

**AGENDA OF THE SPECIAL
HAILEY CITY COUNCIL MEETING
Thursday October 10, 2019 * Hailey City Hall Meeting Room**

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

ACTION ITEM.....

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

CONSENT AGENDA:

[CA 355](#) Motion to ratify the attached 2019 Community Rating System Annual Recertification signed by Mayor Haemmerle on September 30, 2019 **ACTION ITEM** 1

[CA 356](#) Motion to approve Resolution No. 2019-097, authorizing the Mayor to sign an MOU with BCSD, agreeing, upon satisfaction of certain conditions, to exchange real property. **ACTION ITEM** 29

[CA 357](#) Motion to ratify the amended contract for services with Wood River Fire District by which City of Hailey will provide fire protection services to WRFD for an annual amount of \$36120, to be paid on a monthly basis during the term of the contract. **ACTION ITEM**..... 44

[CA 358](#) Motion to approve Resolution 2019-098, authorizing a contract for services with the Chamber for visitor services and events promotion during FY 2019-2020, in an amount of \$70,250 for the Chamber and \$10,000 for Hailey Ice **ACTION ITEM**..... 52

[CA 359](#) Motion to approve Resolution 2019-099, authorizing a Lease Agreement with the Chamber for use of the Welcome Center for visitor services **ACTION ITEM** 63

[CA 360](#) Motion to adopt Resolution 2019-100, authorizing Pay Estimate No. 1 in the amount of \$331,811.45, for work completed on the Myrtle St. Connector **ACTION ITEM**..... 79

[CA 361](#) Motion to adopt Resolution 2019-101, authorizing the mayor’s signature on Change Order No. 4, comprised of additional minor work for an increase of \$4,351.57, and extending the contract time on the Myrtle St. Connector **ACTION ITEM** 85

[CA 362](#) Motion to adopt Resolution 2019-102, authorizing Pay Estimate No. 1 in the amount of \$42,681, for work completed on the Della View Drainage Improvements project **ACTION ITEM**..... 90

[CA 363](#) Motion to adopt Resolution 2019-103, authorizing the mayor’s signature on a Memorandum of Understanding with Flood Control District No. 9, by which Hailey will receive up to \$50,000 from the district for work completed on the 2019-funded Della View Drainage Improvements project **ACTION ITEM** 95

[CA 364](#) Motion to annul original Notice of Award to Buffalo Electric in the amount of \$46,270, and motion to reject all bids, and motion to adopt Resolution 2019-104, approving a direct award and authorizing the Mayor’s signature on an agreement with Buffalo Electric in the amount of \$46,270, to complete electrical upgrades at the River St. well. **ACTION ITEM**..... 101

[CA 365](#) Motion to approve the Special Event, Halloween Hoopla, to be held on Main Street, from Myrtle Street to Pine Street (Thursday, October 31, 2019, from 3:30pm to 5:30pm) **ACTION ITEM**..... 114

[CA 366](#) Motion to approve minutes of September 23, 2019 and to suspend reading of them **ACTION ITEM**..... 121

[CA 367](#) Motion to ratify claims for expenses incurred during the month of September, 2019 **ACTION ITEM** 130

[CA 368](#) Motion to approve claims for expenses incurred during the month of September, 2019, and claims for expenses due by contract in October, 2019 **ACTION ITEM** 135

MAYOR’S REMARKS:

MR 000

PUBLIC HEARING:

[PH 369](#) Consideration of Ordinance No. 2019-_____ proposing a Second Amendment of the Development Agreement with FaPo, LLC, regarding the area referred to as the Forest Service Block Lots 4-8 and 13-20 of Block 20, Hailey Townsite) and property located at 401 and 407 S. River Street. (to be continued to a future meeting)

[PH 370](#) Consideration of name change recommended by the Hailey Parks and Lands Board for Keefer Park Ballfield **ACTION ITEM** 158

NEW BUSINESS:

[NB 371](#) Approval of a letter to Blaine County regarding a four-lot short plat subdivision in the Hailey Area of City Impact located at 106 and 110 McKenzie Lane totaling 4.63 acres. **ACTION ITEM** 161

[NB 372](#) Consideration of contract documents, a notice of award, and agreement to construct War Eagle Dr. drainage improvements, and motion to adopt Resolution 2019-___, authorizing the Mayor’s signature on the notice of award and agreement (contingent on receipt of contract security and certificate of insurance) **ACTION ITEM** 176

[NB 373](#) Consideration of ordinance amending chapter 10.40.040 HC adding prohibition against use of mobile electronic device while riding a bicycle **ACTION ITEM** 206

OLD BUSINESS:

[OB 374](#) Waiving of Second Reading and conduct of Third reading of proposed Ordinance No. 1250, Amending Hailey Municipal Code Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI – Sales and Office Zoning District, **ACTION ITEM**..... 209

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports

[SR 375](#) Letter from Senator Mike Crapo congratulating on receiving the Tree City USA award 220

[SR 376](#) Draft of next Planning and Zoning Commission meeting agenda..... 222

[SR 377](#) Draft of next City Council meeting agenda..... 226

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

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1251 Next Resolution Number- 2019-105

AGENDA ITEM SUMMARY

DATE: 10/10/2019 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Ratification of 2019 Community Rating System Annual Recertification for FEMA's Flood Insurance rating signed by Mayor Haemmerle on September 30, 2019.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As part of the participation in the Flood Insurance Program we are required to annually apply for recertification to maintain the decrease in rates that affected parties are required to pay. The current CRS rating is 8 for the City of Hailey.

The Mayor is requesting that the Council ratify the attached letter for the 2019 Community Rating System Annual Recertification signed by Mayor Haemmerle dated September 30, 2019.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify the attached letter for the 2019 Community Rating System Annual Recertification signed by Mayor Haemmerle dated September 30, 2019.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

Community Hailey, City of State ID CID 160022
 County Blaine

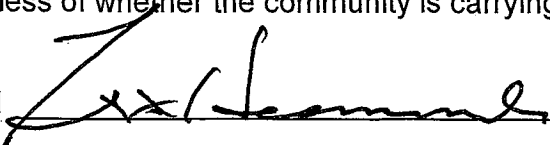
COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CC-213 Recertification

Recertification Due Date: August 1, 2019		
If there are any changes or corrections to the information below, please cross out the old item and write in the correction.		
	Chief Executive Officer	CRS Coordinator
Name	The Honorable Fritz Haemmerle	Ms. Lisa Horowitz
Title	Mayor of Hailey	Community Development Director
Address	115 South Main Street, Suite H	115 South Main Street, Suite H
	Hailey, ID 83333	Hailey, ID 83333
Phone	Please provide (208) 788-4221	(208) 788-9815
E-mail	fxh@haileycityhall.org	lisa.horowitz@haileycityhall.org

I hereby certify that The City of Hailey is continuing to implement the activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed  (Chief Executive Officer)

Community Hailey, City of State ID CID 160022
County Blaine

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "attached" is used, you must provide documentation material for that activity. If no material has been acquired for that activity, please explain why there is no material from the past year.

- 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates and V Zone Certificates on all new and substantially improved buildings in our Special Flood Hazard Area and make copies of all Certificates available at our present office location. [Initial here if you have had no new construction or substantial improvements in the last year]
- 310 EC: Attached is the permit list for new or substantially improved structures that have been completed in the last year. We have permitted 1 new building and substantial improvements in the SFHA during this reporting period.
- 310 EC: Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list. (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).
- 320 MI 1: We are providing basic flood information to inquirers.
- we also continue to provide the following to inquirers
- MI 2 additional FIRM information
 - MI 6 historical flood information
 - MI 7 natural floodplain functions
- 320 MI: Attached is a copy of the publicity for the credited elements of this service this year.
- 320 MI: Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

Community Hailey, City of State ID CID 160022
County Blaine

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- L 330 OP: We continue to conduct or provide all credited outreach projects.
- h 340 ODR: People looking to purchase flood prone property are being advised of the flood hazard through our credited hazard disclosure measures.
- L 350 LIB/LPD: Our public library continues to maintain flood protection materials.
- h 350 WEB: We continue to conduct an annual review and update of the information and links in our flood protection website.
- L 360 PPA: We continue to provide flood protection advice to inquirers.
- L 360 PPV: We continue to provide on-site flood protection assistance to inquirers.
- h 360 PPA/PPV: Attached is a copy of the document that told others about these services this year.
- ✓ 420 OSP: We continue to preserve our open space in the floodplain.
- h 430 We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit. [N/A] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.
- ✓ 430 RA-1: We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses.
- L 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.
- L 440 BMM: We continue to maintain our system of Benchmarks. [N/A] Initial here if any Benchmarks were found to be missing or inaccurate. Attach a copy of the correct elevation or a description of the missing Benchmark.
- L 440 FM: We continue to maintain our historical Flood Hazard Boundary Map, FIRMs and Flood Insurance Studies.
- L 502 RL: We currently have 3 repetitive loss properties and send our notice to 53 properties in the repetitive loss areas.
- L 502 RL: Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.

Community Hailey, City of State ID CID 160022
County Blaine

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- h 510 FMP/RLAA: Attached is a copy of our floodplain management plan's annual progress and/or a copy of the annual progress report on the recommendations of the repetitive loss area analyses.
- h 510 FMP/RLAA: We have provided copies of this progress report to our governing board, and local media.
- h 530 FP: We continue to encourage property owners interested in elevating or retrofitting their buildings to protect them from flood damage. [N/A]Initial here if there have been any changes (additions or deletions) to the buildings credited as being flood protected. Attach a description of those changes.
- h 540 CDR: We continue to implement our drainage system maintenance program.
- h 540 CDR: Attached is a copy of a typical inspection report and a copy of the record that shows that any needed maintenance was performed on the credited components of our drainage system.

NOTE: Please do not mail or ship packages that need a signature.

Additional Comments:

310 EC - 1 building under construction, but not complete and 1 previously permitted building completed 12/2017.

510 FMP/RLAA - Executive Summary attached. Link to full report: <https://www.dropbox.com/sh/stbruocb7egz7vt/AABXvcx6UEFRkH6n0mom4uhVa?dl=0>

Attachments:

310 EC - Permit List
310 EC - Elevation Certificate 511 Della Vista Drive
320 MI - Telephone Log
320 MI - Publicity Letter
360 PPA/PPV - Outreach Letter
502 RL - RL Letter
510 FMP/RLAA - All Hazard Mitigation Plan October 2018 Update Executive Summary
540 CDR - Inspection Report
540 CDR - Maintenance Report

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 County Blaine

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	120		
2. Number of new buildings constructed since last report	+ 1	0	+56
3. Number of buildings removed/demolished since last report	- 0	0	
4. Number of buildings affected by map revisions since last report (+ or -)	-2	0	
5. Number of buildings affected by corporate limits changes (+ or -)	0	0	
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	119		
7. Number of substantial improvement/damage projects since last report	0	0	
8. Number of repetitive loss properties mitigated since last report	0	0	0
9. Number of LOMRs and map revisions (not LOMAs) since last report	1		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	117		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	6	0	
12. Acreage of area(s) affected by corporate limits changes (+ or -)	0	0	
13. Current acreage of the SFHA (aSFHA) (total lines 10-12)	123		
14. Primary source for building data: City of Hailey Building Division			
15. Primary source for area data: City of Hailey City Engineer			
16. Period covered: July 2017 - September 2019		Current FIRM date: November 26, 2010	
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report	0	0	0
18. Number of other new 1-4 family buildings constructed since last report	+1	0	+51
19. Number of all other buildings constructed/installed since last report	0	0	+5

Comments:

(Please note the number of the line to which the comment refers.)

2, 18 & 19 - completed buildings

4 - LOMA's

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COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Instructions for CRS Program Data Table

At the first verification visit after the 2013 *CRS Coordinator's Manual* takes effect, ONLY LINES 6 AND 13 NEED TO BE COMPLETED. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed.

The entire table is completed at all subsequent annual recertifications and cycle verification visits. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM)). Use the FIRM currently in effect, not a draft or pending revision.

Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).

Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community.

Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

Instructions for the Lines

Lines 1-7 deal with buildings.

- Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A—In the SFHA.
- In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

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COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A—In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B—In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

Lines 10–13 deal with areas.

- Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- Section 403.e notes that communities “should not spend an inordinate amount of time measuring areas.” As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP
- mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17–19 are voluntary, if the numbers are readily available.

- Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new, post-FIRM, building.
- The total of lines 17–19 should equal the value entered in line 2.

City of Hailey

New or Substantially Improved Flood Hazard Development Permit List 2018 - 2019

Fld Haz Dev Permit #	Date	Address	Status
16-001	7/13/16	511 Della Vista Drive – New Construction	Completed 12/17
18-010	11/14/18	1050 Red Elephant Drive – New Construction	Under Construction

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2018

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name CRAIG & KARA MAXWELL				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 511 DELLA VISTA DRIVE				Company NAIC Number:	
City HAILEY	State Idaho	ZIP Code 83333			
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) LOT 11, BLOCK 1, BIRDWOOD SUBDIVISION					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.)				RESIDENTIAL	
A5. Latitude/Longitude: Lat. 43°30'32.427" Long. 114°18'54.371"				Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>1B</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>N/A</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>N/A</u>					
c) Total net area of flood openings in A8.b <u>N/A</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>775</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>4</u>					
c) Total net area of flood openings in A9.b <u>487</u> sq in					
d) Engineered flood openings? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number CITY OF HAILEY 160022			B2. County Name BLAINE		B3. State Idaho
B4. Map/Panel Number 16013C0664	B5. Suffix E	B6. FIRM Index Date 11/26/2010	B7. FIRM Panel Effective/ Revised Date 11/26/2010	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 5289.0
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input checked="" type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 511 DELLA VISTA DRIVE			Policy Number:
City HAILEY	State Idaho	ZIP Code 83333	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: BLAINE COUNTY GIS CONTROL Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929 NAVD 1988 Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- | | | |
|---|---------------|--|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | <u>5290.6</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| b) Top of the next higher floor | <u>5301.1</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | <u>N/A</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| d) Attached garage (top of slab) | <u>5288.1</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | <u>5290.6</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | <u>5287.6</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) | <u>5288.9</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | <u>5288.7</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No Check here if attachments.

Certifier's Name BRUCE SMITH	License Number PLS 7048	
Title PROFESSIONAL LAND SURVEYOR		
Company Name ALPINE ENTERPRISES INC.		
Address PO BOX 2037		
City KETCHUM	State Idaho	
Signature <i>Bruce Smith</i>	Date 01/25/2018	Telephone (208) 727-1988

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

THE LOWEST ELEVATION OF MACHINERY OR EQUIPMENT SERVICING THE BUILDING, C2(e), IS A WATER HEATER.

2 ENGINEERED FLOOD OPENINGS HAVE BEEN INSTALLED IN THE FRONT GARAGE DOOR AND 2 ENGINEERED FLOOD OPENINGS HAVE BEEN INSTALLED IN THE REAR GARAGE DOOR.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 511 DELLA VISTA DRIVE			Policy Number:
City HAILEY	State Idaho	ZIP Code 83333	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.
- E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above or below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address _____ City _____ State _____ ZIP Code _____

Signature _____ Date _____ Telephone _____

Comments

Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 511 DELLA VISTA DRIVE			Policy Number:
City HAILEY	State Idaho	ZIP Code 83333	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ feet meters Datum _____

G10. Community's design flood elevation: _____ feet meters Datum _____

Local Official's Name	Title
-----------------------	-------

Community Name	Telephone
----------------	-----------

Signature	Date
-----------	------

Comments (including type of equipment and location, per C2(e), if applicable)

Check here if attachments.

BUILDING PHOTOGRAPHS

OMB No. 1660-0008
Expiration Date: November 30, 2018

ELEVATION CERTIFICATE

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 511 DELLA VISTA DRIVE			Policy Number:
City HAILEY	State Idaho	ZIP Code 83333	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



Photo One

Photo One Caption FRONT - LOOKING NORTHERLY - UPDATED PHOTO SHOWNING VENT (CAR COVERS 2ND)

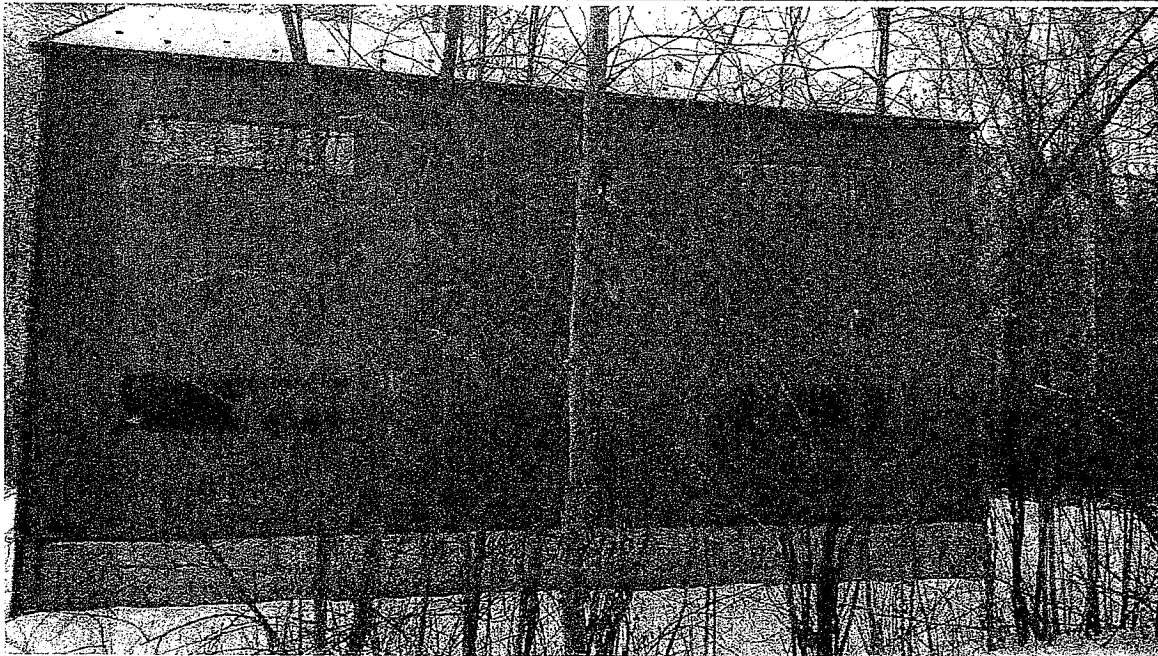


Photo Two

Photo Two Caption GARAGE - SIDE - LOOKING WESTERLY

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 511 DELLA VISTA DRIVE			Policy Number:
City HAILEY	State Idaho	ZIP Code 83333	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

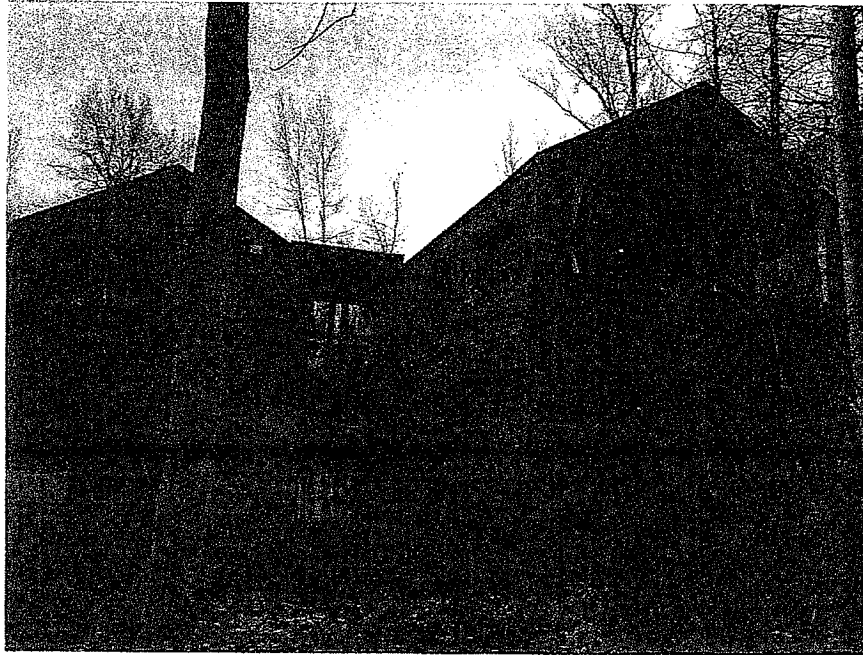


Photo One

Photo One Caption REAR - LOOKING SOUTHERLY

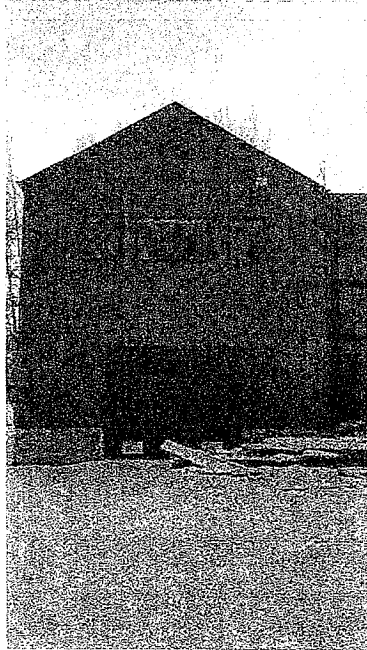


Photo Two

Photo Two Caption GARAGE - REAR - LOOKING SOUTHERLY - SHOWING VENTS

City of Hailey
Community Development Department
 Floodplain Management Program/CRS
 CRS 320 - Flood Map Information Log

DATE	ADDRESS APN	FIRM Panel	Flood Zone	Flood Insurance Information Discussed	M12 Additional FIRM Data	M13 MIB Problems not on FIRMI	M14 BEE or Flood Depth	M15 Special Flood Related Hazards	M16 Historical Flood Information	M17 Natural Floodplain Functions	Comments
1/22/2019	921 War Eagle	0664	AE	No		X		X	X		Email questions/comments from neighbor regarding avalanche danger and wetland designation on subject property.
1/23/2019	921 War Eagle	0664	AE	No		X		X	X		Discussion with FP variance applicant about followup to P&Z meeting.
1/30/2019	921 War Eagle	0664	AE	No		X		X	X		Email comments from surveyor on site specific avalanche study for subject property. Responded.
2/19/2019	921 War Eagle	0664	AE	No		X		X	X		Email containing photo of recent avalanche activity on subject property. Responded.
3/5/2019	331 Della Vista		AE	No							721-1368, Amy Browning requested copy of Flood Elevation Certificate. Called back to let know we do not have one on file, no answer left message. 3/7 Amy called back. 3/8 Returned Amy's phone call
3/6/2019	1030 Red Elephant		AE	No							Email received, requesting Flood Elevation Certificate, emailed back letting know all Elevation Certificates we have are online and at this time do not have copy for this address.
3/7/2019	320 Cottonwood		X	No							call from realtor - is in flood plain?
3/8/2019	330 Cottonwood		X	No							Blaine Porter 720-1175 - Sent to LH
3/8/2019	330 Cottonwood		X	No							Blaine Porter - is in flood plain
3/8/2019	721 Sunrise Dr		X	No							Had LH come out and discuss insurance and flood questions with Jytte Ema.
	2030 Briarwood		X	No							Laurie Karol 208-507-0363, asked if in flood plain, had street complaints - referred street complaints to BY
3/11/2019	Woodside		NA	Yes							Considering floodplain insurance due to last year rainstorm
3/11/2019	2550 Winterhaven		X	yes							Considering floodplain insurance due to last year rainstorm
3/11/2019	320 Cottonwood		X	No							is property in the floodplain - realtor call
3/13/2019	1030 Red Elephant		AE	Yes							wants copy of flood elevation certificate - we don't have. She will copy us when she gets it from galena engineering.
3/13/2019	3013 Woodside		X	No							got floodplain letter - calling to confirm building?

City of Hailey

COMMUNITY DEVELOPMENT DEPARTMENT

115 MAIN STREET SOUTH
HAILEY, IDAHO 83333

Zoning, Subdivision, Building and Business Permitting and Community Planning Services

(208) 788-9815
Fax: (208) 788-2924

NOTICE TO: Lending Institutions and Real Estate and Insurance Agents

SUBJECT: Flood Insurance Rate Map Zone Information

March 11, 2019

As a public service, the City of Hailey will provide you with the following information upon request:

- Whether a property is in or out of the Special Flood Hazard Area (SFHA) as shown on the current Flood Insurance Rate Map (FIRM) of the City, including the FIRM date, datum, community number, etc.
- Additional flood insurance data for a site, such as the FIRM zone, the base flood elevation or flood depth.
- Historical knowledge of past flood impacts and other areas of concern, including drainage, avalanche, ice dams and winter flooding
- Information on natural floodplain functions and the value of land preserved for that purpose.
- We have a handout on the flood insurance purchase requirement that can help people who need a mortgage or loan for a property in the SFHA.
- The City of Hailey maintains elevation certificates for new and substantially improved structures in the SFHA since February 8, 1988.
- The City of Hailey updates the Flood Insurance Rate Maps as needed when revisions are made to the maps.

If you would like to make an inquiry, please give us a call and tell us the street address and, if available, the subdivision, lot and block number. We are open 9:00 am to 5:00 pm, Monday through Friday. Call us at the Community Development Department (208) 788-9815 ext. 13 or drop by our offices in City Hall at 115 Main Street South. There is no charge for this service.

City of Hailey

COMMUNITY DEVELOPMENT DEPARTMENT

Zoning, Subdivision, Building and Business Permitting and Community Planning Services

115 MAIN STREET SOUTH
HAILEY, IDAHO 83333(208) 788-9815
Fax: (208) 788-2924

March 5, 2019

Hailey Residents:

Your address has been identified as having a higher flood risk due to its proximity to or location within the City of Hailey's Special Flood Hazard Area (SFHA), as designated by FEMA. Flooding in Hailey often occurs during spring run-off, as was experienced in 2018, 2017, 2006 and 1997, as well during winter rain on frozen ground events, as in 2017 and 1963. Find out if your property is in the regulated floodplain by calling the City's Community Development Department at 208-788-9815, ext. 13, or visit our flood information page at www.haileycityhall.org/planning/floodplain.asp.

There are some things you can do to protect your family and property from flooding: Contact your property insurance agent to see if a flood insurance policy would be beneficial. Many neighboring households that lie outside of the high risk mapped areas may experience flood risk, too. According to floodsmart.gov, "People outside of mapped high-risk flood areas file nearly 25 percent of all National Flood Insurance Program flood insurance claims and receive one-third of Federal disaster assistance for flooding. The risk is real, wherever you live." In any case, flood insurance can be a good investment because most homeowners' insurance policies do not cover damage caused by surface water flooding. Please note that most flood insurance has a 30-day wait period before the insurance becomes effective.

Please give us a call if you'd like to discuss how to protect your house or business. There are ways to modify your building or your site to minimize flood damage. Where flooding is shallow, measures such as regarding the yard to direct water away from the house, using flood resistant materials on the walls or raising utilities can be relatively inexpensive. Where flooding is deep, a building may need to be elevated so that its lowest floor is well above the flood level.

Check with the Community Development Department at 208-788-9815, ext.13, before you build on, alter, regrade or fill on your property. A floodplain development permit, in addition to a building permit, may be needed to ensure that a project is compliant with all regulations. These regulations are designed to help protect your property from flood damage and to make sure you don't divert water in a way that could harm your neighbors.

During a flood event, do not walk or drive through flood waters. Currents are deceptive – six inches of moving water can knock you off your feet and two feet of water can cause a car to float. Do not drive around barriers, as the road or bridge ahead may be washed out.

Don't pour oil, grease, pesticides, or other pollutants down storm drains or into the ditches and streams. Our streams and wetlands help moderate flooding and are habitat for fish, frogs, and other species that provide us with recreation or food. We all need to protect this critical habitat.

Stay tuned for more flood awareness information this spring through the local newspaper or on our website: www.haileycityhall.org.

Sincerely,



Lisa Horowitz

Community Development Director
City of Hailey
208-788-9815 x13
lisa.horowitz@haileycityhall.org

City of Hailey

COMMUNITY DEVELOPMENT DEPARTMENT
115 South Main Street
Hailey, ID 83333
208-788-9815

Zoning, Subdivision, Building and Business Permitting and Community Planning Services

September 23, 2019

Dear Resident:

You have received this letter because your property is in an area that has been flooded several times. Our community is concerned about repetitive flooding and has an active program to help you protect yourself and your property from future flooding, but here are some things you can do:

1. Check with the Community Development Department on the extent of past flooding in your area. Department staff can tell you about the causes of repetitive flooding, what the City is doing about it, and what would be an appropriate flood protection level. The staff can visit your property to discuss flood protection alternatives.
2. Prepare for flooding by doing the following:
 - Know how to shut off the electricity and gas to your house when a flood comes.
 - Make a list of emergency numbers and identify a safe place to go.
 - Make a household inventory, especially of basement contents.
 - Put insurance policies, valuable papers, medicine, etc., in a safe place.
 - Collect and put cleaning supplies, camera, waterproof boots, etc., in a handy place.
 - Develop a disaster response plan. See the Red Cross's website at www.redcross.org for information about preparing your home and family for a disaster.
 - Get a copy of *Repairing Your Flooded Home*, which can be also be found on the Red Cross' website.
3. Consider some permanent flood protection measures.
 - Mark your fuse or breaker box to show the circuits to the floodable areas. Turning off the power to the basement before a flood can reduce property damage and save lives.
 - Consider elevating your house above flood levels.
 - Check your building for water entry points, such as basement windows, the basement stairwell, doors, and dryer vents. These can be protected with low walls or temporary shields.
 - Install a floor drain plug, standpipe, overhead sewer, or sewer backup valve to prevent sewer backup flooding.
 - More information can be found at FEMA's website, www.ready.gov/floods.
 - Note that some flood protection measures may need a building permit and others may not be safe for your type of building, so be sure to talk to the Community Development Department.
4. Talk to the Community Development Department for information on financial assistance.
 - If your building is not elevated to current requirements and you are interested in elevating your building above the flood level or selling it to the City, the City may be able to apply for a Federal grant to cover 75% of the cost.
 - Get a flood insurance policy – it will help pay for repairs after a flood and, in some cases, it will help pay the costs of elevating a substantially damaged building.

5. Get a flood insurance policy.

- Homeowner's insurance policies do not cover damage from floods. However, because our community participates in the National Flood Insurance Program, you can purchase a separate flood insurance policy. This insurance is backed by the Federal government and is available to everyone, even properties that have been flooded. Because our community participates in the Community Rating System, you will receive a reduction in the insurance premium.
- Some people have purchased flood insurance because it was required by the bank when they got a mortgage or home improvement loan. Usually these policies just cover the building's structure and not the contents. During the kind of flooding that happens in your area, there is usually more damage to the furniture and contents than there is to the structure. Be sure you have contents coverage.
- Don't wait for the next flood to buy insurance protection. In most cases, there is a 30-day waiting period before National Flood Insurance Program coverage takes effect.
- Contact your insurance agent for more information on rates and coverage.

Please contact us for more information!

Sincerely,



Lisa Horowitz
Community Development Department Director
City of Hailey
115 South Main Street
Hailey, ID 83333
208-788-9815, ext. 13

Attachment: Map of Repetitive Loss Area



CITY OF HAILEY
 REPETITIVE
 LOSS AREA

LEGEND:



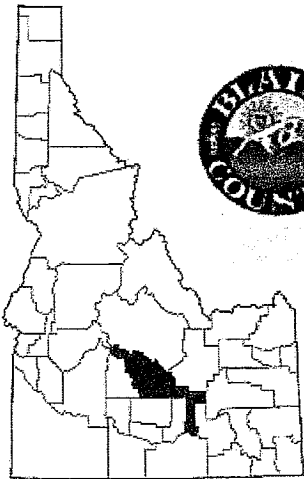
REPETITIVE LOSS AREA
 CAUSES OF REPETITIVE
 FLOODING:
 PRIMARILY OVERBANK FLOODING
 IN YEARS 1997, 2006 & 2017
 DUE TO HEAVY SPRING RUN
 OFF IN THE BIG WOOD RIVER



Blaine County, Idaho
Local Emergency Planning Committee
Working together for a safer community

www.BlaineEmergency.org

Blaine County Multi-Jurisdiction All Hazard Mitigation Plan



*Official Use Only
Not for Public Dissemination*

**May 2015
Updated October 2018**

EXECUTIVE SUMMARY

The Blaine County Multi-Jurisdiction All Hazard Mitigation Plan 2014 is a complete revision of the 2009 Blaine County Multi-jurisdiction All Hazard Mitigation Plan. The entire Hazard and Vulnerability Assessment was updated. The hazard ranking was changed, and a new format deployed that ranks the hazards according to five indices; 1) historical occurrence, 2) probability, 3) vulnerability, 4) spatial extent, i.e. the extent of impact based on geography, and 5) the magnitude, which looks specifically at the loss of life, injuries, and economic impact.

Hazard	Historical Occurrence	Probability	Vulnerability	Spatial Extent	Magnitude	Total	Rank
Wildfire	3	4	4	2	4	18	H
Severe Winter Storms	3	4	3	4	3	17	H
Drought	3	4	2	4	3	16	H
River Flooding	3	4	3	3	3	16	H
Hazardous Materials	2	4	2	3	3	14	M
Communicable Disease	1	2	3	4	4	14	M
Flash Flooding	3	4	3	2	2	14	M
Severe Weather	3	4	2	2	3	14	M
Landslides	2	4	2	2	2	12	M
Avalanche	2	4	2	2	2	12	M
Structure Fire	3	4	2	1	2	12	M
Earthquake	2	3	3	2	2	12	M
Terrorism	0	2	3	3	4	12	M
Vector Borne Disease	1	1	2	2	2	8	L
Nuclear Event	0	1	2	2	3	8	L
Dam Failure	0	1	1	1	1	4	L
Riot/Demonstration/Civil Disobedience	0	1	1	1	1	4	L

The revision was under the direction of the Blaine County Local Emergency Planning Committee. Community involvement took three forms; 1) public participation in federal flood technical assistance meetings, 2) electronic access to Plan development and review, and 3) public access to elected officials briefings.

The Blaine County Mitigation Team was led by Charles Turner, the Blaine County Coordinator of Disaster Services who, under the direction of the Blaine County Sheriff and County Commissioners, is responsible, along with the Blaine County LEPC, for the coordinating implementation and reporting of the mitigation actions recommended in this Plan.

While the focus of this Plan is on County-wide mitigation activities, it was developed through an integrated effort by representatives from many County, State, and Federal jurisdictions. The Cities of Bellevue, Carey, Hailey, Ketchum, and Sun Valley also participated in the development of this Plan.

The *single most serious vulnerability* in Blaine County is power outages. Because of the remoteness of the Wood River Valley from other support services, the loss of commercial power due to a natural or man-made hazard has the potential to cause serious life safety issues to the residents of the community. Various natural and manmade disasters can, and do affect the electrical infrastructure in the County. Currently there is no redundancy built into the major transmission lines that feed electricity into the County; of special concern are the areas north of Hailey, including the Cities of Ketchum and Sun Valley.

The following hazards pose a threat to the electrical infrastructure in Blaine County:

- Severe Winter Storm
- Lightning
- Hail
- Tornado
- Straight Line Wind
- Earthquake
- Landslide/Mudslide
- Wildland Fire

Of the aforementioned hazards seven (7) are surface hazards; they occur above ground, and one (1), earthquake, occurs below ground, but affects both above and below ground. The existing transmission lines are run above ground, which is a standard procedure.¹

Outage Type	Total Events	Occ/yr	Duration (min)	Duration/Occ (min)
Maintenance	3	0.152	554	184.67
Sustained Unplanned	3	0.152	189	63.00
Momentary Unplanned	2	0.101	na	
Loss of Southern 138kV (mom and sustained)	6	0.304	756	126.00

Idaho Power Outages 1995-2014

Mitigation Actions have been reviewed, and a status was then provided by the LEPC. Goals and Objectives developed in the initial planning process were maintained, and additional mitigation actions were added to the Plan. The mitigation actions were developed and selected using the STAPLEE Method². Projects were prioritized by the LEPC with each action given H, M, or L ranking.

There were 132 projects identified in the 2009 Blaine County Multi-Jurisdiction All Hazard Mitigation Plan. There were 65 Projects completed for a completion percentage of 49%. The remaining uncompleted projects were moved forward to the 2014 Mitigation Project Listing. The total moved forward plus those added totaled 127 projects of which 60 are new.

