blincoe Architecture. Then will turn over to Bruce Smith.

[6:14:11 PM](#) done best to maximize views and preserve privacy of each of the units. [6:14:49 PM](#) Bruce Smith, preliminary plat, utility easements, not sure where these are going to go yet, or where dry utilities will go? Common area is busy. Sewer part has been okayed by DEQ, comments Blincoe.

[6:16:16 PM](#) Linnet asks, Simms, any issues with making utility easements location? Simms no issue as long as finalized before final plat.

[6:16:58 PM](#) public comments, there are none.

Council deliberation.

[6:17:18 PM](#) Thea, loves the cottages, would like to see a community garden, not sure if this is a possibility. Lot of people are talking about doing this now. Can a place be assigned for this use? In a little cottage unit, good opportunity. [6:18:39 PM](#) Smith, phase 2, may be a good space or city park is nearby. [6:19:09 PM](#) Blincoe, 7 units were excluded, landscape architect not on meeting tonight, current design is taking up most of the space available, becomes a challenge with cottages. Conflict with the cottages, who wants to participate, and suggests city should approach Old Cutters homeowners association to discuss using park space for this type of use.

[6:21:17 PM](#) Linnet supports this idea for garden at park, can we look at this. Horowitz will discuss with Yeager and Stephanie Cook to see if this may be possible.

[6:22:25 PM](#) Thea asks what the cost might be for these units. Blincoe asks if Kelly Malone may want to add. Blincoe then adds, the smaller units are 600 sq feet, 2 bedroom units, 3 bedroom are 1400 sq feet. Very economical, in line with other cottages in Old Cutters.

[6:24:27 PM](#) Burke asks if these units can have solar hook ups? Blincoe responds, yes this is possible, this project has seen additional costs than from the previous Cutters developments, costs are continuing to grow. Some concerns with Solar, will have to go back to Planning and Zoning, and would need to decide the location of the panels. Solar is great but pay back does not ever outlive through life of equipment.

[6:27:22 PM](#) Husbands this is a great project. Like the cottages in Cutters, great new addition. Agree with Blincoe, don't add this now, keep costs down for people.

[6:28:30 PM](#) Martinez, we could benefit from capturing energy from the sun but agree with Husbands. [6:29:10 PM](#) **Martinez moves to approve with conditions A-I, seconded by Husbands, motion passed with roll call vote. Linnet, yes. Martinez, yes. Husbands, yes. Thea, yes.**

Blincoe comments again about being sensitive to energy conservation.

Burke thanks Blincoe.

[6:31:13 PM](#) Public comments, woman, Martha Bibb, lives on CD Olena drive, has solar panels on her house. She wishes that the homes could be wired for Solar so that it could make it easy.

[6:32:50 PM](#) Linnet, this is a bigger discussion at Planning and Zoning and regulatory, puts costs on homeowners instead of developers. We don't require solar but maybe we should look at this in the future. Want a fair process for property owners and developers for future applicants and projects. [6:34:28 PM](#) Thea adds, would like to discuss this in the future., cheaper at initial building phase. [6:35:07 PM](#) Horowitz adds, we have robust standards, we are revising this section now, making this a stronger option in the future, this is not in our subdivision standards now. Will have Rebecca Bundy work on this by this fall. Linnet feels someday this will be common.

Staff reports:

[6:36:47 PM](#) Horowitz, glad council approved all the items on tonight's agenda. Husbands asked Horowitz a question about ARCH, 3 circulation options on June 1st meeting.

[6:38:15 PM](#) Burke has thoughts on 4th of July parade, in the works.

[6:38:39 PM](#) Thea asks about hydration bar discussion., this is important. Husbands feels look at this once school starts again in the fall, WATER club gets together again.

[6:39:58 PM](#) Martinez adjourn, Linnet seconds. Linnet, yes. Husbands, yes. Martinez, yes. Thea, yes.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on June 2, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD JUNE 2, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at 4:00 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[4:01:08 PM](#) Call to order by Mayor Burke

Public comments:

[4:02:08 PM](#) Sarah busdon, concerns regarding parking. Later.

Burke asks Busdon to wait until public hearing.

CONSENT AGENDA:

[CA 230](#) Consideration of Findings of Fact, Conclusions of Law and Decision regarding a Planned Unit Development (PUD) Application by ARCH Community Housing Trust on behalf of Blaine County on the former Blaine Manor site. The PUD is to construct two multi-family housing buildings, one Senior Community Housing Building, and one Family Community Housing Building. **ACTION ITEM**

[4:03:07 PM](#) **Linnet moved to approve all consent agenda items, seconded by Martinez, motion passed with roll call vote. Linnet, yes. Thea, yes. Martinez, yes. Husbands, yes.**

PUBLIC HEARINGS:

PH 231 Consideration of circulation alternatives for the Wertheimer Park/Rodeo/Blaine Manor/Hailey Elementary School area: presentation by Chase Goulay of Ben Young Landscape Architects and Michael Bulls of Ruscitto Latham Blanton ACTION ITEM

Public comments:

[4:04:14 PM](#) Lili Simpson \$200,000 snow storage area, offer that amount to Hailey arena, for arena, want to work with city. Alternative Jim Keating, move barn from Quigley, spoke with Uhrig's, spoke with them about moving rodeo grounds to Nordic center at Quigley Farms. Simpson spoke with other Sawtooth Rangers today and they are also open to moving the rodeo grounds.

[4:08:06 PM](#) Horowitz gives historical overview of this area. In 2015 county vacated the Blaine Manor nursing home. Campion Ice House opened later that same year. RLB was hired to consider other uses of Blaine Manor site, senior housing, parking needs, senior housing. At that time, we desired to keep connection between Hailey Ice and the Blaine Manor site. Ben Young

added to this analysis team to look at circulation. ARCH submitted another application this year for 60 living units.

[4:12:28 PM](#) Chase Gouley speaks and shows a diagram on his screen. He will introduce some options and Michael Bulls will also discuss these items. Gouley has worked with Bulls to look at Hailey Rodeo Grounds Master Plan, from 3rd ave west to elm and first ave to Ice House to Main Street. There are some obvious challenges with ARCH housing coming to the Blaine Manor site. Want to safe route to get around in this area.

[4:16:31 PM](#) Michael Bulls with RLB speaks. Talking about 33 acres of area, there are some good opportunities with Nelson Field in the future. Wood River Trails at top of this site, potential traffic signal at Elm/Main streets. Always the question of displacement, talking about future use of the school grounds. There are constraints and opportunities with this circulation pattern. Show strong connection on North side of Rodeo Grounds.

[4:19:51 PM](#) Gouley these are opportunities, diagrams and sketches, we have to present ideas before we can come up with an idea that sticks. Gouley looks at the connector at the future ARCH site, entrance on ARCH site and alley way, traffic is limited through the alley way. Hailey Auto Clinic is not shown on this map, it was put in after this map was done. Gouley, one option is to do nothing about the traffic pattern, Sketch A. traffic cutting through Nelson field and Hailey Ice, potential opportunity to capture some land North of Hailey Ice to construct a road to new ARCH site, sketch B. another option, fire access North of Rodeo Grounds, improve road and then connect south of Rodeo Grounds between Snow bunny, Sketch C. Another option City acquires some of playground fields again for future circulation use. [4:30:59 PM](#) Gouley displays a concept circulation map.

[4:31:37 PM](#) Michael Bulls, we have been speaking with the school district with these conversations, relocation of ball fields is required before circulation could be implemented.

[4:33:17 PM](#) Horowitz asks Gouley to discuss alternate bus route for Hailey traffic.

[4:34:13 PM](#) Thea asks, if you go East of Rodeo, can you go straight out to main street beside car wash. [4:35:05 PM](#) Brian Yeager, there are grade challenges with this option. Thea asks, Senior Connection site, grade, can you go up to 3rd street from the East side of Rodeo grounds.

[4:36:10 PM](#) Burke asks, what about buying snow bunny putting road through Hailey ice and Rodeo Grounds.

[4:37:29 PM](#) Thea, what about connecting to 3rd. Gouley explains the challenges, no traffic light.

[4:38:07 PM](#) Mike Baledge, all of these buildings require 3 points of access because of their size. Baledge suggests getting 1st Ave pushed through by the ball fields.

[4:40:29 PM](#) Heidi Husbands, what is the timeframe for buying land to develop 1st Ave. Horowitz responds, the playground would have to be relocated.

Public comments:

[4:41:39 PM](#) Sarah Busdon, concerns about traffic flow and youth recreating in the vicinity and through the Champion parking lot. Worries about safety of kids in this area with increased traffic.

[4:42:47 PM](#) Amy McCabe Deertrail dr. has concerns with road connecting for safety reasons like Busdon commented, “an accident waiting to happen.”

[4:43:28 PM](#) Jim Laski, board of Hailey Ice, any routes going through the parking lots, is dangerous. We should focus on getting 1st street opening and light at Elm Street.

[4:44:16 PM](#) Heather Bates, great concerns about having traffic going through the Hailey Ice parking lot. The North side of Hailey Ice is very slick in the winter, urge caution, traffic going through, suggest maintenance plan for road safety from Police department. Don’t think this is a good option.

[4:46:05 PM](#) Mike McKenna, spends lots of time in the Hailey Ice parking lot, this is the busiest park area in the vicinity. Option c may be the only viable option. But you need to make sure traffic through is safe.

[4:47:25 PM](#) Sarah Benson, agrees with sentiment voiced already, thinks it is negligent to put traffic through the parking lot, and would lose parking. Encouraging council to look at options that would not go through their lot.

[4:48:41 PM](#) Jeff Lamoreaux, Ketchum resident, this parking lot is dark and not ideal, team has done a great job.

[4:49:48 PM](#) Mike Brunelle, on Hailey Ice board and an Architect, appreciates the effort in such a difficult area. Hailey Ice uses the Rodeo in winter, keep that in mind.

[4:50:56 PM](#) Howie Royal with school district, we did discuss the first 3 options. School is focused on developing the Quigley fields and then develop the remaining field minus the high school sports use. Don’t want to reduce options for future use.

[4:52:15 PM](#) Heather Dawson, supports the idea to regain roads where we can. If we can get 1st Ave back and street between tech building and rodeo grounds would be.

[4:53:12 PM](#) Brian, citizen, likes option b, if just for school’s use. Light 10 years out seems long way away.

[4:54:23 PM](#) Brian Yeager talks about upgrading the Master plan, these lights are likely 10 years in the future, only way to speed this up is to fund the cost of them independently. 1st ave and elm street lights seems most important. [4:56:11 PM](#) Horowitz what is the cost of light? Yeager, moving target, approximately \$500,000.

Linnet asks why is this 10-years out. [4:56:49 PM](#) Yeager, right now it is not even on ITD’s sight or plan.

[4:57:32 PM](#) Burke, Bullion street light must be a failed intersection before they would consider putting lights at Elm or 1st Ave. In the meantime, we put up a sign, no left turn at Elm on Main street. People will drive through unless we can close off, which we cannot because it would hinder the 3 egress's around the buildings.

Linnet does not like the idea of traffic around Hailey Ice. Not sure how to get ITD to move traffic light forward, can we be more proactive with this, can we pester ITD?

[5:00:37 PM](#) Thea would like to invite ITD to a city council meeting.

[5:01:18 PM](#) Baledge, we cannot obstruct traffic, then ARCH housing does not have 3 points of access. We cannot put a gate or bollard, prohibited by fire code, per your suggestion.

[5:02:10 PM](#) Horowitz, unintended consequence, people living in ARCH, driving through residential areas instead of going through the light.

[5:02:51 PM](#) Thea, drove this site today, the North side of Campion Ice House has to be icy in winter. Can we ticket people going through? Yeager responds. Right now there is no connection to the alley. Thea, we need to recreate 1st Ave.

[5:04:36 PM](#) Juan Martinez comments knows this area well. It is a matter of time before someone gets hurt. The fields should be used as a little league field in the future. Agrees with Mayor's comment on snow bunny site, and acquiring for parking, critical to some future use decisions.

[5:08:09 PM](#) Gouley, great public comment. Safety is our major concern, we hear your comments. There are a lot of challenges, great comments. This ARCH site is happening, this should have been thought out for the future. We know there will be elderly residents, may not be driving, but we must plan for something. Don't want Police to have to enforce traffic. Would love to explore options with the school district. Can we reorganize the play structure to accommodate future traffic on 1st Ave., seems a more reliable solution right now.

[5:12:34 PM](#) Linnet, 1st Ave is option he is interested in pursuing. Would rather not talk about the less viable options.

[5:13:58 PM](#) Thea is in support of 1st Ave option. Also want to talk about Rodeo and future of the fields in the future.

[5:16:42 PM](#) Horowitz, it does seem developing cost estimates for 1st Ave, Yeager and Horowitz can work on these cost estimates for council to review. Yeager is updating the traffic master plan.

[5:17:48 PM](#) Thea asks to include the 3rd Ave connection, Yeager it can be made out but needs to be moved West to create grade differential.

[5:19:33 PM](#) Martinez, comments about road East of Snow bunny. Gouley, this road should be vacated, not enough room.

[5:20:52 PM](#) Howie Royal comments again, we already have issues with 1st Ave drop off of students, want to restripe that street, so to create more of a through street would increase this issue.

Horowitz, good feedback from council tonight.

NB 232 *Discussion of July 4th Parade* **ACTION ITEM**

[5:24:03 PM](#) Mike McKenna, Executive Director of Chamber, avoid Main street, car parade through town, cars, and bikes through town.

[5:25:42 PM](#) Thea, this is a great idea, just like the senior parade was great.

[5:26:27 PM](#) Burke, Dawson suggests a couple of grand marshals for the parade, maybe Dr. O'Connor, need to honor those who've kept businesses going. We live in a place that is rare and wonderful, need to celebrate this community.

[5:28:22 PM](#) Baledge spoke with England about potential routes, plan on using 2nd Ave, 4th Ave, including some public parks. Next step is to involve Brian Yeager and Kelly Schwarz in conversations with their suggestions.

[5:31:54 PM](#) Dawson, parade is subject to special event, one thing checking in, can do administrative approval for the parade.

[5:32:50 PM](#) Thea is okay with administrative approval. Want the public to know how they can see the parade from their home, encourage us to get route out to public.

[5:33:45 PM](#) Burke, would there be an entry fee? McKenna, community would be part of parade, anyone can be in parade, maybe just a \$10 donation to join.

[5:34:52 PM](#) Martinez, thanks for putting together this plan.

[5:35:49 PM](#) Mayor Burke, we are on the better side of a dark storm, like to see people getting back to work and businesses opening. I celebrate this community and our leaders.

[5:37:48 PM](#) Thea motions to adjourn, Linnet seconds, motion passed unanimously.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on June 8, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD JUNE 8, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at _____ P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

Call to order by Mayor Burke [5:30:50 PM](#)

Open Session:

[5:31:19 PM](#) Paul Davis, Elkhorn resident police brutality topic, respects county budget, Davis reads from a document, 2 questions, shares his views, institutionalized racism in departments, “bad apple cop.” Condemn chemical weapons for wide spread use against civilian use.

CONSENT AGENDA:

- [CA 235](#) Motion to ratify ARCH Master Ground Lease agreement with corrected typo for property description
ACTION ITEM
- [CA 236](#) Motion to approve Resolution 2020-066 authorizing an indemnification agreement with Blaine County School District for City’s use of school property during July 4, 2020 technical fireworks display. **ACTION ITEM**
- [CA 237](#) Motion to adopt Resolution 2020-067, authorizing the Mayor’s signature on an agreement with Idaho Materials & Construction, for asphalt patching contract. **ACTION ITEM**
- ~~[CA 238](#) Motion to adopt Resolution 2020-068, authorizing the Mayor to sign a second addendum agreement extending the Ohio Gulch sludge drying fields lease to November 30, 2021. **ACTION ITEM**~~
- [CA 239](#) Motion to adopt Resolution 2020-069, accepting the bid of \$197,658.00 by Western States CAT for a new backup generator at the Wastewater Treatment Plant. **ACTION ITEM**
- [CA 240](#) Motion to adopt Resolution 2020-070, authorizing HDR’s Task Order #2, for the ongoing facilities planning study and engineering design services, to replace two existing generators at the Wastewater Treatment Plant, in the amount of \$21,100. **ACTION ITEM**
- [CA 241](#) Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding a Planned Unit Development (PUD) Application by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Two-Phased PUD (the project is to be known as Sunbeam Subdivision), totaling 145 units, with 90 units in Phase 1, to be located on Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey. **ACTION ITEM**
- ~~[CA 242](#) Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding a Preliminary Plat Subdivision Application (Phase I) by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 90 units on 71 lots. The project is to be known as Sunbeam Subdivision. **ACTION ITEM**~~
- [CA 243](#) Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding a Preliminary Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard within the Limited Business (LB) Zoning District **ACTION ITEM**

- [CA 244](#) Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding a Preliminary Plat Subdivision Application (Phase I) by S.V. Flying Squirrels, LLC, represented by Alpine Enterprises Inc., for Quigley Townhomes, located at Lot 1A and Lot 2A of Quigley View Subdivision (631 East Croy Street), where Lot 1A and Lot 2A are subdivided into eight (8) townhouse sublots, located within the Limited Residential (LR-1) Zoning District. This project converts a condominium subdivision to a townhouse subdivision **ACTION ITEM**.....
- [CA 245](#) Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding a Preliminary Plat Subdivision Application by Lena Cottages, LLC, represented by Blincoe Architecture, where Lot 9, Block 3, Old Cutters Subdivision is subdivided into seven (7) sublots. This project is located within the General Residential (GR) Zoning District **ACTION ITEM**.....
- [CA 246](#) Motion to ratify claims for expenses due by contract in June 2020 **ACTION ITEM**.....

[5:35:25 PM](#) Horowitz pulls CA 242, Thea pulls CA 238 for clarification

[5:35:52 PM](#) **Martinez moved to approve all consent agenda items minus CA 238 and CA 242, seconded by Husbands, motion passed roll call vote. Husbands, yes. Linnet, yes. Martinez, yes. Thea, yes.**

CA 238 [5:36:40 PM](#) Thea asks question to Yeager, voting to extend delivery to Ohio Gulch? Can you clarify the end date? Yeager responds, all municipalities deliver sludge to the land fill. DEQ is no longer allowing us to continue. But can continue to store them in the drying fields until prepared for the composting product, approx.. 2 years from now.

[5:38:50 PM](#) **Thea moves to approve CA 238, Martinez seconds. Linnet yes. Husbands, yes. Martinez, yes. Thea, yes.**

CA 242 [5:39:23 PM](#) Findings of Fact for Sunbeam, Horowitz pulls item, pg. 169, Final design number 11. One option strike condition number 11, strike this, 2nd option change to final plat, sometime in the next year, 3rd option is have parks and land board approve the final design. Simms, any 3 options are procedurally appropriate. Council has approved preliminary design, asks council to use best judgement on this topic.

[5:41:13 PM](#) Linnet seems option 1 is reasonable option.

[5:41:30 PM](#) Thea, asks who would review this, who would decide on final design. Linnet comments, thinks council would review.

[5:43:42 PM](#) after hearing Horowitz Linnet feels option 2 is best option.

[5:44:11 PM](#) Sam Stahlenecker asks question, as long as not entire scope change, okay with this option. Linnet and Thea are in agreement with this.

[5:45:08 PM](#) **Motion to approve CA 242, changing preliminary plat to final plat , Thea seconds, Husbands, yes. Linnet yes. Martinez, yes. Thea, yes.**

MAYOR’S REMARKS:

[5:45:53 PM](#) Mayor Burke commends community on standing with solidarity with inequality. All men are not created equal in our society, seems like we've gone downhill. Thanks community for supporting our police officers, they are public servants. Chief England is reviewing our policy handbook, and guarantee a safe future of our community, grateful for the leadership we have in place today.

PUBLIC HEARINGS:

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

There are no Public comments [5:50:57 PM](#)

[5:51:09 PM](#) Mayor Burke conducts 2nd Reading of Ordinance No. 1261, by title only.

NEW BUSINESS:

Mayor will start with Givens Pursley item then discuss Hunger Coalition, NB 250, and then budget will be at end of list.

NB 248 Presentation by Givens Pursley representatives regarding legal services provided to the City of Hailey pertaining to water rights and other water matters ACTION ITEM

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

[5:54:03 PM](#) Simms introduces Michael Creamer and Michael Lawrence from Givens Pursley. They thought it was time to renew the agreement, so they are here to introduce themselves and give a presentation and give a background.

[5:55:30 PM](#) Michael Creamer thanked council for the opportunity to present tonight. Are happy to answer any questions council may have. Since 2011 representing the City of Hailey, last agreement was done 5 years ago. A renewed agreement does not change anything except introduce a new partner to you. Anticipate M. Lawrence will have a more active role with the City of Hailey. Anticipate a short open discussion with council and unique water matters to the City.

[5:58:51 PM](#) Mike Lawrence presents a water rights presentation to council. Provide an overview to the city of the city's portfolio and administrative background. Lawrence, representing the City for about 10 years, snake river adjudication. Water matters and long-term goals for the city. On left Indian Creek spring water rights and Big Wood River Hiawatha canal water rights. On right, ground water rights. In 2015 and 2017, represented the City in down stream calls, conjunctive management. Snake Plain Aquifer,. Shows a map IDWR administrative basin 37, includes Blaine County, upper right corner is water district 37, also in this district. Lower left corner, blue

outline, Big Wood River Ground Water management area, resisted the potential that the Big Wood River added to this district. Lower right corner, Galena Groundwater District, not a state entity, group of water users, assess themselves, protect themselves from a variety of water calls. Only ground water rights are assessed in this district not the municipal water rights. Lawrence continues, important to continue south valley ground water district is south of galena district. Happy to answer questions from council.

[6:09:42 PM](#) Michael Creamer speaks, the city's water rights are inside the snake river basin district, administered by the water district. The city should expect decisions to be made within the district, galena groundwater district. Need to be aware of different actions that may be taken in the future.

[6:11:18 PM](#) Thea asks a question about a delivery call. Is this ongoing? Lawrence responds, there will be no more delivery calls, those in the past failed. There are no pending delivery calls now. Only the 2 in the past 2015, and 2017.

[6:12:42 PM](#) Burke would this be based on water availability from year to year? Creamer responds, some calls last years to resolve. A global settlement has come about now, anticipation of short water year could anticipate a delivery call in the future. A goal, to come up with a long-term agreement between water users, lack this in the Big Wood Basin at this time.

[6:15:35 PM](#) Simms points to the AIS in packet, motion language on page 278 of packet.

[6:16:09 PM](#) **Linnet moves to approve water rights attorney agreement, seconded by Martinez, passed with roll call vote, Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.**

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

Hunger Coalition contract [6:18:04 PM](#) Simms opens with this discussion, this spring were asked by the coalition to provide water to the project, was not able to, Simms's niece is a full time employee at the Hunger Coalition. The proposal is to exchange the value of the water for this growing season to continue feeding our citizens this season, those who've lost their jobs.

[6:20:07 PM](#) Linnet speaks, has good friends working at Hunger Coalition. There has been about a 30% increase in needs from our community. Their work has increased exponentially in the last few months.

[6:21:16 PM](#) Thea has volunteered for the Hunger Coalition for many years in a number of ways. They provide a valuable service to our community. The education program is amazing.

[6:22:18 PM](#) **Martinez moves to approve 2020-072 authorizing agreement, Thea seconds. Husbands asks the cost of the water. Yeager responds, anticipate about \$924 projected use, about 48% goes to Hailey residents. Husbands asks, how long is contract? Simms responds, only for this year. Linnet, yes. Thea, yes. Husbands, yes. Martinez, yes.**

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

[6:25:58 PM](#) Joe Tonumaipea real estate manager, Eric Anderson also on phone, entitlement person, Scott Hurt on phone in acquisitions. Maverick is a convenience store company, almost 60 stores in the state of Idaho, have been operating a long time in Idaho. Have been looking to move into Hailey for 10 years. Tonumaipea, active company for active people. Hailey fits into our mantra that we believe in. Opportunity to purchase Snow Bunny property but have discovered a portion of the property is owned by the City. In order to make this work, we would need this piece of property. Erik will talk about the community store looks. Convenience stores don't get.

Erik shows examples of store looks, [6:31:21 PM](#) Anderson shows a site layout, building layout 3,000 square foot building, shows an elevation, earthy tones, max height 29 feet, shows color samples, red black grey, shows foot print conceptual plan, retail and restrooms on main floor. Fresh food cooked daily for customers, shows store interior pictures. [6:33:45 PM](#) Anderson, would comply with Hailey's Dark Sky ordinance, employee benefits, why would we be good for your community? 30 hr / week employees are eligible for benefits, has paid life ins. As well as medical benefits. Maverick gives back to the community.

[6:35:47 PM](#) Tonumaipea partners with other organizations in the community, key to our success and being involved. Will take any questions.

[6:36:57 PM](#) Linnet asks the offer term, is this time sensitive? Tonumaipea, it is time-sensitive, have at least 30 days left in our contract, only waiting on council's decision on sale or lease.

[6:38:02 PM](#) Simms asks to speak to council. Title 50, would be required to declare that the property is not serving a public use, and then would publication for intent to sale, public hearing, Cannot do this in a 30 day period, thinks 120 days would need before making a decision.

[6:39:50 PM](#) Linnet, appreciates Maverick's presentation and great company. 2 issues, land second to water is best asset to city, we need to look long-term for Hailey's best interests. Next is use, just had discussion of traffic patterns, and because of that, we should be hesitant to add another heavy use of this property. Linnet, this seems like a low offer for our property, not being a real estate appraiser. Appreciate applicants time and presentation.

[6:42:04 PM](#) Husbands agrees with Linnet. The City has sold and given property, need to be careful and look at this area, for safety reasons, has concerns about the road itself.

[6:43:10 PM](#) Thea voices concerns about the location, liken it to warm springs and tenth street in Ketchum, similar to this location. Would like to move slowly on the sale of land, would like to see traffic studies of the area before acting and agree, land and water should be kept. Thea, we have a lot of convenience stores in Hailey, looking at our other similar stores, want to talk about this too. Thea likes Maverick stores.

[6:45:37 PM](#) Martinez, have been in many Maverick stores, great place to stop for sports teams. Echoes council members comments around value of property and thinking about long-term traffic and circulation of this area. Maverick wants to be a great community partner, help by showing better circulation for our kids, his primary concern. Not ready to say not ready for them.

[6:48:32 PM](#) Horowitz, Maverick team needs to hear from council if can extend to 120 days.

[6:49:15 PM](#) Burke, is opposed to selling this piece of property and city should purchase the property at Snow Bunny at some point. Don't want to lead Maverick on, cannot let that property go, don't want to be disingenuous.

[6:50:26 PM](#) Linnet, regarding an appraiser, he is not ready to do that yet. Not in our best interest to get this appraisal at this time. Burke responds, agree with Linnet, need to wait until ARCH is in place first.

[6:51:54 PM](#) Horowitz clarifies sale agreement more like \$400,000 to City. Linnet responds want to look for long-term use needs of city. Not convinced at this time.

[6:53:13 PM](#) Martinez, we have a problem with circulation there. Thinking alongside Horowitz, we need to consider this for long-term solution, my fear with not acting on this now.

[6:54:11 PM](#) Thea money now and losing land would not help the circulation needs in the long-term.

[6:55:36 PM](#) Horowitz asked Yeager when we would see circulation

[6:56:12 PM](#) Dawson asks, if council they would like to hear complaints compatibility with the 3 uses Hailey Ice, Rodeo and Snow Bunny. Council would like to hear these from Dawson at some point in the future.

No action on this matter at this time.

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

[6:58:27 PM](#) Dawson, this is the first budget meeting culminating in final budget process in August 2020. Discussion of water and wastewater funds and how they work, won't repeat this next week. Business enterprise funds are funded by rates. Hands over discussion to Yeager.

[7:00:11 PM](#) Yeager, have extensive memo from Dawson and can reiterate a few key points and will answer any questions council may have. Pg 290 of packet, replacement funds, bond funds, capital funds. Not talking about bond funds tonight. Replacement funds for reconstruction of structure already in place. Pg 296, wastewater department, operation funds discussed tonight. 3 parts, A, B, C. A budget people, B budget is equipment, A&B are what it takes to run the department for the year. The C budget is the capital budget. [7:04:18 PM](#) Yeager believe in investing in your people, training, continue to invest in your employees.

[7:06:42 PM](#) Linnet asks for Yeager to explain A/B budget. Yeager points to pg 296, budget discussion tonight are on both Water and Wastewater funds. Dawson adds, there is nothing statutory in the organization, A and B are just for our purposes for calling out different parts of our budget.

[7:08:54 PM](#) Yeager, far left FYE/20 budget and compare to FY 21 proposed budget columns.

[7:10:16 PM](#) Linnet, where is the increase coming from? Yeager, some rows are hidden than what are shown here. B budget is decrease of \$37,000. Balance between A&B is flat. Increase of \$249,000. Capital or “savings account” used for future projects. Capital projects list.

[7:13:14 PM](#) Linnet, C budget is increased for projected Capital projects.

[7:14:00 PM](#) Yeager responds to Theas question about the budget, those are fees received. Yeager responded, yes. All projects will not be completed next year, on the capital projects list but want to be able to work on them. We have been waiting on the right time to purchase the new generator. Yeager, the C budget is more about priorities of council, subjective. A&B budgets less subjective, need to maintain compliance with regulations.

[7:18:12 PM](#) Dawson adds, those are plan based long before they get budgeted.

[7:18:47 PM](#) Want to introduce tonight all these budgets to council. Yeager striving to keep user fees flat.

[7:20:25 PM](#) Thea asks, capital projects list, what would you realistically get done in 2021? Do we need to prioritize? Who decides on the priority? Yeager responds, council decides by approving the capital improvement plan.[7:23:11 PM](#) Water and Wastewater departments share the same building, actually in the conference room of the Wastewater treatment plant. Have wanted a building for Water Department for a long time. Yeager has this as a priority, council can agree or disagree. Council will have more opportunity to prioritize budgets in the future.

[7:24:46 PM](#) Dawson, our goal is to make sure you understand the budget and ask any questions that you may have. Capital projects have longer timeframes.

[7:25:29 PM](#) Yeager replacement fund. 2.1 million only looking to allocate 80% of the water fund.

[7:28:15 PM](#) Thea appreciates the overview and the summary in the packet and helping give council an understanding of the budget.

Yeager, this will be in front of you again.

[7:29:22 PM](#) Thea, agree with Yeager, important to keep and train staff, worth the investment.

[7:30:19 PM](#) Linnet, appreciates the explanation for the green council. Thanks for helping us and for your patience. Linnet asks, there’s talk about economic impacts from COVID-19, how to

maintain expenses. Want to prioritize effectively. Thea, it would be important to see those numbers we will be impacted by. Burke adds, W and WW fund are not impacted by economic uncertainty, as they are enterprise funds.

[7:33:49 PM](#) Burke, this is all new COVID-19, all departments are taking hard looks at their budgets.

STAFF REPORTS:

[7:34:29 PM](#) Steve England has been getting a lot of questions about our Police Policies, using ICRMP's initial policy manual, once we got accredited, we amended some policies at recommendation of ICOPA, 2016 looking to get reaccredited this year or next year again with ICOPA. Been revisiting our policies and procedures, have a good policy in our department. Want to continue to look at it and revise as needed, wanted council to know.

[7:37:04 PM](#) Linnet is meeting with Steve England Wednesday morning, to see if there are areas for improvements can report back to council as needed.

[7:38:05 PM](#) Thea, something that has been addressed in other departments from NPR, 911 calls should have help reactions and help received? Maybe not all calls should go to health services departments. England briefly responds, Hailey Police Department directs to proper resources that might be available in our community during certain times of crisis.

[7:41:23 PM](#) Burke appreciates all the work everyone is doing.

[7:41:51 PM](#) **With no further business, Linnet motions to adjourn meeting, Thea seconds, motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on June 22, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD JUNE 22, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at _____ P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:30:23 PM](#) call to order by Mayor Burke

Public Comments:

[5:31:10 PM](#) Scott Runkel – Northridge resident encourages Hailey to close some streets in Hailey for foot traffic and dining. This is the time to do this, vote of support of this effort.

[5:32:52 PM](#) Horowitz asks Runkel to save those comments for later in the meeting please.

[5:33:08 PM](#) **Martinez motions to amend agenda adding item CA 257, seconded by Thea, motion passed with roll call vote, Martinez, first. Thea, yes.**

CONSENT AGENDA:

- [CA 255](#) Motion to adopt Resolution 2020-073, ratifying Mayor’s signatures on Idaho Office of Emergency Management STATEMENTS OF DOCUMENTATION relating to Della 2017 Flood reimbursements for the flood expenses (26), Roadway and Shoulder work (33) and Heagle Park reconstruction (47). **ACTION ITEM**
- [CA 256](#) Motion to approve Resolution 2020-074 with Blaine County’s Abstract and canvass results of the May 19, 2020 Election **ACTION ITEM**.....
- [*CA 257](#) *Motion to authorize application for grant and expenditure of funds obtained from grant through the Local Emergency Planning Commission (LEPC) for at least \$7,500 for police in-car radios, which grant will be supplemented from an approximately 50% match within an unspent line item in the police department budget. **ACTION ITEM***
- [*CA 258](#) *Motion to approve Resolution 2020-075 authorizing Mayor to sign a grant agreement with Idaho Office of Drug Policy for “Partnership for Success Law Enforcement Grant”, for \$19,945.23 of funding requiring no city match. **ACTION ITEM***
- [*CA 259](#) *Motion to approve Resolution 2020-076 ratifying the Mayor’s electronic signature on grant agreement AIP 051 an Environmental Study (EA- Approach Protection) **ACTION ITEM***
- [CA 260](#) Motion to adopt Resolution 2020-077, ratifying the Mayor’s signature on a Generator Interconnection Agreement with Idaho Power Company. **ACTION ITEM**
- [CA 261](#) Motion to approve Resolution 2020-078, authorizing the Mayor’s signature on a Contribution Agreement for HDR’s Biosolids Composting Study at Ohio Gulch Transfer Station. **ACTION ITEM**.....
- [CA 262](#) Motion to approve Resolution 2020-079, authorizing the Mayor’s signature on an agreement with Idaho Asphalt Supply, Inc., to supply chip seal oil at the rate of \$475 per ton, and fuel surcharges, for the 2020 chip seal projects. **ACTION ITEM**
- [CA 263](#) Motion to approve Resolution 2020-080, authorizing an agreement with Asphalt Systems, Inc. in an estimated amount of \$48,676.40, for purchase and application of a “fog coat” following the 2020 chip seal work. **ACTION ITEM**

[CA 264](#) Motion to approve a special event permit for the Sawtooth Brewery to hold the Sawtooth Freedom Celebration at Hop Porter Park on July 4, 2020 ACTION ITEM.....

[CA 265](#) Motion to approve minutes of March 23, 2020 and to suspend reading of them ACTION ITEM.....

[CA 266](#) Motion to approve minutes of March 24, 2020 and to suspend reading of them ACTION ITEM.....

[CA 267](#) Motion to approve minutes of March 26, 2020 and to suspend reading of them ACTION ITEM.....

[CA 268](#) Motion to approve minutes of April 6, 2020 and to suspend reading of them ACTION ITEM.....

[CA 269](#) Motion to approve minutes of April 9, 2020 and to suspend reading of them ACTION ITEM.....

[CA 270](#) Motion to approve minutes of April 10, 2020 and to suspend reading of them ACTION ITEM.....

[CA 271](#) Motion to ratify claims paid in June 2020 ACTION ITEM.....

[CA 272](#) Motion to approve claims for expenses incurred during the month of May, 2020 and claims for expenses due by contract in June, 2020 ACTION ITEM.....

[CA 273](#) Motion to approve Treasurer’s Reports for the month of May, 2020 ACTION ITEM.....

[5:34:05 PM](#) Husbands, pulls CA 264 for discussion. Did not see recycling.

Linnet pulls CA 258

[5:35:24 PM](#) **Motion to adopt Consent Agenda items minus CA 258 and CA 264., Martinez seconds, motion passed with roll call vote, Thea first. Linnet, yes. Husbands, yes. Martinez, yes.**

[5:36:34 PM](#) CA 258 Linnet what enforcement programs should we promote. non-matching grant, have misgivings supporting a program, additional policing, pulling staff away from needed services. Want to hear from Chief England and council members.

[5:39:04 PM](#) Steve England speaks to this grant, and question from Linnet. We do have a problem with underage consumption in our community. This grant helps supplement officers salaries, overtime pay to officers, does not remove officers from other duties. If meth and marijuana are found, will address, but more focused on under-age drinking issues. [5:42:35 PM](#) First offenses have a program in Blaine County, won’t go on their record. Hope this will help curb underage drinking. [5:43:15 PM](#) Linnet asked can explain compliance check, England responds, compliance checks are when police go into stores, check Id’s on a cluster of kids. Shoulder tap, which is, under age person gets older person to buy alcohol. Linnet, responds, does not like the compliance checks, should not be tricking stores to trap them. England agrees, that should not happen.

CA 258 [5:45:55 PM](#) Thea, how often to you receive these grants? England responds, this is an annual grant starts July 2020, it is an annual grant, our first time with this grant, see where it goes. Can only get this once every 3 years. We have other grants, through ITD, reimbursement of overtime. [5:47:30 PM](#) Thea, not taking officers away from regular duties, what does that mean? England, this does not take away from other calls for service. England, if we do get it going forward will get a life lock breathalyzer with the grant, party patrols, added piece of equipment with this grant.

[5:49:30 PM](#) Martinez, trend in enforcement in drug policies, need reform there. Most of council would prefer a preventative approach.

[5:51:04 PM](#) **Martinez motion to approve CA 258, Husbands seconds. Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.**

CA 264 - [5:51:42 PM](#) Event with Sawtooth Brewery. Yeager has Parks division manager on phone. Amendment with single use plastics. Kevin Jones is on phone, event sponsor, in Kevin’s absence, would like to make motion contingent on single-use plastics or table.

[5:53:59 PM](#) Simms, time is of the essence, knows the owners, responsible, approve contingent on the resiliency plan.

[5:54:33 PM](#) Husbands is okay with this idea suggested by Simms, and willing to move forward with that in process. Thea suggests moving forward too, Kevin will.

[5:55:22 PM](#) **Thea moves to approve CA 264, contingent on resiliency plan on single-use plastic and composting, Husbands seconds, Linnet asks question to staff, how does this fit in with other events? Dawson responds, [5:57:35 PM](#) plan that council reviewed, restricted reservation of parks through phase 2, stage 4, review special event applications through private parties, council can use discretion, not approve. Linnet, thanks Dawson, want to be consistent and transparent, and okay if complies with state order. **Motion passed with roll call vote, Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.****

MAYOR’S REMARKS:

[5:59:57 PM](#) Mayor Burke has had requests from community members to go back to classic meeting style at city hall. The challenge is that we have staff in the meeting room and with limited public availability, 10 people total with social distancing. The gotomeeting allows more public to attend the discussion safely, don’t want to leave anyone out of our discussions. [6:02:03 PM](#) Linnet, some public members have talked to him about this, this is not inherently less inclusive. Mayor Burke, attendance seems to be better with virtual meetings, it does allow us to hear from the community which is the goal. [6:03:36 PM](#) Thea, more people from the public attends virtually. How are other entities doing this? Horowitz, Ketchum does this, people waiting outside until they can speak. [6:05:23 PM](#) Thea, would like to be in the same room with Mayor and council but thinks we are doing the right thing. [6:05:43 PM](#) Burke we are not insensitive to the challenges, want us all to be safe.

PROCLAMATIONS AND PRESENTATIONS:

PP 274 Presentation and Resolution 2020-____ endorsing stronger Hailey Police Department Policies ACTION ITEM.....

[6:06:09 PM](#) Burke opens this item, endorsing policy, on the same page with HPD, supports our community values, HPD has been doing these all along. [6:07:54 PM](#) England, adds Linnet had a good conversation about national news and issues. Based on that and other conversations, we came up with this Resolution, works well in informing our Community of this policy. [6:09:34 PM](#) Linnet appreciates our Police Chief, his view, not individual police actions but policy, want

to keep this conversation happening. One unique characteristic, largest population is Hispanic, not black, largely affected by this fact.

[6:11:15 PM](#) Dawson, page 264 of packet, recommend simplify first item, “ban chokeholds”

[6:12:07 PM](#) Simms suggests, confirm that chokeholds have been and will continue to be banned.

[6:12:48 PM](#) Burke, continue to prohibit the use of chokeholds. England, that is fine with him. Never used tear gas and is comfortable removing from policy.

[6:14:05 PM](#) **Linnet motions to approve Resolution 2020-081 with this new policy, Thea seconds, Husbands, yes. Linnet, yes. Martinez, yes. Thea, yes. Mayor Burke reads Resolution 2020-081.**

[6:20:32 PM](#) Martinez what are consequences for the policeman if they use chokehold or tear gas. England respond, don’t train chokehold in our department, disciplinary action would be ensued. Martinez, just to be clear, England probably would be dismissed.

[6:22:40 PM](#) Burke a 2 hour meeting limit goal, may be a challenge, but we will continue and do all we can.

PUBLIC HEARINGS:

PH 275 Public hearing on an amendment to Idaho Power Electric Utility Franchise Ordinance which extends the term of the franchise for 10 months, until May 1, 2021 with potential adoption and 3rd reading of proposed Ordinance No. 1261, ACTION ITEM

[6:23:23 PM](#) Dawson speaks to this item, introduced over 30 days ago, extend for 10 months to work with Idaho Power on a new franchise agreement terms.

Public comments:

[6:24:31 PM](#) Blanca Romero Shadybrook, asks about verbal warnings on Police force. Burke allows England to respond to question. Bullet, verbal warning, explains, policy does not actually say this right now. What this means is officer would give verbal warning if possible, can’t do if drive up on an active shootings situation. [6:27:08 PM](#) Linnet other folks may want to talk but this was not noticed.

Burke is okay with taking comments or questions on this topic since we have not started the public hearing on the Idaho Power franchise item.

Other public comments on Resolution; resident on 235 Galena Street, acknowledge thanks for opportunity to speak. Excited about what comes next, space on future plans. [6:29:29 PM](#) England responds, we are continuing to have conversations with community leaders. Other engagements, try to get message out on social media, providing coffee and pastries, July 1st at police station, bring together and have dialogue with community.

[6:31:28 PM](#) Thea, what she has seen and heard, happening in Boise, appreciate that HPD will invite public to meet with Police Chief. Boise, is being asked by public how their policy

compares to other entities policies. Thea was one of the organizers to the public event in our Valley. This dialogue is very important to our community, helpful, should discuss offering during city council meetings.

[6:34:06 PM](#) Burke, policies are in place, have been certified a few years ago. We don't want to micro-manage our police department. This is showing that HPD is honoring our community's thoughts. Suggesting that we don't want to interfere with policies in place.

[6:35:40 PM](#) Horowitz, have 5 public members here in council chambers waiting patiently.

Discussion goes back to item PH 275:

[6:36:04 PM](#) Simms asks for public comments for this item.

[6:36:48 PM](#) no public comments.

Martinez moves to approve Ordinance No. 1261 authorize Mayor to read by title only. Thea seconds motion. Motion passed with roll call vote. Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.

[6:37:22 PM](#) Mayor Burke conducts 3rd reading of Ordinance No. 1261, by title only.

PH 276 Report to City Council on Rubbish Franchise discussions with Clear Creek Disposal and introduction of Ordinance No. _____, extending Rubbish Franchise Agreement through May 11, 2021 ACTION ITEM

[6:38:20 PM](#) Dawson gives an overview of this item, covid came along, and we found that by teaming up with City of Ketchum, we could help the franchisee with economies of scale, Ketchum's franchise agreement expires in May 2020. This is an introduction of the ordinance. Published on aug 10th

[6:40:15 PM](#) Evan Robertson and Mike Goitiandia are in the chambers.

[6:40:39 PM](#) Evan Robertson, attorney, representing Clear Creek. There certainly are economies of scale and interested in working with the committee, feel that we are making progress, happy and pleased that the city has come around and willing to work with them, scope of services, new ideas for environmentally sensitive manners will be handled by clear creek, any questions?

Public comments: There are no public comments.

[6:43:23 PM](#) Husbands, want to negotiate better prices, recycling concepts, are you working on this as well? Would like to see 2 spring clean ups in spring and fall. In Spring, found out that if trash can lid does not close, get charged \$4.25 each time this happens. Wants to know if other citizens know this. Would Dawson work with them on this type of item. Dawson responds, we feel that some changes would be in the future. One of the things we've talked about is additional spring cleaning day or even some curbside picks up could be in the future agreement.

[6:47:10 PM](#) **Martinez moves to approve Ord. No. 1263, authorize Mayor to conduct reading by title only, Thea seconds, motion passed with roll call vote, Husbands, yes. Thea, yes. Linnet, yes. Martinez, yes.**

[6:48:22 PM](#) **Mayor Burke conducts 1st Reading of Ord. No. 1263, by title only.**

PH 277 Motion to approve Resolution 2020-_____ regarding an application for a Federal (USDA, NRCS) grant opportunity for local governments to host a Community Compost and Food Waste Reduction (CCWFR) pilot project ACTION ITEM

[6:49:38 PM](#) Horowitz let's council know the next Resolution number is 2020-082.

[6:49:58 PM](#) Rebecca Bundy, new grant, can request \$45- \$90,000, 45% match, will help contribute to the match to improve recycling, hoping to do, curbside compost collection for the community, and ways to reduce food waste. Distribute food through the Hunger Coalition.

[6:51:52 PM](#) Thea, is this just food waste or include yard waste as well? Bundy, this grant is food waste, but doesn't mean we can't also roll out yard waste compost at the same time. Money from the grant can only go towards specific things.

Public comments:

[6:53:16 PM](#) no public comments.

Council discussion.

Thea, this is very supportive of this grant.

[6:54:07 PM](#) Horowitz explains, technically, we don't need the resolution, apologize.

[6:54:43 PM](#) **Thea moves to authorize staff to submit the grant application, seconded by Martinez. Motion passed with roll call vote. Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.**

PH 278 Discussion and consideration of Resolution 2020-____, of Amendment and Extension of Contract with Wood River Fire District for Fire Prevention Services ACTION ITEM

[6:55:30 PM](#) Dawson gives an overview of this item. Baledge and his staff do plan reviews and inspections in the County. Contract estimated that we would do 100 of these, but we expect only to get around 65 this year. So, right thing to do is lower amount of current year contract and extending contract a full year, expiring in 2021. Baledge, we looked at time of inspections, include mileage and time, fuel, we've worked hard to come up with what is fair in this contract. It takes less time to do the inspections and prevention, takes a long time to develop skills and knowledge. Wood River wants to continue working with us, but contract is too high.

Public comments [6:59:13 PM](#) Horowitz, Chief Bateman is present in room but has no comments.

6:59:54 PM Thea moves to adopt Resolution 2020-082, Linnet seconds, Dawson amends, Thea amends, Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.

PH 279 Discussion of Interim Town Square location pros and cons ACTION ITEM

7:02:03 PM Horowitz gives a background of this item. About 6 weeks ago, Mayor asked staff to explore several sites for a pop-up town square this summer. Public prefers to not have a street closure for this pop up square. Dawson, suggests, may be able to use the area behind city hall for a pop up square. Library has concerns over losing any parking spaces. Another spot, Croy Street, not favored by businesses, B2 spot, putting along the sidewalk, already over 10 tables in the sidewalk, no driving need for more seating in this area. The Sun Valley Brewery, not optimal, space is hot. Bullion Square, not sure if City roll at Johnny's private property. Zou 75, impractical to serve in the street. E spot, allow Sawtooth Brewery to use parking spaces.

7:06:40 PM Mike McKenna, picking one location is the way to go. Concur with Horowitz's overview of public feedback. Dawson, so intriguing how important parking is to all of our businesses. Now hear different story from our Library.

7:07:57 PM Linnet is there any research data on town squares and parking. He has read data that contradicts our parking design. Want to make decision based on information. Would like to see data on this topic. 7:09:29 PM McKenna Idaho Travel Council brought in a speaker that confirms what Linnet is asking. McKenna can keep looking for information. Linnet, maybe business owners should let us know. Martinez asked if we looked at the area by the Blaine County Courthouse. Horowitz, we did not explore that area, businesses thought people would not get food and walk a couple of blocks away to eat. 7:12:20 PM Burke money is what held us back with that site. We cannot go to the public to ask for money to purchase the land and then ask for money to develop for public use. 7:14:12 PM Linnet, what about pop up location, east of 1st Ave. closing street. Horowitz, McKenna's comment, need businesses nearby to the pop-up site.

public comments

7:15:38 PM Scott Shane, Wood River Mattress, speaks to council. Not against a pop up square in this area. At 1st and Bullion business, depends on drive up customers, have day care, need drive in and drive out. Not engineered to be walk up. No one does business by bike or foot, depend on this drive up and drive out. 2 dozen businesses rely on the business parking. Town square would be better in other places. We are just trying to make a living, already have hard times with Covid-19. Shane asks for leniency from city.

7:20:04 PM Tim Seegmiller, in Meriwether building, rely on customers to bring in their computers for repair, risk losing customers if there is no parking. Parking is essential for our business.

Husbands asks a question. Horowitz, explains, several seating areas, pallet furniture, maybe can seat about 15 people.

[7:23:10 PM](#) Lisa Hamilton Pilates studio in the Meriwether building, parking spaces are critical to her business. Not realistic to ask people to walk to her business, knows there is an insurance agent, restaurants and other businesses, what is your goal with closing the street?

[7:24:37 PM](#) Jeff Conover, with Rapid Results business in Old Town Mercantile, have elderly clients, would be difficult for his clients, take into consideration, vacant spots in his building and Meriwether building, parking will be more of a challenge when full.

[7:26:00 PM](#) Scott Runkel, supports the idea of a car free street, likes the idea of the short term option town square. Need to be open to the idea of change. Supports the idea and glad council is looking at this.

[7:27:21 PM](#) Cece Osborn, Mountain Rides, happy to offer walking/driving counts for numbers. Pop up town squares can create safer areas for all users. There can be benefits to reclaiming public space.

[7:29:04 PM](#) Mike McKenna from Chamber of Commerce, keep in mind that these do not work for all businesses, works for restaurants, but don't work for computer support, exercise, focus on locating around restaurants.

[7:30:12 PM](#) Kerry Hogan, Divine Wine owner, just left a building that had parking problems. Parking is important to their business. Outdoor seating needs, have increased by her restaurant, can't afford to have customers go other places.

[7:32:12 PM](#) Linnet, appreciates comments on 1st Ave. but want to hear thoughts on location A, courthouse across the street, location F and G also. Last thing, Simms legal status on, are we entitled to redesign parking, city council can decide what to do with the spaces, Simms, responds, there is no legal issue.

[7:34:05 PM](#) Thea, want to vet a pop up square, maybe create a space and see what businesses will come. Community benefits from spaces for people, challenging to pick the space for a pop up square. Maybe our town is too small to have an area like Boise's 8th street square. We may be surprised of the benefits. Even if we close part of the street, there still will be parking available.

[7:38:04 PM](#) Burke concerns from focus groups, 2 options, one we could afford and one option we could not. Over 8 months work went into that effort, to find a good town square location. Can schedule a new discussion and go back to the community, but mayor will not participate in a town square in a location that businesses do not support and would sue the city over a proposed site. Don't want to go backwards. Cannot do that to these business owners again.

Burke suggests to continue date certain budget hearing.

[7:41:20 PM](#) Dawson, can hold budget on July 6 or June 30th Tues.

[7:41:52 PM](#) Linnet, wants to continue pop up square spot and then long term spot. Burke suggests moving budget to the June 30th Tues, at 4:30.

[7:42:54 PM](#) Burke back to pop up square opportunity and Covid social distancing.

[7:43:17 PM](#) Husbands, likes site H, at this point, don't think we should take parking from businesses. Site H, offers good access and nearby businesses.

