**AGENDA OF THE**
**HAILEY CITY COUNCIL MEETING**
**Monday November 28, 2022 * Hailey City Hall Meeting Room**

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

Hailey City Council Meetings are open to the public. Participants may join our meeting virtually or in-person.

**Via teleconference:** +1 (872) 240-3311, **Access Code:** 543-667-133
**Via One-touch:** United States tel:+18722403311,,543667133#,
**From your computer, tablet or smartphone:** https://meet.goto.com/CityofHaileyCityCouncil

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
https://global.gotomeeting.com/install/543667133

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

**CONSENT AGENDA:**

CA 390 Motion to approve Resolution 2022-117, a resolution authorizing a contract for services with Granicus regarding short term rental tracking for FY 22/23 in the amount of $5,000 and ratify the Mayors signature on attached contract ACTION ITEM ..... 1

CA 391 Motion to approve Resolution 2022-118, a resolution regarding a lease for the Visitor Center to the Wood River Chamber ACTION ITEM ..... 11

CA 392 Motion to accept bid from GSE Construction Company in the amount of $394,900 for installation of the WWTP UV Equipment project and motion to adopt Resolution 2022-119, authorizing the mayor to sign the Notice of Award, and upon receipt of adequate bonding submittals to also authorize the mayor to sign the Agreement, Notice to Proceed, and other project related documents. ACTION ITEM ..... 24

CA 393 Motion to adopt Resolution 2022-120 a resolution adopting the state of Idaho 457 Deferred compensation plan, a voluntary retirement plan option for municipal employees to encourage employee savings ACTION ITEM . 61

CA 394 Motion to adopt Resolution 2022-121, a resolution identifying surplus property within several departments and authorizing the sale, destruction, or recycling of said property ACTION ITEM ..... 65

CA 395 Motion to authorize the mayor's signature on a letter to Dennis Kavanagh regarding his request to extend the Preliminary Plat of Kavanagh Condominiums (1060 Mountain Drive – Lot 1 and Lot 22, Block 43, Woodside Subdivision #10) from one (1) calendar year to two (2) calendar years, with a new expiration date of March 1, 2023. ACTION ITEM..... 67

CA 396 Motion to approve the Findings of Fact, Conclusion of Law, and Decision for the Final Plat Application by Elevation Builders to subdivide the Duplex Lot at 550 Doc's Hickory Drive (Lot 4, Block 6, Old Cutters Subdivision Duplex Lot) into two (2) Townhouse Sublots. ACTION ITEM ..... 90

CA 397 Motion to approve claims for expenses incurred during the month of November 2022, and claims for expenses due by contract in December 2022 ACTION ITEM..... 117

**MAYOR'S REMARKS:**

MR 000

**PROCLAMATIONS & PRESENTATIONS:**

PR 398 Presentation by students from The Sage School – Public Art Mural on the Keefer Park Restroom Building (no documents)

PR 399 Presentation by Lynne Barker, County Sustainability Manager to present the Blaine County Clean Energy Study 138

PR 400 Presentation by Jolyon Sawrey on the Hailey City Hall Energy Commission Report (no documents)

**APPOINTMENTS & AWARDS**

AA 401 Reappointment of Dan Smith and Janet Fugate to another 3-year term on the Hailey Planning & Zoning Commission with Resolution 2022-122. ACTION ITEM ..... 140

**PUBLIC HEARING:**

PH 402 Consideration of a City-Initiated Text Amendment (Ordinance No. ____), amending Title 18: Mobility Design, Chapter 18.14: Standard Drawings, Section 18.14.012: Street and Drainage, to add the River Street Concept Design as a Standard Drawing within the Hailey Municipal Code. This addition would create a new item, item 18.14.012.F.3. River Street Typical Section. This also includes the revision of the Index in Section 18.14.000.0. ACTION ITEM ..... 143

**OLD BUSINESS:**

OB 403 2nd reading of Ordinance No. 1314 , zoning map change Section 17.05.020 for Lots 1-3, Block 69, Hailey Townsite to be located within the Downtown Residential Overlay (DRO). This change also includes amending Lots 4-7, and N. ½ of 8, Block 69, Hailey Townsite and Lots S. ½ of 8, 9-10, Block 69 ACTION ITEM .... 155

OB 404 3rd Reading of Ordinance No. 1313, zoning map change Section 17.09.040.02, parking for theatres reduced ACTION ITEM ..... 160

OB 000 Matters & Motions from Executive Session, if any. ACTION ITEM (no documents)

**STAFF REPORTS:** Staff Reports Council Reports Mayor's Reports

SR 000

**EXECUTIVE SESSION: Real Property Acquisition under IC 74-206 (1)(c) or Pending & Imminently Likely Litigation under (IC 74-206(1)(f)) or Personnel Matters under (IC 74-206(1)(b)**

**Matters & Motions from Executive Session or Workshop**

Next Ordinance Number - 1315 Next Resolution Number- 2022-123

**AGENDA ITEM SUMMARY**

**DATE:** 11/28/2022 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** MHC

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**SUBJECT**:.

Motion to approve Resolution 2022-117, authorizing an agreement with Granicus Host Compliance Software to provide the City of Hailey with software services that identify short term-rental activity within the City of Hailey.

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

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

Hailey staff spends considerable time reviewing website advertisement for short-term rentals operating as vacation rentals by owner, and proceeding through a multi-step process to identify owners and their addresses with the purpose of having them obtain a City Local Option Sales Tax Permit and remit tax properly to the city. City Clerk Mary Cone and Treasurer Becky Stokes have prepared the attached agreement with a software company to do all that work for $5,000/year.

The cost of the software for 2019 easily pay for itself in a more efficient process and helped the city realize payment from Airbnb without engaging in a separate contract with them.

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

Motion to approve Resolution 2022-____, authorizing an agreement with Granicus Host Compliance Software to provide the City of Hailey with software services that identify short term-rental activity within the City of Hailey.

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**ACTION OF THE CITY COUNCIL**:

Date _____

City Clerk _____

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**FOLLOW-UP**:

# CITY OF HAILEY
# RESOLUTION NO. 2022-____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING SOFTWARE AGREEMENT WITH GRANICUS SOFTWARE IN THE AMOUNT OF $5,000, TO PROVIDE SHORT-TERM RENTAL SOFTWARE AS A SERVICE TO THE CITY OF HAILEY.**

WHEREAS, the City of Hailey requires software as a service to provide information pertaining to short term rental by owner within the city limits of Hailey;

WHEREAS, the City of Hailey desires to enter into an agreement with Granicus to provide software as a service,

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the agreement between the City of Hailey, Granicus and that the mayor is authorized to execute the attached documents,

Passed this 14th day of January, 2022.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

**THIS IS NOT AN INVOICE**

Order Form
Prepared for
Hailey, ID

# Granicus Proposal for Hailey, ID

## ORDER DETAILS

| | |
|---|---|
| **Prepared By:** | Betsy Sachs |
| **Phone:** | |
| **Email:** | betsy.sachs@granicus.com |
| **Order #:** | Q-238469 |
| **Prepared On:** | 10/25/2022 |
| **Expires On:** | 12/24/2022 |

## ORDER TERMS

| | |
|---|---|
| **Currency:** | USD |
| **Payment Terms:** | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |
| **Period of Performance:** | This Agreement shall become effective on the date it is awarded and will continue for 12 months. Client will have the option to renew this Agreement for 2 period(s) of 1 year each. |

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| One-Time Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **One-Time Fee** |
| Address Identification - Setup and Configuration | Up Front | 1 Each | $0.00 |
| Address Identification - Online Training | Up Front | 1 Each | $0.00 |
| Compliance Monitoring - Setup and Configuration | Up Front | 1 Each | $0.00 |
| Compliance Monitoring - Online Training | Up Front | 1 Each | $0.00 |
| | | **SUBTOTAL:** | **$0.00** |

| New Subscription Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **Annual Fee** |
| Address Identification | Annual | 1 Each | $3,593.00 |
| Compliance Monitoring | Annual | 1 Each | $1,407.00 |
| | | **SUBTOTAL:** | **$5,000.00** |

## FUTURE YEAR PRICING

| Solution(s) | Period of Performance | |
|---|---|---|
| | Year 2 | Year 3 |
| Address Identification | $3,593.00 | $3,593.00 |
| Compliance Monitoring | $1,407.00 | $1,407.00 |
| **SUBTOTAL:** | **$5,000.00** | **$5,000.00** |

## PRODUCT DESCRIPTIONS

| Solution | Description |
|---|---|
| Address Identification | Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction<br>- Updating listing activity and details every 3-5 days<br>- Screenshot activity of every listing<br>- Deduplication of listings into unique Rental Units<br>- Activity dashboard and map to monitor trends and breakdown of compliance |
| Compliance Monitoring | Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7<br>- Configure letter templates with your branding and letterhead<br>- Add as many letter sequences as you need for escalation<br>- Monitor properties that become compliant after letter enforcement |
| Address Identification - Setup and Configuration | Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.<br><br>*Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.* |
| Address Identification - Online Training | Virtual training session with a Granicus professional services trainer. |
| Compliance Monitoring - Setup and Configuration | Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements. |
| Compliance Monitoring - Online Training | Virtual training session with a Granicus professional services trainer. |

## TERMS & CONDITIONS

- Link to Terms: https://granicus.com/legal/licensing
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Hailey, ID to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

## BILLING INFORMATION

| | | | |
|---|---|---|---|
| **Billing Contact:** | | **Purchase Order Required?** | [ ] - No<br>[ ] - Yes |
| **Billing Address:** | | **PO Number:**<br>*If PO required* | |
| **Billing Email:** | | **Billing Phone:** | |

**If submitting a Purchase Order, please include the following language:**
*The pricing, terms, and conditions of quote Q-238469 dated 10/25/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| **Hailey, ID** | |
|---|---|
| **Signature:** | |
| **Name:** | |
| **Title:** | |
| **Date:** | |

Return to Agenda

**AGENDA ITEM SUMMARY**

**DATE:** 11/28/22 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH

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**SUBJECT**:

Motion to approve Resolution 2022-118, authorizing a lease agreement with the Valley Chamber/Hailey Chamber of Commerce for use of the Visitors Center for use.

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

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

The City renews a lease annually with the Chamber for use of the Welcome Center. The lease is for $1 per year, and spells out various terms. Over the next year, the Chamber plans to pursue an alternate or additional sign at the entrance to Werthheimer Park, as the current sign is difficult to change, and not highly visible to the public.

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

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

Motion to approve Resolution 2022-_____, authorizing lease with The Valley Chamber/Hailey Chamber of Commerce for the Welcome Center.

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**ACTION OF THE CITY COUNCIL**:

Date _____
City Clerk _____

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

# CITY OF HAILEY
# RESOLUTION NO. 2022-___

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

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

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

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

Passed this 12th day of December, 2022, with an effective date of October 1, 2022.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

**LEASE**
(Hailey Chamber of Commerce)

This Lease is made this 12TH day of December 2022, by and between **CITY OF HAILEY**, a municipal corporation ("Lessor") and **THE VALLEY CHAMBER/HAILEY CHAMBER OF COMMERCE,** an Idaho non-profit corporation ("Lessee").

**RECITALS**

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

B. The Lessee is a duly organized and operating non-profit corporation in the State of Idaho. Marlon Peck is the duly elected and acting president of the Lessee. The president of the Lessee is authorized to execute this Lease.

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

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

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

**AGREEMENT**

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

**1. Lease Term.** The term of this Lease shall commence on October 1, 2022 ("Commencement Date") and expire, unless sooner terminated, at midnight on September 31, 2023 ("Lease Term"). Lessee shall be entitled to possession of the Premises from and after the Commencement Date.

**2. Rent.** Lessee shall pay to Lessor as minimum rent for the Premises, in advance on the first day of the Lease Term, without offset or deduction, the sum of One Dollar ($1.00) per year.

**3. Use of Premises.** The Lessee may use the Premises for purposes which advance the commercial, financial, travel, tourism, industrial, civic and social interests of the City of Hailey. Lessee shall operate and use the Premises in a safe, reasonable and prudent manner, and offer information about the City of Hailey to the public during the Lease Term. To the extent economically feasible, Lessee shall occupy and use the Premises on a full-time, continuous and year-round basis during the Lease Term. Lessee shall use its best efforts to offer affordable information to the public, provided, however, that Lessee shall be entitled to charge usage fees to cover the costs of overhead of the Premises. Lessee may use the premise or its exterior for an Automatic Teller Machine (ATM), and Lessee shall be fully responsible for the security and operations of the ATM. Lessee and its guests, invitees, employees and agents may use the parking area adjacent to the Premises, which may be regulated by Lessor so that parking may be restricted or used exclusively by users other than users of the Premises, in whole or in part, during times of use of the adjacent multi-use arena or skate park (*e.g.,* Fourth of July Rodeo); provided such restrictions shall be communicated to Lessee not less than thirty (30) days in advance of any event and shall be designed so as not to significantly impact the operations of Lessee's operations. Lessee acknowledges that the parking area adjacent to the Premises shall be unavailable for approximately one week each year in conjunction with the Fourth of July rodeo event. Lessee shall not do nor permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the rate of fire insurance upon the building in which the

Premises are situated or permit the emission of any objectionable noise or odor. Lessee shall not perform any acts or carry on any practices that may injure the Premises or the building of which the Premises form a part.

**4.** **Security Deposit**. Lessee has on file with the City, a security deposit in the sum of one thousand and no/100 Dollars ($1,000.00) ("Security Deposit"), receipt of which is hereby acknowledged, to be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the Lease Term. This deposit does not limit Lessor's rights or Lessee's obligations. Lessee understands that all or a portion of the deposit may be retained by Lessor upon termination of the tenancy and that a refund of any portion of the deposit to the Lessee is conditioned on the following:

a) Lessee shall clean and restore the Premises to its condition at the commencement of this Lease, less normal wear and tear.

b) Lessee shall have remedied or repaired any damage to the Premises to Lessor's satisfaction.

c) Lessee shall have complied with all of the provisions of this Lease and with such other rules and regulations as the Lessor may deem necessary.

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

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

**6.** **Insurance**.

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

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

c) Fire and Casualty Insurance. During the Lease Term, Lessor shall provide and maintain fire and casualty coverage insurance for the Premises. Lessee shall reimburse Lessor for the annual cost of such insurance covering the Premises, which the parties agree is One Hundred and Fifty Dollars and No Cents ($150.00), which is approximately 50% of the costs of such insurance for the Welcome Center. Lessee shall pay Lessor cost of such insurance on or before the Commencement Date. The cost of such insurance shall be considered additional rent. In the event the Premises are partially or totally destroyed or damaged by fire or other casualty covered by the Lessor's insurance, the Lessee shall pay Lessor any deductible then due under the Lessor's insurance policy within thirty (30) days of receipt of the bill for the deductible.

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

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

**7. Maintenance and Repairs**.

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

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

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

**9. Alterations and Improvements**.

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

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

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

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

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

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

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

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

**10. Damage or Destruction**.

a) Lessor's Obligation if Fully Insured. If the Premises are partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenantable and the Premises are fully insured and covered under full standard extended risk insurance, the Premises shall be repaired or rebuilt as speedily as possible at the expense of Lessor with the insurance proceeds. Should there be a substantial interference with Lessee's activities due to such damage or destruction, the parties agree that there shall not be any abatement of rent while the Premises are repaired or rebuilt.

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

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

**11. Default and Remedies**

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

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

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

(iii) vacating or abandonment of the Premises;

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

(v) the filing or execution or occurrence of:

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

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

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

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

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

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

(i) Continuation of Lease. Lessor may elect to maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the premises. In the event Lessor elects not to terminate the lease, Lessor shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Lessor deems reasonable and necessary without being deemed to have elected to terminate the Lease including removal of all persons and property of Lessee from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessee taking possession of the Premises. Notwithstanding that Lessor fails to elect to terminate the Lease initially, Lessor at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default by Lessee.

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

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

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

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

**12. Assignment and Subletting.** Lessee shall not assign, mortgage or hypothecate this Lease, or any interest in this Lease, or permit the use of the Premises, in whole or in part, by any person or persons other than Lessee, without the prior written consent of the Lessor, in the sole discretion of Lessor. Thereafter and for any other potential subtenant, Lessee may only sublet the Premises or any part thereof upon the prior written approval by the Lessor, in the sole discretion of Lessor, of the prospective sublessee; however, Lessee shall remain primarily

liable for the obligations arising from this Lease. For the purposes of this paragraph, sublet shall mean a long-term lease between the Lessee and a sublessee, not an agreement to use a portion of the Premises for a limited time such as the use of ice time.

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

**14. Holding Over**.

a) Effect of Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term, with the consent of Lessor and without executing a new Lease, then such holding over shall be construed as tenancy at will, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will.

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

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

**16. Exculpatory Clauses.**

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

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

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

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

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

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

or to the Lessee at:

The Valley Chamber/Hailey Chamber of Commerce, Inc.
PO Box 100
Hailey, ID 83333

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

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

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

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

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

**21. Miscellaneous Provisions.**

a) Construction. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neuter genders. The word "person" shall include corporation, firm or association. This Lease or any section thereof shall not be construed against any party due to the fact that the Lease or any section thereof was drafted by a particular party.

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

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

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

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

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

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

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

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

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

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

l) Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Lease.

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

Dated this _____ day of October 2022.

LESSOR:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By:_____ By:_____
Mary Cone, City Clerk Martha Burke, Mayor

LESSEE:

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

By: _____
Marlon Peck, its President

Return to Agenda

## AGENDA ITEM SUMMARY

**DATE:** 11/28/22 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** BY

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**SUBJECT**: Motion to accept bid from GSE Construction Company in the amount of $394,900 for installation of the WWTP UV Equipment project and motion to adopt Resolution 2022-119, authorizing the mayor to sign the Notice of Award, and upon receipt of adequate bonding submittals to also authorize the mayor to sign the Agreement, Notice to Proceed, and other project related documents. ACTION ITEM

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

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

Council previously authorized Public Works to issue a request for bids for installation of UV Disinfection Equipment. The bid is for work identified within the Facility Planning Study as shown on Table 7-3 below.

**Table 7-3. Upgrade Categories**

| Improvement | Capital Cost |
|---|---|
| *Process Near-Term Phase 1 (2021 – 2025)* | |
| PLC/Control Upgrades and Replacement | $815,000 |
| Electrical Upgrades | $200,000 |
| Influent Pump Station / Flow Meter | $126,000 |
| UV Disinfection / Ultrasonic Level / Flume | $659,000 |
| Chem Dosing Pumps | $78,000 |
| Headworks Upgrade (Screens, grit, new building) | $1,797,000 |
| Solids: Mixing Pumps (P-12-21/22/23) | $312,000 |
| Batch Tank Mixers | $92,000 |
| **Subtotal** | **$4,079,000** |
| *Process Near-Term Phase 2 (2026 – 2030)* | |

**FY 23 CAPITAL PROJECTS LIST - Waste Water CAPITAL "User" Fund**

| | Project Description | Estimated Cost | Current Appropriation | Committed *FUTURE* Appropriation |
|---|---|---|---|---|
| 210-70-43511 Waste Water Operations | Headworks Upgrade for Future MBR Modification | 1,293,840 | 1,253,000 | 0 |
| | UV Disinfection/Ultrasonic Level/Flume | 329,500 | 329,500 | 0 |
| | Cedar Lift Station Diversion Upgrade and Main Line | 37,500 | 37,500 | 0 |
| | Flow Meters | 65,000 | 65,000 | 0 |
| | Maintenance Building Expansion | 75,000 | 15,000 | 0 |
| | Reuse Line Construction (Ongoing) | 50,000 | 50,000 | 0 |
| | MBR Modification/Replacement of SBR | 7,060,800 | 60,000 | 0 |
| | On Call/Locates EV Vehicle & Charging Station | 65,000 | 65,000 | 0 |
| | Totals: | | $1,875,000.00 | $0.00 |
| | Revenue - Appropriations: | | $ | 1,875,000 |

**FY 23 CAPITAL PROJECTS LIST - Waste Water REPLACEMENT Fund**

| | Project Description | Estimated Cost | Current Appropriation | Committed *FUTURE* Appropriation |
|---|---|---|---|---|
| 230-75-43549 Waste Water Replacement | Headworks Upgrade for Future MBR Modification | 862,560 | 862,560 | 0 |
| | System Pump Replacements | 75,000 | 75,000 | 0 |
| | PLC/Control Upgrade: Jettech/ICI | 65,000 | 65,000 | 0 |
| | UV Disinfection/Ultrasonic Level/Flume | 329,500 | 329,500 | 0 |
| | Cedar Lift Station Diversion Upgrade and Main Line | 112,500 | 112,500 | 0 |
| | Rolling Stock: Pickup Truck | 50,000 | 50,000 | 0 |
| | MBR Modification/Replacement of SBR | 4,707,200 | 40,000 | 0 |
| | Rolling Stock: Hydro/Vac Truck | 350,000 | 0 | 0 |
| | Electra Backup Lift Pump & Screenate Pump for Biosolids | 50,000 | 50,000 | |
| | Totals: | | $1,584,560.00 | $0.00 |
| | Revenue - Appropriations: | | $ | 1,584,560 |

**Financial**

Below is a breakdown of the UV Equipment Project totals:

| | |
|---|---|
| Facilities Planning Study Estimate: | $659,000 |
| Xylem/Wedeco Equipment Purchase (In progress, previously approved by Council): | $238,315 |
| Installation Bid (attached): | $394,900 |
| Engineering Contract UV Procurement: | $ 14,400 |
| Engineering Contract UV Installation: | $ 31,750 |
| Engineering Contract Equipment SDC (Construction): | $ 34,250 |
| Total Project Cost: | $712,715 |
| FY 23 CIP Budget Previously Expended: | $117,650 |
| Total Project Cost Remaining FY23: | $595,065 |
| FY 23 CIP Budget Available: | $659,000 |

**Bid Results**

The bidding for this project is now complete. Bids were due on November 17th. One bid was received from GSE Construction Company.

The project was advertised on the City website as well as in the local newspaper on October 26th, November 2nd, and on November 9th with a bid opening date of November 17th at 12:00pm.

Attached is our consulting engineers bid review and recommendation, as well as the bid received. Staff supports the consulting engineer's recommendation and supports authorizing the mayor to sign the Notice of Award, authorizing Public Works to move forward with securing bonds and other supporting paperwork from the bidder, then authorize the mayor to sign project related documents including but not limited to the Agreement and Notice to Proceed.

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

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

Motion to accept bid from GSE Construction Company in the amount of $394,900 for installation of the WWTP UV Equipment project and motion to adopt Resolution 2022-___, authorizing the mayor to sign the Notice of Award, and upon receipt of adequate bonding submittals to also authorize the mayor to sign the Agreement, Notice to Proceed, and other project related documents. ACTION ITEM

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**ADMINISTRATIVE COMMENTS/APPROVAL**:

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

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**ACTION OF THE CITY COUNCIL**:

Date _____

City Clerk _____

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**FOLLOW-UP**:
*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): Copies (AIS only)
Instrument # _____

# CITY OF HAILEY
# RESOLUTION NO. 2022-___

**RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING A NOTICE OF AWARD, AGREEMENT, AND OTHER PROJECT RELATED DOCUMENTS WITH GSE CONSTRUCTION COMPANY, TO PROVIDE CONSTRUCTION SERVICES IN THE AMOUNT OF $394,600 FOR THE INSTALLATION OF UV DISINFECTION EQUIPMENT AT THE WASTEWATER TREATMENT PLANT.**

WHEREAS, the City of Hailey desires to issue a Notice of Award, enter into an Agreement with GSE Construction Company, for installation of UV Disinfection Equipment at the Wastewater Treatment Plant, and to issue a Notice to Proceed for said project, and

WHEREAS, the City of Hailey and GSE Construction Company, have agreed to the terms and conditions of the Agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Notice of Award, Agreement between the City of Hailey and GSE Construction Company, and the Notice to Proceed, and that the Mayor is authorized to execute the same contingent on receipt of all required bonds and certificates.

Passed this 28th day of November, 2022.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

November 21, 2022

Mr. Brian Yeager
Public Works Director
City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

Subject: Woodside Water Reclamation Facility (Woodside WRF)
UV Disinfection Equipment Installation Bids
Bid Review

Dear Mr. Yeager:

The purpose of this letter is to report on HDR's review of the Hailey's Woodside WRF – UV Disinfection Equipment Installation bid results. The bid documents were advertised on October 26th, November 2nd and 9th for bid opening on November 17, 2022. There were no addendums. The bid review findings are presented in the following paragraphs.

**BID RESULTS**

One bid was received for the UV Disinfection Equipment installation on November 17, 2022 by 12 pm MST from GSE Construction Company, Inc. (GSE) for $394,900. The bid included the required 5% bid bond. The bidder also listed the electrical/I&C subcontractor as required, Electric 1 West. All required bidder license numbers and qualifications appear to be in order.

**EVALUATION OF GSE BID**

GSE completed an HDR designed project in Heyburn, Idaho and Electric 1 completed the Hailey generator installation. Both projects were successfully completed to the engineer's requirements and professionally managed to the satisfaction of both municipalities. The engineer's estimate for the UV Equipment Installation is $450,000 which included an allowance of $50,000 to account for area and current market conditions.