¹ Idaho Power, Wood River Electrical Plan. December 2007

² See Page 240

Project	Rank
Develop a Wildland Fire Ordinance which establishes the road widths, access, water supply, and building regulations suitable to ensure new structures can be protected.	H
Designate the WUI areas as a special land use category in the County Comprehensive Plan	H
Bank Armor Upstream Southwest Bank BCDR RR Bridge at Hospital Drive	H
Develop a listing of roads, bridges, cattle guards, culverts, and other limiting conditions and incorporate improvements into the County Transportation Plan	H
Enforcement of Right of Way in Order to Allow Road Drainage Work	H
Heatherland Firewise Communities Prevention/education, FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting	H
Conduct a study for recharge in flood prone areas	H
Continue Culvert and Bridge Maintenance/Placement and Gravel Road Upgrade Program	M
Bank Armor Upstream West Bank Bellevue Bridge at Broadford Road	M
Bank Armor Upstream East Bank BCRB Bridge Deer Creek Road	M
Fuel Reduction – North of Carey between Austin, Little Wood Reservoir, and Barton Roads. 175 Acres	M
Maintain CRS Status for the County	M
Fuel Reduction – Near Picabo and along Picabo Desert Road 125 Acres	M
Fuel Reduction – Beaver Creek and Sawtooth City Vicinity and North to County Line	M
Install Road Signs as prescribed by NFPA Standards	M
Install Seasonal Road Signage	M
Complete Floodplain Manager Certification Program	M
West of Little Wood Reservoir Road Fuel Reduction 350 Acres	M
Fuel Reduction – Near Gannett and along Punkin Center Road 150 Acres	M
Purchase Road Closed, Smoke Over Road and Water Over Road Signs	M
Smiley Creek Fuel Reduction 10 Acres	M
Fuel Reduction – Little Wood Reservoir road, South of the Reservoir 1,000 Acres	M
Fuel Reduction in the West Magic Area 5 Acres	M
Greenhorn Hillside Firewise Communities Prevention/education, FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting	M
Construct Injection Capability for floodwaters on Big Wood River	L
Stockpile Temporary Flood Fight Material at W. Glendale BCRB Shop	L
Scott Road Fuel Reduction Project 33 Acres	L
East Magic, Isolated Tracks Prevention/education, FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting.	L
Develop a listing of schools and public buildings that need to be seismically retrofitted	L
Eagle Creek Prevention/education, FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting	L
Earthquake Protection or Hardening County facilities	L
Develop a standard practice for roadside vegetation management.	L
Develop a plan & methodology to protect livestock from biological threats	L
Conduct a County Terrorism assessment on all infrastructure, facilities, and digital systems	L

The Plan, as developed, is designed specifically to enhance implementation. The jurisdictions have completed many of the mitigation actions and, as funding is available, additional mitigation actions will be addressed.



Open Channel Drainage Inspection Report

10/01/2018 - 9/25/2019

Work Date	Address	Work Description	Map Latitude	Map Longitude	Map Address
3/25/2019	Creekside and Baldyview	Inspection culverts			
4/29/2019	FoxAcres	Inspection All Culvert Locations	43.5138770366	- 114.3006138504	
6/7/2019	Creekside and baldy veiw	Inspection	43.5112072376	- 114.2988838255	

Total Records: 3

9/25/2019



Open Channel Drainage system Maintenance Report

10/01/2018 - 9/25/2019

Work Order #	Work Date	Work Description	Problem Code	Employee Hours	Equipment Amount	Map Latitude	Map Longitude
11905	10/31/2018	Clean Debris from canal by Baulmoral Park	008: CANAL / DITCH MAINTENANCE	32.00	24.00		
11709	6/7/2019	Canal cleaning	008: CANAL / DITCH MAINTENANCE	1.50	1.50	43.5110682597	- 114.2988248169
11646	4/26/2019	canal cleaning	008: CANAL / DITCH MAINTENANCE	4.00	2.50	43.5140284519	- 114.3006956577
11644	4/24/2019	Debris Shield For a Culvert	008: CANAL / DITCH MAINTENANCE	1.00	1.00	43.5064887687	- 114.3095496297
11600	4/10/2019	Canal Project Remove a tree out of the down stream culvert.	008: CANAL / DITCH MAINTENANCE	22.00	16.00	43.5065443614	- 114.2954452336
11539	3/25/2019	canal culverts Cleaning	008: CANAL / DITCH MAINTENANCE	19.00	10.00		

Total Records: 6

9/25/2019

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/19 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** CPS/BY

SUBJECT: Motion to approve Resolution No. 2019-097, authorizing the mayor to sign an MOU with BCSD, the substance of which, an exchange of real property and other valuable consideration.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City and BCSD have been in drawn out negotiations to exchange real property, including water rights, and a suitable snow storage site for many months. The details of the proposed exchange have shifted over time. After the September 23, meeting, wherein Council approved the MOU in form, and declared its intent to exchange, BCSD staff again requested minute changes to the MOU. The attached iteration of the agreement is being reviewed by the School District Board in their Tuesday October 8th meeting. Council will hold a public hearing authorizing signature of deeds upon satisfaction of the contingency; issuance of the CUP for our snow storage site, as required by Idaho Code Sections 50-1402 and 50-1403.

See attached MOU and Resolution.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: #

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> City 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 type="checkbox"/> Treasurer |
| <input checked="" type="checkbox"/> PW Engineer | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution No. 2019-097 authorizing the Mayor to sign an MOU with BCSD, agreeing, upon satisfaction of certain conditions, to exchange real property.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2019-097

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE BLAINE COUNTY SCHOOL DISTRICT AGREEING TO EXCHANGE REAL PROPERTY AND OTHER GOOD AND VALUABLE CONSIDERATIONS.

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 City deems that said exchange to be in the public interest; and

WHEREAS, the City determines 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; and

WHEREAS, the City has declared a value for said real property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO THAT THE MAYOR IS AUTHORIZED TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH THE BLAINE COUNTY SCHOOL DISTRICT AGREEING TO EXCHANGE REAL PROPERTY AND OTHER GOOD AND VALUABLE CONSIDERATIONS.

Passed this 10th day of October, 2019.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

MEMORANDUM OF UNDERSTANDING

BLAINE COUNTY SCHOOL DISTRICT and THE CITY OF HAILEY

(Real Property Exchange)

This Memorandum of Understanding (“MOU”) contemplating the exchange of real property is hereby entered into by and between Blaine County School District, hereinafter referred to as the (“District”); and the City of Hailey, hereinafter referred to as the “City”. The City and District may hereinafter be collectively referred to as “Parties”.

RECITALS

- A. The City is a municipal corporation and political subdivision of the State of Idaho and has authority to enter into this Agreement. Fritz X. Haemmerle is the duly acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this MOU.
- B. The District is a body corporate and politic organized under the laws of the State of Idaho in the business of providing public education. Ellen Mandeville is the acting Chair of the District. The Board of Trustees for the District has authorized the Chair to execute this MOU.
- C. The District currently owns a 28-acre parcel of property along the south side of Croy Creek Road, (“Croy Property”) that has an appraised value of four hundred sixty-six thousand dollars, (\$466,000), a legal description of which is attached hereto and marked as **Exhibit A**.
- D. The City owns an irrigation ground water right (Water Right No. 37-20831) with a place of use located on approximately 9 acres of real property owned by the District, known as the Middle School athletic fields (“Middle School”) and said water right has a point of diversion on real property owned by the City, (“Northridge Lot”) as depicted on attached **Exhibit B**.
- E. Said Water right is the subject of an MOU between the parties, effective September 14 2016, adopted by the City by Resolution No 2016-118, whereby the District constructed improvements that belong to the City as part of lease agreement for use of said water right; consideration of future land and water exchanges; containing an option to purchase said water right, but not the underlying real property, for one hundred eighty thousand dollars (\$180,000), said MOU is attached hereto as **Exhibit C**.
- F. The City owned Water right and improvements thereto are located on the City owned Northridge Lot. The Northridge Lot has an appraised value of One Hundred Thirty-

Five Thousand (\$135,000). The improvements thereto have an approximate value of Forty Thousand (\$40,000).

- G. The Croy Property is more particularly valuable to the City for use as a snow storage site than for any beneficial use by the District; while water right 37-20831, the Northridge Lot, and improvements thereto, are more particularly valuable to the District than to the City.
- H. The District is in need of an additional 9.5 acres of water rights for purposes of watering Nelson Field plus an additional 2.4 acres of water right for additional irrigation area at the Middle School. The City currently has excess water right available within Water Right No. 37-22019 and has an interest in utilizing less potable municipal water for school irrigation purposes. The parties have agreed, for purposes of this MOU, that the value of these water rights, shall be twenty thousand dollars (\$20,000), per acre.
- I. Idaho Code sections 50-1401 et seq. and 33-601 allow a municipality and a school district to exchange real property, after appraisal, with or without consideration, if the respective public entities, after due deliberation through public hearing process finds that its best interests will be served thereby.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and the mutual covenants, promises, agreements, terms and conditions set forth herein, the parties covenant and agree as follows:

EXTENSION OF CURRENT MOU: The MOU between the parties, effective September 16, 2016, which MOU contains as a principal component a lease of and use of Water Right No. 37-20831, shall be, and is hereby, extended for a period of one (1) year, such that the expiration date shall be at midnight on October 31, 2020, which said extension is intended to allow the parties to satisfy the contingencies provided hereafter. The is extension of the current MOU clause dated September 16, 2016, is independent from, of the subject MOU contemplating the exchange of real property, and remains in full force and effect and effective regardless of satisfaction of the CUP contingency set forth provided below. Stated in the alternative, even if no CUP is granted for the Croy Property for snow storage purposes, and the remainder of this Agreement is therefore not carried out as contemplated herein, this the extension of the MOU expiration date set forth in this paragraph shall nonetheless remain extension provision shall be effective.

CONTINGENCIES

CONTINGENT ON BLAINE COUNTY ISSUANCE OF CUP: The District has previously authorized the City to apply for a conditional use permit, (CUP) for use of the Croy Creek property as a snow storage site, issuance of which, on terms fully and subjectively acceptable to the City at its sole discretion, this agreement is conditioned upon; such that if said CUP, on

terms and conditions acceptable to the City is not issued, no exchange of property under this agreement shall occur.

UPON SATISFACTION OF THE CONTINGENCIES EXPRESSED HEREINABOVE THE PARTIES SHALL UNDERTAKE THE FOLLOWING ACTIONS WITH DUE DILIGENCE;

1. CITY SHALL TRANSFER DEEDS FOR REAL PROPERTY "NORTHRIDGE LOT" TO THE DISTRICT.
2. THE DISTRICT SHALL TRANSFER DEED TO REAL PROPERTY "CROY PROPERTY" TO THE CITY.
3. CITY TO TRANSFER THE ENTIRE WATER RIGHT NO 37-20831
4. CITY TO TRANSFER 11.9 ACRES OF WATER UNDER WATER RIGHT NO.37-22019.
5. THE DISTRICT SHALL 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 PROPERTY.
6. CITY SHALL PERMIT THE DISTRICT TO USE EXCESS SNOW STORAGE CAPACITY AT THE CROY PROPERTY, ON TERMS AGREED TO BY THE PARTIES ON A YEAR TO YEAR BASIS.
7. MISCELLANEOUS PROVISIONS:

- a. Authority. Each Party warrants that the person signing this Contract is duly authorized to bind the Party.
- b. 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.
- c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- d. 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.
- e. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- f. 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.

- g. Entire Agreement/Waiver of Default. The Parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver or breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract.
- h. Partial Invalidity. In the event any portion of this Contract shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Contract, or parts hereof, shall remain in full force and effect.
- i. Severability. 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.
- j. Further Action. The parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.
- k. Remedies. 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.
- l. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- m. Law governing. This Contract shall be construed in accordance with the laws of the State of Idaho.
- n. Recitals Incorporated. The recitals set forth in this Contract are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding the day and year written above.

APPROVALS:

THE PARTIES HERETO have executed this instrument.

Executed and effective by the undersigned parties as of the date signed.
DATED this ____ day of _____, 2019.

Blaine County School District No. 61, Idaho:

Ellen Mandeville, Chairman Dated

City of Hailey:

Fritz Haemmerle, Mayor Dated

Attest:

Mary Cone, City of Hailey Clerk

Exhibit A

Lot 2 of Croy Canyon Ranch Subdivision I, recorded under instrument number 538769, records of Blaine County, Idaho

Exhibit B

Lot 1 Block 15 of Northridge VI Subdivision, recorded under instrument number 418334, records of Blaine County, Idaho

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 14th day of September, 2016 ("Effective Date"), by and between the City of Hailey ("City") and the Blaine County School District No. 61 ("District").

RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Fritz X. Haemmerle is the duly acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this MOU.

B. The District is a body corporate and politic organized under the laws of the State of Idaho in the business of providing public education. Shawn Bennion is the duly acting Chair of the District. The Board of Trustees for the District has authorized the Chair to execute this MOU.

C. The City owns an irrigation ground water right (Water Right No. 37-20831) ("Water Right") with a place of use located on real property owned by the District, known as the Middle School athletic fields (approximately 9 acres) and from a point of diversion owned by the City, as depicted on attached Exhibit "A."

D. The District has been irrigating the Middle School athletic fields with potable water from the City municipal water system and wishes to replace the water from the municipal potable water system with the Water Right.

E. To better develop the Water Right, a pump at the place of diversion, piping and accessory equipment, including a water vault and water meter (collectively referred to as "Improvements") must be constructed to pump the Water Right from the point of diversion and divert the Water Right to the Middle School athletic fields.

F. The City and the District believe it will be in their best interest to allow the District to develop the Water Right by constructing the Improvements to allow the pumping of the Water Right from the point of diversion and the diversion of the Water Right to the Middle School athletic fields. In exchange, the City will not charge any fee for the use of the Water Right during the term of this MOU.

G. The City and District have previously discussed exchanges of land and water. The parties agree to continue discussions allowing for the exchange of interests in land and water to accommodate future water use by the District in exchange of land.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants, promises, agreements, terms and conditions set forth herein, the parties covenant and agree as follows:

MEMORANDUM OF UNDERSTANDING/1

1. Construction of Improvements. On or before November 30, 2016, weather permitting, the District agrees, at its sole expense, to construct the Improvements to divert the Water Right to the Middle School athletic fields. The District shall also, at its sole expense, construct a water vault and meter within the McKercher Boulevard right-of-way contiguous with the lot line of the Middle School athletic fields. Title to the Improvements located on city property and within the right-of-way for McKercher Boulevard, including the water vault and water meter ("City Improvements") shall belong to the City, while title to the Improvements on the Middle School athletic fields shall belong to the District ("District Improvements"). The City Improvements shall be constructed according to applicable City and state standards. Before the Water Right is diverted, the City shall inspect the City Improvements to ensure the City Improvements are constructed in accordance with the applicable standards.

2. Lease Term. The term of this MOU shall commence on the Effective Date and expire at midnight on October 31, 2019 ("Term").

3. Consideration. During the Term, the City shall not charge the District for use of the Water Right. After the expiration of the Term and if the District does not exercise the option to purchase described in paragraph 8, below, the City shall charge the applicable water user fees to the District.

4. Lease and Use of Water Right. The City shall lease to the District the Water Right during the Term and the District shall use the Water Right in accordance with City and Idaho law and regulations.

5. Maintenance of Improvements. During the Term, the District shall be responsible, at its sole expense, for the maintenance of the Improvements. Following the expiration of the Term, the City shall be responsible, at its sole expense, for the maintenance of the City Improvements and the District shall be responsible, at its sole expense, for the maintenance of the District Improvements.

6. Indemnification. The District covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the District, its agents, employees, assigns, successors, or anyone subcontracting with the District, related to damages that arise out of the design, installation, construction, operation or maintenance of the Improvements, to bodily injury, property damage, personal injury and death that arise out of the District's design, installation, construction, operation and maintenance of the Improvements, and to the provision of any service or duty under this MOU. The District shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. Future Land and Water Exchanges. The parties agree to continue discussions allowing for the exchange of interests in land and water to accommodate the future use of the Water Right by the District at the Middle School athletic fields, in exchange for an interest in land for municipal purposes, such as snow storage by Hailey in Croy Canyon and/or public parking on the exterior of the athletic fields at Hailey Elementary.

MEMORANDUM OF UNDERSTANDING/2

8. Option to Purchase. For valuable consideration herein provided, including the mutual promises of the parties hereto, receipt of which is acknowledged by City and District, the City hereby gives and grants to the District the option and exclusive right and privilege to purchase the all or a part of the Water Right for a purchase price on all the terms and conditions set forth in this paragraph 8, provided the District and the City reach an agreement in writing to allow an exchange of land and water as contemplated in paragraph 7, above. Such option may be exercised during the Term of this MOU. The purchase price of the option under this paragraph 8 shall be Twenty Thousand and no/100's dollars (\$20,000.00) per inch, measured by cubic feet per second ("cfs") for each irrigable acre, or One Hundred Eighty Thousand and no/100's dollars (\$180,000.00) for the entire Water Right. Should this option not be exercised specifically as herein set forth, then the same shall terminate and be of no further force and effect. Notice of exercise of option by District shall be in writing and shall be given to City either personally or by registered or certified mail. Closing shall occur within sixty (60) days from District's notice to exercise said option, or such other date as mutually agreed to by the parties. Title to the Water Right shall be conveyed by a deed and such deed shall convey to the District the fee simple title to the Water Right free and clear of all encumbrances. A memorandum of this option, to be executed by the parties, may be recorded in the office of the Blaine County Recorder at the option of either party.

9. Miscellaneous Provisions.

a. Successors and Assigns. This MOU shall inure to the benefit of and be binding upon the City and the District, and their successors and assigns.

b. Waiver. Failure of any party at any time to require performance of any provision of this MOU 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.

c. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this MOU, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

d. Entire Agreement. This MOU contains the entire understanding among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this MOU.

e. Severability. Every provision of this MOU 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 MOU.

f. Counterparts. This MOU 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.

MEMORANDUM OF UNDERSTANDING/3

g. 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 MOU.

h. Remedies. The rights and remedies provided by this MOU 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 MOU are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

j. Amendment. This MOU may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by all parties hereto.

k. Presumption. This MOU or any section thereof shall not be construed against any party due to the fact that the MOU or any section thereof was drafted by said party.


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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding the day and year written above.

CITY OF HAILEY

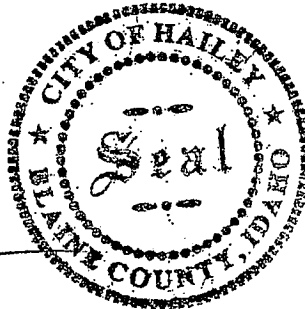
By: 
Fritz X. Haemmerle, Mayor

ATTEST:


Mary Cone
Hailey City Clerk

BLAINE COUNTY DISTRICT NO. 61

By: 
Shawn Bennion, Chair



MEMORANDUM OF UNDERSTANDING/4

State of Idaho
Department of Water Resources

Water Right

37-20831

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

18E



- ⊙ Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.0375 0.075 0.15 Miles



Map produced on July 05, 2016

--8--

Exhibit "A"

--42--

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/23/2019

DEPARTMENT: Police/Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2019-091, authorizing a contract for services with Wood River Fire District by which the City of Hailey would provide fire prevention services to WRFD for FY 2019-20, for an annual amount of \$36,120.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey and WRFD have had a contract for services since May, 2015, by which Hailey provided assistant chief and fire prevention services to WRFD. The budgeted amount for that contract for FY2019-2020 was set at \$92,109, and was set prior to the resignation announcement of Chief Aberbach, who fulfilled the assistant chief duties. WRFD no longer wants assistant chief services from Hailey. Other city staff fulfilled the duties of plans reviews, inspections, and other fire prevention services under the contract.

On September 18, 2019, WRFD voted unanimously to accept a proposal for fire prevention services from the City of Hailey as described in the attached contract, and to authorize the execution of the contract. The cost of the service \$36,120, and Hailey's receipt of that amount would result in 40% of Hailey's budgeted revenue being realized.

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 2019-091, authorizing a contract for services with Wood River Fire District by which the City of Hailey would provide fire prevention services to WRFD for FY 2019-20, for an annual amount of \$36,120.

FOLLOW-UP REMARKS:

9/23/19 - council approved (Need wood river signatures)
~~9/25/19 - took original to Wood River Fire Station~~
 9/26/19 - Wood River pointed out #6 clause about SAFER grant should have been stricken. They will sign & return initialed.
~~10/1/19 - scan~~ 9/30/19 - Received signed agreement from wood river and took to mayor to sign
 10/1/19 - scanned to agreements -
 10/10 - ratified at council mtg.
 --44--

**CITY OF HAILEY
RESOLUTION NO. 2019-091**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAILEY AUTHORIZING
A CONTRACT FOR SERVICES WITH WOOD RIVER FIRE DISTRICT BY WHICH
THE CITY OF HAILEY PROVIDES FIRE PREVENTION SERVICES TO WRFD**

WHEREAS, the City of Hailey desires to enter into an agreement with the Wood River Fire Protection District under which Hailey will perform services to Wood River Fire and Rescue as a consultant Assistant Fire Chief and other staffing services.

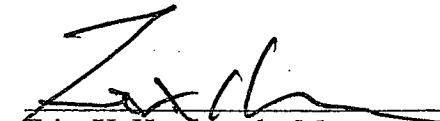
WHEREAS, the contract amount was appropriated as City revenue in the FY 2018-19 Budget. The revenue from this contract covers the cost of direct salaries and benefits paid to employees for performing the work. City overhead is set at 15%, and includes costs for Hailey's staff who perform payroll and accounting services, legal services, risk management, and other services and/or software necessary to perform those services.

WHEREAS, the City of Hailey and Wood River Fire and Rescue 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 authorize a contract for services agreement with Wood River Fire & Rescue for FY 2019-2020, to provide for fire prevention services by City of Hailey staff, for an annual amount of \$36,120, which shall be paid on a monthly basis while the contract is in effect.

Passed this 23rd day of September, 2019.

City of Hailey



Fritz X. Haemmerle, Mayor

ATTEST:



Mary Cone, City Clerk



CONTRACT FOR SERVICES
(Wood River Fire Protection District and City of Hailey)

This Contract for Services ("Contract") is made and entered into this 30th day of September, 2019, by and between the City of Hailey, an Idaho municipal corporation ("Hailey") and the Wood River Fire Protection District, commonly known as Wood River Fire and Rescue, an Idaho political subdivision ("WRFR"). (Hailey and WRFR may individually be referred to as a "Party" and are collectively referred to as the "Parties").

RECITALS

A. WRFR is a rural protection district and a political subdivision in Blaine County, Idaho and has authority to enter into this Contract. The duly elected and acting commissioners of the WRFR are Jay Bailet, Seth Martin and Melanie Nevins.

B. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Contract. Fritz X. Haemmerle is the duly elected Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Contract.

C. The Hailey Fire Marshall and fire prevention/inspection staff have performed fire prevention services under a contract for services since May 1, 2015. The scope of these services is described in Paragraph 1, below. The Parties are agreeable with the services described in Paragraph 1 for the term and consideration as set forth in this Contract.

D. Subject to the terms and conditions of this Contract, the Parties desire to enter into this Contract to provide services to one another. The Parties are authorized to enter this Contract under applicable law, including but not limited to, Idaho Code §§ 31-1417, 31-1430, 50-301 and 67-2332.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. Fire Prevention Services. Hailey shall provide to WRFR services in the area of fire prevention, inspection and investigation from personnel within the Hailey Fire Department. This may include plans review, fire prevention technical assistance, fire investigation from the Hailey Fire Marshall or Hailey Fire Inspector, inspections and prevention education, together with those services set forth in this Agreement.

2. Term. This Contract is effective commencing at 12:01 o'clock a.m. on October 1, 2019, and continuing until midnight September 30, 2020 ("Initial Term"). The term of this Contract shall be automatically extended by the parties for one (1) additional one (1) year term after the Initial Term ("Extended Term") under the same terms and conditions of this Contract unless either Party provides more than thirty (30) days' notice of written notification of its intent to terminate the Contract.

3. Consideration. WRFR shall pay Hailey for the services provided in Paragraph 1 under this Contract the annual sum of thirty-six thousand one hundred twenty five dollars (\$36,120.00), which shall be paid in monthly installments equal to one twelfth (1/12) of the annual sum, or three thousand ten dollars (\$3,010.00), beginning on or before October 10, 2019

and on or before the tenth day of each month thereafter during the term of this contract. In the event that the contract enters into an Extended Term, the Parties agree to evaluate during their future budget cycles the consideration to be paid and services provided and make equitable adjustments to the consideration to be paid in the following fiscal year. In the event WRFR fails to make a monthly payment within fifteen (15) days of the payment due date as provided herein, WRFR shall be responsible for paying the delinquent amount and an additional payment equal to the current rate of return for the State of Idaho Local Government Investment Pool on the delinquent amount for the entire period of the delinquency.

4. Reporting. Hailey and WRFD shall maintain accurate data collection on the services requested by and provided to the Parties. The Parties shall provide reports on a monthly basis or as requested by the Parties.

5. Nature of Relationship and FLSA Exemption. The Parties agree that Hailey is performing Professional fire prevention services under this Contract. WRFR shall not deduct and does not anticipate deduction for other benefits provided to WRFR employees in accordance with WRFR's current collective bargaining agreement. The services to be performed fall largely within the Professional Exemptions under the Fair Labor Standards Act (FLSA) and shall not be considered by WRFR or Hailey for purposes of calculating eligibility for payment of minimum wage or overtime as otherwise required under FLSA. Consistent with the foregoing, 1) control of Hailey personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by Hailey (allegations of misconduct shall be investigated in accordance with applicable personnel policies); 2) all persons rendering service hereunder shall be Hailey employees employed and supervised by Hailey; 3) all liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by Hailey hereunder shall be the responsibility of Hailey; and 4) ownership of equipment purchased by Hailey shall be retained by Hailey.

6. Termination Process. In the event either Party hereto desires to terminate this Contract prior to the expiration date, such Party may do so by giving thirty (30) days advance written notice to the other Party. ~~Within the thirty (30) day period, the Parties shall enter into a separate agreement to carry out the intentions of Paragraph 4. until the final expiration of the FEMA SAFER grant described therein.~~

mmw
F x H
B

7. Insurance Requirements. Each Party shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, that commercial general liability insurance which it has previously acquired independently of this Contract, but which shall provide coverage for the purpose of protecting each other against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the other Party under this Contract. Such policies shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of either Party are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancelable except upon thirty (30) days prior written notice to the other Party.

8. Indemnification.

A. WRFR to Hold Hailey Harmless. WRFR hereby covenants to hold and save Hailey and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against Hailey, its officers, agents, or employees by reason of any acts or failures to act on the part of WRFR, its officers, agents, or employees in the performance of the duties

required by the terms of this Contract.

B. Hailey to Hold WRFR Harmless. Hailey hereby covenants to hold and save WRFR and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against WRFR, its officers, agents, or employees by reason of any acts or failures to act on the part of Hailey, its officers, agents, or employees in the performance of the duties required by the terms of this Contract.

C. Liability Related to WRFR Policies, Rules or Regulations and County Ordinances. In executing this Contract, Hailey and the Hailey Fire Department do not assume liability or responsibility for or in any way release WRFR from any liability or responsibility which arises in whole or in part from the existence or effect of WRFR policies, rules or regulations and county ordinances. Hailey shall use reasonable best efforts, in consultation with the WRFR Fire Chief, to understand and administer WRFR policies or practices as necessary under this Contract. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such WRFR agreement, policy, rule or regulation and county ordinance is at issue, WRFR shall defend the same at its sole expense and, if judgment is entered or damages are awarded against WRFR, Hailey, the Hailey Fire Department, or any combination of these entities, WRFR shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject to inspection, review or audit by Hailey or WRFR during the term of this Contract and three (3) years after expiration or termination, as the case may be, unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

10. Contract Administration.

A. General Provisions. There is no separate legal entity or administrative entity created by this Contract. There is no separate budget or form of joint or cooperative financing authorized or required by this Contract. There is no authorization of or need to acquire, hold, or dispose of real or personal property under this Contract.

B. Contract Administrators. The WRFR Fire Chief and Hailey Fire Chief or their designee(s) shall serve as contract administrators to review contract performance and resolve operational problems or issues hereunder or with regard to the services provided hereunder.

C. Referral of Unresolved Problems. The WRFR Fire Chief and the Hailey Fire Chief shall refer any issue or problem, which cannot be resolved by the fire chiefs, to a designated commissioner designated by the Board of Commissioners of the WRFR and the Hailey Mayor, who shall meet as necessary to resolve such issues.

11. General Provisions.

A. Police Powers. Nothing contained herein is intended to limit the police powers or other powers of Hailey or WRFR. This Contract shall not be construed to modify or waive any law, ordinance, rule, or regulations of WRFR or Hailey, or any subsequent amendment thereof.

B. Amendment. This Contract may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties hereto.

C. Assignment. Neither this Contract nor any portion thereof may be assigned by any party hereto without the prior written consent of the other Party.

D. Default. In the event either Party, its successor and assign, fail to faithfully comply with all the terms and conditions included in this Contract, it shall be in breach of this Contract.

E. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the Parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To WRFR: Wood River Fire and Rescue
117 East Walnut Street
Hailey, ID 83313

To Hailey: City of Hailey
115 Main Street So.
Hailey, Idaho 83333

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

F. Attorney Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Contract, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred, including without limitation on appeal.

G. Entire Agreement/Waiver of Default. The Parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver or breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract.

H. Partial Invalidity. In the event any portion of this Contract shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Contract, or parts hereof, shall remain in full force and effect.

I. Captions. The captions of this Contract are inserted only for the purpose of convenience and in no way define, limit or prescribe the scope or intent of this Contract or any part hereof.

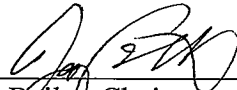
J. No Presumptions. No presumption shall exist in favor or against any party to this Contract as a result of the drafting and/or preparation of this Contract.

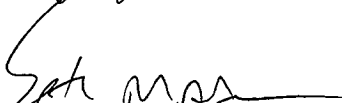
K. Recitals Incorporated. The recitals set forth in this Contract are hereby incorporated herein by reference.

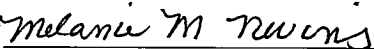
L. No Third Party Beneficiaries. This Contract is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Contract for Services effective on the date and year set forth herein.

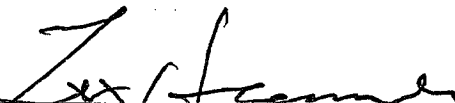
WOOD RIVER RURAL FIRE PROTECTION DISTRICT

By: 
Jay Bailey, Chairman

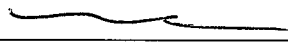
By: 
Seth Martin, Commissioner

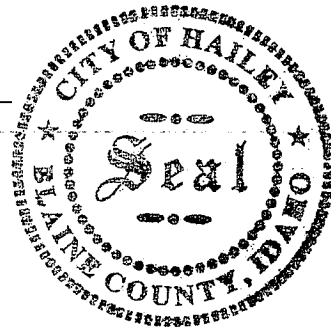
By: 
Melanie Nevins, Commissioner

CITY OF HAILEY

By: 
Fritz X. Haemmerle, Mayor

ATTEST:


Mary Cone, City Clerk



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/2019 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2019-98, authorizing a contract for services with the Chamber for visitor services and events promotion during FY 2019-2020, in an amounts of \$70,250 for the Chamber and \$10,000 for Hailey Ice

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey budgeted \$70,250 to the Chamber, increased from \$67,500 the previous year. The City Council added \$10,000 to be passed through to Hailey Ice, Inc.

New language within the draft contract is highlighted.

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 2019-98, authorizing a contract for services with the Chamber for visitor services and events promotion during FY 2019-2020, in an amounts of \$70,250 for the Chamber and \$10,000 for Hailey Ice.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

**CITY OF HAILEY
RESOLUTION NO. 2019-098**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH THE
CHAMBER FOR VISITORS SERVICES AND EVENTS PROMOTION**

WHEREAS, the City of Hailey desires to enter into an agreement with the Chamber of Hailey and the Wood River Valley (The Chamber) under which The Chamber will perform visitor services and economic development activity utilizing Local Option Tax funds.

WHEREAS, the City of Hailey and The Chamber have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

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

Passed this 10th day of October, 2019.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES

(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this _____ day of October, 2019, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

- A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving a major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;
- B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- C. The voters of Hailey approved Hailey Ordinance Nos. 950 and 1035, which impose a local option tax ("LOT") pursuant to Idaho Code § 50-1044 through June 30, 2030;
- D. Taxes collected pursuant to such ordinances shall be used, among other things, for City promotion, visitor information, special events and economic development;
- E. The Chamber has public relations abilities and is experienced in providing advertising and marketing services for the advancement of the trade, commerce, and industry of the tourism-based economy of Hailey;
- F. The Chamber desires to create a strong economic climate, to provide tourism marketing and to provide the best possible information and service to Hailey area visitors, all of which are consistent with the purposes and findings of Ordinances Nos. 950 and No. 1035;
- G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide general information to and encourage tourists to visit Hailey area by means of marketing and promotion and to participate in lawful activities which promote and enhance the trade, commerce and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well-being of Hailey and its residents and guests;
- H. The Chamber has a focused mission which measurably and substantially promotes and enhances visits of tourists to Hailey for activities generated from its marketing and promotion of programs and events. Hailey Ice, Inc has been identified as an entity whose activities coincide with the mission of the Chamber.
- I. Hailey desires to contract with the Chamber for professional services to provide visitor information and the promotion and marketing of the City, all its businesses and its general business climate, and its special events.
- J. The parties acknowledge and agree that all funds paid to the Chamber under this

Agreement shall be used to provide services for Hailey for the legitimate public purposes of promoting the Hailey area to attract visitors and businesses, providing information about the community for the benefit of visitors and businesses, operating a visitor information center, increasing employment opportunities to the residents of Hailey, enhancing special events for residents and visitors and increasing tax revenues; and

K. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Hailey and the Chamber, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services described herein, Hailey agrees to pay Chamber the maximum sum of \$70,250 plus a \$10,000 allocation for Hailey Ice. Subject to the terms and conditions set forth herein, monthly installments shall be made on or before November 25, 2018, and continuing on the 25th day of each month thereafter until October 25, 2019.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2019, until September 30, 2020.

3. Scope of Services. The Chamber shall provide the following services:

A. Special Events Support and Marketing. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey Area and Hailey businesses in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. The Chamber shall continue to market, promote and advertise special events in Hailey, including but not limited to the following core events: 4th of July/Independence Day Events, Fiddler's of Idaho State Championship, Hailey Hispanic Heritage Fest, Trailing of the Sheep, Wood River Studio Tour, Halloween Hoopla, Turkey Trot and a Hailey Holiday/Tree Lighting. Other possible events include Arborfest, Sheeptown Drags, 5-B Father's Day Bash and Wood River Valley Harvestfest. The Chamber and City shall conduct fundraising with the intent to raise funds in the amount of \$15,000 per year for the purpose of the July 4th Fireworks display. The Chamber shall actively strategize the development of new events and/or the expansion of existing events. The Chamber shall coordinate existing and/or new events in other organizations in Blaine County to avoid scheduling conflicts.

Action Items:

- i. Press Releases to local and regional publications.
- ii. Social Media postings and event calendar listings.
- iii. Website updates pertaining to events listings and calendaring.
- iv. Continue to improve the content of website and search engine optimization.
- v. Local and regional advertising.

- vi. Hailey Special Events – coordinate with local businesses and City to produce, improve and market local events.
- vii. Develop a multi-media approach to Hailey area marketing.
- viii. Plan, coordinate and implement an annual 4th of July Parade .
- ix. Conduct an annual fund raising campaign for the 4th of July fireworks display and coordinate this with the City of Hailey.

Reporting items:

- i. Report press communications.
- ii. Number and type of press releases.
- iii. Number and placement of ads.
- iv. List of events supported by the Hailey Chamber.
- v. Number of attendees of each event held.
- vi. Number of sponsors.
- vii. Number of volunteer hours.
- viii. Chamber costs for promoting, marketing, and producing July 4th activities.
- ix. Detailed financial report of fireworks fund raising.

B. Visitor Services. The Chamber shall staff and operate the City of Hailey Welcome Center and provide visitor services. The Welcome Center shall be staffed with persons knowledgeable about events, attractions and business services available in Hailey and the Wood River Valley. The Chamber shall provide visitor information such as the Chamber Membership Directory and Community Guide, maps and brochures as well as providing electronic and verbal information to the visitor. The Welcome Center is designed to promote the Hailey area as a destination for visitors.

The Chamber shall use LOT funds to leverage other public and private funds for the purpose of marketing Hailey as a visitor destination. The Chamber shall coordinate its activities with other visitor promotional entities. Under a lease with Hailey, the Chamber shall occupy space at the Welcome Center. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall offer information and answer all inquiries from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public.

Action Items:

- i. Staff the Welcome Center a minimum of 35 hours per week.
- ii. Provide Hailey City Hall hours of operation schedules.
- iii. Provide access to information through the Welcome Center, print and electronic means.
- iv. Provide referrals to Hailey businesses.
- v. Apply to the Idaho Travel Council for funds to market Hailey and Hailey events.
- vi. Promote and advertise special rates and discounts offered to visitors.
- vii. Promote Hailey Ice, Inc by direct pass through of \$10,000 or in-kind services requested of the Chamber by Hailey Ice, Inc.
- viii. Produce current visitor informational pieces and relocation packets, including downtown visitor's guide.

Reporting Items:

- i. Costs to maintain Visitors Center.
- ii. Track visitor inquiries,
- iii. Track number of visitors to Visitors Center.
- iv. Hailey Ice will report programs and visitors, number of events and zip codes of participants and spectators directly to the City of Hailey.
- v. Track location and distribution volume of brochure distribution points.
- vi. Track number of web visitors.

C. Town Improvement. The Chamber shall cooperate with the City of Hailey in planning, promoting and implementing improvements to the City and the business district. Improvements may include but not be limited to: beautification, signage, development of a town square and development of visitor attractions and amenities.

Action Items:

- i. Support flower basket placement at businesses and along the light posts on Hailey's Main Street.
- ii. Coordinate holiday tree lighting, ensuring that designated town tree is decorated with lights and tree lighting event is scheduled to enhance Hailey business activity.
- iii. Participate in efforts by the City to locate and develop a Hailey Town Square.
- iv. Participate in efforts to improve Main Street and the business district.

Reporting Items:

- i. Report number of businesses who participate in flower program by decorating their storefronts, doorways and windows.
- ii. Report number of attendees at holiday tree lighting event.

D. Business Development. The Chamber shall promote entrepreneurship and business development within the City of Hailey, actively publicizing available business resources such as workshops, financial resources, business planning and marketing. The Chamber will coordinate with local, state and federal resources in providing this service.