[7:44:35 PM](#) Thea, thinks H is good for an event but not for a town square, should be central to community, can be very successful for an event. Husbands, thinks for social distancing, would be good. Thea, H has been rented for the summer.

[7:45:45 PM](#) Linnet wants to look at 1st Ave across from county courthouse, extension of veteran's park. Want to be adamant that it is not "taking away" parking from businesses, it is the city's parking.

[7:46:51 PM](#) Martinez, street and alley is a good spot by City Hall. Useful area for this purpose. We should look at the courthouse area again as well.

[7:48:34 PM](#) Thea looking at E by Sawtooth Brewery, can we provide anything in this spot, many people gather here. Agrees with Sam, want to look at A, something on 1st Ave, near B. we need data and community participation and data.

[7:49:57 PM](#) Linnet B1 and B2, without losing parking, should not have negative parking impacts.

[7:50:31 PM](#) Burke, looks like we are looking at A, and spot by the Barkin Basement, more seating, maybe ask county if they could put tables on south end of lawn by garden. Burke likes idea to extend many spots for options for nearby restaurants, instead of focusing on just one spot. Horowitz, do you want staff to work on a few spots. Linnet is okay, Thea is okay as is Martinez.

PH 280 will be discussed in June 30th special meeting.

OLD BUSINESS:

OB 281 Waive 2nd reading conduct, 3rd Reading of Ordinance No. 1257, an ordinance extending the term of Hailey's Local Option Tax through June 30, 2050 to be effective beginning July 1, 2020 AND Summary of Ordinance No. 1257 ACTION ITEM

[7:53:41 PM](#) **Linnet motions to adopt Ordinance No. 1257, waive 2 readings, conduct 3rd reading authorize Mayor to sign and read by title only. Thea seconds. Motion passed with roll call vote. Linnet yes. Thea, yes. Martinez, yes. Husbands, yes.**

[7:54:15 PM](#) **Mayor Burke conducts 3rd Reading of Ordinance No.1257, by title only.**

PUBLIC HEARING:

PH 280 Introduction of City of Hailey FY 2021 General Governmental Funds Budgets ACTION ITEM

[7:56:27 PM](#) **Thea motions to continue budget hearing on June 30th, Tuesday at 4:30, Martinez, seconded. Linnet, yes, Martinez. Yes. Thea, yes. Husbands, yes.**

Meeting adjourned.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on June 30, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD JUNE 30, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at 4:31 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

Roll call, Husbands, Linnet, Martinez, Thea

[4:31:44 PM](#) Call to order by Mayor Burke

[4:32:21 PM](#) Dawson explains the amended agenda.

[4:32:39 PM](#) **Thea makes motion to amend agenda adding PH 282, seconded by Husbands. Linnet, yes. Martinez, yes. Husbands, yes. Thea, yes.**

Open Session for public concerns.

No public comments.

PUBLIC HEARINGS:

PH 282 *Consideration of Order or Resolution of the City of Hailey, in conjunction with the Cities of Bellevue, Ketchum, Sun Valley and Blaine County, requiring or expecting the use of face coverings in public spaces, except outdoors when six-foot physical distances can be maintained, or in situations where masks are not possible. ACTION ITEM*

[4:34:43 PM](#) Simms opens with this item, time for us to consider a regulatory scheme for people to wear masks. Options are, 1, adopt Resolution as expectation, guidance like CDC guidelines. Also, public health emergency order, it is regulatory, remains a narrow mandate, if people are inside, with public, requires people to wear masks.

Public comments:

[4:38:09 PM](#) Ester McLaughlin 417 N. 1st ave, this is a clear violation of her constitutional rights

[4:41:30 PM](#) Walt Denekas Hailey, masks do reduce the spread of the virus as represented by hair salon workers wearing masks while sick with Covid and not infecting any of the customers, 140 of this, Denekas is.in favor of wearing masks. \$300 is steep fine.

[4:44:08 PM](#) Heather Dawson reads letter, from Kathryn Graves asking council to mandate wearing masks, 16 states have adopted mask ordinances. Please pass a mask ordinance.

Council Deliberation:

[4:45:41 PM](#) Thea believes it is a simple act, don't have to wear it all the time. Wants to mandate through an Ordinance.

[4:48:02 PM](#) Linnet is in favor of an Ordinance also. Seems like a straightforward measure. Suggests change in ordinance, section 1, "indoor and outdoor public place" add outdoor to this sentence.

[4:50:24 PM](#) Simms responds, if remove word "indoor" would include those events. Linnet
Simms suggests makes changes and bring back to council.

[4:52:51 PM](#) Thea not interested in the \$300 fine, more want people to do the right thing by wearing the mask.

[4:53:25 PM](#) Linnet, \$100 fine is okay.

[4:53:40 PM](#) Martinez, what are other cities doing? Thea, county has adopted a Resolution. They may revisit depending on what Hailey does.

[4:54:22 PM](#) Burke, Bellevue will do what Hailey decides. We've been leaders in the past, why not continue.

[4:55:06 PM](#) Martinez, suggests sign campaign about wearing a mask. Need to consider enforceability. Echo \$100 fine.

[4:55:54 PM](#) Husbands, this past week, biggest week. Is torn with this topic. Wishes that people would just do this, and businesses should require a mask. Cases are rising, don't want to be back where we were in March. If we take precautions, may be able to keep businesses open. How are you going to enforce this?

[4:58:25 PM](#) Horowitz, staff wanted clarification on a portion of the order.

Public comments.

[4:59:47 PM](#) Jane Drussel public comments, is for the mask requirement.

[5:00:52 PM](#) Burke picks up lunch from senior Connection sometimes, seniors also would like to see all wear masks. Don Keirn sent an email, asking all to wear masks. Burke is on board, not overbearing, don't want to punish people. Make posters, make people want to be a part of.

[5:03:01 PM](#) Thea agrees with Husbands, wants school to start, take a few steps, smart things to do, proven to reduce community spread.

Public comments

[5:04:14 PM](#) Ester comments again, describes why babies put things in their mouths. Burke asks Ester to listen to council discussion.

[5:05:37 PM](#) Pamela Ridgway, in favor of masks because of people coming into our community. As a new member of Bellevue community, in favor of wearing masks.

[5:06:54 PM](#) unknown caller, __ Ridgway, supports wearing masks.

Staff comments, [5:08:06 PM](#) Horowitz, public place definition, want to do the right thing and emulate what council wants. Our offices are spread out. If public not present, okay to not wear mask. Another situation plexiglass shield at clerk's office, okay for employees not to wear mask with this shield in place [5:12:30 PM](#)

Discussion about businesses, don't want to differentiate businesses, want it to be a broad solution.

[5:13:16 PM](#) Martinez, some people want their children to walk around without a mask. Consider the minority situation.

[5:13:56 PM](#) Linnet, this requires community action, understand that people might not want to wear a mask, and constitutional rights discussions. The cost to wearing a mask, does not hurt anyone, and not expensive. Would talk constitutional law with anyone.

[5:15:15 PM](#) Thea, equates this to smoking on airplanes, most assured thing is to wear a mask. Everyone must participate in a unified front. When not able to social distance, indoors or outdoors.

[5:16:50 PM](#) Burke, next steps of Simms.

Public comments:

[5:17:21 PM](#) Kathy Bestie, expand on what Thea states, equate to car seats and seat belts. Masks protect other people besides the child.

[5:18:04 PM](#) Jane Drussel comments again, no different than the old signs, "no shirts, no shoes, no service" The freedom has been taken out of context, this is to protect everyone, people need to be considerate.

[5:19:05 PM](#) Simms, can make adjustments as discussed. Have removed word "indoor" from public place. Added "when members of public, listen, addresses city clerk's concern, 2 layers [5:20:50 PM](#) have other procedural options. Section 1 face coverings. Added paragraph G, [5:22:32 PM](#) "as recommended by CDC." [5:23:06 PM](#) Linnet agrees have indoor and outdoor, easier to explain to folks. Simms will add back to opening item.

[5:23:56 PM](#) Dawson, fine changed to \$100, Simms has revised this too.

[5:25:07 PM](#) Simms suggests motion language as presented and amended in meeting, 2020-05. Thea moves to approve order 2020-05 as discussed, seconded by Linnet, motion passed with roll call vote. Linnet, yes. Husbands, yes. Martinez, yes. Thea, yes.

Sunset question from Martinez, Burke replies, mayor or council member can remove.

PH 283 Introduction of City of Hailey FY 2021 General Governmental Funds Budgets, including a discussion of operating expenses, capital expenses and projects, general revenues, property taxes and potential Covid-19 Community Reinvestment Fund (CRF) options (Continued from June 22, 2020 meeting

[5:29:03 PM](#) Dawson presents 1st draft of balanced budget. Made every effort to present a sustainable period. Presented water and ww to you in June meeting, flat budget. Overall decrease \$1,800,788, 20% decrease.

General operations fund, encompasses all city departments, asked all departments to reduce budgets by 6%. Dawson discusses proposed budget with last year's actual operating expenses.[5:36:00 PM](#) Mountain Rides proposed a 25% decrease because they received a grant. The Chamber will be challenge with operating with \$17,000 less than they are getting now. Last anomaly, street department, voters approved franchise fee, \$120,000 chip seal maintenance will begin soon. [5:37:45 PM](#) shows LOT slide 35% decrease in city departments, 25% decrease in partners. Decrease in LOT for air.

[5:39:37 PM](#) Thea asks about Chamber, very concerned, is there any other opportunity to move funds. Dawson, want to hear what council wants to do. Thea, that is a big decrease for Chamber, hoping we can find money somewhere to boost this for the Chamber. Dawson, asks Thea. What do you want to decrease, Dawson asks Thea. [5:42:08 PM](#) Dawson will walk through bond funds and then take public comments. Bond fund will be fully paid in a month or two. 3% property tax will cost tax payers \$6 / per \$100,000 per taxable value. General levy is very low, .0026, could be as high as .009.

[5:46:04 PM](#) Governor's property tax reduction measure, Hailey taxpayers would be paying \$75 less in property taxes. Don't have to decide tonight on this decision. City would still get the same amount of money.

[5:48:32 PM](#) public comment unknown caller name asks for clarification on this property tax relief, Dawson explains.

[5:50:08 PM](#) Husbands, has a concern, appreciates staff, but have friends that have been laid off, or salary freezes. Should we discuss a salary freeze?

[5:51:04 PM](#) Burke, philosophical goal to keep employees salaries and staff.

[5:52:16 PM](#) Horowitz, Mike McKenna is present.

Burke and then take public comments.

[5:52:44 PM](#) Mike McKenna, we are the only organization that supports LOT, this is imperative that we...we are expecting that we will get 100% funding from the State next year.

[5:54:02 PM](#) Thea, what kinds of things would you not be able to get done with a decrease. McKenna responds, many events would be a challenge. It would make staffing difficult. The whole future of the Chamber would be questionable if funding cut this drastically.

[5:56:18 PM](#) Thea, asked for Governor's property tax reduction. Dawson, total revenue would not change. Which is better to go with? Is it better to keep it in house or go with state funds. Dawson, not pros and cons for the city, property tax payers would see \$78 reduction in annual taxes. \$50 difference.

Public hearing comments:

[5:59:52 PM](#) Ramona Duke Hailey resident, if don't take 3% this year are we behind next year? Dawson, great question, and it is a concern. The state has a law, forgone amount in a future year, take the forgone amount within 3 years. Property taxpayers would see a jump in taxes that year we take it.

[6:01:35 PM](#) Kathy 1475 woodside blvd, in addition to woodside residents this year. Dawson, every 5 years or so, assessor looks at areas, city taxable value, 3%

[6:05:12 PM](#) Jane Drussel, some of budget is based on LOT, predicting LOT will be down 35%, what if we are really off and LOT picks up, what do we do then? Dawson responds, absolutely we can reconsider by opening the budget and appropriate the additional revenue.

Council deliberation:

[6:07:38 PM](#) Capital Fund Budget, with discussion with Brian Yeager, which shows the details of projects, what parts are contractual, and which can be moved to other areas. Snow storage site, project is in progress. [6:10:16 PM](#) underway with Fire station grant. We have money capital projects committed. Colorado Gulch pathway, some funds. Dawson reviews all the projects, including mentioning DIF, percent for art on eligible construction projects. Staff [6:14:46 PM](#) will give you their suggestions.

[6:15:23 PM](#) Brian Yeager presents to council, capital projects list. Proposed funding amounts from past council and other budget years. Dawson discussed projects that are in process, contemplated or have funding. Items in blue, may consume some funds. Main street rehabilitation project, approx. \$20,000. Other commitments, River Street STP project, those projects are self-funding. Speculated on URA funding. Pathways for people project. Have not discuss Croy pathway towards Eastridge, agreement will come through around August. \$47,000 match for this grant. Park next to ARCH, commitment for developing that park. Public art maintenance and contributions not committed. [6:22:11 PM](#) Yeager wants feedback from council on 8th street, phase 2, construction a mini roundabout ? Anticipated, relocate 8th street, connect path. Kiwanis is interested in helping fund lighting at skatepark. Several projects have fallen into the unfunded list. This spreadsheet has all fees on it, DIF, park in lieu fees, etc.

[6:26:57 PM](#) Thea asks, 14 airport lane aviation drive, have heard from a couple of people, find this unsafe to bike to their work or other reasons, does this have any bearing on safety, would be supportive of that. [6:28:24 PM](#) Yeager in order to do a project must be on capital improvement plan, anticipating a URA in the airport way area, may help this concept, have identified a small amount, funded by a possible URA district in the future. If no URA in future, funding would go away and would need to secure funding in another way.

[6:31:08 PM](#) Burke asks, line item 40 and 41., are the items that would further us along in sustainability reasons.

[6:32:18 PM](#) Husbands asks for more explanation on River Street project. 4.3% match, so far today, completed concept process, \$184,000 cost to date. LTHAC has questions towards final design, negotiating fee for Stanley Consultants, at mercy of LTHAC and ITD to run this process. Still targeting construction date of 2024. We intend to apply for Community Development block grant this fall to find more revenue.

[6:35:23 PM](#) Husbands, River Street is becoming busier, concerned to see this project. This project is limited to 4 blocks at this time.

[6:36:12 PM](#) Martinez, line item 34, skatepark concrete rehabilitation, compatibility issues, the edge has deteriorated over the years. In a low snow year, can we use \$10,000 here to help do something here or welcome center? Yeager responds, conditions of concrete, has been looking at this for over a year now. One issue is Alkaline S reaction, substance weeping up through the concrete to the surface, ASR, is something we cannot stop it only hope we can slow it down. Can mix chemicals to help reduce or eliminate the reaction. Spent a lot of time on it last year, have not found a good solution yet. Patched last year with Elephant Armor, hoping to patch again in the bowls. So, that line item 34, not a good solution yet, don't want to lose sight of this project. Would like to hear from council on skatepark lighting or other improvements.

[6:40:58 PM](#) Martinez, skating community would like to skate later at night.

[6:41:40 PM](#) Thea, 8th street Bullion and Croy are a priority to her. Use the matching funds. River Street is a priority for reasons Husbands mentioned. Skatepark lighting is a good idea. Thea, snow storage site is also a priority.

[6:44:29 PM](#) Yeager gives an update on the snow storage site, trying to get IDWR water right property transfer then will proceed with the deeds in maybe July 2020. Then Street department will make improvements after deeds recorded.

[6:45:57 PM](#) Martinez, line item 42, can reconsider at another date.

[6:47:02 PM](#) Yeager asks about forest service building relocation. Husbands, costs to move are a lot.

[6:47:49 PM](#) Horowitz have gotten interest, may have alternative to this \$500,000 plan. \$40,000 is just to relocate building.

Linnet asked, how much did owner give for moving it? Horowitz, \$15,000.

[6:49:30 PM](#) Burke would like to see it moved and then restored for a future location TBD. Go back to the first 3 items, want to go ahead. Welcome sign, want to connect electrical to the welcome sign. Like the 8th and Bullion project pursued. And wish we had shade sails at the Rodeo Grounds for the future, not huge priority. Window shade at city hall will be important soon. Let's go with what we've got.

[6:52:34 PM](#) Linnet asks question about Firestation retrofits? Is this throwing good money after bad? Yeager, punt the answer to Dawson. Is it all grant funded? Dawson, 25% grant match, grant will give us \$78,000. IOEM waited until other jurisdictions walked away from opportunities, amended our application to give us more money. Dawson described this project as critical to the ongoing use of the building.

[6:55:31 PM](#) Dawson, council needs to think about what was discussed tonight. July 13th will discuss again and will need a decision from council. In the meantime, we will look for ways to fund the Chamber. Other than that budget will likely look very similar as presented tonight.

Public Hearing again on Capital Projects:

[6:57:46 PM](#) Jane Drussel comments, airport way road, that traffic is really getting bad. It is hard to get out of the Post office parking lot and Idaho Lumber. Very narrow there, are there any options here for sidewalks or wider road. Can we access some traffic from Broadford road?

[6:59:47 PM](#) Thea, website redesign topic, do we have the money for it? Would like to see this updated.

[7:00:38 PM](#) Dawson responds to Thea's comment. That project is scheduled for this year. Expect about a \$400,000 short fall. In next year's budget, additional money is not in there. Must do this year, but are also concerned about having expenses exceeding revenue. If want to do the work and risk expenses exceeding revenue, Mayor can direct.

OLD BUSINESS:

[7:02:57 PM](#) **Motion by Thea to approve Ordinance No. 1257, authorize Mayor to sign, conduct 3rd Reading by title only, Linnet seconds. Motion passed with roll call vote. Linnet yes. Martinez, yes. Husbands, yes. Thea, yes.**

[7:03:54 PM](#) **Burke conducts 3rd Reading of Ordinance No. 1257, by title only.**
Burke thanks Simms to help with keeping us safe.

Motion to adjourn [7:05:56 PM](#) Martinez moves, seconded by Thea, motion passed unanimously.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on July 13, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD JULY 13, 2020
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 Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:30:19 PM](#) Call to order by Mayor Burke, quick roll call for council members, all present.

Public Concerns:

[5:31:27 PM](#) Bill Amaya, 611 Shoshone, own a building in Airport West Light Industrial area, ride bike to work every day, it is a nightmare to ride from Snow Bunny to St. Luke’s clinic on a bicycle. Especially North bound travel, feels like we should do something about it. There is a school down there, live work buildings, want a sign, bicycles can use the entire lane, huge difference in safety.

CONSENT AGENDA:

- ~~[CA 285](#) Motion to approve application to amend FEMA Hazard Mitigation Grant Project to secure critical infrastructure against winter storm and seismic activity, to increase funding to match current project costs, for a total grant project of \$225,950, authorizing a letter of match support in the amount of \$5,000 soft management costs and \$51,487 in matching capital funds, and including Resolution 2020-083 appointing Hailey’s authorized agent for the grant to be Mayor Burke **ACTION ITEM**.....~~
- [CA 286](#) Motion to approve Resolution 2020-084 authorizing Mayor to sign AIP-50, an FAA grant for the Friedman Memorial Airport’s Terminal Area Narrative Plan in the amount of \$297,367. **ACTION ITEM**.....
- [CA 287](#) Motion to Approve Resolution 2020-085, authorizing the Mayor’s signature on an agreement with Joe’s Backhoe, to install larger pipelines through the Quigley Farms Development, for a not to exceed amount of \$24,245.00. **ACTION ITEM**
- [CA 288](#) Motion to approve minutes of April 13, 2020 and to suspend reading of them **ACTION ITEM**.....
- [CA 289](#) Motion to approve minutes of April 17, 2020 and to suspend reading of them **ACTION ITEM**.....
- [CA 290](#) Motion to approve minutes of April 22, 2020 and to suspend reading of them **ACTION ITEM**.....
- [CA 291](#) Motion to approve minutes of April 27, 2020 and to suspend reading of them **ACTION ITEM**.....
- [CA 292](#) Motion to approve claims for expenses incurred during the month of June, 2020, and claims for expenses due by contract in July, 2020 **ACTION ITEM**.....
- [CA 293](#) Motion to approve Treasurer’s Reports for the month of June, 2020 **ACTION ITEM**.....

[5:33:58 PM](#) Heather removes Agenda item for fire station, CA 285.

[5:34:40 PM](#) **Thea moved to approve all consent agenda items minus CA 285, seconded by Husbands, motion passed with roll call vote. Husbands, yes. Linnet, yes. Martinez, yes. Thea, yes.**

[5:35:40 PM](#) Dawson, sent the draft off to IOEM last week, they made a couple of revisions to the document, slightly longer period than what is in the packet. Aug 2020 through July 2021, different than packet, schedule 36 month, about 4 months longer.

CA 285 [5:41:12 PM](#) **Thea moves to approve with changes made, seconded by Linnet, Thea, yes.. Linnet, yes. Martinez, yes. Husbands, yes.**

MAYOR'S REMARKS:

[5:42:00 PM](#) Mayor Burke, thanked the community, 4th of July turned out better than she could have imagined. It was a very well done parade, thanks to HPD for helping with the closing of the streets for the parade through town. Thanks to Mike McKenna and all who were involved.

PUBLIC HEARINGS:

PH 294 *Consideration of a Final Plat Application by S.V. Flying Squirrels, LLC, represented by Bruce Smith of Alpine Enterprises Inc., to be located at 631 East Croy Street (Lots 1A and 2A, Quigley View Subdivision), to consist of eight (8) sublots, each unit comprising of approximately 555-574 square feet, which includes limited common areas ranging in size from 348 to 487 square feet. The total development comprises of 0.5 acres* **ACTION ITEM**

[5:43:33 PM](#) Horowitz, this application is a conversion from townhouse to condominiums, we believe there are solutions, want to continue in 2 weeks to work around the issues discussed today.

[5:45:02 PM](#) **Motion to continue this item made by Linnet to July 27th meeting, Martinez seconded, motion passed with roll call vote, Thea, yes won't be at next meeting though. Martinez, ye. Linnet, yes. Husbands, yes.**

PH 295 *City Council discussion of FY 2021 Budget, with potential motion to approve a not-to-exceed budget of \$12,728,166, and to notice said budget for public hearing on August 10, 2020* **ACTION ITEM**

[5:46:12 PM](#) Dawson will present to council shows page in packet, pg 158 summary. The page is colored to help in viewing, green revenue, red expenses, general fund shows \$5,821,987 in revenue, balanced budget, this shows a 7.5% decrease in operation budget. Capital projects, 60% decrease in projects from last year due to 2 factors, lots of money spent last year on pathways for people, also spent capital balance down. We've look at the capital fund spreadsheet, there is more money in this fund but it is not slated for this year. This is showing a larger decrease for that reason. Next color, orange, bond fund, will be paid off this month. Blue, government fund expenses, 26% decrease. Enterprise fund, water revenue, water bond revenue, slightly different than last year. WW fund, same scenario, decrease in WW expenses, a study that is being conducted. Expenses are tied to the capital plan. Next page is general fund revenue page. Property tax revenue down 4.3%, next is Local Option Tax page. Last meeting council wanted to see if we could increase Chambers contract amount. In order to meet this request, we've funded the chamber at \$67,500 same as 2019. Mountain Rides, shows 25% reduction in last

year's amount, Hailey Ice, now shown reduction at 75%. Senior Connection transportation reduction, 75% reduction. Other line [5:56:40 PM](#) items, letter from Tree Committee, 0% reduction. In the legislative budget on next page in packet, line items in italics, near middle of page, funding of contracts entered here. Other pages of budget have not changed. Capital projects budget, page changed modestly for the fire station grant, otherwise no changes. On to next page, Water and Wastewater capital projects page remains unchanged. Then you'll see public comments. Additional public comments were put on the website from comments received after the packet was completed. Mayor and council did all see the additional public comments.

[6:01:37 PM](#) Dawson displays a presentation to council, Resiliency Planning and Communication. With Covid some resiliency work has slowed down on these goals in response to the Covid epidemic. The Mayor's committee was brought together and working on energy use by city. We are working with other entities for energy efficiencies. We also applied for and received, a grant, audits performed in June, waiting for information from these audits, will have an opportunity to apply for grant funds. [6:04:23 PM](#) PW Director has asked Bundy to work on the solar panels at the WW treatment plant. City management team, what do we do? [6:05:19 PM](#) We do have a few new vehicles in our budget, looking at an electric vehicle, [6:05:56 PM](#) Linnet asks if we've looked at long-term maintenance costs are less with electric vehicles. Thea, gasoline costs are less. In addition to the electric vehicles, area of Parks, have had some xeriscape budget. New subdivisions with robust water conservation implementation. We've been focused on reducing, reusing and resiliency. [6:08:52 PM](#) Dawson, we are at a juncture, to continue if necessary. First sheet, total \$12,728,962 total of all city funds. Adopt a not to exceed budget, publish then take public comments in August 2020. [6:10:24 PM](#) Thea, we can move around as we see fit after that right? Dawson, affirms, yes correct, within those general operating funds. Enterprise fund changes must be made in those departments. [6:11:32 PM](#) 2nd decision tonight regarding the property tax, Governor's property tax reduction measure. If you have questions, Simms and Dawson can address those. G/O Bond fund, no decision today needed on this today. DIF committee is meeting again will submit recommendations to council.

[6:13:11 PM](#) Linnet, property tax increase 3% option, associated with the CARES ACT. Sounds, like we don't need to decide now, can wait. There still are questions about how the state program will work, making it hard to make the decision now. Would be in favor of discussing in 2 or 4 weeks when we have more information. [6:14:52 PM](#) Burke agrees with Linnet. Thea is in agreement with Linnet and Burke. [6:15:11 PM](#) Dawson, we can send a letter of interest in by July 17th then get more information. Husband would like to get this money instead of raising taxes. Burke explains, money savings to taxpayers, same money to city of Hailey. One year tax break for citizens. Then taxes would increase the following year. [6:17:17 PM](#) Husbands, we have 8.9% unemployment in Idaho, we should save taxpayer's money.

Public comments:

[6:19:02 PM](#) Burke asks for comments

[6:19:17 PM](#) Scott Runkel, Northridge drive, great to hear the progress made in the last year made by the resiliency coordinator, not the time to restrict the amount of money. Realize that a full time position would be challenging right now, suggest keeping that line item where it is now.

There will be more of a need to set goals and achieve them. Everyone is busy, find more money in budget, continue supporting resiliency.

[6:21:24 PM](#) Mike Shaughnessy of 641 Myrtle, any increase in taxes by 4%, sets new baseline for next year, adding insult to injury, when plenty of money out there.

Council deliberation.

[6:22:52 PM](#) Burke sounds like we want to go with the Governor's plan and then look at the details. Ask Simms to weigh in. [6:23:21 PM](#) Simms is familiar with the letter, prosecuting attorney's questioning the legalities in the plan. Any concerns would be ironed out before this would become law. Dual path is a good idea.

Burke, let's go back to the overall budget.

[6:24:40 PM](#) Husbands, page 4 of packet, partial reduction of hours for resiliency coordinator, how many hours are reduced? Dawson, 20 hours per month / propose 15 hours per month.

[6:25:50 PM](#) Linnet would like to see the resiliency coordinator stay at the same amount. Overall impact to budget seems miniscule, want to see these efforts continue. Don't want to have to make up for lost ground after this turmoil, I think we can fit this in. [6:27:19 PM](#) Burke comments, don't want to lose ground and find this \$10,000 somewhere. Thea would like to see more hours. Can we look at seeing an Americorp volunteer. The welcome sign, electrical connection, want to move that money to the bike way or resiliency coordinator position. [6:29:29 PM](#) how can we move that money, Thea asks. Dawson, we could do that, but we could easily pay the salary in CD, to meet this goal. Husbands, we want to keep the resiliency coordinator position funding. [6:30:52 PM](#) opportunity to walk, would like to see one-way streets, need to become more bike / walk friendly town. Want to do something about Aviation drive traffic. We need to put traffic on Main street and not through town. Capital budget don't see projects, do we need sidewalks. 1st, 3rd and 4th Ave looks like 2nd Ave, speed bumps, need to curb cars, time is now to do that. [6:33:12 PM](#) Martinez, leadership value in Rebecca is big, look at situations when he looks at the budget, how efficient can we possibly be. What about making the Library more efficient by using the resiliency coordinator. [6:35:06 PM](#) Dawson, Idaho statute gives Library boards control over their budget. The city council cannot change anything in their budget, but can work with them in information exchange.

[6:36:17 PM](#) Linnet, approve bottom line budget. Generally like all the work done on this budget, biggest comment is to find the \$10,000 to fund the resiliency coordinator. No issue with the bottom line number at this time. Burke in accord with Linnet. Thea would like to find this and other money to improve bike / ped improvements. Burke, capital discussion is next. [6:40:01 PM](#) Thea, we need more money, somehow. There is not a lot to move around to fund bike / ped projects as it stands. [6:40:52 PM](#) Burke, everything with bike / ped takes an engineer, but that is a different discussion. If so, we don't do chip seal. To get money, apply for grants, must put on the capital projects list. [6:42:10 PM](#) Linnet, agree with Thea, there are a number of projects that will improve bike / ped, at this point, would like to tell PW, to come up with projects. But want to see a plan, not comfortable with that. [6:44:21 PM](#) Thea wants to hear from Brian Yeager.

Yeager, the Capital Improvement list is flexible. On some complex projects, River Street, attempted to populate it with planning money, try to get major infrastructure moving through the process. Airport way upgrades, come out of a future URA. To actually to projects like 2nd Ave, not a lot of cost to do this, a project like this, chip seal the road first and then stripe it. If council wants to prioritize projects, they would do this prioritizing. Yeager, 8th and bullion street improvements, if you don't want to see this project, then you put the project you want as a priority. [6:48:54 PM](#) Husbands agrees with Thea, don't want to see the money to pay for the Welcome sign, would like other streets to be striped like 2nd Ave.

[6:51:01 PM](#) Burke would like to go back to the bike discussion, would like to see more bikes and less cars. Staff understands that everything we do, heads in that way.

[6:52:47 PM](#) Martinez, agrees with Mayor Burke, would like to see more biking through our city. Would be helpful to see some pictures of examples. We have great opportunities in Hailey for outside activities. [6:54:27 PM](#) Husbands, more people are outside right now.

[6:55:04 PM](#) Burke, don't lose sight of, when we mature, things shift, how brave you feel walking on ice, at the post office. Part of your community will have a challenge getting around at some point, leave plenty ability to allow someone to use their wheelchair.

Public comments capital projects:

[6:56:40 PM](#) Burke asks for comments

[6:56:58 PM](#) Mike Shaughnessy comments, there are lots of places in the budget to find \$10,000 increases in salary for individuals, easy to find to lessen increase of another employee.

[6:59:09 PM](#) Simms, also, authorize letter to state for taxes.

Linnet happy with where we are now not to exceed. Want to allocate more money as discussed tonight. If we have surplus in future, feel more comfortable instead of not knowing where it is coming from.

[7:00:31 PM](#) Thea, likes the suggestion of salaries. If we are going to put projects on the ground. Burke responds to this comment, who will do the projects? These employees had a salary freeze for many years. We've done that and we lost people. Burke continues, she is Philosophically opposed, it is the worst thing we can do to our employees. I cannot help anyone else, people that we work with need to know that they are valued. [7:02:40 PM](#) Linnet we have the budget right now to pay our employees. We would be jumping the gun, to cut salaries, and lose people. That would cost us more than the 3% increase. At this time, want to prioritize keeping our personnel. Don't want to discuss this at this time, want to remain competitive and keep our employees.

[7:04:43 PM](#) Thea, a worthy conversation, worth our collective conversation. Husbands, agrees with Thea. [7:06:03 PM](#) Burke, we have the money to pay staff, want to protect the staff, grateful for council's input. Finding quality employees is difficult. We don't need to fall apart with our staff.

[7:07:13 PM](#) Dawson attempts to show a graphic to illustrate what Mayor Burke is stating. Dawson will email graphic out to council.

Need a motion to proceed.

[7:08:57 PM](#) **Thea moves to authorize mayor to sign letter to state, Husbands seconds, Linnet, yes. Martinez, yes. Thea, yes. Husbands, yes.**

Not to exceed budget, pg 158 of packet, all funds, \$12,728,166, not to exceed. [7:10:00 PM](#) **Linnet moves to approve not to exceed budget of \$12,728,166 , Thea seconds, Husbands, yes. Thea, yes. Martinez, yes. Linnet, yes.**

Dawson, we have accomplished our goal for tonight. Capital discussion in next meeting.

[7:11:55 PM](#) Thea, asks question about resiliency, will that show in next discussion. Husbands, can we discuss projects next time? [7:13:15 PM](#) Yeager interjects, propose a staff meeting with council members separately so that they can ask as many questions as they would like. Thea and Husbands would like that. Simms supportive of this suggestion.

NEW BUSINESS:

NB 296 Motion to approve (or deny) Resolution 2020-086, authorizing a contract for service with NAMI Wood River Valley to provide mental illness education, support and advocacy to residents of Hailey in exchange for credit of the park rental, special events and banner hanging fees incurred for outdoor events on city parks or streets. ACTION ITEM

[7:15:42 PM](#) NAMI, Dawson, this contract is in same spirit as the recently approved Hunger Coalition agreement.

[7:16:18 PM](#) **Motion to approve 2020-086, Thea with NAMI, seconded by Husbands, motion passed with roll call vote, Linnet, yes. Martinez, yes. Husbands, yes. Thea, yes.**

NB 297 Review and discussion of the final design for the Sunbeam Subdivision Phase I Park and Open Space, to be located on Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey ACTION ITEM

[7:17:22 PM](#) Horowitz, Ben Young, can do a quick presentation from his computer. Young shows his screen, where we left off, slight changes reviewed with Parks and Lands Board, key for tonight was to give an overview of the tweaks given to-date. And amenities and features, park design, added Horowitz. Parking lot highlighting in yellow, leave more land for park and allows for more expansion of parking lot into the phase 2 into the park, practical change. Existing Curtis Park parking lot remain, asks Linnet? Yes, it will remain, replies Young. Have mounded knoll for kids in the winter, can use soil from the project instead of hauling offsite. Bike path connectivity is still in plan. Connecting to Bullion is not a safe alternative, connection remains at Carbonate Street. Trees will go in around park in phase 1. Intersection to future Carbonate, funny shape in middle of plan. Gravel parking lot, 2 ADA stalls, with ramps, sidewalk and curb, 2 bike racks, ADA accessible bench overlooks intermediate playground. Working your way into the site, natural play area, other vegetation remains the same with exception of tree diversity after staff notes from a meeting. Have not specified the grass, getting

very close. Other technical developments, will be retrofitting the pump at Curtis Park, will be upgraded to serve both this park and Curtis Park, efficient use of the system. Also, in Parks and Lands board meeting will stub out water and sewer for future restrooms, along San Badger, something that will grow to the North. Upgrading amenities as we go as we can. [7:28:10 PM](#) Young will answer any questions.

[7:28:19 PM](#) Thea thanks Young for his presentation, what is acreage of phase 1 and then phase 2. Young estimates, 4 or 5 acres and 9 with phase 2 design. Applaud Young with design, likes the separate areas and nooks. Likes where the parking lot was moved to and encourages lots of uses.

[7:30:48 PM](#) Husbands, likes the idea of preparing for future restrooms and picnic tables, great diversity. Linnet gives a thumbs up.

Martinez, great design.

[7:31:58 PM](#) Young thanks council and mayor.

No action needed tonight.

STAFF REPORTS:

[7:32:58 PM](#) Steve England attended the NAMI event on Friday, crisis intervention training, fielded some questions, where to go from here. That Q&A went well.

Martinez, recognizes Thea and Linnet, NPR interview, spoke well and articulate. [7:34:17 PM](#)

[7:34:27 PM](#) Yeager, Airport Way will be getting Chip seal this summer will try to fill in some of the bumps, will overlay the whole thing in August.

Motion to adjourn [7:35:34 PM](#) made by Martinez, Thea seconds, Linnet, yes. Husbands, yes. Martinez, yes.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on July 27, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD JULY 27, 2020
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 Martha Burke. Present were Council members Heidi Husbands, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:30:38 PM](#) Mayor has roll call with council. Kaz Thea is not present

[5:31:12 PM](#) Call to order by Mayor Burke and asks for motion to amend agenda.

[5:31:57 PM](#) **Motion to adopt amended agenda for tonight's meeting adding CA 314 and Executive Session, seconded by Husbands, motion passed with roll call vote, Martinez, yes. Husbands, yes. Linnet, yes.**

Open session:

No public comments

CONSENT AGENDA:

[5:33:18 PM](#) **Linnet moved to approve all consent agenda items as presented Linnet, seconded by Husbands, motion passed with roll call vote. Linnet, yes. Husbands, yes. Martinez, yes.**

MAYOR'S REMARKS:

[5:33:59 PM](#) thanks to Brian Yeager and team for taking down 9 wind damaged trees in Lions Park. Yeager speaks, Dan in Street dept, James and Champ worked all day, a couple of trees in McKercher need trimming and other places. Going into chip seal season, balancing act to get it all done.

PUBLIC HEARINGS:

*PH 308 Consideration of a Final Plat Application by S.V. Flying Squirrels, LLC, represented by Bruce Smith of Alpine Enterprises Inc., to be located at 631 East Croy Street (Lots 1A and 2A, Quigley View Subdivision), to consist of eight (8) sublots, each unit comprising of approximately 555-574 square feet, which includes limited common areas ranging in size from 348 to 487 square feet. The total development comprises of 0.5 acres. This item was continued on the record from the July 13, 2020 public hearing. **To be continued on the record to August 10, 2020, ACTION ITEM***

[5:35:38 PM](#) **Motion to continue PH308 to Aug 10, meeting made by Martinez, seconded by Linnet, motion passed with roll call vote. Linnet, yes. Husbands, yes. Martinez, yes.**

PH 309 *Consideration of proposed amendments and a first reading of Ordinance No.____, an Ordinance amending the Hailey Municipal Code, Title 13, Public Services, Section 13.04.060, Cross Connections and Title 18, Mobility Design, Section 18.14, Standard Drawings, and read by title only* ACTION ITEM

[5:36:51 PM](#) Brian Yeager, periodically, PW updates the standard drawings, slowing moving over to Idaho Standards, to remove redundancies and changing backflow assembly.

[5:38:43 PM](#) no public comments

[5:39:25 PM](#) **Motion to adopt Ordinance No. 1264 conduct 1st Reading by title only, seconded by Martinez, Linnet, yes. Husbands, yes. Martinez, yes.**

[5:40:34 PM](#) **Mayor Burke conducts 1st Reading of Ordinance No. 1264 by title only.**

NEW BUSINESS:

NB 310 *Recommendation from the Hailey Arts and Historic Commission regarding a proposal from Michael Kraynick to relocate the Forest Service Warehouse Building to a lot located at 1770 Lear Lane (facing Airport West), Lot 1B, Block 3, Airport West Sub. #2. ACTION ITEM*

[5:42:55 PM](#) Lisa Horowitz, estimates to move \$270,000. Michael Kraynick stepped forward, this is the 6th such building that he's moved, willing to move it there on a temporary foundation and viewable by public. And open to agreement, basically making him whole on the moving costs if City wants to move at some point in the future. Open to an agreement with this spelled out.

[5:45:40 PM](#) Mayor Burke asks, can Kraynick use the building? Horowitz, not sure. Simms speaks, spoke with Kraynick this afternoon, that is his full intention. He does building projects and would like to think of creative uses, lots of road blocks. Kraynick, worried about the deadline, want the building moved by October 10th, don't want to delay again.

[5:47:44 PM](#) this is a gracious offer from Kraynick, can we sell it to him if he wants it in the future. Simms adds, all he wants is his costs back. He recognizes the importance and that it is temporary.

[5:48:56 PM](#) Linnet thanks Kraynick for offering this up right now. Husbands, agrees with Linnet, this is our best option.

Mayor Burke asks next steps? [5:49:54 PM](#) Horowitz suggests ask attorney,

[5:50:09 PM](#) **Linnet moves to accept this offer, Husbands seconds. Linnet, yes. Husbands, yes. Martinez, yes.**

NB 311 *Consideration of Resolution 2020-____, adopting a resiliency policy that prohibits the use of single-use plastics in city buildings, for city functions, meetings and events ACTION ITEM*

[5:51:03 PM](#) Dawson opens this item, Simms drafted this some months ago, in April, revisiting this again now. Staff comments attached, for your discussion and consideration, in cases of emergency scenes, outdoor working chip seal projects.

[5:52:44 PM](#) Burke was concerned about this in the beginning of Covid because we don't have a dishwasher. The intent is clear, we will not use single-use plastics. To Dawson's point, we need to have exceptions, asks council to discuss.

[5:54:04 PM](#) Martinez, not sure how to write it in but is open to this exception, with Covid, cannot share a cooler of water. Should we define just City Hall?

[5:55:29 PM](#) Simms has proposed language, suggests 2 action henceforth clause attachment, "single-use plastics...except when required due to exceptional circumstances for safety." Would leave it to department heads to decide.

[5:56:50 PM](#) Linnet, don't think this would apply to hot summer days. This does not require employees to stop buying on breaks but would stop the city from purchasing.

[5:58:07 PM](#) Dawson, could also consider a start day of September 1st.

[5:58:31 PM](#) Yeager, is there any opportunity to exempt Public Works, use many products in daily use. Linnet, thinks that would be okay. He doesn't know what would substitute for a 5 gallon bucket for oil storage. "if not a feasible alternative, okay" Linnet suggests, not sure how to add this in the Resolution.[6:00:24 PM](#) Husbands, agrees with Linnet. Effort to use[6:01:10 PM](#) Linnet specifies, focused around single-use drinks.

[6:01:40 PM](#) Simms can add additional language, "and when no reasonably... Dawson, building permits are issued in a plastic sleeve. [6:02:33 PM](#) Linnet, single-use plastics does not apply in these cases. Individual consumption plastics is what we want to eliminate.

[6:04:10 PM](#) Simms, can change definition here, [6:05:09 PM](#) add, plastics intended for disposal after a single-use." Or "one individual use" Linnet, "intended for individual use and then disposed"

[6:06:11 PM](#) **Linnet makes motion to approve Resolution 2020-88, with changes recommended on the record, seconded by Martinez. Linnet, yes. Husbands, yes. Martinez, yes.**

STAFF REPORTS:

[6:06:42 PM](#) Martinez is in Pocatello with the High School Baseball team.

[6:07:16 PM](#) Yeager, listen, process put oil on road, put down chips, let traffic embed rocks in oil, tend to get complaints during this period. Just letting council know.

[6:08:39 PM](#) Linnet listen, reached out to Greenberg cooperating with federal agencies

[6:09:25 PM](#) Horowitz, Thea sent examples of yard signs for social distancing and mask wearing. If anyone has any good sources, looking for places to get these made. [6:10:22 PM](#) Linnet proud of what we've done at the local level.

EXECUTIVE SESSION:

[6:11:42 PM](#) Simms, need a motion by council, log off, and then log in to exec. Session and then we reconvene this meeting.

[6:12:21 PM](#) **Linnet moves to go into Executive Session for Pending & Imminently Likely Litigation (IC 74-206(1)(f)), Martinez, seconds. Motion passed with roll call vote. Linnet, yes. Husbands. Yes. Martinez, yes.**

Mayor and council go into the Executive Session.[6:13:11 PM](#)

[6:48:19 PM](#) Mayor and council rejoin the regular gotomeeting session.

[6:48:38 PM](#) **Motion to adjourn made by Martinez, Husbands. Motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 10, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD AUGUST 10, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND THROUGH GOTOMEETING**

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

[5:30:07 PM](#) Mike Baledge gives fire update on Phillips fire near Fairfield. Fire held at about 2,000 acres. By tomorrow containment will get under control quickly. Ordering lots of resources in order to do that. There was a little damage to the ski mountain and one out building.

[5:32:45 PM](#) Martinez present Sam Linnet is not on call, Kaz and Heidi present

[5:33:22 PM](#) Call to order by Mayor Burke.

Open session:

[5:33:51 PM](#) No public comments.

CONSENT AGENDA:

- [CA 315](#) Motion to approve Resolution 2020-089 authorizing the Mayor to sign and accept a proposal for architect, engineering and design services from Ruscitto, Latham Blanton Architects (RLB) for the Hailey Fire Station project for a fee of \$28,000 **ACTION ITEM**
- [CA 316](#) Motion to approve Resolution 2020-090, authorizing the Mayor’s signature on an agreement with Idaho Lines & Signs for a lump sum amount of \$5,380.82, to provide striping services on Hailey streets after chip sealing is complete. **ACTION ITEM**
- [CA 317](#) Motion to approve Alcohol License Renewals **ACTION ITEM**
- [CA 318](#) Motion to approve claims for expenses incurred during the month of July, 2020, and claims for expenses due by contract in August, 2020 **ACTION ITEM**
- [CA 319](#) Motion to approve unaudited Treasurer’s report for July, 2020 **ACTION ITEM**.....

[5:34:34 PM](#) Husbands has a question on CA 316. Are we going to seal coat chip seal on River Street? Yeager, we might do part of River Street but not much of it. Husbands wants to close lanes and put in bike path along one side. Yeager, responds, we would do one down the middle.

[5:36:20 PM](#) **Thea moved to approve all consent agenda items, seconded by Husbands, motion passed unanimously. Thea, yes. Husbands, yes. Martinez, yes.**

MAYOR’S REMARKS:

[5:36:56 PM](#) Burke just recently toured the BCSD new facilities pump park and swimming pool. And presented Jim Keating with a “Key to the City” plaque.

PROCLAMATIONS AND PRESENTATIONS:

PP 320 Presentation by John Kurtz of the BLM regarding the Environmental Assessment of the Wood River Valley Recreation and Access Plan, and discussion of items for inclusion in a comment letter from the City of Hailey ACTION ITEM

[5:38:05 PM](#) John Kurtz to present. Horowitz makes John the presenter. With BLM, recreation planner with BLM, draft of Wood River recreation access plan, how we got to where we are and how it relates to the City of Hailey. Started our comment period on July 22 goes through August 21st, management plan, maps and KMZ files, takes you to Google Earth on BLM's eplanning website. Environmental Assessment, describes where to implement, how to implement, includes all other comments taken from all other planning processes in years past. Had 250 people involved in the past, Blaine County Commissioners, Hailey City, Bellevue City later tonight, BCRD, newspaper articles will run this week.

[5:44:04 PM](#) After comment period 8/21, will compile comments and anticipate decision in late September 2020. Preferred alternative, will review trails and restrictions. Shows juxtaposition of city of Hailey, over Quigley drainage. Looking at Quigley drainage, High School, access point in Old Cutters Park to Radio Tower Hill, and then by Keefer Park, main one in Quigley where BCRD property is now, trails on North aspect of slope. [5:47:02 PM](#) Keefer Park access, this drainage gulch up is where people park along the road sometimes, walk up old non passable road, we are proposing new access to Toe of the Hill trail and would connect to BCRD's trail. Will be people hiking and biking from Hailey, City would need to provide bathrooms or other improvements. One thing to consider as far as management of that trail. Class 1 Ebikes could use this trail as well as horseback riders. [5:49:54 PM](#) Thea asks, established trail head with parking, would BLM extend the trail if we expand. Horowitz, person can get from Keefer to the trail easily. Thea, do we just then need to add a sign on uses that are allowed. Kurtz, would work with Hailey to put out the proper signage and etiquette. Thea, asked how long is trail. Kurtz to get all the way to BCRD trailhead, about 3-4 miles. [5:52:35 PM](#) Kurtz talks about Old Cutters trail, in red, purple colors are in purple, would go up drainage and connect into Quigley pond or Quigley drainage. Orange color trail, non-mechanized trail only. Would need to make sure the sign at base of hill would be clear on what is allowed on trails. To minimize impacts, would incorporate building trails on City property, would be required for trail to be installed. Thea asked if that was Hangman's Gulch, Kurtz, confirmed yes. Kurtz, the trail in red would be closed. On BLM, if there was a trail, could ride a motorcycle, by closing and rerouting it, would limit motorcycle ability, encourage people to use new trail, would not maintain the trail at the bottom. [5:57:10 PM](#) Thea, uses this trail a lot, many different ways to get there, spur trails to get into Hangman's Gulch. Kurtz, thinks Thea is right, most are on City property, would be happy to work with City to figure out the best approach, with signage and to reduce this as much as possible. Kurtz shows a Google Earth screenshot. Horowitz, answers, yes it will go all the way up to the Quigley Pond. Kurtz shows Thea how you would get there. [6:01:17 PM](#) Kurtz looks forward to working with the City on these areas, great opportunity. Kurtz shows trail that BCRD pointed out in their comments. ON alternative B, not the one he was just discussing, would have been open to motorcycles, contours the ridgeline to Patterson Peak, make a handful turns and switchbacks, not in preferred alternative D. Horowitz, why is it not in D. Kurtz, Alternative B was most enhancement trails another 30 more miles of trail. Does not mean that it may not be chosen if deemed necessary. Idea to include comments on including on trail versus another. On

this one it is 883a trail, comment on it if you choose to. Or describe as best you can in writing, when making your comments. Seasonal restrictions component, [6:05:59 PM](#) over the snow vehicles, snow mobiles, bright green color, annual seasonal restrictions, Jan through April can't ride in these areas. Would have to stay on road. Conditional closures, lighter green colors, to try to minimize impacts to wildlife, conditional to seasonal snow patterns. WE can only close BLM land, would have to work with municipalities on their access and coordinated closures. Burke asks if BLM was involved in the joint Resolution later in this meeting? Kurtz, were involved but mostly led by municipalities. Horowitz asked Kurtz to talk about Kelly Gulch. [6:12:16 PM](#) Croy creek trail head , Rotarun ski hill, Red elephant, then Kelly Creek and then Kelly Gulch, Hidden valley trail motorized trail would go into, proposed camp sites, first part of road goes through private property before BLM, have legal access to Kelly Gulch, would have 9 proposed camp sites, 7 are being utilized already in some way now. Would try to manage more formally the use, would install a toilet too. [6:14:38 PM](#) Thea are there trails there now? Motorized community rides there now, most people don't understand that most of their riding is on private property not BLM. By building these, would have designated system. [6:16:21 PM](#) Horowitz speaks, would be a good opportunity to have close camping to Hailey. Thea asks what the green trail is? Kurtz, that is the county line old road up from Willow Creek. Thea asks, what is red, Kurtz, existing trails which would be rerouted, closed to motorized vehicles and trails rehabilitated. [6:18:11 PM](#) Husbands, thanks Kurtz. Agrees with Thea, want to keep people to certain access points, thanks Kurtz for the presentation. [6:19:12 PM](#) Thea, purple trail is on option B? This trail is only on option D, another opportunity to blend comments. Would be a 5-mile loop, good for runners/hikers, blended decisions. Kurtz is happy to answer any follow up questions and look forward to implementation.

APPOINTMENTS AND AWARDS:

AA 321 *Motion to approve Resolution 2020-____, appointing Kitty Miner to the Hailey Parks & Lands Board to fill the term vacated by Sara Gress, which expires December 2021 ACTION ITEM*

[6:21:47 PM](#) Mayor Burke, Kitty Minor has expressed interest in Parks and Lands Board, thanks Sara Gress for her service.

[6:23:15 PM](#) **Motion to approve Resolution 2020-091 appointing Kitty Minor made by Martinez, seconded by Thea, motion passed with roll call vote. Martinez, yes. Thea, yes. Husbands, yes.**

PUBLIC HEARINGS:

PH 322 *Joint Resolution - Wood River Valley Wildlife Smart Community Coalition Resolution, supporting education and efforts to promote safe living around wildlife within the City of Hailey. ACTION ITEM*

[6:24:33 PM](#) Dawson can speak to this, spoke with Terry last week, this does not require a City Resolution number, designed to amplify, promoting safe living for wildlife within the City of Hailey. [6:26:09 PM](#) Thea is on this committee, not sure if I should vote on this or not. Idea is to educate and know our responsibility to keep wildlife safe near our community.