**CONCLUSION**

The bid from GSE was within the expected range of cost and meets all the bidding requirements. We recommend award of the UV Disinfection Equipment installation to GSE Construction Co, Inc.

Please call if you have any questions (208-387-7073).

Sincerely,
HDR ENGINEERING, INC.

Bradley Bjerke, P.E.
Project Manager

Enclosure

cc: Nancy Arellano/Hailey Public Works Coordinator

## SECTION 00 51 16

NOTICE OF AWARD

For

**Woodside WRF– UV Installation**

For

City of Hailey, Idaho

Dated: November 28, 2022

TO: GSE Construction Company, Inc
(Successful BIDDER)

ADDRESS:

GSE Construction Company, Inc
7633 Southfront Road, Suite 160
Livermore, CA 94551
Attn: Dennis Gutierriz

CONTRACT FOR: **Woodside WRF– UV Installation**
**City of Hailey, Idaho**

You are notified that the Contract Time under the above contract will commence to run on as of the date of the execution of the Agreement. By that date, you are to start performing your obligations under the Contract Documents.

Within fifteen (15) days of this Notice of Award, you must deliver to the Owner:

- Certificates of insurance are required to be purchased and maintained in accordance with the Contract Documents.
- Signed Copy of the Agreement Between Owner and Bidder.
- Bonds are required to be purchased and maintained in accordance with the Contract Documents.
- All applicable licenses required by the contract documents.

**City of Hailey, Idaho**
(Owner)

By: _____
(Owner's Authorized Signatory)

_____
(printed name and title)

(Use Certified Mail,
Return Receipt Requested)

**END OF SECTION**

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# AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Hailey, Idaho ("Owner") and GSE Construction Co, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The City of Hailey's Woodside WRF has purchased a Wedeco TAK55 ultraviolet (UV) disinfection system to be installed. The Project will include installation of the UV disinfection system, associated equipment and instrumentation, and modifications to the UV channels.

**ARTICLE 3—ENGINEER**

3.01 The Owner has retained HDR Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

**ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $500 for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $15,000.

4.04 *Special Damages*

A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

4.05 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of $394,900.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

| Unit Price Work | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Extended Price** |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) | | | | | $ NA |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $394,900.00.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety-five (95) percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one-half (97.5) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of twelve (12) percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Wage Determination Schedule.
6. Statutory and Funding-Financing Entity Requirements.
7. Specifications as listed in the Table of Contents of the Project Manual; Volume 1, Volume 2, and Volume 3.
8. Drawings consisting of fourteen (14) sheets with each sheet bearing the following general title: UV Installation Drawings (Volume 3).
9. Addenda (numbers 0 to 0, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [_____, 2022] (which is the Effective Date of the Contract).

| Owner: | Contractor: |
|---|---|
| City of Hailey, Idaho | GSE Construction Co., Inc. |
| *(typed or printed name of organization)* | *(typed or printed name of organization)* |
| By: _____ | By: _____ |
| *(individual's signature)* | *(individual's signature)* |
| Date: _____ | Date: _____ |
| *(date signed)* | *(date signed)* |
| Name: _____ | Name: _____ |
| *(typed or printed)* | *(typed or printed)* |
| Title: _____ | Title: _____ |
| *(typed or printed)* | *(typed or printed)* |
| | *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)* |
| Attest: _____ | Attest: _____ |
| *(individual's signature)* | *(individual's signature)* |
| Title: _____ | Title: _____ |
| *(typed or printed)* | *(typed or printed)* |
| Address for giving notices: | Address for giving notices: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Designated Representative: | Designated Representative: |
| Name: _____ | Name: _____ |

| | |
|---|---|
| _____ | _____ |
| *(typed or printed)* | *(typed or printed)* |
| Title: _____ | Title: _____ |
| *(typed or printed)* | *(typed or printed)* |
| Address: | Address: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Phone: _____ | Phone: _____ |
| Email: _____ | Email: _____ |
| *(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)* | License No.: _____ *(where applicable)* |
| | State: _____ |

# BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: City of Hailey, Idaho 115 Main Street South, Suite H, Hailey, Idaho 833333.

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

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and

F. Required Bidder Qualification Statement with supporting data.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any unit prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

| | |
|---|---|
| Lump Sum Bid Price | $ 394,900 |

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|---|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A | $ N/A |
| | | | | | $ |

EJCDC® C-410, Bid Form for Construction Contract.
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| | | | | | |
|---|---|---|---|---|---|
| | | | | | $ |
| | | | | | $ |
| | | | | | $ |
| Total of All Unit Price Bid Items | | | | | $ N/A |

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

| | |
|---|---|
| Total Bid Price (Total of all Lump Sum and Unit Price Bids) | $ 394,900 |

**ARTICLE 4—TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder agrees that the Work will be substantially complete on or before [5/13/2023], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [8/10/2023].

4.03 Bidder agrees that the Work will be substantially complete within [180] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [270] calendar days after the date when the Contract Times commence to run.

4.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:


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| Addendum Number | Addendum Date |
|---|---|
| | |
| | |
| | |

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.


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10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


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BIDDER hereby submits this Bid as set forth above:

Bidder:

GSE Construction Company Inc.
*(typed or printed name of organization)*

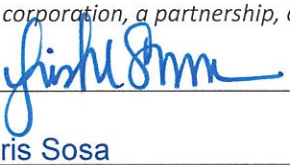
By:
*(individual's signature)*

Name: Dennis Gutierrez
*(typed or printed)*

Title: President
*(typed or printed)*

Date: 11/14/22
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: 
*(individual's signature)*

Name: Iris Sosa
*(typed or printed)*

Title: Secretary
*(typed or printed)*

Date: 11/14/22
*(typed or printed)*

Bidder's Address for giving notices:

7633 Southfront Road Ste. 160
Livermore, CA 94551

Bidder's Contact Person:

Name: Dennis Gutierrez
*(typed or printed)*

Title: President
*(typed or printed)*

Phone: (925) 447- 0292

Email: estimating@gseconstruction.com & dgutierrez@gseconstruction.com

Address:

7633 Southfront Road Ste. 160
Livermore, CA 94551

Bidder's Contractor License No.: (if applicable) 27959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# BID BOND (PENAL SUM FORM)

| **Bidder** | **Surety** |
|---|---|
| Name: GSE Construction Company, Inc.<br>Address *(principal place of business)*:<br>7633 Southfront Road, Suite 160<br>Livermore, CA 94551 | Name: Fidelity and Deposit Company of Maryland<br>Address *(principal place of business)*:<br>1299 Zurich Way, 5th Floor<br>Schuamburg, IL 60196 |
| **Owner** | **Bid** |
| Name: City of Hailey, Idaho<br>Address *(principal place of business)*:<br>115 Main Street South, Suite H, Hailey, Idaho 833333 | Project: Woodside WRF – UV Installation<br>4297 Glenbrook Drive, Hailey, Idaho 83313<br><br>Bid Due Date: November 17, 2022 |
| **Bond** | |
| Penal Sum: Five Percent (5%) of the Total Bid Amount<br>Date of Bond: November 7, 2022 | |
| Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. | |

| Bidder | Surety |
|---|---|
| GSE Construction Company, Inc.<br>*(Full formal name of Bidder)* | Fidelity and Deposit Company of Maryland<br>*(Full formal name of Surety) (corporate seal)* |
| By: _____<br>*(Signature)* | By: _____<br>*(Signature) (Attach Power of Attorney)* |
| Name: Dennis Gutierrez<br>*(Printed or typed)* | Name: Stanley J. Matranga<br>*(Printed or typed)* |
| Title: President | Title: Attorney-In-Fact |
| Attest: _____<br>*(Signature)* | Attest: _____<br>*(Signature)* |
| Name: _____<br>*(Printed or typed)* | Name: _____<br>*(Printed or typed)* |
| Title: | Title: |

*Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.*

**EJCDC® C-430, Bid Bond (Penal Sum Form).**
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.


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**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stanley J. MATRANGA and Eric V. MATRANGA, both of Granite Bay, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of August, A.D. 2019.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 13th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Placer )

On November 7, 2022 before me, Eric Matranga, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga
*Name(s) of Signer(s)*

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ERIC MATRANGA
Notary Public - California
Placer County
Commission # 2396142
My Comm. Expires Mar 8, 2026

Signature _____
*Signature of Notary Public*

*Place Notary Seal Above*

***OPTIONAL***

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Joaquin )

On November 7, 2022 before me, Vina Ontiveros-Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Dennis Gutierrez
*Name(s) of Signer(s)*

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VINA ONTIVEROS
Notary Public - California
San Joaquin County
Commission # 2393747
My Comm. Expires Feb 12, 2026

Signature Vina Ontiveros
*Signature of Notary Public*

*Place Notary Seal Above*

***OPTIONAL***

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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| Subcontractors | | | |
|---|---|---|---|
| Name | Address | License # | Scope of Work |
| ELECTRIC 1 WEST, INC. | 268 VICTORY AVE TWIN FALLS, ID 83301 | 34672 | ELECTRICAL |
| | | | |
| | | | |
| | | | |

| Supplier | | | |
|---|---|---|---|
| N/A | | | |
| | | | |
| | | | |
| | | | |

G.S.E. Construction Company, Inc.

# CORPORATE RESOLUTION

The undersigned, constituting all of the directors of G.S.E. Construction Company, Inc., hereby adopt the recitals and resolutions as shown below. This action is taken in accordance with the provisions of Section 307(b) of the California General Corporation Law, which authorized the Board of Directors to take any action without a meeting may be taken at any annual or special meeting if the board consents in writing to the action. The effective date of the actions taken by this unanimous written consent is January 7, 2020

***WHEREAS***, construction contracts and proposals are executed only by authorized agents of the corporation.

***RESOLVED***, that the directors reaffirm that the following persons, with titles as designated, are authorized to perform the roles and responsibilities on behalf of G.S.E. Construction Company, Inc.

| NAME | TITLE |
|---|---|
| Dennis Gutierrez | President |
| Steve Mazza | Chief Operating Officer (COO) |
| Iris Villasenor Sosa | Secretary |

## CERTIFICATION OF SECRETARY

I certify that:

I am duly qualified and acting as Secretary of G.S.E. Construction Company, Inc., a licensed California Corporation.

The foregoing is a true copy of a resolution duly adopted by the board of Directors of the corporation at a special meeting duly held on January 6, 2020 and entered in the minutes of such meeting in the minute book of the corporation.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repeated, and is now in full force and effect.

Dated: January 6, 2020

Iris Sosa, Secretary

*Brad Little*
*Governor*

**State of Idaho**

**Division of Occupational and Professional Licenses**

**PUBLIC WORKS CONTRACTORS LICENSING**

**CONTRACTOR**

026972 - UNLIMITED - 1- 5
License Number

09/12/2016
Original License Issued

This is to certify that

**GSE CONSTRUCTION CO INC**

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

This license expires: 09/30/2023

Licensee Signature

Russell Barron, Administrator

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

GSE CONSTRUCTION COMPANY INC
ORLANDO GUTIERREZ, ET AL
7633 SOUTHFRONT ROAD SUITE 160
LIVERMORE CA 94551

| Russell S. Barron | RCE-27959 | 05/12/2023 |
|---|---|---|
| Division Admin | Number | Expires |

Your registration must be shown on demand.

carry this copy

display this copy

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

GSE CONSTRUCTION COMPANY INC
ORLANDO GUTIERREZ, ET AL
7633 SOUTHFRONT ROAD SUITE 160
LIVERMORE CA 94551

| Russell S. Barron | RCE-27959 | 05/12/2023 |
|---|---|---|
| Division Admin | Number | Expires |

05/10/2022

GSE CONSTRUCTION COMPANY INC
ORLANDO GUTIERREZ, ET AL
7633 SOUTHFRONT ROAD SUITE 160
LIVERMORE CA 94551

dtoncray
164

# STATEMENT OF QUALIFICATIONS

GSE CONSTRUCTION CO. INC.

Dependable solutions for your water/wastewater needs

GSE

CONSTRUCTION

# GENERAL CAPABILITIES - PERFORMANCE HISTORY & EXPERIENCE

## INFRASTRUCTURE IS OUR BUSINESS

GSE has decades of experience and expertise building water and wastewater infrastructure. Our accumulated experience and proficiency in this vital sector make us the acknowledged expert for water and wastewater projects for government agencies and private industry alike.

Over the past quarter century GSE Construction has completed over 600 projects as a General Engineering contractor. Our history of outstanding performance includes everything from building municipal water and wastewater infrastructure to private sector Design-Build enterprises using innovative treatment processes.

State and Federal Agencies, Public Utility Districts, National Laboratories, and Private Industrial Facilities have benefited from our years of proven competency in all aspects of water and wastewater construction. This includes retrofitting aging structures, expanding plant capacity, replacing existing equipment, constructing storage tanks, constructing pump stations, building anaerobic/aerobic treatment facilities, building Bio-gas generation facilities and Design-Build collaboration.

## IN-HOUSE EXPERTISE

GSE's in-house teams perform significant portions of our projects, including site-work, underground utilities, structural concrete, metal fabrication, installation and commissioning of process, mechanical and piping systems. Our cross-disciplined expertise ensures close coordination of the work - saving time and producing a better quality project.

## DESIGN-BUILD...AN EYE FOR HOW IT ALL FITS TOGETHER

New regulations have created the need for an integrated, collaborative approach to developing treatment solutions for industrial and municipal effluent. From the bidding phase to project completion, GSE has proven to be an invaluable partner in pulling all the pieces together for several Design-Build ventures. Our construction expertise and broad knowledge of various treatment technologies means we are able to provide competitive estimating at the conceptual level, contribute constructability know-how to the design, and follow through with quality construction.

A Philosophy of
***PARTNERING***

A Reputation for
***PERFORMANCE***

### LEGAL STRUCTURE

- G.S.E. Construction Company Inc. is a California Corporation
- Established in 1980

### SERVICES

- Water & Wastewater Facilities
- Design-Build Collaboration
- Retrofitting Aging Structures
- Expanding Plant Capacity
- Replacing & Refurbishing Existing Equipment
- Building Anaerobic/Aerobic Treatment Facilities
- Building Bio-gas Generation Facilities

### LOCATIONS

- Livermore, CA
- Valencia, CA
- Kimberly, ID
- Boulder, CO
- Escondido, CA

### EMPLOYEE COUNT

- 150
  - 58 Professional
  - 92 Field

*Mariani Packing Co.*

## FOLLOWING IS A PARTIAL LISTING OF GSE'S DESIGN/BUILD PROJECTS

- Aquarius (Fresh & Easy) Wastewater Pretreatment System, Riverside, CA
- CCWD Port Costa Reservoir Repair, Port Costa, CA
- Dr. Pepper/Snapple Product Water Purification System, Victorville, CA
- E&J Gallo Fresno Anaerobic Treatment System (F.A.T.S.), Fresno, CA
- E&J Gallo LVW Nitrate Treatment Facility, Livingston, CA
- EBMUD Temporary Dewatering Facility, Oakland, CA
- EMBEE Water Treatment System, Santa Ana, CA
- Fleming Hills Hypochlorite System Replacement, Vallejo, CA
- Frito Lay Wastewater pH Diversion System, Modesto, CA
- Foster Farms Wastewater Equalization Upgrades, Livingston, CA
- Hilmar Aerobic Polishing System, Hilmar, CA
- Intel CH-8 RODI System, Chandler, AZ
- Land O' Lakes pH Neutralization System, Tulare, CA
- Mallard Slough Pumping Station, Rio Vista, CA
- Mariani Packing Co. Wastewater Pretreatment System, Vacaville, CA
- Marquez Brothers International (MBI) Odor Control Upgrades, Wastewater Pretreatment program, Hanford, CA
- Miller SAB Irwindale Wastewater Treatment Facility, Irwindale, CA
- Snake River Robotics Dairy Upgrades, Twin Falls, ID

***OVER 25 DESIGN-BUILD WATER & WASTEWATER TREATMENT PROJECTS COMPLETED***

## LICENSES

- CA-401498 A, B, Hazmat, C36 & C16, C61/D21
- DIR #1000000077
- CO-20091451201
- OR-180321
- NV-0070179
- MT- 250043
- ID-RCE-27959, Public Works 026972
- DBIA Certified PMs
- Certified QSPs
- PE-Civil & Chemical Engineering
- Corporate Safety Manager
- Scheduling Engineer
- QA/QC Engineer
- Qualified Startup Engineers

## EXPERTISE

- Advanced Filtration
- Wastewater Treatment
- Cogeneration
- Chemical Feed System
- Dewatering & Solids Handling
- Anaerobic Treatment Facilities
- Bio-gas Generation Facilities
- Reservoirs
- Pump Stations
- Pipelines
- Membrane Technology
- Clarifiers & Thickeners
- Storage Tanks
- Unique Facilities

## SAFETY EXPERIENCE AND METHODS

GSE is experienced in addressing all of the general construction safety exposures as well as the special hazards associated with the water/wastewater construction projects. Due to the inherent dangers of wastewater and potable water plants, GSE has specialized crews who perform carpentry, plumbing, pipefitting, millwright and confined space entry. We also have a Corporate Safety Manager with more than 20 years combined construction and industrial safety experience.

GSE mandates that a Job Hazard Analysis (JHA) be completed before any new task or type of construction commences. We also require all subcontractors to meet or exceed our safety policies and programs. This enhances our ability to monitor site safety.

GSE has qualified confined space entrants that are evaluated and trained annually. To insure these tasks are done correctly, we compile specific task information and train before the entry begins. Currently we are being asked to perform confined space work by local municipal agencies due to our reputation in being detailed and safety oriented.

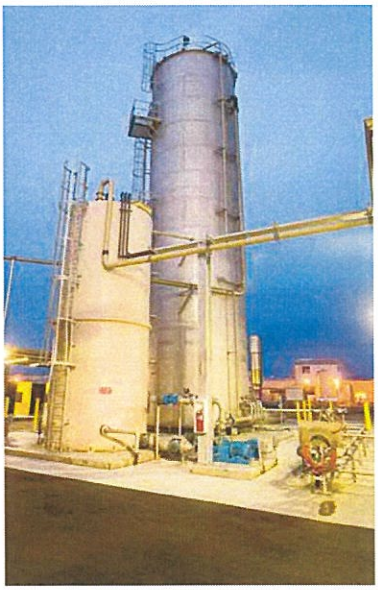
GSE holds weekly tailgate meetings in addition to site-specific meetings to discuss trends and near misses. For example, when we saw a trend in accidents involving the stripping of forms in 2009, we trained and monitored this task and reduced the incident rate from four injuries in 16 months to one in the last 5 years. We take a proactive stance on all safety exposures by conducting weekly site safety sweeps along with bi-weekly visits by the Corporate Safety Officer and a third-party visit every quarter.

Our management meets twice a month to discuss near misses with all Project Managers and Superintendents. This allows us to deal with any trends in a timely fashion. We also have safety awards programs and we promote safety with onsite BBQs for all field employees.

GSE built a BNR/Tertiary Treatment Facility for the City of Modesto, which was a 3+ year project. During that span, we and our subs exceeded 300,000 man-hours without a lost time injury. This was due to the proactive approach that was taken by all towards safety. Our Return To Work Program helps control lost time injuries and results in employees returning to work at a faster pace. At GSE we believe in doing it safe and doing it right.

**GSE'S CURRENT SAFETY RECORD**

| EMR HISTORY | |
|---|---|
| 2021 | .95 |
| 2020 | .69 |
| 2019 | .69 |



*Mariani Packing Co.*

## CUSTOMER SATISFACTION AWARDS

**DBIA Design Build National Award of Merit-2019**
*Montevina WTP Upgrades*

**ENR Top 200 Environmental Firms - 2017**
*Rank #129*

**CMAA – Project Achievement Award – 2016**
*Modesto Phase 2 Biological Nutrient Removal/ Tertiary Treatment Project*

**American Public Works Association – Project of the Year 2010**
*El Dorado Irrigation District Phase III El Dorado Hills Wastewater Treatment Plant Expansion*

**National Electrical Contractors Association (NECA) – Project Excellence Award – 2007**
*Mariani Waste Water Treatment Plant*

**Featured in Government Engineering – The Journal For Public Infrastructure – 2006**
*Zone 1 Reservoir*

**American Public Works Association – Project of the Year – 2005**
*City of Antioch Water Treatment Plant Solids Handling Facilities and Plant B Expansion*

**CH2MHILL – Excellence In Safety Program Award – 2005**
*Stockton DBO WW33*

**University of California Lawrence Livermore National Laboratory – Key Supplier of goods or Services – 2004**
*Service Contract*

**California Water Environment Association – Engineering Achievement of the Year Award – 2001**
*East Bay MUD Influent Pump Station Odor Control*

## TESTIMONIALS

*"The involvement and effectiveness of GSE's management and quality control personnel, the initiative in submitting a successful value engineering proposal, completion of the contract five months ahead of schedule, and the highly professional manner in which the work was accomplished deserves recognition."*

R.L. Moeller, Commander, U.S. Navy
Potable Water Systems Improvement Project

*"This was a high-visibility project and included removal of hazardous waste and radioactively contaminated piping. GSE met the challenge and cleared the site of all legacy items in preparation for future development."*

Lab Project Manager

*"GSE successfully completed the Modesto Phase 2 BNR Tertiary Wastewater Treatment Project due to many contributing factors: qualified and knowledgeable on-site management staff, an effective safety program resulting in zero-loss man-hours over the course of a 4 year long project, and utilization of an experienced scheduler to name a few."*

J.P. Davis, Construction Manager, PE, CCM
West Yost Associates

*"This project had many critical features, which GSE has performed the construction process above expectations. The construction process went smoothly thought out. GSE's staff is well qualified and their experience made the project run smoothly and finish ahead of schedule."*

Ken Reed, Public Works Senior Construction Manager
City of Lathrop

Return to Agenda

**AGENDA ITEM SUMMARY**

**DATE:** 11/28/22 **DEPARTMENT:** Administration DE**PT. HEAD SIGNATURE:** LH

---

**SUBJECT**: Motion to approve Resolution 2022-_120_, a resolution adopting the State of Idaho Deferred Compensation plan, a voluntary public employee savings plan.

---

**AUTHORITY**: ☐ ID Code _____59-413 ☐ IAR _____ ☐ City Ordinance/Code

---

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

The State of Idaho runs a 457 Deferred Compensation plan for public employees. Most other local jurisdictions (Blaine County, Ketchum, Sun Valley) offer this program to their employees. There is no cost to the City, and the program is strictly voluntary. The State retains a Retirement Specialist who fields all questions and inquiries, so no additional burden is placed on Hailey staff. This plan is another option for employees to save. 457 Plans do not have any penalties associated with early withdrawals (before age 59-1/2). The attached flyer outlies key points about the plan.----------

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**:

Budget Line Item #_____ YTD Line Item Balance $_____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: No fiscal impact to the City.

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

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

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

Motion to adopt Resolution 2022-__, a resolution adopting the State of Idaho Deferred Compensation plan, a voluntary public employee savings plan.

---

**ACTION OF THE CITY COUNCIL**:
Date _____

City Clerk _____

---

**FOLLOW-UP**:
*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): Copies (AIS only)
Instrument # _____

**CITY OF HAILEY**
**RESOLUTION NO. 2022-___**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY ADOPTING THE STATE OF IDAHO VOLUNTARY DEFERRED COMPENSATION PLAN**

WHEREAS, the State of Idaho has enacted Idaho Code Section 59-513 which permits the State of Idaho and any county, city or political subdivision of the state, working through it's governing body, to contract with an employee to defer income to a 457 Deferred compensation plan, and

WHEREAS, the State of Idaho, by the State board of examiners has established and maintains the Deferred Compensation Plan ("Plan") for participation by state employees, and

WHEREAS, The City of Hailey, Idaho, (hereinafter referred to as the "Participating Employer") desires to adopt the State Plan for participation by its employees;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employee's savings for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the Plan;

By adopting the Plan, Hailey adopts the investments and services selected by the State of Idaho Board of Examiners.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey as the Participating Employer hereby resolves:

Section 1. The Employer shall abide by the terms of the Plan, including amendments to the Plan made by the State of Idaho Board of Examiners, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Internal Revenue Code and other applicable law.

Section 2. The Employer may terminate its participation in the Plan.

Passed this 28th day of November, 2022.

City of Hailey

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

****IMPORTANT****

We're always looking for ways to make working for the City of Hailey better for you. That's why we're excited to let you know that after careful review we are considering adding The State of Idaho 457 Deferred Compensation Plan to our Benefit Package. **Please let us know if you are interested in the City adding this benefit.**

Also, please note this is a discretionary and voluntary, supplemental retirement plan and there will NOT be a City match if this benefit is added.

The State of Idaho
457 Plan

Nationwide®
is on your side

# TOP 10 REASONS TO SIGN-UP

# FOR THE STATE OF IDAHO'S DEFERRED COMPENSATION 457 PLAN

The State Plan is a Defined Contribution plan designed to supplement your Pension and Social Security in retirement. Unlike any other retirement plan, the 457(b) plan is only available to Public Employees, which allows you to withdraw your money the day you leave employment. Contributions to the plan can be made Pre-tax or Post-tax (Roth).