Action Items:

- i. Develop workshops and seminars designed to support local businesses.
- ii. Coordinate with the Small Business Administration and Small Business Development Center to assist local business in accessing services..
- iii. Promote Small Business Saturday and Small Business Week in the City.
- iv. Develop Hailey retail and restaurant committees to encourage cooperation among these businesses.
- v. Assist businesses with ribbon cuttings and grand openings

Reporting Items:

- i. Number of workshops and seminars held.
- ii. Number of referrals made to SBA and SBDC.
- iii. Number of ribbon cuttings and grand openings

4. Budget, Annual Work Plan, Reports and Availability of Records.

A. Budget. The Chamber's final operating budget for the fiscal year 2019/2020, showing income, expenses and particular fund balances is attached as **Exhibit "A."**

B. Quarterly Reports. The Chamber shall submit a written quarterly performance report to the Hailey City Council on the services provided hereunder, as well as an accounting of the actual expenditures of Hailey funds in relation to the Budget. In addition, after the submittal of the second and fourth quarterly written report, the Chamber shall present its half-year and final performance report to the Hailey City Council at the next regular City Council meeting.

C. Monthly Reports. The Chamber shall provide Hailey a monthly report of a) all written and oral inquiries received, b) all information distributed, c) the Chamber's activities and expenditures related to the LOT, d) a listing of the vendors providing services and/or materials, e) the amount of each LOT expenditure during the term of this Agreement with the expenditures allocated to events and approved budget line items, and f) the number of hours for employees devoted to special event administration and visitor center staffing along with the hourly wages and benefits for the employee, beginning on November 15, 2019, and continuing on the fifteenth business day of every month thereafter until October 15, 2020. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving monthly payments.

D. Financial Accounting and Reporting Requirements. The Chamber shall submit to Hailey a year-end financial statement which shall be prepared in a format that details the expenditure of Hailey funds paid to the Chamber under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of the Chamber, including but not limited to checks and check registers, for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Chamber shall remit the disallowed amount to Hailey within 30 days of notification by Hailey of such improper expenditures.

E. General Requests. Upon request, and within a reasonable time period, the Chamber shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.

F. Retention of Records. The Chamber agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Hailey, at its own expense, may review or audit the financial transactions undertaken by the Chamber under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Chamber.

5. Monthly Payments. To receive payments for the services described in paragraphs 3(A),(B) and (C) of this Agreement, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. The monthly sum to be paid to the Chamber shall not exceed the actual costs described in these reports, and aggregately shall not exceed the contract amount of

\$70,250 + \$10,000 for Hailey Ice. In the event local option tax receipts allocated to the consideration described in Paragraph 1 of this Agreement during the City's fiscal year 2018/19 are less than that fiscal year's budgeted amount, Hailey may reduce monthly payments to ensure local option taxes received can reimburse the Chamber for expenses. Hailey's decision as to whether sufficient local option taxes are available shall be accepted by Chamber and shall be final.

6. Record of Funds. In order to insure proper financial accountability, the Chamber shall to the extent possible, comply with Idaho Code § 18-5701, as amended, including but not limited to maintaining accurate records and accounts of all funds received from Hailey, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Chamber by Hailey shall be expended solely for operations and activities in conformance with this Agreement. Any funds paid to the Chamber by Hailey expended for salaries shall only be paid to employees at the regularly scheduled payroll payments and shall not be paid as payroll advances. Further, no such funds shall be transferred, spent, loaned or encumbered for other Chamber activities or purposes other than for operations and activities in conformance with this Agreement.

7. Default and Remedies. If either the Chamber or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. 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. The Chamber shall not be held responsible for funds allocated to Hailey Ice.

8. 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	Hailey Chamber of Commerce
115 Main Street So.	P.O. Box 100
Hailey, Idaho 83333	Hailey, Idaho 83333

All notices of changes of addresses shall be sent in the same manner.

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Chamber's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Chamber shall submit a report of expenditures to Hailey. Any Hailey funds not encumbered for authorized expenditures at the date of termination shall be refunded to Hailey within twenty (20) days.

C. Independent Contractor. Hailey and Chamber hereby agree that the

Chamber shall perform the Services exclusively as an independent contractor and not as employee or agent 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. Chamber, 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. Chamber shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Chamber under this Agreement and for Chamber's payments for work performed in performance of this Agreement by Chamber, its agents and employees; and Chamber hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, including without limitation any penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance with Laws/Public Records. Chamber, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Chamber of any obligation or responsibility imposed upon Chamber by law. Without limitation, Chamber hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Chamber for Hailey, regardless of physical form or characteristics may be public records pursuant to Idaho Code §§ 9-337 *et seq.* The Chamber further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Chamber shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

E. Non-Assignment. This Agreement may not be assigned by or transferred by the Chamber, in whole or in part, without the prior written consent of Hailey.

F. Hold Harmless Agreement. The Chamber shall indemnify, defend and save and hold harmless Hailey, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Hailey funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Chamber.

G. 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.

H. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

I. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

J. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

K. 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.

L. 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.

M. 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.

N. 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.

O. Conflict of Interest. No officer or director of the Chamber who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Chamber shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

CITY OF HAILEY

HAILEY CHAMBER OF COMMERCE

Fritz X. Haemmerle, Mayor

Todd Hunter, President

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/2019 DEPARTMENT: Admin DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2019-99, authorizing a Lease Agreement with the Chamber for use of the Welcome Center for visitor services **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The proposed language in the lease is the same as previous years, with the addition of highlighted language in the section pertaining to the Werthheimer sign in Section 8, at the bottom of the fourth page of the lease. This language was added at the request of the Chamber. Chamber officials wrote to us saying:

“There are numerous weeks throughout the year when there are no listed applicable uses for the reader board. Also, Hailey-based businesses and non-profits occasionally hosts events outside the city limits that directly advance the commercial, financial, tourism, industrial, civic and social interest of the City and its workforce. (For example, see: NAMi or Wood River Land Trust fundraising events or Sawtooth Brewery or Sun Valley Auto Club commercial events). To helpful fill those gaps, and to support businesses and non-profits that pay taxes to the City and employ Hailey citizens, and to help assure the board is as impactful as possible, we suggest adding a 5th usage:

5) To market any events that directly advance the commercial, financial, tourism, industrial, civic and social interest of any Hailey-owned businesses or non-profits within the Wood River Valley that do not directly compete with any of the uses listed in 1-4.”

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2019-99, authorizing lease agreement with *the Chamber of Hailey and the Wood River Valley* for use of the Welcome Center for \$1 per year to provide visitor services.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

**CITY OF HAILEY
RESOLUTION NO. 2019-99**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE WITH HAILEY CHAMBER OF
COMMERCE**

WHEREAS, the City of Hailey desires to enter into a lease agreement with the Hailey Chamber of Commerce (Chamber) under which Chamber will occupy the Welcome Center Building owned by the City of Hailey.

WHEREAS, the City of Hailey and Chamber have agreed to the terms and conditions of the Lease, 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 Lease between the City of Hailey and Hailey Chamber of Commerce and that the Mayor is authorized to execute the attached Agreement,

Passed this 10th day of October, 2019, with an effective date of October 1, 2019.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

LEASE

(Hailey Chamber of Commerce)

This Lease is made this ____ day of October, 2019, by and between **CITY OF HAILEY**, a municipal corporation ("Lessor") and **HAILEY CHAMBER OF COMMERCE, INC.**, an Idaho non-profit corporation ("Lessee").

RECITALS

A. The Lessor is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle 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. Todd Hunter is the duly elected and acting president of the Lessee. The president of the Lessee is authorized to execute this Lease.

C. Lessor owns real property located at 781 South Main Street, Hailey, Idaho, known as the Welcome Center. The Lessee will lease a portion of the Welcome Center, as depicted on attached **Exhibit "A"** ("Premises").

D. Pursuant to Idaho Code § 50-1409, the Lessor 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 commence on October 1, 2019 ("Commencement Date") and expire, unless sooner terminated, at midnight on September 31, 2020 ("Lease Term"). Lessee shall be entitled to possession of the Premises from and after the Commencement Date.

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 One Dollar (\$1.00) per year.

3. **Use of Premises.** The Lessee may use the Premises for purposes which advance the commercial, financial, travel, tourism, industrial, civic and social interests of the City of Hailey. Lessee shall operate and use the Premises in a safe, reasonable and prudent manner, and offer information about the City of Hailey to the public during the Lease Term. To the extent

economically feasible, Lessee shall occupy and use the Premises on a full-time, continuous and year-round basis during the Lease Term. Lessee shall use its best efforts to offer affordable information to the public, provided, however, that Lessee shall be entitled to charge usage fees to cover the costs of overhead of the Premises. Lessee may use the premise or its exterior for an Automatic Teller Machine (ATM), and Lessee shall be fully responsible for the security and operations of the ATM. Lessee and its guests, invitees, employees and agents may use the parking area adjacent to the Premises, which may be regulated by Lessor so that parking may be restricted or used exclusively by users other than users of the Premises, in whole or in part, during times of use of the adjacent multi-use arena or skate park (e.g., Fourth of July Rodeo); provided such restrictions shall be communicated to Lessee not less than thirty (30) days in advance of any event and shall be designed so as not to significantly impact the operations of Lessee's operations. Lessee acknowledges that the parking area adjacent to the Premises shall be unavailable for approximately one week each year in conjunction with the Fourth of July rodeo event. 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 building in which the Premises are situated 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 or the building of which the Premises form a part.

4. **Security Deposit.** Lessee shall pay as a security deposit the sum of one thousand and no/100 Dollars (\$1,000.00) ("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. 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 it, 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, and after Lessee has vacated the Premises.

5. **Utilities.** Lessee shall pay Lessor 50% of charges for electricity, gas, water, security/alarm system, sewer, and trash, rendered or supplied upon or in connection with the Premises. Lessee shall pay Lessor 75% of charges for communication services such as cable utility and wireless services. The Lessor shall forward the utility charges to the Lessee and the Lessee shall pay Lessor its share of utility charges within 30 days of the receipt of the utility charges. Lessee shall enter into its own direct contracts for phone utilities service, and shall be solely responsible for 100% of the costs directly associated with those utility expenses 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 Section 6-901 et seq.*).

b) **Workerman'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 during the Lease Term.

c) **Fire and Casualty Insurance.** During the Lease Term, Lessor shall provide and maintain fire and casualty coverage insurance for the Premises. Lessee shall reimburse Lessor for the annual cost of such insurance covering the Premises, which the parties agree is Seventy Five Dollars and No Cents (\$75.00), which is approximately 25% of the costs of such insurance for the Welcome Center. Lessee shall pay Lessor cost of such insurance on or before the Commencement Date. The cost of such insurance shall be considered additional rent. In the event the Premises are partially or totally destroyed or damaged by fire or other casualty covered by the Lessor's insurance, the Lessee shall pay Lessor any deductible then due under the Lessor's insurance policy within thirty (30) days of receipt of the bill for the deductible.

d) **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.

e) 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 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.

a) Lessee's Obligations. Lessee shall, at its sole cost and expense, keep and maintain the interior of the Premises (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair, remove all rubbish and refuse therefrom, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken, during the Lease Term. If, after thirty (30) days written notice, Lessee fails to maintain the interior of 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.

b) Lessor's Obligations. Lessor shall, at its sole cost and expense, keep and maintain the restrooms within the Welcome Center, the remainder of the Welcome Center not comprising the Premises, and the public grounds adjacent to the Welcome Center in good order, condition and repair, and remove all snow, rubbish and refuse therefrom, in accordance with the Lessor's policies in effect at the time of removal. Maintenance shall include window-washing twice per year, and power-washing the building exterior once per year.

8. Maintenance of Information Displayed on Werthheimer Park Sign. Lessee shall, at its sole cost and expense, maintain current and accurate event information upon the Werthheimer Park sign located at the vehicular entrance to the Premise. Events shall be displayed in the following order of priority: 1) events to occur at the Werthheimer Park, 2) events of regional interest to occur within the City of Hailey, 3) events of community interest to occur within the City of Hailey, 4) events of community interest to occur within the facilities of the Blaine County School District, and 5) events that directly advance the commercial, financial, tourism, industrial, civic and social interest of any Hailey-owned businesses or non-profits within the Wood River Valley that don not directly compete with any of the uses listed in 1-4.

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 exterior or impacting the use or function of the interior 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. Notwithstanding any provision in this Lease to the contrary, any floor covering that is cemented or otherwise affixed or annexed to the floor of the Premises shall become the property of Lessor at the end or sooner termination 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 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 and the Premises are fully insured and covered under full standard extended risk insurance, the Premises shall be repaired or rebuilt as speedily as possible at the expense of Lessor with the insurance proceeds. Should there be a substantial interference with Lessee's activities due to such damage or destruction, the parties agree that there shall not be any abatement of rent while the Premises are repaired or rebuilt.

b) 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 but the Premises are not fully insured and covered under full standard extended risk insurance, 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 while the Premises are repaired or rebuilt.

c) Lessor's and Lessee's Work if Premises Rebuilt. If Lessor should elect or be obligated to repair or rebuild because of any damage or destruction, Lessor's obligation shall be limited to the basic building and interior work 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) vacating or abandonment of the Premises;

(iv) 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;

(v) 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.

(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. Thereafter and for any other potential subtenant, Lessee may only sublet the Premises or any part thereof upon the prior written approval by the Lessor, in the sole discretion of Lessor, of the prospective sublessee; however, Lessee shall remain primarily liable for the obligations arising from this Lease. For the purposes of this paragraph, sublet shall mean a long term lease between the Lessee and a sublessee, not an agreement to use a portion of the Premises for a limited time such as the use of ice time.

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 or the building of which the Premises form a part, 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, broom clean, 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, 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: Hailey Chamber of Commerce, Inc.
PO Box 100
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. LEED Certification. The Lessor and Lessee acknowledge that Lessor received LEED certification and Lessor wishes to maintain that LEED certification. To maintain that certification, the Lessee shall i) prohibit smoking within the building and 25 feet of any exterior entrance to the building, ii) use the preferred parking space, directly to the east of the Welcome Center which shall be limited to low emitting and fuel efficient vehicles (full electric, hybrid and biodiesel vehicles only) belonging to occupants or visitors of the Welcome Center, iii) recycle any and all commodities which are recycled by the solid waste franchise holder within Hailey, iv) operate HVAC and system controls within the programmed temperature ranges, determined by the Lessor and Lessee, v) use natural ventilation instead of air conditioning whenever possible, ensuring that all windows and doors remain closed, provided that when the Welcome Center is unoccupied and when an event, including but not limited to a rodeo, produces smoke, odors, dust or dirt that may enter the building through an open door or window as a result of its close proximity to the arena, the windows and doors shall remain closed, vi) use only products that have been certified by Green Seal's GS-42, Green Seal Environmental Standard for Cleaning Services (see list of products listed at <http://www.greenseal.org/findgreensealproductsandservices.aspx>), vii) participate in a building occupant survey regarding lighting and temperature controls and review operation of these controls within 10 month of occupancy, and viii) enter and exit through the single door, located on the eastern end of the south side of the Welcome Center, not through the wooden doors (the wooden doors should be utilized for Welcome Center visitors).

To maintain the LEED certification, the Lessor shall i) replace exterior LED and interior LED track lights with equivalent wattage LED lights, and ii) replace interior fluorescent, low mercury, linear tube lights, with equivalent wattage low mercury bulbs (mercury content not to exceed an average mercury content of 45.18 picograms per lumen).

20. Exhibit Space and Meeting Room. Lessor and Lessor acknowledge that historic and interpretative exhibits will be placed within the Welcome Center, shown as the "Exhibit Space" on **Exhibit "A."** During Lessee's hours of operation, Lessee shall, to the extent possible, maintain a secure environment in the Exhibit Space. During Lessee's hours of non-operation, Lessee shall activate alarm system, and shall keep confidential to Lessee alarm codes. In the event of any damage to or theft of an exhibit, Lessee shall immediately report the damage or theft to the Lessor. In addition, Lessor and Lessee acknowledge that Lessee will have non-exclusive access to the Meeting Room, as shown on **Exhibit "A."** In the event of a conflict in the use of the Meeting Room between Lessor and Lessee, Lessee shall have priority to use the Meeting Room.

21. 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) 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 ____ day of October, 2019.

LESSOR:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

LESSEE:

HAILEY CHAMBER OF COMMERCE INC., an Idaho non-profit corporation

By: _____
Todd Hunter, its President

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/19

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT: Motion to adopt Resolution 2019-100, authorizing Pay Estimate No. 1 in the amount of \$331,811.45, for work completed on the Myrtle St. Connector **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In accordance with the contract documents, Idaho Materials and Construction has submitted Pay Estimate No. 1 for the Myrtle St. Connector. The City's Public Works director, Civil Science and LHTAC have reviewed the pay estimate, and confirmed that all quantities and materials included in the pay estimate have been received.

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"/> Engineer | <input checked="" type="checkbox"/> Public Works | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2019-100, authorizing Pay Estimate No. 1 in the amount of \$331,811.45, for work completed on the Myrtle St. Connector **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2019-100**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING PAY ESTIMATE NO. 1 IN THE AMOUNT OF \$331,811.45 TO IDAHO
MATERIALS AND CONSTRUCTION, FOR THE MYRTLE ST. CONNECTOR.**

WHEREAS, the City of Hailey has a contract with Idaho Materials and Construction in the amount of \$609,719, for the Myrtle St. Connector,

WHEREAS, the contractor has submitted Pay Estimate No. 1 in the amount of \$331,811.45,

WHEREAS, Pay Estimate No. 1 has been reviewed and approved by the Public Works Director, Civil Science, and LHTAC,

WHEREAS, the City of Hailey agrees with Pay Estimate No. 1, 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 Pay Estimate No. 1 and that the mayor is authorized to sign Pay Estimate No. 1.

Passed this 10th day of October, 2019.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



Contractor's Application for Payment No. 1

Application Period: <u>6/11/19 - 9/16/19</u>	Application Date: <u>9/13/2019</u>
From (Contractor): <u>City Of Halley</u>	Via (Engineer): <u>Civil Science</u>
Contract: <u>Project No. A020(137) Key No. 20137</u>	Engineer's Project No.:
Contractor's Project No.: <u>144101</u>	

Application For Payment
Change Order Summary

Approved Change Orders	Additions	Deductions	
Number <u>1</u>	\$100,798.00	\$205,140.00	
TOTALS	\$100,798.00	\$205,140.00	
NET CHANGE BY CHANGE ORDERS	-\$104,342.00		

1. ORIGINAL CONTRACT PRICE.....	\$ 5714,061.80
2. Net change by Change Orders.....	\$ -5104,342.00
3. Current Contract Price (Line 1 + 2).....	\$ 609,719.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 5349,375.21
5. RETAINAGE:	
a. 5% X \$249,275.21 Work Completed.....	\$ 517,463.76
b. X Shared Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 517,463.76
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 331,811.45
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$ 331,811.45
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 277,957.55

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise used in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of \$ 331,811.45
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jake W. Southwick (Engineer) 2019.10.02 15:29:04 (Date)

Payment of \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: [Signature] 10/02/2019
Pending or Financing Entity (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Project No. A020(137) Key No. 20137		Application Number: 1								
Application Period:		Application Date:		Application Date:								
Bid Item No.	Item Description	Contract Information			B		C	D	E	F		
		Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed				Value of Work Installed to Date	Materials Presently Stored (out in C)	Total Completed and Stored to Date (D+E)
1	D01 (1) Saw Cut Asphalt	2660	LF	\$0.90	\$1,854.00	1854	\$1,668.60			\$1,668.60	90.0%	\$185.40
2	D01 (2) Remove And Dispose Of Asphalt	4962	SF	\$2.20	\$10,916.40	4463.3	\$9,824.76			\$9,824.76	90.0%	\$1,091.64
3	D02 Remove And Dispose Of Concrete	955	SF	\$8.20	\$7,831.00	95.3	\$783.10			\$783.10	10.0%	\$7,047.90
4	D03 Grub Site	3934	SY	\$9.00	\$35,406.00	3540.6	\$31,865.40			\$31,865.40	90.0%	\$3,540.60
5	D04 Excavate Area For Wall Construction	820	CY	\$21.00	\$17,220.00	613	\$12,915.00			\$12,915.00	75.0%	\$4,305.00
6	D05 Obsolete Pavement Marking	244	SF	\$3.80	\$927.20							\$927.20
7	C01 Asphalt Repair (includes Sub Gravel, Base Prep And Minor Lm)	384	SY	\$64.50	\$24,768.00							\$24,768.00
8	C02a 6" Concrete Vertical Curb And Curb (includes Subgrade base)	200	LF	\$45.05	\$13,064.50							\$13,064.50
9	C02b Concrete Curb Truncation (includes Subgrade base Preparation)	55	LF	\$54.00	\$2,970.00							\$2,970.00
10	C02c 6" reveal (concrete curb And (curb) includes Subgrade base)	30	LF	\$48.00	\$1,440.00							\$1,440.00
11	C03 (1) Concrete Sidewalk/ADA (includes Subgrade base Prep)	95	SY	\$80.00	\$7,600.00							\$7,600.00
12	C03 (2) Concrete Sidewalk/ADA (compliant Ramp) includes Subgr	3	EACH	\$2,400.00	\$7,200.00							\$7,200.00
13	C04a White Pavement Striping (12" Wide)	24	LF	\$1.90	\$45.60							\$45.60
14	C04b White Pavement Striping (6" Wide)	1816	LF	\$0.50	\$908.00							\$908.00
15	C04c White Pavement Striping (4" Wide)	1405	LF	\$0.60	\$843.00							\$843.00
16	C04d White Pavement Striping Crosswalk/Stop Bar (24" Wide)	230	LF	\$3.80	\$874.00							\$874.00
17	C04e White Yield Line Markings	29	SF	\$3.80	\$110.20							\$110.20
18	C04f Green Intersection Marking	31	EACH	\$198.00	\$6,138.00							\$6,138.00
19	C04g Yellow Pavement Striping (4" Wide)	554	LF	\$0.50	\$277.00							\$277.00
20	C05 (a) Asphalt Pedestrian Path 18" Wide, 5' Buffer (includes Subg	2630	SY	\$37.00	\$149,100.00	2367	\$134,919.00			\$134,919.00	80%	\$14,991.00
21	C05 (b) Asphalt Runable Strip	845	LF	\$4.30	\$3,632.50							\$3,632.50
22	C06 Cast Iron Truncated Domes Detectable Warning Inset (10" W)	20	EACH	\$1,450.00	\$29,000.00							\$29,000.00
23	C07 Connection To Existing Drywell	1	EACH	\$2,150.00	\$2,150.00	1	\$2,150.00			\$2,150.00	100%	
24	C08 Holey Drywell	8	EACH	\$3,000.00	\$24,000.00	8	\$24,000.00			\$24,000.00	100%	
25	C09 Catch Basin	11	EACH	\$3,050.00	\$33,550.00	10	\$30,500.00			\$30,500.00	91%	\$3,050.00
26	C10 Install 12" ADS N-12 Storm Drain Pipe	430	LF	\$59.00	\$25,370.00	400	\$23,600.00			\$23,600.00	92.8%	\$1,770.00
27	C11 Bollard	2	EACH	\$720.00	\$1,440.00							\$1,440.00
28	C12 Concrete Collar	6	EACH	\$396.00	\$2,376.00							\$2,376.00
29	C13 Reset Utility Box Lid Elevation	3	EACH									
30	C14 Remove, Retain And Relocate Sign	6	EACH	\$300.00	\$1,800.00							\$1,800.00
31	C15 Remove And Replace Curbwalk Sign (color Powered White)	1	LS	\$1,505.05	\$1,505.05							\$1,505.05
32	C16 Remove, Retain And Reset Mailbox	1	EACH	\$405.00	\$405.00							\$405.00
33	C17 Grassy Block Retaining Wall	1	LS	\$17,394.45	\$17,394.45							\$17,394.45
34	C18 Rubber Curb Stop (6.0L X 0.5W)	3	EACH	\$175.00	\$525.00							\$525.00
35	C19 Fog Coat (see SPWC Section 813)	125	SY	\$2.40	\$300.00							\$300.00
36	Install 12" C900 PVC Water Main	272	LF	\$92.50	\$25,160.00	280	\$25,900.00			\$25,900.00	102.9%	-\$740.00

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 EICDC® C-620 Contractor's Application for Payment
 Page 1 of 2

Handwritten initials and date: [Signature] 10/12

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Project No. A020(137) Key No. 20137		Application Number: 1							
Application Period:		Application Date:									
Bid Item No.	Item Description	Contract Information			F						
		Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F/B)	Balance to Finish (B-F)
37	12" Stainless Steel Flapping Saddles W/Thrust Block	3	EACH	\$5,480.00	\$16,440.00					\$16,440.00	
38	12" Gate Valve W/Thrust Block	2	EACH	\$3,400.00	\$6,800.00					\$6,800.00	
39	12" 90-degree Bends W/Thrust Block	2	EACH	\$1,300.00	\$2,600.00	4	\$5,200.00		200.0%	-\$2,600.00	
40	12" 45-degree Bends W/Thrust Block	2	EACH	\$1,250.00	\$2,500.00					\$2,500.00	
41	12" Cap W/Thrust Block	2	EACH	\$1,100.00	\$2,200.00					\$2,200.00	
42	Coordinate Relocation Of Phase Line (relocation By Others)	1	LS	\$1,400.00	\$1,400.00	1	\$1,400.00		100.0%		
43	Coordinate Relocation Of Gas Service (relocation By Others)	1	LS	\$1,400.00	\$1,400.00	1	\$1,400.00		100.0%		
44	Coordinate Relocation Of Fiber Optic Line (relocation By Others)	1	LS	\$1,400.00	\$1,400.00	1	\$1,400.00		100.0%		
45	Traffic Control	1	LS	\$82,135.10	\$82,135.10	0.5	\$41,067.55		50.0%	\$41,067.55	
46	Erosion Control Inlet Protection Devices (per IDBQ BMP #31)	7	EACH	\$974.00	\$6,818.00	0.7	\$681.80		10.0%	\$6,136.20	
Totals							\$349,275.21		\$349,275.21	57.3%	\$166,443.79

(Signature)
10/2

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/2019

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2019-101, authorizing the mayor's signature on Change Order No. 4, comprised of additional minor work for an increase of \$4,351.57, and extending the contract time on the Myrtle St. Connector **ACTION ITEM**

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Change Order No. 4 includes the following additional contract work:

- Water service blue board insulation
- Irrigation box modifications
- Hydroseeding for erosion control
- Fiber wattle for erosion control
- Utility relocation

The contract price increases by \$4,351.57 due to the above items. Additional time is required to complete the work; the change order extends the final completion date to November 1, 2019.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2019-101, authorizing the mayor's signature on Change Order No. 4, comprised of additional minor work for an increase of \$4,351.57, and extending the contract time on the Myrtle St. Connector **ACTION ITEM**

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2019-101

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY,
AUTHORIZING THE MAYOR'S SIGNATURE ON CHANGE ORDER NO. 4 WITH
IDAHO MATERIALS AND CONSTRUCTION, FOR ADDITIONAL MINOR WORK
AND TO EXTEND THE CONTRACT TIME ON THE MYRTLE ST. CONNECTOR**

WHEREAS, the City of Hailey has requested that the contractor perform additional minor work to complete the Myrtle St. Connector,

WHEREAS, the contract price increases by \$4,351.57 due to the additional work,

WHEREAS, Idaho Materials and Construction requires a contract time extension to November 1, 2019, to complete the additional work,

WHEREAS, the City of Hailey and Idaho Materials and Construction agree to the terms and conditions of Change Order No. 4, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves Change Order No. 4 between the City of Hailey and Idaho Materials and Construction, and authorizes the mayor's signature on the attached document.

Passed this 10th day of October, 2019.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Change Order

No. 04

Date of Issuance: 10/10/2019

Effective Date: 10/10/2019

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

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

This change order addresses additional work and corresponding time required for the project.

Description:

The water service for the property at 417 E (Sta 27+60 LT) has potential to freeze due to the shallow depths under the proposed new path. Install blue board insulation in 4'x8' sheets over the water service at this location at a depth of approximately 2 ft. Final installation to be approved by the Engineer or City upon installation. This work includes all labor, equipment, and materials required to perform the installation as approved by the Engineer and/or City. This work will be paid on a lump sum basis as agreed in the bid item list below.

The irrigation box at station 10+55 LT (Not shown in plans) is to be replaced with a traffic rated steel box. The construction and design of the box is to be approved by the Engineer and City prior to construction and installation. All materials are to meet the Buy America requirements as identified in the contract. All labor, equipment, and materials required to perform this work will be paid by the each as identified in the agreed bid item list below.

The existing material near and behind the retaining wall (Sta 25+50 LT to Sta 28+50 LT) requires stabilization. The existing soil is to be seeded with an approved seed mix and hydroseed mixture after all the earth work has been completed at that location. The seeding is to occur no earlier than October 14, 2019. Two rows of approved biodegradable weed free fiber wattle is to be installed along the hillside at that location. Final placement to be approved by the Engineer and/or City. The work of hydroseeding and fiber wattle to be paid as agreed in the bid item list below.

During the waterline installation a utility conflict occurred requiring additional work by the Contractor. The work of relocating this utility (CenturyLink) was agreed to in the field by the City to prevent additional delay to the project. This work is to be paid as a lump sum shown in the agreed bid item list below.

Additional time is required for this work. An additional 7 working days will be added to complete substantial completion of this work. Due to the hydroseeding that will occur in October the Final completion date for all work to be ready for final payment will be extended to November 1, 2019.

ESTIMATE OF EXTRA WORK AT AGREED PRICES

50	Blue Board Install (C04)	1.00 LS	@	\$1,055.00 /LS	=	\$ 1,055.00
51	Irrigation Box (C04)	1.00 EACH	@	\$1,212.75 /Each	=	\$1,212.75
52	Hydroseeding (C04)	9,000.00 SF	@	\$0.17 /SF	=	\$1,530.00
53	Fiber Wattle (C04)	194.00 FT	@	\$0.78 /FT	=	\$151.32
54	Utility Relocation (CenturyLink) (C04)	1.00 LS	@	\$402.50 /LS	=	\$402.50
						TOTAL ESTIMATED INCREASE = \$ 4,351.57

2010 ISPWC 00941

Change Order for The City of Hailey, Idaho Myrtle Street Path Connection Project

Page 1 of 2

Attachments (list documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 714,061.00

Contract Price prior to this Change Order

\$ 609,719.00

Increase of this Change Order:

\$ 4,351.57

Contract Price incorporating this Change Order:

\$ 614,070.57

Original Contract Times: Working days Completion date

Substantial completion (days or date): 8/09/2019

Ready for final payment (days or date): 8/20/2019

Contract Times prior to this Change Order:

Substantial completion (days or date): 8/30/2019

Ready for final payment (days or date): 9/09/2019

Increase of this Change Order:

Substantial completion (days or date): 9/24/2019

Ready for final payment (days or date): 11/01/2019

Contract Times with all approved Change Orders:

Substantial completion (days or date): 9/24/2019

Ready for final payment (days or date): 11/01/2019

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Name: Jake Southwick
Print Name

Date: 10/02/2019

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Name: _____
Print Name

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Name: Clint Kistler
Print Name

Date: 10/2/2019

Date: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/19

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2019-102, authorizing Pay Estimate No. 1 in the amount of \$42,681, for work completed on the Della View Drainage Improvements project **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In accordance with the contract documents, Skyline Excavation and Grading has submitted Pay Estimate No. 1 for the final phase of the 2018-funded Della View Drainage Improvements project. The City's Public Works director has reviewed the pay estimate, and confirmed that all quantities and materials included in the pay estimate have been received.

The work planned under the agreement is 100% complete. The amount requested in Pay Estimate No. 1 is \$42,681, which closes out the 2018-funded project.

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"/> Engineer | <input checked="" type="checkbox"/> Public Works | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2019-102 authorizing Pay Estimate No. 1 in the amount of \$42,681, for work completed on the Della View Drainage Improvements project **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2019-102**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING PAY ESTIMATE NO. 1 IN THE AMOUNT OF \$42,681, TO SKYLINE
EXCAVATION & GRADING, FOR WORK COMPLETED ON THE DELLA VIEW
DRAINAGE IMPROVEMENTS PROJECT.**

WHEREAS, the City of Hailey has a contract with Skyline Excavation & Grading in the amount of \$42,681, for the 2018-funded Della View Drainage Improvements project,

WHEREAS, the contractor has completed 100% of the work, resulting in Pay Estimate No. 1 in the amount of \$42,681,

WHEREAS, Pay Estimate No. 1 has been reviewed and approved by the Public Works Director,

WHEREAS, the total final payment to Skyline Excavation & Grading is \$42,681, closing out the 2018-funded project,

WHEREAS, the City of Hailey agrees with Pay Estimate No. 1, 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 Pay Estimate No. 1, and that the mayor is authorized to sign Pay Estimate No. 1.

Passed this 10th day of October, 2019.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

War Eagle Phase 1

FROM (SUBCONTRACTOR)

PROJECT: War Eagle

Skyline Excavation & Grading
 PO Box 234
 Bellevue, ID 83313

APPLICATION NO.: 1

PERIOD TO:

9/25/2019

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner.	ADDITIONS	DEDUCTIONS
TOTAL	\$ -	
Approved this Month		
Number	Date Approved	
TOTAL	\$ -	\$ -
Net change by Change Order		

Application is made for Payment, as shown below

1. ORIGINAL CONTRACT SUM \$42,681.00
2. Net change by Change Order \$0.00
3. CONTRACT SUM TO DATE \$42,681.00
4. TOTAL COMPLETED TO DATE \$42,681.00
5. RETAINAGE \$0.00
 - b. 5% of Completed Work
 - % of Stored Materials
6. TOTAL EARNED LESS RETAINAGE \$42,681.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00
8. CURRENT PAYMENT DUE \$42,681.00
9. BALANCE TO FINISH PLUS RETAINAGE \$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Skyline Excavation and Grading, LLC

SUBMIT TO:

City of Hailey

By: _____

Date: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/19

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2019-103 authorizing the mayor's signature on a Memorandum of Understanding with Flood Control District No. 9, by which Hailey will receive up to \$50,000 from the district for work completed on the 2019-funded Della View Drainage Improvements project **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho Water Resource Board recently awarded a \$50,000 grant to the City to construct drainage improvements along War Eagle Dr. The Flood Control District has committed to provided \$50,000 in matching funds, and the City's match is \$4,134, for a total project cost of \$104,134.

The attached Memorandum of Understanding between the City and Flood Control District No. 9 will be signed by the district on October 10 or 11, 2019.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|---|--|---|
| <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 checked="" type="checkbox"/> Public Works | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2019-103 authorizing the mayor's signature on a Memorandum of Understanding with Flood Control District No. 9, by which Hailey will receive up to \$50,000 from the district for work completed on the 2019-funded Della View Drainage Improvements project **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2019-103**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR'S SIGNATURE ON A MEMORANDUM OF
UNDERSTANDING WITH FLOOD CONTROL DISTRICT NO. 9, BY WHICH HAILEY
WILL RECEIVE UP TO \$50,000 IN MATCHING FUNDS FOR DELLA VIEW
SUBDIVISION DRAINAGE IMPROVEMENTS.**

WHEREAS, the City of Hailey has been awarded \$50,000 under a grant agreement with the Idaho Water Resource Board to improve drainage infrastructure within the Della View Subdivision, and

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with Flood Control District No. 9, by which Hailey will receive up to \$50,000 in matching funds from the district for the project, and

WHEREAS, the City of Hailey and Flood Control District No. 9 agree to the terms and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of Understanding between the City of Hailey and Flood Control District No. 9 and that the mayor is authorized to sign the attached document.

Passed this 10th day of October, 2019.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

MEMORANDUM OF UNDERSTANDING

between

BLAINE COUNTY FLOOD CONTROL DISTRICT NO. 9, IDAHO

and

CITY OF HAILEY, IDAHO

This Memorandum of Understanding (MOU) for the Idaho Water Resource Board Flood Management Grant, War Eagle Dr. Drainage Improvements, by and between the Blaine County Flood Control District No. 9 (Flood Control District) and the City of Hailey (City), is hereby entered into on this _____ day of _____, 2019.

1. **PURPOSE:** During the period of September 9, 2019 to September 30, 2020, the City will execute the project contemplated under the Idaho Water Resource Board Flood Management Grant (grant). The City will submit all work done under the grant to the Idaho Water Resource Board for reimbursement up to the grant award of \$50,000. The City will seek reimbursement from the Flood Control District for the portion of the costs not covered by the grant, up to the Flood Control District's match commitment of \$50,000.
2. **RESPONSIBILITIES:** It is mutually agreed and understood by all parties that the City shall:
 - Complete the work described in the Idaho Water Resource Board grant agreement for the War Eagle Dr. Drainage Improvements in the Della View Subdivision.
 - Prepare and submit to the Idaho Water Resource Board requests for reimbursement up to the grant award of \$50,000.
 - Prepare and submit to the Flood Control District a request for reimbursement, along with invoices or receipts, for the portion of the costs not covered by the grant.

It is mutually agreed and understood by all parties that the Flood Control District shall:

- Reimburse to the City, within 30 days of receipt of reimbursement request, the portion of costs not covered by the grant, up to the Flood Control District's match commitment of \$50,000.
3. **MUTUAL INDEMNIFICATION:** The City, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of the Flood Control District or any officers, agents, or employees thereof, and the Flood Control District hereby covenants and agrees to hold and save the City and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the Flood Control District, its officers, agents, or employees. The City hereby covenants to hold and save the Flood Control District and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the Flood Control District, its officers, agents, or employees by reason of any acts or failures to act on the part of the City, its officers, agents, or employees in the performance of the duties required by the terms of this MOU.

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

4. **APPROVALS:** The parties hereto have executed this instrument.