[6:27:32 PM](#) Public comments: Nancy Linscott, 320 Apache Drive, in looking at this item, wanted to offer that she supports this resolution, suggest that we take it beyond and adopt wildlife policies and annexation. Implement barbed wire removal around. Increased pressure of our use, when wildlife cannot escape. Has cut lots of barbed wire out Quigley to protect wildlife. Encourage tangible policy.

[6:30:42 PM](#) Terry joined the call.

Council deliberation. Thea asks for statements for Terry.

[6:31:42 PM](#) Terry Washburn with Idaho Fish and Game speaks, he has been working with communities in Wood River Valley to improve human / wildlife conflicts. We feel strongly, if we can increase education, can euthanize less wildlife, this is a first good step in that direction, look forward to working with everyone to reduce these conflicts.

[6:34:09 PM](#) Martinez, wants to hear about programming or newsletter outreach. Terry Washburn, responds, not sure where we were going in January, since then have submitted 2 grants, a little over \$8,000, where residents and visitors can make changes around their home to discourage conflicts, by removing day beds, so that mountain lions aren't encouraged to use them. Another grant for \$25,000, Blaine County, Wood River Valley Community based education is their number one priority. One concern over the years, is garbage, looking at some options with Clear Creek, bear proof trash can transition will be expensive, all come with funding needs.

[6:37:39 PM](#) **Martinez moves to approve Joint Resolution, Thea seconds**, want to have a volunteer day to get rid of barbed wire. Husbands, wants something in the Hailey newsletter to be cautious with wildlife and a talk at the Library and with Community Library as fall and winter approaches. [6:40:15 PM](#) Burke, doesn't hurt to bring this up every now and then. Thea, working with Sage school on project, lots of students interested in moving some of these items forward. **Motion passed with roll call vote. Martinez, yes. Thea, yes. Husbands, yes.**

*PH 323 Consideration of a Final Plat Application by S.V. Flying Squirrels, LLC, represented by Bruce Smith of Alpine Enterprises Inc., to be located at 631 East Croy Street (Lots 1A and 2A, Quigley View Subdivision), to consist of eight (8) sublots, each unit comprising of approximately 555-574 square feet, which includes limited common areas ranging in size from 348 to 487 square feet. The total development comprises of 0.5 acres. This item was continued on the record from the July 13 and July 27, 2020 Council meetings. **ACTION ITEM**.....*

[6:42:23 PM](#) Horowitz discusses this item. These are existing units in Hailey, condominium approved prior, now wants to convert to townhouses, applicant is present on call, Walt Femling.

[6:43:33 PM](#) so much easier for 1st time homebuyers if they are townhouses, to keep our affordable housing. Have done things that were asked by Jim Lynch, the building inspector. Lynch has signed off on it, completed the items he requested.

Public comments: [6:45:33 PM](#) there are none.

Council deliberation. [6:45:47 PM](#) Thea, when will this be complete? A one day thing to put up the foil on order, when we receive this. Horowitz, will not sign plat until this is done, hope that council would approve now.

[6:46:52 PM](#) Martinez, nice to have everyone on the call, Sam Linnet was excited about this.

[6:47:21 PM](#) **Thea moves to approve Final Plat won't sign until complete, Martinez seconds. Martinez, yes. Husbands, yes. Thea, yes.**

PH 324 Public Hearing on proposed FY 2021 Budget, with consideration of operations and capital budgets for current year appropriations. ACTION ITEM

[6:48:33 PM](#). Dawson will open and hand off to B. Stokes for any comments she wants to add. This has been noticed. No decisions tonight. Take comments on property tax topic. We sent the letter to the state. If we got money from State, then the funds would be less than what we've collected this year, have not gotten final numbers yet though. There have been a few changes to the budget, modestly changed the Capital Improvement Plan, left Welcome to Hailey sign funded, DIF advisory committee, thinks we should but our electricity in the sign that is there in place. Funded resiliency coordinator, plus benefits, same person does flood plain coordination.

[6:52:43 PM](#) Becky Stokes, there is a phone call on Friday, to discuss the property tax funding, going dual path, it has been evolving.

[6:53:27 PM](#) Dawson reminds council and public, taxes will go down, Rodeo bond is paid off, taxes will go down because of this. Will answer any questions.

[6:54:15 PM](#) public comments, there are none.

Council deliberation

[6:54:55 PM](#) Martinez, wants to go the dual path, see where this plays out. Seems like state was hoping one thing but not talking about it. Eager to see how this plays out. Our property tax is fair to the services.

[6:55:56 PM](#) Burke agrees, need to see how this unfolds. Thea, what is the timeline. Dawson, will find out next week. Council last opportunity, 8/24. Staff will push state to give us information so that council can make informed decision.

[6:57:11 PM](#) Brian Yeager will present CIP, capital projects list is displayed, staff has met with council members to understand their priorities. Development Impact Committee has met and suggested their priorities, shown in documents. Have added light green, bike/pedestrian improvements. In medium blue, welcome sign, reduced to \$7,500 from \$10,000, to continue to get lighting on this sign and for council's discussion. Lights, \$0. Forest Service relocation, \$15,000, Horowitz will discuss this later. Light green, and Balmoral Park [7:01:31 PM](#) asks

Horowitz to give update. Christopher Simms, party has expressed concern about getting buildings moved by Oct 10th, deadline.

[7:03:04 PM](#) Burke hopes that we could store sheep wagons at McKercher Park, if we could reconstruct the forest service buildings and could fit in that piece of property. For any public purpose, would have to be improved and expensive that no one can afford to do, Harry Weekes alluded to this. Burke, this would be wrong of us to spend \$500,000 and not be able to use it. Use it to fullest extent.

[7:05:42 PM](#) Thea, what would we do? Remove part of building? Burke, it would be reinforced for structural reasons, and make sure the exterior looks like it does now. Burke, right now, running out of places to put it. Will be presented to Arts Commission next week. Would prefer to use materials and reconstitute and rebuild. [7:07:25 PM](#) Horowitz, can speak to Architect.

Simms, doors, deconstruction and possible reconstruction later. Thea likes this direction. Husbands likes the idea of salvaging the doors, asks what about the school construction group, great community project, school and district would probably like to do this.

[7:09:28 PM](#) Burke suggests, open discussion, prefer to deconstruct building, use parts in future. Thea, don't have budget to move it. Use doors and create a useable project. Husbands, suggests take pictures of the building so that we remember it.

[7:11:54 PM](#) Martinez, can we use part of salvage to make trailhead in the future? Horowitz, spent \$8,000, how much want staff to spend? Thea, says \$2,000. It will be on the city to get any supplies. Yeager, saving doors is relatively inexpensive, but Architectural salvage, would be too expensive. [7:14:19 PM](#) Yeager, do we keep \$15,000 or do we change the amounts? Burke, asks, what do you suggest? Yeager, keep \$2,500, eliminate revenue balance to another item, rebalance funding. [7:15:36 PM](#) Horowitz, Bundy is looking into a solar solution for less than \$7,500. [7:16:09 PM](#) Yeager Balmoral scooter park, anticipate lengthy funding in winter.

Public comments: [7:16:44 PM](#) no public comments

Dawson, no action needed tonight.

PH 325 Public Hearing and potential adoption of Ordinance No. 1263, extending the current rubbish franchise ordinance through May 11, 2021 ACTION ITEM

[7:17:52 PM](#) Dawson speaks to this item, we are extending our current rubbish franchise ordinance through May 11, 2021. Dawson addresses this item, simple extension, to coordinate with Ketchum to gain efficiencies with Clear Creek Disposal. Take public comments, deliberation, recommend motion if you choose to approve it, conduct 1st reading. [7:19:36 PM](#) Husbands, what is being discussed, it is a 2 page checklist. Horowitz, curbside composting is part of it, garbage truck fuel, take back to respective councils to determine city priorities. Thea is this related to Biosolids and composting? Yeager, no it does not have anything to do with this agreement. [7:21:09 PM](#) Martinez, simple extension of what we have, right? Yes, correct.

Horowitz, yes making progress, very involved conversations. Burke want to make this the best possible.

Public comments. [7:22:17 PM](#) no public comments.

[7:22:56 PM](#) Thea, are we working with other cities or county? Burke, only Ketchum for now. Dawson, we did reach out to Bellevue and Blaine County, they do not have franchise agreements.

[7:23:55 PM](#) **Martinez, moves to approve Ordinance No. 1263, read by title only, motion passed with roll call vote, Thea seconds, Martinez, yes, Thea, yes. Husbands, yes.**

[7:24:30 PM](#) **Burke conducts 1st Reading of Ordinance No. 1263, by title only.**

NEW BUSINESS:

NB 326 Consideration of Resolution 2020-___, approving changes to two transit stop locations proposed by Mountain Rides pursuant to Title 10.08.030 ACTION ITEM

[7:25:43 PM](#) Horowitz opens, have Wally Morgus and Ben on call, move from Main and Maple to Chestnut street, closer to safe routes to school and less conflicts to businesses. And add bus stop, relocation of bus stop behind movie Theater, across from Silver River Living, won't allow for passing lanes, turn over to Wally and Ben.

[7:27:57 PM](#) we are going to move the stop away from the business that just went in, to reduce conflicts from this business, Hailey Auto Clinic and even Pawn Shop. It works well with DL Evans stop going South bound, will be safer for everyone. The other stop, in front of Marriot Hotel, expect more riders from hotel once it is up and running.

Thea, this makes sense.

[7:30:29 PM](#) There is a Resolution, the number is going to be 2020-092, **Martinez moves to approve Resolution 2020-092 for the bus stops, authorize Mayor's signature, Thea seconds, motion passed with roll call vote. Martinez, yes. Thea, yes. Husbands, yes.**

OLD BUSINESS:

OB 327 2nd Reading of Ordinance No. 1264, amending the Hailey Municipal Code, Title 13, Public Services, Section 13.04.060, Cross Connections and Title 18, Mobility Design, Section 18.14, Standard Drawings, and read by title only ACTION ITEM

[7:32:30 PM](#) **Mayor Burke conducts 2nd Reading of Ordinance No. 1264, by title only.**

OB 328 Update on Forest Service Park Warehouse Building ACTION ITEM

[7:34:20 PM](#) we covered this under the budget discussion, Horowitz updated Mayor Burke.

STAFF REPORTS:

[7:34:44 PM](#) Yeager, next chip seal will be Sunday and Monday and then cleaning up the remainder of the week.

[7:35:09 PM](#) Thea, question about the Main street tree that fell? Why, not enough space at Sun Valley Cleaners? Yeager, the tree, thought was wind damage. Not sure if car hit the tree, looks like it though, no incident report. Left a good portion of the stump, have challenges with nearby utilities. Thea has another question, speed bumps on Quigley Road, have had several comments on this topic. [7:37:43 PM](#) Steve England responds to this question, had 2 speed complaints, sent a couple of officers out there, not many speeding cars, were there many hours. Maybe we can put speed measurement? Thea, to and from school or lunch time. [7:39:33 PM](#) Yeager, there are several streets where we get complaints. We need to strategically place deterrents. We resist speed humps for operational reasons, snow removal. 1st resort is to send HPD to identify the problem unless we find a problem.

[7:42:56 PM](#) **Motion to adjourn made by Martinez, Thea seconds, motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 24, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD AUGUST 24, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at _____ P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:30:15 PM](#) Roll call of council,

[5:33:39 PM](#) call to order by Mayor asking for motion to amend agenda

[5:33:49 PM](#) Thea moves to amend agenda adding late items CA 351-CA353 and NB 344, seconded by Martinez. Motion passed with roll call vote. Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.

[5:34:27 PM](#) Mayor Burke asks for any comments not on the agenda.

Public comments:

[5:34:49 PM](#) Judd Mortenson with PBR is present, Mayor Burke will have this item pulled for discussion.

CONSENT AGENDA:

- [CA 330](#) Motion to ratify a letter from the Mayor to the National Park Service in support of historic adaptive re-use of the Old Rialto Hotel **ACTION ITEM**.....
- ~~[CA 331](#) Motion to ratify a letter from the Mayor to the BLM regarding the comments on the Environmental Assessment of the Wood River Valley Recreation and Access Plan **ACTION ITEM**~~
- [CA 332](#) Motion to authorize Mayor to sign grant close-out documents, including final acknowledgement that all grant payments have been received in full, for FEMA reimbursements for flood damage in 2017 Della area flooding. **ACTION ITEM**.....
- [CA 333](#) Motion to approve Resolution 2020-93, authorizing the Mayor’s signature on an agreement with Assessment and Compliance Services to perform Asbestos sampling at the Hailey Fire Station 617 S. 3rd Ave. for an hourly rate as set out in the agreement **ACTION ITEM**.....
- ~~[CA 334](#) Motion to approve Resolution 2020-94, authorizing the Mayor’s signature on an application to place water right number 37-22019 into the Water Supply Bank. **ACTION ITEM**.....~~
- ~~[*CA 351](#) Motion to authorize the Mayor to sign the updated Findings of Fact, Conclusions of Law and Decision regarding a Planned Unit Development (PUD) Application by ARCH Community Housing Trust on behalf of Blaine County on the former Blaine Manor site. The PUD is to construct two multi-family housing buildings, one Senior Community Housing Building, and one Family Community Housing Building. This update is to clarify that only one (1) market rate managers unit is needed, versus two (2) as originally proposed **ACTION ITEM**~~
- ~~[*CA 352](#) Motion to authorize the Mayor to sign the updated Findings of the PUD Development Agreement regarding a Planned Unit Development (PUD) Application by ARCH Community Housing Trust on behalf of Blaine County on the former Blaine Manor site. This is to clarify that only one (1) market rate managers unit is~~

needed, versus two (2) as originally proposed; to clarify that the property has been deeded to IHFA; and to clarify the limited partnership arrangement between ARCH and The Housing Company ACTION ITEM.....

~~*CA 353~~ Motion to approve Resolution 2020-99, authorizing a Termination and Release Agreement which releases and terminates the April 17, 2012 Development Agreement between Blaine County and the City of Hailey ACTION ITEM.....

CA 335 Motion to approve Resolution 2020-95, authorizing the Mayor’s signature on the Sales Invoice with Western States CAT, for purchase of a 750kw generator for the Wastewater Treatment Plant. ACTION ITEM

CA 336 Motion to approve Resolution 2020-96, authorizing the Mayor to sign a Cooperative Agreement with the Idaho Transportation Department, for work including upgrading handicap ramps at locations indicated on Exhibit A ACTION ITEM

CA 337 Motion to approve Resolution 2020-97 authorizing the Mayor to sign a Water Use Fee Agreement with Marathon Partners, LLC, for municipal water usage associated with public infrastructure construction and dust abatement related to Sunbeam Subdivision Planned Unit Development ACTION ITEM

~~CA 338~~ Motion to approve Resolution 2020-98, authorizing Arena Use Application and Agreement for Professional Bull Riding rodeo to be held on September 26, 2020 ACTION ITEM.....

CA 339 Motion to approve Alcohol License Renewals ACTION ITEM

CA 340 Motion to approve claims for expenses incurred during the month of July, 2020, and claims for expenses due by contract in August, 2020 ACTION ITEM

5:35:44 PM Mayor pulls CA338, CA 351 pulled by Husbands, CA 351 and CA 353, CA 331 is also pulled, CA 334 pulled by Martinez

5:36:48 PM **Martinez moved to approve all consent agenda items minus CA 331, CA 334, CA 338, CA 351, CA 352 and CA 353, seconded by Thea, motion passed with roll call vote. Martinez, yes. Linnet, yes. Thea, yes. Husbands, yes.**

CA 331 5:37:38 PM Linnet pulled this item, he wants to see motorized path, happy with trails has concerns doesn’t allow motorized use, Quigley Canyon and Slaughterhouse does not allow motorized use, but is comfortable with this. Don’t see a huge downside to this use. Wants to hear what other council members think and maybe amend the letter. 5:40:13 PM Lisa Horowitz announced that John Kurtz with BLM is on the call. Mayor Burke, asks, John Kurtz to comment on this. The one thing we are seeing is that the exit is next to City of Bellevue property. Only way to accommodate this is to connect way back on the trail. Linnet, clarifies, no exit on BLM. Kurtz, exit is next to land owned by City of Bellevue. City of Bellevue does not want to permit this access. Mayor Burke, we honor Bellevue’s wishes, and send the letter as is without changes. Linnet is okay, wasn’t aware of Bellevue’s stance. 5:43:12 PM Thea asks a question about the Environmental Assessment. Kurtz, confirms, want to have trails 100% on BLM property. 5:44:06 PM Horowitz, Ken Lagergren submitted comments on the BLM, increase of law enforcement on BLM property, will not increase our Hailey law enforcement efforts.

5:44:51 PM **Linnet, moves to approve CA 331, Martinez seconds. Motion passed with roll call vote. Husbands, yes. Martinez, yes. Linnet, yes. Thea, yes.**

CA 334 5:45:14 PM Martinez wants explanation, Yeager can answer question. This water right was acquired quite awhile ago, part of it is being used by school district, this is to protect it from forfeiture, prevents them from foreclosing on us in the future.

[5:47:04 PM](#) **Martinez moves to approve CA 334, Husbands, seconds, Motion passed with roll call vote. Husbands, yes. Martinez, yes. Linnet, yes. Thea, yes.**

CA 351 - [5:47:43 PM](#) Horowitz, these items were approved by council but changes to the documents were requested by title company and loaning agency. [5:48:34 PM](#) Michelle Griffith, thanks staff with putting this on the agenda so quickly. Thought needed 1 manager unit in each building, now know we can have an agreement with other building, [5:49:34 PM](#) Husbands, wants another manager unit in that building, feels that 2 managers. [5:50:09 PM](#) Griffith, this is the only way this will work, we cannot cash flow 2 managers. Griffith explains the process, underwriting gave feedback on the proforma, have to go with the way the underwriters say. [5:52:41 PM](#) listen

[5:54:28 PM](#) **Linnet moves to approve CA 351, CA 352 and CA 353, seconded by Martinez, Thea, yes. Linnet yes. Husbands, nay. Martinez, yes.**

CA 338 – PBR Judd Mortenson, PBR event producer is on the phone. Julie is on the phone as well. Adds, Julie, protocol, of [5:56:53 PM](#) industry professionals have implemented this plan, have attended quite a few of these events this year and they have gone well, feel this is something that could go well in Hailey. [5:57:41 PM](#) Thea asks, is 1,100 maximum number of attendees? Mortenson, capacity of arena is 3,800. We are looking at 50% capacity, max. of 1,100. Social distancing, recommended, Thea believes it should be “required” Julie, responded, we are happy to tighten up the language. This would be on site management. [6:00:32 PM](#) Linnet is proud of how our community is now compared to the State. Looks to language, appreciates guidelines, don’t feel comfortable with this, first emergency session with legislature, citizens broke doors down, were not wearing masks. Linnet, there are no real good options, have misgivings about approving now. [6:02:50 PM](#) Husbands, concurs with Linnet, with school starting, hopefully we can stay open for 1 month. Doesn’t think this event should happen this year welcome them next year. [6:03:38 PM](#) Thea, is also quite hesitant to approve, even though it is in an open air arena. [6:05:00 PM](#) Martinez, wants to pursued council members to change their mind. We had the 4th of July parade, it went well. Wants to hear from the applicant, on rebuttal, we have the ability to put on an event safely and that people can enjoy. [6:06:44 PM](#) Mayor Burke, don’t need rebuttal, other states have used this plan, we are in a different situation in Idaho. Hope they can come back next year.

[6:08:03 PM](#) Linnet, feel more comfortable if Health District and doctors and EMS were consulted and gave it their approval. For this and future events. [6:09:11 PM](#) Thea, feels public would think we were not be.

[6:09:30 PM](#) **Linnet makes motion to deny, Thea seconds, motion passed with roll call vote. Husbands, yes. Linnet, yes. Thea, yes. Martinez, no.**

PUBLIC HEARINGS:

PH 341 Consideration of a Preliminary Plat Subdivision Application (Phase II) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase II of Block 2 is subdivided into 14 sublots consisting of: two (2), ten-

*unit condominiums and four (4), three-plex townhomes, for a total of 32 residential units. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District **ACTION ITEM***

There was a noticing error on this item, Horowitz explains, we will renote this item for future agenda.

PH 342 Consideration of FY 2021 Budget, with motions on:

- Ordinance No. 1265, Hailey's annual appropriation ordinance setting expenditures of \$12,728,166 for fiscal year 2021, with first reading by title only **ACTION ITEM**; and
- L2 Property Tax Certification Form, with consideration of whether to certify a 3% increase in taxes or, alternatively, to certify Hailey's annual levy using the Governors Public Safety Grant Initiative (GPSGI) to reduce the amount of property tax levied **ACTION ITEM**; and

Consideration of setting a special meeting to take public hearing on a Resolution declaring foregone property taxes for potential use in a future year **ACTION ITEM**

[6:12:06 PM](#) Horowitz mentioned that Scott is present for NB 344.

[6:13:06 PM](#) PH 342, budget, Horowitz, recommend that we approach it in order of the Agenda Item Summary, the appropriation ordinance no. 1265 is the first item for discussion. Dawson, shares her screen for council to view.

Public comments:

[6:16:43 PM](#) Dawson received 2 emails today and forwarded to council, asking for us to fund a sustainability coordinator, Ken Lagergren, encourages us to take climate change seriously and find funds for a sustainability manager, from Ginna Lagergren. Second email is from Gaston Zuain, [6:18:54 PM](#) supports the sustainability effort as long as it does not compromise the Hailey coordinator position. Dawson points out that this funding is not identified in our appropriation ordinance.

No public comments.

[6:20:02 PM](#) reopen public comments.

[6:20:39 PM](#) no public comments.

[6:20:50 PM](#) Thea, what was the final number for the Chamber of Commerce? Can we secure more money in the sustainability direction? Dawson points to document shown on her screen, this current year \$70,000? Budgeted, next year \$67,000, reduction of 4%.

[6:23:08 PM](#) Mayor Burke, asks Horowitz, to share thoughts on in-kind resources. Water smarty ideas. If we cannot afford at that level can offer staff expertise on issues going forward. Dawson, \$20,000 per year, 20 hours per month plus benefits. The joint coordinator, looking at \$120,000 funded position, county \$40,000 offers, if Hailey opts in at \$40,000 that would have the funding. How this opportunity would be finalized, not specified, we can support through

personal man power in place of the monetary difference. [6:26:41 PM](#) Horowitz, it would be a step backwards if we funded a regional position, would not want to lose traction. Mayor Burke, does not want to lose ground. [6:27:29 PM](#) Husbands, would Bellevue contribute? Dawson, Bellevue and Sun Valley have not shown interests, but don't know for sure. [6:28:08 PM](#) Thea, who provides funding to the Chamber besides Hailey city. Idaho Tourism Grant largely supports the Chamber. Hailey supports through LOT funding and then Chamber memberships. Do other cities provide funding? [6:29:00 PM](#) Mike McKenna, all cities are Chamber members, we don't have that with other cities. Other cities pay with membership dues. McKenna, have been discussing partnering with the Sun Valley marketing and city funding. [6:30:49 PM](#) Mayor Burke, Ketchum probably won't be contributing since they are cutting their marketing funding. Husbands asks if we can take money from the Chamber to give to that cause. Mayor Burke, won't support this idea. [6:32:26 PM](#) How do you feel about professional services and then next year put money in the Sustainability pot. Linnet, do we need to decide today for next year? Linnet, would like more time to think about this option, likes having Hailey have their own resource, happy with where we are.

[6:34:04 PM](#) Mayor Burke back to the Ordinance, **Linnet moves to approve Ordinance No. 1265 \$12,728,166, conduct first reading by title only, seconded by Thea. Motion passed with roll call vote. Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.**

[6:35:01 PM](#) **Mayor Burke conducts 1st Reading of Ordinance No. 1265, \$12,728,166 by title only.**

[6:36:01 PM](#) Part 2 of budget, Dawson discusses the property taxes options, she shows budget lines regarding property taxes, decrease from 15% and 9%, \$2,783, requested in the L2, option 1. Option 2 is more complicated, listen, reduction is \$513,000, upsetting our bottom line, reimbursement from state, state sales tax 15% reduction. We would only get \$513,000 from the state.

Question from council. [6:41:02 PM](#) Thea, if we choose this option, are we sure the money will come in and happen seamlessly. [6:41:23 PM](#) Christopher Simms, challenge, maybe hear from Treasurer. On these options. [6:41:54 PM](#) Becky Stokes, asks to look at the worksheet 2nd page of the L2, bottom, allowed 3% expense reimbursement. They have not decided, it will not be more than \$19,000? This has been an interesting process, it is like a loan, it is paid back to them by way of a property tax reduction is funds to the City. It is not a gift as it might have seemed like. Stokes in December we would receive the funds, then we would not get the full amount of our property taxes, that is how we "pay it back to the state," [6:44:32 PM](#) the property owner would pay less in taxes, Dawson explains. [6:45:41 PM](#) Stokes explains. Simms adds, we would derive \$45,000 more in option 1, no jeopardize in lawsuit. The basis of the lawsuit, money given by CARES act, not intended to be replacement revenue, well founded arguments. Share similar concerns, governors and attorney generals offices disagree. Also take note from local experts, see approx. \$30 extra for a \$500,000 assessed value, subject to future years of recapture. [6:48:32 PM](#) Linnet asks question, the following year if we select option 2, could we raise property taxes by 6% the next year? Stokes responds, you can increase 6% that year. [6:50:13 PM](#) Simms, paying all of one's emergency services payroll as if all related to COvid, when not directly related to

COVID. Status on lawsuit? Simms, it has been sitting on the magistrates' desk since early August.

Public comments: [6:51:43 PM](#) none.

[6:52:22 PM](#) Thea, asks Simms to expand on comment regarding COVID. Simms, the actual use of these funds should be for public safety. If we were able to use this money, could recover funds? Our governor's office explains why they think this is lawful. [6:54:57 PM](#) Husbands, what city's are opting in to this? [6:55:48 PM](#) Linnet, Boise and treasure valley tax issues. It seems like a political move. When he looks at benefits to City and property owners is small. A lot of people who need tax break won't get it because they don't own property. We have taken the 3% increase for over a decade, impact is \$30 to \$500,000. With the pending litigation, one option looks like not great benefits, the other uncertain benefits with the lawsuits. Haven't been persuaded to see benefits for going down this path. [6:59:11 PM](#) Thea, how many people are owners/renters. Linnet, percentage of taxable property value, most expensive property. Renters get zero benefit. As an owner, fine with paying more to keep. Horowitz reads tenant numbers, 1,000 renters in Hailey. [7:00:50 PM](#) Husbands would like to help some way. [7:02:29 PM](#) Thea, we should be clear on why we make whatever decision we make. Feels that this is not enough relief to go with either option. [7:03:09 PM](#) Mayor Burke, asks Dawson, if council chooses to go without the program, would help to send letter, and describe what programs might benefit our community, at least 5 departments that could use additional staff. If we could get a grant, to help employ more staff, would help our unemployment rates. [7:04:49 PM](#) Linnet asks Dawson and Burke, is there any way to earmark some of revenue on option 1, help individuals directly. [7:06:12 PM](#) Thea comments on ??? collecting money for that reason. Dawson don't know about the legality of that type of program. Linnet likes option 2, but doesn't see that much benefit for our community. [7:07:54 PM](#) Martinez, is a renter, simple is better, litigation, take a pass on that. Husbands comments, Martinez sees her point, [7:09:34 PM](#) Thea, writing a resolution the following year, would have to hit people harder with higher taxes because we cannot balance our budget. [7:10:29 PM](#) Mayor Burke it is a hard question. Linnet, important to understand tax increases., this is the city's main source of revenue the 3% property tax increase annually. This is why previous councils have done this in the past. [7:12:20 PM](#) Husbands, what about only raising 2% now? [7:12:41 PM](#) Dawson responds, if you take anything less than 3%, resolution to collect uncollected "foregone" amount, collect it latter, can increase taxes in later year. This year, city must do resolution this year, can notice meeting on Sept 3, 2020. Cannot do it tonight. [7:14:33 PM](#) Simms, we cannot opt in to governor's plan with partial opting in. [7:15:34 PM](#) Mayor Burke, we may not be out of COVID next year. [7:16:41 PM](#) Linnet do responsible thing and keep 3% this year, have conversation later if things get worse. Mayor Burke agrees with Linnet.

[7:17:17 PM](#) Linnet moves to approve L2 in option 1, 3% increase, seconded by Martinez. Motion passed with roll call vote. Husbands, no. Thea, yes. Linnet, yes. Martinez, yes.

[7:18:17 PM](#) Thea asks that our newsletter speaks to this difficult decision, feel this is the best way forward, and state program is too risky. Mayor Burke, agrees with Thea. Thanks council and grateful for their input and hope our decision is the right one.

Mayor Burke moves west meadows NB item next for discussion.

NB 344 *Consideration of bids for West Meadows Drive and approval of Resolution 2020-____, authorizing the Mayor to sign Notice to Proceed and contract documents to the lowest bidder (documents in packet) ACTION ITEM*

[7:20:18 PM](#) Yeager opens with this item. Approximate 320 linear foot of water main, parallel lines into Northridge, can improve water pressure by **????**psi. this is one of the 3 components, Galena Engineering drafted this bid, received 2 bids B&G Dirtworks, Scott Gointendia, B&G Dirt Works propose accepting their bid, name contractor and amount in motion language.

Questions for Yeager, none.

[7:22:45 PM](#) **Thea moves to approve Resolution, 2020-98 , no public comments,**

[7:24:16 PM](#) **Thea moves to approve resolution 2020-98 B&g \$145,852 provide construction services, seconded by Martinez?, Husbands, first.**

Mayor changed agenda order to mural on Jane's for discussion next.

NB 345 *Consideration of the Hailey Arts and Historic Preservation Commission's recommended Artists for a mural on the south wall of Jane's Artifacts and motion to adopt Resolution 2020-_____, authorizing the Mayor's signature on an agreement between the City of Hailey, Jane Drussel of Jane's Artifacts and the WRHS W.A.T.E.R. Club and Hailey Climate Action Coalition, for installation and terms pertaining to mural to be located at 106 South Main Street. ACTION ITEM*

[7:26:42 PM](#) Horowitz gives overview of this item, to put Mural on South side of Jane's artifacts building. The Arts and Historic Preservation Commission, explains intent of imagery and mural. Elizabeth Jeffrey, introduces Audrey, Audrey speaks, creativity, reminder to our citizens of the beauty, diverse community with this artwork, hope that will be positive and education changes in our valley. Ruben speaks, combines cultures, solves problems of our generation, Another student speaks, our mural speaks to climate awareness, using water based paints, and not buying new paints, using an electric lift not gas powered, bring awareness to climate awareness and unity to our valley. [7:31:17 PM](#) a female now speaking, take action to follow all environmental issues that are going on today. Jeffrey, have any questions? Jane has not seen the final version yet, she suggested some changes that are incorporated in this rendering.

[7:32:01 PM](#) Thea, round of applause. All for this mural, how do you protect it from the elements. Have to put a coating on it, like the Owl mural. Horowitz, let the council know that Jane Drussel was not on the call tonight but that they should reach out to her for her final approval.

[7:33:49 PM](#) Linnet, is this the final version? Jeffrey yes.

[7:34:07 PM](#) **Thea moves to approve Resolution 2020-100 and authorize Mayor to sign agreement for mural at Jane's, seconded by Martinez. Motion passed with roll call vote. Thea yes. Husbands, yes. Martinez, yes. Linnet, yes.**

NB 343 *Consideration of Resolution 2020- ____, authorizing an agreement with Stanley Consultants Inc., in the amount of \$214,297, for River St. Reconstruction Project. ACTION ITEM*

[7:35:03 PM](#) Yeager opens this item, contract with Stanley Consultants concept phase is complete, phase 2 is the final design for these 2 blocks, LTHAC grant for 7%. At conclusion of this process, next year, would have plans specs available to go out to bid. Construction for this project would be in the year 2024. Authorize agreement to begin final design on River street.

[7:37:39 PM](#) **Motion made by Linnet to adopt Resolution 2020-101 authorizing agreement with Stanley Consultants and authorize the Mayor to sign, seconded by Thea, Husbands, yes. Linnet, yes. Martinez, yes. Thea, yes.**

Mayor Burke, wants to do readings and then move idling to next meeting.

OLD BUSINESS:

OB 347 *2nd Reading of Ordinance 1263, extending rubbish hauling franchise with OBRAS LLC dba Clear Creek Disposal through May 11, 2021 ACTION ITEM*

[7:39:09 PM](#) **Mayor Burke, conducts 2nd Reading of Ordinance No. 1263, by title only.**

OB 348 *3rd Reading of Ordinance No. 1264, amending the Hailey Municipal Code, Title 13, Public Services, Section 13.04.060, Cross Connections and Title 18, Mobility Design, Section 18.14, Standard Drawings, and Summary of Ordinance No. 1264 ACTION ITEM*

[7:40:05 PM](#) **Thea makes a motion to adopt Ordinance No. 1264, 3rd reading by title only, authorize Mayor to sign, and summary of Ordinance No. 1264, Martinez seconds. Motion passed with roll call vote. Husbands, yes. Linnet, yes. Martinez, yes. Thea, yes.**

[7:41:29 PM](#) **Mayor Burke conducts 3rd Reading by title only of Ordinance No. 1264, by title only.**

STAFF REPORTS:

[7:43:07 PM](#) Dawson only staff reports left to discuss.

[7:43:28 PM](#) Dawson, The Mint is being repurposed to YMCA school care, designating 2 parking spots in front. Chamber and Farmer's market creating an event on Labor Day weekend, music and car show, amendment to the event.

[7:44:55 PM](#) Simms, alerts emergency powers ordinance expires in Sept. will be in first of Sept meetings to extend this emergency order.

[7:45:33 PM](#) Husbands, new Library Director hired, Lyn Drewien, a great fit moving the Library forward.

[7:46:03 PM](#) Thea, comment, new curb gutter accessible, impressed with the list. Pleased with the new one on Croy Street. We need this property taxes revenue to keep all this going.

[7:47:05 PM](#) **Motion to adjourn made by Thea, Martinez seconds, motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on September 14, 2020 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD SEPTEMBER 14, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM
AND VIRTUALLY THROUGH GOTOMEETING**

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

CALL TO ORDER:

[5:30:56 PM](#) call to order by Mayor Burke.

Public comments:

[5:31:39 PM](#) Jane Drussel with Jane’s artifacts. City is doing well with flower beautification, it looks good. Second thing, please don’t replace tree on corner, makes traffic light more visible. Talks about the mural on her building, those kids did a great job. Ribbon cutting at 4 pm 9/26 Saturday, would like to see City Faces at this ribbon cutting. Drussel wishes we could set a good example for these kids. Lastly, would like city council to take aggressive action, more visible tourist areas, RV parks, campground, we need to do something to build the economy for our community. Businesses like Ricos Pizza closed in Ketchum because they don’t have staff, we need to think forward.

CONSENT AGENDA:

- ~~[CA 354](#) Motion to approve Resolution 2020-102, authorizing contract for services with Riek Allington for misdemeanor prosecution for FY 2020-2021, at a cost of \$46,820 **ACTION ITEM**~~
- [CA 355](#) Motion to approve Resolution 2020-103, authorizing contract for services with The Senior Connection for transportation services for FY 2020-2021, at a cost of \$1,000 **ACTION ITEM**
- [CA 356](#) Motion to approve Resolution 2020-104, authorizing contract for services with Mountain Humane for animal shelter services for FY 2020-2021, at a cost not to exceed \$15,200 **ACTION ITEM**
- ~~[CA 357](#) Motion to approve Resolution 2020-105, authorizing the Mayor’s signature on a proposal with Skyline Excavation and Grading, to install larger pipelines through the Sunbeam Development, for a not to exceed amount of \$54,807.80. **ACTION ITEM**~~
- [CA 358](#) Motion to approve a Request for Qualifications (RFQ), to advertise and request proposals for providing composting of the biosolids produced from the Wastewater Treatment Plant. **ACTION ITEM**
- [CA 359](#) Motion to approve Resolution 2020-106, authorizing the Mayor to sign a Shared Parking, Open Space and Access Easement Agreement Restrictive Covenant between the City of Hailey and the Advocates for Survivors of Domestic Violence **ACTION ITEM**
- [CA 360](#) Motion to approve Resolution No. 2020-107, authorizing the Mayor’s signature on an Easement allowing Intermountain Gas to install infrastructure related the ARCH housing development under a Master Ground Lease on Parcel 02, Block 62, Woodside Subdivision No. 15 **ACTION ITEM**
- [CA 361](#) Motion to approve Alcohol License Renewals **ACTION ITEM**
- [CA 362](#) Motion to approve claims for expenses incurred during the month of August, 2020, and claims for expenses due by contract in September, 2020 **ACTION ITEM**

CA 354 pulled by Dawson
CA 357 pulled by Linnet

5:36:03 PM Linnet moved to approve all consent agenda items minus CA 354 and CA 357, seconded by Martinez, motion passed with roll call vote. Linnet, yes. Martinez, yes. Husbands, yes. Thea, yes.

CA354 5:36:47 PM Dawson pulled to substitute language in section 5, referred to costs of prosecution, no longer appropriate. Allington suggests removing this language, and adding additional language stating significant costs, then would contact Police Chief is okay in this situation.

5:38:23 PM Linnet, discloses that Allington shares office space with him but does not work with him. He can be impartial.

5:38:57 PM Thea motions to approve resolution 2020-102 contract with Rick Allington and authorize the Mayor to sign, Linnet seconds. Motion passed with roll call vote. Linnet, yes. Husbands, yes. Martinez, yes. Thea, yes.

CA 357 5:39:50 PM Linnet pulled this, believes previous amount was about \$25,000 now it is \$54,000. Double what we anticipated, curious why.

5:41:11 PM Yeager, yes, you are correct. Tonight is in addition to the original amount of \$25,000. On frontage road, pathway constructed, significant utilities impacted, need to get a pipeline through and underneath the path so we would not need to construct it in the future and damage path. The \$25,000 is to upgrade the pipe.5:43:07 PM the additional pipe along the southern portion would have been installed as part of future projects. Quigley has a 12" inch upgrade. Decided to leverage off of their bid, Yeager concluded. This is a win-win for us, Yeager added. Thea asked about Northridge. 5:45:05 PM will also increase flow eventually to Northridge.

5:45:21 PM Linnet motions to approve Resolution 2020-105, authorizing the Mayor's signature on a proposal with Skyline Excavation and Grading, to install larger pipelines through the Sunbeam, Martinez seconds. Motion passed with roll call vote. Martinez, yes. Husbands, yes. Thea, yes. Linnet, yes.

NEW BUSINESS:

NB

5:45:49 PM Mayor moves NB 371 Arts and HPC, sheep monument for discussion next.

5:46:44 PM Horowitz turns over to Trailing of Sheep representatives. John Peavy speaks to council from a microphone. Peavy loves that we finally found a home for these sheep.

[5:48:51 PM](#) Thea asks, this is made by local artist, is this already created? It has not been built yet. Mayor Burke, they will make bronzes from casting existing art from the Hagerman sheep art.

[5:50:14 PM](#) Horowitz shows where the sheep will be located on the west grass closest to the highway in front of McKercher Park.

[5:50:47 PM](#) Martinez asks if kids can climb on the sheep? Martha Burke, because they are bronze, yes they can climb on all.

[5:51:24 PM](#) Laura Drake Executive Director of Trailing of the Sheep, will pour a concrete pad under each sculpture before they are installed.

[5:52:04 PM](#) Mayor, the motion would be if inclined to do so.

[5:52:36 PM](#) Linnet asks, is there any way to make the cowboy Peruvian. Laura Drake addresses this question. This is a gift to the community, to redo cowboy would increase costs significantly.

[5:53:49 PM](#) **Thea moves to approve AHPC recommendation with adopting Resolution 2020-108 lease agreement and authorize Mayor to sign, seconded by Martinez, motion passed with roll call vote. Martinez, yes. Linnet, yes. Husbands, yes. Thea, yes.**

[5:54:42 PM](#) Husbands, asks timeframe on this? Drake, thinks it will be a spring or summer install. In time for next year's event.

PROCLAMATIONS & PRESENTATIONS:

PP 363 The Senior Connection Report Presentation ACTION ITEM

[5:56:39 PM](#) Lisa Pina at Senior Connection, Teresa Lipman unable to attend tonight due to another planning meeting for festival of trees. Pina, thanks Hailey for the money for transportation last year, very helpful. We also continue to provide meals on wheels. In 2018, once a month, field trip around the valley. Pina shows some pictures from last year's symphony, craters of the moon visit and last winter, went snow shoeing in February. Annual camping trip to Smiley Creek and Stanley museum. The pandemic impacted our ability to do the field trips. Your funds allowed us to continue the meals on wheels service, helped pay for fuel to transport seniors. Began transporting seniors again in July to the Center. Delivering 100 meals per week right now, your funds are greatly appreciated.

[6:01:52 PM](#) Thea when you are doing outings again, Thea would like to lead the group snow shoeing. Pina welcomes, Thea's idea.

PP 364 Resiliency Update Presentation: Solid Waste Tour (Rebecca Bundy) and food waste composting technology presentation by BioCoTech Americas (BCTA). BCTA distributes innovative composting technology to food manufacturers, hotels and resorts, k-12 schools, National Parks,

municipalities, and many other organic waste generators. (These presentations will be conducted at 7:00 p.m. to accommodate the schedule of the presenters) ACTION ITEM

Presentation from R. Bundy, Resiliency. Horowitz, should we wait until 7 pm? Dawson, yes.

PUBLIC HEARINGS:

PH 365 Consideration of use of Covid-19 Blaine County Risk Level Plan for City of Hailey, which is based on the Harvard Global Health Institute's recommendations and is more stringent than the South Central Public Health District's Covid-19 Regional Risk Level Plan, and which has been adopted for use by the Blaine County School District ACTION ITEM

[6:03:59 PM](#) Risk level plan. Mayor Burke starts, Angenie McCleary opens with this background on this item. 3 levels of risk defined by Harvard. We chose a little bit conservative approach, with masks at every stage. On the Blaine County website, will refer to this plan. Health District page will reference this document also. There is a 14 day rolling period in this plan, hopefully we won't have to move into orange or red stages.

[6:07:15 PM](#) Simms adds, what we are suggesting is an advisory plan to aid with the emergency orders. This is more uniform criteria used by Blaine County and the school district.

[6:08:31 PM](#) Dawson, received most recent draft from Angenie, changed logo and Sun Valley Community School has adopted this as well.

[6:09:54 PM](#) Martinez, elevator plan of this document, what can you expect from this? Mayor Burke, a way of forecasting if the way is shifting, we are in minimal risk phase right now.

[6:11:58 PM](#) Husbands, this guides us in the levels, don't reinvent the wheel.

[6:12:22 PM](#) Linnet this does give us guidance within each of the risk level stages.

[6:14:14 PM](#) Martinez, how does this quickly translate to people? We should put on our website, we've talked about messaging, get this out.

Public comments:

No public comments.

[6:15:47 PM](#) Mayor Burke would like to see this in Spanish.

[6:17:21 PM](#) **Thea moves to adopt covid-19 Regional Risk Level Plan, seconded by Linnet, motion passed with roll call vote. Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.**

PH 366 Consideration of extension, amendment or expiration of Hailey Emergency Ordinance No. 1260, Hailey's public health emergency ordinance, and consideration of Ordinance No _____,

continuing the authorities granted to cities for Emergency Public Health matters for another 90 days. ACTION ITEM

[6:19:29 PM](#) Proposed extension of Hailey’s emergency ordinance no. 1260. Simms, we are proposed another 180 days sunset clause, not 90 days as mentioned on the agenda. Substance remains the same.

[6:21:05 PM](#) Thea, asks why more recent information is not in this ordinance? Simms, whereas clauses have been updated, did not revise latest information on Covid-19 topic. Basic principal,

[6:22:16 PM](#) Dawson, recitals, state what gives us the authority.

Public comments.

There are none.

[6:23:04 PM](#) Emergency powers ordinance would expire before next meeting if we did not waive readings.

[6:24:00 PM](#) **Linnet moves to adopt Ordinance No. 1266, seconded by Thea. Motion passed with roll call vote. Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.**

[6:26:21 PM](#) **Mayor Burke conducts only reading of Ordinance No. 1266, by title only.**

PH 367 Consideration of proposed Public Health Order 2020-06 extension, amendment or expiration of Hailey Emergency Public Health Order 2020-05, Hailey’s public health emergency declaration and consideration of 2020-06 Order continuing the requirement of face coverings within Hailey

[6:27:13 PM](#) public comments.

There are no comments.

Thea, supports order, Husbands seconds, motion passed with roll call vote. Martinez, important to note, that science tells us we are doing this right, this makes sense. Thea, yes. Martinez, yes. Linnet, yes. Husbands, yes.

PH 368 Consideration of an extension to the timeline for a Preliminary Plat Application by Quigley Green, LLC, for Preliminary Plats for Phase 1 of a 230.85-acre property described in Exhibit B-1 to the Quigley Farm Annexation Agreement (document on file with the Hailey Community Development Department). Phase 1 consists of Preliminary Plats for Blocks 1, 2, 3, 4, 10, 11 and 15. ACTION ITEM

[6:30:26 PM](#) Horowitz, the project has had complexities and still working to put in their infrastructure. It has been noted that county and city of Ketchum allows 2 years to record plat. We have job site meetings every other week, prove to be helpful and practical.

[6:32:33 PM](#) Simms concurs that 1 year is a short time for this type of project.

[6:32:56 PM](#) Dave Hennessey having challenges with calling in. Horowitz covered it clearly. Water and sewer are going along. Utilities going in. paving in late October.

Public comments:

No public comments.

[6:37:20 PM](#) Thea asks, what is the size, why do you give this size project 1 year and now 2 years., pros and cons, what scope of project warrants 2 years.

[6:38:05 PM](#) Horowitz, 1 year has been on the books for years in Hailey. With busy construction and short season, tremendous amount of infrastructure to install in one season. Thea, asks, should we change this in our code?

[6:39:05 PM](#) Simms, we could have negotiated with this developer. Mayor Burke, and with covid, projects were all delayed.

[6:39:58 PM](#) **Martinez moves to extend this until Sept. 14, 2021, seconded by Thea, motion passed with roll call vote. Martinez, yes. Linnet, yes. Thea, yes. Husbands, yes.**

*PH 369 Consideration of a Final Plat for InnTrusted Subdivision, by Hailey FF, LLC, for a commercial building and residential units, to be located at 711 North Main Street (Lot 1A, Block 1, Sutton Subdivision). The parcel is to be resubdivided into one (1) commercial unit (Fairfield Inn and Suites Marriott) and five (5) condominium units. This project is located in the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts. **This item will not be heard tonight***
ACTION ITEM

[6:41:12 PM](#) Horowitz, this will be renoticed to a November meeting.

NEW BUSINESS:

NB 370 Introduction of amendments to Hailey Municipal Code Chapter 8, Health and Safety, adding a new section 8.06 which places limits on engine idling within the City of Hailey. ACTION ITEM

[6:41:30 PM](#) Idling ordinance

[6:42:00 PM](#) Mayor Burke, we followed Ketchum's ordinance

[6:42:15 PM](#) Dawson drafted in 2007, was not adopted in Hailey. Ketchum has this Ordinance, it prohibits idling for more than 3 minutes of being stopped. Calls attention to public comments from Ken Lagergren, asks if city staff would follow this direction. Important to add a definition, section I emergency vehicles are exempt, public safety vehicles, hope that we can do our part in climate protection.

[6:45:16 PM](#) Thea hopes that we won't permit any city vehicle being used to idle.

[6:46:01 PM](#) Dawson, used example of mask order. Let's craft ordinance the way we want it to be.

Mayor Burke, comments from Jim Hill today, [6:47:22 PM](#) who are we trying to reach? We don't need to do this idling ordinance. Mayor Burke will forward to staff for their comments.

[6:48:45 PM](#) Thea, we need to do this.

[6:49:05 PM](#) Martinez, care about the choices that you make, this is our culture and our future, you should care also.

OLD BUSINESS:

OB 372 2nd Reading of Ordinance 1265, Hailey's annual appropriation ordinance setting forth \$12,728,166, of expenses for FY 2021 ACTION ITEM

[6:50:50 PM](#) Mayor Burke asks if council wants to waive one reading. Thea, suggests second reading to let any public another chance to comment.

[6:51:31 PM](#) **Mayor Burke conducts 2nd Reading of Ordinance No. 1265, by title only.**

OB 373 3rd Reading of Ordinance 1263, extending rubbish hauling franchise with OBRAS LLC dba Clear Creek Disposal through May 11, 2021 ACTION ITEM

[6:52:43 PM](#) **Thea moves to adopt Ordinance No. 1263, authorize Mayor to sign and conduct reading by title only. Martinez, seconds. Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.**

[6:53:37 PM](#) **Mayor conducts 3rd reading of Ordinance No. 1263, by title only**

OB 374 Consideration of Resolution 2020-___, authorizing a Third Amendment to Obras Inc, dba Clear Creek Disposal Residential and Commercial Rubbish Franchise Agreements, which will extend the agreements through May 11, 2021 ACTION ITEM

[6:54:35 PM](#) Dawson, these amendments mirror the ordinance, specifics of how we carry out the ordinance, May 2021 extension.

[6:55:43 PM](#) **Martinez moves to approve 3rd Amendment to Obras franchise agreements, Thea seconds. Linnet, yes. Husbands, yes. Martinez, yes. Thea, yes.**

STAFF REPORTS:

[6:56:29 PM](#) Yeager, hopes that the school board will act before next council meeting, receive deed for the Croy property for snow storage. Simms and Yeager, still working on the financial piece, whether it is cash or property. The MOU defines all of the actions, we are doing them one by one.

[6:58:28 PM](#) Simms, many possibilities, round of applause for getting this done. Form of the deeds have changed. Will be looking at an IOU from school dist. Of \$127,000 at the 9/28 meeting.

[6:59:40 PM](#) Yeager, met in South Woodside property today. Trying to save money on capital items. [7:00:56 PM](#) since the last council meeting, we've done some striping, may look odd on River Street, has an S-curve by the River Street Housing apartments that go around the tree/sidewalk. Linnet appreciates the striping on the roads.

[7:02:10 PM](#) Mike Baledge, over 97 large fires in the Western US. Grouse fire above Pine in Boise National Forest, into Sawtooth National Forest now. There is one engine out fighting fires since 9/4/20. May send another crew, this crew is about to max out their time of 14 days.

[7:04:21 PM](#) Horowitz, resiliency reports, now with Rebecca Bundy.

PROCLAMATIONS & PRESENTATIONS:

Rebecca Bundy [7:06:06 PM](#) wood river women's foundation grant, recipients take away from the aug. Benchmarking with Clear Creek information. Orange is commercial, blue is residential and gray is recycling.

Learned with visiting the transfer station, way to transfer?, herbicides that can withstand the heat of composting, they compost only maximum amount allowed. Wood and yard waste recycling, material is chipped and sold to dairy for cattle bedding. Diversion of clean construction wood, everyone is moving to engineered lumber as it is stronger and straighter. Looked at the demolition diversion, bio-sludge also stored up the canyon. Also toured the recycling center, tin and aluminum are most successful products. [7:15:57 PM](#) the community recycle bins are largely contaminated. Then went to Milner Butte outside of Burley, about 5 years ago, grant to installed 2 generated, capture methane, by burning waste. They've reduced 12 to 3 for Hailey's waste. Of the 7 counties, we are only county that does any recycling. Will do study to see a breakdown of what we are sending to Milner Butte to guide future decisions. [7:20:33 PM](#) Bundy shows dumpster in Old Cutters, wood waste, need to ask if our construction wood waste is effective. [7:21:22 PM](#) With regards to the Franchise agreement, meeting with City of Ketchum, looking at single-stream recycling. Boise has a dirty MRF (comingled waste which goes through sorting) recycling facility, 2nd top priority, curbside composting, did not get the grant we applied for, still looking at this option. Apartments, it is difficult to recycle in multi-family complexes. Looking towards a new agreement before May 2021.