10. **Rollovers welcome. In-plan Roth Conversion feature & In-service distributions allowed after the age of 59 ½.**
9. **Website is a Great Resource with lots of cool Tools. Visit www.idahodc.com.**
8. **Variety of Investment Options – "Do it yourself" and Active Management – "Do if for me"**
7. **Access to a Financial Planner for those participants close to retirement for a Social Security Assessment & Retirement Income Analysis**
6. **Fixed Account & Retiree Fixed (upon retirement)**
5. **Roth Option – No Taxes Later**
4. **No 59 ½ Rule on Pre-tax Investment – "Never"**
3. **Excellent Customer Service - ☺**
2. **Local Representative & Office (Boise)**
1. **YOU ARE SAVING FOR YOUR FINANCIAL FUTURE - ☺**

**For more information please visit us at www.idahodc.com.**

**Your local representative: Katja Wees ▪ 208.383.6993 ▪ strink1@nationwide.com**

Return to Agenda

**RESOLUTION NO 2022-____**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY IDENTIFYING SURPLUS PROPERTY WITHIN SEVERAL DEPARTMENTS AND AUTHORIZING THE SALE, DESTRUCTION, OR RECYCLING OF SAID PROPERTY.**

WHEREAS The City Clerk of the City of Hailey, Idaho is requesting that the following assets be designated as surplus as the assets are no longer required to conduct City business,

WHEREAS The City Clerk of the City of Hailey, Idaho is authorized to forward these items to an electronics recycler for disposal,

| Description | comments | |
|---|---|---|
| 78 - Muller double meter vaults circa 1990's.<br>18" diameter six foot bury ¾" by ¾" meter double meter coil pit. | Unable to repair these vaults as they no longer make the Muller product line. | |

WHEREAS The City Clerk of the City of Hailey, Idaho is requesting that the following assets be designated as surplus as the equipment below are no longer required to conduct City business,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following assets are deemed surplus property by the City of Hailey:

The City of Hailey is authorized to take all necessary steps to carry out the authorization provided by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the surplus property and authorizes the Mayor to sign.

Passed this 28th day of November, 2022.

City of Hailey

_____

Martha Burke, Mayor

ATTEST:

_____

Mary Cone, City Clerk

Return to Agenda

**AGENDA ITEM SUMMARY**

**DATE:** 11/28/2022 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

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**SUBJECT:** Motion to authorize the mayor's signature on a letter to Dennis and Sheree Kavanagh regarding their request to extend the Kavanagh Condominiums Preliminary Plat timeline from one (1) year to two (2) years to ensure the installation of all required infrastructure prior to Final Plat submittal. This project is located at 1060 Mountain Drive (Lot 1 & 22, Block 43, Woodside Subdivision No. 10).

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**AUTHORITY**: ☐ ID Code _____67-_____ ☐ IAR _____ ☐ City Ordinance
(IFAPPLICABLE)

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**BACKGROUND:** The City received a letter from Dennis and Sheree Kavanagh, owners of Kavanagh Condominiums at 1060 Mountain Drive (Lot 1 & 22, Block 43, Woodside Subdivision No. 10), requesting an extension of the Preliminary Plat from one (1) year to (2) years to ensure the installation of all required infrastructure prior to Final Plat submittal. The Preliminary Plat for the subject parcel expired on March 1, 2022. A recent text amendment increased the Preliminary Plat timeline from one (1) year to two (2) years; however, this project was approved prior to those amendments becoming effective and codified within Hailey's Municipal Code. If approved, the new expiration date would be March 1, 2023.

**Documents Attached:**

a. Letter to Owners of Winterhaven Estates: Preliminary Plat Extension Approval.
b. Applicant Letter Requesting Preliminary Plat Extension
c. Findings of Fact dated March 1, 2021
d. Preliminary Plat Map

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**:

Caselle #_____

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

Estimated Hours Spent to Date: Estimated Completion Date:

Staff Contact: Robyn Davis Phone # 788-9815 #2015

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

| | | | | |
|---|---|---|---|---|
| __ _ | City Attorney | ___City Administrator | ___ Engineer | ___ Building |
| ___ | Library | ___ Planning | ___ Fire Dept. | ___ _____ |
| ___ | Safety Committee | ___P & Z Commission | ___ Police | ___ _____ |
| ___ | Streets | __ Public Works, Parks | ___Mayor | ___ _____ |

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**: Motion to authorize the mayor's signature on a letter to Dennis and Sheree Kavanagh regarding their request to extend the Kavanagh Condominiums Preliminary Plat timeline for 1060 Mountain Drive (Lot 1 & 22, Block 43, Woodside Subdivision No. 10) from one (1) year to two (2) years to ensure the installation of all required infrastructure. The new expiration date would be March 1, 2023.

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**ADMINISTRATIVE COMMENTS/APPROVAL**:

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

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**ACTION OF THE CITY COUNCIL**:

**Motion Language:** "I move to authorize the mayor's signature on a letter to Dennis and Sheree Kavanagh regarding their request to extend the Kavanagh Condominiums Preliminary Plat timeline for 1060 Mountain Drive (Lot 1 & 22, Block 43, Woodside Subdivision No. 10) from one (1) year to two (2) years, with a new expiration date of March 1, 2023.

---

Date _____
City Clerk _____
---

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

City of Hailey
COMMUNITY DEVELOPMENT DEPARTMENT
Zoning, Subdivision, Building and Business Permitting and Community Planning Services
115 MAIN STREET SOUTH
HAILEY, IDAHO 83333
(208) 788-9815
Fax: (208) 788-2924

November 28, 2022

Dennis and Sheree Kavanagh
PO BOX 1604
Ketchum, ID 83340

Re: Preliminary Plat Extension Request for Kavanagh Condominiums (1060 Mountain Drive – Lot 1 and 22, Block 43, Woodside Subdivision No. 10)

Dear Dennis and Sheree Kavanagh:

The City is in receipt of your request to extend the Preliminary Plat deadline from one (1) year to two (2) years and is supportive of your request.

The Preliminary Plat for the subject parcel, also known as Kavanagh Condominiums, expired March 1, 2022. A recent text amendment increased the Preliminary Plat timeline from one (1) year to two (2) years; however, this project was approved prior to those amendments becoming effective and codified within Hailey's Municipal Code.

As such, the City is receptive to your request and approves an extension to the Preliminary Plat approval, with a new date set to expire on March 1, 2023. If a Final Plat Application has not been submitted and approved by this date, an additional hearing will be required to formally extend the deadline.

Should you have any additional questions, please do not hesitate to reach out.

Sincerely,

Martha Burke, Mayor
City of Hailey
115 South Main Street
Hailey, ID 83333

CC: Robyn Davis, Community Development Director
E: robyn.davis@haileycityhall.org

opal

OPAL ENGINEERING, PLLC

November 16, 2022

Robyn Davis
City of Hailey
Community Development Director
115 Main St. South
Hailey, Idaho 83333

Re: Kavanagh Condominiums Preliminary Plat Extension Request

Dear Robyn,

I am writing on behalf of Dennis Kavanagh to request a preliminary plat extension for Kavanagh Condominiums. The preliminary plat Findings of Fact ("Findings") were approved March 15, 2021. Per Chapter 16.03.030 of the City of Hailey Code, the final plat must be submitted within one year of approval of the preliminary plat. That date has past, but we would like to formally request an extension for the preliminary plat approval. The applicant has been trying to replace the roof on the structure but has not been able to find a contractor to complete the work yet. He waiting to record the final plat until that improvement is complete.

Per Condition "b" of the Findings, the applicant installed the required grading and drainage improvements under Encroachment Permit number 210083. Documentation for that installation is attached. Additionally, the applicant has obtained the attached construction cost estimates for the installation of sidewalks.

Please let me know if you have any questions or require additional information prior to the City Council's review of this extension request.

Sincerely,

Samantha Stahlnecker, P.E.
Opal Engineering, PLLC

416 S Main Street, Suite 204
PO Box 2530
Hailey, ID 83333
(208) 720-9608

**Permit #:** 210083
**Permit Date:** 07/09/21
**Permit Type:**
**WO# / BP#:** 0
**Permit Type:** Right of Way Encroachment
**New Construction or Existing Building:** Existing Building
**Permit Category:** Commercial
**Water Service Type:**
**Work Address / Location:** 1060 Mountain Dr
**Work Description:** Drywell installation
**Owner Name:** Dennis Kavanagh
**Phone:** 208-720-1726
**Email:** dennis@denniskavanagh.com
**Mailing Address:** PO Box 5956
**City:** Ketchum
**ST:** ID
**Zip:** 83340
**Work Planned Start Date:**
**Encroachment Type 1:** Drywell - Public Property
**Encroachment Type 2:**
**Encroachment Type 3:**
**Encroachment Type 4:**
**Encroachment Type - Other:**
**Utility Type 1:**
**Utility Type 2:**
**Utility Type 3:**
**Utility Type - Other:**
**Valid Until:** 01/05/2022
**Status:** Approved, Payment Received
**Assigned To:** Nancy Arellano

## Property

| Parcel # | Address | Legal Description | Owner Name | Owner Phone | Zoning |
|---|---|---|---|---|---|
| RPH04750430220 | 1060 MOUNTAIN DR | WOODSIDE SUB #70 LOT KAVANAGH | | | |

115 MAIN STREET S. SUITE H
HAILEY, ID 83333
PHONE: (208) 788-4221
FAX: (208) 788-2924

| INVOICE # | INVOICE DATE |
|---|---|
| 111843968 | 07/28/2021 |
| DUE DATE | CUSTOMER ACCOUNT NUMBER |
| 07/29/2021 | 6662 |
| AMOUNT DUE | TERMS: |
| 100.00 | Open Terms |

BILL TO:

**DENNIS KAVANAGH CONST. INC.**

PO BOX 5556
KETCHUM ID 83340

PLEASE DETACH AND RETURN THIS TOP PORTION WITH YOUR PAYMENT BY DUE DATE TO:

CITY OF HAILEY
115 S MAIN ST STE H
HAILEY, ID 83333

# INVOICE

| DESCRIPTION | QUANTITY | CHARGE | EXT. PRICE |
|---|---|---|---|
| ENCROACHMENT PERMIT DRYWELL | 1 | 100.00 | 100.00 |
| | | | 100.00 |
| | | | 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

SOARES
BUILDER

PO BOX 2818 • HAILEY, ID 83333 • PHONE 208-578-7733 • FAX 208-578-7744

# PROPOSAL

**To:** DENNIS KAVANAGH **Project:** MOUNTAIN DRIVE SIDEWALK **Date:** SEPTEMBER 14 2021

SOARES BUILDER, INC. proposes to provide all labor, materials, equipment and supervision necessary to complete the following work.

| | |
|---|---|
| GENERAL CONDITIONS | $ 100.00 |
| SIDEWALK | $ 4,500.00 |
| TOTAL PROPOSAL | $ 4,600.00 |

**QUALIFIERS:**

- GENERAL CONTRACTOR to provide job site access to SOARES BUILDER including a lay down area free of debris, water, mud and spoils to enable clear walkways, and equipment pads for crane and pump truck as needed.
- Concrete cleanout area is to be provided and concrete spoils to be cleaned by GENERAL CONTRACTOR.
- Excavation by GENERAL CONTRACTOR to meet OSHA requirements and to be + or - 1/10 foot in elevation.
- All sleeves through concrete footings, walls, and slabs to be provided/located by GENERAL CONTRACTOR.
- GENERAL CONTRACTOR to provide to the job site: temporary power, potable water, and survey controls.
- Concrete cracking and shrinkage cracks are inherent to concrete construction. SOARES BUILDER cannot be held liable for any cracks in our concrete.
- GENRAL CONTRACTOR to provide traffic control in city streets and all relating permits when required.
- GENERAL CONTRACTOR to provide 48-hour written notification of any work to be performed due to back charges.

- Proposal contingent on mutually agreed upon schedule.
- Detailed shop drawings for embed items will be provided by others.
- Items not specifically mentioned above are by others.

**EXCLUSIONS:**

- Concrete staining, coloring, and any special sack finish.
- Supervision and layout for other trades.
- Job site weather protection.
- Miscellaneous metals, embedded metals, holddowns, post bases, weldplates.
- Concrete testing.

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**PROPOSAL ACCEPTANCE**

*Signature of this Proposal constitutes acceptance of the above pricing and conditions. SOARES BUILDER is authorized to proceed with the work as specified.*

**Company:** DENNIS KAVANAGH CONSTRUCTION

**Name:** _____

**Signature:** _____ **Date:** _____

S. ERWIN
EXCAVATION, INC
P.O. Box 1112
Bellevue, ID 83313

Phone: (208)788-6346
Fax : (208)788-5732
Contractor Registration # RCE-29489

# Estimate

**#21-46**

Customer:

Dennis Kavanagh Construction, LLC
200E 8th. Street
P.O. Box 5556
Ketchum, ID 83340

Date: 9/15/2021

Estimator: Darren 208-309-2453

Project:

Woodside Shop

| DESCRIPTION | QTY | COST | TOTAL |
|---|---|---|---|
| 1. Prep for sidewalk. | | 2,000.00 | 2,000.00 |
| EXCLUSIONS:<br>Ground water control.<br>Cold weather protection.<br>Rock Excavation.<br>Soil and erosion control.<br>Removal or replacement of unstable materials.<br>Traffic control.<br>Import or placement of topsoil.<br>Final grading. | | | |
| Idaho Sales Tax | | 6.00% | 0.00 |
| **TOTAL** | | | $2,000.00 |

1. This is a cost estimate based on information and/or plans provided to S. Erwin Excavation, Inc.
2. All estimate prices are subject to change after 30 days due to changes in materials and fuel prices.
3. No import or export except stated.
4. Final costs may vary according to on site changes and actual work performed and/or materials installed.
5. Final billing shall be based upon actual work performed and materials installed.
6. There may be a fuel surcharge on trucking if Diesel fuel prices exceed $4.50/gallon.
7. There will be sales tax charged on items not previously taxed.

These specifications, prices and conditions are satisfactory and hereby accepted. S. Erwin Excavation, Inc. is authorized to perform job as specified.

Approved by Owner or Authorized Personnel _____

# FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On February 16, 2021, the Hailey Planning and Zoning Commission considered and approved a Preliminary Plat Application by Dennis and Sheree Kavanagh, represented by Galena Engineering, where an existing building on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive) is converted into a condominium plat/subdivision. The existing building would be converted into six (6) units, ranging in size from 784 sq. ft. to 1,596 sq. ft. The parcel is located within the Light Industrial (LI) Zoning District.

The Planning and Zoning Commission enters these Findings of Fact, Conclusions of Law and Decision.

## FINDINGS OF FACT

**Notice:** Notice for the public hearing was published in the Idaho Mountain Express on January 27, 2021 and mailed to property owners on January 26, 2021.

**Application:** Dennis and Sheree Kavanagh, represented by Sean Flynn of Galena Engineering, has submitted a Preliminary Plat Application for approval of a condominium plat/subdivision to an existing building located on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive).

The existing building is situated on a parcel that is 12,195 square feet (0.28 acres) in size. The Applicant proposes to divide the existing building into six (6) commercial condominium units, ranging in size from 784 sq. ft. to 1,596 sq. ft. Presently, Units 1, 2 and 3 are utilized for the Applicant's cabinet business. Units 4, 5, and 6 are structured separately and are currently being rented. The front area of the building, along Mountain Drive, has been designated as Common Area. A draft Condominium Declaration has been submitted, which addresses all commonly owned areas.

As a Condominium Conversion, pursuant Section 16.07.070 of the Hailey Municipal Code, the Preliminary Plat is not subject to Section 16.04.110 of the Hailey Municipal Code, which addresses parks, pathways, and other green spaces.

**Procedural History:** The Application was submitted on January 5, 2021 and certified complete on January 12, 2021**.** A public hearing before the Planning and Zoning Commission was on February 16, 2021, in the Council Chambers of Hailey City Hall, and virtually via GoTo Meeting.

| **Standards of Evaluation for a Subdivision** | | | | |
|---|---|---|---|---|
| **Compliant** | | | **Standards and Staff Comments** | |
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **17.06.050** | **Complete Application** |
| ☒ | ☐ | ☐ | **Department Comments** | **Engineering:** *The Public Works Department recommends that drainage and grading within the public right-of-way be improved. This has been made a Condition of Approval.*<br><br>*To ensure all items have been resolved, a final review and approval will be conducted prior to issuance of a Building Permit.* |
| | | | | **Life/Safety:** *The conversion and separation of units shall meet IFC and City* |

| | | | | |
|---|---|---|---|---|
| | | | | *Standards.* |
| | | | | **Water and Wastewater:** *No comments* |
| | | | | **Planning:** *It appears that all exterior lighting is Dark Sky compliant; however, any and all exterior lighting that does not meet City Standards shall be replaced with Dark Sky compliant fixtures. This has been made a Condition of Approval.* |
| | | | | **Building:** *No comments* |
| | | | | **Streets:** *No comments* |
| | | | | **City Arborist:** *No comments* |
| ☒ | ☐ | ☐ | **16.04.010 Development Standards** | **Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.** |
| | | | ***Staff Comments*** | *Please refer to the specific standards as noted herein.* |

## 16.04.020: Streets:

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **16.04.020** | **Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.** |
| ☒ | ☐ | ☐ | **A.** | **Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.** |
| | | | ***Staff Comments*** | *The parcel is a corner parcel and is surrounded on three (3) sides by public streets: Glenbrook Drive, Mountain Drive and Black Oak Drive. These streets are existing and can safely accommodate existing and anticipated traffic. The building is existing and there are six (6) garage bays that gain access from Mountain Drive.* |

| | | | | |
|---|---|---|---|---|
| | | | | *All other standards pertaining to Section 16.04.020: Streets, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| **16.04.030: Sidewalks and Drainage Improvements** | | | | |
| **Compliant** | | | **Standards and Staff Comments** | |
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **A.** | **Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.** |
| | | | ***Staff Comments*** | *No sidewalks are existing along the property frontage of the existing building nor within the greater area. Staff sees no need for the installation of sidewalks along the property frontage (Mountain Drive, Black Oak and Glenbrook Drive).*<br><br>*The building was constructed in 1989-1990 and it appears sidewalk in-lieu fees were never collected, as it was not required during that time. That said, Staff finds a sidewalk in-lieu payment for the property frontage appropriate. This fee shall be paid prior to recordation of Final Plat. This has been made a Condition of Approval.*<br><br>*Furthermore, the Public Works Department recommends that the Applicant improve grading and drainage within the public right-of-way. This has been made a Condition of Approval.*<br><br>*The Commission discussed and found that the payment of in-lieu fees for sidewalks along the property frontage, as well as grading and drainage improvements, to be necessary. These remain Conditions of Approval.* |
| ☒ | ☐ | ☐ | **B.** | **The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.** |
| | | | ***Staff Comments*** | *Please refer to Section 16.04.030(A) for further details. The Commission has found this standard to be met.* |
| ☒ | ☐ | ☐ | **C.** | **New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.** |
| | | | ***Staff Comments*** | *Please refer to Section 16.04.030(A) for further details. The Commission has found this standard to be met.* |
| ☐ | ☐ | ☒ | **D.** | **Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.** |
| | | | ***Staff Comments*** | *N/A. Please refer to Section 16.04.030(A) for further details and/or comments noted by City Staff. The Commission has found this standard to be met.* |
| ☐ | ☐ | ☒ | **E.** | **The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.** |
| | | | ***Staff Comments*** | *N/A* |
| **16.04.040: Alleys and Easements** | | | | |
| **Compliant** | | | **Standards and Staff Comments** | |

| Yes | No | N/A | City Code | City Standards and *Staff Comments* |
|---|---|---|---|---|
| | | | **A.** | **Alleys:** |
| ☐ | ☐ | ☒ | **A. 1.** | **Alleys shall be provided in all Business District and Limited Business District developments where feasible.** |
| | | | ***Staff Comments*** | *N/A, as the building is existing and no alleys are proposed.*<br><br>*All other standards pertaining to Section 16.04.040: Alleys and Easements, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| ☒ | ☐ | ☐ | **B.** | **Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:** |
| | | | | *An existing 5'-wide power easement runs the length of the property and around the corner to the south of Glenbrook Drive and Black Oak Drive.*<br><br>*Additionally, an existing 10'-wide snow storage easement runs the length of the property and around the corner to the south of Glenbrook Drive and Black Oak Drive.*<br><br>*The Commission has found this standard to be met.* |
| **16.04.050: Blocks** | | | | |
| **Compliant** | | | **Standards and Staff Comments** | |
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **16.04.050** | **Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.** |
| | | | ***Staff Comments*** | *All proposed blocks are shown on the Preliminary Plat. The Commission has found this standard to be met.* |
| **16.04.060: Lots** | | | | |
| **Compliant** | | | **Standards and Staff Comments** | |
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **16.04.060** | **Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.** |
| ☒ | ☐ | ☐ | **A.** | **If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.** |
| | | | ***Staff Comments*** | *The Applicant is proposing to remove the interior lot line between Lots 1 and 22 of Block 43, as the existing building sits on the lot line. By doing so, the new parcel would be more than double the minimum lot size required for the zoning district (6,000 sq. ft. is lot size the minimum in LI). The new parcel would be 12,196 sq. ft.* |

| | | | | |
|---|---|---|---|---|
| | | | | *That said, unless the existing building were demolished, no further subdivision of the parcel is possible.*<br><br>*All other standards pertaining to Section 16.04.060: Lots, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |

## 16.04.070: Orderly Development

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **A.** | **Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.** |
| | | | ***Staff Comments*** | *N/A, as the building and subdivision are existing. All other standards pertaining to Section 16.04.070: Orderly Development, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| ☐ | ☐ | ☒ | **D.** | **When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:**<br>**1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.**<br>**2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.**<br>**3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.**<br>**4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.**<br>**5. Park land shall be most appropriately located on the Contiguous Parcels.**<br>**6. Grading and drainage shall be appropriate to the Contiguous Parcels.**<br>**7. Development shall avoid easements and hazardous or sensitive natural resource areas.**<br>**The commission and council may require that any or all contiguous parcels be included in the subdivision.** |
| | | | ***Staff Comments*** | *N/A, as no contiguous parcel is owned by the Applicant. The Commission has found this standard to be met.* |

## 16.04.080: Perimeter Walls, Gates and Berms

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **16.04.080** | **The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.** |

| | | | | |
|---|---|---|---|---|
| | | | ***Staff Comments*** | *N/A, as no perimeter walls, gates or landscape berms are proposed. All other standards pertaining to Section 16.04.080: Perimeter Walls, Gates and Berms, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |

## 16.04.090: Cuts, Fills, Grading and Drainage

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **A.** | **Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.** |
| | | | ***Staff Comments*** | *N/A, as the building and subdivision are existing. The site is relatively flat and free of vegetation. No floodplain exists.*<br><br>*All other standards pertaining to Section 16.04.090: Cuts, Fills, Grading and Drainage, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |

## 16.04.100: Overlay Districts

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| | | | **A.** | **Flood Hazard Overlay District:** |
| ☐ | ☐ | ☒ | **A. 1.** | **Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.** |
| | | | ***Staff Comments*** | *N/A, as the existing parcel is not located within the Flood Hazard Overlay District.*<br><br>*All other standards pertaining to Section 16.04.100: Overlay Districts, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |

## 16.04.110: Parks, Pathways and Other Green Spaces

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **A.** | **Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.** |
| | | | ***Staff Comments*** | *As a Condominium Conversion, pursuant Section 16.07.070 of the Hailey Municipal Code, the Preliminary Plat is not subject to the Parks, Pathways and Other Green Spaces standards noted in Section 16.04.110 of the Hailey Municipal Code.*<br><br>*All other standards pertaining to Section 16.04.110: Parks, Pathways and Other Green Spaces, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |

| 16.05: Improvements Required: | | | | |
|---|---|---|---|---|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and *Staff Comments* |
| ☐ | ☐ | ☒ | **16.05.010** | **Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.** |
| | | | ***Staff Comments*** | *N/A, as the building is existing and all infrastructure is in place.*<br><br>*All other standards pertaining to Section 16.05: Improvements Required, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| **16.05.020: Streets, Sidewalks, Lighting, Landscaping** | | | | |
| ☐ | ☐ | ☒ | **16.05.020** | **Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.** |
| | | | ***Staff Comments*** | *N/A, as all public infrastructure is existing.*<br><br>*All other standards pertaining to Section 16.05.020: Streets, Sidewalks, Lighting, and Landscaping, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| **16.05.030: Sewer Connections** | | | | |
| ☐ | ☐ | ☒ | **16.05.030** | **Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.** |
| | | | ***Staff Comments*** | *N/A, as all sewer connections are existing.*<br><br>*All other standards pertaining to Section 16.05.030: Sewer Connections, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| **16.05.040: Water Connections** | | | | |

| | | | | |
|---|---|---|---|---|
| ☐ | ☐ | ☒ | **A.** | **Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.** |
| | | | ***Staff Comments*** | *N/A, as all water connections are existing.*<br><br>*All other standards pertaining to Section 16.05.040: Water Connections, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| **16.05.050: Drainage** | | | | |
| ☐ | ☐ | ☒ | **16.05.050** | **Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *N/A, as the building, subdivision and streets are existing.*<br><br>*All other standards pertaining to Section 16.05.050: Drainage, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| **16.05.060: Utilities** | | | | |
| ☐ | ☐ | ☒ | **16.05.060** | **Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.** |
| | | | ***Staff Comments*** | *N/A, as all utilities are in place.*<br><br>*All other standards pertaining to Section 16.05.060: Utilities, which are not listed below, have been met and/or are not applicable.*<br><br>*The Commission has found this standard to be met.* |
| **16.05.070: Parks, Green Space** | | | | |
| ☒ | ☐ | ☐ | **16.05.070** | **Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.** |
| | | | ***Staff Comments*** | *Please refer to Section 16.04.110 for further detail. The Commission has found this standard to be met.* |
| **16.05.080: Installation to Specifications; Inspections** | | | | |
| ☐ | ☐ | ☒ | **16.05.080** | **Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the City engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.** |

| | | | | |
|---|---|---|---|---|
| | | | ***Staff Comments*** | *N/A, as no new construction or improvements are proposed. The Commission has found this standard to be met.* |
| **16.05.090: Completion; Inspections; Acceptance** | | | | |
| ☐ | ☐ | ☒ | **A.** | **Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.** |
| | | | ***Staff Comments*** | *N/A, as no new construction or improvements are proposed; however, if infrastructure improvements take place, this standard shall be met.*<br><br>*The Commission has found this standard to be met.* |
| ☐ | ☐ | ☒ | **B.** | **The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *N/A, as all major infrastructure is complete. The Commission has found this standard to be met.* |
| **16.05.100: As Built Plans and Specifications** | | | | |
| ☒ | ☐ | ☐ | **16.05.100** | **As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the City engineer. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *If any improvements are installed, as built drawings will be required. This standard will be met. The Commission has found this standard to be met.* |