David Bell
Chairman, Flood Control District No. 9

Date

Attest:
Secretary, Flood Control District No. 9

Date

Fritz X. Haemmerle
Mayor, City of Hailey

Date

Mary Cone
City Clerk, City of Hailey

Date

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

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

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

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

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

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

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

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/19

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to annul original Notice of Award to Buffalo Electric in the amount of \$46,270, and motion to reject all bids, and motion to adopt Resolution 2019-104, approving a direct award and authorizing the Mayor's signature on an agreement with Buffalo Electric in the amount of \$46,270, to complete electrical upgrades at the River St. well. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

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

A Notice of Award was issued to Buffalo Electric on September 20, 2019. Due to long-lead equipment procurement concerns and the contractor's resulting inability to meet the project schedule as provided in the contract documents, Buffalo Electric did not return the signed agreement or contract security within the seven-day time limit. Therefore, the City is entitled to annul the original Notice of Award to Buffalo Electric. The City should also reject all bids originally submitted.

Buffalo Electric will honor their original bid price of \$46,270 under a new direct award agreement that contains a workable schedule, given the equipment procurement concerns. That agreement is attached, along with the contractor's certificate of insurance. Idaho Code 67-2803 (2) provides for direct award of contracts when those contracts have a value less than \$50,000.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to annul original Notice of Award to Buffalo Electric in the amount of \$46,270, and motion to reject all bids, and motion to adopt Resolution 2019-104, approving a direct award and authorizing the Mayor's signature on an agreement with Buffalo Electric in the amount of \$46,270, to complete electrical upgrades at the River St. well. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.):

Instrument # _____

*Additional/Exceptional Originals to: _____

Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2019-104**

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

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

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

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

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

Passed this 10th day of October, 2019.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

RECEIVED

OCT 07 2019

Per _____

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

THIS AGREEMENT is made by and between City of Hailey, Idaho (hereinafter called OWNER), and Buffalo Electric (hereinafter called CONTRACTOR).

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

Article 1. GENERAL

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

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

- 3.1 The Work will begin on or about October 21, 2019 and will be substantially completed by January 15, 2020. The Work shall be completed and ready for final payment on January 31, 2020. These times may be extended upon written approval by the OWNER.

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

Article 4. CONTRACT PRICE

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

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

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

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

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

Article 5. PAYMENT PROCEDURES

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

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

Article 6. INSURANCE

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

6.1 Worker's Compensation:

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

6.2 Comprehensive General:

(1) Bodily injury:

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

Property Damage:

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

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

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

(3) Personal injury, with employment exclusion deleted

\$1,000,000 Annual Aggregate

6.3 Comprehensive Automobile Liability:

Bodily injury:

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

Property Damage:

\$1,000,000 Each Occurrence

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

Article 7. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

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

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

Article 8. CONTRACT DOCUMENTS

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

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

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

Article 9. MISCELLANEOUS

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

CITY OF HAILEY, IDAHO
OWNER

By: _____

Title: _____

Date: _____

BUFFALO ELECTRIC
CONTRACTOR

By:  _____

Title: PRESIDENT

Date: 10/7/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2019

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
INSURED BUFFALO ELECTRIC INC 40 AERO LN HAILEY, ID 83333-5030	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935
	INSURER B: FEDERATED SERVICE INSURANCE COMPANY	28304
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 109 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	9435478	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	9435479	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	0792500	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9435480	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RIVER ST WELL
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.
 ADDITIONAL INSURED INCLUDE BROCKWAY ENGINEERING.

CERTIFICATE HOLDER 275-062-8 CITY OF HAILEY PO BOX 945 HAILEY, ID 83333-0945	CANCELLATION 109 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael G Kern</i>
--	---

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Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-14407 - A - 4
License Number

Categories: 16000

12/12/2008

Original License Issued

This is to certify that

BUFFALO ELECTRIC, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 09/30/2020

Linda Schuly
Licensee Signature

Chris L. Jensen

Chris L. Jensen, Administrator

Bid Schedule

Due date: August 16, 2019

Owner: City of Hailey, Idaho

Project: River Street Well Electrical Supply Upgrade, Project B

Brockway Engineering, PLLC

August 7, 2019

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

Total Price Forty-six thousand two hundred seventy/00

(\$ 46,270.00)

(use words)

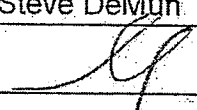
Name (print) Buffalo Electric, Inc.

Address: 40 Aero Lane, Hailey, Idaho

Telephone No.: 208-788-9659

Fax No.: 208-788-0145

Contact Person: Steve DeMun

Signature 

Date: 08/14/2019

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/2019 **DEPARTMENT:** Comm. Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Request for approval to hold a special event, the event being Halloween Hoopla, to be held on Main Street, from Pine Street to Myrtle Street (Thursday, October 31, 2019, from 3:30 p.m. to 5:30 p.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommendation to approve a special event, the event being Halloween Hoopla, to be held on Main Street, from Pine Street to Myrtle Street (Thursday, October 31, 2019, from 3:30 p.m. to 5:30 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

DECISION

Based on the Application for a Special Event Permit for Halloween Hoopla, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. Provide a certificate of liability for insurance coverage in the amount of \$1,000,000 naming the City of Hailey as additionally insured.

DATED this 10th day of October, 2019.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey (“the City”) for Halloween Hoopla, to be held on Main Street, from Myrtle Street to Pine Street (Thursday, October 31, 2019, from 3:30 p.m. to 5:30 p.m.), plus specified set up and teardown time, (“the Event”), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant (“Applicant”) of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 10th day of October, 2019.

APPLICANT:

By: _____

(Please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



RECEIVED
OCT 01 2019
CITY OF HAILEY

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Halloween Hoopla

LOCATION FOR EVENT (Be specific i.e. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property
Main Street, Pine to Myrtle

I. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

Date(s) of Event	Hours	Estimated # of Attendees
10/31/19	Start Time: 3:30 End Time:	All Day: 2,000
	Start Time: End Time:	All Day:
Date(s) of Set-up/Tear-down	Hours	Estimated # Staff
	Start Time: End Time:	
	Start Time: End Time:	

II. FEES

Special Event Permit Application Fee \$125 125.00

Per Day Park Rental Fee \$300 _____

Events that meet **both of the following criteria** may be exempted from Park Rental Fee by resolution of the City Council:

- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: _____
- Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% _____

TOTAL DUE \$ 125.00

III. ORGANIZATION INFORMATION

Sponsoring Organization: The Chamber

Applicant's Name: Mike McKenna Title: EXECUTIVE DIRECTOR

Address: PO Box 100 City: Hailey State: ID Zip: 83333

Telephone Home: 788-3784 Mobile: 760-914-1877 FAX: N/A

Applicant Driver's License #: FA112619C Email: Mike@valleychamber.org

IV. EVENT INFORMATION

New Event: Yes _____ No X Annual Event: Yes X No _____ Years Operating 14

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): N/A

Description of Event: Costumed trick or treaters walk to main street businesses to celebrate Halloween

V. INSURANCE REQUIREMENTS

A COMPREHENSIVE GENERAL LIABILITY insurance policy must be maintained with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. **A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.** The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.


Insurance Company: Bisnett Ins Agent Name: TYREE THACKER Phone: 541-276-1418

Updated: 11/9/2016

(Attach any additional pages as needed)

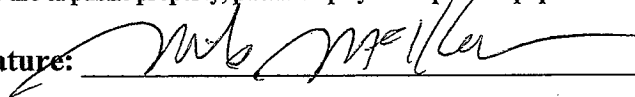
SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	✓	Street Closures & Access / Parade (if yes) • Street Closure for Special Event Application and detailed map listing areas of closure are required. <i>An ITD permit and separate City form is required for Main Street Closures.</i> • Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.		✓	Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -
	✓	Barricades If yes, please include a logistics map and # of barricades applicant is providing.		✓	Food/Beverages (Caterers) Please List:
	✓	Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr. per officer.		✓	Booths: Profit / Non-Profit
	✓	Barricades If yes, please include a logistics map and # of barricades applicant is providing.		✓	Vendors (Items sold/ Solicitation) Please list:
	✓	Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr. per officer.		✓	Vendors (Items sold/ Solicitation) Please list: Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes
	✓	Electricity / Generators: Size: _____ Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged \$35/hr. for EMS Standby.		✓	Signs or Banners *A separate application and fee are required for street banners.
	✓	Electricity / Generators: Size: _____	<u>ADA</u>	<u>Regular</u>	Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
	✓	Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type.	#	#	Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
			#	#	

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

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature:  Date: 10/3/19

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/19 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on September 23, 2019 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD SEPTEMBER 23, 2019
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:29 P.M. by Mayor Fritz Haemmerle. Present were Council members Jeff Engelhardt, Kaz Thea, and Martha Burke. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

Pat Cooley was not in attendance.

5:29:37 PM Call to order by Mayor Haemmerle.

Open Session for Public Comments:

No public comments

CONSENT AGENDA:

- CA 333 Grant Agreements ~ Motion to Approve Resolution 2019-086 ratifying Mayor's signature on Balmoral Park grant close-out and request for reimbursement **ACTION ITEM**
- CA 334 Motion to approve Resolution 2019-087, appointing Bryce Ternet to the Hailey Arts and Historic Preservation Commission with for a three-year term (replaces Pete Kramer, expires 12/2021) **ACTION ITEM**
- CA 335 Motion to approve Resolution 2019-088, reappointing Kate Wutz to Hailey Library Board for a 5-year term, and appointing Sara Felton to fill the vacated seat of Linnea Polichetti, which will expire September 30, 2022 **ACTION ITEM**
- CA 336 Motion to approve Resolution 2019-089, authorizing Dell computer 3 year lease for Hailey Public Library for \$19,815 and authorize the Mayor to sign **ACTION ITEM**
- CA 337 Motion to approve Resolution 2019-090, authorizing contract for services with Rick Allington for misdemeanor prosecution for FY 2019-2020, at a cost of \$46,820. **ACTION ITEM**
- CA 338 ~~Motion to approve Resolution 2019-091, authorizing contract for services with Wood River Fire District by which City of Hailey will provide fire prevention services to WRFD for an annual amount of \$36,120, to be paid on a monthly basis during the term of the contract. **ACTION ITEM**~~
- CA 339 Motion to approve Resolution 2019-092, authorizing contract for services with Blaine County Housing Authority for housing management services for FY 2019-2020, at a cost of \$3,000 plus bookkeeping services from City Treasurer. **ACTION ITEM**
- CA 340 Motion to approve Resolution 2019-093, authorizing contract for services with Mountain Humane for animal shelter services for FY 2019-2020, at a cost of \$16,000. **ACTION ITEM**
- CA 341 Motion to approve Resolution 2019-094, authorizing contract for services with Mountain Rides Transportation Authority for bus and transportation services for FY 2019-2020, at a cost of \$82,000. **ACTION ITEM**
- CA 342 Motion to approve Resolution 2019-095, authorizing contract for services with ICRMP for property, liability and error and omissions insurance for FY 2019-2020, at a cost of \$ _____. **ACTION ITEM**
- CA 343 Motion to approve Resolution 2019-096, authorizing the Mayor to sign Revocable Licenses for narrative plaques to be installed on historical buildings in Hailey; Cornerstone Realty at 19 West Bullion (Inchausti Home), Emmanuel Episcopal Church at 101 South Second Avenue (Emmanuel Episcopal Church), Episcopal Thrift Store at 19 East Bullion (Assay Office), Valley Tile & Floor at 108 North Main (Commercial Club Building), Wood River Land Trust at 119 East Bullion (Fox-Worswick Home), El Toro Mexican Restaurant and Café Della at 103 South Main (Golden Rule Building), Hailey Community Baptist Church at 200 South Second Avenue (Community Baptist Church) **ACTION ITEM**

- CA 344 Motion to approve minutes of September 9, 2019 and to suspend reading of them **ACTION ITEM**.....
- CA 345 Motion to ratify claims for expense during the month of August, 2019 **ACTION ITEM**.....
- CA 346 Motion to approve claims for expenses incurred during the month of August, 2019, and claims for expenses due by contract in September, 2019 **ACTION ITEM**.....
- CA 347 Motion to approve unaudited Treasurer's report from August 2019 **ACTION ITEM**.....

5:30:03 PM Engelhardt pulls CA 338

5:30:25 PM **Burke moved to approve all consent agenda items minus CA 338, seconded by Thea, motion passed with roll call vote. Thea, yes. Burke, yes. Engelhardt, yes.**

5:30:45 PM CA 338 In the Resolution, the first Whereas clause, it reads "Hailey Wood River Fire District," strike "Hailey," Simms describes the spot on the Resolution 1st whereas clause, 1st line, second to last word.

5:31:42 PM Burke moves to approve as corrected by Engelhardt, seconded by Engelhardt. Motion passed with roll call vote, Engelhardt, yes. Burke, yes. Thea, yes.

MAYOR'S REMARKS:

5:32:11 PM Mayor Haemmerle had the pleasure of attending the Hispanic Heritage Festival this weekend, it was well done and well attended. Haemmerle saw Thea and Burke at the event. State representatives were in attendance. A ton of vendors, it reminded in of Trailing of the Sheep event in years past, probably double the attendance from last year's event. Hats off to Herbert Romero the event sponsor. The more diverse our community is the stronger and better we are.

PUBLIC HEARINGS:

PH 348 Consideration of proposed Ordinance No. _____, Amending Hailey Municipal Code Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI-Sales and Office Zoning District, ACTION ITEM

5:33:36 PM Horowitz opened, Michele Harris an esthetician on Broadford Road is hoping to open a business in her home, she has proposed personal services as a text change to the zone, this business is allowed in other zoning districts. Harris has here HOA's approval and blessing, wants to have a business office at some point but this is a start-up.

5:35:46 PM Michele Harris, speaks about her business, she would sell skin care products that she uses, there would not be a lot of traffic in and out of the house.

Public comments, none.

5:36:32 PM Burke, this makes perfect sense. Thea agrees.

5:36:48 PM **Burke moves to adopt Ordinance No. 1250, seconded by Thea, read by title only, Engelhardt first. Mayor suggests next time, waive next reading have 3rd reading.**

5:37:28 PM Mayor Haemmerle conducts 1st reading of Ordinance No. 1250, by title only.

PH 349 Public Hearing on a final Plat application for Carbonate View Subdivision represented by Galena Engineering on behalf of W Squared, LLC for Tax Lot 8364 S. 9 & 16, T2N, R18E, Hailey. The property has received preliminary plat approval to be resubdivided into fourteen (14) single family lots, ranging in size from 7,000 square feet to 9,047 square feet. The project is located in the General Residential (GR) Zoning and Floodplain Overlay Districts. ACTION ITEM

5:38:37 PM Horowitz, points out an error in her staff report referring to 13 single family lots and 1 duplex, it is actually 14 single family lots. What is unusual about this subdivision is the pathway connecting 2 neighborhoods, which was needed to have a 2nd egress to the subdivision, council approved design of the path (egress) in June 2019. The developer was careful about working with the city and carefully making this path through the trees. 5:40:36 PM this applicant thinks he will complete all the conditions before final plat. 5:41:23 PM Brian Yeager, comments that the road cuts are definitely less than 25%.

5:41:44 PM Gordon Flade representing W Squared, LLC, they are 1 week away from Idaho power and natural gas infrastructure being completed. The pathway will be about 85-95% complete this week. Catch basin is left to be done. In-lieu fees, just wrapping up the last bit of work. Flade, we tried extremely hard to follow the plans done by Galena Engineering. There are a few trees that will need to be taken out on their property at some point in the future.

5:43:55 PM Sean Flynn with Galena Engineering speaks and states he has nothing to add.

Public Comments:

5:44:07 PM Ragna Caron Hailey resident asks, how are we going to ensure that this path won't be used by cars. Who will police it, if cars use the pathway? Mayor Haemmerle, you've been privy to all of these discussions, right? Caron, yes, but how do we make sure it is not driven on?

5:45:46 PM Martin Flannes, submitted written comments last Friday, Mayor and Council has those comments. Flannes commends staff and developer during this process both have been very diligent in their efforts. Flannes asks what security you have for incomplete work, and that the transfer of parcel A happens, restoration recommendations and temporary measures. The final utilities will be done soon, Flannes understands that you don't need to repave the street after these are completed. In the near future, you'll see revisions in bond procedure. Rather than delegating it to staff, they should apprise Council and public at a hearing. 5:47:12 PM Regarding the open space parcel, which is very important, plat note 9 states that it, shall be conveyed to the Land Trust, but a plat note regarding property dedication to a 3rd party doesn't convey the property. Flannes asks, what is your leverage to make sure this is done, since the City is not recipient, Flannes suggests the plat gets recorded and then the deed gets recorded immediately after the plat. Flannes suggests, a chain of title for this to happen. Flannes refers to the landscaping notes on page 2, 5:48:37 PM which contemplates recommendations by the landscape architect, restoration and possible tree replacement, Flannes asks when this will happen and is there a requirement for addition planting to happen. It is hard to know if the trees

were protected or not. Can we see something visible to know that they (trees) are being protected. 5:49:47 PM Flannes adds, cars are driving through the path, he suggests road barriers. Flannes ends with thanking the developer and city staff.

5:50:19 PM Darlene Dyer nearby Hailey resident, follows-up on a comment she made earlier in the year regarding this development and the impact to families, and asks if the safe routes to school on Elm Street, will extend further west to Willow Street?

5:51:23 PM Burke talks about this and recalls conversation.

5:51:38 PM Mayor talks generally about safe routes to schools, that the City applies for grants, but this was not part of the subdivision approval process.

5:52:11 PM Sam Berg, lives on Almond Street, and is curious if developer will clean up the piles? And regarding the 90' cottonwood tree next to the asphalt, it may be damaged, he asks if there are any plans to remove this tree.

5:53:25 PM Gay Hearst, lives on Almond Street next to the path, she would like to know, part of path is paved, where is the snow going to be put besides her yard and the neighbor's yard?

5:54:09 PM applicant rebuttal, Flade speaks, the large tree, this was the "sacred tree," he tried to salvage the tree, he would have removed it. Everything will be cleaned up in October. There is more excavation work to be done, don't want to haul materials away until this is done. Flade, snow removal, we are all on the same page, Flade met with Yeager, Mogen Lyons and Galena, and all are concerned with where the snow is going to go. Flade, in the future, there will be trees that need to be taken out. They will make a determination after the first winter. As far as planting, it will be natural grasses, they have not disturbed anything beyond the 20 foot line. We have not put in the dry well yet. Flade ends with, we are doing the best we can.

5:58:20 PM Haemmerle, can this come back in October? Flade does not have a problem with waiting, as he does not want to put up more money. The title company will plan to record the plat and then the deed within the minute after the plat.

5:59:22 PM Sean Flynn, reason not to come back in October, city won't sign until all is done. Is another meeting necessary, Flynn doesn't think so.

5:59:59 PM Mayor disclosed he went to the site today with Simms. The excavation out there was surgical, it is immensely clean. Haemmerle compliments the developer. Haemmerle prefers that this come back in October. Hats off to you Flade, you are doing great, adds Haemmerle. Haemmerle closes, when we come back with this topic, issues like more paths, have been decided. The next public hearing will be focused on what is completed, what is not completed.

6:02:10 PM October 10, Oct 21st, Horowitz added or Oct. 28th adds Dawson. Flade is okay with Oct. 21st.

6:02:44 PM **Burke moves to continue this item to Oct 21st meeting seconded by Thea, with roll call vote. Engelhardt, yes. Burke, yes. Thea, yes.**

6:03:02 PM Thea comments, protecting the roadway, can we put in something more substantial? Flade, will get this done.

NEW BUSINESS:

NB 350 Ratification of letter to Blaine County signed by Martha Burke on behalf of Mayor Haemmerle dated September 19, 2019 regarding Area of City Impact (ACI) process between City of Hailey and Blaine County and to authorize Mayor and staff to begin deliberations with Blaine County for lands south of Hailey and South Hailey Area of City Impact ACTION IT

6:05:08 PM Haemmerle begins, the Area of City Impact (ACI) has not been considered as much as he believes it should. The ACI, omits the area adjacent to Eccles ranch and on the other side East side of Hailey. Mayor displayed a map of a proposed annexation into Bellevue on the East side adjacent to the South East border. City of Hailey finds it unbearable to have city borders touch. Haemmerle met with the Bellevue Mayor about 2 weeks ago, 6:08:40 PM and suggested that both city staff meet and work together on an ACI map which is agreeable to both cities. Hailey's interest is in maintaining some separation between the cities, Haemmerle proposed that Bellevue take 65 acres of the East side and Hailey take 55 acres. He told Bellevue that Hailey is maintaining most of the area as green space, the city borders touching is just wrong. Lisa Horowitz reached out to the Bellevue planner and received no response. There was no response, instead, the Mayor penned a letter dated Sept 18, 2019, to Blaine County Commissioners, stating that negotiations have reached an impasse. Haemmerle disagrees with this statement. 6:12:25 PM what needs to happen now, we need to move forward with ACI discussions, and ratify the letter that Martha Burke signed. Thoughtful planning needs to happen to protect our interest in openspace. 6:13:11 PM The other problem that we have now is that Bellevue is considering some development North of the Chanterelle Subdivision. Attending the FMAA board meeting, we have lots of Chanterelle Subdivision residents concerned with the airport, discussing their concern for airport noise. Provides no end to the consternation and what baffles Haemmerle's mind is why Bellevue City would consider putting even more houses North and next to the airport. We now need to move forward with our interests for the City of Hailey, which has always been in protection and separation. If we reach some agreement with Bellevue so be it, if not, so be it. That is what we hope to do, move forward with the County.

6:14:35 PM Burke asks Haemmerle to explain why an ACI is needed before annexation. Haemmerle, the law allows for 3 types of annexations, one requires an ACI before you can annex property. That is what we are seeking to start in October? Horowitz, yes, we are starting this in October.

6:15:44 PM Simms asks council to ratify the letter first.

6:15:53 PM Burke makes a motion to ratify ACI letter to Blaine County, seconded by Thea, Motion passed with roll call vote. Thea, yes. Burke, yes. Engelhardt, yes.

6:16:32 PM Simms refers to the land use planning title 67, and title 50 that work together. The ACI is mandated by state law and are pre-requisites to annexation of land. If there is no

underlying ACI then no land can be annexed. If ACI, you can annex property even if the property is not within the ACI. 6:17:54 PM Simms believes that an ACI agreement needs to be in place before an annexation can occur. 6:18:18 PM Haemmerle refers to 2 letters on dated Dec 9, 2014, from Blaine County Commissioners to Bellevue Mayor Chris Koch, and another year later December 30, 2015 to the Bellevue City generally, authored by Jacob Greenberg, both letters indicated that the county wanted ACI discussions to begin and that an ACI must be in place before they could annex property. 6:19:02 PM Simms adds, also we in Hailey believe that an ACI is sound planning and it should be integrated with the Comprehensive Plan and future land use plan.

6:19:24 PM Martin Flannes, public comments, about 15 years ago he was hired by Blaine County at the start of moratorium on subdivisions, to study ACI, he was surprised to find only 3 ACI existed, Hailey, Sun Valley and Ketchum. It is an odd statute, Flannes agrees with Hailey city attorney's interpretation. All 3 ACI studies are outdated. 6:20:49 PM The question is, do you have one, is it stale? If you look at the actual agreement. In your current document, states that you will not annex what is outside of your ACI. Flannes will send Hailey a copy of his report, adds things to consider, joint planning, zone it together with the county. 6:22:17 PM Haemmerle, thanks Flannes for his comments.

6:22:26 PM Horowitz, points out a line, the dashed line considers open space, for the FMAA the South protection zone as open space is very important.

6:23:19 PM Haemmerle, suggests discussing in October.

6:23:34 PM Thea, asks a question, does Chris Pomeroy suggest that we add a zone? Horowitz, yes, we should have an airport overlay zone.

OLD BUSINESS:

OB 351 2nd or 3rd Reading of Ordinance No. 1249 amending Hailey Municipal Code Section 12.12.040 to include Kiwanis Park as a city-wide park and other minor housekeeping amendments ACTION ITEM

6:24:54 PM **Burke moves to approve Ordinance No. 1249 waive the 2nd reading conduct the 3rd reading by title only and authorize the Mayor to sign, Engelhardt seconds, motion passed with roll call vote. Engelhardt, yes. Burke, yes. Thea, yes.**

6:25:12 PM **Mayor Haemmerle conducts 3rd and final reading of Ordinance No. 1249, by title only.**

STAFF REPORTS:

6:25:48 PM Dawson, Chief Aberbach called her from the fire line and wanted to relay the message that, had he been here at this meeting, he would be thanking the Mayor, Council and the public for his 6 years of service at the City of Hailey and he will be at his party at 7 pm tonight.

6:26:17 PM Simms adds that Aberbach was first to respond to fire out Croy Canyon approximately 1 ½ miles West of the City boundary. It is a private land fire.

6:26:49 PM Horowitz reports, as part of our Floodplain compliance, Hailey has updated our emergency operations plan as required and Council will be seeing this in October.

6:27:09 PM Haemmerle congratulates Yeager on his engineering around Della View, can't wait to see it in work. Yeager the 2018 are terminating now, projects are fully funded by approximately 50% each by Idaho Resource Board and Blaine County Flood Control District.

6:27:50 PM Haemmerle if you haven't seen Hop Porter Park lately it looks amazing, great improvements.

EXECUTIVE SESSION:

6:28:19 PM Thea moves to go into Executive Session to discuss Real Property Acquisition (IC 74-206(1)(c)), and Pending & Imminently Likely Litigation (IC 74-206(1)(f)), seconded by Burke, motion passed with roll call vote Engelhardt, yes. Burke, yes. Thea, yes.

6:43:42 PM Mayor and Council return from Executive Session.

6:44:03 PM Thea moves to adopt Resolution 2019-097, motion seconded by Engelhardt. Haemmerle states that the nature of the document is an MOU between City of Hailey and the Blaine County School District (BCSD), it is an exchange of property and water rights and cash, the proposal is for the BCSD to obtain the water right area and well near the Middle School, Northridge, they would obtain the real estate and the improvements to that well and the water right with that, 11.98 acres of water at \$20,000/per irrigatable acre, the Cemetery and City has over 400 acres of that water right. In exchange, the City of Hailey would obtain the snow storage area out Croy Canyon and obtain \$127,000 in cash. This is under the condition that Blaine County will give City of Hailey a Conditional Use Permit (CUP) for snow storage at that site. This would allow the City of Hailey to have a new snow storage area and would allow us to improve the Lions Park area, which we've been trying to do for a long time. There was no vote on this item.

6:46:21 PM Thea moves to adjourn meeting, Engelhardt, seconds motion. Motion passed. Engelhardt, yes. Burke, yes. Thea, yes.

Return to Agenda

AGENDA ITEM SUMMARY

10/10/19
DATE: ~~09/26/2019~~ **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

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

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria:
 Vendor: Vendor Number = 1730,4670,972,4566,22433,4666

Invoice Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4670 ALSCOTT HANGAR LLC										
9/25/19	1 Refund garbage billing in error 1310 Airport Cir. Hang	Invoice	09/25/2019	10/09/2019	281.77	281.77	100-00-15100		919	1
Total 4670 ALSCOTT HANGAR LLC:					281.77	281.77				
972 COX COMMUNICATIONS										
9/17/19	1 INTERNET WASTEWATER	Invoice	09/17/2019	10/02/2019	55.20	55.20	210-70-41713		919	1
9/17/19	2 INTERNET WATER	Invoice	09/17/2019	10/02/2019	55.20	55.20	200-60-41713		919	1
Total 972 COX COMMUNICATIONS:					110.40	110.40				
1730 ELECTRO-SENSORS INC										
140329	1 SHIPPING	Invoice	12/16/2018	10/09/2019	15.94	15.94	200-60-41401		919	1
Total 1730 ELECTRO-SENSORS INC:					15.94	15.94				
22433 IDAHO POWER										
9/18/19	1 IP Acct#2204414540 Street lights	Invoice	09/18/2019	10/02/2019	5.18	5.18	100-40-41717		919	1
9/18/19	2 IP Acct#2204935643 STREET -1811 MERLIN LOO	Invoice	09/18/2019	10/02/2019	369.44	369.44	100-40-41717		919	1
9/18/19	3 IP Acct#2204935643 HFD	Invoice	09/18/2019	10/02/2019	251.06	251.06	100-55-41717		919	1
9/18/19	4 IP Acct#2204935643 LIBRARY	Invoice	09/18/2019	10/02/2019	688.35	688.35	100-45-41717		919	1
9/18/19	5 IP Acct#2204935643 /33%	Invoice	09/18/2019	10/02/2019	129.52	129.52	100-42-41717		919	1
9/18/19	6 IP Acct#2204935643 /33%	Invoice	09/18/2019	10/02/2019	129.51	129.51	200-42-41717		919	1
9/18/19	7 IP Acct#2204935643 /33%	Invoice	09/18/2019	10/02/2019	129.51	129.51	210-42-41717		919	1
9/18/19	8 IP Acct#2204637769 W WATER	Invoice	09/18/2019	10/02/2019	8,363.42	8,363.42	210-70-41717		919	1
9/18/19	9 IP Acct#2220556908 HEAGLE/1151 War Eagle	Invoice	09/18/2019	10/02/2019	.07	.07	100-40-41717		919	1
Total 22433 IDAHO POWER:					10,066.06	10,066.06				
4566 JAQUET, WENDY										
9/26/19	1 10/2 Burke- Boise, Nancy Buffington Communication	Invoice	09/26/2019	10/02/2019	83.33	83.33	100-15-41724		919	1
9/26/19	2 10/2 Burke- Boise, Nancy Buffington Communication	Invoice	09/26/2019	10/02/2019	83.33	83.33	200-15-41724		919	1
9/26/19	3 10/2 Burke- Boise, Nancy Buffington Communication	Invoice	09/26/2019	10/02/2019	83.34	83.34	210-15-41724		919	1
Total 4566 JAQUET, WENDY:					250.00	250.00				

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
4666	MAGUIRE, PATRICK										
9/20/19	1	Refund Shut-off deposit- 1943 Brianwood Dr.	Invoice	09/20/2019	10/07/2019	150.00	150.00	200-00-20314		919	1
Total 4666 MAGUIRE, PATRICK:						150.00	150.00				
Total :						10,874.17	10,874.17				
Grand Totals:						10,874.17	10,874.17				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15100	281.77	.00	281.77
100-15-41724	83.33	.00	83.33
100-40-41717	374.69	.00	374.69
100-42-41717	129.52	.00	129.52
100-45-41717	688.35	.00	688.35
100-55-41717	251.06	.00	251.06
200-00-20314	150.00	.00	150.00
200-15-41724	83.33	.00	83.33
200-42-41717	129.51	.00	129.51
200-60-41401	15.94	.00	15.94
200-60-41713	55.20	.00	55.20
210-15-41724	83.34	.00	83.34
210-42-41717	129.51	.00	129.51
210-70-41713	55.20	.00	55.20
210-70-41717	8,363.42	.00	8,363.42
Grand Totals:	10,874.17	.00	10,874.17

Summary by General Ledger Posting Period

Report Criteria:
 Vendor: Vendor Number = 5143

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
5143 BLAINE COUNTY DISPATCH											
FY 19 4	1	4th Quarter payment FY 2019 Fire	Invoice	09/26/2019	10/02/2019	8,235.13	8,235.13	100-55-41741		919	1
FY 19 4	2	4th Quarter payment FY 2019 Police	Invoice	09/26/2019	10/02/2019	24,705.40	24,705.40	100-25-41741		919	1
Total 5143 BLAINE COUNTY DISPATCH:						<u>32,940.53</u>	<u>32,940.53</u>				
Total :						<u>32,940.53</u>	<u>32,940.53</u>				
Grand Totals:						<u>32,940.53</u>	<u>32,940.53</u>				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-25-41741	24,705.40	.00	24,705.40
100-55-41741	8,235.13	.00	8,235.13
Grand Totals:	<u>32,940.53</u>	<u>.00</u>	<u>32,940.53</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
09/19	32,940.53	.00	32,940.53
Grand Totals:	<u>32,940.53</u>	<u>.00</u>	<u>32,940.53</u>

Return to Agenda

AGENDA ITEM SUMMARY

DATE 10/10/19 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: MHC

SUBJECT

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

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

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
4409 A.W. REHN & ASSOCIATES											
SEPTE	1	FSA Admin Fee- September 2019	Invoice	10/01/2019	10/09/2019	33.34	33.34	100-15-41215		1319	1
SEPTE	2	FSA Admin Fee- September 2019	Invoice	10/01/2019	10/09/2019	33.33	33.33	200-15-41215		1319	1
SEPTE	3	FSA Admin Fee- September 2019	Invoice	10/01/2019	10/09/2019	33.33	33.33	210-15-41215		1319	1
Total 4409 A.W. REHN & ASSOCIATES:						100.00	100.00				
4672 ABTECH TECHNOLOGIES INC											
190907	1	#1909071-IN Dell Servers	Invoice	09/25/2019	10/09/2019	6,685.51	6,685.51	100-15-41533		1319	1
190907	2	#1909071-IN Dell Servers	Invoice	09/25/2019	10/09/2019	6,685.51	6,685.51	200-15-41533		1319	1
190907	3	#1909071-IN Dell Servers	Invoice	09/25/2019	10/09/2019	6,685.51	6,685.51	210-15-41533		1319	1
190907	4	#1909104-IN Dell Server	Invoice	09/25/2019	10/09/2019	711.84	711.84	100-55-41533		1319	1
Total 4672 ABTECH TECHNOLOGIES INC:						20,768.37	20,768.37				
4089 ADVANCED SIGN & DESIGN											
006644	1	0066445_IN KIWANIS PARK SIGNS	Invoice	08/23/2019	10/09/2019	840.00	840.00	120-50-41539	18.50.0001.1	1319	1
006644	2	0066445_IN MCKERCHER SIGNS	Invoice	08/23/2019	10/09/2019	440.00	440.00	100-50-41403		1319	1
Total 4089 ADVANCED SIGN & DESIGN:						1,280.00	1,280.00				
2878 ALERT ALL CORP											
W2312	1	W23212 Fire Prevention Equip - coloring books, hats,	Invoice	09/16/2019	10/09/2019	894.00	894.00	100-55-41747		919	1
Total 2878 ALERT ALL CORP :						894.00	894.00				
757 ALPINE TREE SERVICE INC.											
41594	1	41594 PRUNE ELMS AT 304 N RIVER	Invoice	09/04/2019	10/09/2019	3,600.00	3,600.00	100-50-41707		1319	1
41603	1	41603 FERTILIZE MAPLES AT CUTTERS PARK	Invoice	09/05/2019	10/09/2019	210.00	210.00	100-50-41313		1319	1
41623	1	41623 FERTILIZE MAIN ST TREES	Invoice	09/05/2019	10/09/2019	2,520.00	2,520.00	100-50-41313		1319	1
41698	1	41698 LIONS PARK- REMOVED 4 FAILING COTTO	Invoice	09/11/2019	10/09/2019	1,950.00	1,950.00	100-50-41707		1319	1
41745	1	41745 CLEAR PATHWAY PONDEROSA TO SILVER	Invoice	09/16/2019	10/09/2019	980.00	980.00	100-50-41707		1319	1
41746	1	41746 PRUNE 114 2ND N., VERTICILLIUM WILT, B	Invoice	09/16/2019	10/09/2019	2,880.00	2,880.00	100-50-41707		1319	1
Total 757 ALPINE TREE SERVICE INC. :						12,140.00	12,140.00				
1913 AMAZON CAPITAL SERVICES											
19TQ-P	1	TIRE COVERS	Invoice	09/17/2019	10/09/2019	39.97	39.97	200-60-41405		919	1
19TQ-P	2	KEYBOARD	Invoice	09/17/2019	10/09/2019	45.99	45.99	200-60-41211		919	1

Unpaid Invoice Report - MARY'S APPROVAL
Posting period: 10/19

City of Hailey

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
19TQ-P	3	GATE OPENERS	Invoice	09/17/2019	10/09/2019	36.44	36.44	200-60-41415		919	1
19TQ-P	4	LIGHT BAR	Invoice	09/17/2019	10/09/2019	169.99	169.99	200-60-41415		919	1
1JNF-F	1	1JNF-F9XP-R66M MONITOR MOUNT FOR CONEA	Invoice	09/28/2019	10/09/2019	13.32	13.32	100-15-41215		1319	1
1JNF-F	2	1JNF-F9XP-R66M MONITOR MOUNT FOR CONEA	Invoice	09/28/2019	10/09/2019	13.32	13.32	200-15-41215		1319	1
1JNF-F	3	1JNF-F9XP-R66M MONITOR MOUNT FOR CONEA	Invoice	09/28/2019	10/09/2019	13.32	13.32	210-15-41215		1319	1
1NPW-	1	Laser Pointer Invoice# 1npw-hwvm-6hrv	Invoice	09/26/2019	10/09/2019	20.48	20.48	100-20-41215		1319	1
1RNH-J	1	1RNH-JN3K-9VDM Dual monitors for Stokes and Co	Invoice	09/17/2019	10/09/2019	311.17	311.17	100-15-41533		919	1
1RNH-J	2	1RNH-JN3K-9VDM Dual monitors for Stokes and Co	Invoice	09/17/2019	10/09/2019	311.17	311.17	200-15-41533		919	1
1RNH-J	3	1RNH-JN3K-9VDM Dual monitors for Stokes and Co	Invoice	09/17/2019	10/09/2019	311.17	311.17	210-15-41533		919	1
1YD4-K	1	TRUCK TOOL BOX	Invoice	09/18/2019	10/09/2019	705.65	705.65	200-60-41415		919	1
1YD4-K	2	REVERSE LIGHTS	Invoice	09/18/2019	10/09/2019	22.95	22.95	200-60-41415		919	1
Total 1913 AMAZON CAPITAL SERVICES:						2,014.94	2,014.94				

