NOTICE OF QUORUM
HAILEY CITY COUNCIL
AND
HAILEY PLANNING AND ZONING COMMISSION
4:45 PM
Gravity Fitness and Tennis @ Copper Ranch
1970 Woodside Blvd., Hailey, Idaho

The Mayor, City Council and Planning and Zoning Commission will convene on-site, tour the new facility and then depart for city hall for the 5:30 special City Council meeting.

AGENDA OF THE SPECIAL
HAILEY CITY COUNCIL MEETING
Monday October 29, 2018 * Hailey City Hall Meeting Room

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

ACTION ITEM ......................................................................................................................................................................

5:30 p.m. CALL TO ORDER -

CONSENT AGENDA:

CA 429 Motion to accept bid from ______ in the amount of $________, for Phase 1 – Della View Drainage Improvements, and motion to adopt Resolution 2018-____, authorizing the mayor to sign the Notice of Award and Agreement ACTION ITEM ................................. 1

CA 430 Motion to approve Resolution 2018-127, authorizing Mayor’s signature on a letter confirming access, in accordance with the Real Estate Purchase and Sale Agreement dated September 1, 1998 to Eccles Flying Hat Ranch across portions of Aviation Drive and Airport Way located on Friedman Memorial Airport Property ACTION ITEM .................................................................................................................. 10

CA 431 Motion to approve Resolution 2018-128, authorizing a release to Easzy Landscaping, Ohio Security Insurance Company and all other persons related to a claim for property damage to Hailey City property at 430 Robinhood Drive, in exchange for payment in full to the City of $2,835 ACTION ITEM .............................................................. 24

CA 432 Motion to approve the Special Event, Hailey Turkey Trot 5K Run and Walk, with start/finish to be held on Carbonate Street, with route to commence through Draper Preserve and Della View Subdivision (Thursday, November 22, 2018 from 9:00 a.m. to 12:00 p.m.) ACTION ITEM .................................................................................................................. 30

CA 433 Motion to approve alcohol license for a new restaurant ACTION ITEM .................................................................................................................. 39

CA 434 Motion to approve minutes of October 22, 2018 and to suspend reading of them ACTION ITEM .................................................................................................................. 43

CA 435 Motion to approve claims for expenses incurred during the month of October, 2018, and claims for expenses due by contract in November, 2018 ACTION ITEM ............................................................... 52

APPOINTMENTS & AWARDS

AA 436 Appointment to Hailey City Council Seat No. 3, Resolution 2018-____ ACTION ITEM (documents to be handed out)

AA 437 Appointment to Hailey Planning & Zoning Commission, Resolution 2018-____ ACTION ITEM (documents to be handed out)

EXECUTIVE SESSION:

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1243  Next Resolution Number- 2018-129
AGENDA ITEM SUMMARY

DATE: 10/29/18

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to accept bid from _______ in the amount of $ _______, for Phase 1 – Della View Drainage Improvements, and motion to adopt Resolution 2018-____, authorizing the mayor to sign the Notice of Award and Agreement [ACTION ITEM]

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

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This bid is for a portion of the work identified in the Idaho Water Resource Board grant for drainage improvements in the Della View neighborhood. This work is only the first phase with additional work to be performed next year. This additional work was not possible to complete this year due to utility conflicts and the time necessary to relocate those utilities.

The bidding for this project will be complete at 2:00 on the day of the council meeting and additional details will be available at that time. A bid in the amount of $ _______ was received from _______.

The project was advertised in the local newspaper on October 24th and October 17th, with a bid opening date of October 29th as set by Addendum #1. In addition, several efforts were made for direct outreach to the following contractors:

Skyline Excavation
Apollo Construction
Sluder Excavation

Staff recommends authorizing the mayor to sign the Notice of Award, and then after the Contractor has fulfilled the subsequent bonding and contract requirements, to also authorize the Mayor to sign the Agreement so the Contractor may begin construction.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to accept bid from _______ in the amount of $ _______, for Phase 1 – Della View Drainage Improvements, and motion to adopt Resolution 2018-____, authorizing the mayor to sign the Notice of Award and Agreement [ACTION ITEM]

ACTION OF THE CITY COUNCIL:

Date: __________

--1--
FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record Copies (all info.):
*Additional/Exceptional Originals to: Copies (AIS only)
Instrument #
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, October 24, 2018, for the following project:

Phase 1 – Della View Drainage Improvements

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 scope of work for this roadside drainage project includes a new culvert crossing under War Eagle Dr. at the intersection of Triumph Dr. Other improvements include drainage ditches along the south side of War Eagle Dr. adjacent to Heagle Park and drainage ditches to the north of the new culvert crossing.

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 for Phase 1 – Della View Drainage Improvements. 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 Phase 1 – Della View Drainage Improvements, located in the Della View Subdivision in Hailey, Idaho.

The scope of work for this roadside drainage project includes a new culvert crossing under War Eagle Dr. at the intersection of Triumph Dr. Other improvements include drainage ditches along the south side of War Eagle Dr. adjacent to Heagle Park and drainage ditches to the north of the new culvert crossing.

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.
PHASE 1 – DELLA VIEW DRAINAGE IMPROVEMENTS

AMENDMENT NUMBER 1 TO THE BID DOCUMENTS
Amendment Date: October 23, 2018

A. This Amendment shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

1. **Bid Submittal Deadline:** The bid submittal deadline has been changed as noted hereon and modifies the deadline in the INSTRUCTIONS TO BIDDERS. The new bid submittal deadline is as follows:

   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, Monday October 29, 2018, for the following project: Phase 1 – Della View Drainage Improvements

2. **Bid Form Table of Prices:** The Bid table of prices with estimated quantities has been changed and is replaced with the table attached hereto. Please strike through the original table of prices and attach this table to the existing Bid Form. This change is in response to the elimination of some items and minor revisions to others as shown on the revised project drawings. All other pages of the Bid Form are still relevant and shall be signed as appropriate.

3. **Agreement and Notice to Proceed:** The work commencement date is hereby changed from November 2nd to November 7th. The final completion date has not changed.

4. **Project Drawings:** The project drawings have changed and are replaced with the attached set. Revisions to the prior drawings that are reflected on the attached drawings are as follows:

   a. The geometry of the concrete channel has been modified such that it is now flat on top and does not follow the road crown. The asphalt road cut has been widened slightly to allow the existing road crown to taper to a flat section at the culvert.
   
   b. Sprinkler system repair at Heagle Park is now the responsibility of the City. The contractor shall locate and mark any damages to the existing sprinkler system, and when possible, fold back the existing laterals for future repair by the City.
   
   c. The wing walls for the concrete channel may now be rip rap of adequate size and placement, to be approved by the City.
d. The City will provide traffic control for the road crossing on War Eagle.
e. Parallel parking spots have been added adjacent to War Eagle in front of the Pavilion and the channel fore-slope in this area has been modified.
f. The re-grading near the tennis courts has been eliminated.
g. The structural cobble on the conveyance ditch typical section has been changed to angular cobble.
h. The approximate material quantities shown on sheet C1 has been updated.
i. Utility relocations have been noted to be "by others" when necessary.

5. **Other:** The City is willing to accept proposals for a cast in place concrete channel or a precast concrete channel. Channel design will require stamped structural drawings prior to construction.

If you need further information regarding this Bid Addendum please contact Brian Yeager at brian.yeager@haileycityhall.org or phone at 208-727-7614.

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE BID FORM:

Company Name ________________________________
Contact Person _________________________________
Signature ________________________________
Date ________________________________________
CONSTRUCTION NOTES

1. The existing topographical information shown hereon is as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (08/18).

2. The location of existing underground utilities are shown on the plans in an approximate way. The contractor shall be responsible for obtaining and preserving or coordinating the relocation of all and all underground utilities. Contractor shall call Digline (1-800-342-1585) and appropriate utility owners to locate all existing underground utilities.

3. The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Hailey for permits the owner may already have obtained.

4. All clearings & grubbing shall conform to ISPWC Section 201 and City of Hailey Standard 18.12.010 Excavation and Backfill.