## 16.07: Condominiums

| **Compliant** | | | **Standards and Staff Comments** | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **16.07.020** | **Plat Procedure: The developer of a condominium project shall submit with the preliminary plat application, as required by this title, a copy of the proposed bylaws and condominium declarations of the proposed condominium development. The documents shall adequately provide for the control (including billing, where applicable, and maintenance of all common utilities, common area, recreational facilities and green space. The developer may submit a final plat application following inspection and approval by the building inspector of the footings and setbacks of the condominium building. Prior to final plat approval, the developer shall submit to the City a copy of the final bylaws and condominium declarations to be recorded with the county recorder, including the instrument number(s) under which each document was recorded. (Ord. 1191, 2015).** |
| | | | ***Staff Comments*** | *A copy of the Condominium Declarations has been submitted. The Commission suggested that the Applicant include provisions within the declaration that outline specific design standards for the new owners to follow when 'sprucing' up their exterior space. Though the Commission did not require this of the Applicant, it is strongly encouraged.*<br><br>*The City has not and will not in the future determine the enforceability or validity of the Declaration of Covenants, Conditions, and Restrictions or other private agreements.* |

| | | | | |
|---|---|---|---|---|
| | | | | *The Commission has found this standard to be met.* |
| ☒ | ☐ | ☐ | **16.07.030** | **Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific condominium units on the condominium plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the condominium project. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *The building is existing and has six (6) garage bays, which all gain access off of Mountain Drive. All garages are located within the principal building. That said, the garage bays are not typical garages. Each bay opens to a larger work area, and though they could be utilized as a traditional garage space, they are utilized as work areas and not for the storage of vehicles.*<br><br>*The Commission has found this standard to be met.* |
| ☒ | ☐ | ☐ | **16.07.040** | **Storage, Parking Areas: Condominium projects shall provide parking spaces according to the requirements of Title 17, Chapter 17.09 of this code. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *Per Title 17, Section 17.09.040.01, Condominium units require 1.5 parking spaces per unit. The existing building has six (6) units; therefore, nine (9) onsite parking spaces are required.*<br><br>*The existing building has six (6) garage bays or at least one (1) parking space within each bay. Additionally, it is assumed that one (1) onsite space is available in front of each bay. The total onsite parking spaces, based on the information above, is 12 parking spaces.*<br><br>*The Commission has found this standard to be met.* |
| ☒ | ☐ | ☐ | **16.07.050** | **Construction Standards: All condominium project construction shall be in accordance with the IBC, IRC and IFC. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *The building is existing and was constructed in accordance with the IBC, IRC and IFC Requirements in place at that time.*<br><br>*The Commission has found this standard to be met.* |
| ☒ | ☐ | ☐ | **16.07.060** | **General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium developments. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *Upon meeting the proposed Conditions of Approval, the proposed Application does not appear to conflict with other provisions.*<br><br>*The Commission has found this standard to be met.* |
| ☒ | ☐ | ☐ | **16.07.070** | **Conversion: The conversion by subdivision of existing units into condominiums shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *Please refer to Section 16.04.110 for further information. The Commission has found this standard to be met.* |

## CONCLUSIONS OF LAW

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

1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Subdivision Ordinance,

was given for the public hearing.

2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.

## DECISION

The Preliminary Plat Application by Dennis and Sheree Kavanagh, represented by Galena Engineering, where an existing building on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive) is converted into a condominium plat/subdivision, has been approved, and meets the standards of approval set forth in the Hailey Municipal Code, and is recommended for approval by the Hailey Planning and Zoning Commission, subject to the following conditions, (a) through (l), as noted below:

a) All Fire Department and Building Department requirements shall be met.
b) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required.
    i. The Applicant shall improve grading and drainage within the public right-of-way. Final plans shall be approved by the Public Works Department prior to construction.
c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Hailey Municipal Code.
d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
e) Any Subdivision Inspection fees due shall be paid prior to recording the Final Plat.
f) Any Application Development fees shall be paid prior to recording the Final Plat.
g) The Applicant shall pay sidewalk in-lieu fees for the property frontage (Mountain Drive, Black Oak and Glenbrook Drive) which shall be paid prior to recordation of Final Plat.
h) All new and existing exterior lighting shall comply with the Outdoor Lighting requirements according to 17.08C.
i) Billing and utility payment information shall be addressed in the Condominium Declarations.
j) Commonly owned areas shall be addressed in the Condominium Declarations.
k) All provisions of the Hailey Municipal Code, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey's Municipal Code at the time of the new use.
l) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a Phasing Agreement.

Signed this 15 day of March, 2021.

/s/ Janet Fugate
_____
Janet Fugate, Planning & Zoning Commission Chair

Attest:

_____
Jessie Parker, Community Development Assistant

A PRELIMINARY PLAT SHOWING

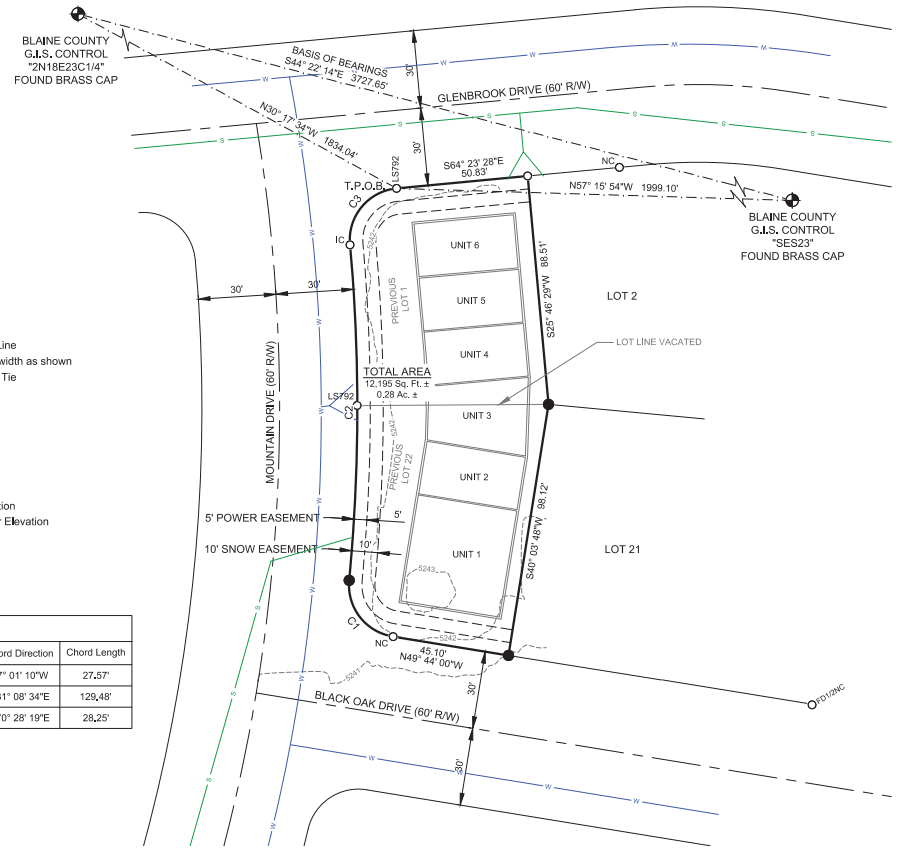
# KAVANAGH CONDOMINIUMS

WHEREIN THE BUILDING ON LOTS 1 & 22, BLOCK 43, WOODSIDE SUBD. NO. 10 IS CONVERTED INTO CONDOMINIUMS
LOCATED WITHIN SECTION 23, T.2N., R.18E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

JANUARY 2021

30 15 0 30 60 90
SCALE IN FEET

SCALE: 1" = 30'




## LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- Vacated Property Line
- Easement, type & width as shown
- Blaine County GIS Tie
- Building Unit Tie
- W — Water Main
- S — Sewer Main
- 1' Contour Interval
- Found Brass Cap
- Found 1/2" Rebar
- Set 5/8" Rebar
- CE = Ceiling Elevation
- FF = Finished Floor Elevation
- IC = Illegible Cap
- NC = No Cap

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C1 | 30.41' | 20.00' | 087°07'21" | N7° 01' 10"W | 27.57' |
| C2 | 129.66' | 705.00' | 010°32'15" | N31° 08' 34"E | 129.48' |
| C3 | 31.37' | 20.00' | 089°52'47" | N70° 28' 19"E | 28.25' |

## SURVEY NARRATIVE & NOTES

1. The purpose of this map is to show the monuments found and set during the boundary retracement of Lots 1 & 22, Block 43, Woodside Subdivision Final Plat No. 10. The boundary shown is based on found monuments and the plat of Woodside Subdivision Final Plat No. 10, Instrument Number 152505, records of Blaine County, Idaho. The missing monuments were reset by proportioning record chord data between found monuments. Vertical Datum is NAVD 1988.
2. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
3. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
4. Horizontal or sloping planes shown hereon are top of finished floor and bottom of finished ceiling: vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
5. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
6. All area outside of units that is not designated as limited common is common area. Areas of "common" or "limited common" are shown by diagram.
7. Building ties are to the interior corners of unit walls.
8. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
9. The current zoning is LI. Refer to the City of Hailey Zoning Ordinance for specific information about this zone.
10. The owner is Dennis Kavanagh. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

## CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.

PROFESSIONAL LAND SURVEYOR LICENSED 16670 STATE OF IDAHO MARK E. PHILLIPS
PRELIMINARY

MARK E. PHILLIPS, P.L.S. 16670

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

Date

South Central District Health Dept., EHS

SEE PAGE 2 FOR UNIT DIMENSIONS

KAVANAGH CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 3
Job No. 8023

A PRELIMINARY PLAT SHOWING

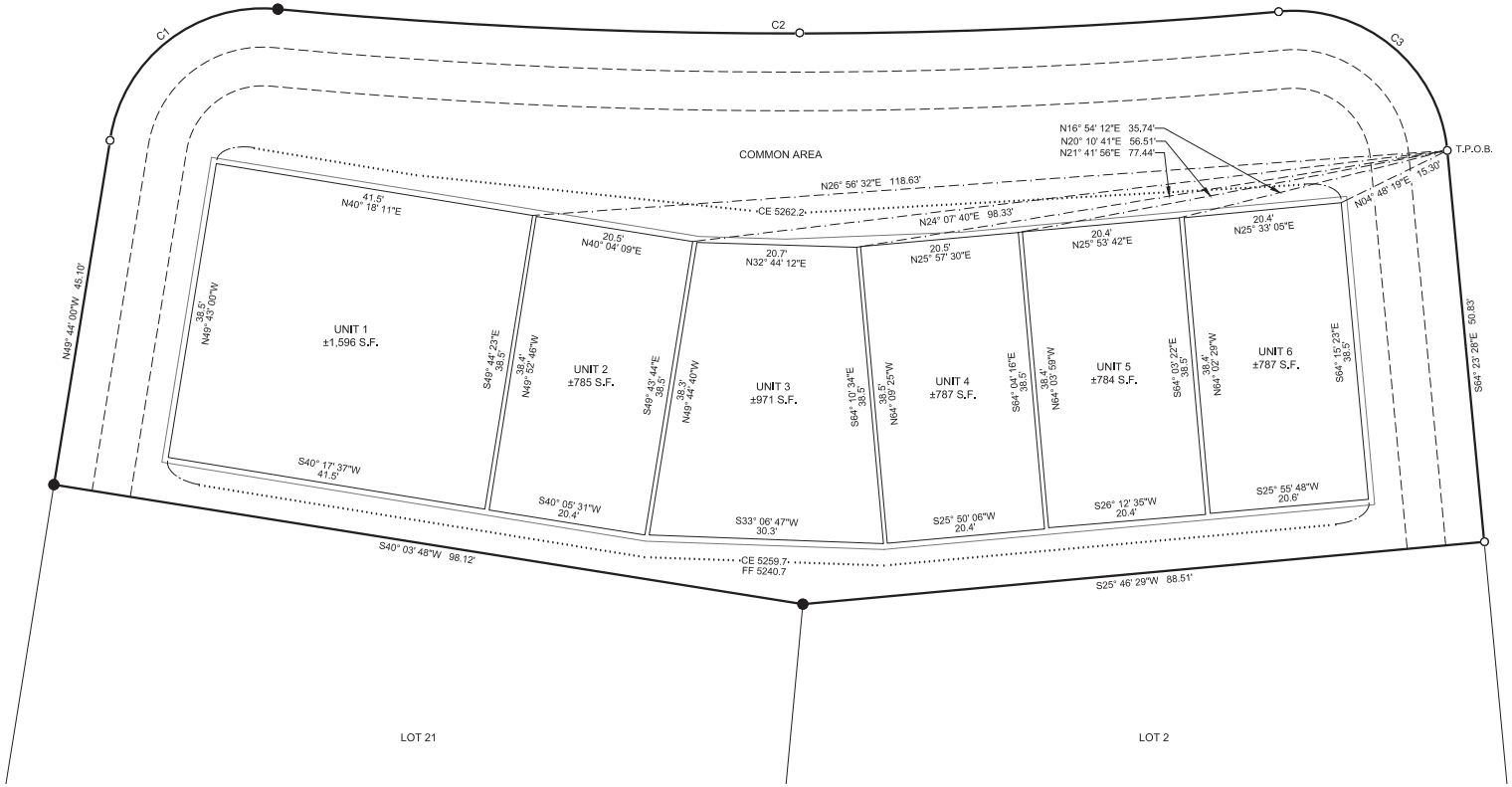
# KAVANAGH CONDOMINIUMS

JANUARY 2021

10 5 0 10 20 30

SCALE IN FEET

SCALE: 1" = 10'




SEE PAGE 1 FOR LEGEND AND NOTES

KAVANAGH CONDOMINIUMS

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 2 OF 3
Job No. 8023

Return to Agenda

**AGENDA ITEM SUMMARY**

**DATE:** 11/28/2022 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

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**SUBJECT**: Motion to approve the Findings of Fact, Conclusion of Law, and Decision for the Final Plat Application by Elevation Builders to subdivide the Duplex Lot at 550 Doc's Hickory Drive (Lot 4, Block 6, Old Cutters Subdivision Duplex Lot) into two (2) Townhouse Sublots, each comprising of 0.115-acre. The project is located within the General Residential (GR) Zoning District.

---

**AUTHORITY**: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code Title 16, subdivision (IFAPPLICABLE)

- ---

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**: The subject parcel was platted as a Duplex Lot during the creation of the Old Cutters Subdivision. Since then, the municipal infrastructure for the subdivision was built and the Applicant built two (2) attached townhomes or Townhouse Units on the lot. The Applicant now seeks to divide the subject Lot 4 into Sublots 4A and 4B, so that the Townhouse Units may be sold separately. The Townhouse Units are subject to the Old Cutters Homeowners' Association CC&R's, as well as the attached Party Wall Declaration.

The Planning & Zoning Commission held a public hearing and approved the Applicant's Preliminary Plat Application, per the Short Plat Procedure in Section 16.03.040 of the Municipal Code. The Final Plat Application was submitted on October 18, 2022, then considered and approved by the Hailey City Council during a public hearing on November 14, 2022.

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**: Caselle #_____

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

Estimated Hours Spent to Date: Estimated Completion Date:

Staff Contact: Lisa Horowitz Phone # 788-9815 #13

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| __ _ | City Attorney | ___ | City Administrator | __X | Engineer | ___ | Building |
| ___ | Library | __X | Planning | ___ | Fire Dept. | ___ | _____ |
| ___ | Safety Committee | __X | P & Z Commission | ___ | Police | ___ | _____ |
| ___ | Streets | __X | Public Works, Parks | ___ | Mayor | ___ | _____ |

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

Motion to approve the Findings of Fact, Conclusion of Law, and Decisions for the Final Plat Application by Elevation Builders to subdivide the Duplex Lot at 550 Doc's Hickory Drive (Lot 4, Block 6, Old Cutters Subdivision Duplex Lot) into two (2) Townhouse Sublots, each comprising of 0.115-acre. The project is located within the General Residential (GR) Zoning District.

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**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 # _____

# FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On November 14, 2022, the Hailey City Council considered and approved a Final Plat Application by Elevation Builders to subdivide the Duplex Lot at 550 Doc's Hickory Drive (Lot 4, Block 6, Old Cutters Subdivision Duplex Lot) into two (2) Townhouse Sublots, each comprising of 0.115-acre. The project is located within the General Residential (GR) Zoning District.

## FINDINGS OF FACT

**Notice:** On November 14, 2022 the Hailey City Council held a public hearing at which time the Final Plat Application was considered and approved. A notice for that public hearing was published in the Idaho Mountain Express and mailed to property owners within 300 feet on the same day, October 26, 2022.

**Application:** Throughout the development of the Old Cutters Subdivision, the City and Developers have sought to create diverse housing opportunities by platting lots for single-family residences, cottages, and townhouses/duplexes. As such, the project parcel in this application was platted as a Duplex Lot.

As it is stated in Section 16.01, the term Duplex is broadly defined as "a multiple-family dwelling containing two (2) dwelling units." As such, a Townhouse Development of two (2) Townhouse Units may qualify as a Duplex. The definitions for Townhouse Units, Sublots, and Developments are more specific and applicable to the structures on the project parcel (see Section 17.02 of the Hailey Municipal Code).

Given the aforementioned terms and definitions, the Applicant adheres to the intended density for the Duplex Lot— two (2) dwelling units have been built on the project parcel.

**Procedural History:** The Planning & Zoning Commission held a public hearing and approved the Applicant's Preliminary Plat Application, per the Short Plat Procedure in Section 16.03.040 of the Municipal Code. The Final Plat Application was submitted on October 18, 2022, then considered and approved by the Hailey City Council during a public hearing on November 14, 2022.

| **Standards of Evaluation for a Subdivision** | | | | |
|---|---|---|---|---|
| **Compliant** | | | **Standards and Staff Comments** | |
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **17.06.050** | **Complete Application** |
| ☒ | ☐ | ☐ | **Department Comments** | **Engineering:** *No comments* |
| | | | | **Life/Safety:** *No comments* |
| | | | | **Water and Wastewater:** *No comments* |
| | | | | **Building:** *No comments* |
| | | | | **Streets:** *No comments* |
| ☒ | ☐ | ☐ | **16.04.010** | **Applicability: The configuration and development of proposed subdivisions shall** |

| | | | | |
|---|---|---|---|---|
| | | | **Development Standards** | **be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.** |
| | | | ***Staff Comments*** | *This project accords with the goals of the Old Cutters Subdivision and Hailey's Comprehensive Plan.*<br><br>*The Council found that the Applicant met this standard.* |
| **16.04.020: Streets:** | | | | |
| **Compliant** | | | **Standards and Staff Comments** | |
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **16.04.020** | **Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.** |
| ☐ | ☐ | ☒ | **A.** | **Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.** |
| | | | ***Staff Comments*** | *N/A – The public streets are existing.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B.** | **Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **C.** | **Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **D.** | **Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.** |
| | | | ***Staff Comments*** | *N/A* |

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| ☐ | ☐ | ☒ | **E.** | **Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **F.** | **Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **G.** | **Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **H.** | **Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.** |
| ☐ | ☐ | ☒ | ***Staff Comments*** | *N/A* |
| | | | **I.** | **Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm water Discharge from Construction Activity" for all construction activity affecting more than one acre.** |
| ☐ | ☐ | ☒ | ***Staff Comments*** | *N/A* |
| | | | **J.** | **Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.** |
| ☐ | ☐ | ☒ | ***Staff Comments*** | *N/A* |
| | | | **K.** | **Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.** |
| ☐ | ☐ | ☒ | ***Staff Comments*** | *N/A* |
| | | | **L.** | **Private Streets:** |
| ☐ | ☐ | ☒ | **L. 1.** | **Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no** |

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| | | | | **Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **L. 2.** | **Private streets, wherever possible, shall provide interconnection with other public streets and private streets.** |
| ☐ | ☐ | ☒ | ***Staff Comments*** | *N/A* |
| | | | **L. 3.** | **The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **L. 4.** | **Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **L. 5.** | **Private streets shall have adequate and unencumbered 10-foot-wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **L. 6.** | **Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (*e.g.*, between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10'x20') if angle parking, or ten feet by twenty-four feet (10'x24') if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.** |
| | | | ***Staff Comments*** | *N/A* |
| | | | **M.** | **a) Driveways:** |
| ☐ | ☐ | ☒ | **M. 1.** | **Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (*e.g.*, no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.** |
| | | | ***Staff Comments*** | *The Old Cutters Subdivision requires that all driveways come from the alley, where existing. Two separate driveways provide vehicular access to the duplex lot/sublots via the existing alley.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **M. 2.** | **Driveways shall be constructed with an all-weather surface and shall have the** |

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| | | | | **following minimum roadway widths:**<br>**a) Accessing one residential unit: twelve feet (12')**<br>**b) Accessing two residential units: sixteen feet (16')**<br>**No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.** |
| | | | ***Staff Comments*** | *N/A – Driveways are in place and have been constructed with an all-weather surface. The minimum roadway widths above have been met.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **M. 3.** | **Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **M. 4.** | **Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.** |
| | | | ***Staff Comments*** | *It appears that the driveways will be maintained by the property owners; however, the Applicant Team can confirm.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **M. 5.** | **a) The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.** |
| | | | ***Staff Comments*** | *N//A* |
| ☒ | ☐ | ☐ | **M. 6.** | **No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **N.** | **Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **O.** | **Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.** |
| | | | ***Staff Comments*** | *N/A* |

## 16.04.030: Sidewalks and Drainage Improvements

| **Compliant** | | | **Standards and Staff Comments** | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **A.** | **Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.** |
| | | | ***Staff Comments*** | *All adjacent streets have sidewalks. The sidewalk widths comply with the* |

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| | | | | *standards noted in Section 18.06.012.C: Mobility Design.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **B.** | **The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.** |
| | | | ***Staff Comments*** | *See Section 16.04.030(A).*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **C.** | **New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.** |
| | | | ***Staff Comments*** | *See Section 16.04.030(A).*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **D.** | **Sites located adjacent to a public street or private street that are not currently through streets, regardless of whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.** |
| | | | ***Staff Comments*** | *See Section 16.04.030(A).*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **E.** | **The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.** |
| | | | ***Staff Comments*** | *N/A* |

## 16.04.040: Alleys and Easements

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| | | | **A.** | **Alleys:** |
| ☐ | ☐ | ☒ | **A. 1.** | **Alleys shall be provided in all Business District and Limited Business District developments where feasible.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **A. 2.** | **The minimum width of an alley shall be twenty-six (26') feet.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A. 3.** | **All alleys shall be dedicated to the public or provide for public access.** |
| | | | ***Staff Comments*** | *There is an existing 26'-wide alley adjacent to the proposed sublots. All access will remain from the alley.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **A. 4.** | **All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.** |
| | | | ***Staff Comments*** | *N/A – The alley is existing, and all infrastructure has been installed. This standard has been met.* |

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| | | | | *The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A. 5.** | **Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **A. 6.** | **Dead-end alleys shall not be allowed.** |
| | | | ***Staff Comments*** | *N/A – This is not a dead-end alley, and no additional alleys are proposed.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A. 7.** | **Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B.** | **Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:** |
| ☒ | ☐ | ☐ | **B. 1.** | **To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot-wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.** |
| | | | ***Staff Comments*** | *Though the proposed subdivision does not border the Big Wood River, the following easements are shown on the proposed plat:*<br>1. *A 10'-wide Public Utility Easement along the property frontage of proposed Sublot 1 and Sublot 2.*<br>2. *A 4'-wide Snow Storage Easement along the property frontage of proposed Sublot 1 and Sublot 2.*<br>3. *A 5'-wide Snow Storage Easement along the rear property lines of proposed Sublot 1 and Sublot 2, and adjacent to the existing alley.*<br><br>*Per City Staff recommendation, the Applicant recommended added the following note to the proposed Final Plat:* |