50345 AMBIENTE H2O INC.											
V19071	1	ORP ELECTRODE AND LBOD CAP	Invoice	09/16/2019	10/09/2019	147.00	147.00	210-70-41795		919	1
V19071	2	ORP ELECTRODE AND LBOD CAP	Invoice	09/16/2019	10/09/2019	110.00	110.00	210-70-41795		919	1
V19071	3	ORP ELECTRODE	Invoice	09/16/2019	10/09/2019	663.00	663.00	210-70-41795		919	1
V19071	4	ORP ELECTRODE	Invoice	09/16/2019	10/09/2019	473.46	473.46	210-70-41795		919	1
Total 50345 AMBIENTE H2O INC.:						1,393.46	1,393.46				

2539 AMERI-TITLE											
8/1/19	1	Refund pmt in error 602 1/2 S 4th Ave and prop. trans	Invoice	08/01/2019	10/09/2019	109.94	109.94	100-00-15110		1319	1
Total 2539 AMERI-TITLE:						109.94	109.94				

375 ATKINSON'S MARKET											
7/4/19	1	WATER FOR HPD AND SUN SCREEN PARADE	Invoice	07/04/2019	10/09/2019	54.93	54.93	100-25-41215		1319	1
Total 375 ATKINSON'S MARKET :						54.93	54.93				

4675 BAIRD, JUSTIN & HAYLEY											
9/30/19	1	Refund remaining CR bal. 2524 Woodside Blvd.	Invoice	09/30/2019	10/09/2019	106.50	106.50	200-00-20314		1319	1
Total 4675 BAIRD, JUSTIN & HAYLEY:						106.50	106.50				

488 BARRY EQUIPMENT & RENTAL											
348847	1	348847 GASKET, THERMOSTAT	Invoice	08/13/2019	09/09/2019	43.52	43.52	100-40-41405		919	1
349369	1	349369 CREDIT - HARNES, SPRAYER	Invoice	08/06/2019	09/09/2019	64.08-	64.08-	100-40-41405		919	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 498 BARRY EQUIPMENT & RENTAL:											
4037 BAUCHMAN, DENA											
9/1/19	1	Refund CR bal. 1541 Heroic Rd	Invoice	09/01/2019	10/09/2019	87.92	87.92	100-00-15110		1319	1
Total 4037 BAUCHMAN, DENA:											
5143 BLAINE COUNTY DISPATCH											
FY 20 1	1	1st Quarter payment FY 2020 Police	Invoice	09/27/2019	10/09/2019	25,446.56	25,446.56	100-25-41741		1019	1
FY 20 1	2	1st Quarter payment FY 2020 Fire	Invoice	09/27/2019	10/09/2019	8,482.18	8,482.18	100-55-41741		1019	1
Total 5143 BLAINE COUNTY DISPATCH:											
2659 BLUE HERON WORKSHOP											
9-20-19	1	3433 - Plaque for Craig Aberbach	Invoice	09/20/2019	10/09/2019	111.75	111.75	100-55-41215		919	1
Total 2659 BLUE HERON WORKSHOP:											
6056 CENTURY LINK											
9/22/19	1	9814 260B	Invoice	09/22/2019	10/09/2019	110.33	110.33	100-15-41713		1319	1
9/22/19	2	9814 260B	Invoice	09/22/2019	10/09/2019	110.33	110.33	200-15-41713		1319	1
9/22/19	3	9814 260B	Invoice	09/22/2019	10/09/2019	110.33	110.33	210-15-41713		1319	1
9/22/19	4	9814 260B	Invoice	09/22/2019	10/09/2019	110.33	110.33	100-25-41713		1319	1
9/22/19	5	9814 260B	Invoice	09/22/2019	10/09/2019	110.33	110.33	100-20-41713		1319	1
9/22/19	6	9814 260B- 33.33%	Invoice	09/22/2019	10/09/2019	36.73	36.73	100-42-41713		1319	1
9/22/19	7	9814 260B- 33.33%	Invoice	09/22/2019	10/09/2019	36.73	36.73	200-42-41713		1319	1
9/22/19	8	9814 260B- 33.33%	Invoice	09/22/2019	10/09/2019	36.73	36.73	210-42-41713		1319	1
9/22/19	9	2211-125b treatment plant	Invoice	09/22/2019	10/09/2019	54.42	54.42	210-70-41713		1319	1
9/22/19	10	2211-125B Water Dept	Invoice	09/22/2019	10/09/2019	54.42	54.42	200-60-41713		1319	1
9/22/19	11	3147 220B HFD	Invoice	09/22/2019	10/09/2019	67.74	67.74	100-55-41713		1319	1
9/22/19	12	6566 569B Police Dept	Invoice	09/22/2019	10/09/2019	54.35	54.35	100-25-41713		1319	1
9/22/19	13	5965-737B STREET SHOP	Invoice	09/22/2019	10/09/2019	119.00	119.00	100-40-41713		1319	1
Total 6056 CENTURY LINK:											
644 CITY OF HAILEY PETTY CASH											
9/13/19	1	POSTAGE FOR EVIDENCE/EXTRA POSTAGE FOR	Invoice	09/13/2019	10/09/2019	7.90	7.90	100-25-41213		1319	1
9/13/19	2	CANCER PATCH -DONTATION	Invoice	09/13/2019	10/09/2019	10.00	10.00	100-25-41215		1319	1
9/13/19	3	JARED'S STAY IN MOUNTAIN HOME BASE - HAD T	Invoice	09/13/2019	10/09/2019	25.00	25.00	100-25-41724		1319	1

Unpaid Invoice Report - MARY'S APPROVAL
 Posting period: 10/19

City of Hailey

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 644 CITY OF HAILEY PETTY CASH:											
						42.90	42.90				
670 CITY OF HAILEY W&S DEPT											
	1	CITY OF HAILEY STREET SHOP	Invoice	10/01/2019	10/09/2019	1,221.61	1,221.61	100-40-41717		1319	1
	2	CITY OF HAILEY INTER CENTER	Invoice	10/01/2019	10/09/2019	40.11	40.11	100-10-41717		1319	1
	3	CITY OF HAILEY RODEO PARK	Invoice	10/01/2019	10/09/2019	51.76	51.76	100-50-41617		1319	1
	4	CITY OF HAILEY CITY HALL	Invoice	10/01/2019	10/09/2019	55.25	55.25	100-42-41717		1319	1
	5	CITY OF HAILEY CITY HALL	Invoice	10/01/2019	10/09/2019	55.25	55.25	200-42-41717		1319	1
	6	CITY OF HAILEY CITY HALL	Invoice	10/01/2019	10/09/2019	55.26	55.26	210-42-41717		1319	1
	7	CITY OF HAILEY POLICE DEPT	Invoice	10/01/2019	10/09/2019	260.33	260.33	100-25-41717		1319	1
	8	CITY OF HAILEY FIRE DEPARTMENT	Invoice	10/01/2019	10/09/2019	74.71	74.71	100-55-41717		1319	1
	9	CITY OF HAILEY TREATMENT PL	Invoice	10/01/2019	10/09/2019	71.92	71.92	200-60-41717		1319	1
	10	CITY OF HAILEY TREATMENT PL	Invoice	10/01/2019	10/09/2019	71.93	71.93	210-70-41717		1319	1
	11	CITY PARKING LOT- IRRIGATION	Invoice	10/01/2019	10/09/2019	10,069.91	10,069.91	100-50-41717		1319	1
Total 670 CITY OF HAILEY W&S DEPT : 12,028.04 12,028.04											
4551 CIVIL SCIENCE, INC.											
	1	MYRTLE ST. CONNECTOR CE&I - PAYMENT NO. 3	Invoice	09/03/2019	10/09/2019	8,764.75	8,764.75	120-40-41525	18.40.0002.1	919	1
Total 4551 CIVIL SCIENCE, INC.: 8,764.75 8,764.75											
22457 CLEAR CREEK DISPOSAL, INC.											
	1	FRANCHISE FEE September 2019	Invoice	10/02/2019	10/09/2019	121,998.73	121,998.73	100-00-20515		1319	1
Total 22457 CLEAR CREEK DISPOSAL, INC.: 121,998.73 121,998.73											
7000 CLEARWATER LANDSCAPING											
	1	09-07545 REPLACE MAIN ST TREES, LINDEN	Invoice	07/29/2019	10/09/2019	4,899.00	4,899.00	100-50-41707		1319	1
	1	19-084 19-08455 HERBICIDE	Invoice	08/15/2019	10/07/2019	3,164.76	3,164.76	100-40-41767		919	1
	1	19-094 19-09464 REPLACE MAIN ST TREES, CRABAPPLE	Invoice	09/16/2019	10/09/2019	3,050.00	3,050.00	100-50-41707		1319	1
Total 7000 CLEARWATER LANDSCAPING: 11,113.76 11,113.76											
1537 COMMERCIAL TIRE											
	1	140705 FLAT REPAIR - LOADER	Invoice	08/08/2019	10/09/2019	142.50	142.50	100-40-41405		919	1
Total 1537 COMMERCIAL TIRE: 142.50 142.50											

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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
4124 CONRAD BROTHERS											
8/22/19	1	Fire Safety House - deposit retainer for building	Invoice	08/22/2019	10/09/2019	4,000.00	4,000.00	100-55-41549	18.55.0004.1	1319	1
Total 4124 CONRAD BROTHERS:						4,000.00	4,000.00				
337 COPY & PRINT LLC											
100179	1	OFFICE SUPPLIES	Invoice	09/04/2019	10/09/2019	32.37	32.37	100-25-41215		1319	1
8-20-19	1	100116 COLOR POSTER SIGNS - 2019 FOG SEAL	Invoice	08/20/2019	10/09/2019	263.76	263.76	100-40-41403	19.40.0005.1	919	1
9-23-19	1	Print of FIRMS	Invoice	09/23/2019	10/09/2019	79.20	79.20	100-20-41323		919	1
9-4-19	1	9 24x36 Snow Storage Drawings Color	Invoice	09/04/2019	10/09/2019	89.91	89.91	100-40-41313	18.40.0004.1	919	1
Total 337 COPY & PRINT LLC:						465.24	465.24				
2808 CORE & MAIN LP											
K80398	1	CREDIT K803983	Invoice	08/02/2019	10/09/2019	7,570.16	7,570.16	200-60-41539		1319	1
L04199	1	TAPPING SADDLES	Invoice	09/23/2019	10/09/2019	197.04	197.04	200-60-41539		1319	1
L04199	2	INSERTION METERS	Invoice	09/23/2019	10/09/2019	11,200.00	11,200.00	200-60-41539		1319	1
L04199	3	INSERTION METERS	Invoice	09/23/2019	10/09/2019	6,500.00	6,500.00	200-60-41539		1319	1
L10128	1	POLY PIPE	Invoice	08/30/2019	10/09/2019	52.00	52.00	200-60-41403		919	1
L10128	2	3/4" METER REGISTERS	Invoice	08/30/2019	10/09/2019	12,782.00	12,782.00	220-65-41403		919	1
L12628	1	POLY PIPE	Invoice	09/23/2019	10/09/2019	26.00	26.00	200-60-41403		1319	1
Total 2808 CORE & MAIN LP:						23,186.88	23,186.88				
972 COX COMMUNICATIONS											
10/1/19	1	001 2401 200477401 MAIN 33%	Invoice	10/01/2019	10/09/2019	25.20	25.20	100-42-41713		1319	1
10/1/19	2	001 2401 200477401 MAIN 33%	Invoice	10/01/2019	10/09/2019	25.20	25.20	200-42-41713		1319	1
10/1/19	3	001 2401 200477401 MAIN 33%	Invoice	10/01/2019	10/09/2019	25.20	25.20	210-42-41713		1319	1
10/1/19	4	001 2401 200477401 Library	Invoice	10/01/2019	10/09/2019	113.40	113.40	100-45-41713		1319	1
10/1/19	5	027815002 Library	Invoice	10/01/2019	10/09/2019	138.60	138.60	100-45-41713		1319	1
10/1/19	6	027815002 Library e-rate discount	Invoice	10/01/2019	10/09/2019	97.02	97.02	100-45-41713		1319	1
10/1/19	7	001 2401 200477401 Street	Invoice	10/01/2019	10/09/2019	118.70	118.70	100-40-41713		1319	1
10/1/19	8	001 2401 200477401 Police	Invoice	10/01/2019	10/09/2019	232.99	232.99	100-25-41713		1319	1
10/1/19	9	001 2401 200477401 Welcome Center	Invoice	10/01/2019	10/09/2019	79.00	79.00	100-10-41717		1319	1
10/1/19	10	001 2401 200477401 HFD	Invoice	10/01/2019	10/09/2019	69.00	69.00	100-55-41717		1319	1
Total 972 COX COMMUNICATIONS:						730.27	730.27				
5770 CURMUDG3N, LLC											
111842	1	REFUND BLDG PERMIT 19-068	Invoice	06/27/2019	10/09/2019	2,292.95	2,292.95	100-00-32210		1319	1

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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
111842	2	REFUND BLDG PERMIT 19-068	Invoice	06/27/2019	10/09/2019	50.00	50.00	200-00-34612		1319	1
111842	3	REFUND BLDG PERMIT 19-068	Invoice	06/27/2019	10/09/2019	450.00	450.00	200-00-34616		1319	1
111842	4	REFUND BLDG PERMIT 19-068	Invoice	06/27/2019	10/09/2019	7,534.00	7,534.00	220-00-32810		1319	1
111842	5	REFUND BLDG PERMIT 19-068	Invoice	06/27/2019	10/09/2019	4,859.00	4,859.00	230-00-32810		1319	1
111842	6	REFUND BLDG PERMIT 19-068	Invoice	06/27/2019	10/09/2019	50.00	50.00	210-00-34612		1319	1
Total 5770 CURMUDG3N, LLC:						15,235.95	15,235.95				
781 DIG LINE											
006114	1	0061149-IN DIG LINE FEES W	Invoice	08/31/2019	10/09/2019	78.76	78.76	200-60-41325		919	1
006114	2	0061149-IN DIG LINE FEES WW	Invoice	08/31/2019	10/09/2019	78.76	78.76	210-70-41325		919	1
Total 781 DIG LINE:						157.52	157.52				
1945 DITCH WITCH OF THE ROCKIES											
8-28-19	1	SUCTION HOSE	Invoice	08/28/2019	10/09/2019	170.60	170.60	200-60-41405		919	1
Total 1945 DITCH WITCH OF THE ROCKIES:						170.60	170.60				
304 DIVISION OF BUILDING SAFETY											
SEPT	1	PERMIT & FEES September 2019	Invoice	10/02/2019	10/09/2019	14,485.95	14,485.95	100-00-20325		1019	1
Total 304 DIVISION OF BUILDING SAFETY :						14,485.95	14,485.95				
3094 ENERGY LABORATORIES, INC.											
265828	1	LAB TESTING WW	Invoice	09/25/2019	10/09/2019	130.00	130.00	210-70-41795		1319	1
266195	2	LAB TESTING WW	Invoice	09/26/2019	10/09/2019	245.00	245.00	210-70-41795		1319	1
Total 3094 ENERGY LABORATORIES, INC.:						375.00	375.00				
4664 FITZPATRICK, KEVIN											
9/23/19	1	2019 Mural Art (Jane's). Contract total \$1500. Final P	Invoice	09/23/2019	10/09/2019	100.00	100.00	100-20-41709		919	1
Total 4664 FITZPATRICK, KEVIN:						100.00	100.00				
4572 FLETCHER, KRISTIN											
9-10-19	1	Reimbursement for table top sign holders--programs	Invoice	09/10/2019	10/09/2019	44.47	44.47	100-45-41549	19.45.0001.1	919	1
9-24-19	1	Reimbursement for refreshments included in grant fu	Invoice	09/24/2019	10/09/2019	10.58	10.58	100-45-41549	19.45.0001.1	919	1

Invoice Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 4572 FLETCHER, KRISTIN:										
					55.05	55.05				
2652 G C SYSTEMS INCORPORATED										
38387	1 VALVE REBUILD PARTS	Invoice	09/23/2019	10/09/2019	659.78	659.78	200-60-41405	1319	1319	1
Total 2652 G C SYSTEMS INCORPORATED :										
					659.78	659.78				
101 GALENA ENGINEERING, INC.										
09-01-1	1 DRAWING UPDATES	Invoice	09/01/2019	10/09/2019	457.97	457.97	100-40-41313	919	919	1
09-01-1	2 DRAWING UPDATES	Invoice	09/01/2019	10/09/2019	457.97	457.97	200-60-41313	919	919	1
09-01-1	3 DRAWING UPDATES	Invoice	09/01/2019	10/09/2019	457.98	457.98	210-70-41313	919	919	1
9-1-19	1 HEAGLE PARK RESTROOMS	Invoice	09/01/2019	10/09/2019	577.50	577.50	100-50-41313	919	919	1
9-1-19	2 IWRB - WAR EAGLE DR DRAINAGE	Invoice	09/01/2019	10/09/2019	1,162.50	1,162.50	160-42-41313	18.40.0007.1	919	1
Total 101 GALENA ENGINEERING, INC.:										
					3,113.92	3,113.92				
213 GALLS, AN ARAMARK COMPANY										
013543	1 duty HOLSTER	Invoice	08/28/2019	10/09/2019	129.00	129.00	100-25-41703	1319	1319	1
9/6/19	1 UNIFORMS FOR OFFICERS	Invoice	09/06/2019	10/09/2019	120.66	120.66	100-25-41703	1319	1319	1
Total 213 GALLS, AN ARAMARK COMPANY:										
					249.66	249.66				
3031 GARRET & COMPANY INC.										
1168	2 1168 TOT SEATS	Invoice	08/13/2019	10/09/2019	305.84	305.84	100-50-41403	1319	1319	1
1176	1 1176 INCLUSIVE SWING SEAT	Invoice	08/27/2019	10/09/2019	1,220.00	1,220.00	100-50-41403	1319	1319	1
Total 3031 GARRET & COMPANY INC.:										
					1,525.84	1,525.84				
369 GEM STATE WELDERS SUPPLY INC.										
E26009	1 FIRE EXTINGUISHERS W.	Invoice	09/18/2019	10/09/2019	157.09	157.09	200-60-41415	919	919	1
E26030	1 FIRE EXTINGUISHER SERVICE W.	Invoice	09/11/2019	10/09/2019	34.00	34.00	200-60-41413	919	919	1
Total 369 GEM STATE WELDERS SUPPLY INC.:										
					191.09	191.09				
4307 GILMORE, WILLIAM										
9-5-19	1 WATER SMARTY REBATE - 217 3RD AVE S	Invoice	09/05/2019	10/09/2019	2,000.00	2,000.00	200-60-41324	16.60.0002.1	919	1
Total 4307 GILMORE, WILLIAM:										
					2,000.00	2,000.00				

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
658		HAILEY CHAMBER OF COMMERCE									
SEPT	2	CHAMBER LOT EXPENSES september 2019	Invoice	10/04/2019	10/09/2019	1,239.93	1,239.93	100-00-20325		1319	1
Total 658 HAILEY CHAMBER OF COMMERCE:											
						1,239.93	1,239.93				
763		HAILEY PAINT AND SUPPLY									
9-19-19	1	Exterior Paint for Owl Mural 2019	Invoice	09/19/2019	10/09/2019	521.56	521.56	100-20-41709		919	1
Total 763 HAILEY PAINT AND SUPPLY :											
						521.56	521.56				
4669		HASKELL, NATHANIEL & AUTUMIN									
9/24/19	1	Refund credit balance 620 Myrtle St E	Invoice	09/24/2019	10/09/2019	222.27	222.27	100-00-15110		919	1
Total 4669 HASKELL, NATHANIEL & AUTUMIN:											
						222.27	222.27				
5410		HDR ENGINEERING INC									
120021	1	1200217109 FACILITY PLANNING STUDY - PAYME	Invoice	09/19/2019	10/09/2019	2,264.30	2,264.30	210-70-41313	19.70.0001.1	919	1
Total 5410 HDR ENGINEERING INC:											
						2,264.30	2,264.30				
2392		HY LIFT CRANE SERVICE									
2147	1	REMOVE AND SET VALVE AND PUMP IMPELLER	Invoice	10/02/2019	10/09/2019	450.00	450.00	210-70-41775		1019	1
Total 2392 HY LIFT CRANE SERVICE:											
						450.00	450.00				
2130		IDAHO ASPHALT SUPPLY									
5-4085	1	5-408523 CREDIT CRS-2R - CHIP SEAL	Invoice	08/21/2019	09/23/2019	14,174.00	14,174.00	100-40-41403	19.40.0005.1	919	1
5-4086	1	CREDIT - 5-408643 CRS-2-R - CHIP SEAL	Invoice	08/21/2019	10/09/2019	1,292.00	1,292.00	100-40-41403	19.40.0005.1	919	1
Total 2130 IDAHO ASPHALT SUPPLY :											
						15,466.00	15,466.00				
3124		IDAHO BUREAU OF W & WW PROF.									
ELLSW	1	EXAM FEE - WASTEWATER	Invoice	10/03/2019	10/09/2019	62.00	62.00	210-70-41723		1319	1
Total 3124 IDAHO BUREAU OF W & WW PROF.:											
						62.00	62.00				
671		IDAHO LUMBER & HARDWARE									
787070	1	787070 CHAIN LINK	Invoice	08/14/2019	10/09/2019	218.90	218.90	100-50-41403		919	1
787070	2	790469 PAINT, WASP SPRAY, PAINT THINNER, IMP	Invoice	08/14/2019	10/09/2019	41.35	41.35	100-50-41403		919	1
787070	3	791208 PAINTBRUSH	Invoice	08/14/2019	10/09/2019	25.98	25.98	100-50-41403		919	1

Unpaid Invoice Report - MARY'S APPROVAL
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City of Hailey

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
787070	4	790658 SANDER, PAPER, DISCS	Invoice	08/14/2019	10/09/2019	75.66	75.66	100-50-41403		919	1
787070	5	790612 SANDING PAPER	Invoice	08/14/2019	10/09/2019	11.18	11.18	100-50-41403		919	1
787070	6	790682 SANDDISC	Invoice	08/14/2019	10/09/2019	9.18	9.18	100-50-41403		919	1
787070	7	791048 LINE TRIMMER	Invoice	08/14/2019	10/09/2019	22.99	22.99	100-50-41403		919	1
787070	8	790871 PAINTBRUSH	Invoice	08/14/2019	10/09/2019	38.97	38.97	100-50-41403		919	1
787070	9	791686 BOARDS, SCREWS, CONCRETE FAST-SE	Invoice	08/14/2019	10/09/2019	63.55	63.55	100-50-41403		919	1
787070	10	791392 SANDER, EXTENSION CORDS	Invoice	08/14/2019	10/09/2019	159.97	159.97	100-50-41403		919	1
787070	11	792201 ANCHOR SHACKLE, SPRING CLAMP	Invoice	08/14/2019	10/09/2019	39.12	39.12	100-50-41403		919	1
790831	1	HOSE FOR HPD	Invoice	09/12/2019	10/09/2019	25.99	25.99	100-25-41415		1319	1
791316	1	791316 THERMOPLASTIC MATERIALS	Invoice	09/16/2019	10/09/2019	58.09	58.09	100-40-41403		919	1
791320	1	791320 LIBRARY MASONRY DRILL BIT FOR BOOK	Invoice	09/16/2019	10/09/2019	8.99	8.99	100-45-41215		919	1
791432	1	791432 CREDIT 765241 OVERPAYMENT	Invoice	09/17/2019	10/09/2019	15.99-	15.99-	100-40-41403		919	1
791607	1	TRAILER RECEIVER AND BALL	Invoice	09/18/2019	10/09/2019	43.97	43.97	200-60-41415		919	1
791618	1	CREDIT	Invoice	09/18/2019	10/09/2019	19.99	19.99	200-60-41415		919	1
791808	1	791808 anchor shackle and spring Snap link -514 rep	Invoice	09/19/2019	10/09/2019	30.93	30.93	100-55-41415		919	1
791959	1	791959 oil and Chain oil	Invoice	09/20/2019	10/09/2019	45.94	45.94	100-55-41415		919	1
792246	1	792246 PAINT BRUSH, SCRPAPE, KNIFE	Invoice	09/23/2019	10/09/2019	44.96	44.96	100-50-41403		1319	1
792347	1	792347 BOLT EYE LAG	Invoice	09/24/2019	10/09/2019	5.58	5.58	100-40-41403		919	1
792380	1	792380 Clamp hose 514	Invoice	09/24/2019	10/09/2019	6.36	6.36	100-55-41415		919	1
792511	1	792511 OIL, GLOVES	Invoice	09/25/2019	10/09/2019	25.57	25.57	100-50-41403		1319	1
792535	1	792535 PAINT BRUSH, DROP CLOTH, TARP	Invoice	09/25/2019	10/09/2019	67.54	67.54	100-50-41403		1319	1
792541	1	COLD PATCH	Invoice	09/25/2019	10/09/2019	29.98	29.98	200-60-41403		1319	1
792586	1	COLD PATCH	Invoice	09/25/2019	10/09/2019	14.99	14.99	200-60-41403		1319	1
792691	1	792691 DUCT TAPE	Invoice	09/26/2019	10/09/2019	10.99	10.99	100-50-41403		1319	1
792806	1	BLUE BOARD	Invoice	09/26/2019	10/09/2019	18.58	18.58	200-60-41403		1319	1
793191	1	HOSE CLAMPS	Invoice	09/30/2019	10/09/2019	3.58	3.58	200-60-41403		1319	1
Total 671 IDAHO LUMBER & HARDWARE:						1,152.89	1,152.89				
5631 IDAHO MATERIALS AND CONSTRUCTION											
20137	1	20137 - MYRTLE ST. CONNECTOR - PAY ESTIMAT	Invoice	10/03/2019	10/09/2019	331,811.45	331,811.45	120-40-41525	18.40.0002.1	1319	2
Total 5631 IDAHO MATERIALS AND CONSTRUCTION:						331,811.45	331,811.45				
400 IDAHO MOUNTAIN EXPRESS											
8/31/19	1	P&Z 8/26 Sweetwater Final Plat	Invoice	08/31/2019	10/07/2019	44.16	44.16	100-20-41313		1319	1
8/31/19	2	P&Z 8/7 Lot Line Adj. 1331 Baldy View Dr	Invoice	08/31/2019	10/07/2019	32.20	32.20	100-20-41313		1319	1
8/31/19	3	A/W/S 8/7 budget/water fees	Invoice	08/31/2019	10/07/2019	175.20	175.20	100-15-41313		1319	1
8/31/19	4	A/W/S 8/7 budget/water fees	Invoice	08/31/2019	10/07/2019	175.20	175.20	200-15-41313		1319	1
8/31/19	5	A/W/S 8/7 budget/water fees	Invoice	08/31/2019	10/07/2019	175.20	175.20	210-15-41313		1319	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
8/31/19	6	P&Z 8/14 401 S River FAPO Demo	Invoice	08/31/2019	10/07/2019	29.44	29.44	100-20-41313		1319	1
8/31/19	7	P&Z 8/14 407 S River FAPO Demo	Invoice	08/31/2019	10/07/2019	31.28	31.28	100-20-41313		1319	1
8/31/19	8	P&Z 9/9 FAPO	Invoice	08/31/2019	10/07/2019	51.52	51.52	100-20-41313		1319	1
8/31/19	9	P&Z 8/21 407 S River FAPO Demo	Invoice	08/31/2019	10/07/2019	31.28	31.28	100-20-41313		1319	1
8/31/19	10	P&Z 8/21 401 S River FAPO Demo	Invoice	08/31/2019	10/07/2019	32.20	32.20	100-20-41313		1319	1
8/31/19	11	A/W/S 8/28 Candidate Filing Deadline	Invoice	08/31/2019	10/07/2019	11.04	11.04	100-15-41313		1319	1
8/31/19	12	A/W/S 8/28 Candidate Filing Deadline	Invoice	08/31/2019	10/07/2019	11.04	11.04	200-15-41313		1319	1
8/31/19	13	A/W/S 8/28 Candidate Filing Deadline	Invoice	08/31/2019	10/07/2019	11.04	11.04	210-15-41313		1319	1
8/31/19	14	P&Z 9/16 FAPO	Invoice	08/31/2019	10/07/2019	84.64	84.64	100-20-41313		1319	1
8/31/19	15	8/21 Streets Employment AD	Invoice	08/31/2019	10/07/2019	85.78	85.78	100-40-41313		1319	1
8/31/19	16	8/21 Parks Employment AD	Invoice	08/31/2019	10/07/2019	85.78	85.78	100-50-41313		1319	1
8/31/19	17	8/23,8/28,8/30 Streets Employment AD	Invoice	08/31/2019	10/07/2019	135.51	135.51	100-40-41313		1319	1
8/31/19	18	8/23,8/28,8/30 Parks Employment AD	Invoice	08/31/2019	10/07/2019	135.51	135.51	100-50-41313		1319	1
8/31/19	19	8/23,8/28,8/30 Fire Employment AD	Invoice	08/31/2019	10/07/2019	135.51	135.51	100-55-41313		1319	1
Total 400 IDAHO MOUNTAIN EXPRESS:						1,473.53	1,473.53				
22433 IDAHO POWER											
9/30/19	1	IP Acont#2204837906 STREET	Invoice	09/30/2019	10/09/2019	1,592.83	1,592.83	100-40-41715		1319	1
9/30/19	2	IP Acont#22062003362 WATER	Invoice	09/30/2019	10/09/2019	9,489.95	9,489.95	200-60-41717		1319	1
9/30/19	3	IP Acont#2206105138 STREET	Invoice	09/30/2019	10/09/2019	61.22	61.22	100-40-41715		1319	1
9/30/19	4	IP Acont#2220558932 LIONS/11 CROY CREEK	Invoice	09/30/2019	10/09/2019	242.89	242.89	100-40-41717		1319	1
9/30/19	5	IP Acont#2205094259 PARK	Invoice	09/30/2019	10/09/2019	266.69	266.69	100-50-41717		1319	1
9/30/19	6	IP Acont#2205094259 Rodeo	Invoice	09/30/2019	10/09/2019	189.39	189.39	100-50-41617		1319	1
9/30/19	7	IP Acont#2205094259 ICE RINK/SKATE	Invoice	09/30/2019	10/09/2019	23.17	23.17	100-50-41617		1319	1
9/30/19	8	IP Acont#2205094259 INTERP	Invoice	09/30/2019	10/09/2019	109.19	109.19	100-10-41717		1319	1
Total 22433 IDAHO POWER:						11,975.33	11,975.33				
138 IDAHO RURAL WATER ASSOC.											
E13237	1	TRAINING- HOLTZEN & BALIS	Invoice	10/04/2019	10/09/2019	400.00	400.00	200-60-41723		1019	1
Total 138 IDAHO RURAL WATER ASSOC. :						400.00	400.00				
849 IDAHO STATE TAX COMMISSION											
07/07/1	1	7/1/19 - 9/30/19 STATE SALES & USE TAX	Invoice	10/01/2019	10/09/2019	580.76	580.76	100-00-20317		1319	1
Total 849 IDAHO STATE TAX COMMISSION :						580.76	580.76				