[7:24:14 PM](#) Clear Creek is looking at single stream option for us, they know how much we recycle. Will apply for the same grant next year.

[7:26:33 PM](#) Thea, asks how it helps our footprint by trucking waste to Boise? Bundy, it is being trucked somewhere as it is. Our plastics are going to Utah.

[7:27:37 PM](#) Mayor Burke, recycling is complicated, has to be a market, products have to be shipped.

[7:30:46 PM](#) Thea asks, if we know how much of our waste is contaminated? Bundy, curbside recycling is effective, they will reject if not in good shape. Multi-family units recycling was abandoned. Led us to why we should consider single-stream.

[7:32:06 PM](#) Winn Weaver, of Winn's Composting speaks, too easy and too cheap to not throw it away.

[7:35:02 PM](#) Husbands asks, did you think of any ideas to incentivize recycling. ERC is working on a program to raise awareness to proper recycling, public awareness.

[7:37:12 PM](#) Bundy, Winn needs the food composting to help his program.

[7:38:28 PM](#) Linnet would like to look at alternative funding structures.

[7:40:33 PM](#) Bundy, wants Winn to give a presentation in a future council meeting. Wanting to cut our solid waste.

[7:43:13 PM](#) Thea we shouldn't be purchasing items that cannot be recycled.

Mayor Burke, keep up the good work.

[7:44:01 PM](#) Tanner Farrow, presentation on BioTech Americas. Born and raised in Hailey, works for BioTech Americas exclusive composting, moved back to Idaho during the pandemic. Their recycling is designed for food waste. 30-40% of solid waste is compostable. We are creating a lot of methane, 6 states are currently enacting legislation to remove all food from waste stream. National consensus is curbside composting. We are in business for a de-centralized. One largest advantage, transportation of greenhouse gasses are reduced, 100% diversion rate. Favorite, example, solar energy, don't see transitioning transition to compost. Circular economy approach. Farrow discusses Anaerobic process (releases methane and tends to cost millions of dollars) versus Aerobic process releases CO₂, net neutral to greenhouse gas production, costs in the thousands. Wet Aerobic, installed into plumbing, creates a sludge, flushed down the drain, becoming a hassle to Wastewater treatment plants. They are a dry aerobic system. You load the machine and then unload the machine. Fully automated machine, reduce mass by 70 to 80%. Farrow shows their machines, one of theirs processes 230 pounds of food waste per day. [7:55:47 PM](#) largest m18's up to 4,000 pounds per day. 2 ways to look at city efforts, place units throughout the city or partner with Clear Creek and Winn's composting for them to have equipment.

[7:56:56 PM](#) Mayor Burke asks for Tanner to give information to Heather Dawson, combine efforts with Sun Valley and Ketchum to partner with them.

[7:58:38 PM](#) Thea, the M-1 is this sufficient for a restaurant? Farrow, too big for 1 restaurant.

[7:59:29 PM](#) Mayor suggests meeting with Gwen Carol or a School Board member.

STAFF REPORTS continued:

[8:00:44 PM](#) Martinez, look at applicability for this equipment at Balmoral or Copper Ranch.

[8:01:14 PM](#) Thea has had several people ask, if we could get a bathroom facility central in Hailey, Atkinson's restroom is closed. Mayor Burke will discuss this at staff level.

[8:02:19 PM](#) **Martinez motions to adjourn, Linnet seconds motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/28/2020 **DEPARTMENT:** Treasurer **DEPT. HEAD SIGNATURE:** BS _____

SUBJECT:

Treasurer's Reports – Unaudited Treasurer's Reports for the month of August, 2020.

AUTHORITY: ID Code 50-1011 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

PRELIMINARY Financial Statements for the month of August 2020 in "Snapshot" format follow.

PRELIMINARY Cash Flow Analysis for the past four years for months ending in August, 92% of the year.

Year to Date LOT receipts for the month of August (September through July sales and rentals) continue to suffer from the COVID-19 effect, as all of July's sales and rentals were affected. Year-to-Date receipts through August 2020 are down 22.45% from last year, off 7.24% from FYE 18, 7.58% less than FY17, up 1.75% from FYE16, increased 14.44% from FYE15, up 27.1% from FYE 14, 31.04% better than FYE 13, 39.69% better than FYE 12 and 43.31% stronger than FYE11. The reports submitted to Sun Valley Air Services are included as is the category report. The Chamber's reports for August are not included.

Development Impact Fees Cash Flow report is attached.

Investment Report is included. LGIP interest for August has dropped to 0.667%.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW-UP REMARKS:*

CITY OF HAILEY SNAPSHOT OF REVENUE, EXPENSES, FUND BALANCE AND LIQUID ASSETS

as of 8/31/2020

	General Fund		Water Fund		Waste Water		Water Replacement		Waste Water Repl	
	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget
Revenue*	5,582,275	6,087,692	1,595,569	1,766,800	2,064,988	2,050,000	277,983	138,640	171,767	82,160
Legislative	260,680	341,124								
Finance	299,426	357,468								
Comm Dev	381,788	424,437								
Police	1,446,761	1,645,838								
Streets	1,240,211	1,513,633								
Public Works	71,369	110,384								
Library	534,619	593,566								
Parks	293,237	448,909								
Fire	413,410	652,333								
Departmental Expenses	4,941,501	6,087,692	1,211,260	3,006,738	1,681,947	2,573,447	84,269	123,000	-	430,000
Net Revenue over Expenses	640,774	-	384,309	(1,239,938)	383,041	(523,447)	193,714	15,640	171,767	(347,840)
Fund Balance** at 9/30/2019	2,366,627	2,366,627	3,177,655	3,177,655	3,703,435	3,703,435	2,556,634	2,556,634	1,496,642	1,496,642
Change in Fund Balance	640,774	-	384,309	(1,239,938)	383,041	(523,447)	193,714	15,640	171,767	(347,840)
Fund Balance YTD	3,007,401	2,366,627	3,561,964	1,937,717	4,086,476	3,179,988	2,750,348	2,572,274	1,668,409	1,148,802
CASH IN BANKS										
Cash in Combined Checking	(21,558)		18,572		20,157		20,229		10,019	
LGIP	3,136,156		2,821,737		2,276,520		2,824,509		1,792,948	
LGIP	15,596		195,737		610,546					
LGIP	44,522				838,147					

* For Revenue detail, please see **General Fund Cash Flow Comparison** .

** Cash Fund Balance, does not include depreciable assets in proprietary funds. Unaudited.

CASH FLOW ANALYSIS FOR FIRST ELEVEN MONTHS OF FISCAL YEAR

GENERAL FUND REVENUE	FYE 20		FYE 19		FYE 18		FYE 17		
	Acct No	Account Description	CURRENT YEAR at 8/31/2020	Budget	CURRENT YEAR at 8/31/19	Amd Budget	at 8/31/2018	Budget	at 8/31/2017
100-00-31001	Property Taxes from County	2,674,285	2,670,063	2,589,674	2,569,002	2,460,516	2,449,925	2,393,078	2,358,605
100-00-31009	Sales Tax Revenue through County	148,111	185,969	178,930	164,614	121,964	154,592	107,506	138,405
100-00-31910	Penalties & Interest On Taxes	5,876	14,120	40,024	14,120	12,649	14,817	14,167	10,331
100-00-31911	Motor Vehicle Fines through Co	72,349	100,000	26,479	50,000	43,646	50,000	45,401	40,500
100-00-32205	Alcohol Catering Licenses	120	3,500	1,480	4,000	1,560	4,000	1,660	3,000
100-00-32209	Police Security	0					0	960	10,000
100-00-32210	Building Permits	295,490	250,000	227,537	301,912	173,264	262,500	236,822	220,000
100-00-32211	Business Licenses	39,755	43,000	43,425	42,500	39,410	45,000	38,920	40,000
100-00-32212	HPD Traffic School & Muni Code Viol (230)	755	0	90	0	140	4,000	890	
100-00-32213	Business Licenses - LOT	465,780	648,300	612,889	621,300	508,880	615,300	511,433	595,000
100-00-32215	Donations-Fireworks		15,000	625	15,000	380	15,000	1,099	15,000
100-00-32216	Donations-HFD, HPD, HPL, Seagraves, Parks	28,721	25,000	27,846	28,100	41,475	25,000	23,084	45,000
100-00-32220	Encroachment Permits	13,025	14,000	7,675	13,742	8,425	13,088	8,775	5,000
100-00-32230	Franchises-Cable T.V.	81,044	79,583	76,926	79,583	78,385	79,583	76,984	73,000
100-00-32234	Banner Fees	2,100	5,000	4,450	6,000	3,300	7,000	3,420	6,000
100-00-32235	Franchise Fees-Idaho Power	155,276	185,900	60,349	65,900	62,671	60,900	61,935	58,000
100-00-32236	Franchises-Intermountain Gas	61,830	73,500	60,604	73,500	64,234	73,500	67,691	70,000
100-00-32237	Rubbish Company Franchise Fees	74,701	76,000	69,555	75,330	67,063	75,330	72,092	71,743
100-00-32257	Library Fines & Memberships	6,751	15,000	10,733	19,000	13,285	18,000	15,778	18,000
100-00-32265	Park Rental Fees	6,392	16,560	12,102	20,000	14,619	20,000	15,811	20,000
100-00-32266	Hailey Rodeo Park Rental Fees		10,000	2,700	19,000	9,675	19,000	13,250	17,000
100-00-32269	Hailey Rodeo Park Security		10,000					0	
100-00-32273	Property Sales			2,439	10,000	2,300	5,000	0	500
100-00-32280	R. V. Dump Fees	908	1,000	681	1,000	790	1,000	718	750
100-00-32286	Sign and Fence Permits	839	2,500	2,150	3,000	1,592	4,500	1,769	3,000
100-00-32290	Fire Dept Permits	30,418	21,637	25,879	21,635	16,836	20,607	19,107	7,210
100-00-32294	Subdivision Inspection Permits	16,379	2,000	1,000	2,000	5,568	2,000	0	500
100-00-32296	Zoning Applications	43,090	29,000	29,744	35,000	43,971	24,000	50,871	16,000
100-00-32298	Maps, Copies & Postage	5,053	10,000	4,093	9,500	12,562	8,000	14,141	4,000
100-00-32413	Interest Earned	42,602	45,000	52,087	40,000	32,163	10,000	11,769	3,000
100-00-32415	Refunds	30,002	20,250	38,971	24,000	16,619	12,000	13,595	12,000
100-00-32417	Mutual Aid Reimbursements	0	0			24,454	20,000	70,923	71,135
100-00-33510	State Shared Liquor Apport.	193,947	202,855	170,698	198,245	161,751	181,838	147,409	154,954
100-00-33550	State Shared Sales Tax	490,998	543,188	386,982	506,954	368,388	495,062	343,694	450,763
100-00-33560	State Shared Highway Users Fund	288,976	389,894	299,135	384,904	285,378	370,451	282,809	353,317
100-00-33570	State Shared Grant/HFD Grants	5,014	0	22,602		52,884		48,902	51,000
100-00-34000	CCD Public Outreach for recycling	11,468	12,500	11,592	12,000	11,177	12,000	12,015	11,957
100-00-34002	Capital Pr (Countryside light to Cap)								
100-00-34003	Rubbish Bookkeeping Contract	75,683	76,000	69,555	75,330	67,063	75,330	72,092	71,753
100-00-34004	Police Security Contracts	4,693	13,500	4,202	3,500	2,720	3,500	2,992	3,135
100-00-34006	Police Security Contracts-School	185,765	185,764	180,354	180,353	175,208	175,100	170,105	170,000
100-00-34007	Bellevue Marshall's Office							0	
100-00-34008	JOA WR Assistant Chief	24,080	92,109	81,974	89,427	70,250	86,822	77,275	84,293
	GENERAL FUND REVENUE	5,582,275	6,087,692	5,438,231	5,779,451	5,077,215	5,513,745	5,050,942	5,283,851
	Rev. Dif from previous year	144,044		361,017		26,273		410,485	
GENERAL FUND EXPENSES									
LEGISLATIVE		260,680	341,124	284,903	323,320	243,830	296,944	241,130	283,018
FINANCE		299,426	357,468	270,665	355,511	264,970	324,335	241,758	314,767
COMMUNITY DEVELOPMENT		381,788	424,437	383,195	424,437	276,153	369,505	318,780	358,450
POLICE		1,446,761	1,645,838	1,381,771	1,562,004	1,410,798	1,521,337	1,388,848	1,475,137
STREET		1,240,211	1,513,633	1,177,547	1,460,753	836,364	1,309,195	889,196	1,153,481
ENGINEER/PUBLIC WORKS		71,369	110,384	84,189	107,110	73,751	95,295	68,886	117,283
LIBRARY		534,619	593,566	544,093	582,665	514,942	560,574	495,294	569,592
PARKS		293,237	448,909	307,730	448,909	311,713	435,848	292,837	420,809
FIRE		413,410	652,333	488,057	634,742	480,905	600,712	503,803	591,314
	TOTAL EXPENSES	4,941,501	6,087,692	4,922,150	5,899,451	4,413,426	5,513,745	4,440,532	5,283,851
	General Fund Balance	640,774	0	516,082	(120,000)	663,789	0	610,410	-
		81.2%		83.4%		80.0%		84.0%	
PROPRIETARY FUNDS									
WATER FUND REVENUE		1,595,569	1,766,800	1,284,050	1,674,129	1,469,153	1,696,629	1,487,374	1,652,129
WATER FUND EXPENSES		1,211,260	3,006,738	1,039,056	3,089,715	1,068,727	2,134,473	1,081,613	1,968,403
WATER FUND BALANCE		384,309	(1,239,938)	244,994	(1,415,586)	400,426	(437,844)	405,761	(316,274)
WASTE WATER FUND REVENUE		2,064,988	2,050,000	1,884,336	2,019,875	1,895,639	1,994,875	1,870,761	1,989,175
WASTE WATER FUND EXPENSES		1,681,947	2,573,447	1,122,471	2,463,966	1,621,593	2,376,898	1,551,621	2,142,318
WASTE WATER FUND BALANCE		383,041	(523,447)	761,865	(444,091)	274,046	(382,023)	319,140	(153,143)
WATER replacement FUND REVENUE		277,983	138,640	220,613	94,620	165,936	94,620	211,651	58,460
WATER replacement FUND EXPENSES		84,269	123,000	62,461	58,460	39,778	58,460	22,749	58,460
WATER replacement FUND BALANCE		193,714	15,640	158,152	36,160	126,158	36,160	188,902	0
WASTE WATER replacement FUND REVENUE		171,767	82,160	128,314	56,260	99,476	56,260	118,574	82,680
WASTE WATER replacement FUND EXPENSES		0	430,000	0	430,000	-	430,000	-	82,680
WASTE WATER replacement FUND BALANCE		171,767	(347,840)	128,314	(373,740)	99,476	(373,740)	118,574	0

CITY OF HAILEY LOCAL OPTION TAX RECEIPT AND EXPENDITURE ANALYSIS AND CASH FLOW

EXPENDITURE DESCRIPTION	MONTH	PAYMENTS	Air-Service Board	CHAMBER & SR CONNECTION		EMERGENCY SERVICES	TOTAL EXPENSES	1% Air	RECEIPTS	Chg	LOT BALANCE
				\$0.00	\$0.00						
ACCUMULATIVE TOTALS THROUGH 9/30/06		\$0.00	Board	\$0.00	\$0.00	\$0.00	\$0.00		\$92,718.67		
FISCAL YEAR ENDING 9/30/07	FYE 06	\$234,196.00		\$10,000.00	\$38,000.00	\$100,000.00	\$382,196.00		\$368,300.45		
ACCUMULATIVE TOTALS THROUGH 9/30/07	FYE 07	\$234,196.00		\$10,000.00	\$38,000.00	\$100,000.00	\$382,196.00		\$461,019.12		
FISCAL YEAR ENDING 9/30/08		\$294,289.32		\$49,343.95	\$0.00	\$120,000.00	\$463,633.27		\$376,920.49	2%	
ACCUMULATIVE TOTALS THROUGH 9/30/08		\$528,485.32		\$59,343.95	\$38,000.00	\$220,000.00	\$845,829.27		\$837,939.61		
FISCAL YEAR ENDING 9/30/09		\$146,490.24		\$74,138.00	\$70,000.00	\$13,900.00	\$304,528.24		\$311,640.20	-17.32%	
ACCUMULATIVE TOTALS THROUGH 9/30/09		\$674,975.56		\$133,481.95	\$108,000.00	\$233,900.00	\$1,150,357.51		\$1,149,579.81		
FISCAL YEAR ENDING 9/30/10		\$167,474.64		\$69,000.00	\$75,000.00	\$0.00	\$311,474.64		\$312,734.63	0.35%	\$482.29
ACCUMULATIVE TOTALS THROUGH 9/30/10		\$842,450.20		\$202,481.95	\$183,000.00	\$233,900.00	\$1,461,832.15		\$1,462,314.44		
FISCAL YEAR ENDING 9/30/11		\$59,700.00		\$68,000.00	\$75,000.00	\$97,300.00	\$300,000.00		\$324,478.37	3.76%	
ACCUMULATIVE TOTALS THROUGH 9/30/11		\$902,150.20		\$270,481.95	\$258,000.00	\$331,200.00	\$1,761,832.15		\$1,786,792.81		
FISCAL YEAR ENDING 9/30/12		\$153,130.03		\$31,000.00	\$65,000.00	\$82,200.00	\$361,330.03		\$333,327.35	2.73%	
ACCUMULATIVE TOTALS THROUGH 9/30/12		\$1,055,280.23		\$331,481.95	\$323,000.00	\$413,400.00	\$2,123,162.18		\$2,120,120.16		
FISCAL YEAR ENDING 9/30/13		\$151,890.15		\$61,000.00	\$65,000.00	\$68,000.00	\$345,890.15		\$348,890.15	4.67%	
ACCUMULATIVE TOTALS THROUGH 9/30/13		\$1,207,170.38		\$392,481.95	\$388,000.00	\$481,400.00	\$2,469,052.33		\$2,469,010.31		
FISCAL YEAR ENDING 9/30/14		\$124,009.66	\$47,409.27	\$61,000.00	\$68,000.00	\$100,000.00	\$400,418.93	\$48,774.97	\$366,634.59	5.09%	\$14,948.61
ACCUMULATIVE TOTALS THROUGH 9/30/14		\$1,331,180.04	\$47,409.27	\$453,481.95	\$456,000.00	\$581,400.00	\$2,869,471.26	\$48,774.97	\$2,835,644.90		
FISCAL YEAR ENDING 9/30/15		\$186,664.65	\$70,087.79	\$61,000.00	\$68,000.00	\$96,787.24	\$482,539.68	\$72,106.78	\$401,126.16	9.41%	
ACCUMULATIVE TOTALS THROUGH 9/30/15		\$1,517,844.69	\$117,497.06	\$514,481.95	\$524,000.00	\$678,187.24	\$3,352,010.94	\$120,881.75	\$3,236,771.06		\$5,641.87
FISCAL YEAR ENDING 9/30/16		\$202,168.97	\$83,129.35	\$61,000.00	\$68,000.00	\$107,000.00	\$521,298.32	\$85,524.02	\$450,912.25	12.41%	
ACCUMULATIVE TOTALS THROUGH 9/30/16		\$1,720,013.66	\$200,626.41	\$575,481.95	\$592,000.00	\$785,187.24	\$3,873,309.26	\$206,405.77	\$3,687,683.31		\$20,779.82
FISCAL YEAR ENDING 9/30/17		\$239,500.00	\$93,456.19	\$65,000.00	\$72,500.00	\$138,000.00	\$608,456.20	\$96,148.34	\$498,284.09	10.51%	
ACCUMULATIVE TOTALS THROUGH 9/30/17		\$1,959,513.66	\$294,082.60	\$640,481.95	\$664,500.00	\$923,187.24	\$4,481,765.46	\$302,554.11	\$4,185,967.40		\$6,756.06
FISCAL YEAR ENDING 9/30/18		\$295,500.00	\$92,075.49	\$65,000.00	\$75,000.00	\$89,800.00	\$617,315.49	\$94,666.14	\$494,288.47	-0.80%	
ACCUMULATIVE TOTALS THROUGH 9/30/18		\$2,255,013.66	\$386,098.09	\$705,481.95	\$739,500.00	\$1,012,987.24	\$5,099,080.95	\$397,220.25	\$4,680,255.87		(\$21,604.82)
Fire Dept	Oct-18	\$8,750.56	\$8,750.56	\$0.00	\$0.00	\$6,500.00	\$15,250.56	\$9,002.63	\$47,757.20	10.8%	\$19,904.45
Downtown Beautification, Streets Maint	Nov-18	\$44,591.67	\$6,046.14	\$2,880.14	\$2,880.14	\$6,500.00	\$60,017.95	\$6,220.31	\$38,967.98	30.0%	\$5,074.79
	Dec-18	\$3,549.43	\$3,549.43	\$8,742.74	\$19,687.50	\$19,500.00	\$51,479.67	\$3,651.68	\$25,984.16	-1.5%	(\$16,769.04)
Downtown Beautification, Streets Maint	Jan-19	\$44,591.67	\$7,229.05	\$7,618.02	\$6,500.00	\$6,500.00	\$65,938.74	\$7,437.29	\$43,719.48	7.8%	\$31,551.01
	Feb-19	\$10,718.55	\$2,992.67	\$2,992.67	\$6,500.00	\$6,500.00	\$20,211.22	\$11,027.31	\$50,838.77	3.5%	\$10,103.86
Downtown Beautification, Streets Maint	Mar-19	\$44,591.67	\$6,970.85	\$3,009.94	\$19,687.50	\$6,500.00	\$80,769.96	\$7,171.66	\$38,039.01	-10.1%	(\$25,445.43)
	Apr-19	\$7,667.27	\$2,725.47	\$2,725.47	\$6,500.00	\$6,500.00	\$16,892.74	\$9,845.47	\$47,135.94	22.6%	\$14,643.24
Downtown Beautification, Parks & Streets Maint	May-19	\$44,591.67	\$11,229.25	\$5,571.40	\$19,687.50	\$6,500.00	\$67,892.32	\$12,103.24	\$59,584.50	154.6%	\$18,438.66
Fireworks Endowment	Jun-19	\$2,500.00	\$3,125.87	\$9,413.00	\$6,500.00	\$6,500.00	\$41,226.37	\$3,215.92	\$25,511.95	2.3%	\$5,940.16
Downtown Beautification, Parks & Streets Maint	Jul-19	\$44,591.67	\$7,901.49	\$13,816.16	\$6,500.00	\$6,500.00	\$72,809.32	\$8,129.10	\$46,678.74	18.5%	(\$12,061.32)
Hailey Arts Commission	Aug-19	\$8,000.00	\$20,509.49	\$11,001.78	\$19,687.50	\$6,500.00	\$46,011.27	\$21,566.24	\$88,959.25	24.1%	\$52,452.90
Downtown Beautification, Parks & Streets Maint	Sep-19	\$44,591.65	\$15,274.92	\$9,716.18	\$78,750.00	\$91,000.00	\$95,770.25	\$16,081.96	\$72,955.68	11.8%	\$45,700.28
FISCAL YEAR ENDING 9/30/19		\$278,050.00	\$108,972.87	\$77,487.50	\$78,750.00	\$1,103,987.24	\$634,260.37	\$115,432.81	\$586,132.66	18.58%	
ACCUMULATIVE TOTALS THROUGH 9/30/19		\$2,533,063.66	\$495,070.95	\$782,969.45	\$818,250.00	\$1,103,987.24	\$5,733,347.32	\$572,653.06	\$5,266,388.53		
Fire Dept	Oct-19	\$7,783.07	\$7,783.07	\$0.00	\$0.00	\$6,750.00	\$14,533.07	\$8,184.09	\$49,629.98	3.9%	\$43,281.00
Downtown Beautification, Streets Maint	Nov-19	\$45,768.33	\$5,395.91	\$3,850.65	\$6,750.00	\$6,750.00	\$61,754.89	\$5,673.93	\$34,437.07	-11.6%	\$21,637.11
	Dec-19	\$2,966.51	\$2,966.51	\$6,231.98	\$20,500.00	\$19,750.00	\$49,448.49	\$3,119.36	\$24,500.40	-5.7%	(\$191.62)
Downtown Beautification, Streets Maint	Jan-20	\$45,768.33	\$7,759.14	\$6,525.61	\$4,000.00	\$6,750.00	\$70,793.09	\$8,158.93	\$44,021.35	0.7%	(\$18,804.43)
	Feb-20	\$13,029.39	\$13,029.39	\$4,916.22	\$20,500.00	\$6,750.00	\$24,695.61	\$13,700.73	\$57,702.21	13.5%	\$27,902.90
Downtown Beautification, Streets Maint	Mar-20	\$45,768.33	\$9,419.34	\$3,458.02	\$20,500.00	\$6,750.00	\$85,876.70	\$9,895.21	\$48,888.31	28.5%	\$809.72
	Apr-20	\$4,819.90	\$4,819.90	\$5,104.97	\$6,750.00	\$6,750.00	\$16,674.87	\$5,068.25	\$27,914.10	-40.8%	\$17,117.20
Downtown Beautification, Parks & Streets Maint	May-20	\$45,768.33	\$1,740.59	\$4,383.83	\$6,750.00	\$6,750.00	\$58,632.75	\$13,399.60	\$13,399.60	-77.5%	(\$26,285.68)
Fireworks Endowment	Jun-20	\$2,500.00	\$1,455.31	\$2,562.24	\$20,500.00	\$6,750.00	\$33,767.55	\$1,550.29	\$15,369.70	-39.8%	(\$43,153.24)
Downtown Beautification, Parks & Streets Maint	Jul-20	\$45,768.33	\$4,611.40	\$9,783.32	\$6,750.00	\$6,750.00	\$66,903.05	\$4,849.00	\$30,469.96	-34.7%	(\$74,737.33)
Hailey Arts Commission	Aug-20	\$8,000.00	\$9,889.59	\$7,458.75	\$6,750.00	\$6,750.00	\$32,098.34	\$10,399.15	\$51,620.10	-42.0%	(\$44,816.42)
Downtown Beautification, Parks & Streets Maint	Sep-20	\$45,768.33	\$14,582.00	\$10,206.17	\$20,500.00	\$6,750.00	\$97,796.50	\$15,333.33	\$72,955.68	0.0%	(\$54,323.91)
FISCAL YEAR ENDING 9/30/20		\$285,050.00	\$83,443.15	\$64,481.76	\$86,000.00	\$94,000.00	\$612,974.91	\$87,742.54	\$470,908.46	-19.66%	
ACCUMULATIVE TOTALS THROUGH 9/30/20		\$2,818,113.66	\$578,514.11	\$847,451.21	\$904,250.00	\$1,197,987.24	\$6,346,316.23	\$600,395.61	\$5,737,296.99		

Year-to-date change down 22.45% from FY19, down 7.24% v FY18, down 7.58% v FY17, +1.75% compared with FY16, +14.44% compared with FY15, +27.1% compared with FY14, +31.04% when compared with +39.69% compared with FY12 and +43.31% compared with FY11

Month of L.O.T. Payment to Retail Establishment (City receives in month following payment to business) <small>(at 4/29/19)</small>	Lodging & Rental Cars 3% Tax <small>(8? Businesses)</small>	Short Term Rentals 3% <small>(29 ShortTerm sites) 1/31/2019</small>	1% Air	Alcohol Beverages 2% Tax <small>(15? Businesses)</small>	Restaurant Food 1% Tax <small>(23? Businesses)</small>	Monthly Total	Penalty
FYE 9/30/2006 (3 months collected in first year)	\$79,998.51			\$11,959.47	\$31,274.14	\$123,232.12	\$ -
FYE 9/30/2007	\$219,816.63			\$47,957.72	\$105,888.56	\$373,662.91	\$346.34
FYE 9/30/2008	\$215,375.75			\$45,661.79	\$110,790.35	\$371,827.89	\$1,235.36
FYE 9/30/2009	\$163,489.38			\$40,465.86	\$102,727.58	\$306,682.82	\$1,093.57
FYE 9/30/2010	\$163,137.76	\$216.00		\$43,749.89	\$104,365.59	\$311,253.24	\$587.02
FYE 9/30/2011	\$158,010.54	\$94.84		\$45,845.48	\$111,747.96	\$315,603.98	\$750.76
FYE 9/30/2012	\$170,970.28	\$258.21		\$48,144.39	\$115,899.49	\$335,014.16	\$579.20
FYE 9/30/2013	\$180,541.81	\$316.92		\$48,526.08	\$119,782.37	\$348,850.26	\$655.81
FYE 9/30/2014	\$194,566.46	\$468.95	\$54,810.31	\$49,229.77	\$123,960.08	\$422,566.62	\$841.58
FYE 9/30/2015	\$217,876.99	\$797.14	\$72,625.66	\$51,644.80	\$133,652.48	\$475,799.93	\$1,330.55
October	\$11,899.81		\$3,966.60	\$5,292.77	\$13,947.77	\$35,106.95	\$105.80
November	\$8,327.49		\$2,775.83	\$3,565.44	\$9,064.42	\$23,733.18	\$28.26
December	\$17,360.55		\$5,786.85	\$4,930.31	\$12,058.01	\$40,135.72	\$319.07
2016 January	\$31,143.56		\$10,381.19	\$4,206.79	\$9,221.14	\$54,952.68	\$278.27
February	\$21,003.14		\$7,001.05	\$4,084.37	\$10,233.65	\$42,322.20	\$562.37
March	\$20,500.88		\$6,833.63	\$4,065.98	\$10,031.10	\$41,431.58	\$29.24
April	\$9,296.36		\$3,098.79	\$3,609.19	\$10,033.39	\$26,037.73	\$43.99
May	\$9,723.02		\$3,241.01	\$3,907.26	\$10,786.14	\$27,657.42	\$21.16
June	\$20,961.08	\$790.97	\$6,987.03	\$3,614.62	\$12,413.73	\$44,767.43	\$431.63
July	\$44,455.31	\$1,631.03	\$15,362.11	\$5,981.69	\$15,527.67	\$82,957.81	\$258.70
August	\$40,581.52	\$164.84	\$13,582.12	\$5,232.05	\$14,255.42	\$73,815.94	
September	\$24,016.60	\$1,008.91	\$8,341.84	\$4,594.61	\$13,087.39	\$51,049.35	\$112.93
FYE 9/30/2016	\$259,269.30	\$3,595.75	\$87,358.03	\$53,085.08	\$140,659.83	\$543,967.99	\$2,191.42
October	\$11,324.80	\$198.69	\$3,841.16	\$4,716.23	\$11,768.22	\$31,849.10	\$225.45
November	\$10,679.94	\$254.88	\$3,644.94	\$3,724.29	\$9,652.70	\$27,956.75	\$185.97
December	\$19,895.63	\$1,213.96	\$7,036.53	\$5,231.50	\$12,088.16	\$45,465.78	\$23.27
2017 January	\$33,836.28	\$104.25	\$11,313.51	\$4,484.51	\$11,058.08	\$60,796.63	\$32.72
February	\$25,161.36	\$141.54	\$8,434.30	\$4,314.73	\$10,765.56	\$48,817.49	\$673.49
March	\$21,701.41	\$961.64	\$7,554.35	\$4,559.88	\$11,445.78	\$46,223.05	\$78.86
April	\$11,793.08	\$118.68	\$3,970.59	\$3,720.34	\$10,376.46	\$29,979.14	\$282.05
May	\$8,837.87	\$57.39	\$2,965.09	\$3,984.51	\$11,607.10	\$27,451.95	\$83.13
June	\$21,378.98	\$669.73	\$7,349.57	\$4,472.98	\$14,092.52	\$47,963.77	\$22.68
July	\$49,282.56	\$103.56	\$16,462.04	\$6,839.39	\$15,014.21	\$87,701.76	\$141.09
August	\$45,215.11	\$488.14	\$15,234.42	\$5,536.84	\$15,270.28	\$81,744.78	\$176.94
September	\$23,426.65	\$644.48	\$8,023.71	\$4,400.50	\$12,732.48	\$49,227.81	\$18.68
FYE 9/30/2017	\$282,533.65	\$4,956.92	\$95,830.19	\$55,985.70	\$145,871.55	\$585,178.01	\$1,944.33
October	\$12,988.91	\$172.92	\$4,387.28	\$4,525.47	\$12,148.44	\$34,223.01	\$44.89
November	\$13,559.97	\$197.58	\$4,585.85	\$3,914.71	\$9,882.57	\$32,140.68	\$349.44
December	\$21,141.61	\$915.13	\$7,352.25	\$5,436.18	\$12,984.48	\$47,829.64	\$116.77
2018 January	\$31,381.81	\$333.41	\$10,571.74	\$4,578.33	\$11,044.17	\$57,909.45	\$88.10
February	\$25,381.49	\$139.28	\$8,506.92	\$4,201.95	\$10,467.08	\$48,696.71	\$1,106.86
March	\$20,771.12	\$759.75	\$7,176.96	\$4,745.30	\$11,400.11	\$44,853.24	\$137.14
April	\$9,064.41	\$27.75	\$3,030.72	\$3,886.69	\$10,391.44	\$26,401.01	\$58.44
May	\$8,812.25	\$197.05	\$3,003.10	\$4,055.27	\$12,397.85	\$28,465.51	\$43.40
June	\$18,840.85	\$1,105.80	\$6,648.88	\$4,601.51	\$15,584.68	\$46,781.72	\$93.33
July	\$48,472.58	\$1,198.69	\$16,557.09	\$6,451.58	\$17,049.37	\$89,729.30	\$75.30
August	\$43,491.36	\$973.55	\$14,821.64	\$5,721.20	\$16,205.87	\$81,213.42	\$33.99
September	\$25,394.34	\$1,613.55	\$9,002.63	\$4,806.37	\$14,216.85	\$55,033.74	\$245.37
FYE 9/30/2018	\$279,300.67	\$7,634.44	\$95,645.04	\$56,924.56	\$153,772.72	\$593,277.43	\$2,393.03
October	\$18,292.79	\$368.13	\$6,220.31	\$5,469.98	\$13,318.66	\$43,669.87	\$269.05
November	\$10,896.51	\$58.53	\$3,651.68	\$4,811.53	\$11,207.52	\$30,625.77	\$15.11
December	\$20,800.13	\$1,511.72	\$7,437.29	\$6,460.19	\$13,829.14	\$50,038.47	\$137.19
2019 January	\$32,870.60	\$211.33	\$11,027.31	\$5,029.50	\$11,561.44	\$60,700.18	\$29.66
February	\$21,063.91	\$451.08	\$7,171.66	\$4,824.90	\$11,120.11	\$44,631.66	\$42.77
March	\$27,256.53	\$2,278.68	\$9,845.07	\$5,368.46	\$12,242.74	\$56,991.48	\$17.99
April	\$9,929.70	\$26,380.04	\$12,103.25	\$4,450.85	\$11,387.12	\$64,250.96	\$7,948.34
May	\$7,644.11	\$2,003.64	\$3,215.92	\$4,830.71	\$12,838.69	\$30,533.06	\$71.75
June	\$20,901.14	\$3,486.14	\$8,129.10	\$5,031.59	\$15,060.67	\$52,608.64	\$310.27
July	\$57,989.05	\$6,709.70	\$21,566.25	\$7,181.72	\$20,310.42	\$113,757.13	\$123.52
August	\$44,705.32	\$3,480.55	\$16,061.96	\$6,714.25	\$17,884.31	\$88,846.38	\$197.30
September	\$22,295.90	\$2,256.38	\$8,184.09	\$5,136.02	\$15,449.02	\$53,321.41	\$378.19
FYE 9/30/2019	\$294,645.69	\$49,195.91	\$114,613.87	\$65,309.70	\$166,209.84	\$689,975.01	\$9,541.14
October	\$15,224.85	\$1,796.93	\$5,673.93	\$4,524.42	\$13,178.21	\$40,398.33	\$126.89
November	\$7,551.53	\$1,806.54	\$3,119.36	\$3,911.87	\$10,914.86	\$27,304.15	\$44.06
December	\$22,362.10	\$2,114.69	\$8,158.93	\$5,403.69	\$13,594.32	\$51,633.72	\$72.83
2020 January	\$38,923.22	\$2,178.98	\$13,700.74	\$4,912.46	\$12,584.29	\$72,299.69	\$551.40
February	\$26,500.10	\$3,185.54	\$9,895.21	\$5,028.10	\$12,229.04	\$56,837.99	\$21.41
March	\$14,645.72	\$559.02	\$5,068.25	\$2,235.66	\$7,178.51	\$29,687.15	\$95.65
April	\$5,472.20	\$18.60	\$1,830.27	\$187.50	\$6,069.64	\$13,578.20	\$12.74
May	\$4,502.03	\$88.84	\$1,530.29	\$977.47	\$9,076.20	\$16,174.83	\$26.46
June	\$11,987.72	\$2,559.27	\$4,849.00	\$2,854.67	\$12,560.76	\$34,811.42	\$28.11
July	\$27,193.57	\$4,003.88	\$10,399.15	\$3,937.70	\$15,345.99	\$60,880.28	\$13.86
FYE 9/30/2020	\$174,363.02	\$18,312.28	\$64,225.10	\$33,973.54	\$112,731.82	\$403,605.76	\$993.41
GRAND TOTAL SINCE INCEPTION	\$3,053,896.45	\$85,847.35	\$585,108.19	\$698,463.83	\$1,779,334.36	\$6,200,498.12	\$24,483.52

\$77,500.00

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	TOTAL	Budgeted	Yet to expend	
Visitor Inquiries:																
Total Number of Members	372	376	376	377	370	370	368	368	371	372	375	375	7,095			
E-mails answered	150	167	137	126	135	149	322	357	575	466	350	350	2,834			
Visitor Count	372	460	183	211	230	118	27	33	170	188	185	185	2,177			
Phone Inquiries	101	115	83	77	67	83		182	333	225	276		1,542			
Relocation Packets/Information	8	5	3	5	4	3	2	2	5	10	7		54			
Referrals to Local Businesses	77	93	125	127	137	145	90	114	130	178	156		1,372			
Press Releases/Articles	34	33	25	27	32	30	64	598	23	22	12		64,853			
Website Unique Visitors	2,998	3,209	2,612	3,208	3,070	3,427	2,508	2,866	4,528	4,655	3,750		36,861			
Website Total Visits	3,148	3,209	3,580	4,367	4,343	2,494	2,613	3,862	4,672	5,566	2,950		40,784			
Website Pages	5,815	5,791	4,213	5,162	5,208	4,211	4,598	4,510	9,103	8,704	4,523		61,838			
Facebook Posts	24	21	11	19	13	28	42	18	13	17	21		227			
Facebook Fans	9,525	9,522	9,517	9,501	9,491	9,494	9,483	9,985	9,977	9,966	9,945		106,406			
Facebook Videos (unique Views)	985	1,593	621	4,250	1,299	1,577	2,232	1,666	698	911	761		16,593			
Facebook Total Reach (unique users)	13,964	15,247	8,584	21,481	27,116	18,732	44,580	27,949	12,409	11,081	10,124		211,267			
Insta Gram Followers	371	396	408	425	445	458	475	492	523	546	563		5,102			
Special Events/ Business Promotion															77,500	
Arborfest (May)																
Crossoberfest (October)																
Fiddler's State Championship																
5B Father's Day Bash (June)																
Halloween Hoopla (October)	150.00												150.00			
Holiday Hoopla (December)			1,570.36										1,570.36			
July 4th Days of the Old West (July)					125.00					1,287.08			1,412.08			
Memorial Day (May)																
Rodeos (July, Aug, Sept)																
Sheep Town Drags (June)																
Trailing of the Sheep (October)																
Turkey Trot	225.00	3,368.70	1,683.48	1,483.75									6,760.93			
Wood River Valley Harvestfest (September)																
Promote Hailey/business							2,375.00						2,375.00			
Event Insurance																
Copies																
Website Updates																
Misc./Event supplies													386.75			
Event Administration	242.76	400.78	400.78	376.95		2,954.94	1,610.16		3,497.19	1,646.05	808.22		11,537.05			
Visitor Center Staffing	3,485.65	2,526.52	2,368.00	2,867.52	3,201.21	2,044.04	398.67	2,456.25	3,174.74	3,089.84	3,296.09		28,888.33			
Merchant Account Fees																
Telephone/Internet	94.00	94.00	94.00	188.00	94.00	94.00	94.00	94.00	94.00	94.00	94.00		940.00			
Computer Exp/Dropbox		408.99	408.99		11.99	11.99		11.99	11.99	11.99	11.99		480.93			
Visitor Center Improvements					25.82				205.40		467.87		699.09			
TOTAL	3,850.65	6,231.98	6,525.61	4,916.22	3,458.02	5,104.97	4,353.83	2,562.24	6,983.32	6,108.76	5,064.92	-	55,200.52	77,500.00	22,299.48	

The Chamber- Hailey, Wood River Valley LOT Transaction Detail August 2020

Type	Date	Num	Name	Memo	Amount
50050 - Payroll & Benefit Expenses					
50057 - Salary Expense					
50052 - Visitor Services					
Paycheck	08/14/2020	DD1...	Enderud, Shelley K	Direct Deposit	320.00
Paycheck	08/14/2020	11922	Thomas, Denise L		264.00
Paycheck	08/31/2020	DD1...	Enderud, Shelley K	Direct Deposit	260.00
Paycheck	08/31/2020	11923	Thomas, Denise L		203.50
Total 50052 - Visitor Services					1,047.50
50057 - Salary Expense - Other					
Paycheck	08/14/2020	DD1...	Enderud, Shelley K	Direct Deposit	0.00
Paycheck	08/14/2020	DD1...	Enderud, Shelley K	Direct Deposit	0.00
Paycheck	08/14/2020	DD1...	Enderud, Shelley K	Direct Deposit	0.00
Paycheck	08/31/2020	DD1...	Enderud, Shelley K	Direct Deposit	0.00
Paycheck	08/31/2020	DD1...	Enderud, Shelley K	Direct Deposit	0.00
Paycheck	08/31/2020	DD1...	Enderud, Shelley K	Direct Deposit	0.00
Total 50057 - Salary Expense - Other					0.00
Total 50057 - Salary Expense					1,047.50
50055 - Contract Labor					
Bill	08/15/2020	820	Lowe, Virginia		243.00
Bill	08/31/2020		Lowe, Virginia		385.00
Total 50055 - Contract Labor					628.00
50060 - Payroll Taxes					
Paycheck	08/14/2020	DD1...	Enderud, Shelley K	Direct Deposit	19.84
Paycheck	08/14/2020	DD1...	Enderud, Shelley K	Direct Deposit	4.64
Paycheck	08/14/2020	DD1...	Enderud, Shelley K	Direct Deposit	1.92
Paycheck	08/14/2020	DD1...	Enderud, Shelley K	Direct Deposit	2.63
Paycheck	08/14/2020	11922	Thomas, Denise L		16.36
Paycheck	08/14/2020	11922	Thomas, Denise L		3.82
Paycheck	08/14/2020	11922	Thomas, Denise L		1.58
Paycheck	08/14/2020	11922	Thomas, Denise L		2.18
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	41.58
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	5.20
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	9.72
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	1.22
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	0.00
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	0.00
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	5.52
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	0.69
Paycheck	08/31/2020	DD1...	Enderud, Shelley K	Direct Deposit	16.12
Paycheck	08/31/2020	DD1...	Enderud, Shelley K	Direct Deposit	3.77
Paycheck	08/31/2020	DD1...	Enderud, Shelley K	Direct Deposit	1.56
Paycheck	08/31/2020	DD1...	Enderud, Shelley K	Direct Deposit	2.14
Paycheck	08/31/2020	11923	Thomas, Denise L	Direct Deposit	12.62

The Chamber- Hailey, Wood River Valley LOT Transaction Detail August 2020

Type	Date	Num	Name	Memo	Amount
Paycheck	08/31/2020	11923	Thomas, Denise L		2.96
Paycheck	08/31/2020	11923	Thomas, Denise L		1.22
Paycheck	08/31/2020	11923	Thomas, Denise L		1.67
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	58.89
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	27.72
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	13.78
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	6.48
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	0.00
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	0.00
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	7.83
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	3.68
Total 50060 · Payroll Taxes					277.34
50050 · Payroll & Benefit Expenses - Other					
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	670.59
Paycheck	08/14/2020	DD1...	McKenna, Michael W	Direct Deposit	83.82
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	950.00
Paycheck	08/31/2020	DD1...	McKenna, Michael W	Direct Deposit	447.06
Total 50050 · Payroll & Benefit Expenses - Other					2,151.47
Total 50050 · Payroll & Benefit Expenses					4,104.31
50203 · Event Supplies					
Check	08/17/2020	Debit	Chevron	ice	12.72
Check	08/24/2020	Debit	Mama Inez	Hispanic cultural e...	103.27
Total 50203 · Event Supplies					115.99
50220 · Telephone & Communications Exp.					
Bill	08/15/2020		Cox Internet, Inc	Internet March	94.00
Total 50220 · Telephone & Communications Exp.					94.00
50230 · Computer & Internet Exp.					
Check	08/10/2020	Debit	DropBox		11.99
Total 50230 · Computer & Internet Exp.					11.99
60020 · Advertising Exp.					
Bill	08/15/2020	202...	Windy City Arts Inc	Sandwich Board	467.87
Total 60020 · Advertising Exp.					467.87
60275 · Rental - Equipment etc.					
Bill	08/25/2020	000...	Clear Creek Disposal ...	hand sanitizer stati...	270.76
Total 60275 · Rental - Equipment etc.					270.76
63000 · Contract Labor					

2:53 PM

09/22/20

Accrual Basis

The Chamber- Hailey, Wood River Valley
LOT Transaction Detail
 August 2020

Type	Date	Num	Name	Memo	Amount
Bill	08/31/2020	27	kim Bryson		0.00
Total 63000 · Contract Labor					
TOTAL					5,064.92

DEVELOPMENT IMPACT FEE CASH FLOW

8/31/2020

REVENUE	FY8-15	FYE 16	FYE 17	FYE 18	FYE 19	FYE 20	TOTALS	
		9/30/2016	9/30/2017	9/30/2018	9/30/2019	8/31/2020		
DIF - PARKS	78,592	2,760	11,600	6,650	10,015	16,194	125,811	
DIF - POLICE	51,620	9,824	217	-	-	-	61,661	
DIF - TRANSP	300,309	91,812	73,123	42,775	115,827	123,567	747,412	
DIF - FIRE	204,131	39,290	22,008	17,663	38,668	28,986	350,746	
DIF - CIP	18,295	4,313	5,638	2,374	10,041	7,503	48,164	
		<i>WiseGuy agr</i>						
	652,946	147,998	112,586	69,462	174,551	176,250	1,333,794	
							690.37	
							572.52	
							766.40	
							588.57	
							231.40	
							186.99	
							166.25	
							716.45	
							1,008.97	
							2,505.63	
							5,091.73	
							2,921.17	
							15,446.45	
							Expenses, actual and proposed thru FY20	
							(994,679.52)	
							DIF bal	
							354,560.62	
							Incl interest	
							Cash in LGIP	
							205,090.89	

Difference (FY20 yet to expend: PW4P) 149,469.73

RECAP BY CATEGORY, not including interest

	PARKS	POLICE	TRANSP	FIRE	CIP	TOTAL
FEES	125,811	61,661	747,412	350,746	48,164	1,333,794
EXPENSES FYE 08			30,000			30,000
EXPENSES FYE 09,10				18,567		18,567
EXPENSES FYE 11	63,070					63,070
EXPENSES FYE 12	-		135,686	75,563	7,500	218,749
EXPENSES FYE 13	8,224					8,224
EXPENSES FYE 15			45,195		9,500	54,695
EXPENSES FYE 16	12,300	31,981	13,750	27,224		85,255
EXPENSES FYE 17		29,681		134,690		164,371
EXPENSES FYE 18			138,252			138,252
BALANCE to 10/1/18	42,217	(0)	384,529	94,702	31,164	552,611
FY 19 Budgeted Expenses	26,497	-	187,000	-	-	213,497
FY 20 Budgeted Expenses	15,720	(0)	197,529	94,702	31,164	339,114
Anticipated Bal 9/30/20						

RECAP, WITH PROJECTED SPENDING OF DIF FOR CAPITAL PROJECTS FYE11-20

	PARKS	POLICE	TRANSP	FIRE	CIP	TOTAL
Truck/Street Dept			(30,000)			
Skatepark Expansion	(22,070)					
Skatepark Irr. Syst	(21,000)	-				
RV Dump Station	(20,000)					
Fire Station Design				(18,567)		
Woodside Roundabout			(180,881)			
Firetruck - used				(75,563)		
R Caplan CIP update					(7,500)	
TischlerBise					(9,500)	
Skatepark	(8,224)					
FY16 Proposed and Spent:						
Snow Plow Wing			(13,750)			
HPD Station		(25,634)				
Park Projects	(12,300)					
Fire Truck FY 16				(27,224)		
Street Projects FY17						
Public Safety Bldg FY17		(36,027)				
Fire Truck FY 17				(134,690)		
Broadford Road Bal CGP						
Chipper/Spreader 30% 74K			(22,325)			
Balmoral Park complete	(26,497)					
PW4P 2nd, Croy FY18			(115,928)			
PW4P Myrtle, etc FY19			(187,000)			
Total FYE 11-20 (budgeted)	110,091	61,661	549,883	256,044	17,000	994,680



8/31/2020

CITY OF HAILEY INVESTMENT REPORT

FUND	<i>Aug interest</i>	STATE INV POOL	PIPER JAFF	TOTAL
		0.667%		
GENERAL (includes Fireworks and PARK)		3,196,273.68		3,196,273.68
CAPITAL PROJECTS		840,966.65		840,966.65
CAPITAL PROJECTS	DIF Reserve	205,090.89		205,090.89
CAPITAL PROJECTS	Public Art	32,725.86		32,725.86
CAPITAL PROJECTS	Pathways 4 P	231,893.96		231,893.96
RODEO PARK PROPEY TAX RCPTS		59,002.47		59,002.47
WATER REVENUE		2,821,515.40		2,821,515.40
WATER RATE STABILIZATION		195,736.95		195,736.95
WASTE WATER REV		2,276,519.89		2,276,519.89
WASTE WATER BOND RESERVE		610,545.66		610,545.66
WASTE WATER RATE STABILIZATION		838,147.40		838,147.40
WATER REPLACEMENT		2,824,508.71	-	2,824,508.71
WASTE WATER REPLACEMENT		1,792,947.58		1,792,947.58
TOTAL		15,925,875.10	-	15,925,875.10

Return to Agenda

AGENDA ITEM SUMMARY

DATE 09/24/2020 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of August 2020 that are set to be paid by contract for September 2020.