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| | | | | 10. Recorded Documents that may apply also include;<br>317964 – Notes, Easements and Restrictions on Plat of Drexler Ranch Subdivision<br>423951 – Notes, Easements and Restrictions on Plat of A Replat of Drexler Ranch Subdivision<br>534732 – Hailey Ordinance No. 939, Annexing<br>534733 – Annexation, Services, and Development Agreement<br>557818, 567326, 622285, & 623363 – Amended Annexation, Services, and Development Agreement<br>546901 – Easement Agreement<br>546902 – Phasing Agreement<br>548869, 548870 – Hiawatha Canal/Old Cutters Subdivision Maintenance Agreement<br>549327 – Old Cutters North Entrance Agreement<br>553633 – Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments & liens<br>607932, 608314, 623217, 629902<br>553634 – Notes, Easements, Restrictions on Plat of Old Cutters Subdivision<br>623363 – Release of Plat note No. 22<br>556970 – Water Delivery System Maintenance<br>630142 – Water Delivery System Maintenance and Cost Sharing Agreement<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B. 2.** | **To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision. The project is not near the Big Wood River, City Staff does not see a need for a new riparian preservation nor river access easement on the project site.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **B. 3.** | **To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.** |
| | | | ***Staff Comments*** | *Snow storage easements have been delineated on the Civil Plans. The plat shows a 4'-wide Snow Storage Easement along all property frontages of the proposed sublots, as well as a 5'-wide Snow Storage Easement to the rear of the property and adjacent the existing alley.*<br><br>*The Council found that the Applicant met this standard.* |

| 16.04.050: Blocks | | | | |
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| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and *Staff Comments* |
| ☒ | ☐ | ☐ | 16.04.050 | **Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.** |
| | | | ***Staff Comments*** | *All existing and/or proposed blocks are shown on the Preliminary Plat.*<br><br>*The Council found that the Applicant met this standard.* |

| 16.04.060: Lots | | | | |
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| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | City Code | City Standards and *Staff Comments* |
| ☒ | ☐ | ☐ | 16.04.060 | **Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.** |
| ☒ | ☐ | ☐ | **A.** | **If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.** |
| | | | ***Staff Comments*** | *N/A – This standard does not apply to sublots.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B.** | **Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot-wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **C.** | **No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **D.** | **A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The "flagpole" portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The "flagpole" shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not** |

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| | | | | **allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **E.** | **All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Section 16.04.020 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.** |
| | | | ***Staff Comments*** | *The proposed Townhouse Sublots have frontages greater than 12 feet, the required driveway width for one (1) residential unit. Additionally, they have frontage on a public street, Doc's Hickory Drive.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **F.** | **In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e., lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.** |
| | | | ***Staff Comments*** | *N/A* |

## 16.04.070: Orderly Development

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **A.** | **Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.** |
| | | | ***Staff Comments*** | *N/A – A phasing plan is neither proposed nor required for the proposed short plat.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **B.** | **<u>Agreement:</u> Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **C.** | **<u>Mitigation of Negative Effects:</u> No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:**<br>**a) Provision of on-site or off-site street or intersection improvements.**<br>**b) Provision of other off-site improvements.**<br>**c) Dedications and/or public improvements on property frontages.**<br>**d) Dedication or provision of parks or green space.**<br>**e) Provision of public service facilities.**<br>**f) Construction of flood control canals or devices.**<br>**g) Provisions for ongoing maintenance.** |
| | | | ***Staff Comments*** | *The proposed short plat will not influence any of the aforementioned considerations (a-g), primarily because two (2) townhouses are already built on the project parcel. The division of the project Duplex Lot into two* |

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| | | | | *(2) Townhouse Sublots will not change the density nor the traffic projected for the neighborhood.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **D.** | **When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:**<br>***1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.***<br>***2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.***<br>***3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.***<br>***4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.***<br>***5. Park land shall be most appropriately located on the Contiguous Parcels.***<br>***6. Grading and drainage shall be appropriate to the Contiguous Parcels.***<br>***7. Development shall avoid easements and hazardous or sensitive natural resource areas.***<br>**The commission and council may require that any or all contiguous parcels be included in the subdivision.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision. The project Duplex Lot specifically addresses the Community Housing goals for the neighborhood.*<br><br>*The Council found that the Applicant met this standard.* |

## 16.04.080: Perimeter Walls, Gates and Berms

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **16.04.080** | **The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.** |
| | | | ***Staff Comments*** | *N/A – The proposed project does not include any type of perimeter wall nor gate.*<br><br>*The Council found that the Applicant met this standard.* |

## 16.04.090: Cuts, Fills, Grading and Drainage

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **A.** | **Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the** |

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| | | | | **Zoning Ordinance.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A. 1.** | **A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A. 2.** | **A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:**<br>**b) Proposed contours at a maximum of two (2) foot contour intervals;**<br>**c) Cut and fill banks in pad elevations;**<br>**d) Drainage patterns;**<br>**e) Areas where trees and/or natural vegetation will be preserved;**<br>**f) Location of all street and utility improvements including driveways to building envelopes; and**<br>**g) Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| | | | **B.** | **Design Standards: The proposed subdivision shall conform to the following design standards:** |
| ☐ | ☐ | ☒ | **B. 1.** | **Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.** |
| | | | **Staff Comments** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision, and the construction of the existing townhouses.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B. 2.** | **Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision, during which the project site was identified as beneficial for Community Housing.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B. 3.** | **Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the** |

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| | | | | **construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision, and the construction of the existing Townhouses.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B. 4.** | **Where cuts, fills or other excavation are necessary, the following development standards shall apply:**<br>**b) Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.**<br>**c) Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).**<br>**d) Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability.**<br>**e) Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.**<br>**f) Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision, and the construction of the existing Townhouses.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B. 5.** | **The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water Discharge from Construction Activity" for all construction activity affecting more than one acre.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision, and the construction of the existing Townhouses.*<br><br>*The Council found that the Applicant met this standard.* |

## 16.04.100: Overlay Districts

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| | | | **A.** | **Flood Hazard Overlay District:** |
| ☐ | ☐ | ☒ | **A. 1.** | **Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.** |
| | | | ***Staff Comments*** | *N/A – The proposed short plat is not located within the Flood Hazard Overlay District.* |

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| | | | | *The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A. 2.** | **Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.** |
| | | | ***Staff Comments*** | *N/A – The proposed short plat is not located within the Flood Hazard Overlay District.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A. 3.** | **Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.** |
| | | | ***Staff Comments*** | *N/A – The proposed short plat is not located adjacent to the Big Wood River or its tributaries.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B.** | **Hillside Overlay District:** |
| ☐ | ☐ | ☒ | **B. 1.** | **Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 17.04N, of the Hailey Municipal Code.** |
| | | | ***Staff Comments*** | *N/A – The proposed short plat is not located within the Hillside Overlay District.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B. 2.** | **Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.** |
| | | | ***Staff Comments*** | *N/A – The proposed short plat is not located within the Hillside Overlay District.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B. 3.** | **All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.** |
| | | | ***Staff Comments*** | *N/A – The proposed project site already contains two (2) built Townhouses.*<br><br>*The Council found that the Applicant met this standard.* |

## 16.04.110: Parks, Pathways and Other Green Spaces

| Compliant | | | Standards and Staff Comments | |
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| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☐ | ☐ | ☒ | **A.** | **Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| | | | **A. 1.** | **Parks:** |

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| ☐ | ☐ | ☒ | **A. 1. a.** | **The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:**<br><br>**P = x multiplied by .0277**<br><br>**"P" is the Parks contribution in acres**<br><br>**"x" is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, "x" is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.** |
| | | | ***Staff Comments*** | *See Section 16.04.110(A).*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A.1.b** | **In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.** |
| | | | ***Staff Comments*** | *N/A – The proposed short plat is located in the General Residential (GR) Zoning District.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A. 2.** | **Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.** |
| | | | ***Staff Comments*** | *See Section 16.04.110 (A).*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B.** | **Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:**<br>**a) By the same individual(s) or entity(is), including but not limited to corporation(s), partnership(s), limited liability company(is) or trust(s), or**<br>**b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(is) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies),**<br>**c) Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units.** |

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| | | | | d) **Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.** |
| | | | ***Staff Comments*** | *N/A – These issues were covered in the full development of the Old Cutters Subdivision and does not apply specifically to the subject parcel.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **C.** | **Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| | | | **D.** | **Minimum Requirements:** |
| ☐ | ☐ | ☒ | **D. 1.** | **Private Green Space: Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision, the proposed short plat does not add to nor change any private green space in the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **D. 2.** | **Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **D. 3.** | **Mini Park: A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **D. 4.** | **Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place.** |

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| | | | | **Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **D. 5.** | **Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **E.** | **Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):** |
| ☒ | ☐ | ☐ | **E. 1.** | **Shall meet the minimum applicable requirements required by Subsection D of this section.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **E. 2.** | **Shall provide safe and convenient access, including ADA standards.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **E. 3.** | **Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **E. 4.** | **Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **E. 5.** | **Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **E. 6.** | **Shall require low maintenance or provide for maintenance or maintenance endowment.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **F.** | **Specific Pathway Standards: All Pathways shall meet the following criteria for** |

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| | | | | **development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):** |
| ☒ | ☐ | ☐ | **F. 1.** | **Shall meet the minimum applicable requirements required by Subsection D of this section.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **F. 2.** | **Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.** |
| | | | ***Staff Comments*** | *N/A* |
| | | | **G.** | **Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):** |
| ☒ | ☐ | ☐ | **G. 1.** | **Shall meet the minimum applicable requirements required by subsection D of this section.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **G. 2.** | **Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).** |
| | | | ***Staff Comments*** | *N/A – This standard was addressed in the development of the Old Cutters Subdivision, the proposed short plat does not add to nor change any private green space in the Old Cutters Subdivision.* |
| ☒ | ☐ | ☐ | **G. 3.** | **The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **G. 4.** | **The private ownership and maintenance of green space shall be adequately provided for by written agreement.** |
| | | | ***Staff Comments*** | *Maintenance shall be managed and funded by the Subdivision's HOA, if private space is proposed.*<br><br>*The Council found that the Applicant met this standard.* |
| | | | **H.** | **In-Lieu Contributions:** |
| ☐ | ☐ | ☒ | **H. 1.** | **After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **H. 2.** | **The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (*e.g.*, square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (*e.g.*, $/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in subsections E4 and E5 of this section. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **H. 3.** | **Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the** |

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| | | | | **Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.** |
| | | | ***Staff Comments*** | *N/A* |
| ☐ | ☐ | ☒ | **H. 4.** | **In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.** |
| | | | ***Staff Comments*** | *N/A* |

## 16.05: Improvements Required:

| Compliant | | | Standards and Staff Comments | |
|---|---|---|---|---|
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **16.05.010** | **Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.** |
| | | | ***Staff Comments*** | *The Applicant intends to construct all necessary infrastructure, according to City Standards.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **A.** | **Plans Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.** |
| | | | ***Staff Comments*** | *This standard will be met.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **B.** | **Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.** |
| | | | ***Staff Comments*** | *This standard will be met.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **C.** | **Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a** |

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| | | | | **period of two years.** |
| | | | ***Staff Comments*** | *This standard will be met.*<br><br>*The Council found that the Applicant met this standard.* |
| **16.05.020: Streets, Sidewalks, Lighting, Landscaping** | | | | |
| ☐ | ☐ | ☒ | **16.05.020** | **Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.** |
| | | | ***Staff Comments*** | *N/A – All mobility and utility infrastructure, which is required for the project site, exists in place.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **A.** | **Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *See Section 16.05.020.* |
| ☐ | ☐ | ☒ | **B.** | **Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.** |
| | | | ***Staff Comments*** | *See Section 16.05.020.* |
| ☐ | ☐ | ☒ | **C.** | **Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIIIB of the Hailey Zoning Ordinance.** |
| | | | ***Staff Comments*** | *See Section 16.05.020.* |
| **16.05.030: Sewer Connections** | | | | |
| ☐ | ☐ | ☒ | **16.05.030** | **Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.** |
| | | | ***Staff Comments*** | *N/A – All sewer infrastructure, which is required for the project site, exists in place.*<br><br>*The Council found that the Applicant met this standard.* |

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| **16.05.040: Water Connections** | | | | |
| ☐ | ☐ | ☒ | **A.** | **Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.** |
| | | | ***Staff Comments*** | *N/A – All water infrastructure, which is required for the project site, exists in place.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B.** | **Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.** |
| | | | ***Staff Comments*** | *N/A* |
| **16.05.050: Drainage** | | | | |
| ☐ | ☐ | ☒ | **16.05.050** | **Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *N/A – All drainage infrastructure, which is required for the project site, exists in place.*<br><br>*The Council found that the Applicant met this standard.* |
| **16.05.060: Utilities** | | | | |
| ☐ | ☐ | ☒ | **16.05.060** | **Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.** |
| | | | ***Staff Comments*** | *N/A – All utility infrastructure, which is required for the project site, exists in place.*<br><br>*The Council found that the Applicant met this standard.* |
| **16.05.070: Parks, Green Space** | | | | |
| ☐ | ☐ | ☒ | **16.05.070** | **Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.** |
| | | | ***Staff Comments*** | *Please refer to Section 16.04.110 for further detail.*<br><br>*The Council found that the Applicant met this standard.* |

| 16.05.080: Installation to Specifications; Inspections | | | | |
|---|---|---|---|---|
| ☐ | ☐ | ☒ | **16.05.080** | **Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the City engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.** |
| | | | ***Staff Comments*** | *N/A – All installations that are required for the project site exist in place.*<br><br>*The Council found that the Applicant met this standard.* |
| **16.05.090: Completion; Inspections; Acceptance** | | | | |
| ☒ | ☐ | ☐ | **A.** | **Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.** |
| | | | ***Staff Comments*** | *This standard shall be met.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **B.** | **The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *N/A* |
| **16.05.100: As Built Plans and Specifications** | | | | |
| ☒ | ☐ | ☐ | **16.05.100** | **As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the City engineer. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *As built drawings will be required. This standard will be met.*<br><br>*The Council found that the Applicant met this standard.* |

| 16.08: Townhouses: | | | | |
|---|---|---|---|---|
| **Compliant** | | | **Standards and Staff Comments** | |
| **Yes** | **No** | **N/A** | **City Code** | **City Standards and *Staff Comments*** |
| ☒ | ☐ | ☐ | **16.08.010** | **Plat Procedure: The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *The Applicant has submitted a Party Wall Declaration for the existing townhomes.* |

| | | | | |
|---|---|---|---|---|
| | | | | *The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **16.08.020** | **Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *No garages have been shown on the plat. That said, it is expected that all garages, if proposed, be located on the same sublot as the principal dwelling. This standard shall be met.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **16.08.030** | **Storage, Parking Areas: Residential townhouse developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *At this time, no onsite parking has been delineated. Upon further development of a site plan, this standard shall be met.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **16.08.040** | **Construction Standards: All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *This standard shall be met.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **16.08.050** | **General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *This standard shall be met.*<br><br>*The Council found that the Applicant met this standard.* |
| ☒ | ☐ | ☐ | **16.08.060** | **Expiration: Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015).** |
| | | | ***Staff Comments*** | *This standard will be met.* |

| | | | | |
|---|---|---|---|---|
| | | | | *The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **16.08.070** | **Conversion: The conversion by subdivision of existing units into townhouses shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *N/A* |
| ☒ | ☐ | ☐ | **16.08.080** | **Density: The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)** |
| | | | ***Staff Comments*** | *The proposed parcel is zoned General Residential (GR), which allows for ten (10) units per one (1) acre. Two (2) sublots and only one (1) dwelling unit per sublot is proposed.*<br><br>*The Council found that the Applicant met this standard.* |
| ☐ | ☐ | ☒ | **16.11.010** | **Exceptions: Whenever the tract to be subdivided is, in the shape or size, or is surrounded by such development or unusual conditions that the strict application of the requirements contained herein would result in real difficulties and substantial hardships or injustices, the council may vary or modify such requirements by making findings for their decision so that the developer is allowed to develop his property in a reasonable manner, while ensuring that the public welfare and interests of the city and surrounding area are protected and the general intent and spirit of this title are preserved. As used in this section, the phrase "real difficulties and substantial hardships or injustices" shall apply only to situations where strict application of the requirements of this title will deny to the developer the reasonable and beneficial use of the property in question, and not in situations where the developer establishes only that exceptions will allow more financially feasible or profitable subdivision. (Ord. 1191, 2015).** |
| | | | ***Staff Comments*** | *N/A* |

## CONCLUSIONS OF LAW AND DECISION

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

1) Adequate notice, pursuant to Title 17, Section 17.06.040(D), was given.
2) The project is in general conformance with the Hailey Comprehensive Plan.
3) The project does not jeopardize the health, safety, or welfare of the public.
4) Upon compliance with the conditions set forth, the project conforms to the Hailey Municipal Code and City Standards.

The Final Plat Application by Elevation Builders to subdivide the Duplex Lot at 550 Doc's Hickory Drive (Lot 4, Block 6, Old Cutters Subdivision Duplex Lot) into two (2) Townhouse Sublots, each comprising of 0.115-acre, meets the standards of approval set forth in the Hailey Municipal Code, and is approved by the Hailey City Council, subject to the following conditions, (a) through (g):

a) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements: None.

b) All City infrastructure requirements shall be met as outlined in Title 16, 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required.
c) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
d) The Final Plat must be submitted within three (3) calendar years from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.
e) Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat.
f) Any Application Development Fees shall be paid prior to recordation Final Plat.
g) The Applicant shall add the note, as referenced in Section 16.04.040.B., as a plat note.

**PASSED BY THE HAILEY CITY COUNCIL** and approved by the mayor this ___ day of _____, 2022.

_____
Martha Burke, Mayor, City of Hailey

Attest:

_____
Mary Cone, City Clerk

Return to Agenda

## AGENDA ITEM SUMMARY

**DATE 11/28/2022** **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** MHC

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**SUBJECT**

**C**ouncil Approval of Claims costs incurred during the month of October 2022 that are set to be paid by contract for November 2022.

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

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**BACKGROUND**:

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

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

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**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.

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**:

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

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

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**FOLLOW UP NOTES:**

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Transmittal

Includes unprinted checks

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee | Payee ID | Amount |
|---|---|---|---|---|---|---|
| 11/17/2022 | CDPT | 11/22/2022 | 53904 | AFLAC | 1 | -425.47 |
| 11/17/2022 | CDPT | 11/22/2022 | 53906 | DELTA DENTAL PLAN OF I | 2 | -3,398.12 |
| 11/17/2022 | CDPT | 11/22/2022 | 53909 | NCPERS GROUP LIFE INS | 6 | -120.00 |
| 11/17/2022 | CDPT | 11/22/2022 | 112396 | PERSI | 7 | -35,882.73 |
| 11/17/2022 | CDPT | 11/22/2022 | 112395 | MOUNTAIN WEST BANK | 8 | -36,378.55 |
| 11/17/2022 | CDPT | 11/22/2022 | 53907 | IDAHO STATE TAX COMMI | 9 | -4,950.00 |
| 11/17/2022 | CDPT | 11/22/2022 | 112394 | A.W. REHN & ASSOCIATE | 21 | -1,061.08 |
| 11/17/2022 | CDPT | 11/22/2022 | 53911 | VSP | 26 | -628.59 |
| 11/17/2022 | CDPT | 11/22/2022 | 53905 | CHILD SUPPORT RECEIP | 36 | -436.94 |
| 11/17/2022 | CDPT | 11/22/2022 | 53908 | IDAHO STATE TAX COMMI | 38 | -207.34 |
| 11/17/2022 | CDPT | 11/22/2022 | 53910 | REGENCE BLUE SHIELD | 3 | -43,517.70 |
| 11/17/2022 | PC | 11/23/2022 | 112322 | CARRILLO-SALAS, DALIA | 8209 | -1,380.46 |
| 11/17/2022 | PC | 11/23/2022 | 112323 | CONE, MARY M HILL | 8009 | -1,710.55 |
| 11/17/2022 | PC | 11/23/2022 | 112324 | HOROWITZ, LISA | 8049 | -2,858.98 |
| 11/17/2022 | PC | 11/23/2022 | 112325 | POMERLEAU, JENNIFER | 8207 | -1,382.76 |
| 11/17/2022 | PC | 11/23/2022 | 112326 | STOKES, BECKY | 8013 | -2,137.52 |
| 11/17/2022 | PC | 11/23/2022 | 112327 | TRAN, TUYEN | 8205 | -1,189.12 |
| 11/17/2022 | PC | 11/23/2022 | 112328 | VIDAILLET, DENISE MARIA | 8216 | -374.71 |
| 11/17/2022 | PC | 11/23/2022 | 112329 | DAVIS, ROBYN K | 8060 | -1,636.64 |
| 11/17/2022 | PC | 11/23/2022 | 112330 | JOHNSON, MICHELE | 8110 | -623.86 |
| 11/17/2022 | PC | 11/23/2022 | 112331 | NIED, PAIGE CULLINAN | 8112 | -1,725.72 |
| 11/17/2022 | PC | 11/23/2022 | 112332 | OSBORN, CECELIA M | 8221 | -1,711.57 |
| 11/17/2022 | PC | 11/23/2022 | 112333 | PARKER, JESSICA L | 8111 | -1,689.67 |
| 11/17/2022 | PC | 11/23/2022 | 112334 | BALEDGE, MICHAEL S | 9054 | -2,371.82 |
| 11/17/2022 | PC | 11/23/2022 | 112335 | BOATMAN, MICHAEL L | 9006 | -220.54 |
| 11/17/2022 | PC | 11/23/2022 | 112336 | DITMORE, KEVIN D | 9145 | -1,784.74 |
| 11/17/2022 | PC | 11/23/2022 | 112337 | ERVIN, CHRISTIAN C | 8185 | -1,922.93 |
| 11/17/2022 | PC | 11/23/2022 | 112338 | HOOVER, JAMES THOMA | 9047 | -1,809.96 |
| 11/17/2022 | PC | 11/23/2022 | 112339 | MAYNE, EARL JAMES | 9124 | -166.23 |
| 11/17/2022 | PC | 11/23/2022 | 112340 | MURPHY, JOSHUA Z | 9011 | -135.98 |
| 11/17/2022 | PC | 11/23/2022 | 112341 | PALLAS, MARTIN L | 9111 | -122.34 |
| 11/17/2022 | PC | 11/23/2022 | 112342 | STOCKING, WINDI G | 9023 | -499.47 |
| 11/17/2022 | PC | 11/23/2022 | 112343 | VINCENT, BRIAN A | 9113 | -137.14 |
| 11/17/2022 | PC | 11/23/2022 | 112344 | YEAGER, KAITLYN R | 9117 | -92.35 |
| 11/17/2022 | PC | 11/23/2022 | 112345 | CROTTY, JOSHUA M | 8283 | -1,281.70 |
| 11/17/2022 | PC | 11/23/2022 | 112346 | DABNEY, LEE A DONAHUE | 1008078 | -294.21 |
| 11/17/2022 | PC | 11/23/2022 | 112347 | DeKLOTZ, ELISE | 8200 | -801.50 |
| 11/17/2022 | PC | 11/23/2022 | 112348 | DREWIEN, LYNETTE M | 1008271 | -1,568.48 |
| 11/17/2022 | PC | 11/23/2022 | 112349 | FLETCHER, KRISTIN M | 8122 | -1,451.24 |
| 11/17/2022 | PC | 11/23/2022 | 112350 | GALVIN, EMILIE AURORA | 8294 | -127.44 |
| 11/17/2022 | PC | 11/23/2022 | 112351 | GRIGSBY, MICHAL J | 8114 | -1,180.48 |
| 11/17/2022 | PC | 11/23/2022 | 112352 | HARDING, CHARLOTTE E | 8293 | -187.00 |
| 11/17/2022 | PC | 11/23/2022 | 112353 | MILLS, CAITLYN A | 8061 | -1,436.44 |
| 11/17/2022 | PC | 11/23/2022 | 112354 | PRIMROSE, LAURA A | 8102 | -818.98 |
| 11/17/2022 | PC | 11/23/2022 | 112355 | YTURRI, ERIN | 8123 | -1,533.52 |
| 11/17/2022 | PC | 11/23/2022 | 112356 | LAPOINTE, JAMES M | 8116 | -1,396.77 |
| 11/17/2022 | PC | 11/23/2022 | 112357 | BALLIS, MORGAN RICHAR | 8213 | -1,896.78 |
| 11/17/2022 | PC | 11/23/2022 | 112358 | CERVANTES, GUSTAVO A | 8215 | -1,851.12 |
| 11/17/2022 | PC | 11/23/2022 | 112359 | COX, CHARLES F | 8161 | -2,499.77 |
| 11/17/2022 | PC | 11/23/2022 | 112360 | ENGLAND, STEVE J | 8143 | -2,628.26 |
| 11/17/2022 | PC | 11/23/2022 | 112361 | JONES, KYLIE MELETIA | 8155 | -1,683.74 |
| 11/17/2022 | PC | 11/23/2022 | 112362 | LEOS, CHRISTINA M | 8012 | -1,928.98 |
| 11/17/2022 | PC | 11/23/2022 | 112363 | LINDERMAN, JEREMIAH C | 8163 | -1,940.35 |