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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
534 IDEQ											
202006	1	DRINKING WATER FEE ASSESSMENT QUARTERL	Invoice	09/09/2019	10/09/2019	2,747.00	2,747.00	200-60-41311		919	1
Total 534 IDEQ:						2,747.00	2,747.00				
612 INGRAM BOOK COMPANY											
417880	1	Library Books and Materials	Invoice	09/05/2019	10/07/2019	33.01	33.01	100-45-41535		919	1
417880	1	Library Books and Materials	Invoice	09/05/2019	10/07/2019	22.93	22.93	100-45-41535		919	1
417880	1	Library Books and Materials	Invoice	09/05/2019	10/07/2019	58.01	58.01	100-45-41535		919	1
418094	1	Library Books and Materials	Invoice	09/06/2019	10/07/2019	13.99	13.99	100-45-41535		919	1
418094	1	Library Books and Materials	Invoice	09/06/2019	10/07/2019	8.39	8.39	100-45-41535		919	1
418094	1	Library Books and Materials	Invoice	09/06/2019	10/07/2019	30.78	30.78	100-45-41535		919	1
418094	2	Library Books and Materials	Invoice	09/06/2019	10/07/2019	20.70	20.70	100-45-41535	19.45.0011.1	919	1
418094	2	Library Books and Materials	Invoice	09/06/2019	10/07/2019	176.90	176.90	100-45-41535	19.45.0001.1	919	1
418520	1	Library Books and Materials	Invoice	09/10/2019	10/07/2019	9.27	9.27	100-45-41535		919	1
418520	1	Library Books and Materials	Invoice	09/10/2019	10/07/2019	15.68	15.68	100-45-41535		919	1
418520	1	Library Books and Materials	Invoice	09/10/2019	10/07/2019	19.58	19.58	100-45-41535		919	1
418520	1	Library Books and Materials	Invoice	09/10/2019	10/07/2019	46.48	46.48	100-45-41535		919	1
418520	2	Library Books and Materials	Invoice	09/10/2019	10/07/2019	31.13	31.13	100-45-41535	19.45.0011.1	919	1
418855	1	Library Books and Materials	Invoice	09/11/2019	10/07/2019	22.00	22.00	100-45-41535		919	1
418878	1	Library Books and Materials	Invoice	09/11/2019	10/07/2019	15.67	15.67	100-45-41535		919	1
418878	1	Library Books and Materials	Invoice	09/11/2019	10/07/2019	723.59	723.59	100-45-41535		919	1
419136	1	Library Books and Materials	Invoice	09/12/2019	10/07/2019	20.14	20.14	100-45-41535		919	1
419205	1	Library Books and Materials	Invoice	09/13/2019	10/07/2019	14.85	14.85	100-45-41535		919	1
420257	1	Library Books and Materials	Invoice	09/19/2019	10/09/2019	16.23	16.23	100-45-41535		1319	1
420257	1	Library Books and Materials	Invoice	09/19/2019	10/09/2019	14.55	14.55	100-45-41535		1319	1
420257	1	Library Books and Materials	Invoice	09/19/2019	10/09/2019	20.14	20.14	100-45-41535		1319	1
420257	1	Library Books and Materials	Invoice	09/19/2019	10/09/2019	88.16	88.16	100-45-41535		1319	1
420257	1	Library Books and Materials	Invoice	09/19/2019	10/09/2019	21.26	21.26	100-00-20330		1319	1
420257	1	Library Books and Materials	Invoice	09/19/2019	10/09/2019	41.96	41.96	100-45-41535		1319	1
420257	1	Library Books and Materials	Invoice	09/19/2019	10/09/2019	50.38	50.38	100-45-41535		1319	1
Total 612 INGRAM BOOK COMPANY:						1,491.78	1,491.78				
229 INTEGRATED TECHNOLOGIES											
123320	1	TONER/INK COLOR FOR HPD PRINTER SHARP	Invoice	07/12/2019	10/09/2019	287.39	287.39	100-25-41411		1319	1
123505	1	COPIER SERVICE CONTRACT JULY	Invoice	07/19/2019	10/09/2019	66.55	66.55	100-25-41411		1319	1
126123	1	COPIER SERVICE CONTRACT AUGUST	Invoice	08/23/2019	10/09/2019	80.72	80.72	100-25-41411		1319	1
127790	1	COPIER SERVICE CONTRACT SEPTEMBER	Invoice	09/19/2019	10/09/2019	66.55	66.55	100-25-41411		1319	1
128016	1	XEROX BASE RATE Invoice#128016	Invoice	09/23/2019	10/09/2019	60.50	60.50	100-20-41323		1319	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
128016	2	XEROX BW	Invoice	09/23/2019	10/09/2019	18.72	18.72	100-20-41323		1319	1
128016	3	XEROX COLOR	Invoice	09/23/2019	10/09/2019	276.83	276.83	100-20-41323		1319	1
Total 229 INTEGRATED TECHNOLOGIES:						857.26	857.26				
384 INTERMOUNTAIN GAS COMPANY											
9/23/19	1	meter 536199 P/W 33.3%	Invoice	09/23/2019	10/07/2019	1.80	1.80	100-42-41717		919	1
9/23/19	2	meter 536199 P/W 33.3%	Invoice	09/23/2019	10/07/2019	1.81	1.81	200-42-41717		919	1
9/23/19	3	meter 536199 P/W 33.3%	Invoice	09/23/2019	10/07/2019	1.81	1.81	210-42-41717		919	1
9/23/19	4	METER 536199 library	Invoice	09/23/2019	10/07/2019	5.43	5.43	100-45-41717		919	1
9/23/19	5	meter 520352 PW 1241 WAR EAGLE	Invoice	09/23/2019	10/07/2019	9.79	9.79	100-50-41717		919	1
9/23/19	6	meter 223166 4297 Glenbrook Shop	Invoice	09/23/2019	10/07/2019	9.79	9.79	210-70-41717		919	1
9/23/19	7	meter 482629802 HAILEY POLICE-ARMORY	Invoice	09/23/2019	10/07/2019	39.36	39.36	100-25-41717		919	1
9/23/19	8	meter 517964 Woodside Treatment Plant	Invoice	09/23/2019	10/07/2019	9.79	9.79	210-70-41717		919	1
9/23/19	9	meter 223157 4297 Glenbrook A	Invoice	09/23/2019	10/07/2019	19.28	19.28	210-70-41717		919	1
9/23/19	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	09/23/2019	10/07/2019	84.76	84.76	210-70-41717		919	1
9/23/19	11	meter 475252 WW Treatment Plant	Invoice	09/23/2019	10/07/2019	30.91	30.91	210-70-41717		919	1
9/23/19	12	meter 529797 STREET 1811 Merlin LP	Invoice	09/23/2019	10/07/2019	30.91	30.91	100-40-41717		919	1
9/23/19	13	meter 475481 HFD	Invoice	09/23/2019	10/07/2019	18.23	18.23	100-55-41717		919	1
Total 384 INTERMOUNTAIN GAS COMPANY:						263.67	263.67				
461 INTERMOUNTAIN SECTION AWWA											
200004	1	ANNUAL CONFERENCE	Invoice	09/04/2019	10/09/2019	599.00	599.00	200-60-41723		1019	1
Total 461 INTERMOUNTAIN SECTION AWWA:						599.00	599.00				
4668 IVERSON, CLIFF AND RHONDA											
9/13/19	1	Retund CR bal. 620 Deertrail Dr	Invoice	09/13/2019	10/09/2019	39.26	39.26	100-00-15110		919	1
Total 4668 IVERSON, CLIFF AND RHONDA:						39.26	39.26				
50395 JACKSON GROUP PETERBILT											
207936	1	207936 TORQUE RODS	Invoice	09/10/2019	10/07/2019	503.12	503.12	100-40-41405		919	1
Total 50395 JACKSON GROUP PETERBILT:						503.12	503.12				
330 JANE'S ARTIFACTS											
045344	1	# 045344 Office Supplies: Paper Clips & Thank You C	Invoice	09/24/2019	10/09/2019	9.79	9.79	100-20-41211		919	1
045488	1	#045488 Binder clips, batteries, and date stamp	Invoice	10/04/2019	10/09/2019	25.24	25.24	100-15-41215		1019	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
045488	2	#045488 Binder clips, batteries, and date stamp	Invoice	10/04/2019	10/09/2019	25.24	25.24	200-15-41215		1019	1
045488	3	#045488 Binder clips, batteries, and date stamp	Invoice	10/04/2019	10/09/2019	25.25	25.25	210-15-41215		1019	1
Total 330 JANE'S ARTIFACTS:											
						85.52	85.52				
7327 JML PUBLISHING											
8458	1	website CLEAN UP	Invoice	09/01/2019	10/09/2019	75.00	75.00	100-25-41319		1319	1
						75.00	75.00				
Total 7327 JML PUBLISHING:											
						75.00	75.00				
50381 JOHNNY B TRANSPORT											
040758	1	0407588 TRANSPORT MATERIAL - CHIP SEAL	Invoice	08/19/2019	10/09/2019	1,876.59	1,876.59	100-40-41403	19.40.0005.1	919	1
040758	2	0407589 TRANSPORT MATERIAL - CHIP SEAL	Invoice	08/19/2019	10/09/2019	2,566.59	2,566.59	100-40-41403	19.40.0005.1	919	1
040758	3	0407619 TRANSPORT MATERIAL - CHIP SEAL	Invoice	08/19/2019	10/09/2019	3,274.35	3,274.35	100-40-41403	19.40.0005.1	919	1
040758	4	0408445A TRANSPORT MATERIAL - CHIP SEAL	Invoice	08/19/2019	10/09/2019	2,912.86	2,912.86	100-40-41403	19.40.0005.1	919	1
040758	5	0408523 TRANSPORT MATERIAL - CHIP SEAL	Invoice	08/19/2019	10/09/2019	553.62	553.62	100-40-41403	19.40.0005.1	919	1
040758	6	0408643 TRANSPORT MATERIAL - CHIP SEAL	Invoice	08/19/2019	10/09/2019	51.94	51.94	100-40-41403	19.40.0005.1	919	1
						11,235.95	11,235.95				
Total 50381 JOHNNY B TRANSPORT:											
						11,235.95	11,235.95				
4542 KETCHUM COMPUTERS											
16409	1	#16409 W.W. - Caselle log in issue	Invoice	09/30/2019	10/09/2019	38.75	38.75	210-70-41313		1319	1
16409	2	#16409 Police- phone records for England, Contribut	Invoice	09/30/2019	10/09/2019	155.00	155.00	100-25-41313		1319	1
16409	3	#16409 Admin- monthly updates, server down, move	Invoice	09/30/2019	10/09/2019	915.48	915.48	100-15-41313		1319	1
16409	4	#16409 Admin- monthly updates, server down, move	Invoice	09/30/2019	10/09/2019	915.49	915.49	200-15-41313		1319	1
16409	5	#16409 Admin- monthly updates, server down, move	Invoice	09/30/2019	10/09/2019	915.49	915.49	210-15-41313		1319	1
						2,940.21	2,940.21				
Total 4542 KETCHUM COMPUTERS:											
						2,940.21	2,940.21				
4674 KILPATRICK, DIANA											
911/19	1	Refund CR bal. 863 Heartland way	Invoice	09/01/2019	10/09/2019	55.71	55.71	100-00-15110		1319	1
						55.71	55.71				
Total 4674 KILPATRICK, DIANA:											
						55.71	55.71				
386 L.L. GREENS											
8-31-19	1	D36275 KEY DUPLICATES	Invoice	08/31/2019	10/09/2019	9.64	9.64	100-50-41403		919	1
8-31-19	2	A555905 SOCKETS, KNIFE, TOOL SET, UTILITY BL	Invoice	08/31/2019	10/09/2019	108.06	108.06	100-50-41403		919	1
8-31-19	3	D36835 OIL, SQUARE TO HEX	Invoice	08/31/2019	10/09/2019	28.07	28.07	100-50-41403		919	1
8-31-19	4	A559907 ANCHOR SHACKLE	Invoice	08/31/2019	10/09/2019	25.96	25.96	100-50-41403		919	1
8-31-19	5	A559830 TORX SOCKET	Invoice	08/31/2019	10/09/2019	4.79	4.79	100-50-41403		919	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
8-31-19	6	A560225 SPRING SNAP	Invoice	08/31/2019	10/09/2019	107.94	107.94	100-50-41403	919	919	1
8-31-19	7	B315606 BLUE MASKING TAPE	Invoice	08/31/2019	10/09/2019	7.29	7.29	100-50-41403	919	919	1
8-31-19	8	A559637 SANDING DISC	Invoice	08/31/2019	10/09/2019	7.79	7.79	100-50-41403	919	919	1
9-12-19	1	B315326 SANDING BELT, DISC	Invoice	09/12/2019	10/09/2019	21.37	21.37	100-50-41403	919	919	1
9-12-19	2	A558922 SWIVEL SAFETY HASP	Invoice	09/12/2019	10/09/2019	7.79	7.79	100-50-41403	919	919	1
9-12-19	3	D37135 KEY DUPLICATE	Invoice	09/12/2019	10/09/2019	5.37	5.37	100-50-41403	919	919	1
A58605	1	A560532 ENTRY LEVEL, SAND BELT	Invoice	09/26/2019	10/09/2019	118.36	118.36	100-50-41403	1319	1319	1
B31665	1	B316656 Fasteners and Key Chains	Invoice	10/03/2019	10/09/2019	1.16	1.16	100-15-41215	1019	1019	1
B31665	2	B316656 Fasteners and Key Chains	Invoice	10/03/2019	10/09/2019	1.15	1.15	200-15-41215	1019	1019	1
B31665	3	B316656 Fasteners and Key Chains	Invoice	10/03/2019	10/09/2019	1.15	1.15	210-15-41215	1019	1019	1
Total 366 L.L. GREENS						455.89	455.89				
4676 LEDERMAN, DAVID											
9/30/19	1	Refund remaining Deposit- 741 Willow Dr A2	Invoice	09/30/2019	10/09/2019	123.29	123.29	200-00-20314	1319	1319	1
Total 4676 LEDERMAN, DAVID:						123.29	123.29				
366 LES SCHWAB TIRE CENTER											
11/7005	1	WHEEL SWITCH	Invoice	08/06/2019	10/09/2019	46.00	46.00	100-25-41415	1319	1319	1
Total 366 LES SCHWAB TIRE CENTER:						46.00	46.00				
928 MAGIC VALLEY LABS, INC.											
13322	1	DRINKING WATER BACTERIA SAMPLES	Invoice	08/27/2019	10/09/2019	162.00	162.00	200-60-41795	919	919	1
13322	2	INDIAN CREEK WEEKLY SAMPLE	Invoice	08/27/2019	10/09/2019	200.00	200.00	200-60-41795	919	919	1
13322	3	CONSTRUCTION SAMPLES	Invoice	08/27/2019	10/09/2019	72.00	72.00	200-60-41795	919	919	1
13322	4	TTHM & HAA5	Invoice	08/27/2019	10/09/2019	259.00	259.00	200-60-41795	919	919	1
13322	5	NITRATE	Invoice	08/27/2019	10/09/2019	100.00	100.00	200-60-41795	919	919	1
13322	6	IOC'S	Invoice	08/27/2019	10/09/2019	945.00	945.00	200-60-41795	919	919	1
13322	7	ARSENIC	Invoice	08/27/2019	10/09/2019	150.00	150.00	200-60-41795	919	919	1
13322	8	SODIUM	Invoice	08/27/2019	10/09/2019	150.00	150.00	200-60-41795	919	919	1
13322	9	FLUORIDE	Invoice	08/27/2019	10/09/2019	90.00	90.00	200-60-41795	919	919	1
13322	10	COOLER RETURN	Invoice	08/27/2019	10/09/2019	20.00	20.00	200-60-41795	919	919	1
Total 928 MAGIC VALLEY LABS, INC.:						2,148.00	2,148.00				
4495 MIDWEST TAPE											
978894	1	Library materials for collection	Invoice	09/06/2019	10/07/2019	79.98	79.98	100-45-41535	919	919	1
978894	1	Library materials for collection	Invoice	09/06/2019	10/07/2019	410.07	410.07	100-45-41535	919	919	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
979201	1	Library materials for collection	Invoice	09/13/2019	10/09/2019	176.67	176.67	100-45-41535		1319	1
979499	1	Library materials for collection	Invoice	09/20/2019	10/09/2019	34.99	34.99	100-45-41535		1319	1
979506	1	library materials/ dvd	Invoice	09/20/2019	10/09/2019	24.99	24.99	100-45-41535		1319	1
		Total 4495 MIDWEST TAPE:				726.70	726.70				
		5738 MORGAN'S FINE FINISHES									
84546	1	84546 PAINT HOP PORTER PARK PLAY STRUCTU	Invoice	09/20/2019	10/09/2019	11,280.00	11,280.00	120-50-41539	18.50.0002.1	1319	1
		Total 5738 MORGAN'S FINE FINISHES:				11,280.00	11,280.00				
		735 MPH INDUSTRIES, INC.									
600885	1	SERVICE CALL	Invoice	08/22/2019	10/09/2019	127.76	127.76	100-25-41415		1319	1
600885	1	SERVICE CALL	Invoice	08/22/2019	10/09/2019	59.95	59.95	100-25-41415		1319	1
		Total 735 MPH INDUSTRIES, INC. :				187.71	187.71				
		251 NAPA AUTO PARTS									
982889	1	982889 CORE DEPOSIT	Invoice	08/08/2019	10/09/2019	21.60	21.60	100-40-41405		919	1
983369	1	983369 HOSE FOR HOP STRUCTURE CHAIN SAF	Invoice	08/15/2019	10/09/2019	106.00	106.00	100-50-41403		919	1
983369	2	988154 SERVICE PARTS FOR WHITE PARKS RAN	Invoice	08/15/2019	10/09/2019	39.55	39.55	100-50-41415		919	1
986823	1	986823 RETRIEVING TOOL	Invoice	09/10/2019	10/07/2019	10.99	10.99	100-40-41405		919	1
986891	1	986891 BOLTS	Invoice	09/11/2019	10/07/2019	11.96	11.96	100-40-41405		919	1
986895	1	986895 BLOWER MOTOR ASSEMBLY	Invoice	09/11/2019	10/07/2019	63.40	63.40	100-40-41405		919	1
986977	1	986977 CLAMPS, NUTS, WASHERS	Invoice	09/11/2019	10/07/2019	65.50	65.50	100-40-41405		919	1
987540	1	987540 BLADE	Invoice	09/16/2019	10/07/2019	130.98	130.98	100-40-41405		919	1
987797	1	987797 RELAY, SWITCH	Invoice	09/18/2019	10/07/2019	64.78	64.78	100-40-41405		919	1
987802	1	987802 GLOW PLUGS	Invoice	09/18/2019	10/07/2019	46.47	46.47	100-40-41405		919	1
987806	1	987806 CLIP, QUICK LINK, SECURITY SNAP	Invoice	09/18/2019	10/07/2019	84.27	84.27	100-40-41403		919	1
987992	1	987992 THIMBLES	Invoice	09/19/2019	10/07/2019	49.50	49.50	100-40-41403		919	1
988040	1	988040 BRAKE CLEANER	Invoice	09/19/2019	10/07/2019	29.88	29.88	100-40-41405		919	1
988407	1	988407 SEAL KIT	Invoice	09/23/2019	10/07/2019	17.93	17.93	100-40-41405		919	1
		Total 251 NAPA AUTO PARTS:				742.81	742.81				
		1919 NICHE ACADEMY									
3889	1	#3889 ANNUAL SUBSCRIPTION	Invoice	10/01/2019	10/09/2019	1,000.00	1,000.00	100-45-41325		919	1
		Total 1919 NICHE ACADEMY:				1,000.00	1,000.00				

Unpaid Invoice Report - MARY'S APPROVAL
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City of Hailey

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
257 NORTHWEST EQUIPMENT SALES, INC											
163799	1	163799T CREDIT - CORE RETURN	Invoice	04/03/2019	05/13/2019	562.50-	562.50-	100-40-41405		419	1
Total 257 NORTHWEST EQUIPMENT SALES, INC:						562.50-	562.50-				
401 OHIO GULCH TRANSFER STATION											
128210	1	128210 ASPHALT DIRT LUMBER	Invoice	09/01/2019	10/09/2019	295.80	295.80	100-40-41403		919	1
128210	2	128199 ASPHALT DIRT LUMBER	Invoice	09/01/2019	10/09/2019	458.80	458.80	100-40-41403		919	1
Total 401 OHIO GULCH TRANSFER STATION:						754.60	754.60				
50387 OLD CUTTERS HOMEOWNERS ASSOC.											
1194	1	1194 55% POWER BILL SEPT 2019	Invoice	09/23/2019	10/09/2019	197.27	197.27	100-50-41717		1319	1
Total 50387 OLD CUTTERS HOMEOWNERS ASSOC.:						197.27	197.27				
50298 O'REILLY AUTO PARTS											
2963-1	1	2963-125856 timing belt, engine mount	Invoice	06/29/2019	10/09/2019	82.04	82.04	100-25-41415		1319	1
2963-1	1	2963-125857 CREDIT timing belt, engine mount	Invoice	06/29/2019	10/09/2019	82.04-	82.04-	100-25-41415		1319	1
4635-4	1	4635-442957 HPD3 battery and wipes	Invoice	07/31/2019	10/09/2019	134.58	134.58	100-25-41415		1319	1
4635-4	1	4635-442957 HPD5 Battery	Invoice	08/14/2019	10/09/2019	123.12	123.12	100-25-41415		1319	1
4635-4	1	4635-445924 CREDIT battery	Invoice	08/14/2019	10/09/2019	10.00-	10.00-	100-25-41415		1319	1
4635-4	1	4635-451515 SAND PAPER	Invoice	09/12/2019	10/09/2019	63.50	63.50	100-40-41405		919	1
4635-4	1	CAPSULE FOR HPD VEHICLE	Invoice	09/17/2019	10/09/2019	55.38	55.38	100-25-41415		1319	1
4635-4	1	TRAILER HITCH RECEIVER	Invoice	09/18/2019	10/09/2019	54.99	54.99	200-60-41415		919	1
4635-4	1	GLASS FUSE	Invoice	09/20/2019	10/09/2019	4.29	4.29	100-25-41415		1319	1
4635-4	1	TRAILER LIGHT ADAPTER	Invoice	09/23/2019	10/09/2019	16.99	16.99	200-60-41415		919	1
4635-4	1	4635-453773 5/14 repair hose, clamps	Invoice	09/24/2019	10/09/2019	23.20	23.20	100-55-41415		919	1
4635-4	1	SPREADER 6PK PAPER GOO GONE-REMOVE DE	Invoice	09/27/2019	10/09/2019	21.21	21.21	100-25-41415		1319	1
4635-4	1	ADHESIVE REMOVER	Invoice	09/30/2019	10/09/2019	22.98	22.98	100-25-41415		1319	1
Total 50298 O'REILLY AUTO PARTS:						510.24	510.24				
346 PARKER, MIKE											
107/19	1	PER DIEM - MEALS WW	Invoice	10/07/2019	10/09/2019	110.00	110.00	210-70-41724		1019	1
Total 346 PARKER, MIKE:						110.00	110.00				
4667 PATTERSON, CRAIG AND LINDA											
9/19/19	1	Refund credit bal. 319 4th Ave N	Invoice	09/19/2019	10/07/2019	126.55	126.55	100-00-15110		919	1

Unpaid Invoice Report - MARY'S APPROVAL
Posting period: 10/19

City of Hailey

Invoice Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 4667 PATTERSON, CRAIG AND LINDA:										
					126.55	126.55				
438 PLATT										
X08114	1 X081144 PHOTOCCELL LIGHTS	Invoice	09/12/2019	10/09/2019	43.17	43.17	100-40-41715		919	1
X15474	1 SHOP VACCUM	Invoice	09/20/2019	10/09/2019	119.00	119.00	200-50-41405		1319	1
X15474	2 LEVEL	Invoice	09/20/2019	10/09/2019	15.77	15.77	200-50-41405		1319	1
Total 438 PLATT:										
					177.94	177.94				
4665 PREMIER TRUCK GROUP										
786100	1 786100911 PARTS	Invoice	07/13/2019	10/09/2019	113.91	113.91	100-40-41405		919	1
786100	2 78610198BS BUCKET TRUCK REPAIRS	Invoice	07/13/2019	10/09/2019	2,869.00	2,869.00	100-40-41405		919	1
Total 4665 PREMIER TRUCK GROUP:										
					2,982.91	2,982.91				
159 ROBERTS ELECTRIC INC.										
1708	1 1708 KIWANIS PARK- INSTALL GFCI's, LIGHTING A	Invoice	08/23/2019	10/09/2019	1,241.77	1,241.77	120-50-41539		1319	1
Total 159 ROBERTS ELECTRIC INC.:										
					1,241.77	1,241.77				
5716 ROCKY MOUNTAIN ENVIRONMENTAL										
18-019	1 18-0193-3 NPDES AND UIC PERMIT EVAL. - SNOW	Invoice	09/20/2019	10/09/2019	920.00	920.00	100-40-41313	18.40.0004.1	919	1
Total 5716 ROCKY MOUNTAIN ENVIRONMENTAL:										
					920.00	920.00				
4673 RUMBALL- PETRE, ROSE										
9/27/19	1 HONORARIUM TO FACILITATE PUSHING THE LIMI	Invoice	09/27/2019	10/09/2019	150.00	150.00	100-45-41549	19.45.0001.1	1319	1
Total 4673 RUMBALL- PETRE, ROSE:										
					150.00	150.00				
5129 RUSH TRUCK CENTERS OF ID INC										
301605	1 3016059053 MISC SIGNS AND MANUALS	Invoice	08/07/2019	10/09/2019	658.99	658.99	100-40-41405		919	1
Total 5129 RUSH TRUCK CENTERS OF ID INC:										
					658.99	658.99				
50392 SAFETY SERVICES COMPANY										
807962	1 807962 BUCKET TRUCK TRAINING MATERIALS	Invoice	08/28/2019	10/09/2019	342.99	342.99	100-40-41723		919	1

Unpaid Invoice Report - MARY'S APPROVAL
 Posting period: 10/19

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 50392 SAFETY SERVICES COMPANY:											
4677 SCHWARZBACH, SKY											
9/30/19	1	Refund remaining deposit 216 4th Ave S	Invoice	09/30/2019	10/09/2019	81.85	81.85	200-00-20314		1319	1
Total 4677 SCHWARZBACH, SKY:											
4910 SHRED-IT USA											
812817	1	document shredding contract inv. 8128172926	Invoice	09/22/2019	10/09/2019	34.70	34.70	100-15-41325		919	1
812817	2	document shredding contract inv. 8128172926	Invoice	09/22/2019	10/09/2019	34.70	34.70	200-15-41325		919	1
812817	3	document shredding contract inv. 8128172926	Invoice	09/22/2019	10/09/2019	34.71	34.71	210-15-41325		919	1
Total 4910 SHRED-IT USA:											
5494 SILVER CREEK SUPPLY											
S20522	1	S2052231.001 RB5000 NOZZLE	Invoice	09/04/2019	10/09/2019	16.00	16.00	100-50-41403		919	1
S20522	2	S2053060.001 PVC CPLG, SCREW CLAMP	Invoice	09/04/2019	10/09/2019	9.16	9.16	100-50-41403		919	1
S20522	3	S2053855.001 RB5004 SAM	Invoice	09/04/2019	10/09/2019	422.88	422.88	100-50-41403		919	1
S20604	1	S2060452.001 NETAFIM TEE'S, PIPE CUTTERS	Invoice	09/24/2019	10/09/2019	24.68	24.68	100-50-41403		1319	1
Total 5494 SILVER CREEK SUPPLY:											
1239 SIMMS, CHRISTOPHER P.											
SEPTE	1	September 2019 Short term rental	Invoice	10/01/2019	10/09/2019	58.34	58.34	100-15-41313	19.15.0001.1	1319	1
SEPTE	2	September 2019 Short term rental	Invoice	10/01/2019	10/09/2019	58.33	58.33	200-15-41313	19.15.0001.1	1319	1
SEPTE	3	September 2019 Short term rental	Invoice	10/01/2019	10/09/2019	58.33	58.33	210-15-41313	19.15.0001.1	1319	1
SEPTE	4	September 2019 General Professional Services	Invoice	10/01/2019	10/09/2019	3,494.65	3,494.65	100-15-41313		1319	1
SEPTE	5	September 2019 General Professional Services	Invoice	10/01/2019	10/09/2019	3,494.65	3,494.65	200-15-41313		1319	1
SEPTE	6	September 2019 General Professional Services	Invoice	10/01/2019	10/09/2019	3,494.65	3,494.65	210-15-41313		1319	1
Total 1239 SIMMS, CHRISTOPHER P.:											
30263 SPF Water Engineering, LLC											
26800	1	26800 NORTHRIDGE PRESSURE EVALUATION	Invoice	08/31/2019	10/09/2019	1,526.50	1,526.50	200-60-41313		919	1
Total 30263 SPF Water Engineering, LLC:											
5543 ST. LUKES REG MED CTR											
9-11-19	1	3629 -3 BLS Provider ecards	Invoice	09/11/2019	10/09/2019	18.00	18.00	100-55-41315		919	1

Unpaid Invoice Report - MARYS APPROVAL
Posting period: 10/19

City of Hailey

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
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Total 5543 ST. LUKES REG MED CTR:

						18.00	18.00				
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5718 STANLEY CONSULTANTS INC

18807	1	18807-INV#0216506-RIVER ST DESIGN-PROG.RPT	Invoice	08/29/2019	10/09/2019	37,415.87	37,415.87	120-40-41539	18.40.0001.1	1319	1
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Total 5718 STANLEY CONSULTANTS INC:

						37,415.87	37,415.87				
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1586 STERLING CODIFIERS

22489	1	#22489 Codification supplement #8 Ord. No. 1243 - 1	Invoice	09/12/2019	10/07/2019	149.67	149.67	100-15-41313		1319	1
22489	2	#22489 Codification supplement #8 Ord. No. 1243 - 1	Invoice	09/12/2019	10/07/2019	149.67	149.67	200-15-41313		1319	1
22489	3	#22489 Codification supplement #8 Ord. No. 1243 - 1	Invoice	09/12/2019	10/07/2019	149.66	149.66	210-15-41313		1319	1

Total 1586 STERLING CODIFIERS:

						449.00	449.00				
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5070 SUE 'N STITCHES ALTERATIONS

41	1	JARED PATCHES AND JACY PANT HEM	Invoice	09/15/2019	10/09/2019	90.00	90.00	100-25-41703		1319	1
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Total 5070 SUE 'N STITCHES ALTERATIONS:

						90.00	90.00				
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8559 SUN VALLEY AIR SERVICES BOARD

AUGUS	1	LOT FOR AIR AUGUST 2019	Invoice	10/03/2019	10/09/2019	15,274.92	15,274.92	100-10-41707		1319	1
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Total 8559 SUN VALLEY AIR SERVICES BOARD:

						15,274.92	15,274.92				
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1943 UNIFORMS 2 GEAR

92893	1	HPD UNIFORM 2 PANTS	Invoice	06/10/2019	10/09/2019	184.26	184.26	100-25-41703		1319	1
93256	1	SHIRTS FOR HPD OFFICERS UNIFORMS	Invoice	06/19/2019	10/09/2019	692.84	692.84	100-25-41703		1319	1
93446	1	BATONS FOR UNIFORMS	Invoice	06/25/2019	10/09/2019	164.89	164.89	100-25-41703		1319	1
94694	1	2 UNIFORM PANTS	Invoice	07/30/2019	10/09/2019	181.76	181.76	100-25-41703		1319	1
94890	1	MENS PANTS UNIFORM WITH POCKETS	Invoice	08/06/2019	10/09/2019	358.52	358.52	100-25-41703		1319	1
95407	1	MENS PANTS UNIFORM NEW HIRE	Invoice	09/03/2019	10/09/2019	183.76	183.76	100-25-41703		1319	1
95910	1	FLASH LIGHTS FOR ALL PATROL	Invoice	09/11/2019	10/09/2019	777.41	777.41	100-25-41703		1319	1

Total 1943 UNIFORMS 2 GEAR:

						2,543.44	2,543.44				
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2817 UNITED OIL

392830	1	DYED LS DIESEL EX VW	Invoice	08/07/2019	10/09/2019	481.80	481.80	210-70-41719		919	1
392830	2	PUMPED FUEL VW	Invoice	08/07/2019	10/09/2019	60.05	60.05	210-70-41719		919	1
392830	3	PUMPED FUEL VW	Invoice	08/07/2019	10/09/2019	71.01	71.01	210-70-41719		919	1

Unpaid Invoice Report - MARY'S APPROVAL
Posting period: 10/19

City of Hailey

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
392830	4	PUMPED FUEL WW	Invoice	08/07/2019	10/09/2019	8.08	8.08	210-70-41719		919	1
502048	1	DEF DIESEL EXHAUST FLUID WWTP	Invoice	08/05/2019	10/09/2019	19.42	19.42	210-70-41415		919	1
502137	1	502137 KEROSENE	Invoice	09/11/2019	10/09/2019	63.80	63.80	100-40-41719		919	1
502159	1	919500 FUEL CHARGES PARKS 9.15.19	Invoice	09/19/2019	10/09/2019	250.75	250.75	100-50-41719		919	1
502159	2	502159 OIL FOR PARKS	Invoice	09/19/2019	10/09/2019	53.10	53.10	100-50-41719		919	1
918327	1	HPD GAS	Invoice	08/31/2019	10/09/2019	536.77	536.77	100-25-41719		1319	1
919501	1	#919501 Fuel Charges for 9.1.19 - 9.15.19	Invoice	09/15/2019	10/09/2019	267.03	267.03	100-55-41719		919	1
919503	1	919503 9/1 - 9/15/19 FUEL CHARGES	Invoice	09/15/2019	10/09/2019	913.59	913.59	100-40-41719		919	1
919504	1	PUMPED VEHICLE FUEL W	Invoice	09/15/2019	10/09/2019	136.81	136.81	200-90-41719		919	1
Total 2817 UNITED OIL:						2,862.21	2,862.21				
22444 USA BLUE BOOK											
010464	1	WW TRUCK SAFETY LIGHTS	Invoice	09/16/2019	10/09/2019	706.06	706.06	210-70-41415		1319	1
012195	1	WW SUMP PUMPS	Invoice	09/17/2019	10/09/2019	942.99	942.99	210-70-41401		1319	1
Total 22444 USA BLUE BOOK:						1,649.05	1,649.05				
645 VALLEY CAR WASH											
7/4/19,	1	CAR WASHES FOR CHIEF TRUCK	Invoice	07/04/2019	10/09/2019	48.00	48.00	100-25-41415		1319	1
Total 645 VALLEY CAR WASH:						48.00	48.00				
5734 VERITAS MATERIAL CONSULTING											
1293	1	1293 SKATE PARK CONCRETE INVESTIGATION	Invoice	08/31/2019	10/09/2019	300.00	300.00	100-50-41313		919	1
Total 5734 VERITAS MATERIAL CONSULTING:						300.00	300.00				
5299 VITAL INK											
781	1	781 Design for Fire prevention safety shed	Invoice	08/24/2019	10/09/2019	750.00	750.00	100-55-41549	18.55.0004.1	1319	1
Total 5299 VITAL INK:						750.00	750.00				
4004 WAXIE SANITARY SUPPLY											
785799	1	78579981 CLEANING SUPPLIES - LIBRARY	Invoice	09/24/2019	10/09/2019	46.68	46.68	100-45-41413		1319	1
785799	1	78579984 car wash, broom, dust paan	Invoice	09/24/2019	10/09/2019	86.20	86.20	100-55-41215		1319	1
Total 4004 WAXIE SANITARY SUPPLY:						132.88	132.88				

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
209 WEBB LANDSCAPING											
B-IN-13	1	B-IN-139412 SAVE-A-TREE	Invoice	09/24/2019	10/09/2019	39.99	39.99	100-50-41403		1319	1
SRVCE	1	SRVCE476891 DEMO GARDEN BED CLEANUP	Invoice	08/22/2019	10/09/2019	1,612.00	1,612.00	100-50-41403		1319	1
SRVCE	1	SRVCE477465 RE-LAY PAVERS AT HOP PARK	Invoice	08/31/2019	10/09/2019	3,898.99	3,898.99	100-50-41403		1319	1
Total 209 WEBB LANDSCAPING						5,550.98	5,550.98				
759 WHITE CLOUD COMMUNICATIONS INC											
95139	1	95139 Battery pack and desk charger	Invoice	09/20/2019	10/09/2019	1,813.50	1,813.50	100-55-41417		1319	1
Total 759 WHITE CLOUD COMMUNICATIONS INC:						1,813.50	1,813.50				
Total:						758,419.83	758,419.83				
Grand Totals:						758,419.83	758,419.83				

GL Account Number	Debit	Credit	Net
100-00-15110	641.65	.00	641.65
100-00-20317	580.76	.00	580.76
100-00-20325	15,725.88	.00	15,725.88
100-00-20330	21.26	.00	21.26
100-00-20515	121,998.73	.00	121,998.73
100-00-32210	2,292.95	.00	2,292.95
100-10-41707	15,274.92	.00	15,274.92
100-10-41717	228.30	.00	228.30
100-15-41215	73.06	.00	73.06
100-15-41313	4,804.38	.00	4,804.38
100-15-41325	34.70	.00	34.70
100-15-41533	6,996.68	.00	6,996.68
100-15-41713	110.33	.00	110.33
100-20-41211	9.79	.00	9.79
100-20-41215	20.48	.00	20.48
100-20-41313	336.72	.00	336.72
100-20-41323	435.25	.00	435.25

Summary by General Ledger Account Number

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/2019

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2019-____, authorizing the name change of Keefer Park Ballfield to Lars Hovey Ballfield **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Becki and Steve Keefer attended the Parks and Lands Board meeting on June 26th, 2019, and proposed the ballfield at Keefer Park be named the "Lars Hovey Ballfield" in recognition of Lars Hovey's hard work and dedication to baseball in the community. The Parks and Lands Board voted and unanimously agreed to recommend this name change.

Lars Hovey is a long-time little league and youth baseball coach. When Keefer Park was being built, a ballfield was not in the original plan. Lars Hovey stepped up and was determined to make the unused space into a much-needed ballfield. Mr. Hovey gained community support from the Hailey Parks Foundation and many other local contributors and volunteers to develop the ballfield by pulling weeds, raking dirt and adding grass seed. During his 14 years coaching Wood River Baseball, his team won 10 regular-season championships, 5 consecutive titles, 4 district championships and a State 3A Tournament Championship. Not only did Lars Hovey build a ballfield, he positively impacted many young lives along the way.

The Keefer's stated "In honor of Lars Hovey and his many years of hard labor and dedicated energy on behalf of young ball players of our community and that ballfield in particular, we suggest that the ballfield at Keefer Park be named the "Lars Hovey Ballfield"."

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2019-____, authorizing the name change of Keefer Park Ballfield to Lars Hovey Ballfield **ACTION ITEM**

ACTION OF THE CITY COUNCIL:

Date: _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2019-__

**RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY
CHANGING THE OFFICIAL NAME OF THE KEEFER PARK BALLFIELD TO
“LARS HOVEY BALLFIELD”.**

WHEREAS, Keefer Park was platted by Sprenger, Grubb & Associates and dedicated to the City of Hailey in 2008; and

WHEREAS, the City of Hailey Parks & Lands Board was established by the City of Hailey to oversee and implement the City of Hailey Parks, Lands & Trails Master Plan, adopted 2001 and most recently amended 2017; and

WHEREAS, the initial improvements to Keefer Park were limited to basketball courts, restrooms, trees, limited irrigation and grassy areas that were funded by the City and augmented by grants; and

WHEREAS, Lars Hovey, a longtime resident of Hailey, teacher with the Blaine County School District and Little League and Youth Baseball Coach for local youth, contributed his labor and coordinated donations to create and install a ballfield in Keefer Park; and

WHEREAS, the City of Hailey Parks & Lands Board adopted a Parks, Trails and Recreation Facilities Naming Policy, added to the City of Hailey Parks, Lands & Trails Master Plan effective December 5, 2007, which sets forth procedures and guidelines for the naming of park sites and recreation facilities; and

WHEREAS, the City of Hailey has precedents for naming City parks for the champions who have contributed to park development in Hailey; and

WHEREAS, the Hailey Parks & Lands Board has recommended that the ballfield at Keefer Park be named the Lars Hovey Ballfield.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey change the official name of the Keefer Park ballfield to “Lars Hovey Ballfield”,

Passed this 10th day of October, 2019.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/2019 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Approval Mayor Haemmerle to sign the letter to Blaine County regarding a four-plat short plat subdivision in the Hailey Area of City Impact located at 16 and 110 McKenzie Lane, totaling 4.63 acres.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code ACI ord. 649 and 731

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey has an Area of City Impact (ACI) Ordinance with Blaine County dating to 1994. (The ACI Ordinance was amended in 1999 to amend some minor language). The 1994 agreement addresses areas north, east and west of Hailey. The Agreement allows Hailey to provide comments on subdivision actions in the County and, if merited, request that the County apply the Hailey subdivision regulations.

The attached short plat subdivision is situated off of Highway 75, between several large vacant parcels. To the north sits a 13-acre parcel (previously approved for a golf course and 10-lot annexation). To the south is a 21.58-acre vacant parcel. Both of these larger parcels will ultimately connect to City roads in the Northridge subdivision (Second Avenue and Cranbrook Road). The proposed Woodgrove Farms Subdivision is important for long-term transportation connectivity. Staff recommends the attached letter from Hailey to the Blaine County board of Commissioners that requests an easement through the subject property, allowing for a future 60-foot road. The easement will not affect any existing structures.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Mayor Haemmerle signature on the attached letter to Blaine County.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

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

October 11, 2019

Blaine County Commissioners

RE: Woodgrove Farms Subdivision

Dear Board of County Commissioners:

The City is in receipt of notice of a subdivision within our Area of City Impact. We understand that the 4.63 acres located at 106 and 110 McKenzie Lane will be subdivided into for four lots. We understand sections 5.6.2, 5.6.3 and 5.6.3.1 in the 1994 Area of City Impact Agreement between Blaine County and the City give us flexibility for suggesting application of Hailey Subdivision standards in our ACI. We are comfortable with the application of the Blaine County Subdivision Standards for the Woodgrove Farms Subdivision, subject to the request for easement described below.

The attached map shows how this subdivision relates to undeveloped properties in this portion of the Hailey Area of City Impact. Land is important in our ACI: we hope to plan development wisely, with a goal of allowing for redevelopment at such time as these properties may choose to annex to Hailey. To that end, circulation through this area is of critical importance. Connectivity both to existing roads and to Highway 75 should be planned thoughtfully. We envision a future municipal road may be needed through this property to connect to the larger undeveloped properties north and south of the subdivision. We suggest a 60-foot wide easement be created between the barn buildings, running north/south, as shown in sketch form on the attached map. This easement should be noted on the plat as "easement for the benefit of the City of Hailey for public roadway and utility purposes".

Thank you for the opportunity to comment on this plat. We look forward to continuing our collaborative working relationship within our Area of City Impact.