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria:

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

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
09/10/2020	PC	09/17/2020	49068	AMBRIZ, JOSE L	7023	1,658.35-
09/10/2020	PC	09/17/2020	49072	SHOTSWELL, DAVE O	7044	1,480.77-
09/10/2020	PC	09/17/2020	49004	ARELLANO, NANCY	8005	1,348.00-
09/10/2020	PC	09/17/2020	49007	CONE, MARY M HILL	8009	1,544.26-
09/10/2020	PC	09/17/2020	49050	LEOS, CHRISTINA M	8012	1,649.02-
09/10/2020	PC	09/17/2020	49010	STOKES, BECKY	8013	1,655.47-
09/10/2020	PC	09/17/2020	49008	DAWSON, HEATHER M	8014	2,838.94-
09/10/2020	PC	09/17/2020	49070	HOLYOAK, STEVEN R	8036	1,792.67-
09/10/2020	PC	09/17/2020	49013	HOROWITZ, LISA	8049	2,001.31-
09/10/2020	PC	09/17/2020	49012	DAVIS, ROBYN K	8060	1,139.16-
09/10/2020	PC	09/17/2020	49038	MILLS, CAITLYN A	8061	1,035.24-
09/10/2020	PC	09/17/2020	49040	COOK, STEPHANIE N	8063	1,495.48-
09/10/2020	PC	09/17/2020	49075	HOLTZEN, KURTIS L	8072	1,481.74-
09/10/2020	PC	09/17/2020	49032	COLVILL, LEA N	8092	750.29-
09/10/2020	PC	09/17/2020	49061	DOMKE, RODNEY F	8097	1,430.79-
09/10/2020	PC	09/17/2020	49011	BUNDY, REBECCA F	8098	879.72-
09/10/2020	PC	09/17/2020	49039	PRIMROSE, LAURA A	8102	1,734.68-
09/10/2020	PC	09/17/2020	49060	YEAGER, BRIAN D	8107	2,003.69-
09/10/2020	PC	09/17/2020	49057	WALLACE, SHAWNA R	8108	1,754.43-
09/10/2020	PC	09/17/2020	49052	MURPHY, JARED J	8109	1,950.92-
09/10/2020	PC	09/17/2020	49014	PARKER, JESSICA L	8111	1,187.01-
09/10/2020	PC	09/17/2020	49034	DOLCE, DEIDRE	8113	1,100.91-
09/10/2020	PC	09/17/2020	49037	GRIGSBY, MICHAL J	8114	963.88-
09/10/2020	PC	09/17/2020	49049	LATIMER, JOSHUA L	8120	1,605.47-
09/10/2020	PC	09/17/2020	49036	FLETCHER, KRISTIN M	8122	983.17-
09/10/2020	PC	09/17/2020	49043	MARTINEZ, DAKOTAH P	8125	832.50-
09/10/2020	PC	09/17/2020	49048	ENGLAND, STEVE J	8143	2,624.86-
09/10/2020	PC	09/17/2020	49051	LUNA, JOSE	8145	1,619.34-
09/10/2020	PC	09/17/2020	49046	COX, CHARLES F	8161	2,243.06-
09/10/2020	PC	09/17/2020	49054	PECK, TODD D	8167	1,864.07-
09/10/2020	PC	09/17/2020	49053	PALLAS, MARTIN L	8169	1,289.24-
09/10/2020	PC	09/17/2020	49066	THOMPSON, WYATT F	8172	1,054.10-
09/10/2020	PC	09/17/2020	49064	NEUMANN, DANIEL L	8173	1,258.38-
09/10/2020	PC	09/17/2020	49076	MOATS, ZAKARY S	8174	1,053.72-
09/10/2020	PC	09/17/2020	49045	BAIRD, JACY DAVE	8183	1,750.48-
09/10/2020	PC	09/17/2020	49020	ERVIN, CHRISTIAN C	8185	1,373.04-
09/10/2020	PC	09/17/2020	49077	SAVAGE, JAMES L	8204	1,191.29-
09/10/2020	PC	09/17/2020	49005	ARNOLD, JANA D.	8206	519.46-
09/10/2020	PC	09/17/2020	49009	POMERLEAU, JENNIFER	8207	1,149.22-
09/10/2020	PC	09/17/2020	49006	CARRILLO-SALAS, DALIA	8209	929.73-
09/10/2020	PC	09/17/2020	49056	TUCKER, ANDREW	8211	1,554.51-
09/10/2020	PC	09/17/2020	49047	DAVIS, BRYAN L	8212	1,389.46-
09/10/2020	PC	09/17/2020	49041	KOTARA, BRIAN CHAMPE	8214	924.81-
09/10/2020	PC	09/17/2020	49074	BALIS, MARVIN C	8225	1,710.04-
09/10/2020	PC	09/17/2020	49065	SCHWARZ, STEPHEN K	8226	2,102.31-
09/10/2020	PC	09/17/2020	49067	WEST III, KINGSTON R	8234	1,197.26-
09/10/2020	PC	09/17/2020	49044	REYES, ANTONIO	8238	1,194.81-
09/10/2020	PC	09/17/2020	49063	JOHNSTON, JAIMEY P	8243	1,471.15-
09/10/2020	PC	09/17/2020	49059	MARES, MARIA C	8251	1,064.46-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
09/10/2020	PC	09/17/2020	49033	CROTTY, JOSHUA M	8283	968.45-
09/10/2020	PC	09/17/2020	49069	ELLSWORTH, BRYSON D	8285	1,582.03-
09/10/2020	PC	09/17/2020	49073	BALDWIN, MERRITT JAM	8286	1,163.06-
09/10/2020	PC	09/17/2020	49071	PARKER, MICHAEL J	8506	1,197.67-
09/10/2020	PC	09/17/2020	49017	BOATMAN, MICHAEL L	9006	29.56-
09/10/2020	PC	09/17/2020	49024	MURPHY, JOSHUA Z	9011	57.26-
09/10/2020	PC	09/17/2020	49029	STOCKING, WINDI G	9023	261.81-
09/10/2020	PC	09/17/2020	49030	STOESZ, CHAD G	9030	129.75-
09/10/2020	PC	09/17/2020	49023	MILEY, SCOTT A	9034	33.25-
09/10/2020	PC	09/17/2020	49018	DAHLEN, LUKE K	9041	36.01-
09/10/2020	PC	09/17/2020	49016	BALEDGE, MICHAEL S	9054	2,143.50-
09/10/2020	PC	09/17/2020	49015	AVILA, JOSE	9108	30.47-
09/10/2020	PC	09/17/2020	49025	PALLAS, MARTIN L	9111	112.78-
09/10/2020	PC	09/17/2020	49028	RINEHART, CADEN J	9115	299.14-
09/10/2020	PC	09/17/2020	49031	YEAGER, KAITLYN R	9117	48.03-
09/10/2020	PC	09/17/2020	49026	PERE, RIKA M	9119	28.63-
09/10/2020	PC	09/17/2020	49019	DITMORE, KEVIN D	9145	2,445.69-
09/10/2020	PC	09/17/2020	49062	GILTNER, JOE R	1008065	1,183.16-
09/10/2020	PC	09/17/2020	49055	SHELAMER, MICHAEL S	1008163	1,706.23-
09/10/2020	PC	09/17/2020	49035	DREWIEN, LYNETTE M	1008271	1,356.43-
09/10/2020	PC	09/17/2020	49058	WARD, CASEY R	1008287	1,754.59-
09/10/2020	PC	09/17/2020	49021	HOOVER, JAMES T	9002	497.86-
09/10/2020	PC	09/17/2020	49022	LOHRKE, CONNOR W	9008	85.05-
09/10/2020	PC	09/17/2020	49027	RAINEY, PHILLIP R.	1009068	50.42-
09/10/2020	PC	09/17/2020	49042	LAPOINTE, JAMES M	8116	995.56-
09/10/2020	CDPT	09/15/2020	49004	AFLAC	1	310.89-
09/10/2020	CDPT	09/15/2020	49004	AFLAC	1	168.78-
09/10/2020	CDPT	09/15/2020	49005	DELTA DENTAL PLAN OF	2	602.18-
09/10/2020	CDPT	09/15/2020	49005	DELTA DENTAL PLAN OF	2	2,635.88-
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	1,557.12-
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	27,712.21-
09/10/2020	CDPT	09/15/2020	49008	NCPERS GROUP LIFE IN	6	128.00-
09/10/2020	CDPT	09/15/2020	2202213	PERSI	7	5,649.93-
09/10/2020	CDPT	09/15/2020	2202213	PERSI	7	9,421.84-
09/10/2020	CDPT	09/15/2020	2202213	PERSI	7	3,824.48-
09/10/2020	CDPT	09/15/2020	2202213	PERSI	7	5,330.87-
09/10/2020	CDPT	09/15/2020	2202213	PERSI	7	3,722.48-
09/10/2020	CDPT	09/15/2020	2202213	PERSI	7	180.59-
09/10/2020	CDPT	09/15/2020	2202213	PERSI	7	431.38-
09/10/2020	CDPT	09/15/2020	2202213	PERSI	7	42.31-
09/10/2020	CDPT	09/15/2020	2202213	MOUNTAIN WEST BANK	8	7,814.33-
09/10/2020	CDPT	09/15/2020	2202213	MOUNTAIN WEST BANK	8	7,814.33-
09/10/2020	CDPT	09/15/2020	2202213	MOUNTAIN WEST BANK	8	1,827.55-
09/10/2020	CDPT	09/15/2020	2202213	MOUNTAIN WEST BANK	8	1,827.55-
09/10/2020	CDPT	09/15/2020	2202213	MOUNTAIN WEST BANK	8	9,806.32-
09/10/2020	CDPT	09/15/2020	49007	IDAHO STATE TAX COMM	9	3,529.00-
09/10/2020	CDPT	09/15/2020	49006	HAILEY VOLUNTEER FIR	12	70.00-
09/10/2020	CDPT	09/15/2020	2202213	A.W. REHN & ASSOCIATE	21	806.72-
09/10/2020	CDPT	09/15/2020	49010	VSP	26	98.62-
09/10/2020	CDPT	09/15/2020	49010	VSP	26	490.36-
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	3,530.29-
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	3,139.30
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	700.99
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	703.37
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	21.31
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	21.31
09/10/2020	CDPT	09/15/2020	49009	REGENCE BLUE SHIELD	3	21.31

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
Grand Totals:			<u>106</u>			<u>183,749.48-</u>

Report Criteria:

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
176 ALLINGTON, RICK											
165	1	Attorney Fees	Invoice	10/01/2020	10/01/2020	3,901.72	3,901.72	100-25-41313		1020	1
Total 176 ALLINGTON, RICK:						3,901.72	3,901.72				
757 ALPINE TREE SERVICE INC.											
46180	1	46180 REMOVE 3 ASPENS, SE CORNER RED ELE	Invoice	09/15/2020	09/28/2020	1,500.00	1,500.00	100-50-41707		920	1
46181	1	46181 REMOVE DEAD WILLOW AT 117 E GALENA	Invoice	09/15/2020	09/28/2020	740.00	740.00	100-50-41707		920	1
Total 757 ALPINE TREE SERVICE INC. :						2,240.00	2,240.00				
1913 AMAZON CAPITAL SERVICES											
13CL-7	1	13CL-7TW6-99DP hand sanitizer	Invoice	09/02/2020	09/28/2020	129.00	129.00	100-45-41215	20.15.0001.1	920	1
14J4-Q	1	14J4-QG7K-9GJL Kinder Kits	Invoice	09/16/2020	09/28/2020	78.19	78.19	100-45-41215	20.45.0001.1	920	1
177H-V	1	177H-VG9F-ML4F DisplayPort	Invoice	09/03/2020	09/28/2020	36.23	36.23	100-42-41533		920	1
177H-V	2	177H-VG9F-ML4F DisplayPort	Invoice	09/03/2020	09/28/2020	36.23	36.23	200-42-41533		920	1
177H-V	3	177H-VG9F-ML4F DisplayPort	Invoice	09/03/2020	09/28/2020	36.23	36.23	210-42-41533		920	1
19NX-P	1	#19NX-P9HQ-D3PJ COMPUTER MONITOR	Invoice	09/10/2020	09/28/2020	175.98	175.98	200-60-41211		920	1
19NX-P	2	#19NX-P9HQ-D3PJ MONITOR WALL MOUNT	Invoice	09/10/2020	09/28/2020	22.49	22.49	200-60-41211		920	1
19X1-Q	1	19X1-QCPX-3NQR KABA LOCK BATTERIES 48CT	Invoice	09/05/2020	09/28/2020	15.13	15.13	100-42-41413		920	1
19X1-Q	2	19X1-QCPX-3NQR KABA LOCK BATTERIES 48CT	Invoice	09/05/2020	09/28/2020	15.13	15.13	200-42-41413		920	1
19X1-Q	3	19X1-QCPX-3NQR KABA LOCK BATTERIES 48CT	Invoice	09/05/2020	09/28/2020	15.14	15.14	210-42-41413		920	1
1CR3-L	1	1CR3-LL3J-D9DM Nitrile Gloves library cleaning-orde	Invoice	09/17/2020	09/28/2020	47.85	47.85	100-45-41215	20.15.0001.1	920	1
1GKX-	1	Credit Memo#L31J	Invoice	09/10/2020	09/28/2020	4.00-	4.00-	100-15-41533		920	1
1GKX-	2	Credit Memo#L31J	Invoice	09/10/2020	09/28/2020	3.99-	3.99-	200-15-41533		920	1
1GKX-	3	Credit Memo#L31J	Invoice	09/10/2020	09/28/2020	3.99-	3.99-	210-15-41533		920	1
1J4H-	1	1J4H-W79C-YP9D Kinder Kits	Invoice	09/19/2020	09/28/2020	112.31	112.31	100-45-41215	20.45.0001.1	920	1
1NW9-	1	1NW9-TFW9-3QD3 CITY HALL CLEANING SUPPLI	Invoice	08/31/2020	09/28/2020	2.79	2.79	100-42-41413		920	1
1NW9-	2	1NW9-TFW9-3QD3 CITY HALL CLEANING SUPPLI	Invoice	08/31/2020	09/28/2020	2.79	2.79	200-42-41413		920	1
1NW9-	3	1NW9-TFW9-3QD3 CITY HALL CLEANING SUPPLI	Invoice	08/31/2020	09/28/2020	2.79	2.79	210-42-41413		920	1
1TD9-6	1	1TD9-6HKC-QNM7 NITRILE GLOVES, MASKS	Invoice	09/09/2020	09/28/2020	200.14	200.14	100-45-41215	20.15.0001.1	920	1
Total 1913 AMAZON CAPITAL SERVICES:						916.44	916.44				
5977 BLAINE COUNTY EMERGENCY COMM											
HFD20	1	Inv# HFD2021 public safety system, interest, field op	Invoice	09/15/2020	09/28/2020	3,077.54	3,077.54	100-55-41741		920	1
Total 5977 BLAINE COUNTY EMERGENCY COMM:						3,077.54	3,077.54				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
50379 BLISS ARCHITECTURE											
202003	1	#202003-02 Floor Plans, Site Location Options for U	Invoice	09/16/2020	09/28/2020	1,440.00	1,440.00	100-20-41709		920	1
Total 50379 BLISS ARCHITECTURE:						1,440.00	1,440.00				
474 BRADLEY CONSTRUCTION											
BUILD1	1	OVERPAYMENT REFUND	Invoice	09/10/2020	09/28/2020	50.00	50.00	100-00-15110		920	1
Total 474 BRADLEY CONSTRUCTION:						50.00	50.00				
2384 C & R ELECTRIC, INC.											
10752	1	10752 CHECK AND CLEAN CONTACT/ROTATION	Invoice	09/08/2020	09/28/2020	112.50	112.50	210-70-41403		920	1
Total 2384 C & R ELECTRIC, INC.:						112.50	112.50				
5361 CENTURY LINK - PHONE SERVICE											
2.1.202	1	CREDIT, check will be mailed to us in 7 days	Invoice	02/01/2020	02/08/2020	293.44-	293.44-	100-25-41713		220	1
Total 5361 CENTURY LINK - PHONE SERVICE:						293.44-	293.44-				
7000 CLEARWATER LANDSCAPING											
20-083	1	20-083362 OLD CUTTERS PARK NATURAN AREA	Invoice	08/24/2020	09/28/2020	985.00	985.00	100-50-41403		920	1
20-083	1	20-083363 MAIN ST IRR REPAIR AT WISE GUY	Invoice	08/24/2020	09/28/2020	276.99	276.99	100-50-41403		920	1
20-094	1	20-094363 MAIN ST IRR REPAIRS AT SILVER ST	Invoice	09/11/2020	09/28/2020	750.86	750.86	100-50-41403		920	1
Total 7000 CLEARWATER LANDSCAPING:						2,012.85	2,012.85				
337 COPY & PRINT LLC											
104217	1	Invoice 104217 Logo Table Runner	Invoice	09/21/2020	09/28/2020	93.59	93.59	100-45-41326		920	1
98672	1	98672 paper & posterboard	Invoice	07/19/2019	09/28/2020	38.47	38.47	100-45-41215		920	1
Total 337 COPY & PRINT LLC:						132.06	132.06				
2808 CORE & MAIN LP											
M7873	1	#M787367 4" REGISTERS	Invoice	09/02/2020	09/28/2020	1,022.56	1,022.56	200-60-41403		920	1
M7873	2	#M787367 GASKETS	Invoice	09/02/2020	09/28/2020	16.56	16.56	200-60-41403		920	1
M7873	3	#M787367 2" METERS	Invoice	09/02/2020	09/28/2020	2,002.00	2,002.00	200-60-41403		920	1
M7873	4	#M787367 REGISTER PINS	Invoice	09/02/2020	09/28/2020	17.00	17.00	200-60-41403		920	1
M7873	5	#M787367 BRASS PARTS	Invoice	09/02/2020	09/28/2020	293.04	293.04	200-60-41403		920	1
M7873	6	#M787367 POLY INSERTS	Invoice	09/02/2020	09/28/2020	47.52	47.52	200-60-41403		920	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 2808 CORE & MAIN LP:						3,398.68	3,398.68				
1731 CROP PRODUCTION SERVICES											
434097	1	43409736 FERT/HERBICIDE FOR PARKS	Invoice	08/17/2020	09/28/2020	3,800.00	3,800.00	100-50-41403		920	1
Total 1731 CROP PRODUCTION SERVICES:						3,800.00	3,800.00				
177 CUES INCORPORATED											
569904	1	569904 SEWER CAMERA REPAIR PARTS	Invoice	09/15/2020	09/28/2020	762.17	762.17	210-70-41405		920	1
Total 177 CUES INCORPORATED:						762.17	762.17				
781 DIGLINE											
006400	1	0064008-IN DIG LINE FEES W	Invoice	08/31/2020	09/28/2020	109.20	109.20	200-60-41325		920	1
006400	2	0064008-IN DIG LINE FEES WW	Invoice	08/31/2020	09/28/2020	109.20	109.20	210-70-41325		920	1
Total 781 DIGLINE:						218.40	218.40				
8553 ELLSWORTH, BRYSON											
08/11/2	1	Bryson Ellsworth PER DIEM -MEALS 2DAY TRAININ	Invoice	08/11/2020	09/28/2020	137.50	137.50	210-70-41724		920	1
Total 8553 ELLSWORTH, BRYSON:						137.50	137.50				
2782 FIRE SERVICES OF IDAHO, LLC											
759282	1	ANNUAL SERVICE OF FIRE EXTINGUISHER	Invoice	09/10/2020	09/28/2020	45.00	45.00	100-45-41413		920	1
Total 2782 FIRE SERVICES OF IDAHO, LLC:						45.00	45.00				
5372 FIRST BANKCARD - CONE											
SEPTE	1	interest charges	Invoice	09/16/2020	09/28/2020	.58	.58	100-15-41215		920	1
SEPTE	2	interest charges	Invoice	09/16/2020	09/28/2020	.58	.58	200-15-41215		920	1
SEPTE	3	interest charges	Invoice	09/16/2020	09/28/2020	.59	.59	210-15-41215		920	1
Total 5372 FIRST BANKCARD - CONE:						1.75	1.75				
996 FREEDOM MAILING SERVICES											
38971	1	38971 Delinquent letters and postage	Invoice	09/11/2020	09/28/2020	48.99	48.99	100-15-41323		920	1
38971	2	38971 Delinquent letters and postage	Invoice	09/11/2020	09/28/2020	48.99	48.99	200-15-41323		920	1
38971	3	38971 Delinquent letters and postage	Invoice	09/11/2020	09/28/2020	48.99	48.99	210-15-41323		920	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 996 FREEDOM MAILING SERVICES:						146.97	146.97				
5909 FUGATE, JANET											
P&Z ST	1	P&Z Stipend 09/21/2020	Invoice	09/21/2020	09/28/2020	56.25	56.25	100-10-41313		920	1
P&Z ST	2	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.12	28.12	200-10-41313		920	1
P&Z ST	3	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.13	28.13	210-10-41313		920	1
Total 5909 FUGATE, JANET:						112.50	112.50				
5711 G & G LANDSCAPING SERVICES INC											
7478	1	7478 DEERFIELD IRR. REPAIR- REPLACE VALVE,	Invoice	09/01/2020	09/28/2020	434.00	434.00	100-50-41403		920	1
7487	1	7487 KIWANIS PARK IRR. REPAIRS- ADD VALVES,	Invoice	09/01/2020	09/28/2020	5,683.02	5,683.02	100-50-41403		920	1
7488	1	7488 HEAGLE PARK IRR. REPAIRS- REPAIR MAIN	Invoice	09/01/2020	09/28/2020	1,123.89	1,123.89	100-50-41403		920	1
Total 5711 G & G LANDSCAPING SERVICES INC:						7,240.91	7,240.91				
101 GALENA ENGINEERING, INC.											
5398.1	1	Reference #5398.12/SR/Rodeo Grounds/Cost Estima	Invoice	08/01/2020	09/28/2020	1,623.75	1,623.75	100-20-41313		920	1
Total 101 GALENA ENGINEERING, INC.:						1,623.75	1,623.75				
5540 GEM STATE ELECTRIC											
115190	1	115190 PLANT WATER PUMP REPAIR	Invoice	08/25/2020	09/28/2020	3,115.75	3,115.75	210-70-41405		920	1
115202	1	115202 PLANT WATER PUMP	Invoice	09/01/2020	09/28/2020	5,750.39	5,750.39	210-70-41405		920	1
Total 5540 GEM STATE ELECTRIC:						8,866.14	8,866.14				
369 GEM STATE WELDERS SUPPLY INC.											
196313	1	196313 TANK RENTAL WWTP	Invoice	08/31/2020	09/28/2020	167.13	167.13	210-70-41421		920	1
Total 369 GEM STATE WELDERS SUPPLY INC. :						167.13	167.13				
851 GLASS MASTERS, INC											
I-20-17	1	Invoice 1-20-1777 Replace library west double doors	Invoice	09/22/2020	09/28/2020	4,487.38	4,487.38	100-45-41413		920	1
Total 851 GLASS MASTERS, INC :						4,487.38	4,487.38				
365 GRANITE SEED											
1-6032	1	1-60324 WOODSIDE BLVD SEED MIX	Invoice	09/09/2020	09/28/2020	530.51	530.51	100-50-41403		920	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 365 GRANITE SEED:						530.51	530.51				
4782 GRAY, ERIKKA A & DAYMON G											
CREDI	1	CREDIT AMOUNT REFUND	Invoice	09/18/2020	09/28/2020	132.29	132.29	100-00-15110		920	1
Total 4782 GRAY, ERIKKA A & DAYMON G:						132.29	132.29				
658 HAILEY CHAMBER OF COMMERCE											
AUGUS	1	CHAMBER LOT EXPENSES AUGUST 2020	Invoice	09/23/2020	09/28/2020	5,064.92	5,064.92	100-10-41707		920	1
Total 658 HAILEY CHAMBER OF COMMERCE:						5,064.92	5,064.92				
50398 HAILEY ICE											
1290	1	LOT - HAILEYICE.ORG WEBSITE 50% REMAINDE	Invoice	08/24/2020	09/28/2020	1,350.00	1,350.00	100-10-41707		920	1
20587	1	LOT - Display Ad for Oct-Nov-Dec Issue 2020	Invoice	09/22/2020	09/28/2020	730.00	730.00	100-10-41707		920	1
SEPTE	1	LOT - SVCS HERE+THERE MAGAZINE - FALL/WIN	Invoice	09/21/2020	09/28/2020	650.00	650.00	100-10-41707		920	1
Total 50398 HAILEY ICE:						2,730.00	2,730.00				
6166 HAMPTON INN IDAHO FALLS											
35099	1	BRYSON ELLSWORTH	Invoice	09/02/2020	09/28/2020	192.00	192.00	210-70-41724		920	1
Total 6166 HAMPTON INN IDAHO FALLS:						192.00	192.00				
4781 HAZELTON, KELSEY											
CREDI	1	CREDIT AMOUNT REFUND	Invoice	09/15/2020	09/28/2020	59.92	59.92	100-00-15110		920	1
Total 4781 HAZELTON, KELSEY:						59.92	59.92				
5410 HDR ENGINEERING INC											
120029	1	1200274532 FACILITY PLANNING STUDY TASK OR	Invoice	08/28/2020	09/28/2020	7,951.57	7,951.57	210-70-41313	19.70.0001.1	920	1
Total 5410 HDR ENGINEERING INC:						7,951.57	7,951.57				
8606 HRA VEBA TRUST											
OCTOB	1	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	85.26	85.26	210-15-41126		920	1
OCTOB	2	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	85.26	85.26	200-15-41126		920	1
OCTOB	3	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	85.26	85.26	100-15-41126		920	1
OCTOB	4	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	121.72	121.72	100-50-41126		920	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
OCTOB	5	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	243.44	243.44	100-20-41126		920	1
OCTOB	6	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	1,278.95	1,278.95	100-25-41126		920	1
OCTOB	7	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	633.30	633.30	100-45-41126		920	1
OCTOB	8	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	255.79	255.79	100-40-41126		920	1
OCTOB	9	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	511.58	511.58	200-60-41126		920	1
OCTOB	10	MONTHLY VEBA CONTRIBUTION Oct 2020	Invoice	09/16/2020	09/28/2020	620.95	620.95	210-70-41126		920	1
POCFF	1	POCff AUG 20	Invoice	09/16/2020	09/28/2020	8,750.00	8,750.00	160-55-41185	18.55.0002.1	920	2
Total 8606 HRA VEBA TRUST:						12,671.51	12,671.51				
1301 IDAHO DEPT OF WATER RESOURCES											
AUGUS	1	WATER Right lease application fee# 37-22019	Invoice	09/17/2020	09/28/2020	250.00	250.00	200-60-41313		920	1
Total 1301 IDAHO DEPT OF WATER RESOURCES:						250.00	250.00				
671 IDAHO LUMBER & HARDWARE											
832613	1	832613 GLOVES	Invoice	09/01/2020	09/28/2020	11.99	11.99	100-50-41403		920	1
833044	1	833044 BOLTS TO REPAIR PICNIC TABLES	Invoice	09/03/2020	09/28/2020	3.46	3.46	100-50-41403		920	1
833057	1	833057 BOLTS TO REPAIR PICNIC TABLES	Invoice	09/03/2020	09/28/2020	.28	.28	100-50-41403		920	1
833189	1	833189 GLOVES	Invoice	09/04/2020	09/28/2020	14.99	14.99	100-50-41403		920	1
835054	1	835054 TRIMMER LINE	Invoice	09/21/2020	09/28/2020	22.99	22.99	100-50-41403		920	1
Total 671 IDAHO LUMBER & HARDWARE:						53.71	53.71				
22433 IDAHO POWER											
09/22/2	1	IP Acct#2204414540 Street lights	Invoice	09/22/2020	09/28/2020	177.39	177.39	100-40-41717		920	1
09/22/2	2	IP Acct#2222783132 Hailey Police Dept	Invoice	09/22/2020	09/28/2020	295.89	295.89	100-25-41717		920	1
09/22/2	3	IP Acct#2205094259 PARK	Invoice	09/22/2020	09/28/2020	659.27	659.27	100-50-41717		920	1
09/22/2	4	IP Acct#2204935643 STREET -1811 MERLIN LOO	Invoice	09/22/2020	09/28/2020	404.57	404.57	100-40-41717		920	1
09/22/2	5	IP Acct#2204935643 HFD	Invoice	09/22/2020	09/28/2020	264.86	264.86	100-55-41717		920	1
09/22/2	6	IP Acct#2204935643 LIBRARY	Invoice	09/22/2020	09/28/2020	679.46	679.46	100-45-41717		920	1
09/22/2	7	IP Acct#2204935643 /33%	Invoice	09/22/2020	09/28/2020	141.72	141.72	100-42-41717		920	1
09/22/2	8	IP Acct#2204935643 /33%	Invoice	09/22/2020	09/28/2020	141.72	141.72	200-42-41717		920	1
09/22/2	9	IP Acct#2204935643 /33%	Invoice	09/22/2020	09/28/2020	141.71	141.71	210-42-41717		920	1
09/22/2	10	IP Acct#2204637769 W WATER	Invoice	09/22/2020	09/28/2020	10,906.90	10,906.90	210-70-41717		920	1
09/22/2	11	IP Acct#2200663470 Elm Alley	Invoice	09/22/2020	09/28/2020	5.99	5.99	100-40-41717		920	1
09/22/2	12	IP Acct#2220558908 HEAGLE/1151 War Eagle	Invoice	09/22/2020	09/28/2020	5.29	5.29	100-40-41717		920	1
Total 22433 IDAHO POWER:						13,824.77	13,824.77				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
138 IDAHO RURAL WATER ASSOC.											
16625	1	16625 WW TRAINING _MIKE	Invoice	05/21/2020	09/28/2020	120.00	120.00	210-70-41724		920	1
16747	1	16747 WW TRAINING BRYSON	Invoice	07/30/2020	09/28/2020	285.00	285.00	210-70-41723		920	1
Total 138 IDAHO RURAL WATER ASSOC. :						405.00	405.00				
50352 IDAHO TRANSPORTATION DEPT											
19998	1	Key No. 19998 Final ADA Agreement, Agt #7093	Invoice	08/24/2020	09/28/2020	24,033.36	24,033.36	120-40-41549	21.40.0001.1	920	1
Total 50352 IDAHO TRANSPORTATION DEPT:						24,033.36	24,033.36				
534 IDEQ											
202106	1	DRINKING WATER FEE ASSESSMENT QUARTERL	Invoice	09/10/2020	09/28/2020	2,747.00	2,747.00	200-60-41311		920	1
Total 534 IDEQ:						2,747.00	2,747.00				
612 INGRAM BOOK COMPANY											
481507	1	Library Books and Materials	Invoice	09/03/2020	09/28/2020	29.65	29.65	100-45-41535		920	1
481507	1	Library Books and Materials	Invoice	09/03/2020	09/28/2020	30.22	30.22	100-45-41535		920	1
481507	1	Library Books and Materials	Invoice	09/03/2020	09/28/2020	126.02	126.02	100-45-41535		920	1
481507	1	Library Books and Materials	Invoice	09/03/2020	09/28/2020	24.59	24.59	100-45-41535		920	1
481507	1	Library Books and Materials	Invoice	09/03/2020	09/28/2020	81.64	81.64	100-45-41535		920	1
481507	1	Library Books and Materials	Invoice	09/03/2020	09/28/2020	93.48	93.48	100-45-41535		920	1
481507	1	Library Books and Materials	Invoice	09/03/2020	09/28/2020	62.19	62.19	100-45-41535		920	1
482457	1	Library Books and Materials	Invoice	09/09/2020	09/28/2020	79.01	79.01	100-45-41535		920	1
482457	1	Library Books and Materials	Invoice	09/09/2020	09/28/2020	13.58	13.58	100-45-41535		920	1
482530	1	Library Books and Materials	Invoice	09/09/2020	09/28/2020	360.85	360.85	100-45-41535		920	1
482530	1	Library Books and Materials	Invoice	09/09/2020	09/28/2020	19.02	19.02	100-45-41535		920	1
482530	1	Library Books and Materials	Invoice	09/09/2020	09/28/2020	50.95	50.95	100-45-41535		920	1
482530	1	Library Books and Materials	Invoice	09/09/2020	09/28/2020	30.77	30.77	100-45-41535		920	1
482530	1	Library Books and Materials	Invoice	09/09/2020	09/28/2020	83.16	83.16	100-45-41535		920	1
482530	1	Library Books and Materials	Invoice	09/09/2020	09/28/2020	16.24	16.24	100-45-41535		920	1
482834	1	Library Books and Materials	Invoice	09/10/2020	09/28/2020	20.14	20.14	100-45-41535		920	1
482834	1	Library Books and Materials	Invoice	09/10/2020	09/28/2020	11.59	11.59	100-45-41535		920	1
482834	1	Library Books and Materials	Invoice	09/10/2020	09/28/2020	15.68	15.68	100-45-41535		920	1
483703	1	Library Books and Materials	Invoice	09/15/2020	09/28/2020	24.96-	24.96-	100-45-41535		920	1
483960	1	Library Books and Materials	Invoice	09/16/2020	09/28/2020	15.68	15.68	100-45-41535		920	1
483960	1	Library Books and Materials	Invoice	09/16/2020	09/28/2020	4.63	4.63	100-45-41535		920	1
483960	1	Library Books and Materials	Invoice	09/16/2020	09/28/2020	418.03	418.03	100-45-41535		920	1
483960	1	Library Books and Materials	Invoice	09/16/2020	09/28/2020	31.91	31.91	100-45-41535		920	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
483960	1	Library Books and Materials	Invoice	09/16/2020	09/28/2020	16.22	16.22	100-45-41535		920	1
483960	1	Library Books and Materials	Invoice	09/16/2020	09/28/2020	27.92	27.92	100-45-41535		920	1
483960	1	Library Books and Materials	Invoice	09/16/2020	09/28/2020	42.52	42.52	100-45-41535		920	1
483960	1	Library Books and Materials	Invoice	09/16/2020	09/28/2020	14.56	14.56	100-45-41535		920	1
484173	1	Library Books and Materials	Invoice	09/17/2020	09/28/2020	16.71	16.71	100-45-41535		920	1
484173	1	Library Books and Materials	Invoice	09/17/2020	09/28/2020	10.63	10.63	100-45-41535		920	1
484173	1	Library Books and Materials	Invoice	09/17/2020	09/28/2020	480.88	480.88	100-45-41535		920	1
484173	1	Library Books and Materials	Invoice	09/17/2020	09/28/2020	10.07	10.07	100-45-41535		920	1
484173	1	Library Books and Materials	Invoice	09/17/2020	09/28/2020	31.33	31.33	100-45-41535		920	1
Total 612 INGRAM BOOK COMPANY:						2,244.91	2,244.91				
229 INTEGRATED TECHNOLOGIES											
149784	1	INV# 149784 CONTRACT BASE, COPIES/PRINT	Invoice	08/28/2020	09/28/2020	83.90	83.90	100-55-41711		920	1
150376	1	150376 SHARP AR-M355N MAINENANCE WW	Invoice	09/07/2020	09/28/2020	40.27	40.27	210-70-41211		920	1
150812	1	#150812 SHARP MX-M550N BASE RATE	Invoice	09/16/2020	09/28/2020	28.96	28.96	100-15-41323		920	1
150812	2	#150812 SHARP MX-M550N BASE RATE	Invoice	09/16/2020	09/28/2020	28.96	28.96	200-15-41323		920	1
150812	3	#150812 SHARP MX-M550N BASE RATE	Invoice	09/16/2020	09/28/2020	28.97	28.97	210-15-41323		920	1
Total 229 INTEGRATED TECHNOLOGIES:						211.06	211.06				
330 JANE'S ARTIFACTS											
049106	1	049106 poster board COVID signage	Invoice	09/15/2020	09/28/2020	11.98	11.98	100-45-41215	20.15.0001.1	920	1
Total 330 JANE'S ARTIFACTS:						11.98	11.98				
4542 KETCHUM COMPUTERS											
17342	1	17342 Admin - planning meeting w/ Mary on website,	Invoice	09/16/2020	09/28/2020	258.33	258.33	100-15-41313		920	1
17342	2	17342 Admin - planning meeting w/ Mary on website,	Invoice	09/16/2020	09/28/2020	258.33	258.33	200-15-41313		920	1
17342	3	17342 Admin - planning meeting w/ Mary on website,	Invoice	09/16/2020	09/28/2020	258.34	258.34	210-15-41313		920	1
17342	4	17342 Public Works - Contact Brian with final needs o	Invoice	09/16/2020	09/28/2020	77.50	77.50	100-42-41313		920	1
17342	5	17342 Public Works - Contact Brian with final needs o	Invoice	09/16/2020	09/28/2020	77.50	77.50	200-42-41313		920	1
17342	6	17342 Public Works - Contact Brian with final needs o	Invoice	09/16/2020	09/28/2020	77.50	77.50	210-42-41313		920	1
17342	7	17342 Comm Dev - Install Adobe Acrobat for Lisa	Invoice	09/16/2020	09/28/2020	77.50	77.50	100-20-41313		920	1
17342	8	17342 HFD - Assist Paul of CodePro with Database c	Invoice	09/16/2020	09/28/2020	155.00	155.00	100-55-41313		920	1
17342	9	17342 Library - Setup scan to email on multi function	Invoice	09/16/2020	09/28/2020	232.50	232.50	100-45-41313		920	1
17342	10	17342 HPD - Migrate account and setup Officer Mich	Invoice	09/16/2020	09/28/2020	193.75	193.75	100-25-41313		920	1
Total 4542 KETCHUM COMPUTERS:						1,666.25	1,666.25				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
386 L.L. GREENS											
A59708	1	A597085 BLEACH AND SHOP SUPPLIES WW	Invoice	09/17/2020	09/28/2020	221.90	221.90	210-70-41795		920	1
D46784	1	D46784 WD40, WEATHER TAPE WW	Invoice	09/08/2020	09/28/2020	71.93	71.93	210-70-41421		920	1
Total 386 L.L. GREENS :						293.83	293.83				
4495 MIDWEST TAPE											
993411	1	Library materials for collection	Invoice	09/03/2020	09/28/2020	59.98	59.98	100-45-41535		920	1
993411	1	Library Books and Materials	Invoice	09/03/2020	09/28/2020	129.97	129.97	100-45-41535		920	1
993732	1	Library Books and Materials	Invoice	09/11/2020	09/28/2020	120.19	120.19	100-45-41535		920	1
Total 4495 MIDWEST TAPE:						310.14	310.14				
1654 MK SOLUTIONS INC.											
60576	1	RFID Staff Stations	Invoice	09/17/2020	09/28/2020	2,150.00	2,150.00	100-45-41539		920	1
Total 1654 MK SOLUTIONS INC.:						2,150.00	2,150.00				
4585 MOUNTAIN EQUIPMENT TECHNOLOGY											
3423	1	3423 SCADA SERVICE WWTP	Invoice	09/16/2020	09/28/2020	5,510.00	5,510.00	210-70-41313		920	1
Total 4585 MOUNTAIN EQUIPMENT TECHNOLOGY:						5,510.00	5,510.00				
2367 MSC INDUSTRIAL SUPPLY CO.											
829649	1	82964962 SHOP SUPPLIES WW	Invoice	08/27/2020	09/28/2020	918.51	918.51	210-70-41211		920	1
848436	1	84843692 SPRAY BOTTLES WW	Invoice	09/03/2020	09/28/2020	6.68	6.68	210-70-41795	20.15.0001.1	920	1
865428	1	86542832 TUBE TRIGGER SPARYERS WW	Invoice	09/10/2020	09/28/2020	31.00	31.00	210-70-41421		920	1
Total 2367 MSC INDUSTRIAL SUPPLY CO.:						956.19	956.19				
918 NELSON'S AUTO SERVICE & QUICK											
02789	1	02789 - SERVICE ON PARKS RANGER C12678	Invoice	08/12/2020	09/28/2020	60.00	60.00	100-50-41405		920	1
Total 918 NELSON'S AUTO SERVICE & QUICK :						60.00	60.00				
22419 NEW PIG CORP											
231205	1	23120524-00 FUEL TANK CONTAINMENT	Invoice	08/28/2020	09/28/2020	1,055.60	1,055.60	210-70-41543		920	1
Total 22419 NEW PIG CORP :						1,055.60	1,055.60				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
307 NORTH CENTRAL LABORATORIES											
443532	1	443532 QA/QC STANDARD WW	Invoice	08/26/2020	09/28/2020	45.16	45.16	210-70-41795		920	1
Total 307 NORTH CENTRAL LABORATORIES:						45.16	45.16				
4779 OSTMANN, FRANCIS A											
CREDI	1	CREDIT AMOUNT REFUND	Invoice	09/11/2020	09/28/2020	421.00	421.00	100-00-15110		920	1
Total 4779 OSTMANN, FRANCIS A:						421.00	421.00				
6217 OVERDRIVE											
03040C	1	Ebooks_ID8 Collection	Invoice	09/21/2020	09/28/2020	2,094.40	2,094.40	100-45-41535		920	1
Total 6217 OVERDRIVE:						2,094.40	2,094.40				
346 PARKER, MIKE											
06/02/2	1	PER DIEM - MEALS WW	Invoice	06/02/2020	09/28/2020	18.00	18.00	210-70-41724		920	1
Total 346 PARKER, MIKE:						18.00	18.00				
4775 PENAGOS, JASON											
REFUN	1	REFUND DOUBLE PAYMENT	Invoice	09/24/2020	09/28/2020	126.72	126.72	100-00-15110		920	1
Total 4775 PENAGOS, JASON:						126.72	126.72				
5314 PLAYSPACE DESIGNS INCORPORATED											
12581	1	12581 JIMMY'S FEATURE SENSOR REPLACEMEN	Invoice	07/24/2020	09/28/2020	701.00	701.00	100-50-41403		920	1
Total 5314 PLAYSPACE DESIGNS INCORPORATED:						701.00	701.00				
8586 POGUE, RICHARD											
P&Z ST	1	P&Z Stipend 09/21/20	Invoice	09/21/2020	09/28/2020	56.25	56.25	100-10-41313		920	1
P&Z ST	2	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.12	28.12	200-10-41313		920	1
P&Z ST	3	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.13	28.13	210-10-41313		920	1
Total 8586 POGUE, RICHARD:						112.50	112.50				
4784 PORTAGE BAY PARTNERS, LLC											
DEPOS	1	DEPOSIT AMOUNT REFUND	Invoice	09/24/2020	09/28/2020	38.03	38.03	100-00-15110		920	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 4784 PORTAGE BAY PARTNERS, LLC:						38.03	38.03				
159 ROBERTS ELECTRIC INC.											
3745	1	3745 ROUTINE MAINTENANCE WW	Invoice	07/28/2020	09/28/2020	240.00	240.00	210-70-41413		920	1
Total 159 ROBERTS ELECTRIC INC.:						240.00	240.00				
4586 ROCKY MOUNTAIN VALVES AND AUTOMATION INC											
9986-1	1	#998613989 PRV SIGHT TUBE	Invoice	09/15/2020	09/28/2020	663.91	663.91	200-60-41401		920	1
Total 4586 ROCKY MOUNTAIN VALVES AND AUTOMATION INC:						663.91	663.91				
214 SAWTOOTH WOOD PRODUCTS											
121766	1	121766 REPAIR FENCE AT LIONS	Invoice	08/26/2020	09/28/2020	1,280.00	1,280.00	100-50-41403		920	1
Total 214 SAWTOOTH WOOD PRODUCTS:						1,280.00	1,280.00				
4330 SCANLON, OWEN											
P&Z ST	1	P&Z Stipend 09/21/2020	Invoice	09/21/2020	09/28/2020	56.25	56.25	100-10-41313		920	1
P&Z ST	2	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.12	28.12	200-10-41313		920	1
P&Z ST	3	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.13	28.13	210-10-41313		920	1
Total 4330 SCANLON, OWEN:						112.50	112.50				
9560 SILVER CREEK FORD											
450068	1	45006895 WW VACCON O2 SENSORS	Invoice	07/15/2020	09/28/2020	55.29	55.29	210-70-41415		920	1
Total 9560 SILVER CREEK FORD:						55.29	55.29				
5494 SILVER CREEK SUPPLY											
037257	1	03725819.001 WOODSIDE ROTATORS	Invoice	08/19/2020	09/28/2020	70.00	70.00	100-50-41403		920	1
037275	1	03727587-001 WOODSIDE NOZZLES	Invoice	08/20/2020	09/28/2020	70.00	70.00	100-50-41403		920	1
037304	1	03730435-001 WOODSIDE HEADS AND NOZZLES	Invoice	08/20/2020	09/28/2020	153.40	153.40	100-50-41403		920	1
037497	1	#03749708-001 BRASS PARTS	Invoice	08/26/2020	09/28/2020	11.55	11.55	200-60-41401		920	1
037563	1	03756360-001 CUTTERS ROTORS	Invoice	08/28/2020	09/28/2020	108.61	108.61	100-50-41403		920	1
Total 5494 SILVER CREEK SUPPLY:						413.56	413.56				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
7002 SMITH, DAN											
P&Z ST	1	P&Z Stipend 09/21/2020	Invoice	09/21/2020	09/28/2020	56.25	56.25	100-10-41313		920	1
P&Z ST	2	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.12	28.12	200-10-41313		920	1
P&Z ST	3	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.13	28.13	210-10-41313		920	1
Total 7002 SMITH, DAN:						112.50	112.50				
4783 STASZ, MARK											
0426	1	#0426 HAHPC Sculpture Cubic Symphony Depos/In	Invoice	09/21/2020	09/28/2020	2,000.00	2,000.00	100-20-41709		920	1
Total 4783 STASZ, MARK:						2,000.00	2,000.00				
50446 STONE, DUSTIN											
P&Z ST	1	P&Z Stipend 9/21/2020	Invoice	09/21/2020	09/28/2020	56.25	56.25	100-10-41313		920	1
P&Z ST	2	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.12	28.12	200-10-41313		920	1
P&Z ST	3	P&Z Stipend	Invoice	09/21/2020	09/28/2020	28.13	28.13	210-10-41313		920	1
Total 50446 STONE, DUSTIN:						112.50	112.50				
4671 SYRINGA NETWORKS LLC											
20SEP	1	20SEP0456 Admin	Invoice	09/01/2020	09/28/2020	62.50	62.50	100-15-41713		920	1
20SEP	2	20SEP0456 Admin	Invoice	09/01/2020	09/28/2020	62.50	62.50	200-15-41713		920	1
20SEP	3	20SEP0456 Admin	Invoice	09/01/2020	09/28/2020	62.50	62.50	210-15-41713		920	1
20SEP	4	20SEP0456 Comm Dev	Invoice	09/01/2020	09/28/2020	187.50	187.50	100-20-41713		920	1
20SEP	5	20SEP0465 PW	Invoice	09/01/2020	09/28/2020	62.50	62.50	100-42-41713		920	1
20SEP	6	20SEP0465 PW	Invoice	09/01/2020	09/28/2020	62.50	62.50	200-42-41713		920	1
20SEP	7	20SEP0465 PW	Invoice	09/01/2020	09/28/2020	62.50	62.50	210-42-41713		920	1
20SEP	8	20SEP0465 Library	Invoice	09/01/2020	09/28/2020	187.50	187.50	100-45-41713		920	1
20SEP	9	20SEP0465 HPD	Invoice	09/01/2020	09/28/2020	850.00	850.00	100-25-41713		920	1
Total 4671 SYRINGA NETWORKS LLC:						1,600.00	1,600.00				
4780 UHLING, AARON											
CREDI	1	CREDIT AMOUNT REFUND	Invoice	09/15/2020	09/28/2020	5.81	5.81	100-00-15110		920	1
Total 4780 UHLING, AARON:						5.81	5.81				
2817 UNITED OIL											
560548	1	560548 GREASE WW PROCESS	Invoice	09/15/2020	09/28/2020	226.23	226.23	210-70-41421		920	1
946624	1	946624 FUEL CHARGES PARKS 8.31.2020	Invoice	08/31/2020	09/28/2020	140.87	140.87	100-50-41719		920	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
946629	1	9946629 PUMPED FUEL WW	Invoice	08/31/2020	09/28/2020	332.02	332.02	210-70-41719		920	1
947838	1	947838 FUEL CHARGES 9.15.2020 PARKS	Invoice	09/15/2020	09/28/2020	36.86	36.86	100-50-41719		920	1
947839	1	Inv # 947839 Fuel Charges	Invoice	09/15/2020	09/28/2020	333.22	333.22	100-55-41719		920	1
947842	1	#947842 VEHICLE FUEL W.	Invoice	09/15/2020	09/28/2020	198.66	198.66	200-60-41719		920	1
947843	1	947843 PUMPED VEHICLE FUEL	Invoice	09/15/2020	09/28/2020	246.27	246.27	210-70-41719		920	1
Total 2817 UNITED OIL:						1,514.13	1,514.13				
22444 USA BLUE BOOK											
346679	1	#346679 REPLACEMENT GASKETS	Invoice	09/02/2020	09/28/2020	166.84	166.84	200-60-41405		920	1
346679	2	#346679 COPPER CUTTERS	Invoice	09/02/2020	09/28/2020	76.67	76.67	200-60-41405		920	1
346679	3	#346679 BALL VALVES	Invoice	09/02/2020	09/28/2020	200.79	200.79	200-60-41403		920	1
346679	4	#346679 FIRE HYDRANT SAFETY FLANG	Invoice	09/02/2020	09/28/2020	488.85	488.85	200-60-41403		920	1
346679	5	#346679 SOCKET SET	Invoice	09/02/2020	09/28/2020	167.95	167.95	200-60-41405		920	1
346679	6	#346679 FIRE HOSE	Invoice	09/02/2020	09/28/2020	529.85	529.85	200-60-41405		920	1
346679	7	#346679 DPD	Invoice	09/02/2020	09/28/2020	15.38	15.38	200-60-41795		920	1
347285	1	347285 VENT FILTER ODOR CONTROL WW	Invoice	09/02/2020	09/28/2020	192.50	192.50	210-70-41419		920	1
347813	1	347813 MH COVER GASKET ROPE	Invoice	09/02/2020	09/28/2020	47.25	47.25	210-70-41419		920	1
354092	1	#354092 CL2 ANALYZER PUMP	Invoice	09/09/2020	09/28/2020	782.09	782.09	200-60-41401		920	1
Total 22444 USA BLUE BOOK:						2,668.17	2,668.17				
762 VERIZON WIRELESS											
986196	1	MONTHLY CELL PHONE BILL Parks only	Invoice	09/01/2020	09/28/2020	72.08	72.08	100-50-41713		920	1
986229	1	MONTHLY CELL PHONE BILL STREETS	Invoice	09/07/2020	09/28/2020	70.30	70.30	100-40-41713		920	1
986229	2	MONTHLY CELL PHONE BILL WATER	Invoice	09/07/2020	09/28/2020	118.24	118.24	200-60-41713		920	1
986229	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	09/07/2020	09/28/2020	187.59	187.59	210-70-41713		920	1
986229	4	MONTHLY CELL PHONE BILL Parks	Invoice	09/07/2020	09/28/2020	58.03	58.03	100-50-41713		920	1
Total 762 VERIZON WIRELESS :						506.24	506.24				
4004 WAXIE SANITARY SUPPLY											
794128	1	79412864 GLOVES	Invoice	08/24/2020	09/28/2020	7.48	7.48	100-42-41413		920	1
794128	2	79412864 GLOVES	Invoice	08/24/2020	09/28/2020	7.48	7.48	200-42-41413		920	1
794128	3	79412864 GLOVES	Invoice	08/24/2020	09/28/2020	7.48	7.48	210-42-41413		920	1
794128	1	79412866 GARBAGE BAGS	Invoice	08/24/2020	09/28/2020	3.40	3.40	100-42-41413		920	1
794128	2	79412866 GARBAGE BAGS	Invoice	08/24/2020	09/28/2020	3.40	3.40	200-42-41413		920	1
794128	3	79412866 GARBAGE BAGS	Invoice	08/24/2020	09/28/2020	3.39	3.39	210-42-41413		920	1
794656	1	#79465693 Library cleaning supplies	Invoice	09/15/2020	09/28/2020	156.65	156.65	100-45-41215		920	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 4004 WAXIE SANITARY SUPPLY:						189.28	189.28				
209 WEBB LANDSCAPING											
B-IN-15	1	B-IN-150859 COMPOST, GRASS SEED	Invoice	09/15/2020	09/28/2020	279.60	279.60	100-50-41403		920	1
Total 209 WEBB LANDSCAPING :						279.60	279.60				
1295 WEIDNER & ASSOCIATES											
57834	1	Inv 57834 AA7HNX-NR task force tips adapters, ship	Invoice	09/09/2020	09/28/2020	551.00	551.00	100-55-41703		920	1
57849	1	Inv 57849 AA5IF-NF task force adapter, shipping char	Invoice	09/09/2020	09/28/2020	33.23	33.23	100-55-41523		920	1
Total 1295 WEIDNER & ASSOCIATES:						584.23	584.23				
368 WESTERN STATES CAT											
Q0001	1	q000195914-2 CAT C18 750KW GENERATOR	Invoice	07/30/2020	09/28/2020	150,000.00	150,000.00	210-70-41543		920	1
Total 368 WESTERN STATES CAT :						150,000.00	150,000.00				
2844 WINDOW WELDER											
147090	1	#147090 WINDSHIELD REPLACEMENT	Invoice	09/09/2020	09/28/2020	346.96	346.96	200-60-41415		920	1
147090	2	#147090 CHIP REPAIR	Invoice	09/09/2020	09/28/2020	34.68	34.68	200-60-41415		920	1
Total 2844 WINDOW WELDER:						381.64	381.64				
Total :						295,990.64	295,990.64				
Grand Totals:						295,990.64	295,990.64				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	833.77	.00	833.77
100-10-41313	281.25	.00	281.25
100-10-41707	7,794.92	.00	7,794.92
100-15-41126	85.26	.00	85.26