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee | Payee ID | Amount |
|---|---|---|---|---|---|---|
| 11/17/2022 | PC | 11/23/2022 | 112364 | LUNA, JOSE | 8145 | -2,115.83 |
| 11/17/2022 | PC | 11/23/2022 | 112365 | PECK, TODD D | 8167 | -2,926.93 |
| 11/17/2022 | PC | 11/23/2022 | 112366 | RAGUSA, TIMOTHY BRUC | 1008190 | -1,956.78 |
| 11/17/2022 | PC | 11/23/2022 | 112367 | WALLACE, SHAWNA R | 8108 | -2,001.26 |
| 11/17/2022 | PC | 11/23/2022 | 112368 | WELLS, PRESTON DANIE | 8150 | -1,400.77 |
| 11/17/2022 | PC | 11/23/2022 | 112369 | ARELLANO, NANCY | 8005 | -1,435.31 |
| 11/17/2022 | PC | 11/23/2022 | 112370 | MARES, MARIA C | 8251 | -1,285.31 |
| 11/17/2022 | PC | 11/23/2022 | 112371 | WILLIAMS, EMILY ANNE | 8023 | -1,707.72 |
| 11/17/2022 | PC | 11/23/2022 | 112372 | YEAGER, BRIAN D | 8107 | -2,215.01 |
| 11/17/2022 | PC | 11/23/2022 | 112373 | DOMKE, RODNEY F | 8097 | -1,607.88 |
| 11/17/2022 | PC | 11/23/2022 | 112374 | JOHNSTON, JAIMEY P | 8243 | -1,914.74 |
| 11/17/2022 | PC | 11/23/2022 | 112375 | KRECZKOWSKI, JOHN PA | 8105 | -1,498.06 |
| 11/17/2022 | PC | 11/23/2022 | 112376 | MOATS, ZAKARY S | 8174 | -1,448.15 |
| 11/17/2022 | PC | 11/23/2022 | 112377 | NEUFELD, MICHAEL S | 8227 | -144.26 |
| 11/17/2022 | PC | 11/23/2022 | 112378 | SAVAGE, JAMES L | 8204 | -1,535.79 |
| 11/17/2022 | PC | 11/23/2022 | 112379 | SCHWARZ, STEPHEN K | 8226 | -2,414.35 |
| 11/17/2022 | PC | 11/23/2022 | 112380 | WEST III, KINGSTON R | 8234 | -2,050.12 |
| 11/17/2022 | PC | 11/23/2022 | 112381 | AMBRIZ, JOSE L | 7023 | -2,075.75 |
| 11/17/2022 | PC | 11/23/2022 | 112382 | ELLSWORTH, BRYSON D | 8285 | -2,359.24 |
| 11/17/2022 | PC | 11/23/2022 | 112383 | HOLYOAK, STEVEN R | 8036 | -1,817.00 |
| 11/17/2022 | PC | 11/23/2022 | 112384 | PARKER, MICHAEL J | 8506 | -1,451.99 |
| 11/17/2022 | PC | 11/23/2022 | 112385 | RACE, MICHAEL DENNIS | 8070 | -705.55 |
| 11/17/2022 | PC | 11/23/2022 | 112386 | SHOTSWELL, DAVE O | 7044 | -1,829.64 |
| 11/17/2022 | PC | 11/23/2022 | 112387 | VAUGHN, TYREL KINCADE | 7050 | -1,367.58 |
| 11/17/2022 | PC | 11/23/2022 | 112388 | BALDWIN, MERRITT JAME | 8286 | -1,752.07 |
| 11/17/2022 | PC | 11/23/2022 | 112389 | BALIS, MARVIN C | 8225 | -1,942.63 |
| 11/17/2022 | PC | 11/23/2022 | 112390 | GARRISON, SHANE | 1008048 | -1,470.89 |
| 11/17/2022 | PC | 11/23/2022 | 112391 | HOLTZEN, KURTIS L | 8072 | -1,857.63 |
| 11/17/2022 | PC | 11/23/2022 | 112392 | PETERSON, TRAVIS T | 8121 | -1,191.16 |
| 11/17/2022 | PC | 11/23/2022 | 112393 | VINCENT, BRIAN A | 1008071 | -1,459.08 |
| Grand Totals: | | | | | | -232,136.82 |
| | | | 83 | | | |

Includes the following check types:
Manual, Payroll, Supplemental, Termination, Transmittal
Includes unprinted checks