5. All excavation & embankment shall conform to ISPWC Section 202 and City of Hailey Standard Specification 18.12.010 Excavation and Backfill. Excavated subgrade shall be compacted and all unsuitable sections removed and replaced with structural fill as determined by the engineer. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or ITD T-91.

6. All 2” minus crushed aggregate shall be placed in conformance with ISPWC Section 802, compacted per ISPWC Section 202 and the City of Hailey Standard Specification 18.08.012 Two Inch Subbase Course. 2” minus crushed aggregate material shall conform to ISPWC Section 802 Type I and the City of Hailey Standard Specification 18.02.001 Two Inch Subbase Course. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or ITD T-91.

7. All asphaltic concrete pavement work shall conform to ISPWC Section(S) 805, 810, and 811 for Class II Pavement and to the City of Hailey Standard Specification 18.08.016 Plant Mix Pavement. Asphalt aggregate shall be 1” minus crushed aggregate (Type II) 2:1 mix normal. The pavement to be designed in accordance with AASHTO T-99 or ITD T-91.

8. All existing asphalt paving shall be saw cut a minimum of 24” to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.

9. 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).

10. Equipment information based on turn management. Please refer to the official turn matrix of cells used. Galena Engineering, Inc. has not developed a traffic policy from the client and has not been requested to develop one. Relevant information that may be contained within a traffic policy may not be applied on the map and may affect times drawn herein. It is the responsibility of the client to determine the draw points of the traffic policy and determine how many turns should be included in the client desired for the information to be included they must furnish Galena Engineering, Inc. and Galena Engineering, Inc. shall not be held responsible for any traffic or turn policy conflicts or errors.

11. All bid items representing the scope of work shall be observed and calculated in accordance with the actual as-built conditions. The contractor is required to submit a bid item for all work that is not included in the drawings, specifications, and contract documents. See bid addendum for further details.

12. The contractor shall safeguard all materials, accessories, and equipment against vandalism and other survey control points. If any of the above listed items must be replaced, the contractor shall notify the engineer prior to replacement.

APPROXIMATE MATERIALS / QUANTITIES LIST

<table>
<thead>
<tr>
<th>NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>STRIPPING &amp; GRUBBING - 6” DEPTH W/I R/W</td>
<td>S.Y.</td>
<td>1,270</td>
</tr>
<tr>
<td>CONCRETE CHANNEL L.F.</td>
<td>L.F.</td>
<td>28</td>
</tr>
<tr>
<td>TOP SOIL AND DROUGHT RESISTANCE GRASS S.Y.</td>
<td>S.Y.</td>
<td>230</td>
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<tr>
<td>2” OF 2” CRUSHED AGGREGATE (TYPE I)</td>
<td>CY.</td>
<td>86</td>
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<td>6” OF 2” CRUSHED AGGREGATE (TYPE II)</td>
<td>CY.</td>
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<td>2” OF 2” CRUSHED AGGREGATE (TYPE III)</td>
<td>CY.</td>
<td>34</td>
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<td>2” OF 2” CRUSHED AGGREGATE (TYPE IV)</td>
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<td>2” OF 2” CRUSHED AGGREGATE (TYPE V)</td>
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<td>2” OF 2” CRUSHED AGGREGATE (TYPE VI)</td>
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<td>14</td>
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<tr>
<td>DRYSTACK WINGWALLS (OR APPROVED EQUAL)</td>
<td>L.F.</td>
<td>477</td>
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<tr>
<td>REMOVE AND RESET SIGN EA.</td>
<td>EA.</td>
<td>13</td>
</tr>
<tr>
<td>REMOVE AND DISPOSE OF TREES</td>
<td>EA.</td>
<td>1</td>
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<td>SUPERPAVE HMA SP3, 1/2” GRADATION, PG58-34, 3” DEPTH S.Y.</td>
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<td>13</td>
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<td>8” OF 6” TO 8” COMPACTED ANGULAR COBBLE</td>
<td>CY.</td>
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<td>4” OF 2” CRUSHED AGGREGATE (TYPE II)</td>
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<tr>
<td>2” OF 2” CRUSHED AGGREGATE (TYPE VI)</td>
<td>CY.</td>
<td>13</td>
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<tr>
<td>8” OF 6” TO 8” COMPACTED STRUCTURAL BACKFILL</td>
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<td>13</td>
</tr>
<tr>
<td>REPAIR PARK IRRIGATION SYSTEM (BY CITY OF HAILEY) L.F.</td>
<td>L.F.</td>
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<td>CONCRETE CHANNEL DETAIL</td>
<td>L.F.</td>
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<tr>
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<td>CY.</td>
<td>13</td>
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PREPARED FOR CITY OF HAILEY

CONSTRUCT CONVEYANCE DITCH #1
SEE DETAIL #1, SHEET C1
AND PROFILE #1, THIS SHEET

INSTALL WINGWALLS. SEE
DETAIL #5, SHEET C1

CONSTRUCT ASPHALT REPAIR
MATCH EXISTING LAYERS
AND MATERIALS

CONSTRUCT GRAVEL
PARKING AREA
SEE DETAIL #4, SHEET C1

REPAIR IRRIGATION SYSTEM
IN DISTURBED AREAS
(BY CITY OF HAILEY)

CITY WILL PROVIDE TRAFFIC CONTROL AS NEEDED

BID ADDENDUM 1 (REALIGN DITCH AT PARK PAVILION [ADD PARKING])
BID ADDENDUM 1 (REDESIGN CONCRETE CHANNEL)

--8--
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/29/2018   DEPARTMENT: Legal   DEPT. HEAD SIGNATURE: CPS

SUBJECT: Motion to approve Resolution 2018-121 - authorizing Mayor’s signature on a letter confirming access, in accordance with the Real Estate Purchase and Sale Agreement dated September 1, 1998 to Eccles Flying Hat Ranch across portions of Aviation Drive and Airport Way located on Friedman Memorial Airport Property.

AUTHORITY: x ID Code 50-301 □ IAR □ City Ordinance/Code HMC
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

It came to the attention of the City Attorney that representatives of the owners of Flying Hat Ranch are requesting the City issue a letter confirming access to Eccles Flying Hat Ranch across portions of Aviation Drive and Airport Way located on Friedman Memorial Airport Property in the City of Hailey. On or about September 1, 1998 the City of Hailey and Spencer Eccles entered into a Real Estate Purchase and Sale Agreement (PSA) whereby the City purchased, and Eccles sold 40.6 acres of the Flying Hat Ranch abutting the southern boundary of Friedman Memorial Airport to facilitate runway relocation. Paragraph 6 of said PSA reserved to Eccles access to the property, upon an extension of Airport Way, as a public Street.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
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<th>Budget Line Item #</th>
<th>YTD Line Item Balance $</th>
<th>Estimated Hours Spent to Date</th>
<th>Estimated Completion Date</th>
<th>Staff Contact</th>
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ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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<thead>
<tr>
<th></th>
<th>City Attorney</th>
<th>Clerk / Finance Director</th>
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<td>x Planning</td>
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<td>Safety Committee</td>
<td>P &amp; Z Commission</td>
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<td></td>
<td>Streets</td>
<td>Public Works, Parks</td>
<td>x Mayor</td>
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</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2018-121 - authorizing Mayor’s signature on a letter confirming access, in accordance with the Real Estate Purchase and Sale Agreement dated September 1, 1998, to Eccles Flying Hat Ranch across portions of Aviation Drive and Airport Way located on Friedman Memorial Airport Property.

FOLLOW-UP REMARKS:
CITY OF HAILEY
RESOLUTION NO. 2018-127

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE MAYOR’S SIGNATURE ON A LETTER CONFIRMING ACCESS TO ECCLES FLYING HAT RANCH ACROSS AVIATION DRIVE AND AIRPORT WAY IN ACCORDANCE WITH THE SEPTEMBER 1, 1998 PURCHASE AND SALE AGREEMENT.