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-15-41215	.58	.00	.58
100-15-41313	258.33	.00	258.33
100-15-41323	77.95	.00	77.95
100-15-41533	.00	4.00-	4.00-
100-15-41713	62.50	.00	62.50
100-20-41126	243.44	.00	243.44
100-20-41313	1,701.25	.00	1,701.25
100-20-41709	3,440.00	.00	3,440.00
100-20-41713	187.50	.00	187.50
100-25-41126	1,278.95	.00	1,278.95
100-25-41313	4,095.47	.00	4,095.47
100-25-41713	850.00	293.44-	556.56
100-25-41717	295.89	.00	295.89
100-40-41126	255.79	.00	255.79
100-40-41713	70.30	.00	70.30
100-40-41717	593.24	.00	593.24
100-42-41313	77.50	.00	77.50
100-42-41413	28.80	.00	28.80
100-42-41533	36.23	.00	36.23
100-42-41713	62.50	.00	62.50
100-42-41717	141.72	.00	141.72
100-45-41126	633.30	.00	633.30
100-45-41215	774.59	.00	774.59
100-45-41313	232.50	.00	232.50
100-45-41326	93.59	.00	93.59
100-45-41413	4,532.38	.00	4,532.38
100-45-41535	4,674.41	24.96-	4,649.45
100-45-41539	2,150.00	.00	2,150.00
100-45-41713	187.50	.00	187.50
100-45-41717	679.46	.00	679.46
100-50-41126	121.72	.00	121.72
100-50-41403	16,300.59	.00	16,300.59
100-50-41405	60.00	.00	60.00
100-50-41707	2,240.00	.00	2,240.00
100-50-41713	130.11	.00	130.11
100-50-41717	659.27	.00	659.27
100-50-41719	177.73	.00	177.73
100-55-41313	155.00	.00	155.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-55-41523	33.23	.00	33.23
100-55-41703	551.00	.00	551.00
100-55-41711	83.90	.00	83.90
100-55-41717	264.86	.00	264.86
100-55-41719	333.22	.00	333.22
100-55-41741	3,077.54	.00	3,077.54
120-40-41549	24,033.36	.00	24,033.36
160-55-41185	8,750.00	.00	8,750.00
200-10-41313	140.60	.00	140.60
200-15-41126	85.26	.00	85.26
200-15-41215	.58	.00	.58
200-15-41313	258.33	.00	258.33
200-15-41323	77.95	.00	77.95
200-15-41533	.00	3.99-	3.99-
200-15-41713	62.50	.00	62.50
200-42-41313	77.50	.00	77.50
200-42-41413	28.80	.00	28.80
200-42-41533	36.23	.00	36.23
200-42-41713	62.50	.00	62.50
200-42-41717	141.72	.00	141.72
200-60-41126	511.58	.00	511.58
200-60-41211	198.47	.00	198.47
200-60-41311	2,747.00	.00	2,747.00
200-60-41313	250.00	.00	250.00
200-60-41325	109.20	.00	109.20
200-60-41401	1,457.55	.00	1,457.55
200-60-41403	4,088.32	.00	4,088.32
200-60-41405	941.31	.00	941.31
200-60-41415	381.64	.00	381.64
200-60-41713	118.24	.00	118.24
200-60-41719	198.66	.00	198.66
200-60-41795	15.38	.00	15.38
210-10-41313	140.65	.00	140.65
210-15-41126	85.26	.00	85.26
210-15-41215	.59	.00	.59
210-15-41313	258.34	.00	258.34
210-15-41323	77.96	.00	77.96
210-15-41533	.00	3.99-	3.99-

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-15-41713	62.50	.00	62.50
210-42-41313	77.50	.00	77.50
210-42-41413	28.80	.00	28.80
210-42-41533	36.23	.00	36.23
210-42-41713	62.50	.00	62.50
210-42-41717	141.71	.00	141.71
210-70-41126	620.95	.00	620.95
210-70-41211	958.78	.00	958.78
210-70-41313	13,461.57	.00	13,461.57
210-70-41325	109.20	.00	109.20
210-70-41403	112.50	.00	112.50
210-70-41405	9,628.31	.00	9,628.31
210-70-41413	240.00	.00	240.00
210-70-41415	55.29	.00	55.29
210-70-41419	239.75	.00	239.75
210-70-41421	496.29	.00	496.29
210-70-41543	151,055.60	.00	151,055.60
210-70-41713	187.59	.00	187.59
210-70-41717	10,906.90	.00	10,906.90
210-70-41719	578.29	.00	578.29
210-70-41723	285.00	.00	285.00
210-70-41724	467.50	.00	467.50
210-70-41795	273.74	.00	273.74
Grand Totals:	<u>296,321.02</u>	<u>330.38-</u>	<u>295,990.64</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
02/20	.00	293.44-	293.44-
09/20	292,419.30	36.94-	292,382.36
10/20	3,901.72	.00	3,901.72

Summary by General Ledger Posting Period

<u>GL Posting Period</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
Grand Totals:	296,321.02	330.38-	295,990.64

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City of Hailey Proclamation 2020-__

Hispanic Heritage Month

WHEREAS, there are more than 4,769 Blaine County Residents of Hispanic descent whose presence gives the City of Hailey, which is the largest population center in Blaine County, a culture uniquely rich in the diversity of its people, their traditions, history, and contributions to the City of Hailey; and

WHEREAS, the City of Hailey will continue to be enriched by strengthening and expanding the social, cultural and economic status of our Hispanic citizens; and

WHEREAS, the Hailey Mayor and City Council are committed to improving the socioeconomic and educational status of all Hailey citizens with the most effective and efficient use of existing resources; and

WHEREAS, Hailey's Hispanic population continues its proud traditions through its commitment to youth, family values, hard work and progress; and

WHEREAS, Residents and business people of Hailey share the vision of uniting our communities by celebrating the diverse cultures of our citizens, and it is appropriate that we honor our fellow citizens during this traditional occasion and recognize their contributions to our society; and

WHEREAS, Hispanics are the fastest-growing minority in the United States of America, in Blaine County and in the City of Hailey; and

WHEREAS, the period from September 15 to October 15 is recognized nationally as Hispanic Heritage Month; and

WHEREAS, the observation of Hispanic Heritage Month started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15; and

WHEREAS, the observation was enacted into law on August 17, 1988, on the approval of U.S. Public Law 100-402; and

WHEREAS, the day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and

WHEREAS, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

WHEREAS, Columbus Day, also celebrated as Día de la Raza (Day of the Race), which is October 12, falls within this 30 day period, and celebrates the indigenous cultures that thrived in the Americas at the time European explorers from Portugal and Spain discovered the rich lands of the Americas, and that these celebrations include with festivals and **Ibero-American** athletic games and cultural events; and

WHEREAS, Celebrations, events and cultural activities are promoted within the City of Hailey during Hispanic Heritage Month.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Hailey that Hispanic Heritage Month be celebrated in the City of Hailey from September 15, 2020 to October 15, 2020.

Dated this 28th day of September in the year 2020.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

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AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Motion to approve Resolution 2020-_____ to appoint Library Board of Trustee member Kate Wutz to fill the expiring seat of long-term library board member April MacLeod, for a 5-year term.

AUTHORITY: ID Code 33-2604 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

By Idaho Law, appointments to the library board of trustees shall be appointed by the mayor and council pursuant to section 50-210, Idaho Code, from among city residents. Following advertisement, two citizens applied, the resumes of whom are attached.

The Board of Trustees has reviewed the applicant at the regularly scheduled meeting and would like to recommend Kate Wutz to the appointment of a five-year terms. Kate has previously served on the Library Board, previously stepping down due to work and travel schedules which are no longer a conflict.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-_____ to appoint Library Board of Trustee member Kate Wutz to fill the expiring seat of April MacLeod, for a 5-year term.

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)

HAILEY RESOLUTION 2020-__

**A RESOLUTION OF THE HAILEY CITY COUNCIL
TO SET APPOINTMENTS AND TERMS OF OFFICE FOR
THE HAILEY PUBLIC LIBRARY BOARD OF TRUSTEES**

WHEREAS, the City Council of the City of Hailey, Idaho established the Hailey Public Library by ordinance in 1989, which has since been codified within Hailey Municipal Code 2.16.010;

WHEREAS, the City Council of the City of Hailey and thereafter appointed the Hailey Public Library Board of Trustees under staggered 5-year terms, pursuant to Idaho Code 33-2604 and Hailey Municipal Code 02.16.020;

WHEREAS, the Hailey City Council wishes to appoint a trustee to the board to fill a vacated 5-year term;

WHEREAS, The Hailey City Council wishes to accept the recommendation for appointment submitted by the Hailey Public Library Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE HAILEY CITY COUNCIL:

The City of Hailey appoints a five-member Hailey Public Library Board of Trustees, and the mayor appoints and the city council confirms the following members for the following terms Underlined:

<u>TERM LENGTH</u>	<u>APPOINTEE</u>	<u>TERM EXPIRES</u>
5 Year Term	Lee Dabney	September 30, 2021
5 Year Term	Sara Felton	September 30, 2022
5 Year Term	Kate Ristow	September 30, 2023
<u>5 Year Term</u>	<u>Morgan Buckert</u>	<u>September 30, 2024</u>
5 Year Term	Kate Wutz	September 30, 2025 (replaces April MacLeod)

THIS RESOLUTION IS ADOPTED this 28th day of September, 2020.

ATTEST:

Martha Burke, Mayor

Mary Cone, City Clerk

August 19, 2020

Ms. Lee Dabney
Hailey Board of Trustees
7 West Croy Street
Hailey, Idaho 83333

Hi, Lee—

Please consider this my formal request to be considered for the vacant seat on the Hailey Public Library Board of Trustees.

I first joined the board in 2017 to fill the remaining term for Ron Hayes, who resigned to take a full-time position at DECKED. At the time, I said I had a passion for libraries, having spent a good amount of my childhood and early adulthood finding solace in them. I have loved every library I have ever been in, from the tiny branch a few blocks from the house I grew up in, to the large central library near Buffalo City Hall, to the gorgeous Old Library at Trinity College in Dublin, where I was lucky enough to spend time as a graduate student there.

The Hailey Library holds a special place in my heart. In pre-pandemic times, I spent hours in the Hailey Public Library researching and writing after work and on weekends, grateful for a quiet place to focus and for the staff, who helped with all of my esoteric book requests. During my three years on the library board, I grew to know and love the staff, even as I learned the important role libraries have in the war against disinformation. Being on the board deepened my appreciation for libraries and reinforced my already-firm belief that libraries are some of our most important institutions.

I resigned earlier this year due to mounting pressure to travel at my job. The COVID-19 pandemic completely ended all business travel for me in the short-term and prompted a re-evaluation of the long-term necessity of traveling to Boise each month. My company has developed alternatives to in-person meetings that allow me to travel much, much less; and so I find myself ready and willing to serve on the library board once more.

The library was already heading for change even when I left in March, with a new executive director on the way and the sad knowledge that our last long-tenured board member would be ending her term. I would be honored and excited to support the library as a Board Trustee as we start this new chapter in our history.

Thank you and all of the board members for your consideration.

Best,

Kate Wutz

Kate Wutz

Communications strategist and copywriter with experience in messaging, digital content, media relations and nonprofit development

520 Calumet Way
Hailey, ID 83333
(208) 720-0681
katewutz@icloud.com

EXPERIENCE

POWER Engineers, Hailey, Idaho *Marketing and Communications Coordinator*

AUGUST 2014 - PRESENT

Responsible for management and coordination of marketing strategy, key messaging, content development and public relations for a 2,700-person consulting engineering firm.

Key tasks include:

- developing marketing strategy and messaging for key focus areas and company initiatives
- creating integrated campaigns for internal and external audiences
- assisting in the development of content and strategy for POWER's upcoming website rebuild

Accomplishments include launching POWER's Instagram account, streamlining acquisition communications, and developing a plan to promote POWER's charitable donations.

Previously served as a Marketing and Proposal Coordinator.

Sun Valley Community School, Sun Valley, Idaho *Director of Communications*

MAY 2013 - AUGUST 2014

Responsible for coordinating all internal and external communications for a private school and ski academy. Key tasks included:

- assisting with fundraising, donor relations and special events
- developing press releases, website copy, online and print advertising
- writing and editing the Annual Report, recruiting brochures, viewbooks and *CS Magazine*, a 92-page semi-annual publication

Idaho Mountain Express, Ketchum, Idaho *Reporter, Special Sections Editor*

JUNE 2010 - MAY 2013

Covered airport, public lands, wildlife, county and state government for a 13,500-circulation, twice-weekly, resort-area newspaper. Edited and produced three special sections. Contributed to the *Sun Valley Guide*, the paper's sister magazine.

SKILLS

Media relations and press release development

Marketing strategy and key messaging development

Special events marketing and nonprofit development

Content development and distribution

Social media management and engagement

Writing for digital and print, including features, hard news, blog posts, press releases and marketing collateral

OTHER AFFILIATIONS

Hailey Public Library

Board Trustee

March 2017-March 2020

EDUCATION

Trinity College Dublin

M.Phil, Literature

2010

Editor-in-chief of *College Green*, Trinity's literary and visual arts magazine.

Canisius College

B.A., English and Communication Studies

2008

Editor of *The Griffin*, Canisius' campus newspaper

Emily Stone

216 South 2nd Avenue • Hailey, ID • 83333 • Phone: (707) 362-0609 • E-Mail: emilyhstone@gmail.com

Professional Objectives

- To secure a position in which my experience, communication skills, education, and training will be successfully utilized.
- Compassionate, dedicated, and team-oriented RN, BSN, PHN committed to providing safe patient-centered care.
- Experienced individual with a dedicated work ethic, excellent interpersonal skills, and commitment to providing the highest standards of culturally competent care.

Employment

RN, Medical Surgical Unit

March 2018- Present

St. Luke's Wood River Medical Center

- Provide patient care in a 25-bed critical access not-for profit hospital.
- Vital statistics and head-to-toe assessments, medication administration, pain and symptom management, wound care.
- Development of nursing care plans, management of aide care plans, interdisciplinary team collaboration, crisis care, patient and family education of disease process.
- Manage and oversee patients' plan of care by LVN and CHHA employees

RN Hospice Case Manager

April 2017- December 2017

Sonata Hospice

- Manage the patient caseload of approximately 18+ patients/week in greater San Diego County
- Vital statistics and head-to-toe assessments, medication administration including schedule II drugs and IV medication administration, pain and symptom management, wound care, genitourinary care, ostomy care, prescription refills and postmortem care.
- Development of nursing care plans, management of aide care plans, interdisciplinary team collaboration, crisis care, patient and family education of disease process.
- Manage and oversee patients' plan of care by LVN and CHHA employees

RN Hospice Case Manager

October 2016- April 2017

Mission Healthcare

- Manage the patient caseload of approximately 20+ patients/week in greater San Diego County
- Vital statistics and head-to-toe assessments, medication administration including schedule II drugs and IV medication administration, pain and symptom management, wound care, genitourinary care, ostomy care, postmortem care, and prescription refills.
- Development of nursing care plans, management of aide care plans, interdisciplinary team collaboration, crisis care, patient and family education of disease process.
- Manage patients' plan of care for LVN and CHHA employees

Human Resources Assistant

June 2007-April 2010

St. Joseph & Redwood Memorial Hospitals- Eureka, CA

- Reviewed/processed all job applications before sending to Recruiters and Department Heads
- Processed/maintained credentialed employee records for Joint Commission/State review
- Prepared material and scheduling for bimonthly new employee orientations. Maintained the Hospital's job posting on-line
- Processed and entered data in PeopleSoft to maintain electronic employee files
- Processed background checks, employment verification and leave of absence documents
- Provided administrative support to HR department by typing letters, distributing mail, filing,

Emily Stone

216 South 2nd Avenue • Hailey, ID • 83333 • Phone: (707) 362-0609 • E-Mail: emilyhstone@gmail.com

- Copying, faxing and maintaining office supplies, prepared special reports and assisted on department projects

Operations Coordinator

July 2004-January 2006

United Services Organization, Inc. - Stuttgart, Germany

- Organized USO events in the local military community of over 10,000 troops and families including:
 - The annual USO Golf Tournaments for 200 Germans and Americans
 - USO Mobile Canteen Lunch Events at local Commissary
 - Customer Appreciation Days, Job Fairs, and annual National Night Out
- Worked with the military Public Affairs Office and the local media to advertise USO events and programs
Maintained the office computers and made daily updates to the USO Stuttgart website
- Responsible for the Volunteer Program, Donation Program, and Down Range Care Package requests

Environmental Consultant

January 2001 - February 2004

Booz Allen Hamilton, Inc.- Boston, MA

- Recipient of Booz Allen Hamilton Outstanding Performance Excellence Award (2002)
- Provided enforcement support to Environmental Protection Agency New England (EPA) Superfund Program
- Project manager and lead systems analyst for data conversions
- Task manager and lead systems analyst in creating an application to house EPA Superfund enforcement data;
- Oversaw system updates, testing application and data quality control. Created deliverable reports using Power Builder, Access and SQL+ Web site manager responsible for reviewing the content and making updates to a Superfund website
- Manager of an EPA Superfund Site hotline that supporting over 2,000 callers a year. Planned large-scale mailings and provided public meeting support to the EPA Superfund Team

Education

National University, San Diego CA

March 2016

- Bachelors of Science in Nursing, GPA 3.81, Magna Cum Laude

Smith College, Northampton MA

May 2000

- Bachelor of Arts in French Studies, GPA 3.6
- Concentration in Environmental and Marine Resource Management

Choate Rosemary Hall, Wallingford, CT

June 1996

Licenses, Training & Certificates

Registered Nurse-State of Idaho

License No. 57643

1/17/18- Present

Registered Nurse-State of California

License No.95093958

6/9/16 - Present

Public Health Nurse

License No.PHN553157

BLS - American Heart Association

N/A

7/23/16- Present

CDSS-Mandated Reporter General and Medical Training

4.0 CE Hours

2/5/15

CDC-Principles of Prevention

1.6 CE Hours

2/5/15

Preparing for and Responding to Emergencies and Disasters - Certificate

3/4/15

Affiliations

- Sigma Theta Tau International Honor Society of Nursing June 2015-Present
- Pinnacle National Honor Society June 2015-Present

Emily Stone

216 South 2nd Avenue • Hailey, ID • 83333 • Phone: (707) 362-0609 • E-Mail: emilyhstone@gmail.com

- National Student Nurses' Association (NSNA)
- Smith College Alumnae Association

March 2015-Present

May 2000-Present

Languages

- Fluency in French; Familiar with written and spoken Spanish and German

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration of a Preliminary Plat Application (Phase II) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase II of Block 2 is subdivided into 14 sublots consisting of: two (2), ten-unit condominiums and four (4), three-plex townhomes, for a total of 32 residential units.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 16
(IF APPLICABLE)

BACKGROUND: On June 29, 2020, the Hailey Planning and Zoning Commission considered a Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase II of Block 2 is subdivided into 14 sublots consisting of: two (2), ten-unit condominiums and four (4), three-plex townhomes, for a total of 32 residential units.

This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. All driveways are oriented toward internal alleys (Golden Way, Hopper Way, Herder’s Way and Hayloft Way); all onsite parking is located below grade or within the proposed structures.

A 69,696 square foot park is existing and meets the park requirements of the Hailey Municipal Code.

This property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review for the project (Phase I through IV) was approved December 16, 2019.

ATTACHMENTS:

- 1. Staff Report
- 2. Preliminary Plat
- 3. Idaho Department of Fish and Game Review Letter dated September 20, 2020

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Conduct a public hearing and approve the Sweetwater Communities Preliminary Plat Application Block 2, Phase II

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:



STAFF REPORT
Hailey City Council
Regular Meeting of September 28, 2020

To: Hailey City Council

From: Robyn Davis, Community Development City Planner

Overview: Consideration of a Preliminary Plat Application (Phase II) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase II of Block 2 is subdivided into 14 sublots consisting of: two (2), ten-unit condominiums and four (4), three-plex townhomes, for a total of 32 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

Hearing: September 28, 2020

Applicant: Sweetwater Communities, LLC

Request: Preliminary Plat Application

Location: Block 2, Sweetwater P.U.D. Subdivision (Phase II)

Size: 1.59 acres (69,232 square feet)

Zoning: Limited Business (LB) Zone District

Notice: Notice for the public hearing was published in the Idaho Mountain Express on September 9, 2020, and mailed to property owners on September 9, 2020.

Background: Consideration of a Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase II of Block 2 is subdivided into 14 sublots consisting of twenty (20) condominium units and twelve (12) townhouse units for a total of thirty-two (32) residential units. This project is located along Shenandoah Drive within the Limited Business (LB) Zoning District.

All driveways are oriented toward internal alleys (Golden Way, Hopper Way, Hayloft Way and Herder's Way). Each townhouse unit has a two-car garage. Each condominium unit has a single-car garage. In addition, there are twenty-two (22) off-street parking spaces within the development, which can be accessed via Hopper Way, as well as seven (7) parallel parking spaces along Shenandoah Drive.

A 69,696 square foot park is existing and meets the park requirements of the Hailey Municipal Code.

Procedural History: The Application was submitted on April 27, 2020 and certified complete on June 10, 2020. A public hearing before the Planning and Zoning Commission was held on June 29, 2020. A public hearing before the Hailey City Council will be held on September 28, 2020, in the Hailey Council Chambers.

This property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review for the project (Phase I through IV) was approved December 16, 2019.

Standards of Evaluation for a Subdivision				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.06.050	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Department Comments	Engineering: <i>No comments at this time.</i>
				Life/Safety: <i>No comments at this time.</i>
				Water and Sewer: <i>The Water and Wastewater Divisions identified missing manholes in their review, and the Applicant Team added these to a revised plat, which is attached.</i>
				Building: <i>No comments at this time.</i>
				Streets: <i>Various details such as the need for a marked pedestrian crossing at Shenandoah Drive and Maple Leaf Drive were made Conditions of Approval of Sweetwater Block 2 Phase I.</i>
				Landscaping/Parks: <i>No comments at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.010 Development Standards	Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.
			<i>Staff Comments</i>	<i>Please refer to the specific standards as noted herein.</i>
16.04.020: Streets:				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
			16.04.020	Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.
			<i>Staff Comments</i>	<i>The subject parcel is located along Shenandoah Drive and north of Countryside Boulevard, both existing streets. Four (4) private alleys - Golden Way, Hopper Way, Herder's Way and Hayloft Way - are proposed to service the townhouses and condominium units.</i> <i>All driveways are oriented toward these private alleys. Each townhouse unit has a two-car garage. Each condominium unit has a single-car garage. In</i>

				<p><i>addition, there are twenty-two (22) off-street parking spaces within the development, which can be accessed via Hopper Way, as well as seven (7) parallel parking spaces along Shenandoah Drive.</i></p> <p><i>Street alignments for Shenandoah Drive, Golden Way, Hayloft Way, Hopper Way and Herder’s Way are adequate to safely accommodate existing and anticipated vehicular traffic.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>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.</p>
			<i>Staff Comments</i>	<i>N/A There are no cul-de-sacs or dead-end streets.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>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.</p>
			<i>Staff Comments</i>	<i>Access to the site can be achieved from Shenandoah Drive. Vehicle congestion, terrain and other factors that could limit access are not anticipated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	<p>Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.</p>
			<i>Staff Comments</i>	<p><i>The subject parcel is located along Shenandoah Drive and north of Countryside Boulevard, both existing streets. Four (4) private alleys - Golden Way, Hopper Way, Herder’s Way and Hayloft Way, are proposed to service the townhouses and condominium units. Hopper Way extends into future phases of the proposed development and Herder’s Way is existing and was approved during Phase I.</i></p> <p><i>The alleys intersect at 90-degree angles.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	<p>Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.</p>
			<i>Staff Comments</i>	<i>N/A, as Shenandoah Drive and Countryside Boulevard are existing. Golden Way, Hopper Way and Hayloft Way, are proposed to be 26’-wide and private alleys. No traffic calming measures are proposed at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F.	<p>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</p>

				as specified in City Standards for the type of street.
			<i>Staff Comments</i>	<i>The private alleys, Golden Way, Hopper Way and Hayloft Way, meet the minimum City Standard of 24' in width. The private alleys are proposed to be 26'-wide.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>Golden Way, Hopper Way and Hayloft are proposed as private alleys. Shenandoah Drive and Countryside Boulevard are existing. Roadway travel surfaces and widths meet City Standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>The site is generally flat. Road grades appear to be at least two (2%) percent or greater, but not more than six (6%) percent.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I.	Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm water Discharge from Construction Activity" for all construction activity affecting more than one acre.
			<i>Staff Comments</i>	<i>The City Engineer will review all proposed storm sewers, drywells and other drainage facilities. Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	J.	Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.
			<i>Staff Comments</i>	<i>Street lights will be required and are shown to be installed and/or relocated at the corners of Golden Way and Shenandoah Drive and Hayloft Way and Shenandoah Drive. Any new signage shall be installed per City Standards, which a final review and approval of will be conducted prior to issuance of a Building Permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	K.	Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.
			<i>Staff Comments</i>	<i>The streets within the proposed project are existing platted streets, including: Shenandoah Drive and Countryside Boulevard. The proposed internal alleys, Golden Way, Hayloft Way and Hopper Way, as well as existing Herder's Way, are private alleys, which will be privately maintained.</i> <i>The proposed alley names have been confirmed with the Blaine County Assessor as being new alley names, not similar to other streets within Blaine County.</i>
			L.	Private Streets:

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 1.	Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.
			<i>Staff Comments</i>	<i>N/A, as Golden Way, Hayloft Way and Hopper Way are private alleys and will be maintained by the homeowner's association. The private alleys meet the minimum total width of 26'-wide and shall be constructed to meet City Standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 2.	Private streets, wherever possible, shall provide interconnection with other public streets and private streets.
			<i>Staff Comments</i>	<i>The proposed alleys, Golden Way and Hayloft Way, connect to Shenandoah Drive, Hopper Way connects to Shenandoah Drive via Golden Way, Hayloft Way and Herder's Way. Shenandoah Drive is a public street.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 3.	The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.
			<i>Staff Comments</i>	<i>The private alleys, Golden Way, Hayloft Way and Hopper Way, have been platted as private drives; however, no indication has been made on the plat that said parcel is an unbuildable parcel.</i> <i>Previous platting processes of the Sweetwater Subdivision imply that all private, internal alleys of the development are to be unbuildable, without requiring a plat note designating it as such. Staff recommends that the proposed private alleys be dedicated as unbuildable parcels on the plat or continue as previously done.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 4.	Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.
			<i>Staff Comments</i>	<i>This standard has been met. The private alleys proposed are Golden Way, Hayloft Way and Hopper Way. These private streets serve more than five (5) dwelling units so are named.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 5.	Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.
			<i>Staff Comments</i>	<i>Private alleys, Golden Way, Hayloft Way and Hopper Way, are proposed. The overall site plan (Phase I-IV) proposes 90,247 square feet of parking, hardscape and pedestrian circulation. 25% of 90,247 square feet is 22,562 square feet. 26,059 square feet for snow storage has been provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 6.	Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required

				<p>pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10'x20') if angle parking, or ten feet by twenty-four feet (10'x24') if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.</p>
			<p>Staff Comments</p> <p><i>Per the Hailey Municipal Code, Multifamily Dwellings are required to provide at least 1.5 onsite parking spaces. Overall, the project contains, twelve (12), three-story townhomes (39 units in total), seven (7), ten-plex, three-story condominiums (70 units in total), one (1) three-plex live/work building and one (1) four-plex live/work building are proposed; therefore, 174 onsite parking spaces are required. The site plan shows a total of 254 onsite parking spaces: a two (2) car garage per townhouse unit, a one (1) car garage per condo unit, which totals 164 parking spaces. 64 off-street parking spaces and 28 on-street parking spaces are also proposed.</i></p> <p><i>For Phase II of the project, twenty (20) condominium units and twelve (12) townhouse units for a total of thirty-two (32) residential units are proposed; therefore, forty-eight (48) onsite parking spaces are required. The site plan shows a total of seventy-three (73) onsite parking spaces: a two (2) car garage per townhouse unit, a one (1) car garage per condo unit, which totals forty-four (44) parking spaces. Twenty-two (22) off-street parking spaces and seven (7) on-street parking spaces are also proposed.</i></p> <p><i>That said and as agreed upon in the original PUD Agreement dated August 14, 2006, below grade parking and/or parking stalls at basement levels are required. Over 70% of all parking stalls are located within the structure (two-car garage) and all driveways are oriented toward internal alleys, so as not to negatively affect the quality of the pedestrian environment.</i></p> <p><i>Due to the nature of all proposed onsite parking being below grade parking and/or parking stalls at basement level, which was determined in and comply with the original PUD Agreement, the excess parking complies with the standards set forth herein, as well as with the provisions outlined in the original PUD Agreement dated August 14, 2006.</i></p>	
			M.	Driveways:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 1.	<p>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.</p>
			Staff Comments	<p><i>The proposed townhouses and condominium units can be accessed via Golden Way, Hayloft Way, Hopper Way and Herder's Way, the proposed and existing private alleys. All driveways are oriented toward these private alleys and onsite parking is located within the proposed structures, as well as off-street and on-street parking spaces.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 2.	<p>Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:</p> <ul style="list-style-type: none"> 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.
			<i>Staff Comments</i>	<i>Driveways will be constructed of an all-weather surface. Each driveway constructing in Phase II will access one (1) residential unit, with the exception of the ten-plex condominium buildings. This driveway will access ten (10) residential units and is approximately 110' in length. The remaining driveways, accessing one (1) residential unit, are proposed to have a driveway width of approximately 16'.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M. 3.	Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.
			<i>Staff Comments</i>	<i>N/A, as no driveways exceed 150'.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 4.	Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.
			<i>Staff Comments</i>	<i>All driveways and the proposed private alleys, Golden Way, Hayloft Way and Hopper Way, will be maintained by the homeowner's association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 5.	The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.
			<i>Staff Comments</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 6.	No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.
			<i>Staff Comments</i>	<i>All driveways are oriented toward Golden Way, Hayloft Way, Hopper Way and Herder's Way, the private alleys. Said driveways do not appear to impact existing infrastructure and appear to be compatible with existing and planned residential units.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N.	Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
			<i>Staff Comments</i>	<i>The internal alleys, Golden Way, Hayloft Way and Hopper Way, will be reviewed by the Fire Chief as to its functioning as an access lane. It has been found acceptable and complies with the IFC Requirements, as well as other applicable codes and ordinances.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O.	Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.020(N) for further information.</i>
16.04.030: Sidewalks and Drainage Improvements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.

			Staff Comments	<p>A new 5'-wide sidewalk is shown along the perimeter of the proposed project. This perimeter sidewalk will connect to interior sidewalks, providing safe access and sufficient circulation around and through the site. To safely access each unit, 4'-wide sidewalks are also shown. The proposed sidewalks shall be constructed according to applicable City Standards.</p> <p>Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>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.</p> <p>Staff Comments Please refer to Section 16.04.030(A) for further information.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.</p> <p>Staff Comments A new five (5') foot-wide sidewalk is proposed along the perimeter of the proposed project. This sidewalk will run parallel to Shenandoah Drive, approximately 600' in length, before curving to the east and crossing Shenandoah Drive (continental crosswalk, which utilizes thermoplastic materials). This sidewalk will connect to existing pathways found near and around the park space and amenity building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	<p>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.</p> <p>Staff Comments Please refer to Section 16.04.030 for further information. This standard will be met.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	<p>The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.</p> <p>Staff Comments N/A</p>
16.04.040: Alleys and Easements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
			A.	Alleys:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 1.	<p>Alleys shall be provided in all Business District and Limited Business District developments where feasible.</p> <p>Staff Comments The private alleys, Golden Way, Hayloft Way and Hopper Way, are proposed and shall serve the proposed townhouses and condominium unit. Said drives are proposed to function as access, as well as a public utility easement for the site.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	<p>The minimum width of an alley shall be twenty-six (26') feet.</p> <p>Staff Comments Golden Way, Hayloft Way and Hopper Way are proposed to be twenty-six (26') feet wide.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 3.	<p>All alleys shall be dedicated to the public or provide for public access.</p> <p>Staff Comments The private alleys, Golden Way, Hayloft Way and Hopper Way, are proposed and shall serve the proposed townhouses and condominium units. Said drives are proposed to function as access, as well as a public utility easement for the site.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 4.	All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.
			<i>Staff Comments</i>	<i>The private alleys, Golden Way, Hayloft Way and Hopper Way, are proposed and shall serve the proposed townhouses and condominium units. Said drives are proposed to function as access, as well as a public utility easement for the site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 5.	Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.
			<i>Staff Comments</i>	<i>The private alleys, Golden Way, Hayloft Way and Hopper Way, are proposed and shall serve the proposed townhouses and condominium units. Said drives are proposed to function as access, as well as a public utility easement for the site.</i> <i>Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 6.	Dead-end alleys shall not be allowed.
			<i>Staff Comments</i>	<i>N/A, as no dead-end alleys are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 7.	Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.
			<i>Staff Comments</i>	<i>Easements are currently shown for utilities in the twenty-six (26') foot wide private alleys, Golden Way, Hayloft Way and Hopper Way.</i> 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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Easements shall be provided for the following purposes:
			<i>Staff Comments</i>	<i>Easements are currently shown for utilities in the twenty-six (26') foot wide private alleys, Golden Way, Hayloft Way and Hopper Way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.
			<i>Staff Comments</i>	<i>N/A, as this site does not border the Big Wood River.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement

				shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.
			<i>Staff Comments</i>	<i>No natural resource, riparian area, hazardous area or other limitation requires an easement, as specified above, for the proposed subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.
			<i>Staff Comments</i>	<i>Private alleys, Golden Way, Hayloft Way and Hopper Way, are proposed. The overall site plan (Phase I-IV) proposes 90,247 square feet of parking, hardscape and pedestrian circulation. 25% of 90,247 square feet is 22,562 square feet. 26,059 square feet for snow storage has been provided.</i>
16.04.050: Blocks				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>N/A, as no blocks are proposed.</i>
16.04.060: Lots				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>All proposed lots are sublots, ranging in size from 1,562 square feet to 21,320 square feet (ten-plex condominium buildings). There is a total of fourteen (14) sublots proposed in Phase II of the development, which is approximately 1.59 acres in size. Phase II thereby allows for the construction of approximately 14 sublots.</i> <i>The original P.U.D. Development Agreement addresses the above standard, which was granted August 14, 2006:</i> <ul style="list-style-type: none"> - <i>Maximum Density:</i> <ul style="list-style-type: none"> o <i>Townhouse subplot density shall increase from 12 sublots per acre to 24 sublots per acre.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.

			<i>Staff Comments</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).
			<i>Staff Comments</i>	N/A, as no double frontage lots are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Staff Comments</i>	N/A, as no unbuildable lots are platted.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.
			<i>Staff Comments</i>	N/A, as no flag lots are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E.	All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.
			<i>Staff Comments</i>	All fourteen (14) of the sublots will have frontage on proposed courtyard/common space. The frontage width appears to be equal to the width of a driveway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Staff Comments</i>	N/A, as this project is not located within the Townsite Overlay (TO) Zone District.
16.04.070: Orderly Development				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.
			<i>Staff Comments</i>	A Phasing Plan and Agreement were developed during the P.U.D. process. Per the Second Amendment to the P.U.D. Agreement, dated December 27, 2010: <ul style="list-style-type: none"> - All roads, alleys and infrastructure necessary to serve a given building within the project, shall be installed prior to completion of the building, without regard to phasing or time restrictions associated with any prior Phasing Plan.

				<i>No other revisions, specific to this project, were made in the subsequent amendments to the original P.U.D. Agreement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>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.</p> <p><i>Staff Comments</i></p> <p>A Phasing Plan and Agreement were developed during the P.U.D. process. Per the Second Amendment to the P.U.D. Agreement, dated December 27, 2010:</p> <ul style="list-style-type: none"> - All roads, alleys and infrastructure necessary to serve a given building within the project, shall be installed prior to completion of the building, without regard to phasing or time restrictions associated with any prior Phasing Plan. <p><i>No other revisions, specific to this project, were made in the subsequent amendments to the original P.U.D. Agreement.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	<p>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:</p> <ul style="list-style-type: none"> a) Provision of on-site or off-site street or intersection improvements. b) Provision of other off-site improvements. c) Dedications and/or public improvements on property frontages. d) Dedication or provision of parks or green space. e) Provision of public service facilities. f) Construction of flood control canals or devices. g) Provisions for ongoing maintenance. <p><i>Staff Comments</i></p> <p>N/A</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	<p>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:</p> <ol style="list-style-type: none"> 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. <p>The commission and council may require that any or all contiguous parcels be included in the subdivision.</p> <p><i>Staff Comments</i></p> <p>N/A</p>

16.04.080: Perimeter Walls, Gates and Berms					
Compliant			Standards and Staff Comments		
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080	The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.	
			<i>Staff Comments</i>	<i>N/A, as no perimeter walls, gates or landscape berms are proposed. Retaining walls are proposed to be located at the western entrance to the townhomes and will be constructed of materials that have been utilized elsewhere within the Sweetwater Development. Said walls will be constructed of the same block materials used in previous phases.</i>	
16.04.090: Cuts, Fills, Grading and Drainage					
Compliant			Standards and Staff Comments		
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.	
			<i>Staff Comments</i>	<i>The site is relatively flat and free of vegetation. A Flood Hazard Development Permit Application has been submitted and approved by the City's Floodplain Manager. This permit and supporting documentation were submitted with previous phases.</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.	
			<i>Staff Comments</i>	<i>N/A, as the City Engineer has not required a Soils Report from the Applicant. A Soils Report, prepared by Butler and Associates, was submitted in 2006, and is available for review, if so desired.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information: a) Proposed contours at a maximum of two (2) foot contour intervals; b) Cut and fill banks in pad elevations; c) Drainage patterns; d) Areas where trees and/or natural vegetation will be preserved; e) Location of all street and utility improvements including driveways to building envelopes; and f) Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.	
			<i>Staff Comments</i>	<i>Very little grading will be necessary as the site is relatively flat. That said, a Grading Plan will be submitted and will be reviewed and approved by the City Engineer prior to issuance of a Building Permit.</i>	
			B.	Design Standards: The proposed subdivision shall conform to the following design standards:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 1.	Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.	

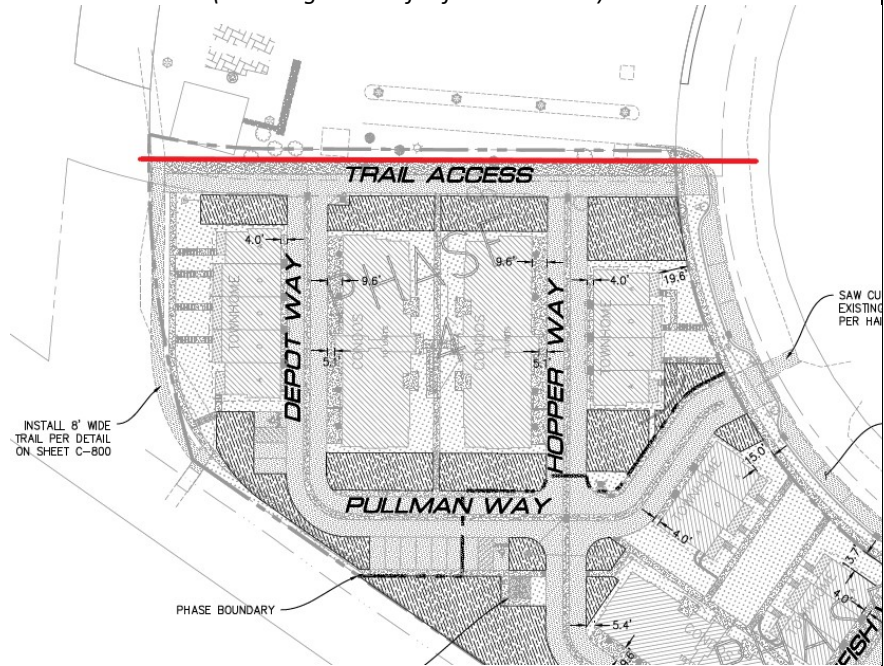
			Staff Comments	<i>Very little grading will be necessary as the site is relatively flat. That said, a Grading Plan will be submitted and will be reviewed and approved by the City Engineer prior to issuance of a Building Permit.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.
			Staff Comments	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.
			Staff Comments	<i>Erosion control and re-vegetation shall be included in final design.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 4.	Where cuts, fills or other excavation are necessary, the following development standards shall apply: <ul style="list-style-type: none"> a) Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b) Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM). c) Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability. d) Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope. e) Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.
			Staff Comments	<i>Proposed grading and drainage appear to be adequate for the site, but shall meet the approval of the City Engineer.</i> <i>A Flood Hazard Development Permit Application has been submitted and approved by the City's Floodplain Manager. This permit and supporting documentation were submitted with previous phases.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 5.	The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water Discharge from Construction Activity" for all construction activity affecting more than one acre.
			Staff Comments	<i>A Drainage Plan has been submitted and storm water will be retained onsite. Runoff is within the landscaped/parking areas and is directed to drywells, as noted on the Drainage Plan. The Drainage Plan will be reviewed and approved by the City Engineer prior to issuance of a Building Permit.</i>

				<i>Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval.</i>
16.04.100: Overlay Districts				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
			A.	Flood Hazard Overlay District:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 1.	Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>A standard plat note has been added notifying future buyers that portions of the property are within the Flood Hazard Overlay District.</i> <i>Pursuant to Section 16.04.100 of the Hailey Municipal Code, a Flood Hazard Development Permit Application shall accompany the Preliminary Plat Application for Commissioner review. A Flood Hazard Development Permit Application has been submitted and approved by the City's Floodplain Manager. This permit and supporting documentation were submitted with previous phases.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.
			<i>Staff Comments</i>	<i>To the extent possible, most of the proposed building envelopes are located outside of the Floodplain and Flood Hazard Overlay District.</i> <i>A Flood Hazard Development Permit Application has been submitted and has been approved by the City's Floodplain Manager.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 3.	Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located adjacent to the Big Wood River or its tributaries.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Hillside Overlay District:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Hillside Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Hillside Overlay District.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.
			<i>Staff Comments</i>	<i>The Developer shall obtain a Site Alteration Permit prior to any development occurring. This has been made a Condition of Approval.</i>
16.04.110: Parks, Pathways and Other Green Spaces				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.

			<i>Staff Comments</i>	<i>A 1.6-acre (69,696 square feet) park/open space is existing. Said space is open to the public and is maintained by the Sweetwater Homeowner’s Association.</i>
			A. 1.	Parks:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1. a.	<p>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> <p>P = x multiplied by .0277</p> <p>“P” is the Parks contribution in acres</p> <p>“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.</p>
			<i>Staff Comments</i>	<p><i>N/A, as Park/Open Space is existing and was developed accordingly:</i></p> <p><i>The prior rezone of the subject property, effective May 5, 2005, was pursuant to a Development Agreement that identified the park contribution the owner, or any subsequent owners, would be required to make upon development of the parcel. The required contribution was [a] creation of park space four-tenths (.4) of an acre in size, to be provided for the residents residing in the development, which “shall be developed as undedicated park space in conformity with Section 4.10 or 16.04.110 of the Hailey Subdivision Ordinance pertaining to park standards”, and [b] a payment to the City of \$390,000 as an in-lieu parks contribution for 1.2 acres.</i></p> <p><i>A 1.6-acre Park/Open Space was constructed to benefit the residents of the development. Per the Development Agreement dated April 25, 2005, any foregoing payments and designated improvements shall be deemed final and conclusive as to the park land improvements for the development of the property. No additional park land improvements will be required by the City, other than as set forth in the Development Agreement, or agreed to, in writing.</i></p> <p><i>No revisions to this provision were made in subsequent amendments.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.1.b	In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.
			<i>Staff Comments</i>	<i>The subdivision is located in the Limited Business (LB) Zoning District. Please see Section 16.04.110 for further details.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.
			<i>Staff Comments</i>	<i>A new five (5’) foot-wide sidewalk is proposed along the perimeter of the proposed project. This sidewalk will run parallel to Shenandoah Drive,</i>

approximately 600' in length, before curving to the east and crossing Shenandoah Drive (continental crosswalk, which utilizes thermoplastic materials). This sidewalk will connect to existing pathways found near and around the park space and amenity building.

Pedestrian connections are also shown at the northwestern end of the parcel, connecting to the Wood River Trail, and from the Wood River Trail to Shenandoah Drive (see image below for further details).



A second connection is also proposed from the public sidewalk on the north side of Countryside Boulevard to the Wood River Trail (see image below for further details).

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>B.</p>	<p>Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:</p> <ul style="list-style-type: none"> a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), c) Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units. d) Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.
			<p><i>Staff Comments</i></p>	<p>N/A</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>C.</p>	<p>Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.</p>

			<i>Staff Comments</i>	<i>N/A, as this application is part of an earlier P.U.D. Development Agreement. Park/Open Space was addressed at that time and is existing. No additional Park/Open Space is proposed or required at this time.</i>
			D.	Minimum Requirements:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. 1.	Private Green Space: Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A.1.a) for further information.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 2.	Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.
			<i>Staff Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 3.	Mini Park: A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.
			<i>Staff Comments</i>	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 4.	Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.
			<i>Staff Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. 5.	Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A)2 for further information.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E.	Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. 1.	Shall meet the minimum applicable requirements required by Subsection D of this section.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A.1.a) for further information.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. 2.	Shall provide safe and convenient access, including ADA standards.
			<i>Staff Comments</i>	<i>This standard shall be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. 3.	Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A.1.a) for further information.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 4.	Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.
			<i>Staff Comments</i>	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 5.	Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.
			<i>Staff Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. 6.	Shall require low maintenance or provide for maintenance or maintenance endowment.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A.1.a) for further information.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F.	Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. 1.	Shall meet the minimum applicable requirements required by Subsection D of this section.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A.1.a) for further information.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. 2.	Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A.1.a) for further information.</i>
			G.	Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G. 1.	Shall meet the minimum applicable requirements required by section 4.10.04 of this section.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110 for further information.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 2.	Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).