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **4683 8X8 INC** | | | | | | | | | | | |
| 363248 | 1 | #3632480 Polycom Business media phone - Baledge | Invoice | 11/15/2022 | 11/28/2022 | 262.38 | 262.38 | 100-55-41713 | | 1122 | 1 |
| Total 4683 8X8 INC: | | | | | | 262.38 | 262.38 | | | | |
| **1532 AIRGAS USA LLC** | | | | | | | | | | | |
| 913151 | 1 | #9131513863 BATTERIES FOR GAS SENSORS W | Invoice | 10/28/2022 | 11/28/2022 | 500.72 | 500.72 | 210-70-41747 | | 1122 | 1 |
| Total 1532 AIRGAS USA LLC: | | | | | | 500.72 | 500.72 | | | | |
| **176 ALLINGTON, RICK** | | | | | | | | | | | |
| 186 | 1 | Attorney Fees | Invoice | 12/01/2022 | 12/01/2022 | 4,018.75 | 4,018.75 | 100-25-41313 | | 1222 | 1 |
| OCT/N | 1 | Oct. Nov & Dec New agmnt diff for Attorney Fees | Invoice | 11/28/2022 | 11/28/2022 | 602.76 | 602.76 | 100-25-41313 | | 1122 | 1 |
| Total 176 ALLINGTON, RICK: | | | | | | 4,621.51 | 4,621.51 | | | | |
| **1913 AMAZON CAPITAL SERVICES** | | | | | | | | | | | |
| 146Q- | 1 | WINTER GEAR, PARTS FOR HEADWORKS | Invoice | 11/07/2022 | 11/28/2022 | 391.79 | 391.79 | 210-70-41419 | | 1122 | 1 |
| 19DF-V | 1 | 19DF-VPPV-9PNX - youth library supplies/cricut | Invoice | 11/13/2022 | 11/28/2022 | 120.26 | 120.26 | 100-45-41215 | | 1122 | 1 |
| 1F1V-L | 1 | 1F1V-L4TT-XQ6G 11.12.22 MSD COLLECTION | Invoice | 11/12/2022 | 11/28/2022 | 68.64 | 68.64 | 100-45-41535 | | 1122 | 1 |
| 1P6D-7 | 1 | #1P6D-73C1-TDY3 WASP BARCODE FOR TICKET | Invoice | 11/20/2022 | 11/28/2022 | 57.98 | 57.98 | 100-25-41215 | | 1122 | 1 |
| Total 1913 AMAZON CAPITAL SERVICES: | | | | | | 638.67 | 638.67 | | | | |
| **5013 AMERICAN TOWER CORPORATION** | | | | | | | | | | | |
| 409999 | 1 | DELLA MT TOWER RENTAL 11/01/2022 409999611 | Invoice | 11/01/2022 | 11/28/2022 | 726.96 | 726.96 | 200-60-41713 | | 1122 | 1 |
| 409999 | 2 | DELLA MT TOWER RENTAL 11/01/2022 409999611 | Invoice | 11/01/2022 | 11/28/2022 | 39.76 | 39.76 | 100-42-41713 | | 1122 | 1 |
| 409999 | 3 | DELLA MT TOWER RENTAL 11/01/2022 409999611 | Invoice | 11/01/2022 | 11/28/2022 | 39.76 | 39.76 | 200-42-41713 | | 1122 | 1 |
| 409999 | 4 | DELLA MT TOWER RENTAL 11/01/2022 409999611 | Invoice | 11/01/2022 | 11/28/2022 | 39.76 | 39.76 | 210-42-41713 | | 1122 | 1 |
| 409999 | 1 | DELLA MT TOWER RENTAL 11/01/2022 409999612 | Invoice | 11/01/2022 | 11/28/2022 | 12.50 | 12.50 | 200-60-41713 | | 1122 | 1 |
| 409999 | 2 | DELLA MT TOWER RENTAL 11/01/2022 409999612 | Invoice | 11/01/2022 | 11/28/2022 | 4.17 | 4.17 | 100-42-41713 | | 1122 | 1 |
| 409999 | 3 | DELLA MT TOWER RENTAL 11/01/2022 409999612 | Invoice | 11/01/2022 | 11/28/2022 | 4.17 | 4.17 | 200-42-41713 | | 1122 | 1 |
| 409999 | 4 | DELLA MT TOWER RENTAL 11/01/2022 409999612 | Invoice | 11/01/2022 | 11/28/2022 | 4.16 | 4.16 | 210-42-41713 | | 1122 | 1 |
| Total 5013 AMERICAN TOWER CORPORATION: | | | | | | 871.24 | 871.24 | | | | |
| **215 ARNOLD MACHINERY COMPANY** | | | | | | | | | | | |
| PX100 | 1 | PX1000262-1 O-RING, WASER, SEALING KIT RET | Invoice | 06/02/2022 | 06/27/2022 | 328.51- | 328.51- | 100-40-41405 | | 622 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Total 215 ARNOLD MACHINERY COMPANY : | | | | | | 328.51- | 328.51- | | | | |
| **4706 BLUE 360* MEDIA** | | | | | | | | | | | |
| IN2206 | 1 | #IN2206162663 IDAHO 2022 CRIMINAL TRAFFIC L | Invoice | 07/25/2022 | 11/28/2022 | 93.93 | 93.93 | 100-25-41215 | | 1122 | 1 |
| Total 4706 BLUE 360* MEDIA: | | | | | | 93.93 | 93.93 | | | | |
| **6051 CENTURY LINK** | | | | | | | | | | | |
| 616379 | 1 | 9814 260B long distance | Invoice | 11/01/2022 | 11/28/2022 | 1.83 | 1.83 | 100-15-41713 | | 1122 | 1 |
| 616379 | 2 | 9814 260B long distance | Invoice | 11/01/2022 | 11/28/2022 | 1.83 | 1.83 | 200-15-41713 | | 1122 | 1 |
| 616379 | 3 | 9814 260B long distance | Invoice | 11/01/2022 | 11/28/2022 | 1.83 | 1.83 | 210-15-41713 | | 1122 | 1 |
| 616379 | 4 | 9814 260B long distance | Invoice | 11/01/2022 | 11/28/2022 | 1.83 | 1.83 | 100-25-41713 | | 1122 | 1 |
| 616379 | 5 | 9814 260B long distance | Invoice | 11/01/2022 | 11/28/2022 | 1.83 | 1.83 | 100-20-41713 | | 1122 | 1 |
| 616379 | 6 | 9814 260B long distance- 33.33% | Invoice | 11/01/2022 | 11/28/2022 | .60 | .60 | 100-42-41713 | | 1122 | 1 |
| 616379 | 7 | 9814 260B long distance- 33.33% | Invoice | 11/01/2022 | 11/28/2022 | .60 | .60 | 200-42-41713 | | 1122 | 1 |
| 616379 | 8 | 9814 260B long distance- 33.33% | Invoice | 11/01/2022 | 11/28/2022 | .61 | .61 | 210-42-41713 | | 1122 | 1 |
| 616379 | 9 | 2211 125B LONG DIST- TREATMENT PLANT | Invoice | 11/01/2022 | 11/28/2022 | .91 | .91 | 210-70-41713 | | 1122 | 1 |
| 616379 | 10 | 2211 125B LONG DIST- Water Dept | Invoice | 11/01/2022 | 11/28/2022 | .91 | .91 | 200-60-41713 | | 1122 | 1 |
| 616379 | 11 | 3147 220B LONG DISTANCE: FIRE DEPT | Invoice | 11/01/2022 | 11/28/2022 | 1.83 | 1.83 | 100-55-41713 | | 1122 | 1 |
| 616379 | 12 | 5965-737B LONG DIST- STREET SHOP | Invoice | 11/01/2022 | 11/28/2022 | 1.83 | 1.83 | 100-40-41713 | | 1122 | 1 |
| Total 6051 CENTURY LINK: | | | | | | 16.44 | 16.44 | | | | |
| **5702 CINTAS** | | | | | | | | | | | |
| 413602 | 1 | #4136020101 UNIFORM SERVICES WW | Invoice | 11/01/2022 | 11/28/2022 | 182.07 | 182.07 | 210-70-41703 | | 1122 | 1 |
| 413675 | 1 | #4136755859 UNIFORM SERVIES WW | Invoice | 11/08/2022 | 11/28/2022 | 182.07 | 182.07 | 210-70-41703 | | 1122 | 1 |
| 413750 | 1 | #4137505317 UNIFORM SERVICES WW | Invoice | 11/15/2022 | 11/28/2022 | 182.07 | 182.07 | 210-70-41703 | | 1122 | 1 |
| 413809 | 1 | #4138099101 UNIFORM SERVICES WW | Invoice | 11/21/2022 | 11/28/2022 | 182.07 | 182.07 | 210-70-41703 | | 1122 | 1 |
| 513231 | 1 | 5132312787 FIRST AID REFILL | Invoice | 11/09/2022 | 11/28/2022 | 123.18 | 123.18 | 100-40-41215 | | 1122 | 1 |
| Total 5702 CINTAS: | | | | | | 851.46 | 851.46 | | | | |
| **644 CITY OF HAILEY PETTY CASH** | | | | | | | | | | | |
| 584239 | 1 | POLICE ID FOR WELLS/JONES | Invoice | 10/26/2022 | 11/28/2022 | 10.00 | 10.00 | 100-25-41215 | | 1122 | 1 |
| Total 644 CITY OF HAILEY PETTY CASH: | | | | | | 10.00 | 10.00 | | | | |
| **893 CONCRETE CONSTRUCTION SUPPLY** | | | | | | | | | | | |
| S40401 | 1 | S4001 SKATEPARK SIKA-FLEX 1A LIMESTONE | Invoice | 09/28/2022 | 11/28/2022 | 234.00 | 234.00 | 100-50-41403 | | 1122 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| S40721 | 1 | #S40721 FIBERLOK FOR MANHOLES WW | Invoice | 11/02/2022 | 11/28/2022 | 180.00 | 180.00 | 210-70-41403 | | 1122 | 1 |
| Total 893 CONCRETE CONSTRUCTION SUPPLY: | | | | | | 414.00 | 414.00 | | | | |
| **337 COPY & PRINT LLC** | | | | | | | | | | | |
| 124698 | 1 | 124698 POSTER, FOAMBOARD, LAMINATION | Invoice | 11/11/2022 | 11/28/2022 | 324.98 | 324.98 | 100-40-41403 | | 1122 | 1 |
| 8877 | 1 | #8877 Library Case Copy Paper | Invoice | 11/10/2022 | 11/28/2022 | 57.50 | 57.50 | 100-45-41215 | | 1122 | 1 |
| Total 337 COPY & PRINT LLC: | | | | | | 382.48 | 382.48 | | | | |
| **2808 CORE & MAIN LP** | | | | | | | | | | | |
| R61191 | 1 | #R611916 FOAM PLUG FOR MAIN LINE VALVES | Invoice | 11/02/2022 | 11/28/2022 | 168.40 | 168.40 | 200-60-41403 | | 1122 | 1 |
| R61191 | 2 | #R611916 10" COOUPLERS | Invoice | 11/02/2022 | 11/28/2022 | 1,477.80 | 1,477.80 | 200-60-41403 | | 1122 | 1 |
| R61191 | 3 | #R611916 8" COUPLERS | Invoice | 11/02/2022 | 11/28/2022 | 1,025.90 | 1,025.90 | 200-60-41403 | | 1122 | 1 |
| R62835 | 1 | #R628353 2" METERS | Invoice | 11/02/2022 | 11/28/2022 | 3,303.09 | 3,303.09 | 200-60-41403 | | 1122 | 1 |
| R77090 | 1 | #R770901 METER GASKETS AND BOLT PACKS | Invoice | 11/02/2022 | 11/28/2022 | 105.86 | 105.86 | 200-60-41403 | | 1122 | 1 |
| R77090 | 2 | #R770901 VALVE BOX RISERS | Invoice | 11/02/2022 | 11/28/2022 | 1,122.41 | 1,122.41 | 200-60-41403 | | 1122 | 1 |
| Total 2808 CORE & MAIN LP: | | | | | | 7,203.46 | 7,203.46 | | | | |
| **6354 DAVIDSON SALES & ENGINEERING, INC** | | | | | | | | | | | |
| 54437 | 1 | #54437 CL2 ANALYSER PANNEL | Invoice | 10/25/2022 | 11/28/2022 | 5,688.00 | 5,688.00 | 200-60-41401 | | 1122 | 1 |
| Total 6354 DAVIDSON SALES & ENGINEERING, INC: | | | | | | 5,688.00 | 5,688.00 | | | | |
| **8553 ELLSWORTH, BRYSON** | | | | | | | | | | | |
| 101248 | 1 | REIMBURSEMENT FOR PROPANE FOR HEADWO | Invoice | 11/16/2022 | 11/28/2022 | 144.13 | 144.13 | 210-70-41719 | | 1122 | 1 |
| Total 8553 ELLSWORTH, BRYSON: | | | | | | 144.13 | 144.13 | | | | |
| **3094 ENERGY LABORATORIES, INC.** | | | | | | | | | | | |
| 514058 | 1 | #514058 LAB TESTING WW | Invoice | 10/31/2022 | 11/28/2022 | 90.00 | 90.00 | 210-70-41795 | | 1122 | 1 |
| Total 3094 ENERGY LABORATORIES, INC.: | | | | | | 90.00 | 90.00 | | | | |
| **50376 FERGUSON ENTERPRISES #3007** | | | | | | | | | | | |
| 093876 | 1 | #0938763 BUSHING/COUPLER WW | Invoice | 10/12/2022 | 11/28/2022 | 10.88 | 10.88 | 210-70-41421 | | 1122 | 1 |
| Total 50376 FERGUSON ENTERPRISES #3007: | | | | | | 10.88 | 10.88 | | | | |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1584 FIRST BANKCARD - BALEDGE** | | | | | | | | | | | |
| 111-081 | 1 | Amazon order # 111-0810740-2053817 office supplie | Invoice | 09/28/2022 | 11/28/2022 | 23.98 | 23.98 | 100-55-41211 | | 1122 | 1 |
| 111-557 | 1 | Amazon order# 111-5573126-3361031 tools and sup | Invoice | 09/27/2022 | 11/28/2022 | 359.91 | 359.91 | 100-55-41215 | | 1122 | 1 |
| 114-07 | 1 | Amazon order # 114-0765925-5559454 office supplie | Invoice | 09/28/2022 | 11/28/2022 | 24.16 | 24.16 | 100-55-41211 | | 1122 | 1 |
| 114-52 | 1 | Amaxon order # 114-5253191-3451400 radio cables | Invoice | 10/18/2022 | 11/28/2022 | 54.00 | 54.00 | 100-55-41417 | | 1122 | 1 |
| 114-74 | 1 | Amazon order # 114-7424242-0383455 office supplie | Invoice | 09/28/2022 | 11/28/2022 | 156.97 | 156.97 | 100-55-41211 | | 1122 | 1 |
| 601763 | 1 | BK radio order # 425840 radio | Invoice | 10/03/2022 | 11/28/2022 | 763.20 | 763.20 | 100-55-41417 | | 1122 | 1 |
| Total 1584 FIRST BANKCARD - BALEDGE: | | | | | | 1,382.22 | 1,382.22 | | | | |
| **5372 FIRST BANKCARD - CONE** | | | | | | | | | | | |
| 173741 | 1 | 10/11/22 17374168 YEAGER - ANNUAL TRANSPOR | Invoice | 10/11/2022 | 11/28/2022 | 11.66 | 11.66 | 100-42-41723 | | 1122 | 1 |
| 173741 | 2 | 10/11/22 17374168 YEAGER - ANNUAL TRANSPOR | Invoice | 10/11/2022 | 11/28/2022 | 11.67 | 11.67 | 200-42-41723 | | 1122 | 1 |
| 173741 | 3 | 10/11/22 17374168 YEAGER - ANNUAL TRANSPOR | Invoice | 10/11/2022 | 11/28/2022 | 11.67 | 11.67 | 210-42-41723 | | 1122 | 1 |
| 233351 | 1 | GODADDY WEBSITE SECURITY | Invoice | 09/30/2022 | 11/28/2022 | 443.92 | 443.92 | 100-15-41515 | | 1122 | 1 |
| 233351 | 2 | GODADDY WEBSITE SECURITY | Invoice | 09/30/2022 | 11/28/2022 | 443.92 | 443.92 | 200-15-41515 | | 1122 | 1 |
| 233351 | 3 | GODADDY WEBSITE SECURITY | Invoice | 09/30/2022 | 11/28/2022 | 443.92 | 443.92 | 210-15-41515 | | 1122 | 1 |
| 235038 | 1 | GODADDY WEBSITE SECURITY VPS REN | Invoice | 10/18/2022 | 11/28/2022 | 17.66 | 17.66 | 100-15-41515 | | 1122 | 1 |
| 235038 | 2 | GODADDY WEBSITE SECURITY VPS REN | Invoice | 10/18/2022 | 11/28/2022 | 17.66 | 17.66 | 200-15-41515 | | 1122 | 1 |
| 235038 | 3 | GODADDY WEBSITE SECURITY VPS REN | Invoice | 10/18/2022 | 11/28/2022 | 17.67 | 17.67 | 210-15-41515 | | 1122 | 1 |
| E0100 | 1 | E0100KL9XQ MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 13.29 | 13.29 | 100-15-41515 | | 1122 | 1 |
| E0100 | 2 | E0100KL9XQ MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 13.29 | 13.29 | 200-15-41515 | | 1122 | 1 |
| E0100 | 3 | E0100KL9XQ MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 13.29 | 13.29 | 210-15-41515 | | 1122 | 1 |
| E0100 | 1 | E0100KL9XR MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 3.56- | 3.56- | 100-15-41515 | | 1122 | 1 |
| E0100 | 2 | E0100KL9XR MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 3.56- | 3.56- | 200-15-41515 | | 1122 | 1 |
| E0100 | 3 | E0100KL9XR MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 3.56- | 3.56- | 210-15-41515 | | 1122 | 1 |
| E0100 | 1 | E0100KLNVR MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 20.43- | 20.43- | 100-15-41515 | | 1122 | 1 |
| E0100 | 2 | E0100KLNVR MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 20.43- | 20.43- | 200-15-41515 | | 1122 | 1 |
| E0100 | 3 | E0100KLNVR MICROSOFT LICENSES | Invoice | 11/19/2022 | 11/28/2022 | 20.42- | 20.42- | 210-15-41515 | | 1122 | 1 |
| INV202 | 1 | INV20221020100524564 CALLINGPOST | Invoice | 10/20/2022 | 11/28/2022 | 22.66 | 22.66 | 100-15-41323 | | 1122 | 1 |
| INV202 | 2 | INV20221020100524564 CALLINGPOST | Invoice | 10/20/2022 | 11/28/2022 | 22.66 | 22.66 | 200-15-41323 | | 1122 | 1 |
| INV202 | 3 | INV20221020100524564 CALLINGPOST | Invoice | 10/20/2022 | 11/28/2022 | 22.66 | 22.66 | 210-15-41323 | | 1122 | 1 |
| Total 5372 FIRST BANKCARD - CONE: | | | | | | 1,455.64 | 1,455.64 | | | | |
| **5429 FIRST BANKCARD - DREWIEN** | | | | | | | | | | | |
| 011436 | 1 | Library Staff Training -JCrotty | Invoice | 10/07/2022 | 11/28/2022 | 45.00 | 45.00 | 100-45-41723 | | 1122 | 1 |
| 011455 | 1 | Library Staff Training - CMills | Invoice | 10/12/2022 | 11/28/2022 | 45.00 | 45.00 | 100-45-41723 | | 1122 | 1 |
| 011456 | 1 | Library Staff Training - LPrimrose | Invoice | 10/12/2022 | 11/28/2022 | 45.00 | 45.00 | 100-45-41723 | | 1122 | 1 |
| 011497 | 1 | Library Staff Training - MGrigsby | Invoice | 10/21/2022 | 11/28/2022 | 45.00 | 45.00 | 100-45-41723 | | 1122 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 016669 | 1 | Grocery Outlet - Teen Halloween Pumpkin Carving | Invoice | 10/19/2022 | 11/28/2022 | 87.13 | 87.13 | 100-45-41326 | | 1122 | 1 |
| 101420 | 1 | Iconoclast Book Purchase-Local Author of Raminals | Invoice | 10/11/2022 | 11/28/2022 | 22.88 | 22.88 | 100-45-41535 | | 1122 | 1 |
| 1156-8 | 1 | Library Staff Training - EYturri | Invoice | 10/14/2022 | 11/28/2022 | 45.00 | 45.00 | 100-45-41723 | | 1122 | 1 |
| 1967-8 | 1 | Library Staff Training - LDabney | Invoice | 10/12/2022 | 11/28/2022 | 45.00 | 45.00 | 100-45-41723 | | 1122 | 1 |
| 1999-5 | 1 | Library Staff Training - EDeklotz | Invoice | 10/26/2022 | 11/28/2022 | 45.00 | 45.00 | 100-45-41723 | | 1122 | 1 |
| 203036 | 1 | Atkinsons Market - Teen Party food | Invoice | 10/19/2022 | 11/28/2022 | 10.55 | 10.55 | 100-45-41326 | | 1122 | 1 |
| 220927 | 1 | Year-end staff appreciation lunch - library staff | Invoice | 09/27/2022 | 11/28/2022 | 114.40 | 114.40 | 100-45-41723 | | 1122 | 1 |
| 221018 | 1 | Library Strategic Planning Retreat Lunch | Invoice | 10/18/2022 | 11/28/2022 | 137.17 | 137.17 | 100-45-41326 | | 1122 | 1 |
| Total 5429 FIRST BANKCARD - DREWIEN: | | | | | | 687.13 | 687.13 | | | | |
| **5789 FIRST BANKCARD - ENGLAND** | | | | | | | | | | | |
| 238120 | 1 | CARWASH- 100'S VEHICLE | Invoice | 10/07/2022 | 11/28/2022 | 10.00 | 10.00 | 100-25-41415 | | 1122 | 1 |
| Total 5789 FIRST BANKCARD - ENGLAND: | | | | | | 10.00 | 10.00 | | | | |
| **1588 FIRST BANKCARD - HOROWITZ** | | | | | | | | | | | |
| 10/11/2 | 1 | Jerome Chamber of Commerce - Leadership Sympos | Invoice | 10/11/2022 | 11/28/2022 | 33.33 | 33.33 | 100-15-41711 | | 1122 | 1 |
| 10/11/2 | 2 | Jerome Chamber of Commerce - Leadership Sympos | Invoice | 10/11/2022 | 11/28/2022 | 33.33 | 33.33 | 200-15-41711 | | 1122 | 1 |
| 10/11/2 | 3 | Jerome Chamber of Commerce - Leadership Sympos | Invoice | 10/11/2022 | 11/28/2022 | 33.34 | 33.34 | 210-15-41711 | | 1122 | 1 |
| 342181 | 1 | 342181836 GoTo Meeting | Invoice | 11/16/2022 | 11/28/2022 | 12.67 | 12.67 | 100-15-41711 | | 1122 | 1 |
| 342181 | 2 | 342181836 GoTo Meeting | Invoice | 11/16/2022 | 11/28/2022 | 12.67 | 12.67 | 200-15-41711 | | 1122 | 1 |
| 342181 | 3 | 342181836 GoTo Meeting | Invoice | 11/16/2022 | 11/28/2022 | 12.66 | 12.66 | 210-15-41711 | | 1122 | 1 |
| 342181 | 4 | 342181836 GoTo Meeting | Invoice | 11/16/2022 | 11/28/2022 | 38.00 | 38.00 | 100-20-41711 | | 1122 | 1 |
| 379309 | 1 | 37930972 Survey Monkey Team Advantage | Invoice | 10/04/2022 | 11/28/2022 | 420.00 | 420.00 | 100-15-41711 | | 1122 | 1 |
| 379309 | 2 | 37930972 Survey Monkey Team Advantage | Invoice | 10/04/2022 | 11/28/2022 | 420.00 | 420.00 | 200-15-41711 | | 1122 | 1 |
| 379309 | 3 | 37930972 Survey Monkey Team Advantage | Invoice | 10/04/2022 | 11/28/2022 | 420.00 | 420.00 | 210-15-41711 | | 1122 | 1 |
| Total 1588 FIRST BANKCARD - HOROWITZ: | | | | | | 1,436.00 | 1,436.00 | | | | |
| **5378 FIRST BANKCARD - HPD EXTRA (4455)** | | | | | | | | | | | |
| 108461 | 1 | FOOD FOR TRAINING- PER DIEM -CHARLES COX | Invoice | 10/20/2022 | 11/28/2022 | 16.00 | 16.00 | 100-25-41724 | | 1122 | 1 |
| 17519- | 1 | FOOD FOR TRAINING- PER DIEM LUNA AND CER | Invoice | 09/29/2022 | 11/28/2022 | 21.38 | 21.38 | 100-25-41724 | | 1122 | 1 |
| 767804 | 1 | FOOD FOR TRAINING- PER DIEM LUNA AND CER | Invoice | 09/28/2022 | 11/28/2022 | 37.87 | 37.87 | 100-25-41724 | | 1122 | 1 |
| Total 5378 FIRST BANKCARD - HPD EXTRA (4455): | | | | | | 75.25 | 75.25 | | | | |
| **101 GALENA ENGINEERING, INC.** | | | | | | | | | | | |
| 11/1 #3 | 1 | 11/1 3830.42\SF\HAILEY/SURVEY LOCATION OF W | Invoice | 11/01/2022 | 11/28/2022 | 2,300.58 | 2,300.58 | 200-60-41313 | | 1122 | 1 |
| 11/1 38 | 1 | 11/1 3830.47/MP/KEEFER PARK/LOCATE SPRINKL | Invoice | 11/01/2022 | 11/28/2022 | 1,527.50 | 1,527.50 | 100-50-41313 | | 1122 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Total 101 GALENA ENGINEERING, INC.: | | | | | | 3,828.08 | 3,828.08 | | | | |
| **369 GEM STATE WELDERS SUPPLY INC.** | | | | | | | | | | | |
| 211574 | 1 | #211574 TANK RENTAL FEE WW | Invoice | 10/31/2022 | 11/28/2022 | 57.66 | 57.66 | 210-70-41775 | | 1122 | 1 |
| 842706 | 1 | #842706 GLOVES WW | Invoice | 11/08/2022 | 11/28/2022 | 55.25 | 55.25 | 210-70-41421 | | 1122 | 1 |
| 842902 | 1 | #842902 CALCIUM HYPOCHLORITE WW | Invoice | 11/16/2022 | 11/28/2022 | 369.00 | 369.00 | 210-70-41791 | | 1122 | 1 |
| Total 369 GEM STATE WELDERS SUPPLY INC. : | | | | | | 481.91 | 481.91 | | | | |
| **5562 GOVERNMENT FINANCE OFFICERS ASSOC** | | | | | | | | | | | |
| 027171 | 1 | Horowitz Membership - 0271713 | Invoice | 11/17/2022 | 11/28/2022 | 50.00 | 50.00 | 100-15-41711 | | 1122 | 1 |
| 027171 | 2 | Horowitz Membership - 0271713 | Invoice | 11/17/2022 | 11/28/2022 | 50.00 | 50.00 | 200-15-41711 | | 1122 | 1 |
| 027171 | 3 | Horowitz Membership - 0271713 | Invoice | 11/17/2022 | 11/28/2022 | 50.00 | 50.00 | 210-15-41711 | | 1122 | 1 |
| Total 5562 GOVERNMENT FINANCE OFFICERS ASSOC: | | | | | | 150.00 | 150.00 | | | | |
| **1975 GUFFY'S GUN & PAWN** | | | | | | | | | | | |
| 221118- | 1 | #221118-738-0 2 SPARE FIREARMS WITH 2 MAGS | Invoice | 11/18/2022 | 11/28/2022 | 1,850.00 | 1,850.00 | 100-25-41527 | | 1122 | 1 |
| Total 1975 GUFFY'S GUN & PAWN: | | | | | | 1,850.00 | 1,850.00 | | | | |
| **658 HAILEY CHAMBER OF COMMERCE** | | | | | | | | | | | |
| 10811 | 1 | Inv# 10811 Library Member Dues 10.1.22-9.30.2023 | Invoice | 10/24/2022 | 11/28/2022 | 290.00 | 290.00 | 100-45-41711 | | 1122 | 1 |
| 10823 | 1 | Inv # 10823 Dues | Invoice | 10/24/2022 | 11/28/2022 | 290.00 | 290.00 | 100-55-41711 | | 1122 | 1 |
| Total 658 HAILEY CHAMBER OF COMMERCE: | | | | | | 580.00 | 580.00 | | | | |
| **6499 HENTLER, CHERRY** | | | | | | | | | | | |
| CRE R | 1 | CREDIT REFUND - 3260 FLOWING WELLS DR | Invoice | 11/16/2022 | 11/28/2022 | 9.96 | 9.96 | 100-00-15110 | | 1122 | 1 |
| Total 6499 HENTLER, CHERRY: | | | | | | 9.96 | 9.96 | | | | |
| **1557 HIGH DESERT BOBCAT - TWIN FALLS** | | | | | | | | | | | |
| P04210 | 1 | P04210 WINDOW & MOTO PARTS | Invoice | 11/11/2022 | 11/28/2022 | 1,083.07 | 1,083.07 | 100-40-41405 | | 1122 | 1 |
| P04211 | 1 | P04211 JOYSTICK HANDLE, BOLT | Invoice | 11/11/2022 | 11/28/2022 | 1,035.99 | 1,035.99 | 100-40-41405 | | 1122 | 1 |
| P04213 | 1 | P04213 HARNESS | Invoice | 11/11/2022 | 11/28/2022 | 307.18 | 307.18 | 100-40-41405 | | 1122 | 1 |
| Total 1557 HIGH DESERT BOBCAT - TWIN FALLS: | | | | | | 2,426.24 | 2,426.24 | | | | |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **2236 IAHD** | | | | | | | | | | | |
| IAHD-2 | 1 | IAHD-23-18 LTC22 CONFERENCE REGISTRATION | Invoice | 11/14/2022 | 11/28/2022 | 460.00 | 460.00 | 100-40-41723 | | 1122 | 1 |
| Total 2236 IAHD: | | | | | | 460.00 | 460.00 | | | | |
| **3124 IDAHO BUREAU OF W & WW PROF.** | | | | | | | | | | | |
| 2022 A | 1 | OIT APPLICATION FOR LEVEL 1 WWC MIKE RACE | Invoice | 11/16/2022 | 11/28/2022 | 100.00 | 100.00 | 210-70-41313 | | 1122 | 1 |
| PARKE | 1 | REEXAM APPLICATION WWC2 M.PARKER WW | Invoice | 11/16/2022 | 11/28/2022 | 70.00 | 70.00 | 210-70-41313 | | 1122 | 1 |
| RACE | 1 | OIT APPLICATION FOR LEVEL 1 WWT MIKE RACE | Invoice | 11/16/2022 | 11/28/2022 | 100.00 | 100.00 | 210-70-41313 | | 1122 | 1 |
| Total 3124 IDAHO BUREAU OF W & WW PROF.: | | | | | | 270.00 | 270.00 | | | | |
| **671 IDAHO LUMBER & HARDWARE** | | | | | | | | | | | |
| 925663 | 1 | #925663 TARP FOR MANHOLE CONCRETE COVE | Invoice | 10/24/2022 | 11/28/2022 | 13.99 | 13.99 | 210-70-41403 | | 1122 | 1 |
| 926757 | 1 | #926757 LEATHER GLOVES MIKE RACE WW | Invoice | 11/01/2022 | 11/28/2022 | 23.99 | 23.99 | 210-70-41703 | | 1122 | 1 |
| 927778 | 1 | Inv # 927778 screws fro station supplies | Invoice | 11/08/2022 | 11/28/2022 | 22.95 | 22.95 | 100-55-41215 | | 1122 | 1 |
| 927874 | 1 | Inv # 927874 tie downs and lag screws for building m | Invoice | 11/09/2022 | 11/28/2022 | 39.35 | 39.35 | 100-55-41413 | | 1122 | 1 |
| 927929 | 1 | 927929 BUS SHELTERS SHOVELS- WIRE ROPE | Invoice | 11/09/2022 | 11/28/2022 | 2.78 | 2.78 | 100-50-41405 | | 1122 | 1 |
| Total 671 IDAHO LUMBER & HARDWARE: | | | | | | 103.06 | 103.06 | | | | |
| **400 IDAHO MOUNTAIN EXPRESS** | | | | | | | | | | | |
| OCTOB | 1 | 10/24 - CC Text amnd by Williams Family Turst | Invoice | 10/31/2022 | 11/28/2022 | 46.00 | 46.00 | 100-20-41319 | | 1122 | 1 |
| OCTOB | 2 | 10/19,10/21,10/26,10/28 Job Opening - Street Operat | Invoice | 10/31/2022 | 11/28/2022 | 435.76 | 435.76 | 100-40-41319 | | 1122 | 1 |
| OCTOB | 3 | 11/7 - P&Z Blaine/Hailey City impact Boundary Map | Invoice | 10/31/2022 | 11/28/2022 | 87.40 | 87.40 | 100-20-41319 | | 1122 | 1 |
| OCTOB | 4 | Ord 1310 - 17.05.020 Rezone 910 N. Main Street | Invoice | 10/31/2022 | 11/28/2022 | 105.80 | 105.80 | 100-20-41319 | | 1122 | 1 |
| OCTOB | 5 | Ord 1311 - 17.06.080 Design Standards Tree Caliper | Invoice | 10/31/2022 | 11/28/2022 | 109.48 | 109.48 | 100-20-41319 | | 1122 | 1 |
| OCTOB | 6 | 10/26 - Woodside WRF Bids | Invoice | 10/31/2022 | 11/28/2022 | 762.00 | 762.00 | 210-70-41319 | | 1122 | 1 |
| OCTOB | 7 | 11/14 - CC 17.05.020 Zone change app | Invoice | 10/31/2022 | 11/28/2022 | 66.24 | 66.24 | 100-20-41319 | | 1122 | 1 |
| Total 400 IDAHO MOUNTAIN EXPRESS: | | | | | | 1,612.68 | 1,612.68 | | | | |
| **22433 IDAHO POWER** | | | | | | | | | | | |
| 11/09/2 | 1 | IP 2204414540 Street Lights | Invoice | 11/09/2022 | 11/28/2022 | 199.49 | 199.49 | 100-40-41715 | | 1122 | 1 |
| 11/09/2 | 2 | IP 2222783132 HPD | Invoice | 11/09/2022 | 11/28/2022 | 336.64 | 336.64 | 100-25-41717 | | 1122 | 1 |
| 11/09/2 | 3 | IP2205094259 Parks | Invoice | 11/09/2022 | 11/28/2022 | 185.30 | 185.30 | 100-50-41717 | | 1122 | 1 |
| 11/09/2 | 4 | IP2205094259 Rodeo | Invoice | 11/09/2022 | 11/28/2022 | 141.85 | 141.85 | 100-50-41617 | | 1122 | 1 |
| 11/09/2 | 5 | IP2205094259 Ice Rink/Skate | Invoice | 11/09/2022 | 11/28/2022 | 23.80 | 23.80 | 100-50-41617 | | 1122 | 1 |
| 11/09/2 | 6 | IP2205094259- Interp | Invoice | 11/09/2022 | 11/28/2022 | 145.24 | 145.24 | 100-10-41717 | | 1122 | 1 |
| 11/09/2 | 7 | IP2207893211 Street- 708 S Main St | Invoice | 11/09/2022 | 11/28/2022 | 16.22 | 16.22 | 100-40-41715 | | 1122 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/09/2 | 8 | IP2200663470 control Elm Alley | Invoice | 11/09/2022 | 11/28/2022 | 5.57 | 5.57 | 100-40-41717 | | 1122 | 1 |
| 11/09/2 | 9 | IP2220558908 - PARKS HEAGLE PARK | Invoice | 11/09/2022 | 11/28/2022 | 5.31 | 5.31 | 100-40-41717 | | 1122 | 1 |
| 11/09/2 | 10 | IP2226639884 PARKS ARBORATUM | Invoice | 11/09/2022 | 11/28/2022 | 9.24 | 9.24 | 100-50-41717 | | 1122 | 1 |
| Total 22433 IDAHO POWER: | | | | | | 1,068.66 | 1,068.66 | | | | |
| **229 INTEGRATED TECHNOLOGIES** | | | | | | | | | | | |
| 203408 | 1 | Inv # 203408 Monthly contract for zerox | Invoice | 11/03/2022 | 11/28/2022 | 61.86 | 61.86 | 100-55-41711 | | 1122 | 1 |
| 204213 | 1 | # 204213 SHARP PRINTER MX2310U | Invoice | 11/18/2022 | 11/28/2022 | 126.10 | 126.10 | 100-25-41411 | | 1122 | 1 |
| Total 229 INTEGRATED TECHNOLOGIES: | | | | | | 187.96 | 187.96 | | | | |
| **330 JANE'S ARTIFACTS** | | | | | | | | | | | |
| 057218 | 1 | FLAGS STICKERS | Invoice | 11/15/2022 | 11/28/2022 | 6.50 | 6.50 | 100-25-41211 | | 1122 | 1 |
| 057225 | 1 | 057225 Laminate oversized program poster | Invoice | 11/15/2022 | 11/28/2022 | 9.00 | 9.00 | 100-45-41323 | | 1122 | 1 |
| Total 330 JANE'S ARTIFACTS: | | | | | | 15.50 | 15.50 | | | | |
| **1065 JOE'S BACKHOE SERVICES INC** | | | | | | | | | | | |
| 742170 | 1 | 7421701 7TH AVE - INSTALL SEWER MAIN & SERV | Invoice | 11/02/2022 | 11/28/2022 | 47,500.00 | 47,500.00 | 210-70-41511 | | 1122 | 1 |
| Total 1065 JOE'S BACKHOE SERVICES INC: | | | | | | 47,500.00 | 47,500.00 | | | | |
| **4542 KETCHUM COMPUTERS** | | | | | | | | | | | |
| 19275 | 1 | 19275 Admin: Equipment Disposal and organize IT ro | Invoice | 11/16/2022 | 11/28/2022 | 210.00 | 210.00 | 100-15-41313 | | 1122 | 1 |
| 19275 | 2 | 19275 Admin: Equipment Disposal and organize IT ro | Invoice | 11/16/2022 | 11/28/2022 | 210.00 | 210.00 | 200-15-41313 | | 1122 | 1 |
| 19275 | 3 | 19275 Admin: Equipment Disposal and organize IT ro | Invoice | 11/16/2022 | 11/28/2022 | 210.00 | 210.00 | 210-15-41313 | | 1122 | 1 |
| 19275 | 4 | 19275 Comm Dev: Jessie Old PC data, setup 2nd rec | Invoice | 11/16/2022 | 11/28/2022 | 540.00 | 540.00 | 100-20-41313 | | 1122 | 1 |
| 19275 | 5 | 19275 P.W.: Ev charging meting , Cardboard Compac | Invoice | 11/16/2022 | 11/28/2022 | 135.00 | 135.00 | 100-42-41313 | | 1122 | 1 |
| 19275 | 6 | 19275 P.W.: Ev charging meting , Cardboard Compac | Invoice | 11/16/2022 | 11/28/2022 | 135.00 | 135.00 | 200-42-41313 | | 1122 | 1 |
| 19275 | 7 | 19275 P.W.: Ev charging meting , Cardboard Compac | Invoice | 11/16/2022 | 11/28/2022 | 135.00 | 135.00 | 210-42-41313 | | 1122 | 1 |
| 19275 | 8 | 19275 WW: Cybersecuity meeting | Invoice | 11/16/2022 | 11/28/2022 | 90.00 | 90.00 | 210-70-41313 | | 1122 | 1 |
| 19275 | 9 | 19275 Water: Cybersecuity Meeting | Invoice | 11/16/2022 | 11/28/2022 | 90.00 | 90.00 | 200-60-41313 | | 1122 | 1 |
| 19275 | 10 | 19275 Library: Michael name change and testing | Invoice | 11/16/2022 | 11/28/2022 | 90.00 | 90.00 | 100-45-41313 | | 1122 | 1 |
| 19275 | 11 | 19275 HPD: 5th Comp Maint, Install SSD in PC, Offic | Invoice | 11/16/2022 | 11/28/2022 | 990.00 | 990.00 | 100-25-41313 | | 1122 | 1 |
| 19275 | 12 | 19275 Streets: NVR camera and Wifi upgrades | Invoice | 11/16/2022 | 11/28/2022 | 315.00 | 315.00 | 100-40-41313 | | 1122 | 1 |
| 19275 | 13 | 19275 Parks: Skatepark & Rodeo cam. mant. | Invoice | 11/16/2022 | 11/28/2022 | 315.00 | 315.00 | 100-50-41313 | | 1122 | 1 |
| Total 4542 KETCHUM COMPUTERS: | | | | | | 3,465.00 | 3,465.00 | | | | |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **386 L.L. GREENS** | | | | | | | | | | | |
| A68411 | 1 | A684115 Extension Cord TCW | Invoice | 11/10/2022 | 11/28/2022 | 21.99 | 21.99 | 100-45-41215 | | 1122 | 1 |
| A68476 | 1 | #A684761 6 OUTLET POWER STRIP FOR PATROL | Invoice | 11/15/2022 | 11/28/2022 | 19.99 | 19.99 | 100-25-41215 | | 1122 | 1 |
| A68502 | 1 | #A685022 PIPING FOR HEADWORKS HEATING W | Invoice | 11/17/2022 | 11/28/2022 | 87.91 | 87.91 | 210-70-41413 | | 1122 | 1 |
| B39634 | 1 | #B396343 FANS, AND SHOP SUPPLIES WW | Invoice | 11/03/2022 | 11/28/2022 | 362.61 | 362.61 | 210-70-41403 | | 1122 | 1 |
| Total 386 L.L. GREENS : | | | | | | 492.50 | 492.50 | | | | |
| **227 L.N. CURTIS AND SONS** | | | | | | | | | | | |
| INV647 | 1 | INV # 647872 Cairns for helmets | Invoice | 11/04/2022 | 11/28/2022 | 759.98 | 759.98 | 100-55-41703 | | 1122 | 1 |
| Total 227 L.N. CURTIS AND SONS : | | | | | | 759.98 | 759.98 | | | | |
| **366 LES SCHWAB TIRE CENTER** | | | | | | | | | | | |
| 117007 | 1 | Inv # 11700786075 winter change out for 07 Tahoe | Invoice | 11/17/2022 | 11/28/2022 | 91.96 | 91.96 | 100-55-41415 | | 1122 | 1 |
| Total 366 LES SCHWAB TIRE CENTER: | | | | | | 91.96 | 91.96 | | | | |
| **547 LES SCHWAB TIRE CENTER - STREETS** | | | | | | | | | | | |
| 117007 | 1 | #11700781240 NEW TIRES FOR TK#6027 | Invoice | 10/26/2022 | 11/28/2022 | 1,105.64 | 1,105.64 | 200-60-41415 | | 1122 | 1 |
| Total 547 LES SCHWAB TIRE CENTER - STREETS: | | | | | | 1,105.64 | 1,105.64 | | | | |
| **1505 LIFELOC TECHNOLOGIES, INC** | | | | | | | | | | | |
| 370897 | 1 | #370897 Fuel Cell Replacement | Invoice | 09/02/2022 | 11/28/2022 | 236.68 | 236.68 | 100-25-41405 | | 1122 | 1 |
| Total 1505 LIFELOC TECHNOLOGIES, INC: | | | | | | 236.68 | 236.68 | | | | |
| **50532 MILLER, LARRY** | | | | | | | | | | | |
| CRE R | 1 | CREDIT REFUND - 272 WINTERBERRY LOOP E | Invoice | 11/16/2022 | 11/28/2022 | 375.27 | 375.27 | 100-00-15110 | | 1122 | 1 |
| Total 50532 MILLER, LARRY: | | | | | | 375.27 | 375.27 | | | | |
| **1009 MINERT & ASSOCIATES,INC.** | | | | | | | | | | | |
| 318171 | 1 | #318171 DOT DRUG SCREEN/COLLECTION FEE S | Invoice | 11/04/2022 | 11/28/2022 | 106.00 | 106.00 | 210-70-41747 | | 1122 | 1 |
| Total 1009 MINERT & ASSOCIATES,INC. : | | | | | | 106.00 | 106.00 | | | | |
| **6500 MOORE, R DAVID** | | | | | | | | | | | |
| RDM04 | 1 | PMNT MILAGE/PER DIEM - ICOPA RE-ACCREDITA | Invoice | 11/21/2022 | 11/28/2022 | 280.00 | 280.00 | 100-25-41325 | | 1122 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Total 6500 MOORE, R DAVID: | | | | | | 280.00 | 280.00 | | | | |
| **307 NORTH CENTRAL LABORATORIES** | | | | | | | | | | | |
| 478471 | 1 | #478471 QA/QC STANDARD WW | Invoice | 10/28/2022 | 11/28/2022 | 39.43 | 39.43 | 210-70-41795 | | 1122 | 1 |
| Total 307 NORTH CENTRAL LABORATORIES: | | | | | | 39.43 | 39.43 | | | | |
| **50298 O'REILLY AUTO PARTS** | | | | | | | | | | | |
| 4635-2 | 1 | Inv # 4635-278075 def | Invoice | 10/15/2022 | 11/28/2022 | 21.99 | 21.99 | 100-55-41415 | | 1122 | 1 |
| 4635-2 | 1 | Inv # 4635-282174 floor dry | Invoice | 10/31/2022 | 11/28/2022 | 47.97 | 47.97 | 100-55-41215 | | 1122 | 1 |
| Total 50298 O'REILLY AUTO PARTS: | | | | | | 69.96 | 69.96 | | | | |
| **727 OVERHEAD DOOR COMPANY** | | | | | | | | | | | |
| 518950 | 1 | #518950 HEADWORKS BACK SLIDING DOOR REP | Invoice | 10/24/2022 | 11/28/2022 | 259.50 | 259.50 | 210-70-41419 | | 1122 | 1 |
| Total 727 OVERHEAD DOOR COMPANY : | | | | | | 259.50 | 259.50 | | | | |
| **346 PARKER, MIKE** | | | | | | | | | | | |
| 877747 | 1 | #877747 WWC2 EXAM ATTEMPT WW | Invoice | 11/14/2022 | 11/28/2022 | 25.00 | 25.00 | 210-70-41313 | | 1122 | 1 |
| Total 346 PARKER, MIKE: | | | | | | 25.00 | 25.00 | | | | |
| **5929 PERSONNEL EVALUATION INC** | | | | | | | | | | | |
| 45881 | 1 | #45881 WRIGLEY AND CARACTER EVALIATION F | Invoice | 10/31/2022 | 11/28/2022 | 50.00 | 50.00 | 100-25-41733 | | 1122 | 1 |
| Total 5929 PERSONNEL EVALUATION INC: | | | | | | 50.00 | 50.00 | | | | |
| **50489 PITKIN FOREST NURSERY** | | | | | | | | | | | |
| 7593 | 1 | 7593 ARBORFEST SEEDLINGS - PONDEROSA PIN | Invoice | 11/03/2022 | 11/28/2022 | 298.09 | 298.09 | 100-50-41707 | | 1122 | 1 |
| Total 50489 PITKIN FOREST NURSERY: | | | | | | 298.09 | 298.09 | | | | |
| **438 PLATT** | | | | | | | | | | | |
| 2Z3260 | 1 | #2Z32601 BUILDING HEATERS | Invoice | 10/07/2022 | 11/28/2022 | 1,811.30 | 1,811.30 | 200-60-41413 | | 1122 | 1 |
| 2Z3260 | 2 | #2Z32601 CABLE AND FUSE PANNEL | Invoice | 10/07/2022 | 11/28/2022 | 833.66 | 833.66 | 200-60-41413 | | 1122 | 1 |
| 2Z3260 | 3 | #2Z32601 CONDUIT JUCTION BOX MISC. PARTS | Invoice | 10/07/2022 | 11/28/2022 | 712.96 | 712.96 | 200-60-41413 | | 1122 | 1 |
| 3L5237 | 1 | #3L52373 PARTS FOR HEADWORKS HEATING W | Invoice | 11/18/2022 | 11/28/2022 | 201.58 | 201.58 | 210-70-41413 | | 1122 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Total 438 PLATT: | | | | | | 3,559.50 | 3,559.50 | | | | |
| **858 PSYCHOLOGICAL RESOURCES** | | | | | | | | | | | |
| 221107 | 1 | #2211079 PSYCH TEST FOR CARACTER AND WRI | Invoice | 11/04/2022 | 11/28/2022 | 300.00 | 300.00 | 100-25-41733 | | 1122 | 1 |
| Total 858 PSYCHOLOGICAL RESOURCES: | | | | | | 300.00 | 300.00 | | | | |
| **2390 SCHINDLER ELEVATOR CORPORATION** | | | | | | | | | | | |
| 810609 | 1 | 8106091704 ELEVATOR QUARTERLY BILLING 11/0 | Invoice | 11/01/2022 | 11/28/2022 | 243.99 | 243.99 | 100-42-41325 | | 1122 | 1 |
| 810609 | 2 | 8106091704 ELEVATOR QUARTERLY BILLING 11/0 | Invoice | 11/01/2022 | 11/28/2022 | 243.99 | 243.99 | 200-42-41325 | | 1122 | 1 |
| 810609 | 3 | 8106091704 ELEVATOR QUARTERLY BILLING 11/0 | Invoice | 11/01/2022 | 11/28/2022 | 243.98 | 243.98 | 210-42-41325 | | 1122 | 1 |
| Total 2390 SCHINDLER ELEVATOR CORPORATION: | | | | | | 731.96 | 731.96 | | | | |
| **6498 STONEFLY LLC** | | | | | | | | | | | |
| CRE R | 1 | CREDIT REFUND - 1654 AVIATION | Invoice | 10/31/2022 | 11/28/2022 | 45.01 | 45.01 | 100-00-15110 | | 1122 | 1 |
| Total 6498 STONEFLY LLC: | | | | | | 45.01 | 45.01 | | | | |
| **6913 SUMMIT POLYGRAPH LLC** | | | | | | | | | | | |
| 22SP-3 | 1 | POLYGRAPH EXAM FOR WRIGLEY | Invoice | 10/27/2022 | 11/28/2022 | 200.00 | 200.00 | 100-25-41733 | | 1122 | 1 |
| Total 6913 SUMMIT POLYGRAPH LLC: | | | | | | 200.00 | 200.00 | | | | |
| **5449 TREELINE HOLDING LLC** | | | | | | | | | | | |
| I-21496 | 1 | #1-21496 HEATING CABLE | Invoice | 10/12/2022 | 11/28/2022 | 779.00 | 779.00 | 200-60-41413 | | 1122 | 1 |
| I-21496 | 2 | #1-21496 CONNECTORS AND THERMOSTAT | Invoice | 10/12/2022 | 11/28/2022 | 337.20 | 337.20 | 200-60-41413 | | 1122 | 1 |
| Total 5449 TREELINE HOLDING LLC: | | | | | | 1,116.20 | 1,116.20 | | | | |
| **2817 UNITED OIL** | | | | | | | | | | | |
| 100550 | 1 | #1005504 PUMPED FUEL WW | Invoice | 10/31/2022 | 11/28/2022 | 243.34 | 243.34 | 210-70-41719 | | 1122 | 1 |
| 100658 | 1 | 1006582 HPD GAS | Invoice | 11/15/2022 | 11/28/2022 | 599.03 | 599.03 | 100-25-41719 | | 1122 | 1 |
| 100658 | 1 | #1006585 PUMPED VEHICLE FUEL WW | Invoice | 11/15/2022 | 11/28/2022 | 377.93 | 377.93 | 210-70-41719 | | 1122 | 1 |
| Total 2817 UNITED OIL: | | | | | | 1,220.30 | 1,220.30 | | | | |
| **50353 UTILITY SERVICES ASSOCIATES** | | | | | | | | | | | |
| 126544 | 1 | #126544 COMPLETE CITY WIDE LEAK DETECTIO | Invoice | 10/28/2022 | 11/28/2022 | 25,106.00 | 25,106.00 | 200-60-41313 | | 1122 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Total 50353 UTILITY SERVICES ASSOCIATES: | | | | | | 25,106.00 | 25,106.00 | | | | |
| **2020 VALLEY WIDE COOPERATIVE** | | | | | | | | | | | |
| 61832/ | 1 | #061832/9 GLOVES/COAT FOR TATER WW | Invoice | 10/03/2022 | 11/28/2022 | 164.37 | 164.37 | 210-70-41703 | | 1122 | 1 |
| 63313/ | 1 | #63313/9 PROPANE FOR HEADWORKS WW | Invoice | 11/21/2022 | 11/28/2022 | 129.62 | 129.62 | 210-70-41719 | | 1122 | 1 |
| Total 2020 VALLEY WIDE COOPERATIVE: | | | | | | 293.99 | 293.99 | | | | |
| **762 VERIZON WIRELESS** | | | | | | | | | | | |
| 991956 | 1 | MONTHLY CELL PHONE BILL Parks only | Invoice | 11/01/2022 | 11/28/2022 | 72.08 | 72.08 | 100-50-41713 | | 1122 | 1 |
| 991995 | 1 | MONTHLY CELL PHONE BILL STREETS | Invoice | 11/07/2022 | 11/28/2022 | 115.64 | 115.64 | 100-40-41713 | | 1122 | 1 |
| 991995 | 2 | MONTHLY CELL PHONE BILL WATER | Invoice | 11/07/2022 | 11/28/2022 | 111.25 | 111.25 | 200-60-41713 | | 1122 | 1 |
| 991995 | 3 | MONTHLY CELL PHONE BILL WASTE WATER | Invoice | 11/07/2022 | 11/28/2022 | 167.41 | 167.41 | 210-70-41713 | | 1122 | 1 |
| 991995 | 4 | MONTHLY CELL PHONE BILL Parks | Invoice | 11/07/2022 | 11/28/2022 | 64.48 | 64.48 | 100-50-41713 | | 1122 | 1 |
| Total 762 VERIZON WIRELESS: | | | | | | 530.86 | 530.86 | | | | |
| **367 WALKER SAND AND GRAVEL** | | | | | | | | | | | |
| 106208 | 1 | 1062082 - 3/4" ROADBASE ENVIRONMEAL FEE | Invoice | 08/24/2022 | 11/28/2022 | 991.10 | 991.10 | 120-40-41549 | 10.15.0002.1 | 1122 | 1 |
| Total 367 WALKER SAND AND GRAVEL: | | | | | | 991.10 | 991.10 | | | | |
| **4004 WAXIE SANITARY SUPPLY** | | | | | | | | | | | |
| 812867 | 1 | 81286704 RESTROOM SUPPLIES | Invoice | 10/31/2022 | 11/28/2022 | 10.39 | 10.39 | 100-42-41413 | | 1122 | 1 |
| 812867 | 2 | 81286704 RESTROOM SUPPLIES | Invoice | 10/31/2022 | 11/28/2022 | 10.40 | 10.40 | 200-42-41413 | | 1122 | 1 |
| 812867 | 3 | 81286704 RESTROOM SUPPLIES | Invoice | 10/31/2022 | 11/28/2022 | 10.40 | 10.40 | 210-42-41413 | | 1122 | 1 |
| 813322 | 1 | #81332254 HPD CLEANING SUPPLIES | Invoice | 11/18/2022 | 11/28/2022 | 237.37 | 237.37 | 100-25-41413 | | 1122 | 1 |
| Total 4004 WAXIE SANITARY SUPPLY: | | | | | | 268.56 | 268.56 | | | | |
| **368 WESTERN STATES CAT** | | | | | | | | | | | |
| IN0022 | 1 | IN00223594 BOLT HEX HEA | Invoice | 11/07/2022 | 11/28/2022 | 6.38 | 6.38 | 100-40-41405 | | 1122 | 1 |
| Total 368 WESTERN STATES CAT: | | | | | | 6.38 | 6.38 | | | | |
| **294 WIEDERRICK, ANA** | | | | | | | | | | | |
| 11/04/2 | 1 | 11/4/22 SKATEPARK - REMOVE OLD CAULKING, C | Invoice | 11/04/2022 | 11/28/2022 | 963.00 | 963.00 | 100-50-41325 | | 1122 | 1 |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Total 294 WIEDERRICK, ANA: | | | | | | 963.00 | 963.00 | | | | |
| **5437 WORTH PRINTING LLC** | | | | | | | | | | | |
| 1304 | 1 | Inv 1304 Conversational English Oversized Poster | Invoice | 11/14/2022 | 11/28/2022 | 24.98 | 24.98 | 100-45-41323 | | 1122 | 1 |
| Total 5437 WORTH PRINTING LLC: | | | | | | 24.98 | 24.98 | | | | |
| Total : | | | | | | 130,073.93 | 130,073.93 | | | | |
| Grand Totals: | | | | | | 130,073.93 | 130,073.93 | | | | |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|---|---|---|---|
| 100-00-15110 | 430.24 | .00 | 430.24 |
| 100-10-41717 | 145.24 | .00 | 145.24 |
| 100-15-41313 | 210.00 | .00 | 210.00 |
| 100-15-41323 | 22.66 | .00 | 22.66 |
| 100-15-41515 | 474.87 | 23.99- | 450.88 |
| 100-15-41711 | 516.00 | .00 | 516.00 |
| 100-15-41713 | 1.83 | .00 | 1.83 |
| 100-20-41313 | 540.00 | .00 | 540.00 |
| 100-20-41319 | 414.92 | .00 | 414.92 |
| 100-20-41711 | 38.00 | .00 | 38.00 |
| 100-20-41713 | 1.83 | .00 | 1.83 |
| 100-25-41211 | 6.50 | .00 | 6.50 |
| 100-25-41215 | 181.90 | .00 | 181.90 |
| 100-25-41313 | 5,611.51 | .00 | 5,611.51 |
| 100-25-41325 | 280.00 | .00 | 280.00 |
| 100-25-41405 | 236.68 | .00 | 236.68 |
| 100-25-41411 | 126.10 | .00 | 126.10 |
| 100-25-41413 | 237.37 | .00 | 237.37 |
| 100-25-41415 | 10.00 | .00 | 10.00 |
| 100-25-41527 | 1,850.00 | .00 | 1,850.00 |
| 100-25-41713 | 1.83 | .00 | 1.83 |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|---|---|---|---|
| 100-25-41717 | 336.64 | .00 | 336.64 |
| 100-25-41719 | 599.03 | .00 | 599.03 |
| 100-25-41724 | 75.25 | .00 | 75.25 |
| 100-25-41733 | 550.00 | .00 | 550.00 |
| 100-40-41215 | 123.18 | .00 | 123.18 |
| 100-40-41313 | 315.00 | .00 | 315.00 |
| 100-40-41319 | 435.76 | .00 | 435.76 |
| 100-40-41403 | 324.98 | .00 | 324.98 |
| 100-40-41405 | 2,432.62 | 328.51- | 2,104.11 |
| 100-40-41713 | 117.47 | .00 | 117.47 |
| 100-40-41715 | 215.71 | .00 | 215.71 |
| 100-40-41717 | 10.88 | .00 | 10.88 |
| 100-40-41723 | 460.00 | .00 | 460.00 |
| 100-42-41313 | 135.00 | .00 | 135.00 |
| 100-42-41325 | 243.99 | .00 | 243.99 |
| 100-42-41413 | 10.39 | .00 | 10.39 |
| 100-42-41713 | 44.53 | .00 | 44.53 |
| 100-42-41723 | 11.66 | .00 | 11.66 |
| 100-45-41215 | 199.75 | .00 | 199.75 |
| 100-45-41313 | 90.00 | .00 | 90.00 |
| 100-45-41323 | 33.98 | .00 | 33.98 |
| 100-45-41326 | 234.85 | .00 | 234.85 |
| 100-45-41535 | 91.52 | .00 | 91.52 |
| 100-45-41711 | 290.00 | .00 | 290.00 |
| 100-45-41723 | 429.40 | .00 | 429.40 |
| 100-50-41313 | 1,842.50 | .00 | 1,842.50 |
| 100-50-41325 | 963.00 | .00 | 963.00 |
| 100-50-41403 | 234.00 | .00 | 234.00 |
| 100-50-41405 | 2.78 | .00 | 2.78 |
| 100-50-41617 | 165.65 | .00 | 165.65 |
| 100-50-41707 | 298.09 | .00 | 298.09 |
| 100-50-41713 | 136.56 | .00 | 136.56 |
| 100-50-41717 | 194.54 | .00 | 194.54 |
| 100-55-41211 | 205.11 | .00 | 205.11 |
| 100-55-41215 | 430.83 | .00 | 430.83 |
| 100-55-41413 | 39.35 | .00 | 39.35 |
| 100-55-41415 | 113.95 | .00 | 113.95 |
| 100-55-41417 | 817.20 | .00 | 817.20 |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|---|---|---|---|
| 100-55-41703 | 759.98 | .00 | 759.98 |
| 100-55-41711 | 351.86 | .00 | 351.86 |
| 100-55-41713 | 264.21 | .00 | 264.21 |
| 120-40-41549 | 991.10 | .00 | 991.10 |
| 200-15-41313 | 210.00 | .00 | 210.00 |
| 200-15-41323 | 22.66 | .00 | 22.66 |
| 200-15-41515 | 474.87 | 23.99- | 450.88 |
| 200-15-41711 | 516.00 | .00 | 516.00 |
| 200-15-41713 | 1.83 | .00 | 1.83 |
| 200-42-41313 | 135.00 | .00 | 135.00 |
| 200-42-41325 | 243.99 | .00 | 243.99 |
| 200-42-41413 | 10.40 | .00 | 10.40 |
| 200-42-41713 | 44.53 | .00 | 44.53 |
| 200-42-41723 | 11.67 | .00 | 11.67 |
| 200-60-41313 | 27,496.58 | .00 | 27,496.58 |
| 200-60-41401 | 5,688.00 | .00 | 5,688.00 |
| 200-60-41403 | 7,203.46 | .00 | 7,203.46 |
| 200-60-41413 | 4,474.12 | .00 | 4,474.12 |
| 200-60-41415 | 1,105.64 | .00 | 1,105.64 |
| 200-60-41713 | 851.62 | .00 | 851.62 |
| 210-15-41313 | 210.00 | .00 | 210.00 |
| 210-15-41323 | 22.66 | .00 | 22.66 |
| 210-15-41515 | 474.88 | 23.98- | 450.90 |
| 210-15-41711 | 516.00 | .00 | 516.00 |
| 210-15-41713 | 1.83 | .00 | 1.83 |
| 210-42-41313 | 135.00 | .00 | 135.00 |
| 210-42-41325 | 243.98 | .00 | 243.98 |
| 210-42-41413 | 10.40 | .00 | 10.40 |
| 210-42-41713 | 44.53 | .00 | 44.53 |
| 210-42-41723 | 11.67 | .00 | 11.67 |
| 210-70-41313 | 385.00 | .00 | 385.00 |
| 210-70-41319 | 762.00 | .00 | 762.00 |
| 210-70-41403 | 556.60 | .00 | 556.60 |
| 210-70-41413 | 289.49 | .00 | 289.49 |
| 210-70-41419 | 651.29 | .00 | 651.29 |
| 210-70-41421 | 66.13 | .00 | 66.13 |
| 210-70-41511 | 47,500.00 | .00 | 47,500.00 |
| 210-70-41703 | 916.64 | .00 | 916.64 |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|---|---|---|---|
| 210-70-41713 | 168.32 | .00 | 168.32 |
| 210-70-41719 | 895.02 | .00 | 895.02 |
| 210-70-41747 | 606.72 | .00 | 606.72 |
| 210-70-41775 | 57.66 | .00 | 57.66 |
| 210-70-41791 | 369.00 | .00 | 369.00 |
| 210-70-41795 | 129.43 | .00 | 129.43 |
| Grand Totals: | 130,474.40 | 400.47- | 130,073.93 |