WHEREAS, on or about September 1, 1998 the City of Hailey and Spencer Eccles entered into a Real Estate Purchase and Sale Agreement (PSA) whereby the City purchased, and Eccles sold 40.6 acres of the Flying Hat Ranch abutting the southern boundary of Friedman Memorial Airport to facilitate runway relocation, and

WHEREAS, Paragraph 6 of said PSA reserved to Eccles access to the ranch upon an extension of Airport Way, as a public Street, and

WHEREAS, the owners of Flying Hat Ranch desire the City to confirm access as specified in the PSA.

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

Passed this 29th day of October, 2018.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
Eccles Flying Hat Ranch, LLC
C. Hope Eccles, Manager
PO Box 3028
Salt Lake City, UT 84110
c/o: Mark Reinemann (via email thebrokerage@cox.net)

October ___, 2018

RE: Public Road Access Over Airport Way

Dear Ms. Eccles:

This letter confirms public road access, in accordance with the Real Estate Purchase and Sale Agreement dated September 1, 1998, over those portions of Aviation Drive and Airport Way located on Friedman Memorial Airport Property in Hailey, ID to the presently existing entry gate marked A24 (as identified by on Exhibit A) to access the remaining 3.09 acres of Light Industrial (L-I) zoned lands, on the Eccles Flying Hat Ranch.

Friedman Memorial Airport Authority
City of Hailey, Idaho

__________________________
Jacob Greenberg, Vice Chair

__________________________
Fritz X. Haemmerle, Mayor

Cc: Evan Robertson, Esq.
    Christopher Simms, Esq.
    James Laski, Esq.
REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 1 day of September, 1998, by and between SPENCER F. ECCLES, (hereinafter referred to as "Seller"), and THE CITY OF HAILEY, IDAHO, and BLAINE COUNTY, IDAHO, (hereinafter collectively referred to as "Purchasers") and whose address, for purposes of this agreement and any related deeds or documents, shall be c/o City of Hailey, 115 South Main Street, P. O. Box 945, Hailey, Idaho 83333:

RECITALS:

A. Seller is the owner of the real property situated in Blaine County, Idaho, commonly known and referred to as the "Flying Hat Ranch", which abuts the southern boundary of the Friedman Memorial Airport.

B. The Purchasers, as sponsors of the Friedman Memorial Airport, desire to acquire approximately 40.06 acres of the Flying Hat Ranch, for the purpose of relocating the existing fixed base operation facilities to the west side of the runway, and to facilitate the relocation of the runway and related facilities approximately three hundred fifty (350) feet south of their present location.

C. Both the City of Hailey and Blaine County, as political subdivisions of the State of Idaho, are imbued with the power of eminent domain pursuant to the provisions of the Constitution and laws of the State of Idaho.

D. Seller was informed by the Purchasers of their intent to acquire the above-referenced 40.06 acres through condemnation, if necessary, when negotiations commenced on or about January 5, 1993, at a meeting of the Blaine County Airport Commission (also known as the Friedman Memorial Airport Commission).

E. Negotiations culminating in the Real Estate Purchase and Sale Agreement have, since their inception, been conducted under the clear and imminent threat of condemnation proceedings, the Seller having been informed of that fact on several occasions from and after January 5, 1993.

F. In addition to the acquisition of said 40.06 acres, the parties have further reached an understanding with respect to compensation for damages which will accrue to the existing irrigation system on the Flying Hat Ranch, and the need for vehicular access to certain industrial-zoned real property to be retained by the Seller.

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Contingency. This Real Estate Purchase and Sale Agreement, and the obligations of the Purchasers hereunder, is expressly contingent upon the Purchasers obtaining from the
United States Federal Aviation Administration and/or the Friedman Memorial Airport Authority, by October 31, 1998, funds in an amount not less than the total purchase price set forth in paragraph 3 hereinbelow, with accompanying authority to expend said funds in payment of said purchase price.

2. **Property.** Seller hereby agrees to sell and convey, by good and sufficient warranty deed, and the Purchasers hereby agree to purchase of and from the Seller, according to the terms and conditions hereinafter set forth, fee simple title to approximately 40.06 acres of real property situated in Blaine County, Idaho, more particularly described on Exhibit "A" hereto, which property is hereinafter referred to as the "Subject Property".

3. **Price and Payments.** The agreed upon purchase price for the Subject Property shall be Four Million Three Hundred Thousand and No/400 Dollars ($4,300,000.00), payable at closing, by certified check, cashier's check or wire transfer.

4. **Eminent Domain.** Purchasers hereby represent and acknowledge that the Subject Property is being sold under the threat of condemnation, and that their agents first communicated to the Seller on or about the 5th day of January, 1993, that their condemnation authority would be exercised to acquire the Subject Property if a mutually acceptable acquisition could not be negotiated between the parties. Further, Purchasers acknowledge that the Seller reasonably relied on the threat or imminence of involuntary requisition or condemnation in participating in the negotiations which have resulted in this Real Estate Purchase and Sale Agreement, and the herein contemplated sale of the Subject Property.

5. **Irrigation System.** The irrigation system for the Flying Hat Ranch is an integrated system, a portion of the water supply and distribution facilities for which are located on the Subject Property. Upon the closing of the sale herein contemplated, substantial relocation and modification of certain components of the irrigation system will be required, and disruption to the agricultural activities on the remainder of the Flying Hat Ranch will occur, the precise extent, nature and value of which cannot ascertain with precision. Consequently, in full payment and satisfaction of all direct and consequential damages which may be occasioned to the irrigation system for the Flying Hat Ranch, and all interruptions, losses and damages which may be visited upon the agricultural crops and activities on said ranch, the Purchasers shall pay to the Seller, at closing, liquidated damages in the amount of Two Hundred Thirty Five Thousand and No/100 Dollars ($235,000.00), which sum shall be in addition to the purchase price set forth in paragraph 2 hereinabove. Notwithstanding the foregoing, it is understood and agreed that the sale herein contemplated will necessitate the Seller developing a replacement irrigation well on retained portions of the Flying Hat Ranch, and the above-specified compensatory sum of Two Hundred Thirty-five Thousand Dollars ($235,000) contemplates that said well will be as productive as the existing well situated on the Subject Property. If, at a reasonable depth, the new well is not capable of such production the Purchasers will, in good faith, negotiate to pay Seller additional sums, after closing, as may be reasonably necessary to augment production of the new well or to supplement its supply with an additional well or wells.

Further, as the sale of the Subject Property may necessitate relocation of the
irrigation ditches delivering Big Wood River surface water to the Flying Hat Ranch, Purchasers shall support Seller's application for a change in the point of diversion and delivery of said water from the Hiawatha Canal to the Cove Canal.

After closing, Seller shall be entitled to access and use the irrigation facilities located on the Subject Property for the remainder of the current crop year, and thereafter for the purpose of relocating said facilities. All such access after closing shall be coordinated with the manager of the Friedman Memorial Airport. Seller shall be entitled to salvage any irrigation system components which, at the time of closing, are situated on the Subject Property.

6. **Access to Remaining Industrial Property.** Adjoining the Subject Property is an area of the Flying Hat Ranch consisting of approximately 3.09 acres which is currently zoned L-1 (Light Industrial) by Blaine County. In calculating the value of the Subject Property for this Real Estate Purchase and Sale Agreement, said 3.09 acres was assumed to be a viable industrial development site, which assumption is predicated on access from a planned extension of Airport Way, as a public street, to the southern boundary of the Subject Property. Consequently, the Purchasers will use their best efforts to complete said street extension within the time presently planned for in the approved Friedman Memorial Airport Master Plan (i.e. year 2000), but in no event shall such extension be completed later than the establishment of the fixed base operation facilities on the Subject Property.

7. **Relocation of Runway.** The herein agreed upon purchase price includes all severance and other damages to those portions of the Flying Hat Ranch being retained by the Seller which may result from the relocation of the Friedman Memorial Airport runways approximately three hundred fifty (350) feet to the south.