			Staff Comments	<i>N/A, as public and private green spaces on the same property or adjacent properties are not proposed and/or existing.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G. 3.	The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.
			Staff Comments	<i>The standard has been met as part of the original and subsequent amendments to the P.U.D. Development Agreement dated January 10, 2005.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G. 4.	The private ownership and maintenance of green space shall be adequately provided for by written agreement.
			Staff Comments	<i>Maintenance of the Park/Open Space is currently managed and funded by the Sweetwater Homeowner’s Association. This standard has been met.</i>
			H.	In-Lieu Contributions:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 1.	After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.
			Staff Comments	<i>N/A, as Park/Open Space is existing and was developed accordingly: The prior rezone of the subject property, effective May 5, 2005, was pursuant to a Development Agreement that identified the park contribution the owner, or any subsequent owners, would be required to make upon development of the parcel. The required contribution was [a] creation of park space four-tenths (.4) of an acre in size, to be provided for the residents residing in the development, which “shall be developed as undedicated park space in conformity with Section 4.10 or 16.04.110 of the Hailey Subdivision Ordinance pertaining to park standards”, and [b] a payment to the City of \$390,000 as an in-lieu parks contribution for 1.2 acres. A 1.6-acre Park/Open Space was constructed to benefit the residents of the development. Per the Development Agreement dated April 25, 2005, any foregoing payments and designated improvements shall be deemed final and conclusive as to the park land improvements for the development of the property. No additional park land improvements will be required by the City, other than as set forth in the Development Agreement, or agreed to, in writing. No revisions to this provision were made in subsequent amendments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. 2.	The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., \$/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of these ordinances. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.
			Staff Comments	<i>Please reference Section 16.04.110 for further information.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. 3.	Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.
			Staff Comments	<i>Please reference Section 16.04.110 for further information.</i>

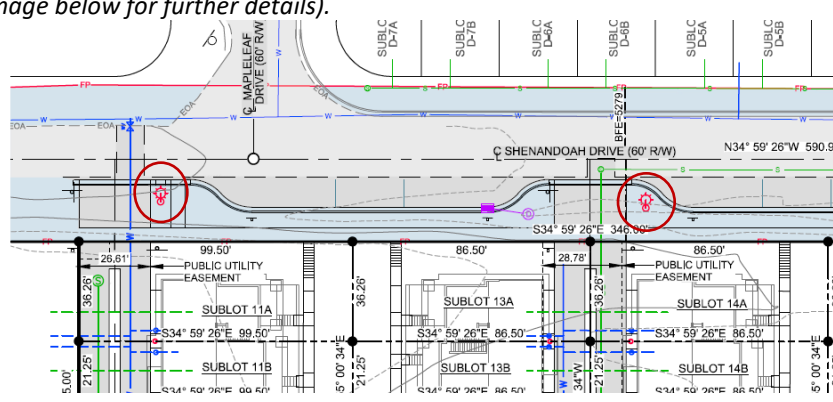
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. 4.	In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.
			<i>Staff Comments</i>	<i>Please reference Section 16.04.110 for further information.</i>

16.05: Improvements Required:

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.010	Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.
			<i>Staff Comments</i>	<i>The Applicant intends to construct all necessary infrastructure, if the project is approved.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>This standard will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>This standard will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.
			<i>Staff Comments</i>	<i>This standard will be met.</i>

16.05.020: Streets, Sidewalks, Lighting, Landscaping

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>A variety of issues and/or concerns were noted during the Phase I Design Review Hearing and in the Design Review Findings of Fact, dated December 16,</i>

				<p>2019. Together, the Public Works Department and Applicant Team have worked to solidify design details of the project. A final review and approval will be conducted prior to issuance of a Building Permit.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)</p> <p><i>Staff Comments</i></p> <p>Any and all street cuts for the installation of the water and sewer mains shall be per this standard.</p> <p>Connection details to the existing water system shall be approved by the Wastewater Division prior to construction. Street cuts shall be approved by the Streets Division prior to construction.</p> <p>All infrastructure will be approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>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.</p> <p><i>Staff Comments</i></p> <p>A Street Signage and Striping Plan has been submitted. Any new signage shall be installed per City Standards, which a final review and approval of will be conducted prior to issuance of a Building Permit.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>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 VIII B of the Hailey Zoning Ordinance.</p> <p><i>Staff Comments</i></p> <p>Two (2) street lights are proposed within Phase II of the development (see image below for further details).</p>  <p>The diagram is a detailed site plan showing a street layout. At the top, there are two streets: Maple Leaf Drive (60' R/W) and Shenandoah Drive (60' R/W). Below these are several sublots labeled SUBLOT 11A, 11B, 13A, 13B, 14A, and 14B. The plan includes various utility lines (water, sewer, gas, electric) and easements. Two streetlights are circled in red, one on Maple Leaf Drive and one on Shenandoah Drive. Dimensions and bearings are provided for various lines and easements.</p> <p>All street lights will be maintained by the Sweetwater Homeowner's Association and all infrastructure will be approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.</p>

16.05.030: Sewer Connections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.030	<p>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.</p>
			<i>Staff Comments</i>	<p>A variety of issues and/or concerns were noted during the Design Review Hearing and in the Design Review Findings of Fact for Phase I, dated December 16, 2019. Together, the Public Works Department and Applicant Team have worked to solidify design details of the project. A final review and approval will be conducted prior to issuance of a Building Permit.</p>
16.05.040: Water Connections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>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.</p>
			<i>Staff Comments</i>	<p>A variety of issues and/or concerns were noted during the Design Review Hearing and in the Design Review Findings of Fact for Phase I, dated December 16, 2019. Together, the Public Works Department and Applicant Team have worked to solidify design details of the project. A final review and approval will be conducted prior to issuance of a Building Permit.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.</p>
			<i>Staff Comments</i>	<p>N/A, as this project is not within the Townsite Overlay (TO) District.</p>
16.05.050: Drainage				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.050	<p>Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)</p>
			<i>Staff Comments</i>	<p>Drainage appears to be adequate for the site, but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit.</p>
16.05.060: Utilities				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.060	<p>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.</p>

			<i>Staff Comments</i>	<i>All utilities are shown to be installed underground. A 26'-wide Public Utility Easement beneath the private alleys, Golden Way, Hayloft Way and Hopper Way, have been dedicated for this purpose.</i>
16.05.070: Parks, Green Space				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>See Section 16.04.110 for further information.</i>
16.05.080: Installation to Specifications; Inspections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with City of Hailey code.</i> <i>The City will need to select an inspector, to be paid for by the Applicant, for all water, sewer, and roadway infrastructure during construction.</i>
16.05.090: Completion; Inspections; Acceptance				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>This standard shall be met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)
			<i>Staff Comments</i>	<i>N/A, as the completion of all major infrastructure by the Developer is preferred over bonding.</i>
16.05.100: As Built Plans and Specifications				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.100	As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the City engineer. (Ord. 1191, 2015)
			<i>Staff Comments</i>	<i>As built drawings will be required. This standard will be met.</i>
16.08: Townhouses:				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.010	Plat Procedure: The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the

				<p>proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)</p>
			<i>Staff Comments</i>	<i>This standard shall be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.020	<p>Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)</p>
			<i>Staff Comments</i>	<i>All garages are located on the same subplot as the principle dwelling and have been designated on the Preliminary Plat as such.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.030	<p>Storage, Parking Areas: Residential townhouse developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015)</p>
			<i>Staff Comments</i>	<p><i>Per the Hailey Municipal Code, Multifamily Dwellings are required to provide at least 1.5 onsite parking spaces. Overall, the project contains, twelve (12), three-story townhomes (39 units in total), seven (7), ten-plex, three-story condominiums (70 units in total), one (1) three-plex live/work building and one (1) four-plex live/work building are proposed; therefore, 174 onsite parking spaces are required. The site plan shows a total of 254 onsite parking spaces: a two (2) car garage per townhouse unit, a one (1) car garage per condo unit, which totals 164 parking spaces. 64 off-street parking spaces and 28 on-street parking spaces are also proposed.</i></p> <p><i>For Phase II of the project, twenty (20) condominium units and twelve (12) townhouse units for a total of thirty-two (32) residential units are proposed; therefore, forty-eight (48) onsite parking spaces are required. The site plan shows a total of seventy-three (73) onsite parking spaces: a two (2) car garage per townhouse unit, a one (1) car garage per condo unit, which totals forty-four (44) parking spaces. Twenty-two (22) off-street parking spaces and seven (7) on-street parking spaces are also proposed.</i></p> <p><i>That said and as agreed upon in the original PUD Agreement dated August 14, 2006, below grade parking and/or parking stalls at basement levels are required. Over 70% of all parking stalls are located within the structure (two-car garage) and all driveways are oriented toward internal alleys, so as not to negatively affect the quality of the pedestrian environment.</i></p> <p><i>Due to the nature of all proposed onsite parking being below grade parking and/or parking stalls at basement level, which was determined in and comply with the original PUD Agreement, the excess parking complies with the standards set forth herein, as well as with the provisions outlined in the original PUD Agreement dated August 14, 2006.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.040	<p>Construction Standards: All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)</p> <p><i>Staff Comments</i> Please refer to the analysis of Title 16 above for further information.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.050	<p>General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)</p> <p><i>Staff Comments</i> Please refer to the analysis of Title 16 above for further information.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.060	<p>Expiration: Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015)</p> <p><i>Staff Comments</i> This standard will be met.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.070	<p>Conversion: The conversion by subdivision of existing units into townhouses shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)</p> <p><i>Staff Comments</i> N/A</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080	<p>Density: The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)</p> <p><i>Staff Comments</i> The proposed parcel is zoned Limited Business (LB), which allows for twenty (20) units per one (1) acre. Overall, the proposed parcel is 6.50 acres in size. The original P.U.D Development Agreement, dated August 14, 2006, granted a waiver, which allowed the townhouse subplot density to increase from 12 sublots per acre, to 24 sublots per acre. The Applicant is proposing a total of fourteen (14) sublots in Phase II of the development, which is approximately 1.59 acres in size. This provision allows the Applicant to construct a total of approximately 38 sublots in Phase II; however, the Applicant has chosen to construct a total of 14 sublots, or 24 sublots less than what is currently allowed, pursuant the Planned Unit Development Agreement.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.11.010	<p>Exceptions: Whenever the tract to be subdivided is, in the shape or size, or is surrounded by such development or unusual conditions that the strict application of the requirements contained herein would result in real difficulties and substantial hardships or injustices, the council may vary or modify such requirements by making findings for their decision so that the developer is allowed to develop his property in a reasonable manner, while ensuring that the public welfare and interests of the city and surrounding area are protected and the general intent and spirit of this title are preserved. As used in this section, the phrase “real difficulties and substantial hardships or injustices” shall apply only to situations where strict application of the requirements of this title will deny to the developer the reasonable and beneficial use of the property in question, and not in situations where the developer establishes</p>

				only that exceptions will allow more financially feasible or profitable subdivision. (Ord. 1191, 2015).
			<i>Staff Comments</i>	N/A

Summary and Suggested Conditions: The Commission shall review the Preliminary Plat Application and continue the public hearing, approve, conditionally approve, or deny the Application. If approved, the Plat Application will be forwarded to the Hailey City Council for review.

The following are suggested Conditions of Approval for this Application:

- a) All conditions of the Planned Unit Development approval shall be met.
- b) All Fire Department and Building Department requirements shall be met.
- c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:
 - i. Permits shall be obtained for installation of all drywells.
 - ii. A Site Alteration Permit shall be obtained prior to any development occurring.
 - iii. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
- d) Preliminary Plat approval is subject to the Flood Hazard Development Permit, approved on February 26, 2020.
- e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
- f) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.
- g) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.
- h) Any application development fees shall be paid prior to recording the Final Plat.
- i) The Applicant shall submit an Erosion Control Plan prior to Final Plat.
- j) Prior to any future development in the SFHA, the property owner shall be required to obtain a Flood Hazard Development Permit from the City of Hailey for the proposed work.
- k) Alleys shall be designated as unbuildable parcels.

Motion Language:

Approval: Motion to approve Phase II of the Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision (vacant lot along Shenandoah Drive), finding that the application meets all City Standards, and that Conditions (a) through (k) are met.

Denial: Motion to deny Phase II of the Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision (vacant lot along

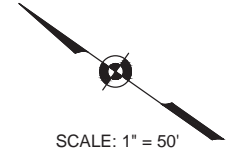
Shenandoah Drive), finding that _____ [Commission should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the public hearing to _____ [the Commission should specify a date].

A PRELIMINARY PLAT SHOWING SWEETWATER P.U.D. TOWNHOUSES, BLOCK 2, PHASE 2

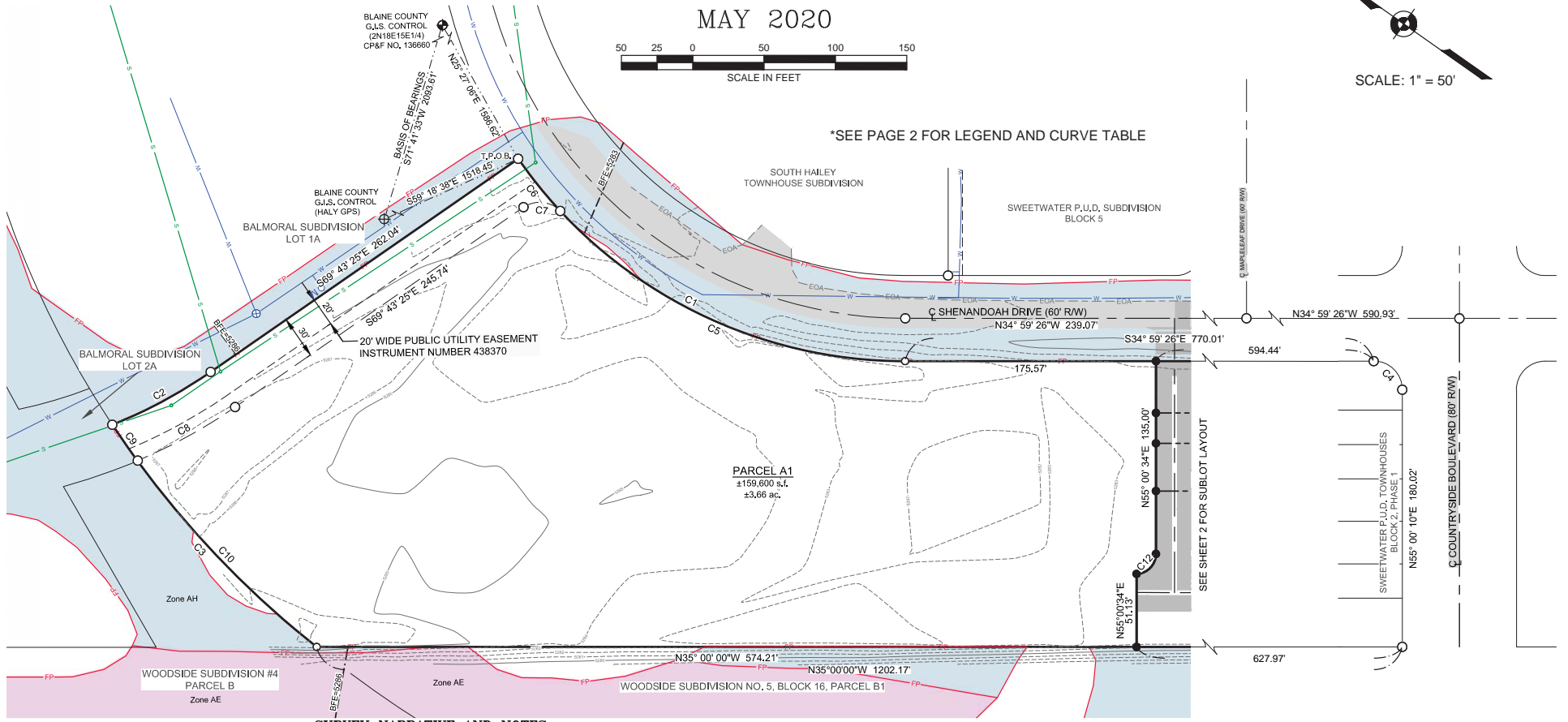
WHEREIN SWEETWATER P.U.D. TOWNHOUSES, BLOCK 2, PHASE 1, PARCEL A IS SUBDIVIDED
LOCATED WITHIN SECTION 15, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

MAY 2020



SCALE: 1" = 50'

*SEE PAGE 2 FOR LEGEND AND CURVE TABLE



SURVEY NARRATIVE AND NOTES

1. THE BOUNDARY INFORMATION SHOWN IS BASED ON FOUND MONUMENTS AND THE RECORDED PLAT OF SWEETWATER P.U.D. SUBDIVISION, INSTRUMENT NUMBER 576317, RECORDS OF BLAINE COUNTY, IDAHO. ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. MISSING PROPERTY CORNERS HAVE BEEN RESET BY PROPORTIONING RECORD DISTANCES. REFER TO THE PLAT NOTES, CONDITIONS, COVENANTS, AND/OR RESTRICTIONS ON THE ORIGINAL PLAT OF SWEETWATER P.U.D. SUBDIVISION, RECORDED AS INSTRUMENT NO. 576317, THE ORIGINAL PLAT OF WOODSIDE SUBDIVISION FINAL PLAT NO. 5 RECORDED AS INSTRUMENT NO. 150393, AND THE ORIGINAL PLAT OF WOODSIDE SUBDIVISION FINAL PLAT NO. 22 RECORDED AS INSTRUMENT NO. 152617. THE ABOVE MENTIONED PLATS PER RECORDS OF BLAINE COUNTY, IDAHO. ADDITIONAL DOCUMENTS USED IN THE COURSE OF THIS SURVEY INCLUDE:

WOODSIDE SUBDIVISION #4,	INSTRUMENT NO. 150392
WOODSIDE SUBDIVISION #5,	INSTRUMENT NO. 150393
BALMORAL SUBDIVISION,	INSTRUMENT NO. 439351
SOUTH HAILEY TOWNHOUSE,	INSTRUMENT NO. 206882
LOTS 3B AND 4B, BALMORAL SUBDIVISION,	INSTRUMENT NO. 457308
2. REFER TO THE MASTER DECLARATION OF CC&R'S FOR THE ORIGINAL PLAT OF SWEETWATER P.U.D. SUBDIVISION RECORDED AS INSTRUMENT NO. 576318, RECORDS OF BLAINE COUNTY, IDAHO AND AMENDMENTS THERETO.
3. LOT OWNERS, THEIR TENANTS, AND GUESTS ARE ADVISED THAT THIS PROPERTY IS LOCATED NEAR THE FRIEDMAN MEMORIAL AIRPORT. PRESENT AND FUTURE IMPACTS MAY BE ANNOYING AND INTERFERE WITH THE UNRESTRICTED USE AND ENJOYMENT OF PROPERTY. THESE NOISE IMPACTS MAY CHANGE OVER TIME BY VIRTUE OF GREATER NUMBERS OF AIRCRAFT, LOUDER AIRCRAFT, SEASONAL VARIATIONS, AND TIME-OF-DAY VARIATIONS; THAT CHANGES TO AIRPORT, AIRCRAFT, AND, AIR TRAFFIC CONTROL OPERATING PROCEDURES OR IN AIRPORT LAYOUT COULD RESULT IN INCREASED NOISE IMPACTS; AND THAT THE USER'S OWN PERSONAL PERCEPTIONS OF THE NOISE EXPOSURE COULD CHANGE AND THAT HIS OR HER SENSITIVITY TO AIRCRAFT NOISE COULD INCREASE.
4. THE TOWNHOUSE SUBDIVISION IS SUBJECT TO THE TOWNHOUSE DECLARATION, RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
5. REFER TO THE SWEETWATER P.U.D. AGREEMENT RECORDED AS INSTRUMENT NO. 542953, RECORDS OF BLAINE COUNTY, IDAHO AND AMENDMENTS THERETO.
6. THE EXISTING PHYSICAL BOUNDARIES OF THE COMMON UNIT WALL AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLATS OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN THE ACTUAL LOCATION AND BOUNDARIES SHOWN.
7. A MUTUAL RECIPROCAL EASEMENT FOR SIDEWALKS AND UTILITIES IS GRANTED WITHIN SUBLOTS 11A - 16C TO BENEFIT THE SWEETWATER P.U.D. HOMEOWNERS.
8. THE PROPERTY SHOWN HEREON IS AFFECTED BY ADDITIONAL EXCEPTIONS AS PROVIDED IN A TITLE REPORT BY AMERITITLE WITH THE COMMITMENT DATE OF 10/05/06 @ 8:00am AND ORDER NO. 56933.
 - E. PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR A FREE AND UNOBSTRUCTED PASSAGE OF AIRCRAFT IN, THROUGH, AND ACROSS THE AIRSPACE ABOVE THE ELEVATION 6,115 FEET MEAN SEA LEVEL DATUM, EXECUTED BY SAWTOOTH TITLE COMPANY, INC., AN IDAHO CORPORATION, TRUSTEE, TO CITY OF HAILEY, BLAINE COUNTY, IDAHO, RECORDED JULY 17, 1973, AS INSTRUMENT NO. 150169.
 - I. DEVELOPMENT AGREEMENT RECORDED JANUARY 27, 2005, AS INSTRUMENT NO. 515688.
9. THE 100-YR FLOODPLAIN AREA DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, GALENA ENGINEERING, INC. NEITHER REPRESENTS, GUARANTEES, WARRANTS, NOR IMPLIES THAT AREAS OUTSIDE OF THE DESIGNATED FLOODPLAIN AREA ARE SAFE AND FREE FROM

10. ZONING IS LIMITED BUSINESS (LB).
 - FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR CITY OF HAILEY, BLAINE COUNTY, IDAHO, COMMUNITY NUMBER 16013C, PANEL NO'S 0688 E AND 0856 E, DATED NOVEMBER 26, 2010, LETTER OF MAP REVISION (LOMR) CASE NO. 12-10-0384P, DATED JULY 5, 2012, AND LETTER OF MAP AMENDMENT (LOMA) CASE 13-10-0028A, DATED DECEMBER 28, 2012. VERTICAL DATUM IS NAVD88. FLOOD ZONE(S): THE ENTIRETY OF ALL FLOOD ZONES ARE REMOVED FROM PARCEL DUE TO LETTER OF MAP AMENDMENT (LOMA) CASE 13-10-0028A, DATED DECEMBER 28, 2012. BASE FLOOD ELEVATIONS (BFE) ARE REMOVED FROM PARCEL DUE TO LETTER OF MAP AMENDMENT (LOMA) CASE 13-10-0028A, DATED DECEMBER 28, 2012. FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY THE FLOOD HAZARD OVERLAY DISTRICT (FH) AS DEFINED BY TITLE 17, CHAPTER 17.04, ARTICLE J, HAILEY CITY CODE.
11. SNOW STORAGE EASEMENTS WITHIN SUBLOTS 11A THRU 16C TO BENEFIT THE SWEETWATER P.U.D. HOMEOWNERS ARE GRANTED AS SHOWN HEREON.

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.

Date _____ South Central District Health Dept., EHS

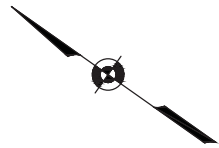


SWEETWATER P.U.D. TOWNHOUSES
BLOCK 2, PHASE 2
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 3
Job No. 7849

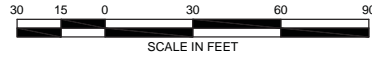
A PRELIMINARY PLAT SHOWING SWEETWATER P.U.D. TOWNHOUSES, BLOCK 2, PHASE 2

WHEREIN SWEETWATER P.U.D. TOWNHOUSES, BLOCK 2, PHASE 1, PARCEL A IS SUBDIVIDED
LOCATED WITHIN SECTION 15, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

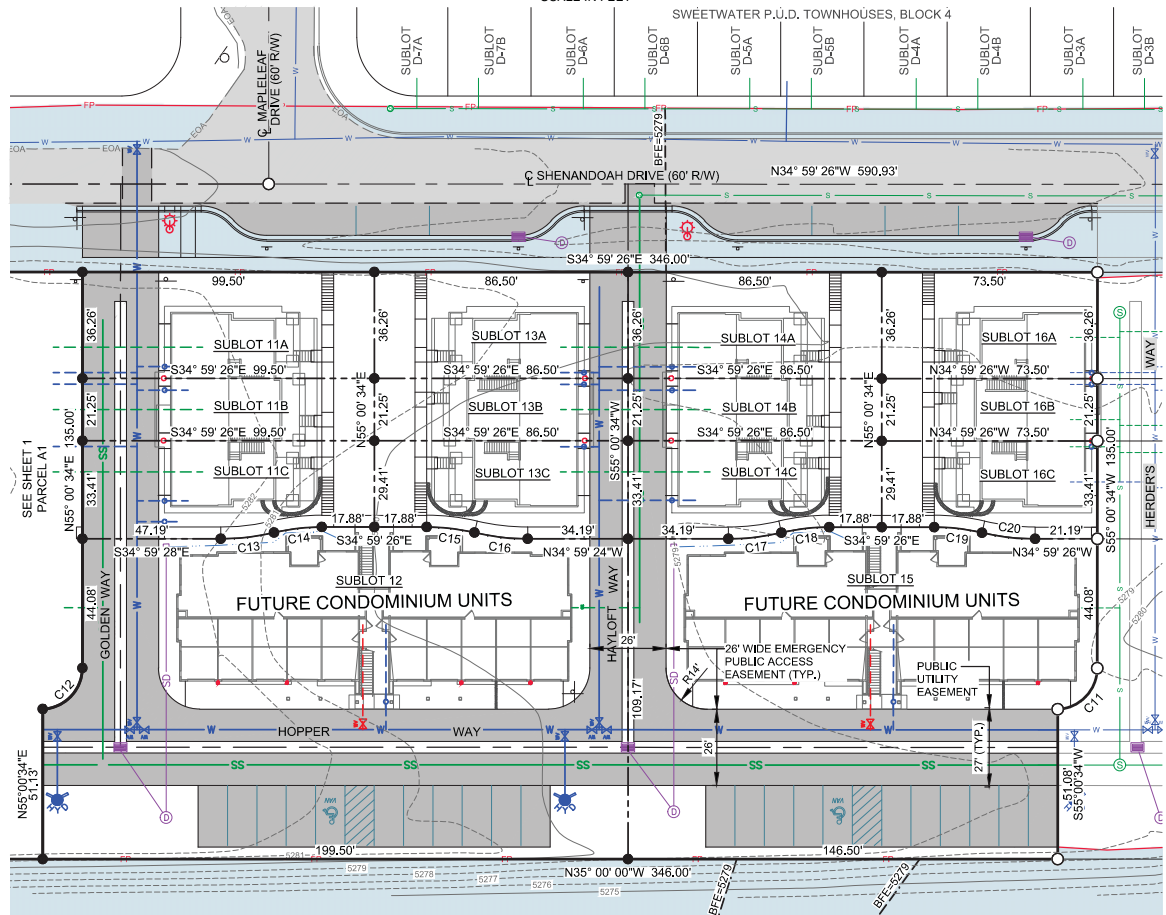
MAY 2020



SCALE: 1" = 30'



SUBLOT AREAS		
SUBLOT	AREA (sqft)	AREA (ac±)
11A	3,607	0.08
11B	2,114	0.05
11C	3,185	0.07
12	21,320	0.49
13A	3,136	0.07
13B	1,838	0.04
13C	2,751	0.06
14A	3,136	0.07
14B	1,838	0.04
14C	2,751	0.06
15	17,012	0.39
16A	2,665	0.06
16B	1,562	0.04
16C	2,317	0.05
PARCEL A1	159,600	3.66
PROJECT	228,833	5.25



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- Sublot Line
- G.I.S. Tie
- FP Floodplain
- BFE=5277 BFE = Base Flood Elevation
- Zone AE Zone AH Flood Zones
- - - - - Public Utility Easement
- - - - - Easement, type and width as shown
- - - - - Vacated Former Balmoral Sub Tract A (used to establish northern boundary)
- ▨ Snow Storage Easement (see note 11)
- ⊕ Found Brass Cap
- ⊕ Found Stainless Steel Rod in Monument Well
- FD5/8 = Found 5/8" Rebar
- FD1/2 = Found 1/2" Rebar
- Set 5/8" Rebar, PLS16670
- Existing 5' Contour Interval
- Existing 1' Contour Interval
- Edge of Asphalt
- ▨ Proposed Asphalt Improvements
- ⊕ Proposed Light
- ⊕ Catch Basin
- ⊕ Proposed Catch Basin
- ⊕ Drywell
- ⊕ Proposed Drywell
- Proposed Storm Drain
- Proposed Sign
- Sewer Main
- Sewer Service
- Proposed Sewer Main
- Proposed Sewer Service
- ⊕ Sewer Manhole
- ⊕ Proposed Sewer Manhole
- Water Main
- Water Service
- Proposed Water Main
- Proposed Water Service
- Proposed Fire Line w/ Valve
- ⊕ Fire Hydrant
- ⊕ Proposed Fire Hydrant
- ⊕ Water Valve
- ⊕ Proposed Water Valve
- Proposed Road Paint

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	55°13'30"	330.00'	318.07'	172.61'	305.90'	S 07°23'37" E
C2	12°50'15"	350.00'	78.42'	39.37'	78.26'	S 63°14'14" E
C3	18°01'33"	675.00'	212.36'	107.07'	211.49'	N 12°22'37" E
C4	89°59'36"	20.00'	31.41'	20.00'	28.28'	N 10°00'22" E
C5	47°03'55"	330.00'	271.08'	143.71'	263.52'	S 11°28'24" E
C6	8°09'35"	330.00'	47.00'	23.54'	46.96'	S 16°08'21" W
C7	80°42'42"	20.00'	28.17'	16.99'	25.90'	N 29°11'12" W
C8	11°47'34"	380.00'	78.21'	39.24'	78.07'	S 63°45'54" E

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C9	2°36'33"	675.00'	30.74'	15.37'	30.74'	S 20°05'07" W
C10	15°25'00"	675.00'	181.62'	91.36'	181.08'	S 11°04'20" W
C11	87°58'06"	14.00'	21.49'	13.51'	19.44'	N 81°00'23" W
C12	87°58'06"	14.00'	21.49'	13.51'	19.44'	S 81°00'23" E
C13	13°15'02"	79.12'	18.30'	9.19'	18.26'	S 41°36'59" E
C14	13°15'02"	71.12'	16.45'	8.26'	16.41'	N 41°36'59" W
C15	13°15'06"	71.11'	16.45'	8.26'	16.41'	N 28°21'53" W
C16	13°15'06"	79.11'	18.30'	9.19'	18.26'	S 28°21'53" E

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C17	13°15'02"	79.12'	18.30'	9.19'	18.26'	S 41°36'59" E
C18	13°15'02"	71.12'	16.45'	8.26'	16.41'	N 41°36'59" W
C19	13°15'06"	71.11'	16.45'	8.26'	16.41'	N 28°21'53" W
C20	13°15'06"	79.11'	18.30'	9.19'	18.26'	S 28°21'53" E



SWEETWATER P.U.D. TOWNHOUSES
BLOCK 2, PHASE 2
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 2 OF 3
Job No. 7849



IDAHO DEPARTMENT OF FISH AND GAME

MAGIC VALLEY REGION
324 South 417 East, Suite 1
Jerome, Idaho 83338

Brad Little / Governor
Ed Schriever / Director

September 20, 2020

Community Development Assistant
City of Hailey – Community Development Department
115 Main Street South
Hailey, Idaho 83333

Re: IDFG Review – Proposed Sweetwater Subdivision Preliminary Plat, City of Hailey

The Idaho Department of Fish and Game (IDFG) has reviewed information provided in the 28 September Hailey City Council Notice of Public Hearing for the proposed Sweetwater Communities Subdivision (i.e., condominiums and townhomes) located at the intersection of Shenandoah Drive and Countryside Boulevard, Hailey, Idaho. The proposed development is less than ¼ miles from foothill habitats and important big game winter range. IDFG's following plat note recommendations are therefore intended to inform options to minimize local wildlife impacts:

1. Notify property owners of their responsibility to control wildlife depredations (e.g., landscaping, gardens, and livestock feed) and nuisances as informed or prescribed by IDFG.
2. Prohibit game and predatory wildlife feeding, which can create nuisances and attract big game away from native habitats (e.g., winter range) and exacerbate wildlife conflicts in the Wood River Valley.
3. Require potential wildlife attractants (e.g., pet food, trash, and gardens) be maintained in a manner that inhibits wildlife nuisances (e.g., skunks, raccoons, magpies, red fox, etc.).
4. Control pets to prevent wildlife disturbance, particularly during spring and summer when birds are nesting and brood rearing, and winter when big game are energetically stressed.
5. Completely enclose outdoor pet kennels (including a roof), outbuildings, decks, and window-wells to eliminate mountain lion day beds and reduce mountain lion depredation.
6. Consult IDFG for fence design recommendations to meet homeowner goals while considering wildlife (e.g., minimize fencing and specify post-and-rail designs with maximum 42-inch top rail height and minimum 18-inch bottom rail height to facilitate wildlife passage).

Thank you for the opportunity to provide recommendations, and please contact me with questions.

Sincerely,

A handwritten signature in black ink that reads "Craig A. White".

Craig White
Magic Valley Regional Supervisor

Cc: Mike McDonald – IDFG

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Admin/Resiliency **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Public Hearing on amendments to Hailey Municipal Code Chapter 8, Health and Safety, adding a new section 8.06 which places limits on engine idling within the City of Hailey.

AUTHORITY:

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached is an ordinance requested by Mayor Burke, which was introduced to the City Council on September 14, 2020 and is not presented for public hearing and potential action.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Consideration of Ordinance, propose amendments or adopt as presented with first reading by title only of Ordinance No. _____

FOLLOW-UP REMARKS:*

HAILEY ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 8, HEALTH AND SAFETY, BY ADDING A NEW SECTION 8.06, LIMITATION ON ENGINE IDLING, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, air pollution is a public health concern in the City of Hailey. Air pollution can cause or aggravate lung illnesses such as acute respiratory infections, asthma, chronic bronchitis, emphysema, and lung cancer. In addition to health impacts, air pollution imposes significant economic costs and negative impacts on our quality of life (nuisance). Pollutants emitted into the air locally add to global air pollution problem and the deterioration of climate health. Nationwide, idling personal vehicles waste roughly 3 billion gallons of fuel and generate about 30 million tons of CO₂ every year, according to the [U.S. Department of Energy](#).

WHEREAS, exhaust from vehicles (both on- and off-road) is a substantial source of ozone precursors in Hailey. Vehicle exhaust is also a source of carbon monoxide, particulate matter, toxic air contaminants, and greenhouse gases. Although new engines have become cleaner due to improved emission control technologies; the slow turnover in their inventory and the number of miles/hours these vehicles idle each year is hindering progress in improving air quality. Every minute, an idling personal passenger vehicle produces enough exhaust emissions to fill 150 balloons with its harmful exhaust chemicals, including cyanide, NO_x and PM_{2.5}.

WHEREAS, public agencies can play an important role in improving air quality by limiting the amount of time vehicle engines are allowed to idle within a particular jurisdiction. Public agencies have the responsibility to lead the effort to improve air quality by adopting policies and ordinances that are cost effective in reducing ozone precursor emissions and toxic air contaminants.

WHEREAS according to the US Department of Energy, restarting a V-6 engine uses about the same amount of fuel as idling for five seconds. When a vehicle must be stopped for more than one minute and it is safe to turn off the engine, less fuel, vehicle wear, and cost is consumed than by idling through that minute.

WHEREAS, the Mayor and City Council wish to implement Limitations on Engine Idling within the City of Hailey to discourage the idling of vehicle engines within the Hailey City limits.

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

Section 1. A new Chapter 8.06 is hereby added to the Hailey Municipal Code, as follows:

CHAPTER 8.06

LIMITATION ON ENGINE IDLING

Sections:

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8.06.010 **Purpose.** The purpose of this ordinance is to define limitations on Engine Idling within the City of Hailey to discourage the idling of vehicle engines on public property within the Hailey City limits.

8.06.020 **Definitions.** For purposes of this Chapter 8.06, the following capitalized words and phrases shall apply as defined herein:

DRIVER means any person who drives, operates, or is in actual physical control of a vehicle.

EMERGENCY means a sudden, urgent, usually unforeseen, occurrence.

EQUIPMENT OPERATOR means any person who is in actual physical control of a piece of off- road equipment.

GROSS VEHICLE WEIGHT RATING means the weight specified by the manufacturer as the loaded weight of a single vehicle.

HEAVY-DUTY VEHICLE means any on-road motor vehicle with a manufacturer's gross vehicle weight rating greater than 14,000 pounds.

IDLING means the engine is running while the vehicle is stationary or the piece of off-road equipment is not performing work.

MEDIUM DUTY VEHICLE means any on-road motor vehicle with a manufacturer's gross vehicle weight rating of 6,001 - 14,000 pounds.

OFFICIAL TRAFFIC CONTROL DEVICE means any sign, signal, marking or device placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic, but does not include islands, curbs, traffic barriers, speed humps, speed bumps, or other roadway design features.

OFFICIAL TRAFFIC CONTROL SIGNAL means any device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction.

OFF-ROAD EQUIPMENT means all non-road equipment with a horsepower rating of 50 or greater.

PRIVATE PARKING LOT WITH PUBLIC ACCESS means a private parking lot accessed from a public or private street which allows public or guest parking.

VEHICLE means any on-road, self-propelled vehicle that is required to be registered and have a license plate by the Department of Motor Vehicles.

8.06-030 **Applicability.** There is hereby established a policy to be known as the Limitation on Engine Idling that applies to the operation of all vehicles operating on public property and Private Parking Lots with Public Access regardless of gross vehicle weight rating, all heavy-duty vehicles regardless of fuel being used, all off-road diesel-powered equipment regardless of horsepower rating, and all off-road equipment regardless of fuel being used, except as provided in Section 4.

08.06.040 **Prohibited Conduct.** A driver of a vehicle on public property:

- A. must turn off the engine upon stopping at a destination; and
- B. must not cause or allow an engine to idle at any location for more than 3 consecutive minutes or for a period or periods aggregating more than 3 minutes in any one-hour period.

8.06-050 **Exemptions.** This chapter does not apply to a vehicle or piece of equipment during which:

- A. Idling is necessary while stopped:
 - (1) for an official traffic control device;
 - (2) for an official traffic control signal;

(3) for traffic conditions over which the driver has no control, including, but not limited to: stopped in a line of traffic, stopped at a railroad crossing, or stopped at a construction zone; or

(4) at the direction of a peace officer;

B. Idling is necessary to ascertain that the vehicle and/or the off-road equipment is in safe operating condition and equipped as required by all provisions of law, and all equipment is in good working order, either as part of the daily vehicle inspection, or as otherwise needed;

C. Idling is necessary for testing, servicing, repairing, or diagnostic purposes;

D. Idling is necessary to accomplish work for which the vehicle/equipment was designed, other than transporting goods, for example: operating a lift, crane, pump, drill, hoist, ready mixed concrete mixer vehicle, or other auxiliary equipment other than a heater or air conditioner;

E. Idling is necessary to operate a lift or other piece of equipment designed to ensure safe loading and unloading of goods and people;

F. Idling is necessary to operate defrosters, heaters, air conditioners, or other equipment to prevent a safety or health emergency, but not solely for the comfort of the driver or passengers;

G. Idling is necessary solely to recharge a battery or other energy storage unit of a hybrid electric vehicle / equipment; or

H. Idling is necessary to operate equipment that runs intermittently.

I. Public safety and emergency vehicles are hereby exempt.

8.06.060 **Violations - Penalty.** A person violating any provision of this chapter shall be guilty of an infraction, punishable by a fixed penalty of one hundred dollars (\$100.00). No motor vehicle points or automobile insurance eligibility points shall be assessed for any such offense.

Section 2. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. Repealer Clause. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this _____ day of _____, 2020.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Idling Reduction for Personal Vehicles

Idling your vehicle—running your engine when you’re not driving it—truly gets you nowhere. Idling reduces your vehicle’s fuel economy, costs you money, and creates pollution. Idling for more than 10 seconds uses more fuel and produces more emissions that contribute to smog and climate change than stopping and restarting your engine does.

Researchers estimate that idling from heavy-duty and light-duty vehicles combined wastes about 6 billion gallons of fuel annually. About half of that is attributable to personal vehicles, which generate around 30 million tons of CO₂ every year just by idling. While the impact of idling may be small on a per-car basis, the impact of the 250 million personal vehicles in the U.S. adds up. For saving fuel and reducing emissions, eliminating the unnecessary idling of personal vehicles would be the same as taking 5 million vehicles off the roads.

Modern Cars Don’t Need To Idle

Advances in vehicle technology have made it easier than ever to avoid idling. Current vehicle owner’s manuals, which contain information on how to get the best and most economical performance, often recommend avoiding idling.

In today’s vehicles, driving the vehicle helps the engine reach its ideal operating temperature faster than idling it. The catalytic converter, which reduces emissions, operates much sooner if the car is driven. Even on the coldest days, most manufacturers recommend avoiding idling and driving off gently after running the vehicle for about 30 seconds. Not only will the engine warm up faster by being “at work,” but the car’s interior will warm up more quickly as well. Similarly, today’s gasoline and diesel vehicles do not suffer damage by being turned on and off. Starters and batteries are much more durable now than they were in the past.

Consider Your Circumstances

Drive-through lines are a common place for vehicles to idle. If a line at a drive-through restaurant, pharmacy, or bank is long, consider turning off your car while you wait or parking and



Personal-vehicle idling wastes about 3 billion gallons of fuel—generating around 30 million tons of CO₂ annually in the U.S.
Photo from Shutterstock (12004621).

going inside. Likewise, when waiting for passengers, consider the weather. If the temperature is moderate, turning off your engine makes sense. It’s especially important for caregivers waiting to pick up schoolchildren to minimize idling, because vehicle emissions are more concentrated near the ground, where children breathe. Poor air quality can contribute to asthma and other ailments, and children’s lungs are more susceptible to damage than adults’ lungs are.

There are a few circumstances where idling is hard to avoid. When waiting in traffic, you must keep your car running for safety reasons. In winter, you may need to idle to defrost your windows. When bringing your car for vehicle emissions testing, your inspection station may require that you idle to keep your engine at operating temperature.



Drive-through windows are an opportunity to reduce idling. Idling for more than 10 seconds uses more fuel and creates more CO₂ than turning off and restarting your engine.
Photo from Shutterstock (38753656).

Idling May Even Be Illegal

If money wasted and pollution don't provide enough reasons to avoid idling, some jurisdictions have laws against it. You could be subject to a fine if you idle unnecessarily in:

- New York City
- Massachusetts
- Maryland
- New Hampshire
- New Jersey
- Vermont
- Hawaii
- Parts of California, Colorado, New York, Ohio, Utah, and other states

Check Clean Cities' IdleBase for a list (cleancities.energy.gov/idlebase) of local and state regulations to see whether your area has laws that restrict idling.

Solutions To Minimize Idling

For everyday drivers, the best way to reduce idling is to simply turn the key when stopped for 10 seconds or more, except in traffic. Driving a hybrid-electric vehicle makes idle reduction even easier. Hybrids shut off the engine when they are not moving and even enable slow movement

with the engine off. "Mild hybrid" or stop-start technology, which is increasingly available in a number of vehicles, also eliminates idling when the car is stopped.

Idling is not a problem restricted to personal vehicles. Reducing idling in a number of community vehicles, such as school buses, taxis, police cruisers, and ambulances, can bring even bigger benefits. While emergency vehicles are usually exempt from idling regulations, these vehicles can be equipped with devices that provide power and comfort in engine-off mode. For example, police cars can use automatic start-stop devices and school buses can be equipped with block heaters to warm the engines in the morning.



Reducing idling at schools is especially helpful for protecting the health of children. *Photo from Shutterstock (157939259).*

Schools Offer Unique Opportunities

As communities are often concerned about the effects of poor air quality on children, many anti-idling campaigns have targeted diesel-powered school buses. To protect public health, school districts nationwide have enacted policies and trained drivers on idle-reduction techniques. There are several sources of information on designing a campaign that works for your school, many of which teachers can use as environmental education teaching tools. The U.S. Environmental Protection Agency's Clean School Bus USA (epa.gov/cleandiesel/sector-programs/csb-overview.htm) program can help parents and school districts reduce idling. In addition to improving air quality, minimizing idling can save school districts money by reducing the vehicles' fuel cost and engine wear.

Everyone Can Contribute

Contact your local Clean Cities coalition (cleancities.energy.gov). These coalitions work to reduce petroleum use in transportation with the support of the U.S. Department of Energy.

- Talk to the principal of your child's school to ask that anti-idling signs be posted where school buses and parents' vehicles wait.
- Work with your school board on a district-wide anti-idling campaign.
- Talk to managers of local drive-through businesses about idling's air-quality impacts and suggest that signs be posted to remind patrons not to idle.

There are a number of ways drivers can reduce their own idling and encourage others to do the same.

you hold the
key
to being

Idle free

Clean Cities supports idling reduction through its online toolkit, IdleBox (cleancities.energy.gov/idlebox).

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020

DEPARTMENT: Admin/PW

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2020-____ setting the water and wastewater connection fees to be implemented on October 1, 2020 for FY2021.

AUTHORITY

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey's ordinance requires us to review and set new water and wastewater rates each year. The rates must be based on a professional engineer's matrix that calculates number of users, depreciation of the system, and budget needs.

Water and Wastewater Connection fees are collected to pay for replacement of our depreciating water and wastewater systems. The fee increases are very slight this year. Water Connection fees will increase from \$4586.41 to \$4622.08, which is a 0.8% increase. Wastewater Connection fees will increase from \$2993.51 to \$3014.81, which is a 0.7% increase. The fee increases will begin with the start of the fiscal year on October 1, 2020. The fees are charged to customers at the time building permits are issued, and allow builders to connect a previously vacant lot to the Hailey Water and Wastewater system.

The attached Resolution amends Section 5 of Hailey's Water and Wastewater rates resolution.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-____ setting the water and wastewater connection fees to be implemented on October 1, 2020 for FY2021.

FOLLOW-UP REMARKS:*

HAILEY RESOLUTION NO. 2020-____

**A RESOLUTION OF THE HAILEY CITY COUNCIL
APPROVING WATER AND WASTEWATER RATES AND FEES
FOR FISCAL YEAR 2021
PURSUANT TO CHAPTERS 13.04 AND 13.08, HAILEY MUNICIPAL CODE**

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, 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 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 2019-074a Section #5 is hereby repealed and replaced with the following new Section #5 as adopted herein, and the fees established in the remaining Sections of Resolution 2019-074a shall continue to be effective:

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 \$4622.08 per equivalent connection. An equivalent connection is served by a ¾” water meter. Water connection fees for properties installing larger meters are set at a ratio to the single equivalent connection fee as described in Chapter 13.04.140.

Wastewater Division: Wastewater connection fees shall be \$3,014.81 per equivalent connection. An equivalent connection is served by a ¾” potable water meter. Wastewater connection fees for properties installing larger potable water meters are set at a ratio to the single equivalent connection fee as described in Chapter 13.04.140.

Effective Date. The fees adopted by this Resolution shall be effective on October 1st, 2020.

Passed this 28th day of September, 2020

Martha Burke, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020

DEPARTMENT: Admin/PW

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Introduction of Amendments to Hailey Municipal Code Chapter 13, Water and Wastewater, to reduce financial hardships on rate payers and adjust processes and/or programs to provide financial relief to rate-payers in need.

AUTHORITY: Hailey Municipal Code Chapter 13, Water and Wastewater

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Mayor and City Council asked city staff to evaluate methods to alleviate financial hardships being experienced by the community due to Covid-19. Our first look is to the area of water and wastewater rules and regulations, to evaluate and propose amendments that will alleviate financial hardship in several types of customer groups.

In this document we are proposing several amendments which are being introduced at this time for council discussion. The discussion will lead to a proposed ordinance to amend Hailey Municipal Code Title 13, which will be subject to a full public hearing process in October. Attached are the current pertinent sections from Hailey Municipal Code Title 13 governing the establishment and administration of water and wastewater fees, for your reference. The amendments we propose are listed below.

1. Reduce the average gallons per month calculation from 6000 to 4000 for new residential wastewater accounts. Section **13.04.130. B. 2** requires that a new wastewater user, whose winter water use at the user's premise has not been established by prior history at another Hailey address, shall pay a set monthly charge based on water usage of six thousand (6,000) gallons per month, until the metered wastewater fee can be established pursuant to adequate history proving out the actual average use. We have assessed the accounts and find that this creates a hardship for small families or single occupants who will actually use only from 1,000 to 4,000 gallons per month. We have identified that careful water use, without leaks, generally results in 1,000 gallons per month used by each occupant of the premise. Tenants are often the new occupants who are subject to this rule, and besides all the costs of a new tenant's lease, they also then have higher sewer bills than may be necessary.

2. Reduce the waiting time to 2 months for an adjustment to sewer rates based on winter water use. Section **13.04.130.B.3** requires that wastewater user/bond fees be assessed based upon the average amount of water used by a property or a dwelling unit between November 1 and March 31 of the following year. On an annual basis, the monthly wastewater user/bond fee shall be adjusted based upon such average use of water used by each property or dwelling unit, between November 1 and March 31 of the following year. When a new occupant moves into a property in February, their average winter water use is estimated until April of the following year, when they actually have a full winter of use. This amendment will reduce the average to a two-month average, which, in the example of the February occupant, would comprise the February and March usage, and set the wastewater use in April of the same year, rather than the following year.

3. Reduced water and wastewater fees for people on fixed income. This is already in place, as described in Section **13.04.130.C.1**. The current fee Resolution in place reduces Water and Wastewater Base Fees for this group of customers from \$24.58 to \$17.35 per month, which is a reduction of \$7.23 per month, or 30% of the base rate. A proposed change would be to increase this to 40% or even 50% of the base rate, giving a more substantial reduction to the approximately 50 customers who qualify for this program by virtue of qualifying for the Blaine County Property Tax Reduction program, for whom every dollar counts.

4. Elimination of security deposits collected when a customer's account is shut off due to delinquent payment. Section **13.04.150.D** requires the City to collect a substantial fee when a customer's water is turned off due to non-payment. Before water service is recommenced, the customer must pay the water discontinuance fee and recommencement fee as established by resolution at \$75, plus delinquent water and/or wastewater fees due, and a deposit in a sum equal to three (3) months' average winter water and wastewater user fees, which is \$150. We recommend eliminating the ordinance provision requiring collection of this deposit, which will save customers who are truly experiencing hardship having to find an extra \$150 to get their water turned back on. We have found that having the deposit on file does nothing to protect the city nor help the customer remain current on their bills. Our processes for closing out an account requires that title companies remit all past-due balances collected from sellers.

5. Application of the nearly \$20,000 in shut-off deposits currently held by the City to the customer accounts who paid the deposit. Section **13.04.150.D** requires that the \$150 deposits we have been discussing shall be kept in a separate fund of the city and shall be refunded to the user forty five (45) days following termination of water and wastewater services and upon written request by customer for deposit refund. If any sums are due or to become due to the city for any services or if any delinquencies exist, then the deposit shall be used in payment of the user's account and any balance thereof shall be paid to the user within the normal accounts payable process. We recommend that, after eliminating the ordinance language which requires these shut-off deposits, we return the deposits we have on file to the customers by applying the deposit to the customers water/wastewater accounts.

6. Retain Tenant Deposits where they have been collected to date, but eliminate future collection of tenant deposits. Section **13.04.150.G** requires that property owners or their authorized agents may, by written request, authorize the city clerk to charge water or wastewater user fees against an occupant, tenant or contract purchaser of specific property and shall require a deposit equal to three (3) months' average winter water and wastewater and user fees a similar deposit to be paid by tenants. This \$150 deposit can be waived by the landlord. This current ordinance language inserts the City as a broker between landlord and tenant, and most landlords already collect a deposit from their tenants for their protection. It is not necessary that the City further protect the landlord. Although we would retain the approximately \$23,000 in deposits for those who have entered into their current leases with an understanding of this protection, we recommend eliminating this practice after this ordinance amendment is completed.

7. Add Ordinance Section governing Level Pay. Our Water and Wastewater Billing Software contains an level-pay module, wherein a customer can choose to pay an equal amount each month based on their average usage. Hailey's ordinance does not have a provision allowing

this program, and we recommend adding the program dimensions to Section 13.04.130 as an option, with adequate protections written in such as a) customer must have good credit history with City for a period of 2 years; b) an average of at least 2 years use must be established prior to a customer being eligible for level pay; and c) a deposit may be required.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Council to Discuss this introduction of Amendments to Hailey Municipal Code Chapter 13, Water and Wastewater, to reduce financial hardships on rate payers and adjust processes and/or programs to provide financial relief to rate-payers in need

FOLLOW-UP REMARKS:*

13.04.120: BASIS FOR USER FEES:

There is established a system of periodic rates and fees for the use of and services provided to maintain the municipal water and wastewater systems. The rates and fees provided by this chapter are levied and assessed against each building or property connected with the municipal water and wastewater systems, and all owners shall pay the user fees established under the provisions of this chapter. (Ord. 1094, 2011)

13.04.130: WATER AND WASTEWATER USER FEES:

A. Water User Fees: The owner or owner's agent of all property connected to the municipal water system under the terms of this chapter shall be assessed and shall pay monthly user fees beginning at the time of connection, as follows:

1. Base Water Fee: The base water fee is intended to cover the fixed costs of the operation, maintenance and expansion of the municipal water system generally attributable to indoor potable water usage, which shall be twenty five percent (25%) of the water department budget. Except as otherwise provided in subsection E of this section, the monthly base fee shall be assessed to each property served by a service connection. The monthly base fee shall be calculated by dividing twenty five percent (25%) of the water department budget by the "number of water users" and by twelve (12), and as adopted by city council resolution. The "number of water users" is equivalent to the number of service connections in the city, less the number of service connections to multiple-family dwellings, plus the number of dwelling units in multiple-family dwellings on a property.

2. Metered Water Fee: The metered water fee is intended to cover the variable costs of the operation, maintenance and expansion of the municipal water system, generally attributable to outdoor irrigation water usage, which shall be seventy five percent (75%) of the water department budget. Except as otherwise provided in subsection E of this section, the monthly metered water fee shall be assessed to each property served by a service connection. Except as otherwise provided in subsection E of this section, the monthly metered water fee shall be calculated based upon the usage of water measured by each service connection, and as adopted by city council resolution. The metered water fees shall be based on a sliding scale which assesses a proportionally greater cost per one thousand (1,000) gallons of water as more water is used by a property.

3. Bond Payment Fee: The monthly bond payment is intended to cover the cost of bond and note retirement costs which are the legal indebtedness the city is obligated to retire on a set schedule. The monthly water bond payment is determined by taking the bond and note retirement costs and dividing by the "number of water users" utilizing the system during the twelve (12) month period. The "number of water users" is equivalent to the number of service connections in the city, less the number of service connections to multiple-family dwellings, plus the number of dwelling units in multiple-family dwellings on a property. Except as otherwise provided in subsection E of this section, the monthly bond payment fee shall be assessed to each property. Bond payment fees will continue even if water services are discontinued at any point.

4. Irrigation Fee: The monthly metered irrigation fee shall be assessed to each property with a separate irrigation account based upon the amount of water used during one billing period.

5. Fill Spout Fee: A fill spout permit shall be obtained for any water used at a fill spout owned or operated by the city. The fee for use shall be adopted by city council resolution.

B. Wastewater User Fees: Except as otherwise provided in subsection B4 of this section, the owner or owner's agent of all property connected to the municipal wastewater system under the terms of this chapter shall be assessed and shall pay monthly user fees beginning at the time of connection, as follows:

1. Metered Wastewater Fee: The metered wastewater fee is intended to cover all costs of the operation and maintenance costs of the municipal wastewater system. Except as otherwise provided in subsection E of this section, the monthly metered wastewater charge shall be assessed to each property served by a service connection. The monthly metered wastewater fee shall be based upon the average amount of water used by a property or a dwelling unit in a multiple-family dwelling on a property, as the case may be, between November 1 and March 31 of the following year, and as adopted by city council resolution. On an annual basis, the monthly metered wastewater fee shall be adjusted based upon such average use of water used by each property or a multiple-family dwelling, as the case may be, between November 1 and March 31 of the following year, except as provided under subsection D of this section.