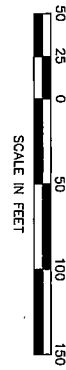
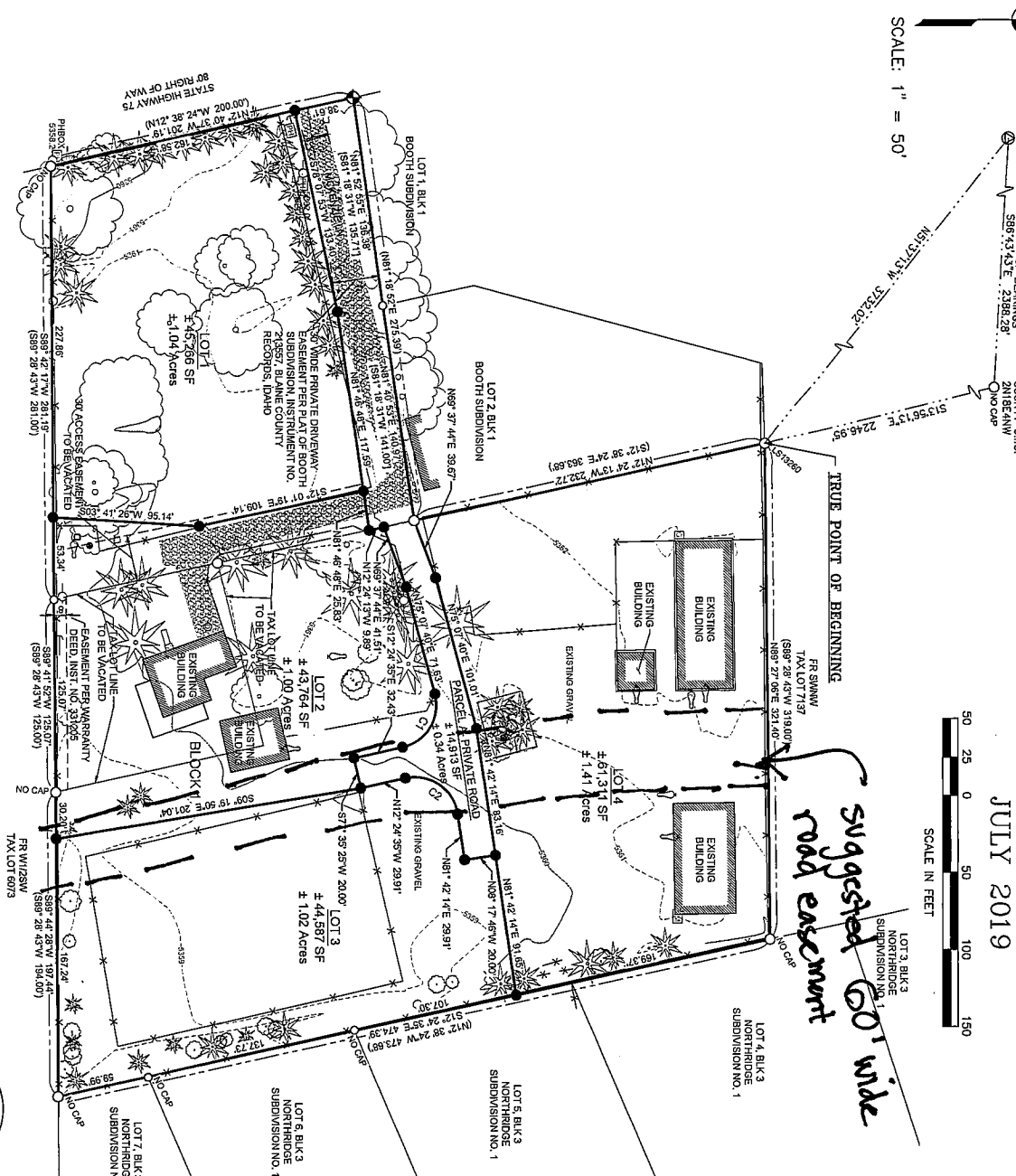
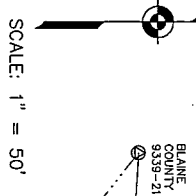
Fritz X. Haemmerle
Mayor, City of Hailey

Cc: Hailey City Council

City of Hailey Exhibit

A PRELIMINARY PLAT SHOWING WOODGROVE FARM

WHEREIN TAX LOTS 6845, 6846, & 6976 ARE RECONFIGURED INTO 4 LOTS AS SHOWN
LOCATED WITHIN SECTION 4, T2N, R18E, B.M., BLAINE COUNTY, IDAHO
JULY 2019



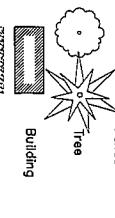
SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found during the boundary survey of the Woodgrove Farm, Blaine County, Idaho, Lots 1-4, Block 1, Woodgrove Farm. The boundary is based on said found monuments and the recorded warranty deed for said Tax Lots, being Instrument Number 661008, records of Blaine County, Idaho. Additional Documents referenced during the course of this survey include: All Records of Blaine County, Idaho: 27 -Northridge Subdivision No. 1, Instrument Number 196764
2. All new septic systems shall be built with risers, out-flow filters and drainfield inspection ports on each system.
3. All new domestic wells shall be metered. Landscape irrigated by a domestic well is limited to 1/2 acre maximum per State regulations.
4. All fire protection requirements of the Wood River Rural Fire District and the most current editions of the Uniform Fire Code and the Blaine County Fire Protection Ordinance, including, but not limited to, water supply, access (including turn-around) and clear zones shall be complied with prior to issuance of a building permit.
5. The purchaser and/or owners of these lots or parcel understands and agrees that private road construction, maintenance and snow removal shall be the obligation of the owners, their successors in interest, or the Homeowners Association and that Blaine County shall not be responsible for any such construction, maintenance, or snow removal, and that each owner shall notify in writing any successor in interest of these facts.
6. Pursuant to State regulations, maintenance and noxious weed control are the responsibility of the property owner.
7. All surface drainage shall be accommodated by maintaining existing drainage channels where possible or by providing alternative drainage channels to handle surface run-off.
8. The current zoning is R-1 and R-0-40. Refer to the Blaine County Zoning Ordinance for specific information about these zones.
9. The owner/subdivider is Stephen Knapp, 3140 E Laurelhurst Dr, Seattle, WA 98105. The surveyor/representative is Mark Phillips, Galena Engineering, Inc., 317 N. River St., Holley, ID 83333.
10. A Title Commitment for Tax Lots 6845, 6846, & 6976, with a 30' Access has been issued by Stantec Title Guaranty Company, File Number 1921519, with a Date of Guarantee of May 24, 2019. Certain information contained in said title report may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title report. Some of the encumbrances and easements listed in the title report are NOT protected hereon. Review of the encumbrances and easements is required. If further information is desired, a 10' public utility easement shall exist along all lot frontages to Parcel A and along all rear and side lot lines.
11. Water Right No. 37-12916 is a groundwater right associated with this property for irrigation, stockwater, and domestic use.
12. Vertical Datum is NAD 1988.

LEGEND

- Property Line
- Adjoiners Property Line
- Existing Easement Line to Remain (Type and width as shown)
- To Be Vacated
- Record Dimensions (feet)
- Record Dimensions (feet)
- Record Dimensions (feet)
- Found Aluminum Cap on Iron Pipe (Instrument No. 215557)
- Found Brass Cap Monument in Concrete
- Found 5/8" Rebar
- Found 1 1/2" Rebar
- Set 5/8" Rebar, PLS 16670
- Power Pole
- Guy Wire
- Frost Freeze Hydrant
- Power Meter
- Gas Meter
- Water Meter
- Well
- Dry Well
- Property Line to Be Vacated
- Easement Line to Be Vacated
- Fence
- Tree
- Building
- Gravel

Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	45.19'	28.00'	92° 27' 44"	29.23'	40.44'	N66° 38' 27"W
C2	45.99'	28.00'	94° 06' 49"	30.09'	40.89'	N64° 38' 49"E



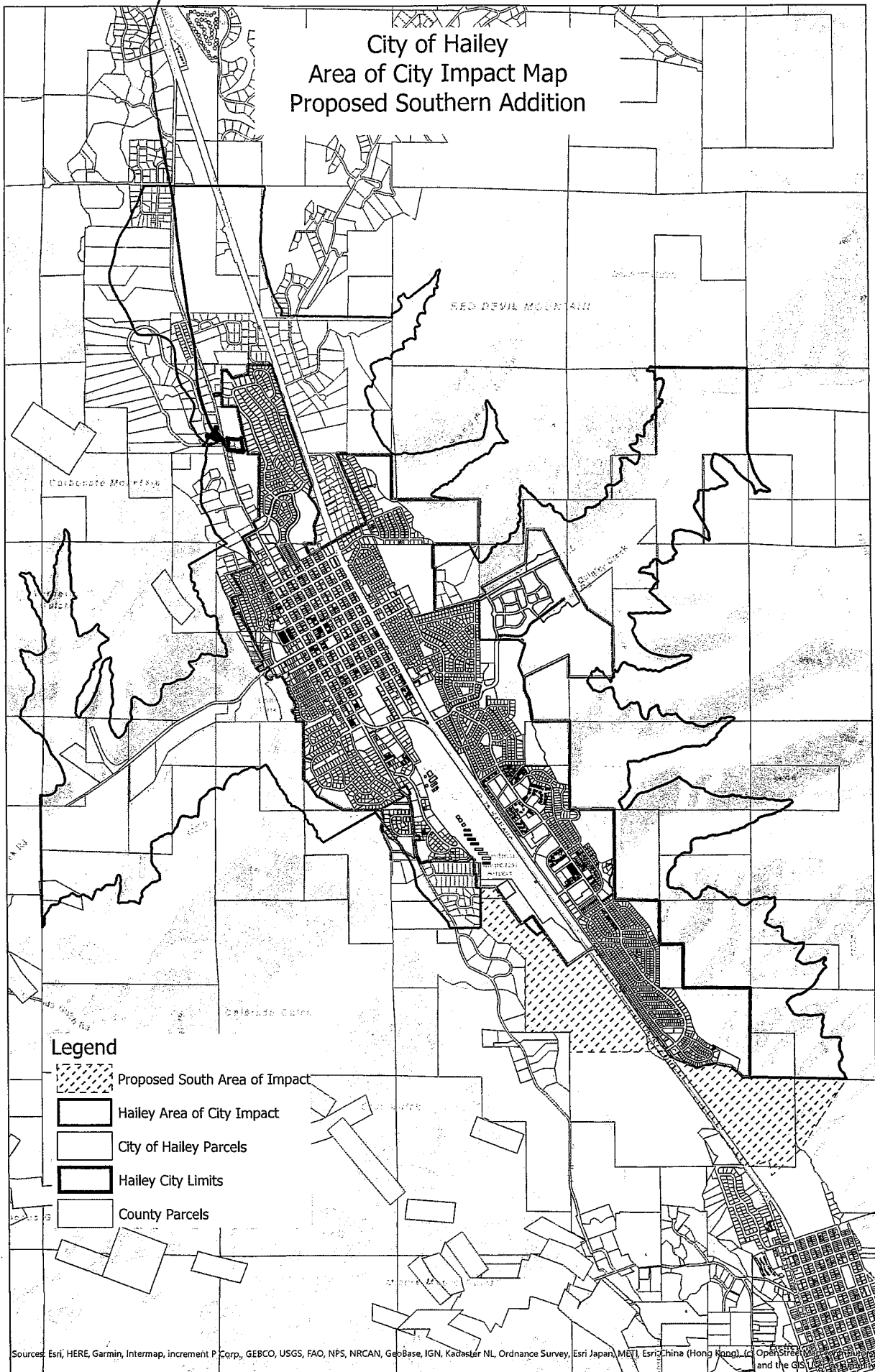
WOODGROVE FARM
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 2
Job No. 7020-02

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 Public Health District

Location of Woodgrave Farm Shot Plat

City of Hailey
Area of City Impact Map
Proposed Southern Addition



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, and the GIS

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ESTABLISHING A HAILEY/BLAINE COUNTY AREA OF CITY IMPACT INCORPORATING AN AREA OF CITY IMPACT MAP, PROVIDING FOR ANNEXATION LIMITED TO LANDS WITHIN THE AREA OF CITY IMPACT; PROVIDING FOR ZONING, LAND USE, SUBDIVISION, AND PLANNED UNIT DEVELOPMENT REGULATIONS AND APPLICATION PROCEDURES; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

- WHEREAS, this ordinance is enacted to ensure that development of land surrounding Hailey does not directly or indirectly negatively impact Hailey City services, infrastructure or quality of life in accordance with the Hailey Comprehensive Plan for the desirable future physical development of the City of Hailey.
- WHEREAS, both Blaine County and Hailey have found that a negotiated area of City impact is consistent with their respective Comprehensive Plans.
- WHEREAS, this ordinance is adopted pursuant to authority granted by Section 67-6526 of the Idaho Code, as amended.
- WHEREAS, this Ordinance shall be known as the Hailey/Blaine County Area of City Impact Ordinance.

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

SECTION I

- 1.1 This ordinance is enacted to ensure that development of land surrounding Hailey does not directly or indirectly negatively impact Hailey City services, infrastructure or quality of life; all in accordance with the Hailey Comprehensive Plan for the desirable future physical development of the City of Hailey.
- 1.2 This Ordinance shall be known as the Hailey / Blaine County Area of Impact Ordinance.
- 1.3 Both Blaine County and Hailey shall ensure that the contents herein are consistent with their respective Comprehensive Plans.
- 1.4 This ordinance is adopted pursuant to authority granted by Section 67-6526 of the Idaho Code as amended or subsequently modified.
- 1.5 Should any section or provision of this ordinance be declared in a court of law to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared.
- 1.6 The Area of City Impact may be reviewed and renegotiated as provided for in Section 67 - 6526 of the Idaho Code, as amended.

- 1.7 Development Ordinances are defined herein as all plans, schedules, maps, ordinances and regulations intended to govern the development of lands within Hailey or Blaine County.
- 1.8 For the purpose of this Ordinance the term Development Proposal includes applications for building permits for any commercial or industrial structure or facility to be located in a commercial or industrial district or zone, Planned Unit Development applications, and Subdivision applications. The term does not include administrative functions such as setback variances, building permits for single family residences or duplexes, or building permits for agricultural accessory buildings.

SECTION II

- 2.1 The Hailey / Blaine County Area of Impact is the area designated on the Hailey City - Blaine County Area of Impact Map, hereby fully incorporated herein by reference, copies of which are available for inspection at the Blaine County and Hailey City Planning and Zoning Offices.

SECTION III

- 3.1 Hailey shall limit its annexation to those lands within the Area of Impact. Should the City plan to annex lands not in the Area of Impact the City shall negotiate with Blaine County to amend the Area of Impact. The provisions of this Ordinance shall not apply to such annexed areas.
- 3.2 Section 3.1 herein shall not in any way obligate the City to annex any land, or vest any property within the Area of Impact with any development right or privilege.

SECTION IV

- 4.1 No structure or land shall be used or occupied and no structure shall be erected or altered except in conformity with the regulations herein.
- 4.2 The Hailey / Blaine County Area of Impact Ordinance shall apply uniformly to only such class or kind of structure or land as hereinafter provided.

SECTION V

- 5.1 The purpose of the Hailey / Blaine County Area of Impact is to ensure that development of land or structures in areas surrounding Hailey does not negatively impact City services, infrastructure and quality of life.
- 5.2 Development proposals for any parcel which has 50% or more of its land area within the Hailey / Blaine County Area of Impact are required to submit an application for development review and approval to the Hailey City Clerk. Said application shall be complete as required by applicable Hailey City Ordinances, including appropriate fees as established by the Hailey City Council.

- 5.3 Development proposals regulated by this Ordinance shall conform to the permitted, accessory, or conditional uses and developable densities as regulated by Blaine County development ordinances. Said developments shall, in all other matters, conform to this Ordinance.
- 5.4 Development proposals for any parcel which has 50% or more of its land area within the Hailey / Blaine County Area of Impact shall conform to the more restrictive criteria, except for use restrictions and developable densities, established in either the Hailey or Blaine County development ordinances.
- 5.5 Blaine County shall review and approve, modify, or disapprove all applications for both Text Amendments and Zone Changes within the Hailey / Blaine County Area of Impact . The Blaine County Planning and Zoning Administrator shall give official notice of public hearing no less than thirty (30) days prior to said hearing, to the City of Hailey, for all proposed amendments pertaining to land within the Hailey / Blaine County Area of Impact. The purpose of said notice is to receive official comment on the application from the City of Hailey. The City of Hailey shall return written comment on the application no less than seven (7) days prior to the scheduled date of hearing.
- 5.6.1 Applications for subdivision of property within the Hailey / Blaine County Area of Impact shall be heard by the Blaine County Planning and Zoning Commission and the Blaine County Board of Commissioners. Said bodies shall make recommendations to the City concerning approval, approval with conditions, or disapproval of the application. The City of Hailey shall not hear any subdivision application without first receiving input from the County.
- 5.6.2 The City of Hailey's Subdivision rules and regulations shall prevail with the exceptions that the Blaine County Environmental regulations, Flood Plain and Hillside, contained in Blaine County Development Ordinances, shall prevail.
- 5.6.3 The Hailey Planning and Zoning Commission may recommend, and the Hailey City Council may approve, a waiver of any of the requirements included in the Hailey Subdivision ordinance. The Council must find that the waiver to be granted will not create any hazard or detriment to the public health, safety or welfare. The purpose of this waiver is to ensure that rural subdivision developments are not burdened with either the expense or the limitations imposed on standard City developments when those standards are inappropriate.
- 5.6.3.1 Those subdivisions within the Hailey / Blaine County Area of Impact not required to meet the standards of the Hailey Subdivision Ordinance shall, instead, meet the standards established within the Blaine County Ordinance 77 - 6, the Blaine County Subdivision Ordinance.
- 5.6.3.2 Applicants for approval of subdivisions within the Hailey / Blaine County Area of Impact may apply for and receive a predetermination of the criteria under which their proposal shall be evaluated. Said predetermination shall take place in one public hearing with the Hailey Planning and Zoning Commission and one public hearing with the Hailey City Council. Said public

hearings shall take place prior to public hearings to be held with the Blaine County Planning and Zoning Commission or the Blaine County Board of Commissioners.

5.7 The Blaine County Planning and Zoning Commission shall review and decide upon all Conditional Use Permit applications within the Hailey / Blaine County Area of Impact. The Blaine County Planning and Zoning Administrator shall give official notice of public hearing no less than thirty (30) days prior to said hearing, to the City of Hailey, for the following proposed uses within the Hailey / Blaine County Area of Impact:

- 1 Agricultural Businesses
- 2 Animal Hospitals
- 3 Gravel Pits and Asphalt Batch Plants
- 4 Mills for Refining Ore
- 5 Mobile Home Subdivisions
- 6 Public Facilities
- 7 Public or Private Airfields
- 8 Public Utility Installations
- 9 Recreational Facilities

The purpose of said notice is to receive official comment on the application from the City of Hailey. The City shall return written comment to the County no later than seven (7) days prior to the scheduled date of the Public Hearing. All other Conditional Use Permit applications within the Hailey / Blaine County Area of Impact shall be reviewed solely by the County.

5.8 Any business, commercial, or industrial development within a commercial or industrial district or zone within the Hailey / Blaine County Area of Impact shall be required to receive Design Review approval from the City. The County shall be the sole agency responsible for the issuance of building permits for business, commercial, and industrial developments within the Hailey / Blaine County Area of Impact. The County herein agrees to enforce Hailey's Design Review decision through the building permit process.

5.9 The provisions herein shall not apply, except as noted, to the construction, repair, remodel, location, or expansion of any single family home or duplex on a parcel platted prior to this ordinance or approved under the provisions of this ordinance.

5.9.1 Persons wishing to construct a single family home with a building pad or entrance road in any areas of slope greater than 10% shall receive the written approval of the Hailey Building and Safety Official and the Hailey Roads and Streets Superintendent prior to any excavation. City officials shall ensure that, should detriment to City infrastructure appear a likely outcome of the proposed development, the applicant mitigate said detriment through appropriate action as approved by said City officials.

SECTION VI

6.1 In all Subdivision and Planned Unit Development applications the Blaine County Planning and Zoning Commission shall hold a public hearing after

giving notice two (2) weeks prior to the hearing in a newspaper of general circulation in the County, and shall make a recommendation to the City of Hailey for the approval, disapproval or modification of the proposed plat.

- 6.1.1 Upon recommendation by the Commission, the plat, together with a complete copy of the Commission findings and report of action, shall be transmitted to the Board of County Commissioners, and written notice of this action shall be sent to the subdivider.
- 6.2 The plat and Blaine County Planning and Zoning Commission recommendations shall be submitted to the Board of County Commissioners within ten (10) days of final Commission disposition. The board shall consider the recommendations of the Commission upon receipt of that report. The subdivider, or Board upon written request, shall be entitled to at least one (1) continuance of the hearing until the next regular meeting. At the hearing, the Board may hear testimony of the subdivider and any witnesses in its behalf, as well as records of the Commission hearings.
- 6.2.1 Upon conclusion of the hearing, the Board shall make a recommendation to the City of Hailey to approve disapprove or modify the proposed plat. The Board shall base its findings upon the record and testimony produced before it, and within seven (7) days declare its findings in writing. It may sustain, modify, reject or overrule any recommendations of the Commission, and make such findings as are not inconsistent with the provisions of Idaho Law, and Blaine County development ordinances. The time limits for acting on the preliminary plat may be extended by mutual written consent of the subdivider and the Board. The proposed plat shall then be forwarded to the City of Hailey.
- 6.3 In all Subdivision and Planned Unit Development applications the Hailey Planning and Zoning Commission shall hold a public hearing for the purpose of receiving public comment on proposed development. The Commission shall then take action as directed within the applicable Hailey Development Ordinance.
- 6.3.1 Said hearing shall be officially noticed in a publication of general circulation no less that 15 days before the scheduled meeting. Written notice of the hearing shall be sent to all owners of real property within 300 feet of the boundaries of the parcel proposed for development
- 6.4 In all Subdivision and Planned Unit Development applications the Hailey City Council shall hold a public hearing for the purpose of receiving public comment on proposed development within the Hailey / Blaine County Area of Impact. The Council shall hold said hearing only after a public hearing has been held with the Hailey Planning and Zoning Commission and the Commission has granted the application approval, or has made a recommendation on the proposal, as appropriate. The Council shall move to approve, conditionally approve, or deny the application.
- 6.4.1 Said hearing shall be officially noticed in a publication of general circulation no less that 15 days before the scheduled meeting. Written notice of the

hearing shall be sent to all owners of real property within 300 feet of the boundaries of the parcel proposed for development

- 6.4.2 Upon approval from the Hailey City Council, the application shall have received approval from the City of Hailey and shall not be required to obtain any further approval from the City. The public hearing requirements established by the Hailey Subdivision Ordinance are hereby waived.

SECTION VII

- 7.1 Any person directly aggrieved and affected by a final decision of the Hailey City Council or the Blaine County Board of Commissioners under this ordinance may have and maintain action for relief therefrom in any court of competent jurisdiction, provided that petition for such relief is presented to the court within 60 days of the decision appealed.

SECTION VIII

- 8.1 This ordinance authorizes the City of Hailey and its employees and agents to enforce compliance with the provisions of this ordinance and the regulations adopted herein.
- 8.2 Any person, firm, or corporation violating any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of three hundred dollars (\$300.00) for each offense, or by imprisonment in the Blaine County Jail for a period of not more than 30 days, or by both such fine and imprisonment. Each day in which the illegal activity or use continues may be deemed a separate offense.

SECTION IX

- 9.1 Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

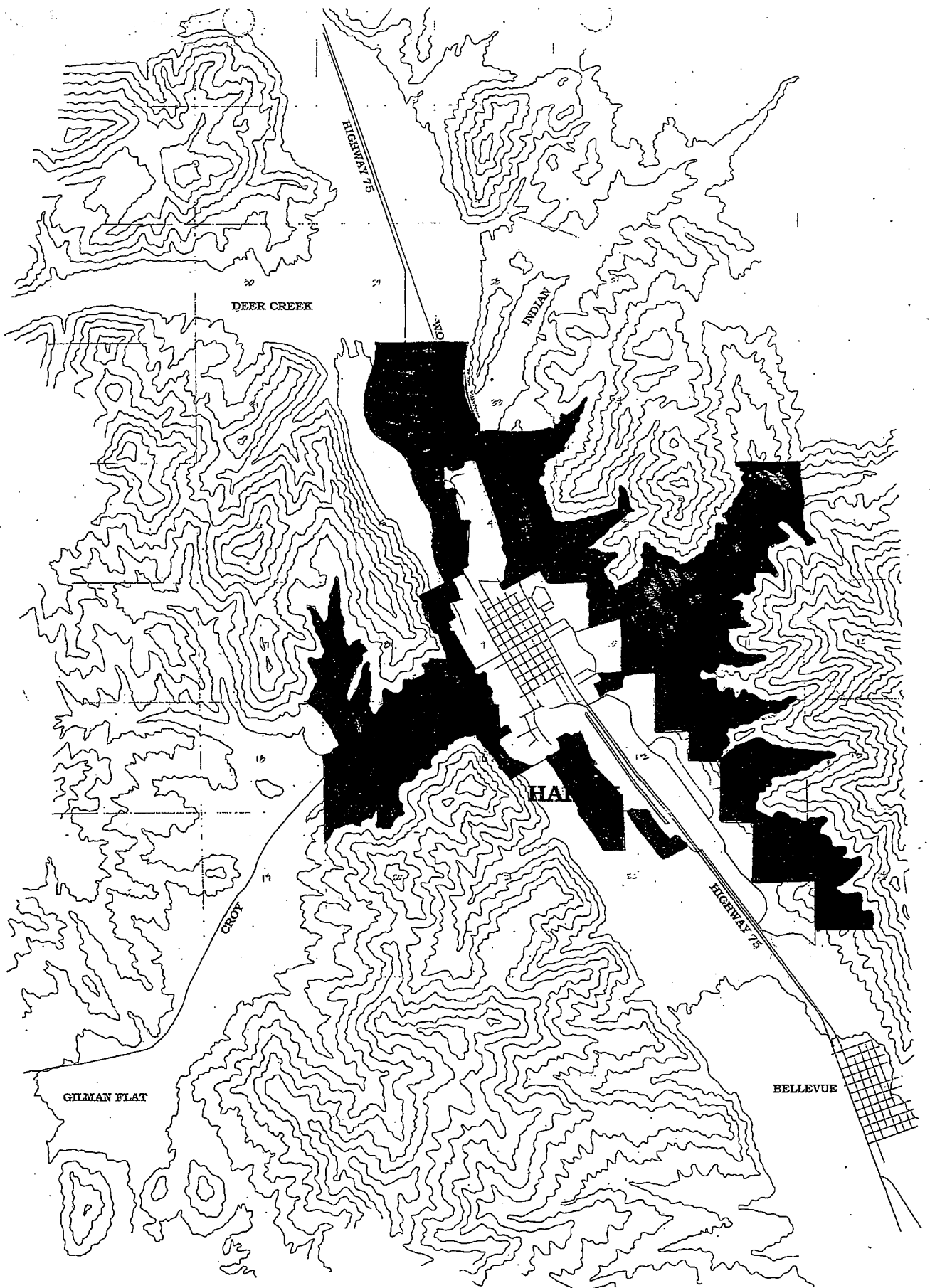
PASSED AND APPROVED by the City Council and Mayor of the City of Hailey, Idaho, this 14 day of November, 1994.

CITY OF HAILEY, IDAHO



Stephen T. Kearns, MAYOR

ATTEST: Heather Doe
CITY CLERK



HAILEY CITY - BLAINE COUNTY

AREA OF IMPACT MAP

SCALE: 1" = 2000'



CITY OF HAILEY ORDINANCE NO. 731

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY ORDINANCE NO. 649, THE HAILEY AREA OF IMPACT ORDINANCE, BY ADDING LANGUAGE TO SECTION 3.1 OF THAT ORDINANCE, WHICH SECTION SETS STANDARDS FOR ANNEXATIONS WITHIN HAILEY'S AREA OF IMPACT, TO MAKE EXCEPTION TO THE LIMITATIONS THAT SECTION IMPOSES UPON ANNEXATIONS IN ACCORDANCE WITH IDAHO CODE SECTION 50-222(1); AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has recognized that Hailey's Area of Impact Ordinance is subject to the standards set forth in Idaho Code Section 50-222(1); and

WHEREAS, the Hailey City Council has determined that Hailey's Area of Impact Ordinance Section 3.1 is not consistent with Idaho Code Section 50-222(1);

WHEREAS, the Hailey City Council has found Hailey's Area of Impact Ordinance Section 3.1 to be more restrictive than Idaho Code Section 50-222(1), and that said restrictions deprive property owners of their rights afforded to them by Idaho law;

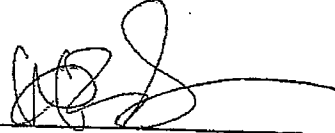
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Hailey Ordinance #649, the Hailey Area of Impact Ordinance, is hereby amended by the addition of language within Section 3.1 as follows:

3.1 Hailey shall limit its annexation to those lands within the Area of Impact, *except that an owner of land of any size may request that the tract of land be annexed by the city whether the land is or is not contained in the city's Area of Impact by submitting such request in writing to the City Council. If the tract of land is surrounded by or borders the city, the council may, by ordinance, declare the land by proper legal description thereof to be a part of such city. Except for those lands for which an owner has submitted such request, should the city plan to annex lands not in the Area of Impact the City shall negotiate with Blaine County to amend the Area of Impact. The provisions of this Ordinance shall not apply to such annexed areas.*

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR
THIS 14th DAY OF June, 1999.

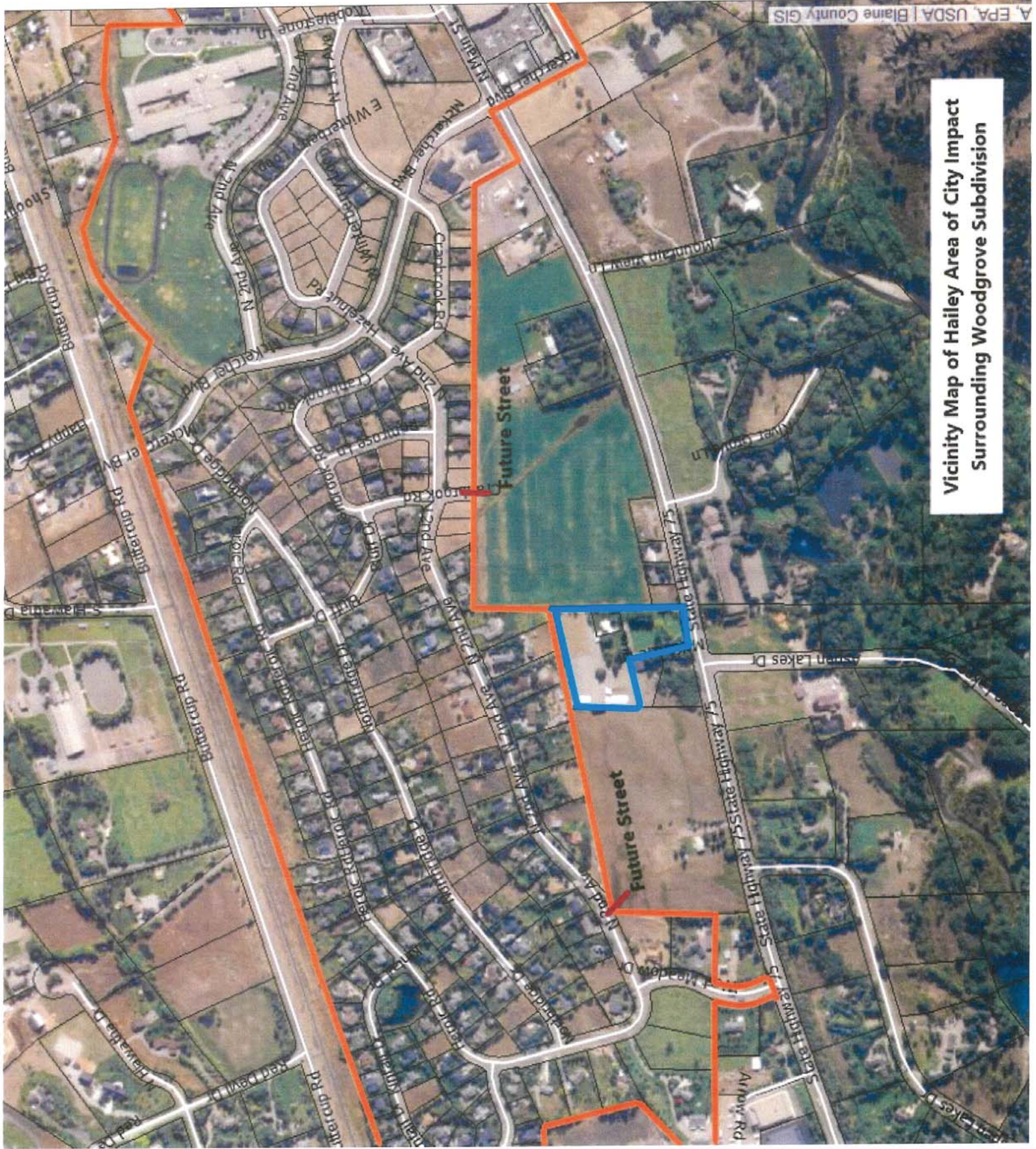


BRAD SIEMER, MAYOR
CITY OF HAILEY

ATTEST:


HEATHER DAWSON, CITY CLERK

Publish: Wood River Journal June 23, 1999



Vicinity Map of Hailey Area of City Impact
Surrounding Woodgrove Subdivision

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/10/19

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Consideration of contract documents, a notice of award, and agreement to construct War Eagle Dr. drainage improvements, and motion to adopt Resolution 2019-___, authorizing the Mayor's signature on the notice of award and agreement (contingent on receipt of contract security and certificate of insurance).

ACTION ITEM

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho Water Resource Board recently awarded a \$50,000 grant to the City to construct drainage improvements along War Eagle Dr. The Flood Control District has committed to provided \$50,000 in matching funds, and the City's match is \$4,134, for a total project cost of \$104,134.

The City desires to achieve as much of the work as possible this fall (work to commence October 21), with the remainder of the work to be completed in spring 2020. Due to the schedule constraints associated with the fall schedule, Public Works has completed the following tasks:

- Worked with Galena Engineering to complete the project drawings and contract documents (attached).
- Issued a Request for Bids under Idaho Code 67-2805 (1), on Tuesday, October 1 to Lunceford Excavation, Sluder Construction, S. Erwin Excavation, Joe's Backhoe, B&G Dirtworks, Summit Earthworks, Burks Excavation, Idaho Materials & Construction, Canyon Excavation, Apollo Construction, and Skyline Excavation.
- Received bids on Wednesday, October 9. A brief summary of the results will be presented to the City Council on October 10.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Consideration of contract documents, a notice of award, and agreement to construct War Eagle Dr. drainage improvements, and motion to adopt Resolution 2019-___, authorizing the Mayor's signature on the notice of award and agreement (contingent on receipt of contract security and certificate of insurance). **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2019-__

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH _____
IN THE AMOUNT OF \$ _____, TO COMPLETE DRAINAGE
IMPROVEMENTS ON WAR EAGLE DR.

WHEREAS, the City of Hailey requires construction of drainage improvements on War Eagle Dr.,

WHEREAS, the City of Hailey desires to issue a notice of award to _____,

WHEREAS, the City of Hailey desires to enter into an agreement with _____ in the amount of \$ _____ to complete the drainage improvements,

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

WHEREAS, the City of Hailey and _____ 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 notice of award and the agreement between the City of Hailey and _____ and that the mayor is authorized to execute the attached documents.

Passed this 10th day of October, 2019.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



Contract Documents

War Eagle Drive Drainage Improvements 2019

October 2019

Prepared by:

Hailey Public Works
115 Main Street S, Suite H
Hailey, ID 83333
(208) 788-9830

INSTRUCTIONS TO BIDDERS

The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, until 2:00 p.m., local time, Wednesday October 9, 2019, for the following project:

War Eagle Drive Drainage Improvements 2019

At 2:00 p.m. on the same day, all bid proposals will be opened publicly and read aloud in the Hailey City Hall council chambers.

The contract documents, plans and specifications may be obtained at the City of Hailey Public Works Department, 115 Main St. S, Hailey, Idaho 83333. The contract documents, plans and specifications may also be obtained via email by contacting Tracy Anderson at the City of Hailey: (208) 788-9830 x17 or tracy.anderson@haileycityhall.org. Questions regarding the contract documents or scope of work should be submitted in writing to tracy.anderson@haileycityhall.org.

Bidders must hold a valid Idaho Public Works License prior to the bid due date. Bidders must submit a list of all subcontractors with their bid.

Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The City of Hailey reserves the right to reject any and all bids.

Each BID must be submitted in a sealed envelope, plainly marked on the outside as **BID** followed by the project name as declared herein. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER in care of the receiving office.

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

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of any estimated quantities in the BID PROPOSAL by examination of the site and a review of the drawings and specifications including ADDENDA. The quantities shown in the BID PROPOSAL are estimated quantities and are given solely for the purpose of facilitating the comparison of Proposals. All computations of the Contractor's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign PERFORMANCE BONDS or PAYMENT BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and provide the performance BOND, payment BOND, and Certificate of Insurance within seven (7) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.

The OWNER, within ten (10) days of receipt of acceptable performance BOND, payment BOND, Certificate of Insurance, and Agreement, signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued immediately following execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within sixty (60) days of the bid opening or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

The OWNER reserves the right to reject any or all BID PROPOSALS, and to postpone the award of the CONTRACT for a period not to exceed sixty (60) days.

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

The responsible BIDDER with the lowest bid shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout as if written therein in full.

Project Description

The City of Hailey is accepting sealed bids for construction of **War Eagle Drive Drainage Improvements 2019**.

Scope of Work: This roadside drainage project includes a new culvert crossing under War Eagle Drive and constructing a new ditch from the outlet of said culvert to the existing ditch on the west side of the tennis courts. Also included in this project are new culverts under Della Vista Drive, plus culverts under driveway crossings and a new roadside ditch along the east side of War Eagle Drive.

Project Schedule: The new culvert under War Eagle and connection to the existing ditch along the west side of the tennis courts must be completed first, including asphalt patchwork. Other project work may be performed concurrently.

Work shall commence no later than **October 21st, 2019, and shall be substantially complete within 28 calendar** days unless otherwise extended by the contract documents.

All quantities are approximate - this is a unit price basis project and the Contractor shall verify and confirm all quantities with the Owner. Refer to the Bid documents for additional information.