8. **Agricultural Crops.** The parties agree that if, at the time of closing, current agricultural crops remain on the Subject Property, the Seller shall be entitled, at his sole cost and expense, to continue farming said crops to maturity, and to thereafter harvest the same. All such crops, and the profits derived therefrom, shall remain the sole property of the Seller. Notwithstanding the foregoing, all such farming activities shall be concluded no later than November 15, 1998, or the closing date, whichever date is later.

9. **Water Rights.** All water rights appurtenant to the Subject Property shall be retained by the Seller, and shall be expressly excepted from Seller's warranty deed to the Purchasers.

10. **Seller's Disclaimer.** Seller makes no representations or warranties as to the number of acres herein sold to the Purchasers, the condition of the Subject Property, the presence or absence of any hazardous or toxic substances thereon or thereunder, or its suitability for any purpose intended by the Purchasers. The Purchasers having inspected the Subject Property, and know the condition thereof, and are purchasing upon their own judgment, and not by reason of anything said or done by the Seller, or his agents or representatives.

11. **Title.** Seller warrants that on the closing date hereinafter set forth, he will have
good title to the Subject Property, subject only to taxes and assessments for the current year, which will be prorated as of the date of closing, and reservations and easements which are of record or are apparent. Title shall be conveyed by warranty deed, the grantees in which shall be as specified by the Purchasers.

12. Closing. The sale herein contemplated shall be closed at Sawtooth Title Company, Ketchum, Idaho, on the 31st day of October, 1998, or at such other time or place as may be mutually agreed upon by the parties. All closing agent fees shall be paid by Purchasers.

13. Title Insurance. The Seller shall be obligated to provide title insurance to the Purchasers, at Purchasers' cost. The title insurance policy shall be in the amount of the purchase price and shall show marketable and insurable title in Seller subject to reservations and easements which are of record or are apparent.

14. Assignment. The Purchasers may not assign any of their rights hereunder, or any right, title or interest in or to the Subject Property, prior to the closing of the sale herein contemplated. The Purchasers may, however, designate the percentage of undivided interest to be conveyed by the Seller to the City of Hailey and Blaine County at closing.

15. Fees and Costs. In the event of litigation between the parties concerning this agreement, the prevailing party shall be entitled, in addition to all other remedies available, to recover costs and fees reasonably incurred, including attorneys' fees.

16. Merger. The provisions of this agreement shall survive delivery and recordation of the warranty deed hereinabove mentioned, and shall remain in full force and effect until fully performed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"SELLER"

[Signature]

SPENCER P. ECCLES

REAL ESTATE PURCHASE AND SALE AGREEMENT - 4
"PURCHASERS"

THE CITY OF HAILEY, IDAHO

BY: Brad Gremm Mayor

ATTEST:

Heather Dawson City Clerk

BLAINE COUNTY, IDAHO
BOARD OF COUNTY COMMISSIONERS

BY: Leonard Haug Chairman

ATTEST:

Mary Green County Clerk

STATE OF IDAHO UTAH )
County of Salt Lake )

On the 1st day of September, 1998 before me, a Notary Public, in and for said County and State, personally appeared SPENCER P. ECCLES, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC
EILEN M. HANSEN
79 S. Main 10th Fl.
S.L.C. UT 84111
COMMISSION EXPIRES
JULY 7, 2001
STATE OF UTAH

REAL ESTATE PURCHASE AND SALE AGREEMENT - 5
STATE OF IDAHO
County of Blaine

On this 24th day of September 1998, before me, a Notary Public, in and for said County and State, personally appeared [Name Redacted] and [Name Redacted], known or identified to me to be the Mayor and City Clerk, respectively, of the CITY OF HAILEY, IDAHO, the municipal corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for Idaho
Raising at: [Address]
My commission expires: 04/01

STATE OF IDAHO
County of Blaine

On this 2nd day of September 1998, before me, a Notary Public, in and for said County and State, personally appeared [Name Redacted] and [Name Redacted], known or identified to me to be the Chairman and County Clerk, respectively, of BLAINE COUNTY, IDAHO, the municipal corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for Idaho
Residing at: [Address]
My commission expires: 07/22/2000

REAL ESTATE PURCHASE AND SALE AGREEMENT - 6
ORDER NO. 22890  
LEGAL DESCRIPTION

EXHIBIT A

TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

A parcel of land located within the SE 1/4 of Section 16, the NE 1/4 of Section 22 and the NW 1/4 of Section 23, more particularly described as follows:

COMMENCING at a brass cap marking the N 1/4 corner of said Section 16; thence
S. 60° 05' 47" E., 820.62 feet to a 1981 aluminum cap marking the S 1/4 corner of said
Section 16; thence
N. 00° 05' 47" E., 321.40 feet to the Southeast corner of Lot 1, Block 1, Broadford Highlands
Subdivision No. 1, as recorded in Blaine County, Idaho, and the TRUE POINT OF BEGINNING;
thence
N. 00° 05' 47" E., 241.66 feet to a 5/8 inch rebar marking the Northwest corner of the Flying
Hat Ranch, as shown on the Record of Survey recorded under Instrument No. 380345,
records of Blaine County, Idaho; thence along the boundary of said Flying Hat Ranch the
following 11 courses; thence
N. 89° 16' 14" E., 923.47 feet to a 5/8 inch rebar; thence
S. 35° 15' 35" E., 1608.03 feet; thence
N. 54° 44' 23" E., 314.99 feet; thence
S. 35° 15' 35" E., 176.50 feet; thence
S. 56° 38' 36" E., 170.60 feet; thence,
S. 57° 13' 36" E., 281.37 feet; thence
S. 35° 52' 38" E., 124.74 feet; thence
S. 47° 04' 38" E., 148.12 feet; thence
S. 49° 10' 39" E., 110.76 feet; thence
S. 57° 49' 39" E., 182.39 feet to the Southwesterly boundary of Highway 75; thence
S. 35° 14' 56" E., 327.12 feet along the Southwesterly boundary of Highway 75; thence
leaving the boundary of Flying Hat Ranch S. 54° 44' 55" W., 724.46 feet; thence
N. 35° 16' 05" W., 1798.18 feet; thence
S. 54° 44' 55" W., 402.00 feet; thence
N. 35° 16' 05" W., 1324.36 feet; thence
S. 89° 16' 14" W., 453.39 feet to the TRUE POINT OF BEGINNING.

EXHIBITA
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/29/2018    DEPARTMENT: Admin    DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2018-128, authorizing a release to Easzy Landscaping, Ohio Security Insurance Company and all other persons related to a claim for property damage to Hailey City property at 430 Robinhood Drive, in exchange for payment in full to the City of $2,835.00

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey billed $2,835 for our resources spent repairing an attempted drywell installation done last spring by the owner or representative of 430 Robinhood Drive. The installation was attempted without an encroachment permit, and problems developed due to high groundwater in May. The homeowner assigned the cost of the City’s assistance to his landscape company, and the landscape company’s insurance will settle with a payment in full following a release

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Finance</th>
<th>Licensing</th>
<th>Administrator</th>
<th>Library</th>
<th>Community Development</th>
<th>P&amp;Z Commission</th>
<th>Building</th>
<th>Police</th>
<th>Fire Department</th>
<th>Engineer</th>
<th>W/WW</th>
<th>Streets</th>
<th>Parks</th>
<th>Public Works</th>
<th>Mayor</th>
</tr>
</thead>
</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2018-128, authorizing a release to Easzy Landscaping, Ohio Security Insurance Company and all other persons related to a claim for property damage to Hailey City property at 430 Robinhood Drive, in exchange for payment in full to the City of $2,835.00

ACTION OF THE CITY COUNCIL:

Date __________________________

City Clerk _______________________

FOLLOW-UP:

--24--
CITY OF HAILEY
RESOLUTION NO. 2018-128

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A PROPERTY DAMAGE RELEASE TO
EASZY LANDSCAPING AND OHIO SECURITY INSURANCE COMPANY FOR
PAYMENT IN FULL FOR CITY LABOR AND EQUIPMENT TO REPAIR CITY
INFRASTRUCTURE AT 430 ROBINHOOD DRIVE IN THE AMOUNT OF $2835.00.