2. New Account Or Seasonal User Fee: Effective January 1, 2015, except as otherwise provided herein: a) a new wastewater user, whose winter water use at the user's property has not been established under

subsection B1 of this section, shall pay a set monthly charge based on water usage of six thousand (6,000) gallons per month, until the metered wastewater fee can be established pursuant to subsection B1 of this section; b) a seasonal wastewater user, who does not have any winter water use but has a history of prior water use, shall pay a monthly charge based on an average monthly water usage on the property during the prior season of use, including irrigation use, if any, and nonirrigation use; and c) a seasonal wastewater user, who does not have any winter water use and does not have a history of prior water use, shall pay a monthly charge based on total water usage during the initial two (2) months of use.

a. Upon request by the wastewater user, the metered wastewater fee for those properties identified as having a separate metered irrigation system shall be based on the average water use measured by a meter for nonirrigation water during two (2) full months of water use until the metered wastewater fee can be established pursuant to subsection B1 of this section. In the event average water usage measured by a meter for nonirrigation water is more than six thousand (6,000) gallons per month, the wastewater user shall pay the difference for the two (2) month period. In the event average water usage measured by a meter for nonirrigation water is less than six thousand (6,000) gallons per month, the wastewater user shall be entitled to a credit for the difference for the two (2) month period.

b. Upon request by the wastewater user, the metered wastewater fee for those properties where a wastewater user has moved from one property to another property within the city limits shall be based on the water usage established in the prior property until the metered wastewater fee can be established in the subsequent property pursuant to subsection B1 of this section, provided the wastewater user has certified that the number of occupants has not increased and that the quantity of water in appliances will not increase.

c. Upon request by the wastewater user, the metered wastewater fee for seasonal wastewater users with separate meters for irrigation and nonirrigation water shall be based on the average water use measured by a meter for nonirrigation water during the first two (2) full months of water use in the first year of separate metering. For every year thereafter, the metered wastewater fee for seasonal wastewater users shall be based on the average water use for nonirrigation water during the previous season.

3. **Bond Payment Fee:** The monthly bond payment is intended to cover the cost of bond and note retirement costs which are the legal indebtedness the city is obligated to retire on a set schedule. Except as otherwise provided in subsection E of this section, the monthly wastewater bond payment fee shall be assessed to each property served by a service connection. The monthly bond payment fee shall be based upon the average amount of water used by a property or a dwelling unit in a multiple-family dwelling on a property, as the case may be, between November 1 and March 31 of the following year and as adopted by city council resolution. On an annual basis, the monthly wastewater bond payment fee shall be adjusted based upon such average use of water used by each property or a multiple-family dwelling, as the case may be, between November 1 and March 31 of the following year, except as provided under subsection D of this section. Bond payment fees as adopted by city council resolution will continue even if sewer services are discontinued at any point.

4. **Exception For New Construction:** Wastewater user fees shall not be assessed until the issuance of a certificate of occupancy for new construction.

C. **Reduction In Water User Base Fees And Wastewater Metered And Bond Fees:** A reduced monthly water user base fee described in subsection A1 of this section and wastewater metered and bond fees described in subsections B1 and B3 of this section may be assessed upon proper application to the city clerk for the following:

1. Residences occupied by persons qualifying under the Blaine County assessor's office for circuit breaker reduction in property tax rates shall have a reduced fee as adopted by city council resolution.

D. **Reduction In Metered Water And Wastewater Fees:**

1. **Leak In Private Water Service Line Or Within Building:**

a. **Notice Of Leak:** In the event a leak is discovered in a private water service line or in a private water service line in a building and the city is notified of the leak or the city notifies the water user of the leak, the metered water fee and the metered wastewater fee shall be eligible for a credit for a period beginning thirty (30) days before the city is notified or the city sends notification, until sixty (60) days following notification (the "credit period"), provided the leak is repaired during the sixty (60) day period following notification, except as otherwise provided herein. If the leak is not repaired during the sixty (60) day period following notification, the water user shall not be entitled to any reduction in the metered water fee and the metered wastewater fee, and the water

and wastewater metered fee shall be calculated as set forth in subsections A2 and B2 of this section, except as otherwise provided herein. If the leak is repaired during the first thirty (30) days following notification, the metered water fee and the metered wastewater fee during the credit period shall be calculated based on the water user's water usage during the same period of the previous year, or the actual metered quantity, whichever is less. If the leak is repaired between thirty (30) days and sixty (60) days following notification, the metered water fee and metered wastewater fee during the credit period shall be based on the following:

[(the actual metered usage) - (the water user's water usage during the same period of the previous year)] x 50%, or the actual metered quantity, whichever is less.

b. Notice Of Repair: No credit will be issued for notification of leak repairs or requests for fee adjustments that are submitted to the city after ninety (90) days from the date that the leak was repaired. The water user has the burden to notify the city when the leak is repaired.

c. Exceptions:

(1) If a leak is discovered in a private water service line between December 1 and April 15 of the following year, the thirty (30) and sixty (60) day periods described above to repair a leak shall begin on April 15 and the credit period, as defined above, shall be modified so that the credit period begins thirty (30) days before the city is notified or the city sends notification, until June 14.

(2) If a leak is discovered in a private water service line and if the water user is unable to repair the leak because a private contractor did not perform the repair within sixty (60) days following notification, the credit period shall be extended for an additional maximum period of thirty (30) days, provided the private contractor was contacted by the water user and the private contractor agreed to perform the repair services within ten (10) days of the notification.

(3) If a leak is discovered in a private water service line between November 1 and March 31, the wastewater fee will be adjusted to reflect the metered water fee adjustment. The adjusted water fee shall be calculated as set forth in subsections B1 and B3 of this section. The water user shall receive a wastewater fee credit for the months following March 31 that the unadjusted wastewater rate was charged.

d. Limitations: A maximum of two (2) water or wastewater fee credits shall be issued within a twelve (12) month period.

2. Provision Of Water To Neighboring Water User: In the event water service is disrupted to a water user based on a frozen private water service line between December 1 and April 15 of the following year, and a water user provides water from the municipal water system to the water user whose water service was disrupted following notification to the city, the metered water fee and metered wastewater fee to be charged to the water user who provides water for the period of time between the date of notification and the date water is no longer provided to the water user whose water service was disrupted (which shall not extend beyond April 15) shall be based on the water usage by the water user whose water service was disrupted during same period of the previous year, or a water usage of six thousand (6,000) gallons per month, whichever is less. In such a case, the metered water fee and the metered wastewater fee to be charged to the water user whose water service was disrupted shall be based on the water user's water usage during the same period of the previous year or on a water usage of six thousand (6,000) gallons per month, whichever is less.

3. Freeze Protection: Subject to the requirements set forth herein, in the event water is required to continually or intermittently run to prevent frozen pipes in a private water service line between November 1 and March 31 of the following year and if the city is notified in advance of the continual or intermittent use of water, the metered wastewater fee for the period of time between the date of notification and date water was not continually or intermittently run shall be based on the water user's water usage as metered or six thousand (6,000) gallons per month, whichever is less. A request for water service freeze protection form must be submitted to the city as notification each year. A prior year's approval does not constitute as an approval or adequate notification for any subsequent year. The owner shall not run the freeze protection water into the wastewater system and shall provide proof satisfactory to the city that water is not run into the wastewater system. If the owner does not provide notification of the need to run water for freeze protection and proof that the water, which is continually or intermittently run, is not discharged into the wastewater system, then there shall be no adjustment of the metered wastewater fee. The provisions allowing for a reduction of wastewater fees for freeze protection do not relieve an owner from paying for the water used for freeze protection.

E. Calculating Multiple-Family Dwelling Water And Wastewater User Fees: Each multiple-family dwelling unit shall be assessed water and wastewater fees in the following manner:

1. Water User Fees: To calculate the metered water fee for multiple-family dwellings, the total number of gallons used each month by a multiple-family dwelling that does not meter each dwelling unit individually shall be divided by the number of dwelling units within a multiple-family dwelling to determine an average usage per dwelling unit. The metered user fee shall then be calculated based on the average usage per dwelling unit. The sum of the metered user fee for all the dwelling units within all of the multiple-family dwellings on a property shall be assessed to the property owner or owner's agent. The monthly user base and bond fee shall be charged for each dwelling unit within all of the multiple-family dwellings on a property and assessed to the property owner or owner's agent.

2. Wastewater User Fees: To calculate the wastewater fee for multiple-family dwellings, the total number of gallons used each month, as determined by subsection B of this section, for a multiple-family dwelling that does not meter each dwelling unit individually shall be divided by the number of dwelling units within a multiple-family dwelling to determine an average usage per dwelling unit. The metered user and bond fees shall then be calculated based on the average usage per dwelling unit. The sum of the metered user and bond fees for all the dwelling units within all of the multiple-family dwellings on a property shall be assessed to the property owner or owner's agent.

F. Calculating Community Irrigation System Water User Fees: If a property is supplied irrigation water through a community irrigation system in lieu of supplying the same water through an individually metered connection that is billed consistent with the provisions of this chapter, then the community irrigation system water user fee should be assessed in the following manner:

1. To calculate the metered water fee for community irrigation systems, the total number of gallons used each month shall be divided by the number of properties served to determine an average usage per property. The metered user fee shall then be calculated based on the average usage per property. The sum of the metered user fees for all of the properties within the community irrigation system shall be assessed to the community system in a single lump sum amount. The monthly user base and bond fee shall not be charged because those fees are already accounted for in the individually metered connections.

G. Calculating City Park Water Fees: City park water fees shall be assessed in the following manner:

1. Water Fees: To calculate the metered water fee for a City park, the total number of gallons used each month by a City park shall be divided by the maximum number of potential dwelling units (if hypothetically developed for residential use), based on adjacent zoning district minimum lot size, less a forty percent (40%) infrastructure area deduction, to determine an average usage per potential dwelling unit, to be referred to as a "park unit". The metered user fee shall then be calculated based on the average usage per park unit. A park unit calculation shall be determined, at the sole discretion of the Hailey Public Works Director. The sum of the metered user fee for all park units within each park shall be assessed to the property owner. The monthly user base and bond fee shall be charged for each park unit within a park property and assessed to the property owner. (Ord. 1246, 2019; Ord. 1237, 2018; Ord. 1189, 2015; Ord. 1188, 2015; Ord. 1162, 2014; Ord. 1153, 2014; Ord. 1145, 2014; Ord. 1139, 2013; Ord. 1094 §§ 1, 2, 2011; Ord. 1091 §§ 1 - 3, 2011; Ord. 1085 §§ 1 - 3, 2011; Ord. 1078 § 1, 2010; Ord. 1073 §§ 1, 2, 2010)

13.04.140: WATER AND WASTEWATER CONNECTION FEES:

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Connection fees shall be paid to the City on or before the issuance of a building permit, except as provided in subsection 15.08.020E of this Code. The basis for the connection fee for those persons or entities connecting to the Municipal water and wastewater systems is to charge the value of the system capacity that the new user will utilize at that point in time. The value of the system is determined each year by updating the original construction cost of each major capital improvement to the system to determine the cost to replace that improvement in that particular year. This is accomplished by determining the annual average engineering news record construction costs index ("ENR (CCI)") in the year that the improvements were made and the year that the connection fee is being determined. The ENR (CCI) for the year calculated is divided by the ENR (CCI) for the year in which the improvements were made. The value is then multiplied by the original cost for the improvements. The value obtained is the estimated cost to replace the improvements at the time the connection fee is calculated ("gross system value"). The gross system value to replace the system must be adjusted by subtracting the remaining bond principal to be retired and the unfunded depreciation to obtain the "net system value". The remaining bond principal to be paid for bond retirement is determined from the bond retirement schedule each year. The remaining bond interest is not subtracted from gross system value.

B. The following is the equation for determining the net system value of the water and wastewater systems:

Net system value = gross system value - remaining bond principal - unfunded depreciation.

C. All three-fourths inch ($\frac{3}{4}$ ") water services shall be treated as one City standard base connection. The base connection fee, as determined for a standard three-fourths inch ($\frac{3}{4}$ ") residential connection, is then determined by dividing the net system value by the design capacity of the system component expressed in City standard three-fourths inch ($\frac{3}{4}$ ") residential connections. All other size connections shall pay a connection fee based upon the size of the water service using the multiplication factors set forth in subsection D of this section. The size of the water service shall be used as the determination of the wastewater connection fee using the multiplication factors set forth in subsection D of this section.

D. For a water service larger than three-fourths inch ($\frac{3}{4}$ "), the connection fees for both water and wastewater services shall be based upon the size of the water service and shall be based upon the following schedule:

Water Service Size	Multiplication Factor
1 inch	1.7
1 $\frac{1}{2}$ inch	3.3
2 inches	5.3
3 inches	15
4 inches	25
6 inches	50

E. The design capacity of the system component is determined by the City Engineer based upon City policy and sound engineering practices.

F. If a property is supplied irrigation water through a community irrigation system in lieu of supplying the same water through an individually metered connection that is billed consistent with the provisions of this chapter, then the irrigation connection fee shall be reduced so that the property is not charged twice for the value of the system capacity anticipated to be used.

As an example, the connection fee for a metered four inch (4") irrigation connection is set at twenty five (25) times the price of a standard base connection. If that irrigation connection is serving twenty five (25) properties already served by individual meters, then the value for the capacity of the water system has already been charged and the four inch (4") metered irrigation connection shall only be charged the cost of the meter assembly itself. (Ord. 1237, 2018; Ord. 1188, 2015; Ord. 1094, 2011)

13.04.150: ADMINISTRATION OF MUNICIPAL WATER AND WASTEWATER SYSTEMS:

A. Water And Wastewater Department Budget: The water and wastewater department of the city shall, during the month of June of each year, propose an estimated budget showing the anticipated costs of replacement, repair, maintenance and operation of the municipal water and wastewater systems for the next fiscal year. The previously established water and wastewater connection fund shall continue to be used for the purposes established by the water and wastewater department and approved by the mayor and city council.

B. Annual Calculation Of Fees: The city council shall calculate on an annual basis, or more frequently if deemed necessary by the city council, the monthly water and wastewater user base, bond payment, metered water and irrigation fees, metered wastewater fees, connection fees, and other fees authorized by this chapter to be charged by the city pursuant to the provisions set forth herein. The fees shall be established by a resolution of the city council, duly made, passed and entered into the minutes of the meeting of the city council, and shall become effective upon the date as established within the resolution.

C. Water And Wastewater User Fees; Delinquency And Notice: All water and wastewater user fees shall be due and payable to the city clerk on or before the bill closing date of each month's bill and, upon failure to pay within the time as prescribed, each user shall pay, in addition to the amount due, the sum of two dollars (\$2.00) and interest at the rate of twelve percent (12%) per annum.

D. Discontinuance Of Water/Wastewater Service For Default: All bills for water and wastewater user fees not paid within ten (10) days after the due date shall authorize the city, in addition to its rights and remedies set forth herein, to discontinue the water service to any such defaulting customer after fifteen (15) days' written notice sent by U.S. mail to the customer. If a customer fails to pay all delinquent fees within the fifteen (15) day period, the city shall be authorized to disconnect the water service for the customer without further notice and shall assess discontinuance fee as established by resolution against the defaulting customer.

Recommencement of water service shall be made following the payment of the discontinuance fee, a recommencement fee as established by resolution, delinquent water and/or wastewater fees due, and a deposit in a sum equal to three (3) months' average winter water and wastewater user fees (user base fee and metered water fee) and bond payment fees. All such deposits shall be kept in a separate fund of the city and shall be refunded to the user forty five (45) days following termination of water and wastewater services and upon written request by customer for deposit refund. If any sums are due or to become due to the city for any services or if any delinquencies exist, then the deposit shall be used in payment of the user's account and any balance thereof shall be paid to the user within the normal accounts payable process. In the event a water and wastewater user shall have maintained current payment of water and wastewater service fees for a period of one year without delinquency, then upon written request of the user to the city, the deposit shall be refunded to the user.

E. Commencement Of Services By Owner: The owner or owner's agent shall request the start of water and wastewater service in writing. This written request shall begin all water and wastewater user fees.

F. Discontinuance Of Services By Owner: Should an owner, or his agent, request a water service to be discontinued, the request shall be made in writing and the city shall discontinue service by closing and locking off the water meter vault. The owner, or his agent, shall pay to the city a service fee as established by city council resolution. The owner or his agent must request, in writing, the city to place the line back in service before the water meter vault valve is reopened. There shall be a service fee as established by city council resolution for reopening the service. During any period of discontinuance, the payment of both the water and wastewater monthly bond payment fees shall continue, while the payment of the water and wastewater user base fees shall not be charged.

G. Landlord/Tenant Agreements: All monthly water or wastewater user fees will be charged against the property where the private water or wastewater service line is installed, except that owners or their authorized agents may, by written request, authorize the city clerk to charge water or wastewater user fees against an occupant, tenant or contract purchaser of specific property and shall require a deposit equal to three (3) months' average winter water and wastewater and user fees (user base fee and metered water fee) and bond payment fees for specific property. If the owner or owner's authorized agent chooses to waive the deposit, then this designation must be in writing. If a deposit is made, this deposit will be refundable to the depositor, or his agent, at the termination of occupancy with satisfactory identification and upon written request. Any outstanding charges (applicable discontinuance or recommencement fee and delinquent water and/or wastewater fees due up to the date of termination) owed by the tenant will be deducted from the deposit and the balance refunded to the depositor. The deposit shall be refunded within the normal accounts payable process.

H. Water And Wastewater System Funds: All fees received and collected under authority of this chapter shall be deposited and credited to special funds to be designated as the water system fund and the wastewater system fund. The accounts of the funds shall show all receipts and expenditures for the maintenance, operation, upkeep and repair of the municipal water and wastewater systems and any payments into a sinking fund established for the purpose of paying principal of and interest on the water and wastewater bond or note indebtedness of the city, which shall, from time to time, be outstanding. As provided by law, when budgeted and appropriated, the funds and credits to the account of the water and wastewater system(s) shall be available for the payment of the requirements of maintenance, operation, repairs and upkeep of the municipal water and wastewater system, and to the extent legally available, for payment into a sinking fund established for the payment of the principal of and interest on the water and wastewater bond and note indebtedness of the city, which shall, from time to time, be outstanding.

I. Insufficient Funds Checks: An insufficient funds fee shall be assessed to all accounts that have returned payments. The fee for insufficient funds shall be assessed in an amount adopted by city council resolution and consistent with the cost of collection set forth in Idaho Code section 28-22-105, as amended.

J. Administrative Fee For Sale Or Lease Of Property: When there is a sale or conveyance of a property, or a lease of a property resulting in a landlord/tenant agreement, an administrative fee shall be assessed in an amount as adopted by city council resolution.

K. Fee Waiver: A fee waiver for twenty four (24) hour turn on/off for home inspections and plumbing repairs for sale or foreclosure shall be applied as adopted by city council resolution. (Ord. 1189, 2015; Ord. 1121, 2013; Ord. 1091 §§ 1 - 3, 2011)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Approval of the Mark Stasz Sculpture, Cubic Symphony, to be located at the northeastern corner of Pine Street Station (400 South Main Street), and Resolution 2020-_____authorizing the Mayor’s signature on a Public Art Agreement between the City of Hailey and Mark Stasz, Artist, for delivery, installation and terms pertaining to the sculpture.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Hailey Arts and Historic Preservation Commission (HAHPC) Board has selected to place a sculpture by a local artist, by Mark Stasz, on the northeastern corner of Pine Street Station (400 South Main Street). Mr. Stasz has designed and will deliver and install the piece when appropriate.

The piece selected, designed by Mark Stasz, from Hagerman, Idaho, is a piece that the HAHPC Board felt a strong connection to, in appearance and in size. The projected scale of the piece is 111” x 32” x 24”. The sculpture is made of steel and stainless steel. It is yet to be determined if a base will be needed or if the sculpture will be installed in concrete and/or planter bed.

The HAHPC Board agreed to pay the Mr. Stasz \$5,600, of which includes a deposit, delivery and installation of the piece. In conjunction with the Artist and the Community Development Department, the Hailey Public Works Department will provide feedback as to the location of the piece, and installation details (i.e., bolted to concrete, base for piece, or embedded within a planter bed). Final design of installation shall be reviewed and approved by the Public Works Department.

Documents Attached:

Resolution 2020-_____ Public Art License Agreement
Public Art Contract with Mark Stasz

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 ___ Planning ___ Fire Dept. ___ _____
___ Safety Committee ___ P & Z Commission ___ Police ___ _____
___ Streets ___ Public Works, Parks ___ Mayor ___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approval of the Mark Stasz Sculpture, Cubic Symphony, to be located at the northeastern corner of Pine Street Station (400 South Main Street), and Resolution 2020-_____authorizing the Mayor’s signature on a Public Art Agreement between the City of Hailey and Mark Stasz, Artist, for delivery, installation and terms pertaining to the sculpture.

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:
Copies (all info.):

*Additional/Exceptional Originals to: _____
Instrument # _____

**CITY OF HAILEY
RESOLUTION NO. 2020-__**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR'S SIGNATURE ON AN AGREEMENT BETWEEN THE
CITY OF HAILEY AND MARK STASZ, ARTIST, FOR A SCULPTURE, KNOWN AS
CUBIC SYMPHONY, TO BE LOCATED AT PINE STREET STATION, AT THE
SOUTHEASTERN CORNER OF MAIN STREET AND PINE STREET.**

WHEREAS, the City of Hailey desires to install a sculpture at the southeastern corner of Main Street and Pine Street,

WHEREAS, the City of Hailey desires to enter into an agreement with Mark Stasz, Artist, to provide the required services,

WHEREAS, the City of Hailey and Mark Stasz, Artist, agree to the terms and conditions of the agreement, a copy of which is attached hereto.

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

Passed this 28th day of September, 2020.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**Mark Stasz Sculpture
Public Art Contract**

THIS PUBLIC ART CONTRACT (“Agreement”) is made and entered into this ___ day of September 2020, by and between the CITY OF HAILEY, an Idaho municipal corporation (“Hailey”) and Mark Stasz an individual (“Artist”).

RECITALS

A. Hailey is a political subdivision of the state of Idaho. Martha Burke is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. Hailey desires design services from the Artist for a large sculpture, known as Cubic Symphony, that will be displayed withing the public right-of-way at the northeast corner of Pine Street Station (400 South Main Street).

C. The Artist desires to sell the sculpture to the Hailey Arts and Historic Preservation Commission.

D. The Hailey Mayor and City Council approve the recommendation from the Hailey Arts and Historic Preservation Commission to purchase the piece from the Artist.

E. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide a sculpture, fabricated out of stainless steal and steel, which is 111” x 32” x 24”, known as Cubic Symphony (as shown in Exhibit A).

AGREEMENT

NOW THEREFORE, Hailey and the Artist, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Scope of Services.
 - a. The Artist agrees to sell the sculpture, to be located at the northeast corner of Pine Street Station (400 South Main Street),
 - b. The Artist shall attend an organization meeting with the Hailey Arts and Historic Preservation Commission to discuss location of the piece.
 - c. Following the organization meeting and upon recommendation of the Hailey Arts and Historic Preservation Commission, the Community Development Department shall present the Hailey Mayor and City Council with a visual depiction of the proposed piece.
 - d. Once the Artist’s design is approved by the Hailey Mayor and City Council, the Artist will provide all of the necessary services and furnishing all supplies, material and equipment necessary to install the piece.
 - e. The Artist will work with the Community Development Department to determine the installation schedule for the piece. The Artist shall transport the piece to the site. In

conjunction with the Artist and the Community Development Department, the Hailey Public Works Department will provide feedback as to the location of the piece, and installation details (i.e., bolted to concrete, base for piece, or embedded within a planter bed). Final design of installation shall be reviewed and approved by the Public Works Department.

j. The Artwork must be durable, taking into consideration that the site is an unsecured public space that may be exposed to the elements such as weather, temperature variation, and considerable movement of people and equipment. While the Artwork is being installed onsite, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.

2. Consideration. In consideration for providing the services and any necessary materials for the design and subject to the following conditions, Hailey agrees to pay the Artist Five Thousand Six Hundred Dollars (\$5,600), of which includes a deposit, delivery and installation.

3. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copy right Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

b. Reproduction Rights. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

4. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey
115 Main Street So.
Hailey, Idaho 83333

Mark Stasz
2721 South 900 East
Hagerman, ID 83332

All notices of changes of addresses shall be sent in the same manner.

B. 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.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall be acting exclusively as an independent contractor and not as an employee of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Artist, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance with Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third-Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

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

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal or in bankruptcy.

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Art Design Contract to be executed on the day and year first written above.

CITY OF HAILEY

ARTIST

Martha Burke, Mayor

Mark Stasz, Artist

ATTEST:

Mary Cone, City Clerk

Exhibit A: Cubic Symphony by Mark Stasz



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020

DEPARTMENT: Community Development

DEPT HEAD: LH

SUBJECT: Review and discuss the recommendation made by the Hailey Arts and Historic Preservation Commission regarding a proposal by the City of Hailey to relocate of the Forest Service Warehouse Building from Lots 13, 14A and 20A, Block 20, Hailey Townsite (308 South River Street), to the City Street Shop, Lot 5, Block 4, Airport West Subdivision #1 (1811 Merlin Loop).

AUTHORITY: IAR _____ City Ordinance:

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: Over the last year, City of Hailey Staff and the Hailey Arts and Historic Preservation Commission (HAHPC) have actively pursued various options in assisting with the relocation of the US Forest Service Warehouse Building, currently located at 308 South River Street. Since the receipt of notice from the property owners to remove the building, Contract for Services have been entered into, advertisements have been published and internal discussions have been conducted. At this time, options have been narrowed to three (3) with a clear favorite by Staff and the HAHPC.

Errin Bliss of Bliss Architecture has nicely laid out each option (renderings attached), and are also described herein:

Option 1: Demolish the eastern section of the building and salvage/relocate the west portion of the building to Roberta McKercher Park.

Option 2: Demolish the entire building and only salvage/repurpose the most historically unique elements (i.e., windows, doors, flooring, etc.).

Option 3: Relocate the entire structure to Streets Department Equipment Yard at 1811 Merlin Loop. With this option, the building would return to its original purpose – the storing of goods and materials that require protection from the elements, or as Kelly Schwarz endearingly calls them, ‘Commodity Buildings’.

Based on preliminary estimates, the relocation, redesign, and probable site construction with minimal building improvements, costs are approximately \$280,000. This estimate has proven to be a barrier in successfully relocating the building. That said, the Public Works Department has offered to utilize monies from its budget for the relocation of the building (Option 3), and utilization of the building as a commodities storage building.

By allowing the Public Works Department to do so, the Warehouse Building would be relocated to the northwestern boundary of the site and displayed in such a way for the public to see those historical features we know and love (large white and green barn doors). It will also provide the Streets Department with covered storage, which is currently scarce.

City Staff and the Hailey Arts and Historic Preservation Commission (HAHPC) met on September 10, 2020 to discuss the proposal by Public Works. The Commission voted and unanimously approved Public Works’ offer to relocate the building to the Streets Department Equipment Yard at 1811 Merlin Loop in Airport West Subdivision.

Staff suggests that the building straddle the property line between the Street Shop and Parcel A, open space, to allow better public visibility from Broadford Road. That can be done administratively.

It is hoped that the building can be relocated this fall, before snow season. The project would need approval by the Airport West Design Review Board and the Hailey Planning and Zoning Commission for

Design Review.

Attachments include:

1. Relocation Option Renderings by Errin Bliss of Bliss Architecture

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____

Estimated Hours Spent to Date: _____

Staff Contact: _____

Comments: _____

Caselle # _____

YTD Line Item Balance \$ _____

Estimated Completion Date: _____

Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Review and discuss the recommendation made by the Hailey Arts and Historic Preservation Commission regarding a proposal by the City of Hailey to relocate of the Forest Service Warehouse Building from Lots 13, 14A and 20A, Block 20, Hailey Townsite (308 South River Street), to Lot 5, Block 4, Airport West Subdivision #1 (1811 Merlin Loop).

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

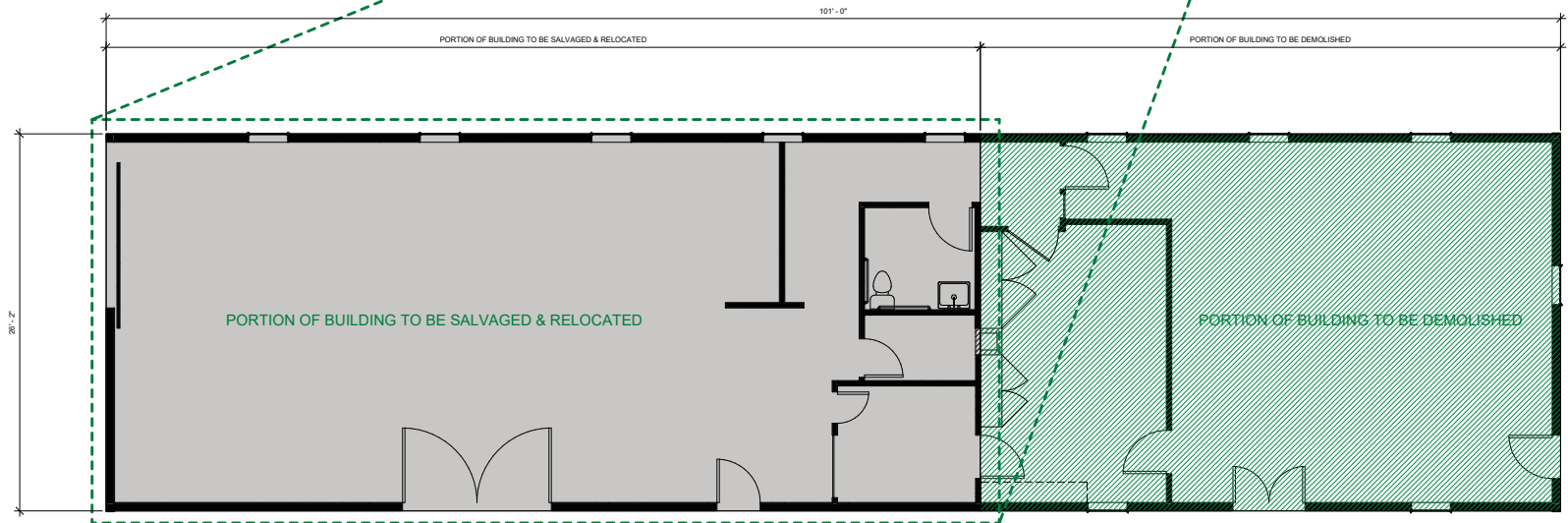
*Ord./Res./Agrmt. /Order Originals: Record *Additional/Exceptional Originals to: _____

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



N

OPTION 1: RELOCATE WEST SECTION TO McKERCHER PARK
SCALE: 1" = 30'-0"



N

OPTION 1: DEMOLISH EAST SECTION + SALVAGE & RELOCATE WEST SECTION
SCALE: 1/4" = 1'-0"



1. SALVAGE & REUSE BARN DOOR



2. SALVAGE & REUSE SWING DOORS & PANELS - TYP. OF 3



3. SALVAGE & REUSE WOOD WINDOWS - TYP. OF 12



4. SALVAGE & REUSE WOOD DOORS - TYP. OF 4



5. SALVAGE & REPURPOSE BRICK



6. SALVAGE & REPURPOSE WOOD DOORS - TYP.



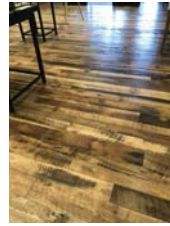
7. SALVAGE & REPURPOSE 1x4 WOOD FLOORING - TYP.



8. SALVAGE & REPURPOSE 1x8 WOOD FLOORING - TYP.



9. SALVAGE & REPURPOSE 1x6 WOOD WALL PLANKS - TYP.



COMMUNITY LIBRARY: SALVAGED & REFINISHED FLOOR FROM A HISTORIC STRUCTURE IN BLAINE COUNTY



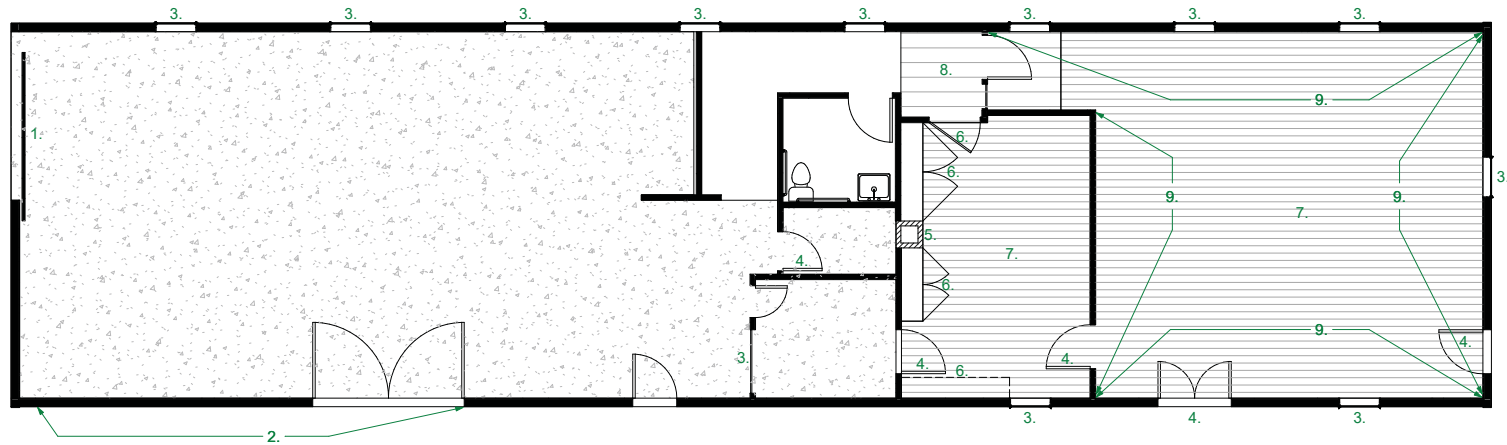
COMMUNITY LIBRARY: SALVAGED & REFINISHED FLOOR FROM A HISTORIC STRUCTURE IN BLAINE COUNTY



COMMUNITY LIBRARY: TABLE CONSTRUCTED OF REPURPOSED LUMBER FROM THE SUN VALLEY WATER TANK



COMMUNITY LIBRARY: LANDSCAPE ELEMENTS REPURPOSED FROM THE SUN VALLEY WATER TANK



N
OPTION 2: DEMOLISH ENTIRE BLDG + REPURPOSE HISTORICALLY UNIQUE ELEMENTS
SCALE: 1/4" = 1'-0"



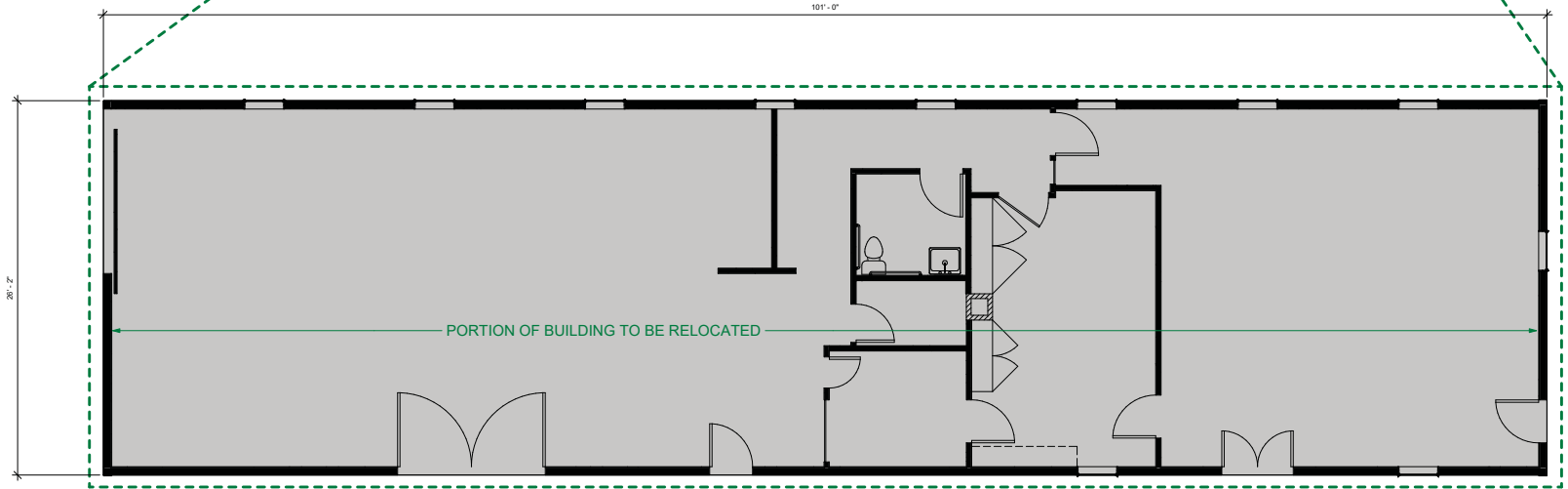
VIEW LOOKING SOUTH PARALLEL WITH BROADFORD ROAD



VIEW LOOKING EAST FROM BROADFORD ROAD



N
OPTION 3: RELOCATE ENTIRE STRUCTURE TO STREET DEPT. EQUIP. YARD
SCALE: 1" = 60'-0"



N
OPTION 3: RELOCATE ENTIRE STRUCTURE TO STREET DEPT. EQUIP. YARD
SCALE: 1/4" = 1'-0"

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2020 **DEPARTMENT:** Public Works/Legal **DEPT. HEAD SIGNATURE:** CPS

SUBJECT: Motion to adopt Resolution 2020-_____ authorizing the Mayor to execute two (2) quitclaim deeds to BCSD for; (1) Lot 1 Block 15 of Northridge VI Subdivision; (2) Water Right #37-20831, and (3) a Promissory Note wherein the City assumes certain conditional obligations.

AUTHORITY & BACKGROUND/SUMMARY: This matter involves the long term efforts by Blaine County School District and the City of Hailey to effect a mutually beneficial asset exchange, the end result of which is the City obtaining a new snow storage site. The parties entered into an MOU describing and mutually committing to the terms of the transaction in October of 2019. The City has satisfied all statutory procedural requirements prerequisite to transferring real property during this process that has been ongoing for several years. The general terms of the deal are the City transferring to BCSD a lot in Northridge together with associated well works and water rights, in addition to other water rights (both unused by the City) in exchange for a new snow storage site in Croy Canyon, together with a promissory note from BCSD in the amount of \$127,000. In December of 2019, City Council authorized execution of the above deeds, and a deed to Water Right No. 37-22019. Final exchange and recordation of said deeds was contingent upon approval of water rights transfer by IDWR and execution of the Croy Canyon Property Deed and presentment of same by BCSD. IDWR approved the transfer as requested, and on September 21, 2020 BCSD Board authorized execution of the deed to the Croy Canyon Property, and the referenced Promissory Note. We expect the Chair will have signed those documents, and caused same to be delivered to the City prior to the instant City Council Meeting. In the meantime, the deeds were amended as to form only, to reflect the election of Mayor Burke.

The matter is now ripe to authorize the mayor to execute the final deeds and promissory note to complete the transaction.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2020-_____ authorizing the Mayor to execute two (2) quitclaim deeds to BCSD for; (1) Lot 1 Block 15 of Northridge VI Subdivision; (2) Water Right #37-20831, and (3) a Promissory Note wherein the City assumes certain conditional obligations.

FOLLOW-UP REMARKS:*

CITY OF HAILEY
RESOLUTION NO. 2020-_____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE MAYOR TO EXECUTE TWO QUITCLAIM DEEDS TO BCSD FOR; (1) LOT 1 BLOCK 15 OF NORTHRIDGE SUBDIVISION; (2) WATER RIGHT #37-20831; AND (3) A PROMISSORY NOTE WHEREIN THE CITY ASSUMES CERTAIN CONDITIONAL OBLIGATIONS.

WHEREAS, the governing body of the City of Hailey ("City") and the Blaine County School District (the "District") desire to exchange certain real property, and take certain actions upon which said exchange is contingent upon; and

WHEREAS, the parties entered in a Memorandum of Understanding fully describing and committing to the transaction contemplated therein, and the action to be taken hereunder is the fulfillment of the City's obligations thereunder, and

WHEREAS, the City deems that said exchange to be in the public interest; and

WHEREAS, the City has determined that the property to be exchanged is underutilized by the City and that the District has a higher current public purpose use for said property after public hearing; and

WHEREAS, the City has declared a value for said real property, after public hearing, and

WHEREAS, notice of public hearing having been had according to law, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO THAT THE MAYOR IS AUTHORIZED TO EXECUTE TWO QUITCLAIM DEEDS TO BCSD FOR; (1) LOT 1 BLOCK 15 OF NORTHRIDGE SUBDIVISION; (2) WATER RIGHT #37-20831; AND (3) A PROMISSORY NOTE WHEREIN THE CITY ASSUMES CERTAIN CONDITIONAL OBLIGATIONS.

Passed this _____ day of September, 2020.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

Christopher P. Simms
Hailey City Attorney
PO Box 1861
Hailey, Idaho 83333

(Space above this line for Recorder's use only)

QUITCLAIM DEED

FOR VALUE RECEIVED, the Blaine County School District No. 61, Idaho, a political subdivision of the State of Idaho, ("Grantor") whose address is 118 W. Bullion, Hailey, Idaho 83333, does hereby convey, release, remise and forever quitclaim unto the City of Hailey, a municipal corporation ("Grantee"), whose address is 115 Main Street South, Suite H, Hailey, Idaho 83333, its heirs and assigns forever, all its rights, title and interest in and to the following described real property situated in the County of Blaine, State of Idaho, to-wit:

Croy Creek Ranch Sub #1, Lot 2, recorded under instrument number 538769 records of Blaine County, Idaho,

and further identified as;

Parcel Number RP001220000020 according to the Assessor's records of Blaine County, Idaho, and commonly referred to as 89 Croy Creek Road, Rural County.

IN WITNESS WHEREOF, the Grantor has executed this deed this 24th day of
9/22/2020.

BLAINE COUNTY SCHOOL DISTRICT NO 61, IDAHO

QUITCLAIM DEED/1

PROMISSORY NOTE

This Promissory Note is entered into by the Blaine County School District No. 61, Idaho, a political subdivision of the State of Idaho, (hereinafter referred to as the “maker” or “District”), and the City of Hailey, a Municipal Corporation (hereinafter referred to as the “payee” or “City”), jointly referred to as the parties, on this 24th day of September, 2020 and in furtherance of expressing their intent hereunder do agree and recite and bind themselves as follows,

RECITALS

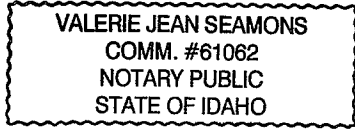
FOR VALUE RECEIVED, the undersigned maker, **Blaine County School District No. 61, Idaho, a political subdivision of the State of Idaho**, promises to pay to the order of the payee, **City of Hailey, a Municipal Corporation**, the principal sum of One Hundred Twenty Seven Thousand (**\$127,000.00**) Dollars together with interest thereon beginning to accrue **twelve months from the date of execution** of this unsecured promissory note, at the then statutory rate, as provided by Idaho law, and delineated in Idaho Code Section 28-22-104. The parties recognize and acknowledge the principal sum owed by virtue hereof arises from the execution of a certain Memorandum of Understanding, (MOU) entered into by the parties on or about October 16, 2019, and the exchange of real property carried out thereunder as and between the parties. Said MOU contemplated, contemporaneously with mutual transfers of identified real property, the “...transfer to the City one hundred twenty-seven thousand dollars, or assets mutually agreeable to the parties, representing the approximate difference in value in the exchanged real property.” The parties maintain their commitment to identifying and executing an exchange of assets mutually agreeable, in lieu of, and in full satisfaction of amount due and owing hereunder.

1. **PAYMENT ON NOTE CONDITIONAL.** Payee hereby acknowledges that payment under this note is conditional and that no payment by maker to payee is due unless and until the parties have exhausted all reasonable efforts to identify and execute a mutually agreeable exchange of assets in lieu of and in satisfaction of the full amount otherwise due and payable pursuant to this note, prior to the maturity date hereof. This note may at any time, or from time to time, be prepaid in whole or part, without penalty.

2. **MATURITY DATE & EARLY SATISFACTION.** The principal amount due hereunder, plus interest, shall become due and payable no later than **two (2) years** hence from the date of execution. Maker may pre-pay, in whole or part, at any time prior to maturity, without penalty, in full satisfaction of its obligation hereunder.

3. **WAIVER OF FORMALITIES.** The maker severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold maker liable, should litigation be necessary to enforce this note, and maker further waives trial by jury and consents to the personal jurisdiction and venue and subject matter

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



Valerie Jean Seamons
Notary Public for Idaho
Residing at: Hailey ID
My commission expires: 11/1/2025

IN WITNESS WHEREOF, the Grantor has executed this deed this ____ day of September, 2020.

MARTHA BURKE, MAYOR, CITY OF HAILEY

Martha Burke, Mayor

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared Martha Burke, known or identified to me to be the Mayor of the City of Hailey, Idaho, a municipal corporation, who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at: _____

My commission expires: _____

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

Blaine County School District #61
118 W. Bullion Street
Hailey, Idaho 83333

(Space above this line for Recorder's use only)

QUITCLAIM DEED

FOR VALUE RECEIVED, the City of Hailey, a municipal corporation ("Grantor"), does hereby convey, release, remise and forever quitclaim unto the Blaine County School District #61, a political subdivision of the State of Idaho, whose address is 118 W. Bullion Street, Hailey, Idaho 83333, its heirs and assigns forever, all its rights, title and interest in and to Water Right No. 37-20831, being a ground water right, in the amount of .21 cubic feet per second and 27.3 acre-feet per year and heretofore appurtenant to 9.1 acres within the following described real property situated in Blaine County, Idaho:

In Section 04, Township2 North, Range 18 East, B.M.:

NESW 1.6 acres
NWSE 0.4 acres
SESW 2.8 acres
SWSE 4.3 acres

No land is conveyed by this instrument

IN WITNESS WHEREOF, the Grantor has executed this deed this ____ day of September, 2020.

Martha Burke, Mayor

STATE OF IDAHO)

QUITCLAIM DEED/1

County of Blaine) ss.
)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared Martha Burke, known or identified to me to be the Mayor of the City of Hailey, Idaho, a municipal corporation, who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/14/2020 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

2nd and/or 3rd Reading of Ordinance 1265, the annual appropriation ordinance, appropriating expenses for FY2021 in the amount of \$12,728,166

AUTHORITY: ID Code 50.1001-1007 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The annual budget process is nearly complete. 2nd and 3rd readings of the appropriation ordinance completes the city council's actions in adopting the budget.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to conduct 3rd Reading by title only of Ordinance 1265, and authorize the Mayor to sign.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

HAILEY ORDINANCE NO. 1265

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, APPROPRIATING THE SUM OF \$12,728,166 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF HAILEY FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF HAILEY; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

SECTION 1. The sum of \$12,728,166 shall be, and the same is hereby, appropriated to defray the necessary expenses and liabilities of the City of Hailey, Idaho, for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose, are as follows:

<u>GENERAL FUND EXPENDITURES</u>	
General Fund Operating Expenses	\$5,821,987
G.O. Bond	-0-
Capital Improvement Fund	1,021,976
Total Expenditures	<u>6,843,963</u>
 <u>WATER & SEWER EXPENDITURES</u>	
Water Fund Expenditures	\$1,356,072
Water Fund Capital Expenditures	680,000
Water Bond Expenditures	151,000
Sewer Fund Expenditures	1,692,130
Sewer Fund Capital Expenditures	660,000
Sewer Bond Expenditures	570,000
Water Replacement Expenditures	252,000
Sewer Replacement Expenditures	523,000
Total Expenditures	<u>5,884,202</u>
 <u>TOTAL EXPENDITURES ALL FUNDS</u>	 <u>\$12,728,166</u>

SECTION 3. A general tax levy on all taxable property within the City of Hailey shall be levied in an amount allowed by law for the general purposes of said City for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

SECTION 4. All ordinances and/or portions or parts of ordinances in any way inconsistent with or in conflict with this Ordinance are hereby repealed.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS _ DAY OF September, 2020.

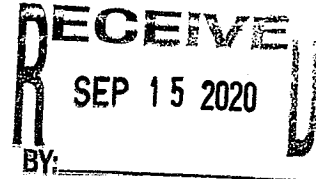
Martha Burke, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express September _____.

Return to Agenda



IDAHO DEPARTMENT OF FISH AND GAME
MAGIC VALLEY REGION
324 South 417 East, Suite 1
Jerome, Idaho 83338

Brad Little / Governor
Ed Schriever / Director

To Whom it May Concern,

Idaho Fish and Game (IDFG) recently became aware that two “new” nonnative fish were illegally introduced to Heagle Park Pond. The first species is commonly called Goldfish for its bright orange coloration and is a member of the carp family, which have not been previously found within the Big Wood River drainage. The second species is known as a Fathead Minnow, a species native to the Midwestern United States. These species are commonly imported and sold as aquarium fish. Release of any live fish into Idaho waters is prohibited without prior approval from Fish and Game.

It is unclear whether these species would have negative impacts to fish and wildlife populations, but prolific carp and minnow species often out-compete native fish species for food and space. Given the potential risk, Fish and Game is planning to use the commercially-approved chemical, Rotenone, to euthanize all the fish in the pond and then restock with more appropriate species.

Rotenone is a naturally-occurring substance derived from the roots of tropical plants in the bean or legume family. It is often used as a low-dose pesticide to prevent fleas on pets. For this treatment, it will be diluted and sprayed on the pond surface at a rate of 4 parts per million. At these concentrations, rotenone poses very little, if any, threat to humans. The fish in the pond will perish relatively quickly, and sunlight and organic matter will degrade the remaining rotenone in approximately a week. All carcasses will be removed and disposed of in a local landfill. Neighbors may notice a temporary petroleum smell associated with the treatment.

IDFG is planning to treat Heagle Park Pond during the week of September 21-25, 2020. A written safety plan has been completed and approved by all permitting agencies. The pond will be closed to public use prior to, during, and for a 14-day period after the treatment.

We are sorry for this inconvenience and hope this project successfully removes this threat to local fish populations. We also hope that this project will serve as a reminder to the public to be responsible pet owners and not dispose of aquarium fish in local waters.

If you have any comments or concerns, please contact our Regional Fisheries Manager, Mike Peterson at (208) 324-4359 or mike.peterson@idfg.idaho.gov.

Sincerely,

Craig White
Regional Supervisor

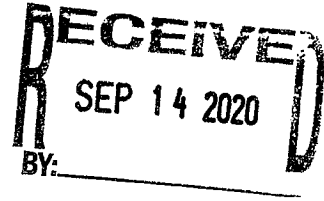
Keeping Idaho's Wildlife Heritage

Equal Opportunity Employer • 208-324-4359 • Fax: 208-324-1160 • Idaho Relay (TDD) Service: 1-800-377-3529 • <https://idfg.idaho.gov>

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Valley of Peace Lutheran Church
740 Wintergreen Dr
PO Box 218
Hailey, ID 83333
September 6, 2020

Mayor and Council
115 Main Street, South
Hailey, ID 83333



Dear Public Safety Officials and Staff:

We regret that the Corona Virus has forced us to cancel our annual picnic honoring public safety personnel in the Wood River Valley. Valley of Peace Lutheran Church has been pleased to host this event for the past three years. We will be back in 2021.

Despite this, we want to continue to extend our thanks to you and all police, fire, EMS and support personnel in the Wood River Valley. Whether it is fighting crime, fighting fire or providing emergency medical services, you are vital to our great community.

One of us had the recent experience of being pulled over by the Hailey Police. Suspecting that they were speeding, they were pleased to learn that the officer spotted the safety chains on a utility trailer dragging on the pavement. He showed how to shorten the chains to remove any danger of causing a fire. This only a small example of the service you render to the public every day.

Sincerely,

Members of Valley of Peace Lutheran Church

Jerry Runko, pastor
Paul Stahl

Blott
Jutta Berndt

Ron & Judith Lohse

Karen Reinke
Dina Wait

Kim Bann
Janet Loh

Jennifer Stahl

Miguel W. White
Cory Loh
Cynthia Loh

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