Construction **MUST** be completed before the date specified in the agreement or liquidated damages will be enforced. The successful Contractor will be responsible for providing a work schedule with one week increments, and diligently following said schedule. The Contractor shall schedule a pre-construction meeting with the OWNER, to be held prior to commencing construction.

Questions regarding the contract documents or scope of work should be submitted in writing to tracy.anderson@haileycityhall.org.

Specifications

This project is subject to the most current edition of the City of Hailey Standard Drawings and Specifications and the Idaho State Public Works Construction Standard Specifications.

BID FORM

PROJECT IDENTIFICATION:

War Eagle Drive Drainage Improvements 2019

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 OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

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

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

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

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

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

4.02 Construction Schedule Coordination: Bidder, after 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 OWNER, to be held prior to commencing construction.

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

PROJECT: War Eagle Drive Drainage Improvements 2019

No.	Item	Unit	Estimated Quantity	Unit Price	Total Estimated Cost
1	Stripping, Grubbing and Removal/Disposal of Sawcut Asphalt	L.S.	1		
2	Excavation	CY	383		
3	Concrete slurry	CY	33		
4	¾" Aggregate	CY	10		
5	2" Minus Aggregate	CY	111		
6	Asphalt Pavement	SY	55		
7	21"x15" E-80 Load Rating Pipe Arch	LF	65		
8	12" E-80 Load Rating Culvert	LF	150		
9	24" CMP with Apron and inlet Guard	LF	50		
10	Traffic Control	LS	1		
Total of all Prices:					

TOTAL WRITTEN IN WORDS

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

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

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

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. Drawing by Galena Engineering, dated 09/26/2019 Titled "War Eagle Drive Drainage Improvements 2019"

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

A. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract; 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. Bidders must hold a valid Idaho Public Works License prior to the bid due date. Bidders must submit a list of all subcontractors with their bid.

SUBMITTED on _____, 2019.

Idaho Public Works Contractor License No. _____.

Expiration Date _____.

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

State of Incorporation: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

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

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

A Limited Liability Company

Limited Liability Company Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Attest _____
(Signature of Member/Manager)

Business address: _____

Phone No.: _____ FAX No.: _____

State of Organization: _____

Date of Qualification to do business is _____

NOTICE OF AWARD

Dated _____

[Certified Mail -- Return Receipt Requested]

TO: _____
(BIDDER)

ADDRESS: _____

Contract: War Eagle Drive Drainage Improvements 2019
(Insert name of Contract as it appears in the Bidding Documents)

Project: War Eagle Drive Drainage Improvements 2019

OWNER's Contract No. N/A

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for **War Eagle Drive Drainage Improvements 2019**.

The Contract Price of your Contract is:

One (1) copy of the proposed Contract Documents and one (1) copy of the Drawings accompany this Notice of Award.

You must comply with the following conditions upon receipt of this Notice of Award.

1. Deliver to the OWNER one (1) fully executed copy of the Contract Documents within seven (7) calendar days of this Notice of Award.
2. Deliver with the executed Contract Documents the Contract security (Bonds) and Certificate of Insurance as specified in this document within seven (7) calendar days of this Notice of Award.

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

AGREEMENT

This AGREEMENT, made this _____ day of _____, 2019, by and between the City of Hailey, Idaho, hereinafter called "OWNER" and _____, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of: **War Eagle Drive Drainage Improvements 2019.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will **commence work no later than October 21, 2018.** All work must achieve substantial completion within 28 calendar days of said commencement date ("Date of Substantial Completion"), unless otherwise extended by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

_____ (write in letters)

_____ (insert numbers)

as shown in the submitted BID PROPOSAL.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - 5.01 INSTRUCTIONS TO BIDDERS
 - 5.02 BID FORM
 - 5.03 NOTICE OF AWARD
 - 5.04 AGREEMENT
 - 5.05 PAYMENT BOND
 - 5.06 PERFORMANCE BOND
 - 5.07 CERTIFICATE OF INSURANCE
 - 5.08 NOTICE TO PROCEED
 - 5.09 DRAWING BY GALENA ENGINEERING DATED 09/26/2019 TITLED "WAR EAGLE DRIVE DRAINAGE IMPROVEMENTS 2019"
 - 5.10 CITY OF HAILEY STANDARD DRAWINGS AND SPECIFICATIONS
 - 5.11 IDAHO STATE PUBLIC WORKS CONSTRUCTION STANDARD SPECIFICATIONS
6. *Retainage.* The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released upon Certification of Substantial Completion.
7. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **five hundred dollars (\$500.00)** for each day that expires after the Date of Final Completion, or any proper extension thereof granted by OWNER.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

OWNER:

CITY OF HAILEY, IDAHO

BY: _____

(SEAL)

ATTEST:

CONTRACTOR:

BY: _____

Title: _____

Address: _____

(SEAL)

ATTEST:

Name: _____
(Type or Print)

Title: _____

Payment Bond

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

CONTRACTOR (Name and Address):
Principal Place

SURETY (Name and Address of
of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

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

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: _____ (Corp. Seal)

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

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy

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

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

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

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

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

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

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

15. DEFINITIONS

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

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

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

Performance Bond

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

CONTRACTOR (Name and Address):
Principal Place

SURETY (Name and Address of
of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

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

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: _____ (Corp. Seal)

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

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Definitions.

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

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

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

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

CERTIFICATE OF INSURANCE

This page intentionally left blank as a placeholder for Certificate of Insurance from Contractor.

NOTICE TO PROCEED

Dated _____

TO _____
(CONTRACTOR)

ADDRESS: _____

Contract: War Eagle Drive Drainage Improvements 2019
(Insert name of Contract as it appears in the Contract Documents)

You are hereby notified to commence WORK on OCTOBER 21, 2019 in accordance with the AGREEMENT, and you are to complete WITHIN 28 CALENDAR DAYS, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

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

Dated this _____ day of _____, 2019.

CITY OF HAILEY
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this _____ day

of _____, 2019 by: _____
(Contractor)

By: _____

Title: _____

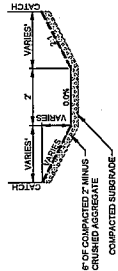
WAR EAGLE DRIVE DRAINAGE IMPROVEMENTS - 2019

HAILEY, IDAHO

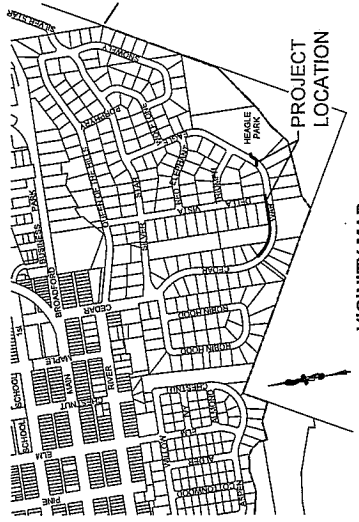
OCTOBER 2019

CONSTRUCTION NOTES

1. THE EXISTING TOPOGRAPHICAL INFORMATION SHOWN HEREON NORTH AND EAST OF THE EXISTING ASPHALT OF WAR EAGLE DRIVE IS BASED ON BAINIE COUNTY LOCAL DATED 2018.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE OR COORDINATE THE RELOCATION OF ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL UNDERGROUND UTILITIES (1-800-525-1589) AND APPROPRIATE UTILITY OWNERS TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY CONSTRUCTION SPECIFICATIONS, AS WELL AS THE CURRENT EDITIONS OF THE IDAHO STANDARDS FOR PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SECURING A COPY OF THE SPEC AND HAZARD STANDARD DRAWINGS AND SPECIFICATIONS ON SITE DURING CONSTRUCTION. WHERE DUPLICATE STANDARDS EXIST THE MORE STRINGENT STANDARDS SHALL TAKE PRECEDENCE.
4. CONTRACTOR SHALL COORDINATE RELOCATIONS OF ANY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
5. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERED).
7. ALL CLEANING & CURBING SHALL CONFORM TO SPWC SECTION 201.
8. ALL EXCAVATION & GRANULAR FILL SHALL CONFORM TO SPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAVED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 998. THE CONTRACTOR SHALL WATER OR MIST SPRAY SUBGRADE AS NECESSARY TO OBTAIN OPTIMAL MOISTURE CONTENT. FILL OF DENSITY VARIATION, THE SUBGRADE MAY BE PROPELLED TO THE APPROVAL OF THE ENGINEER.
9. TRUCKS, AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNDESIRABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNDESIRABLE OR DAMAGED SUBGRADE BETWEEN THE EXISTING CURB AND THE PROPOSED CURB SHALL BE REPAIRED TO THE ORIGINAL CONDITION. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE OVER EXCAVATION OF UNDESIRABLE MATERIAL TO FIRM SUBSOIL. LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH FILL GRAVEL.
10. ALL 2" MINUS GRAVEL SHALL CONFORM TO SPWC 602, TYPE I (TO STANDARD 702.4). ALL 3" MINUS GRAVEL SHALL CONFORM TO SPWC 602, TYPE II (TO STANDARD 702.4). ALL 3" MINUS GRAVEL SHALL BE PLACED IN CONFORMANCE WITH SPWC SECTION 601 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY ASTM D 1557.
11. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO SPWC SECTION 603, TYPE I (TO STANDARD 702.4). ASPHALT AGGREGATE SHALL BE 1/2" (10MM) NOMINAL. SIZE CONFORMING TO TABLE 608.8 IN SPWC SECTION 603. ASPHALT WHICH SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY ASTM D 1557.
12. ASPHALT SURFACES SHALL BE INDICATED ON THE DRAWINGS, OR 3" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN FINISH EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
13. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGHOUT THE CITY BOUNDARY.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
15. ALL CONCRETE WORK SHALL CONFORM TO SPWC SECTION 701, 702, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN SPWC SECTION 703, TABLE 1.2. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE FORMING DURING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
16. ALL TRENCHING SHALL CONFORM TO SPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 90% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 1557.
17. PER IDAHO CODE § 55-4013, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DESTROYED BY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY LOST OR DESTROYED MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DESTROYED BY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THEIR LOSS OR DESTROYANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESSED CORNER ON THE SUBGRADE FOR CORNERS AND BENCHMARKS UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR.



① CONVEYANCE DITCH TYPICAL SECTION



- #### SHEET INDEX
- C1 COVER & DETAIL SHEET
 - C2 PLAN & PROFILE SHEET
 - C3 PLAN & PROFILE SHEET

APPROXIMATE MATERIALS / QUANTITIES LIST

NAME	UNIT	QUANTITIES
STRIPPADE CURBBERMS AND EXCAVATION (15.5' GRADE X 250' P) = 10,335 CF	C.Y.	363
CONCRETE SLURRY FOR BACKFILL AT EACH CURBVERT	C.Y.	33
3\"/>		



COVER & DETAIL SHEET
 WAR EAGLE DRIVE
 DRAINAGE IMPROVEMENTS - 2019
 PREPARED FOR CITY OF HAILEY

NO	DATE	BY	REVISIONS

PROJECT INFORMATION	DATE
PROJECT NO. 2019-001	10/20/19
PROJECT NAME	WAR EAGLE DRIVE DRAINAGE IMPROVEMENTS
CLIENT	CITY OF HAILEY
DESIGNED BY	CAL ENA ENGINEERING, INC.
CHECKED BY	

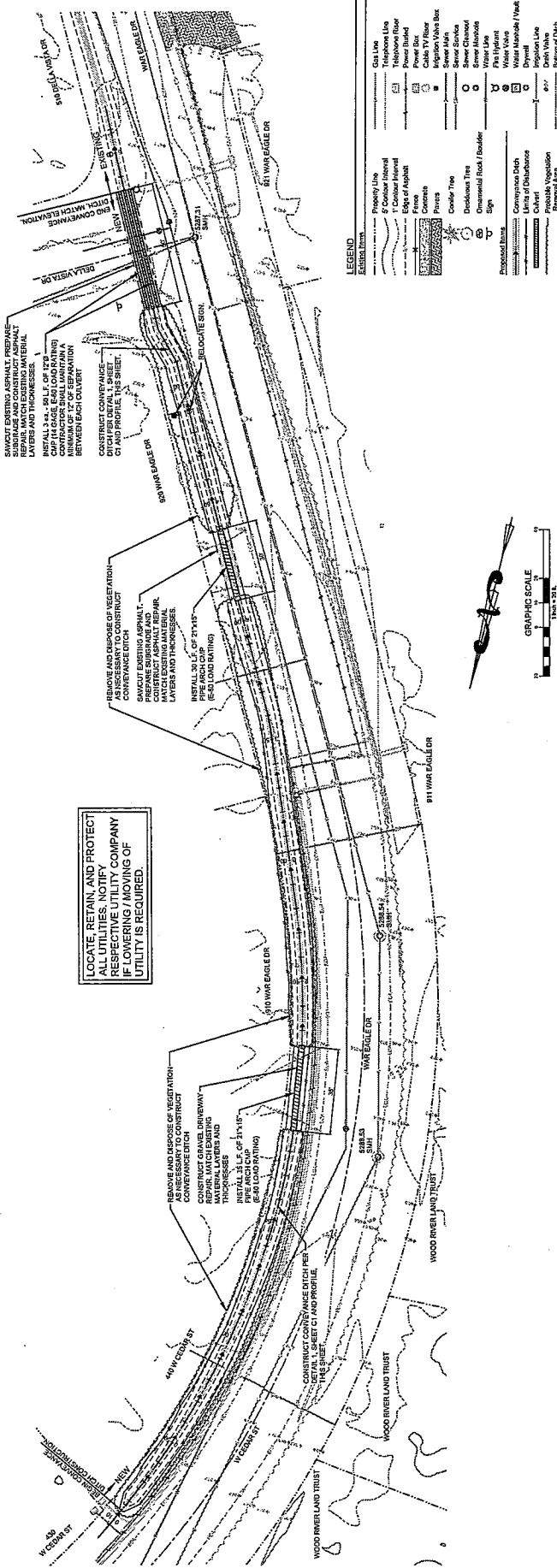
WAR EAGLE DRIVE DRAINAGE IMPROVEMENTS - 2019

PLAN AND PROFILE SHEET
PREPARED FOR CITY OF HALEY

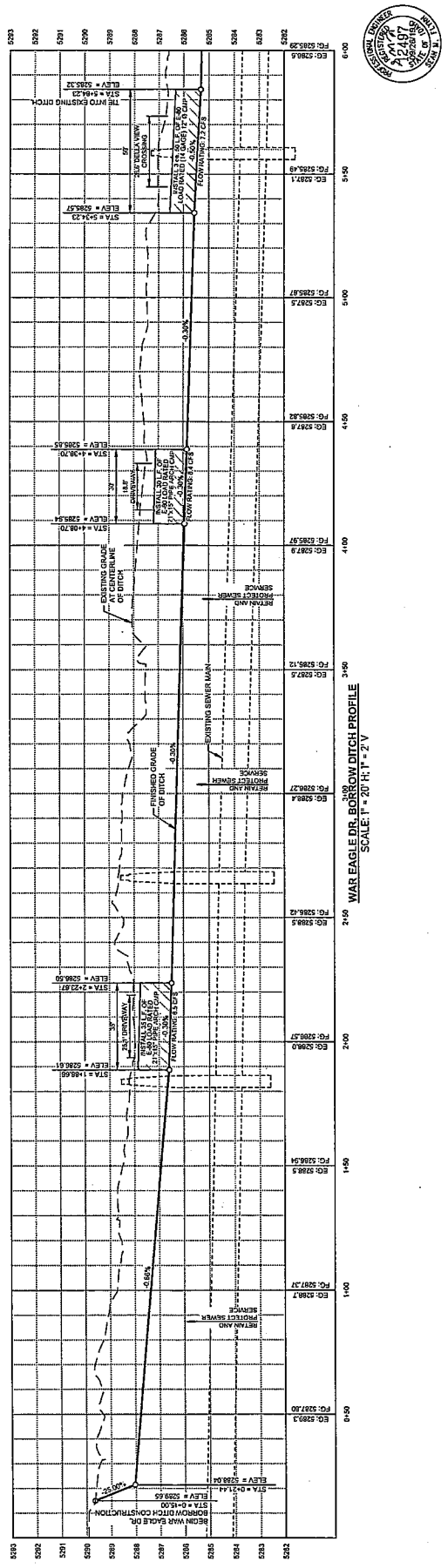
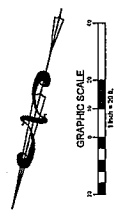
PROJECT NO. 19-001
DATE: 08/20/19
DRAWN BY: JLD
CHECKED BY: JLD

NO.	DATE	BY	REVISIONS

GALENA ENGINEERING, INC.
317 N. 8th Street
Haley, Idaho 83423
(208) 784-1712
www.galena-engineering.com



LOCATE, RETAIN AND PROTECT ALL UTILITIES. NOTIFY RESPECTIVE UTILITY COMPANY IF LOWERING / MOVING OF UTILITY IS REQUIRED.



Return to Agenda

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO AMENDING CHAPTER 10.40.040 OF THE HAILEY MUNICIPAL CODE BY ADDING AGAINST USE OF A MOBILE ELECTRONIC DEVICE WHILE RIDING A BICYCLE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORING TO LAW.

WHEREAS, the Mayor and the City Council of the City of Hailey have adopted Chapters 10.40. regulating bicycles within the city; and

WHEREAS, riding bicycles while using a mobile electronic device while riding a bicycle poses a risk to public safety; and

WHEREAS, the Mayor and the City Council of the City of Hailey desire to promote the health, safety and welfare of all users of public streets, pathways and sidewalks.

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

Section 1. Section 10.40.040 of the Hailey Municipal Code is hereby amended by the addition of the underlined language as follows:

10.40.040: RIDING ON BICYCLES:  

- A. No person riding or operating a bicycle shall ride other than upon or astride a permanent and regular seat attached thereto.
- B. No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.
- C. Every person operating a bicycle shall keep at least one hand on the handlebar at all times, and shall carry nothing which prevents full control of the bicycle or obstructs the operator's vision.
- D. No person shall hold in his or her hand a mobile electronic device, as defined in section 10.44.020 Hailey Municipal Code, while riding or operating a bicycle.

Section 2. 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. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. 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 APRIL, 2018.

Fritz X. Haemmerle, Mayor

Attest:

Mary Cone, City Clerk

Publish: Idaho Mountain Express _____, 2018

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/23/2019 **DEPARTMENTS:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Amendments to Title 17, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI – Sales and Office (SCI-SO) Zoning District.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 17

BACKGROUND: The Applicant, Michelle Lee Harris, is the owner of an esthetician studio. The business provides skin care, waxing, lash and brow services. It would be located in the 1120 Broadford Road, Unit 13 (Hailey Business Park) complex. The business owner lives upstairs from the business space. Clients are seen one or two at a time, by appointment. Three (3) parking spaces are dedicated to Unit 13. No fumes or venting is needed to accommodate this business. The Applicant has indicated that she is a start-up business, and that as business grows, she would look to relocate it to the central core. The Applicant has received approval from the HOA and the Planning and Zoning Commission has recommended approval for the requested text change.

Harris has proposed amendments to Title 17: Zoning Regulations, Title 17, Chapter 17.05.040, District Use Matrix, which would amend the District Use Matrix to include "Personal Services" as a Conditional Use in the SCI – Sales and Office (SCI-SO) Zoning District.

The Commission reviewed and discussed the proposed amendments. The Commission found the amendments to be in accordance with the Hailey Comprehensive Plan and unanimously recommended approval of this text change. Details are outlined in the attached documents.

Attachments:

1. Staff Report
2. Ordinance No. _____, amending Title 17: Zoning Regulations, Title 17, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI – Sales and Office (SCI-SO) Zoning District
3. Hailey Planning and Zoning Findings of Fact, Conclusions of Law and Decision dated May 6, 2019

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a first reading of Ordinance No. ____, an Ordinance amending Title 17, Title 17, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI – Sales and Office (SCI-SO) Zoning District, and read by title only.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date 9/23/19 - Council City Clerk adopted ord. No. 1250 - 1st Reading by title
10/10 - 3rd Reading

FOLLOW-UP:

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

HAILEY ORDINANCE NO. 1250

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17: ZONING REGULATIONS, CHAPTER 17.05: OFFICIAL ZONING MAP AND DISTRICT USE MATRIX, SECTION 17.05.040: DISTRICT USE MATRIX, TO ADD "PERSONAL SERVICES WHERE RETAIL SALES ARE CLEARLY INCIDENTAL TO THE PRINCIPAL USE AND NO OUTSIDE STORAGE YARD OR FACILITY IS REQUIRED", AS A CONDITIONAL USE IN THE SCI SALES AND OFFICE (SCI-SO) ZONING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Zoning Ordinance will generally conform to the Hailey Comprehensive Plan;

WHEREAS, the amendments will not create excessive additional requirements at public cost for public facilities and services; and

WHEREAS, the amendment will be in accordance with the safety and welfare of the general public.

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

Section 1. Title 17, Chapter 17.05, Section 17.05.040 of the Hailey Municipal Code, is hereby amended by the addition of the underlined language and the deletion of strike out language as follows:

Description (Excerpt)	RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-I
Personal services where retail sales are clearly incidental to the principal use and no outside storage yard or facility is required	N	N	N	N	C ¹⁷	P	C	P	N	N	N	N <u>C</u>	N

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

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

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

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

Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk, City of Hailey

Publish: Idaho Mountain Express, _____

HAILEY ORDINANCE NO. 1250

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17: ZONING REGULATIONS, CHAPTER 17.05: OFFICIAL ZONING MAP AND DISTRICT USE MATRIX, SECTION 17.05.040: DISTRICT USE MATRIX, TO ADD “PERSONAL SERVICES WHERE RETAIL SALES ARE CLEARLY INCIDENTAL TO THE PRINCIPAL USE AND NO OUTSIDE STORAGE YARD OR FACILITY IS REQUIRED”, AS A CONDITIONAL USE IN THE SCI SALES AND OFFICE (SCI-SO) ZONING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Zoning Ordinance will generally conform to the Hailey Comprehensive Plan;

WHEREAS, the amendments will not create excessive additional requirements at public cost for public facilities and services; and

WHEREAS, the amendment will be in accordance with the safety and welfare of the general public.

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

Section 1. Title 17, Chapter 17.05, Section 17.05.040 of the Hailey Municipal Code, is hereby amended by the addition of the underlined language, as follows:

Description (Excerpt)	RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-I	
Personal services where retail sales are clearly incidental to the principal use and no outside storage yard or facility is required	N	N	N	N	C ¹⁷	P	C	P	N	N	N	N	<u>C</u>	N

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

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

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

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

Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk, City of Hailey



STAFF REPORT
Hailey City Council
Regular Meeting of September 23, 2019

TO: City Council

FROM: Lisa Horowitz, Community Development Director

OVERVIEW: Consideration of Amendments to Title 17, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI – Sales and Office (SCI-SO) Zoning District.

HEARING: September 23, 2019

Notice:

Notice for the public hearing was published in the Idaho Mountain Express on September 4, 2019 and mailed to adjoining within 300', as well as public agencies on September 3, 2019.

Proposal:

The proposed amendments, submitted by Michelle Harris, to Title 17: Zoning Regulations, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI – Sales and Office (SCI-SO) Zoning District.

Background:

The Applicant is the owner of an esthetician studio. The business provides skin care, waxing, lash and brow services. It would be located in the 1120 Broadford Road, Unit 13 (Hailey Business Park) complex. The business owner lives upstairs from the business space. Clients are seen one or two at a time, by appointment. Three (3) parking spaces are dedicated to Unit 13. No fumes or venting is needed to accommodate this business. The Applicant has indicated that she is a start-up business, and that as business grows, she would look to relocate it to the central core. The Applicant has received approval from the HOA and the Planning and Zoning Commission has recommended approval for the proposed text change.

Per the Hailey Municipal Code, "Personal Services" are defined as follows:

17.02 PERSONAL SERVICE: Any enterprise conducted for pecuniary gain which primarily offers services to the general public, such as, but not limited to, shoe repair, watch repair, barbershops, beauty parlors and similar activities.

Personal Service uses are currently permitted uses in the Business and Limited Business Zoning Districts, and Conditional Uses in the Neighborhood Business (NB) and Transitional (T) Zoning Districts. There are a number of conditional uses in the SCI-SO Zoning District that could be considered to have similar

impacts on other surrounding uses, in that they provide for periodic service to the public. These include dance and martial art studios; photography studios; pet grooming services, and training and veterinarians. Incorporating this use as a Conditional Use will allow the Commission to evaluate impacts on a case-by-case basis.

This project was approved by the Hailey Planning and Zoning Commission on August 5, 2019.

Criteria for Review:

Section 17.14.060(A) of the Hailey Municipal Code provides “[w]hen evaluating any proposed amendment under this chapter, the hearing examiner or commission and council shall make findings of fact on the following criteria:

1. The proposed amendment is in accordance with the comprehensive plan;
2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;
3. The proposed uses are compatible with the surrounding area; and
4. The proposed amendment will promote the public health, safety and general welfare.

1. The proposed amendment is in accordance with the Comprehensive Plan.

The Commission found the proposal to be in accordance with the Comprehensive Plan. The most applicable goal of the Comprehensive Plan is listed below for reference:

6.1 Encourage a diversity of economic development opportunities within Hailey

2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services.

The Commission found that the proposed code revision would not create excessive additional requirements at public cost for services, and that essential public services are in place to serve Hailey Business Park, which is existing.

3. The proposed uses are compatible with the surrounding area.

The Commission found that the proposed code revision would add “Personal Services” as a Conditional Use. “Personal Services” include items, such as: shoe repair and barber shops. The uses listed under “Personal Services” most likely have intermittent traffic from the public, not dissimilar to photography studio or pet grooming studio, which are both Conditional Uses in the zone district.

4. The proposed amendment will promote the public health, safety and general welfare.

The proposed amendment, recommended for approval by the Planning and Zoning Commission, is consistent with the Hailey Comprehensive Plan. The proposed code revision would not result in a change in allowed uses. The Commission found that this amendment will promote the public health, safety and general welfare.

MOTION LANGUAGE:

Approval:

Motion to conduct a first reading of Ordinance No.____, an Ordinance amending the Hailey Municipal Code, Title 17, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI – Sales and Office (SCI-SO) Zoning District, as shown in the attached ordinance, and read by title only.

Denial:

Motion to table Ordinance No.____, an Ordinance amending the Hailey Municipal Code, Title 17, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI – Sales and Office (SCI-SO) Zoning District, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

FINIDNGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On August 5, 2019, the Hailey Planning and Zoning Commission considered a Text Amendment to the Hailey Municipal Code, submitted by Michelle Harris, to Title 17: Zoning Regulations, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI-SO subdistrict.

Notice:

Notice for the public hearing was published in the Idaho Mountain Express on July 17, 2019 and mailed to public agencies on July 16, 2019.

Proposal:

The proposed amendments, submitted by Michelle Harris, to Title 17: Zoning Regulations, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI-SO subdistrict.

Background:

The applicant is the owner of an esthetician studio. The business provides skin care, waxing, lash and brow services. It would be located in the 1120 Broadford Road, unit 13 (Hailey Business Park). The business owner lives upstairs from the business space. Clients are seen one or two at a time, by appointment. Three (3) parking spaces are dedicated to Unit 13. The applicant has received approval from the HOA for the proposed use. No fumes or venting is needed to accommodate this business. The applicant has indicated that she is a start-up business, and that as business grows, she would look to relocate it to the central core.

Personal Service is defined as follows:

17.02, PERSONAL SERVICE: Any enterprise conducted for pecuniary gain which primarily offers services to the general public, such as, but not limited to, shoe repair, watch repair, barbershops, beauty parlors and similar activities.

Personal Service uses are currently permitted outright in the Business and Limited Business zones, and conditional in the Neighborhood Business and Transitional zones. There are a number of conditional uses in the SCI-SO Zone district that could be considered to have similar impacts on other surrounding uses, in that they provide for periodic service to the public. These include dance and martial art studios; photography studio; pet grooming, training and veterinarians. Incorporating this use as a Conditional Use will allow the Commission to evaluate impacts on a case-by-case basis.

Criteria for Review:

Section 17.14.060(A) of the Hailey Municipal Code provides “[w]hen evaluating any proposed amendment under this chapter, the hearing examiner or commission and council shall make findings of fact on the following criteria:

1. The proposed amendment is in accordance with the comprehensive plan;
2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;
3. The proposed uses are compatible with the surrounding area; and

4. The proposed amendment will promote the public health, safety and general welfare.

1. The proposed amendment is in accordance with the Comprehensive Plan.

The proposal appears to be in accordance with the Comprehensive Plan. The most applicable goal of the Comprehensive Plan is listed below for reference:

- 6.1 Encourage a diversity of economic development opportunities within Hailey

The Commission found that this standard has been met.

2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services.

The proposed code revision will not create excessive additional requirements at public cost for services. Essential public services are in place to serve the Hailey Business Park, which is existing. The Commission found that this standard has been met.

3. The proposed uses are compatible with the surrounding area.

The proposed code revision would add personal services as a conditional use. Personal Service includes items such as shoe repair and barber shops. The uses listed under personal services most likely have intermittent traffic from the public, not dis-similar to photography studio or pet grooming studio, which are both Conditional Uses in the zone district. The Commission found that this standard has been met.

4. The proposed amendment will promote the public health, safety and general welfare.

The amendment recommended is consistent with the Hailey Comprehensive Plan. The proposed code revision will not result in a change in allowed uses. Staff recommends that this amendment will promote the public health, safety and general welfare. The Commission found that this standard has been met.

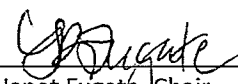
CONCLUSIONS OF LAW AND DECISION

Based on the above Findings of Fact, Conclusions of Law and Decision, the Commission, on a unanimous vote, concluded that adequate notice, pursuant to Title 17, Section 17.14 was given, and is proper. The Commission makes the following recommendations:

- a) An Ordinance amending Title 17: Zoning Regulations, Chapter 17.05.040, District Use Matrix to include Personal Services as a Conditional Use in the SCI-SO subdistrict.

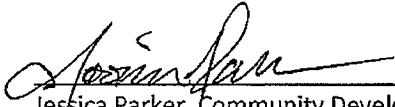
The Commission thereby recommends approval to the Hailey City Council of Hailey Ordinance No. _____, amending Title 17: Zoning Regulations, Chapter 17.05.040, District Use Matrix.

Signed this 16th day of September, 2019.



Janet Fugate, Chair

Attest:



Jessica Parker, Community Development Assistant

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MIKE CRAPO
U.S. SENATOR
IDAHO

CO-CHAIRMAN, SENATE RENEWABLE ENERGY AND
ENERGY EFFICIENCY CAUCUS

JOINT COMMITTEE ON TAXATION

WORKING FOREST CAUCUS

SENATE WESTERN CAUCUS

United States Senate

WASHINGTON, DC 20510

COMMITTEES:

BANKING, HOUSING, AND
URBAN AFFAIRS
CHAIRMAN

FINANCE

JUDICIARY

BUDGET

RECEIVED
SEP 30 2019

BY: FILE EH, SC, BY, HD

September 19, 2019

Fritz Haemmerle
115 Main Street S.
Hailey, ID 83333

Dear Fritz:

Congratulations on receiving the Tree City USA Award! Achievements like this should be recognized and honored. This accomplishment is certainly a reflection of your commitment to establishing healthy forests.

You are to be commended for your tireless efforts and dedication on behalf of forestry in Idaho. I look forward to following your future success

Again, congratulations, and I wish you all the best in your future endeavors!

Sincerely,



Mike Crapo
U.S. Senator
Idaho

MDC:eb

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Agenda
HAILEY PLANNING & ZONING COMMISSION
Tuesday, October 22, 2019
Hailey City Hall
5:30 p.m.

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1 Adoption of the Findings of Fact, Conclusions of Law and Decision City-initiated Text Amendment to the Hailey Comprehensive Plan to add a new section, Section 14, Public Airport Facilities, pursuant to Idaho Code 21-504 through 21-507 Airport Zoning Regulations and Section 67, Chapter 65, Local Land Use Planning Act. **ACTION ITEM**

Public Hearing

PH 1 Consideration of a Design Review Application by Andrea Pierceall represented by Chad Blincoe, of Blincoe Architecture, for a 308 square foot garage and a 320 square foot guest room, which will be attached to the garage, to be located at 417 North 2nd Avenue (Lots 4 and 5, Block 58, Hailey Townsite) within the General Residential (GR) and Townsite Overlay (TO) Zoning Districts. **ACTION ITEM**

PH 2 Consideration of a request for a Development Agreement Rezone by West Crescent Advisors Idaho, LLC, represented by Jay Cone Architecture, for an amendment to the City of Hailey Zoning District Map, Section 17.05.020, and Downtown Residential Overlay (DRO), Section 17.04R. The proposed changes would rezone Lots 1-7, Block 19, Hailey Townsite (301, 303 and 307 South River Street and 104 West Walnut) and Lots 1 and 3, Block 1, Elmwood Subdivision # 2, from Limited Business (LB) and General Residential (GR) to Business (B). Parcels 301, 303 and 307 South River Street are currently within the Downtown Residential Overlay (DRO). Lots 1 and 3, Block 1, Elmwood Subdivision # 2 (no address) are requesting to be added to the Downtown Residential Overlay (DRO). Lots to the north and the east are zoned the requested zoning district and are within the requested overlay district. The development Agreement Rezone stipulates in part:

- Buildings on Elmwood Lot 3 shall be set back a minimum of ten feet (10') from the boundary of Lot 4, Block 1, Elmwood Subdivision
- Buildings on Elmwood Lot 1 shall not exceed 20' in height.
- A "Tent" diagram will be prepared which will establish bulk restrictions. **ACTION ITEM**

PH 3 Consideration of City-initiated Text and Map Amendments to the Hailey Comprehensive Plan and the Comprehensive Plan Land Use map to include additional lands in the Hailey Area of City Impact. **ACTION ITEM**

PH 4 Consideration of ordinances related to amending the Blaine County/Hailey Area of City Impact pursuant to Idaho Code Section 67-6526:

- 1) An Ordinance identifying a map that defines and establishes geographic boundaries modifying the existing Blaine County/Hailey Area of City Impact as adopted by Hailey Ordinance 649 (adopted November 14, 1994) and amended by Ordinance 731. (adopted June 23rd, 1999). The geographic boundaries take into account trade areas, geographic factors, and areas that can reasonably be expected to annex into the City in the future.
- 2) An Ordinance providing for plans and ordinances for the Area of City Impact. **ACTION ITEM**

Staff Reports and Discussion

SR 1 Discussion of current building activity, upcoming projects, and zoning code changes. *(no documents)*

SR 2 Discussion of the next Planning and Zoning meeting: October 28, 2019

- DR: FAPO Holdings Idaho LLC

Agenda
HAILEY PLANNING & ZONING COMMISSION
Monday, October 28, 2019
Hailey City Hall
5:30 p.m.

Call to Order

Public Comment for items not on the agenda

Consent Agenda

CA 1

Public Hearing

PH 1 Consideration of a Design Review Application by FAPO Holdings Idaho, LLC c/o Engel and Associates, LLC represented by Samantha Stahlnecker, PE, of Galena Engineering, to demolish the 1936 Warehouse Building in the Sawtooth Forest Service Supervisors Complex in order to create additional parking for the mixed-use building located at 314 South River Street. The Forest Service Block served as Sawtooth Headquarters from 1933-1953, which included five (5) buildings, including the Warehouse. The 26-stall parking lot will be located at 306-308 South River Street (Lots 13 and 14A, Block 20, Hailey Townsite) within the Business (B), Downtown Residential Overlay (DRO) and Townsite Overlay (TO) Zoning Districts. **ACTION ITEM**

Staff Reports and Discussion

SR 1 Discussion of current building activity, upcoming projects, and zoning code changes.
(no documents)

SR 2 Discussion of the next Planning and Zoning meeting: November 4, 2019

- DR: Kilgore Properties, LLC

Return to Agenda

**AGENDA OF THE REGULAR
HAILEY CITY COUNCIL MEETING
Monday October 21, 2019 * Hailey City Hall Meeting Room**

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

ACTION ITEM

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

CONSENT AGENDA:

- CA 000 Grant Agreements
- CA 000 Contracts
- CA 000 Special Events
- CA 000 Motion to approve minutes of and to suspend reading of them **ACTION ITEM**
- CA 000 Motion to approve claims for expenses incurred during the month of September, 2019, and claims for expenses due by contract in October, 2019 **ACTION ITEM**

MAYOR'S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

PR 000 Presentation from Rebecca Bundy regarding resiliency work conducted by staff and the ad-hoc committee since their appointment on September 9, and to Rename the Committee.

APPOINTMENTS & AWARDS

AA 000

PUBLIC HEARING:

PH 000 Public Hearing on a final Plat application for Carbonate View Subdivision represented by Galena Engineering on behalf of W Squared, LLC for Tax Lot 8364 S. 9 & 16, T2N, R18E, Hailey. The property has received preliminary plat approval to be resubdivided into fourteen (14) single family lots, ranging in size from 7,000 square feet to 9,047 square feet. The project is located in the General Residential (GR) Zoning and Floodplain Overlay Districts (continued from September 23, 2019). **ACTION ITEM**

NEW BUSINESS:

NB 000 Pursuant to Idaho Code 67-6526(e), consideration of questions to transmit to the Planning and Zoning Commission for consideration regarding amending the adopted Hailey Area of City Impact **ACTION ITEM**

OLD BUSINESS:

OB 000

STAFF REPORTS: Staff Reports Council Reports Mayor's Reports

- SR 000
- SR 000 Draft of next Planning and Zoning Commission meeting agenda
- SR 000 Draft of next City Council meeting agenda

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

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - Next Resolution Number- 2018-01

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