WHEREAS, the City of Hailey desires to release Easzy Landscaping and Ohio Security
Insurance Company in exchange for full payment of City labor and equipment used to repair city
infrastructure at 430 Robinhood Drive.

WHEREAS, Ohio Security Insurance Company, dba Liberty Mutual Insurance, will submit
payment of $2835 to the City of Hailey in exchange for this Release.

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

Passed this 29th day of October, 2018.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
Claim Number: 23460749

PROPERTY DAMAGE RELEASE

For the sole consideration of: Two Thousand Eight Hundred Thirty Five and 00/100 Dollars ($ 2835.00 ) the undersigned hereby releases and forever discharges Easzy Landscaping, Ohio Security Insurance Company and all other persons, firms and corporations from all claims and demands, and rights and causes of action of any kind undersigned now has or hereafter may have on account of or in any arising out of property damage resulting or to result from an occurrence which happened on or about May 01, 2018 (05/01/2018) and do hereby covenant to indemnify and save harmless the said party or parties from and against all claims and demands whatsoever on account of or in any way arising out of said occurrence or its results to property. This release expresses a full and complete SETTLEMENT of a liability claimed and denied, regardless of the adequacy of the above consideration, and the acceptance of this release shall not operate as an admission of liability on the part of anyone nor as an estoppel, waiver or bar with respect to any claim the party or parties release may have against the undersigned. Witness my hand seal.

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete or misleading information is guilty of a felony.

YOU ARE MAKING A FINAL SETTLEMENT.
THIS IS A RELEASE: READ BEFORE SIGNING.

Please have your signature notarized or verified by a witness.

Signed, sealed and delivered this ___ day of __________, 2018.

Claimant:

__________________________  X ______________________
Printed Name              Signature

Witness:

__________________________  X ______________________
Printed Name              Signature
State of __________________, County of __________________

Subscribed and sworn to before me this ___ day of __________, 2018.

________________________
Notary Public
# INVOICE

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</table>

2,835.00

TOTAL AMOUNT DUE

THANK YOU FOR YOUR PROMPT PAYMENT
For Billing Inquiries Call: (208) 788-4221
Office Hours: 9:00 a.m. - 5:00 p.m.
Monday thru Friday
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/26/2018*    DEPARTMENT: Community Development    DEPT. HEAD SIGNATURE: LH

SUBJECT:
Motion to approve special event, Hailey Turkey Trot 5K Run & Walk with start/finish to be held on Carbonate Street, with route to commence through Draper Preserve and Della View Subdivision (Thursday, November 22, 2018 from 9:00 a.m. to 12:00 p.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Caselle #
Budget Line Item #____________________ YTD Line Item Balance $________
Estimated Hours Spent to Date: ____________________________
Staff Contact: ____________________________ Phone #: __________________
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, Hailey Turkey Trot 5K Run & Walk, with start/finish to be held on Carbonate Street, with route to commence through Draper Preserve and Della View Subdivision (Thursday, November 22, 2018 from 9:00 a.m. to 12:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator ___________ Dept. Head in Attendance at Meeting (circle one) Yes  No

ACTION OF THE CITY COUNCIL:
Date ________________

City Clerk ____________________________

FOLLOW-UP:
*Ord./Res./Agmt. /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 the Turkey Trot 5K Run & Walk, 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 26th day of November 2018.

CITY OF HAILEY

By: __________________________

Fritz Haemmerle, its Mayor

ATTEST:

______________________________

Mary Cone, City Clerk
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for Turkey Trot 5K Run & Walk, with start/finish to be held on Carbonate Street, with route to commence through Draper Preserve and Dell' View Subdivision (Thursday, November 22, 2018, from 9:00 a.m. to 12:00 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

20th IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 20th day of November 2018.

October

APPLICANT:

By: ________________________________

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

CITY OF HAILEY:

By: ________________________________

Fritz Haemmerle, its Mayor

ATTEST:

______________________________

Mary Cone, its City Clerk

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

SPECIAL EVENT PERMIT

2
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: TURKEY TROT

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

See Course Map

I. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
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<tbody>
<tr>
<td>11-22-2018</td>
<td>Start Time: 9:00am</td>
<td>End Time: 12 pm noon</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of Set-up/Tear-down</th>
<th>Hours</th>
<th>Estimated # Staff</th>
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<tbody>
<tr>
<td>11-22-2018</td>
<td>Start Time: 6:00 am</td>
<td>End Time: 1:00 pm</td>
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</table>

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.

☑ Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% ☐ $125.00

TOTAL DUE $125.00

III. ORGANIZATION INFORMATION

Sponsoring Organization: The Chamber - Hailey Wood River Valley

Applicant’s Name: Mary Austin Crofts Title: Executive Director

Address: PO Box 100 City: Hailey State: ID Zip: 83333
Telephone Home: 208-788-3484 Mobile: FAX:

Applicant Driver’s License #: Email:

IV. EVENT INFORMATION

New Event: Yes ☑ No ☐ Annual Event: Yes ☑ No ☐ Years Operating 8

Event Category: ☐ Commercial ☒ Noncommercial

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

Description of Event: 5k Fun Run and Walk for Thanksgiving

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: ____________________________ Agent Name: ____________________________ Phone: ____________________________

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.)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
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<tr>
<td>X</td>
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<td>Street Closures &amp; Access / Parade (if yes)</td>
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<td>• Street Closure for Special Event Application and detailed map listing areas of closure are required. An ITD permit and separate City form is required for Main Street Closures.</td>
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<td>• Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
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<td></td>
<td>X</td>
<td>Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -</td>
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<td>Food/Beverages (Caterers) Please List:</td>
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<td></td>
<td>X</td>
<td>Booths: Profit / Non-Profit</td>
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<td>Vendors (Items sold/ Solicitation) Please list:</td>
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<td>Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes</td>
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<td>Signs or Banners *A separate application and fee are required for street banners. Sub Hired/Approved</td>
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<td>X</td>
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<td>Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size &amp; type.</td>
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<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
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<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
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Community Development/ Forms Updated: 11/09/2016
<table>
<thead>
<tr>
<th>Applicant will be charged $35/hr. for EMS Standby.</th>
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<tbody>
<tr>
<td>Amplified Sound— (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</td>
</tr>
<tr>
<td>Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td><strong>Overnight Camping</strong> Please see City for designated areas.</td>
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<tr>
<td><strong>Lighting:</strong> please attach plan if applicable.</td>
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<tr>
<td>Water: Drinking / Washing</td>
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<tr>
<td><strong>Overnight Camping</strong> Please see City for designated areas.</td>
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<tr>
<td>Open flame or flame producing devices</td>
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<tr>
<td><strong>Gray Water Barrel / Grease Barrel</strong></td>
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<tr>
<td>Open flame or flame producing devices</td>
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<tr>
<td>Stages: (Number and Size(s))</td>
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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: 10-19-18
THURSDAY, NOVEMBER 22
10:00 A.M.
Start & Finish
at Carbonate & Main
(In Front of Sturtos)

The Chamber
presents

TURKEY TROT
5K Fun Run & Walk

Map by E. B. Phillips

SPONSORS

JYTTÉ

BCT

Mountain West Bank
CERTIFICATE OF LIABILITY INSURANCE

DATE [MM/DD/YYYY]: 10/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Bisnett Insurance
631 2nd St E, STE C103
PO Box 5567
Ketchum
ID 83340

INSURED
The Chamber Hailey Wood River Valley
PO Box 100
Hailey
ID 83333

INSURER(S) AFFORDING COVERAGE
INSURER A: Philadelphia Insurance Comp

COVERAGES
CERTIFICATE NUMBER: CL18102209123

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.

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<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>INSURED</th>
<th>WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>A</td>
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<td>PHPK1791552</td>
<td>05/01/2018-05/01/2019</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (Exceded) : $50,000</td>
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<td>MED EXP (Any one person): $5,000</td>
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<td>PERSONAL &amp; ADV. INJURY: $1,000,000</td>
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<td>GENERAL AGGREGATE LIMIT: $2,000,000</td>
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<td>PRODUCTS - COM/MGR: $1,000,000</td>
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AUTOMOBILE LIABILITY

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<th>ANY AUTO</th>
<th>OWNED AUTOS ONLY</th>
<th>SCHEDULED AUTOS</th>
<th>NON-OWNED AUTOS</th>
<th>EXCESS LIABILITY</th>
<th>OLYNO, OCCUR</th>
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<th>CLAIMS-MADE</th>
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

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<tr>
<th>ANY PROP/PTN/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED?</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td></td>
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</tbody>
</table>

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

Turkey Trot 11/22/18

CERTIFICATE HOLDER

City of Hailey
115 South Main Street
Hailey
ID 83333

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Betty Urbany

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/29/2018  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT:
New Alcohol Beverage License

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Tundra LLC and El Toro applied for Beer by Drink and Wine by Drink Alcohol License.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following Alcohol Beverage License contingent upon approval of HPD and applicant submittal of State and County licenses.

Camilia’s

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 #:  

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ALCOHOL BEVERAGE LICENSE APPLICATION
CITY OF HAILEY

APPLICATION FOR:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>$562.50</td>
</tr>
<tr>
<td>Wine by the Drink</td>
<td>$200.00</td>
</tr>
<tr>
<td>Beer by the Drink</td>
<td>$200.00</td>
</tr>
<tr>
<td>Grocery Sale of Wine</td>
<td>$200.00</td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

 APPLICATION IS:

☑️ New License
☐ Renewal

 TOTAL DUE: $400.00

Applicant Name: Camila's Restaurant LLC

Business Name: Camila's Restaurant LLC

Business Physical Address: 103 S Main St Unit B

Business Mailing Address: 745 N Main St, Ste F, Bellevue, ID 83313

Business Phone Number: (208) 928-6094

Property Owner (if different from applicant): 123 LLC

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

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

Applicant Signature: [Signature]

Date: 10/24/2018

Subscribed and sworn to before me this
24 day of October, 2016

City Clerk or Designee: [Signature]

Official Use Only
State License No. ______________________
County License No. ______________________
City License No. 1596
Date Approved by Council ______________________

Chief of Police

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

15/03/Alcohol Beverage License (7/09/14)

--40--
CITY OF HAILEY
Alcohol Beverage License

Camila's Restaurant LLC

DBA
Camila's Restaurant LLC
at
103 S Main St Suite B
for
Beer by Drink
Wine by Drink

This license is valid through August 31, 2019
License No. 1589

City Clerk

Mayor

Issue Date
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/29/18 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on October 22, 2018 and to suspend reading of them.

AUTHORITY: □ ID Code 74-205 □ IAR _________ □ City Ordinance/Code ______

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # ____________ YTD Line Item Balance $____________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:
MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD OCTOBER 22, 2018
IN THE HAILEY TOWN CENTER MEETING ROOM

The Meeting of the Hailey City Council was called to order at 5:28 p.m. by Mayor Fritz Haemmerle. Present were Council members, Kaz Thea, Pat Cooley, and Martha Burke. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:28:37 PM Call to order by Mayor Haemmerle

5:29:02 PM Burke moves to approve amended agenda adding items CA 147 and NB 428, seconded by Cooley, motion passed with roll call vote. Thea, yes. Cooley, yes. Burke, yes.

Open Session for Public Comments:

5:29:36 PM Tim Egan Hailey resident, posed a question about the Hailey URA. He manages the Meriwether building, and he was wondering, if Hailey can you change the URA area to repair or replace the sidewalks along 1st Ave. Egan suggests to include areas in the city where landlords can afford to replace sidewalks.

CONSENT AGENDA:

CA 427 Motion to adopt Resolution 2018-126, authorizing a contract with IDWR to lease water rights to the water supply bank contract 851, for Northridge water rights 37-22773, 37-22774, 37-22775, 37-22776 and Old Cutters water rights nos. 37-22311, 37-22316, AND 37-22321 ACTION ITEM

CA 398 Motion to adopt Resolution 2018-113, ratifying the mayor’s signature on a grant application to the Seagraves Family Foundation, seeking $64,492 in funding for renovation of the Hop Porter Park play structure ACTION ITEM

CA 399 Motion to approve grant application to FEMA requesting $753,572 under the Assistance to Firefighters Grant program. The total cost of project is $791,250 includes a 5% city match of $37,678 ACTION ITEM

CA 400 Motion to approve grant application to FEMA requesting $46,048 under the Assistance to Firefighter Grant (AFG) Micro Grant program for firefighter SCBA fit testing, hydraulic tools and communications equipment. The total cost of project is $48,350 includes a 5% city match of $2,302 ACTION ITEM

CA 401 Motion to approve a grant application to The Bureau of Land Management requesting wildland fire gear and equipment under the Bureau of Land Management 2018 Rural Fire Readiness Direct Transfer Request program ACTION ITEM

CA 402 Motion to adopt Resolution 2018-114, authorizing Pay Estimate No. 1 in the amount of $30,036.34, for work completed on the Balmoral Park Basketball Court Improvements ACTION ITEM

CA 403 Motion to adopt Resolution 2018-115, ratifying the mayor’s signature on Change Order No. 2 with Skyline, to extend the final completion date to November 16, 2018, on the Water System Pressure Reducing Station project ACTION ITEM

CA 404 Motion to adopt Resolution 2018-116, authorizing Pay Estimate No. 3 in the amount of $83,718.23, for work completed on the Pathways for People – Croy St. and 2nd Ave. project ACTION ITEM

CA 405 Motion to approve Resolution 2018-117, authorizing contract for services with the Chamber of Hailey and the Wood River Valley for visitor information, events promotion, downtown beautification and Hailey Ice, Inc.; contract amount of $67,500 plus a $10,000 allocation for Hailey Ice. ACTION ITEM

CA 406 Motion to approve Resolution 2018-118, authorizing lease agreement with the Chamber of Hailey and the Wood River Valley for use of the Welcome Center for $1/year. ACTION ITEM
CA 407 Motion to approve Resolution 2018-119, authorizing contract for services with Mountain Rides Transportation Authority for bus and van services under Hailey's annual contribution of $78,750. ACTION ITEM

CA 408 Motion to approve Resolution 2018-120, authorizing contract for services with Wood River GIS Services for Geographic Information Services (GIS) mapping services; contract amount not to exceed $11,000. ACTION ITEM

CA 409 Motion to adopt Resolution 2018-121, authorizing an agreement with SPF Water Engineering in the amount of $5,150, to prepare a water model for the pending 211 Ranch annexation ACTION ITEM

CA 410 Motion to adopt Resolution 2018-122, authorizing a lease agreement with Western States Cat in the amount of $21,132.37 per year, to replace an expiring lease agreement ACTION ITEM

CA 411 Motion to approve Resolution 2018-123, authorizing the City Clerk to direct Sterling Codifiers to recodify Ordinance No. 1238 as Hailey Code Chapter 17.04R ACTION ITEM

CA 412 Motion to approve Resolution 2018-124, authorizing lease agreement with Pitney Bowes for a 5-year lease on a refurbished DM400 Postage meter and scale and authorize the Mayor to sign ACTION ITEM

CA 413 Motion to approve Resolution 2018-125 to declare surplus property ACTION ITEM

CA 414 Motion to approve new alcohol license for Tundra and El Toro restaurants ACTION ITEM

CA 415 Motion to approve minutes of October 1, 2018 and to suspend reading of them ACTION ITEM

CA 416 Motion to ratify claims for expenses paid in October 2018 ACTION ITEM

CA 417 Motion to approve claims for expenses incurred during the month of September, 2018, and claims for expenses due by contract in October, 2018 ACTION ITEM

CA 418 Motion to approve Treasurer’s reports for the month of September, 2018 ACTION ITEM


APPOINTMENTS AND AWARDS:

AA 420 Appointment to Hailey City Council to replace Colleen Teevin. no documents

5:32:11 PM Mayor Haemmerle announced that he has interviewed 11 candidates for Colleen Teevin’s replacement, but he is not prepared to announce a selection today, it will be forthcoming.

PROCLAMATIONS AND PRESENTATIONS:

PP 419 Presentation by the Chamber of Hailey and the Wood River Valley no documents

5:32:59 PM Mary Austin Crofts presents from the Chamber of Commerce. Croft presents successes and challenges at the Chamber. They have a great Board of Directors at the Chamber. Crofts reviews the Chamber visitor services, emails, phone calls website visits. Last year they printed a Discover Hailey and the Wood River Valley guide, the winter issue was handed out to

HAILEY CITY COUNCIL MINUTES
October 22, 2018

--45--
council tonight. Membership, Hailey city memberships is the largest group with revenue $265,447 expenses $261,559, with balance of 3,888. The Chamber holds events, Wake-up with Hailey and Business After Hours as well as business openings. Chamber event partnerships include ArborFest, fiddlers championship, 5b father’s day bash event (and chili cook-off) and 4th of July parade and related events. Chamber helped with this year’s Wood River Artists Studio tour, and did most of their advertising. Another event, 1st annual Hispanic Heritage festival this year. For this year’s budget, the City gave the Chamber an additional $10,000 to pass through to Hailey Ice, Crofts will be working with Hailey Ice to get them their funding. Trailing of the Sheep event is this weekend and Halloween Hoopla is from 3-5 pm on 10/31.

Save the date Nov. 6th wake up, at St. Luke’s. 5:44:27 PM

PUBLIC HEARINGS:

PH 421 Consideration of the Pathways for People – Myrtle St. Connector Final Design from Galena Engineering ACTION ITEM

5:45:25 PM Brian Yeager presents. The only difference in what you see tonight is the wall design on the East side of the path, with minor tweaks in drainage. Now it is 2 smaller walls, not 1 large wall, and a tremendous cost difference, because there is less excavation needed. The wall change saved money, project is still over what we budgeted. 5:48:42 PM $152,000 over budget. Jeff Loomis with Galena Engineering is here to answer any questions.

5:49:10 PM Haemmerle asks, part is paid for by a grant. Yeager replies, correct $499,000 will be paid for by a grant. Originally we had $500,000 paid for by the grant and $152,000 from Development Impact Fees (DIF). Now, we are going to be using an additional $90,000 from DIF and $16,000 from Pathways for People funds. Haemmerle, are we still over? Yeager, we have it covered from all the funding sources.

No public comments.

5:50:25 PM Thea, what is the timing of the project? Yeager, project bidding next spring and construction in 2019. So the added expense won’t slow us down? Yeager, we have approximately $300,000, Pathways for People levy funding. These are cost estimates, we won’t know true costs until we actually get bids. 5:51:35 PM. We may not have enough to complete the Werthheimer component yet, but we are shooting for that.

5:52:31 PM Heather reads public comments from Ken Lagergren, an email received over the weekend, regarding his drainage concerns, the water runoff creating puddles on the path. Standing water is always a concern. Haemmerle states. 5:53:40 PM Yeager, yes water is always a concern, and shows a series of catch basins letting council know that they are attempting to deal with the water runoff in this design.

5:54:26 PM Jeff Loomis clarifies, asking for council to approve this final design.

No public comments, again.

HAILEY CITY COUNCIL MINUTES
October 22, 2018

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5:55:30 PM Cooley moves to approve the design as presented, seconded by Thea, motion passed with roll call vote. Thea, yes. Cooley, yes. Burke, yes.

NEW BUSINESS:

NB 428 Consideration of a request by Michael Pogue for an emergency moratorium regarding Sober Living Group Homes ACTION ITEM

5:56:13 PM Jim Phillips, attorney representing City of Hailey, moves to staff table and Chris Simms moves to audience for discussion of this item.

5:57:15 PM Haemmerle, email sent on Oct 19 from Mike Pogue has a letter and exhibits a-f. Jerry Mason, entire letter from Jerry Mason has been distributed to council.

5:58:17 PM Mike Pogue represents several neighbors including Chauncey Gardner. Pogue requests a 182-day moratorium on the Sober living facility. Pogue explains that it was a Community Development staff decision to consider this as a single family residence use. P&Z commission, upheld determination of staff decision. But P&Z explained that they have no criteria to evaluate this application or use. 6:01:31 PM Pogue asks, what will be the impact on the community if this starts operating in Hailey? We want time to ask these questions before this use starts. Pogue feels moratorium is appropriate because of these questions.

6:03:45 PM Haemmerle speaks. Pogue replies, haven’t yet made another appeal to city council.

6:04:14 PM 67-6523 Emergency Ordinance and Moratorium, “…governing board finds imminent peril” Haemmerle, you have expressed concerns over this use, but what is the imminent peril? Pogue, 6:04:57 PM operation of these homes will house substance abuse, drug problems, felons, housing for 8 of these folks with supervision. But we don’t know what that supervision will be. 6:06:11 PM Haemmerle we have parolees all over the city, and they are unregulated as well as sex offenders. Pogue, responds, it is not a high burden to ask the city to do this.

6:07:36 PM Haemmerle reads the statute of Single-family dwelling “…a group home for people with disabilities and the elderly.” Pogue responds, it says “…those who are supervised at the facility in connection with their disability or age related…? 6:08:54 PM Haemmerle, you are asking for a moratorium for the group home for those with disabilities and the elderly, so we are picking out these protected classes? Pogue, 2 things, if you think this is too broad, because you have a senior care facility, then we can narrow it without singling out any one class. Cities can give greater scrutiny. 6:09:49 PM.

6:10:31 PM Jim Phillips, attorney speaks. At this point, the administrator has given a decision which was upheld by P&Z, this group by law is defined as a single-family dwelling. They are permitted within the city without any action by city. P&Z hasn’t adopted a written decision on the last meeting. P&Z thought the City Council should look at guidelines, but by the terms of your ordinance, an appeal is a separate matter. 6:13:13 PM There is a request for a moratorium on group residences in the city. This is a broad request. Idaho code calls out the limitations of the city, with regards to a moratorium, imminent peril, must be found. Right now there is no
factual record, no specific facts or information from the people that will operate the facility. Before you can consider adopting a moratorium. And it could be on selected classes. Right now there is no permit that would be issued, since it is (group home) already allowed, hence no permit that you can issue a moratorium on. Another thing to think about, under Idaho law, persons right to zoning, date when a building permit is issued. 2 permits on this house in discussion, even if a moratorium is adopted, this house is grandfathered in as a single-family dwelling. 6:18:16 PM when it comes to housing, Federal Fair Housing act, prohibits discrimination on basis of race, religion, sex or disability. 6:19:01 PM Disability cannot be considered in the adoption of any ordinance, evidence in what to do about this house. This is a step too far. 6:20:08 PM In regards to adopting city ordinances with a Conditional Use Permit (CUP), caveat, fair housing act prohibits blanket prohibition on disabilities. You would have to come up with a process with each applicant. Phillips summarizes, this request violates fair housing. Recommends not adopting a moratorium.

6:22:56 PM Pogue comments, the building is grandfathered in, not the proposed use. Fair housing act, specifically allows the city to adopt ordinances to manage these types of homes. He refers to his handout, Pogue reads, 6:24:40 PM FHA contains exclusions include “....those that otherwise constitute a direct threat....” City can provide a greater restriction within the Fair Housing Act.

Haemmerle asked who submitted the building permit? Horowitz replied the Advocates as the owner of the house.

6:25:45 PM Jim Phillips comments, the exemption of Fair Housing is on individuals found to be a danger, you cannot put a blanket prohibition on people based on their criminal records.

6:27:12 PM Burke, worked with the advocates for 10 years, guidelines for the Advocates, to stay there, go to counselor, don’t steal, meant to move victims back into a normal life.

6:28:18 PM Haemmerle, single-family dwelling. 6:29:18 PM Burke responds. We don’t know how this will be supervised, where will they smoke.
6:31:03 PM An Idaho county was sued for fair housing, Phillips responds, we must be very careful. That was a different use and a larger house.

6:32:54 PM Haemmerle, single-family dwelling, to change a building permit after an application has been made, could put the city at risk. 6:34:17 PM Secondly, we spoke with Jerry Mason at the start of this and his letter is dated Aug 9th, 2018. Haemmerle spoke with Mason about this and he stated that it is really a simple matter, it is considered a single-family dwelling. If you wanted to go down the CUP process, it puts you in great peril with Fair Housing, and you don’t want to go down that path. 6:35:49 PM Burke, we don’t have facts as presented by legal counsel, Phillips.

6:37:12 PM Thea, it seems to her, we need more information. Thea understands the single family definition. Thea doesn’t have enough information to make a decision. She doesn’t disagree with the principal of this idea. There seems to be 67-6532, it feels different than a single family use.

HAILEY CITY COUNCIL MINUTES
October 22, 2018
6:40:04 PM Haemmerle responds, when a permit is issued, you cannot change the criteria after the permit is issued.

6:40:55 PM Burke doesn’t think a moratorium is warranted. 6:41:55 PM Thea asks if we had had an Ordinance, it would have had to align with the Fair Housing Act? Phillips, correct.

6:42:02 PM Phillips responds, you cannot distinguish residential use for disabled people. Phillips has not researched cities that have CUP laws on this topic.

6:45:14 PM Haemmerle just because you have those laws, doesn’t mean you escape discrimination claims. Phillips responds. Even if you adopt laws, you must adopt reasonable accommodations.

6:46:59 PM Cooley speaks, issue before us is a moratorium, I don’t think that it is proven, we don’t want to discriminate, and sees this is another form of discrimination. This sounds expensive and a long process. Burke, if this house is associated with the Advocates, then he believes that is a good thing. Cooley wants to move forward.

6:49:08 PM Haemmerle, what are our options? Phillips, your options are, grant request, deny it, or table it. You have possibility of hearing this as an appeal down the road too.

6:49:51 PM Burke moves to deny the emergency moratorium for Sober Living house with sadness, Cooley seconded, for discussion. Thea, feels our hands are tied and wants more information, Burke, we don’t have a leg to stand on Kaz and therefore we do the right thing and deny the moratorium and we can hope that the people that run this place get it. Haemmerle, as an elected person act on fact and law but you have to act legally as well. Thea, yes. Cooley, yes. Burke, yes.

NB 422 Discussion of Joint Hailey and Wood River Fire Board’s proposed letter to Blaine County Commissioners requesting Blaine Manor Property for a joint fire station. ACTION ITEM

6:52:50 PM Burke presents, hope to get a placeholder on the former site of clinic. It is a logical spot to consider a fire station and ask the Blaine County Commissioners to keep this in mind while they are doing planning for this site.

Thea asks a question about 1st right of refusal. Cooley responds, the County owns the property, a portion of the property they’ve given to ARCH and then there is a remaining portion of that property left to develop. 6:54:21 PM The Joint Fire Board is asking for a 1st right of refusal on the remaining portion of the property for a joint fire station. If BC deems appropriate, then they could give property for the use. Burke, we haven’t made a decision yet on this, but ask for a 1st right of refusal, placeholder from the county. Burke, we wanted your approval. Cooley, the JPA fire board is still evolving, so while we get those items decided, we want this as an option for the future. This was brought up by the fire board chair, Hailey representatives asked for city council’s approval prior for this letter being sent. The county is aware of our funding limitations, Burke adds, as Greenberg knows. This is a letter of interest. Burke wants to sign it.
Thea agrees a letter of interest.

6:58:40 PM Cooley moves to authorize signing and sending of letter, seconded by Burke, Burke yes. Cooley, yes. Thea, yes.

OLD BUSINESS:

OB 423 Discussion of Public Outreach schedule for the Hailey Town Square: meeting schedule and outreach efforts ACTION ITEM

6:59:22 PM Horowitz first will start with top 2 sites in the public forums, with Nov. 7th the first meeting. Proposal in March 2019. Haemmerle, make sure to ask if anyone has a better spot for a town square.

STAFF REPORTS:

7:02:16 PM Jeff Gunter Friday 5:30 at Grange Hall - retirement party for Assistant Chief Dave Stellers.

Dawson announce that The Mint grand opening is the same time as Stellers retirement party and the owners want city representation.

Sun Valley Institute meeting from 2-4 tomorrow, you are all welcome to attend. Dawson provided a handout.

7:03:44 PM Craig Aberbach, thanks for support of JPA fire board letter and grants.

7:04:08 PM Brian Yeager, asking for bids small portion of the Della drainage project. Plan to obliterate the striping for the 1st block of Croy and restripe to 1st ave on Monday next week. Yeager has told the 2 businesses, Cari’s and Jersey Girl that he is working on it, but will tell him what they will be doing Friday.

May have to have a special meeting for the appointment to council seat.

7:05:30 PM Thea, would like to go to Power of Community to Build a Vibrant Economy - 2018 Economic Summit, Oct 30th all day at Sun Valley Resort, sponsored by the Chamber.

Discussion about special meeting date 7:07:06 PM Next Monday special meeting, 10/29 at 5:30 to consider appointment of new city council person. Thea asks about the appointment process. Mayor Haemmerle will hand out a resume to council.

7:10:16 PM Burke moves to adjourn, Cooley seconds, motion passed unanimously.
Return to Agenda
AGENDA ITEM SUMMARY

DATE 10/29/2018   DEPARTMENT: Finance & Records   DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of September 2018 that are set to be paid by contract for October 2018.

AUTHORITY: □ ID Code 50-1017   □ IAR _______   □ City Ordinance/Code ______

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

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

_____ City Attorney   _____ Clerk / Finance Director   _____ Engineer   _____ Mayor

_____ P & Z Commission   _____ Parks & Lands Board   _____ Public Works   _____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:
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<th>GL Period</th>
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</thead>
<tbody>
<tr>
<td>85926</td>
<td>#85825 Dress Shirts -Lohrke Aberbach</td>
<td>Invoice</td>
<td>09/21/2018</td>
<td>10/29/2018</td>
<td>90.52</td>
<td>90.52</td>
<td>100-55-41703</td>
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Total 1943 UNIFORMS 2 GEAR:

90.52

90.52

2817 UNITED OIL

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<tr>
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<th>Invoice Date</th>
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<th>Net Invoice</th>
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<th>Job Number</th>
<th>GL Period</th>
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<tbody>
<tr>
<td>894919</td>
<td>Fuel Charges 10-15-18</td>
<td>Invoice</td>
<td>10/15/2018</td>
<td>10/29/2018</td>
<td>290.65</td>
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<td>894920</td>
<td>#894920 Fuel Charges for 10/1 - 10/15/2018</td>
<td>Invoice</td>
<td>10/15/2018</td>
<td>10/29/2018</td>
<td>436.59</td>
<td>436.59</td>
<td>100-55-41719</td>
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<tr>
<td>894924</td>
<td>PUMPED FUEL WW</td>
<td>Invoice</td>
<td>10/15/2018</td>
<td>10/29/2018</td>
<td>121.50</td>
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<td>210-70-41719</td>
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Total 2817 UNITED OIL:

848.74

848.74

4004 WAXIE SANITARY SUPPLY

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<tbody>
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<td>774660</td>
<td>CREDIT BATH TISSUE HPD OFFICE</td>
<td>Invoice</td>
<td>09/24/2018</td>
<td>10/29/2018</td>
<td>74.85</td>
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<td>100-25-41215</td>
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Total 4004 WAXIE SANITARY SUPPLY:

74.85

74.85

209 WEBB LANDSCAPING

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<th>Net Invoice</th>
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<th>Job Number</th>
<th>GL Period</th>
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</thead>
<tbody>
<tr>
<td>SRVCE  Demo Garden Maintenance</td>
<td>Invoice</td>
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<td>10/29/2018</td>
<td>150.00</td>
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Total 209 WEBB LANDSCAPING:

150.00

150.00

Total:

40,028.28

40,028.28

Grand Totals:

40,028.28

40,028.28
Return to Agenda