Summary by General Ledger Posting Period

| GL Posting Period | Debit | Credit | Net |
|---|---|---|---|
| 06/22 | .00 | 328.51- | 328.51- |
| 11/22 | 126,455.65 | 71.96- | 126,383.69 |
| 12/22 | 4,018.75 | .00 | 4,018.75 |
| Grand Totals: | 130,474.40 | 400.47- | 130,073.93 |

Return to Agenda

## AGENDA ITEM SUMMARY

**DATE:** 11/28/22 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH

---

**SUBJECT**:

Presentation by Lynne Barker, Blaine County Sustainability Manager regarding the Blaine County Clean Energy Modeling and Feasibility Analysis----------

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

---

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

Lynne Barker will make a 15-minute presentation on the following draft report:

https://issuu.com/blainecounty/docs/clean_energy_study_final

---

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

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ___ | City 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**:

No action needed at this time.

---

**ACTION OF THE CITY COUNCIL**:

Date _____
City Clerk _____

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

Return to Agenda

**AGENDA ITEM SUMMARY**

**DATE:** 11/28/2022 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to approve Resolution 2022-122, reappointing Dan Smith and Janet Fugate to the Hailey Planning and Zoning Commission for a three-year term, set to expire December 31, 2025.

---

**AUTHORITY**: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code: Hailey Municipal Code Title 17, Section 17.03.035
(IFAPPLICABLE)

**BACKGROUND:** Two (2) of the Hailey Planning & Zoning Commissioner seats are expiring, one held by Dan Smith, and the other held by Janet Fugate. Both Dan Smith and Janet Fugate have expressed strong interest and commitment to serving another term as Planning and Zoning Commissioners.

The mayor is offering the reappointment of Dan Smith and Janet Fugate to the Hailey Planning & Zoning Commission for a term ending December 31, 2025. The council should approve or deny the reappointment.

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**:

Caselle #_____
Budget Line Item #_____ YTD Line-Item Balance $_____
Estimated Hours Spent to Date: Estimated Completion Date:
Staff Contact: Robyn Davis Phone # 788-9815 #2015

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

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

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**: Motion to authorize the mayor's signature on and approve Resolution 2022-_____, reappointing Dan Smith and Janet Fugate to the Hailey Planning and Zoning Commission for a three-year term, set to expire December 31, 2025.

---

**ADMINISTRATIVE COMMENTS/APPROVAL**:

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

---

**ACTION OF THE CITY COUNCIL**: Motion to authorize the mayor's signature on and approve Resolution 2022-_____, reappointing Dan Smith and Janet Fugate to the Hailey Planning and Zoning Commission for a three-year term, set to expire December 31, 2025.

_____

Date _____
City Clerk _____

---

**FOLLOW-UP**:

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

# CITY OF HAILEY
# RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF HAILEY SETTING APPOINTMENTS OF MEMBERS TO THE BOARD OF THE PLANNING AND ZONING COMMISSION AND PROVIDING FOR TERMS.**

WHEREAS the City of Hailey adopted the amended Hailey Planning and Zoning Bylaws with Resolution No. 2008-06;

WHEREAS the Bylaws provides that there shall be no more than five members with three-year staggering terms;

WHEREAS terms ending at the end of 2022 will leave two vacancies on the Commission; and

WHEREAS the City wishes to reappoint Dan Smith and Janet Fugate to the Hailey Planning and Zoning Commission for an additional three-year term, expiring December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

1. The following individuals shall be appointed to the Hailey Planning and Zoning Commission with the following term:

| **Appointed Member** | **Expiration of Term** |
|---|---|
| Owen Scanlon | December 31, 2024 |
| Dustin Stone | December 31, 2024 |
| Sage Sauerbrey | December 31, 2023 |
| Janet Fugate | December 31, 2025 (reappointment) |
| Dan Smith | December 31, 2025 (reappointment) |

2. This Resolution shall be in full force and effect on November 28, 2022, from and after its passage and approval.

Passed and adopted on this ____ day of November, 2022.

_____
Martha Burke, Mayor

ATTEST:

_____
MARY CONE, City Clerk

Return to Agenda

## AGENDA ITEM SUMMARY

**DATE:** 11/28/2022 **DEPARTMENT:** CDD/PW **DEPT. HEAD SIGNATURE:** RD/BY

---

**SUBJECT:** Consideration of a City-Initiated Text Amendment to Title 18: Mobility Design, Chapter 18.14: Standard Drawings, Section 18.14.012: Street and Drainage, to add the River Street Concept Design as a Standard Drawing within the Hailey Municipal Code. This addition would create a new item, item 18.14.012.F.3. River Street Typical Section. This also includes the revision of the Index in Section 18.14.000.0.

---

**AUTHORITY**: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code Title 1 (IFAPPLICABLE)

---

**BACKGROUND:** The City of Hailey is seeking to include the River Street Concept Design as a Standard Drawing in Title 18, Chapter 18.14: Standard Drawings, Section 18.14.012: Street and Drainage. This addition would create a new item, item 18.14.012.F.3. River Street Typical Section. This also includes the revision of the Index in Section 18.14.000.0.

The multimodal transportation concept design (attached), intended for River Street, is an evolution of the City's long-term goals. The tenets of this concept date back to the 2007 Master Transportation Plan, and the 2020 Master Transportation Plan Update (page 14) restates and supports the goals for River Street, which includes:

- only two low-speed vehicle travel lanes
- angled parking (to discourage back-in parking)
- dedicated bike lanes separated from the vehicle travel lanes
- street trees
- sidewalks

While an adopted concept within various plans and policy documents of the City of Hailey, this concept has not been codified as a Standard Drawing within Hailey's Municipal Code, Title 18: Mobility Design, and thereby, gives way to discretionary participation of the implementation of said design. The intent of this text amendment is to officially adopt the River Street Concept Design, to continue to take actionable measures in committing to, and fully developing an operational street equipped with the necessary vehicular and pedestrian improvements, as so desired by the City of Hailey and its citizenry.

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**:

Caselle #_____

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

Estimated Hours Spent to Date: Estimated Completion Date:

Staff Contact: Robyn Davis Phone # 788-9815 #2015

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

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

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**: Motion to approve and conduct the first reading of Ordinance No._____, an Ordinance amending Hailey Municipal Code, Title 18: Mobility Design, Section 18.14.012: Street and Drainage, to include new F.3. River Street Typical Section, which adds the River Street Concept Design as a Standard Drawing within the Hailey Municipal Code. This also includes the revision of the Index in Section 18.14.000.0, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible

with the surrounding area, and that the proposed amendment will promote the public health, safety, and general welfare, and read by title only.

---

**ADMINISTRATIVE COMMENTS/APPROVAL**:

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

---

**ACTION OF THE CITY COUNCIL**:

**Motion Language:**

**Approval:** Motion to approve and conduct the first reading of Ordinance No._____, an Ordinance amending Hailey Municipal Code, Title 18: Mobility Design, Section 18.14.012: Street and Drainage, to include new F.3. River Street Typical Section, which adds the River Street Concept Design as a Standard Drawing within the Hailey Municipal Code. This also includes the revision of the Index in Section 18.14.000.0, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety, and general welfare, and read by title only.

**Denial:** Motion to deny Ordinance No._____, an Ordinance revising the Hailey Municipal Code, Title 18: Mobility Design, Section 18.14.012: Street and Drainage, new F.3. River Street Typical Section, as a Standard Drawing within the Hailey Municipal Code, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

**Continuation:** Motion to continue the public hearing to _____ [the Council should specify a date].

_____

Date _____

City Clerk _____

---

**FOLLOW-UP**:

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

Copies (all info.): Copies

Instrument # _____

**ORDINANCE NO. 2022-_____**
**CITY OF HAILEY**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, MODIFYING TITLE 18: MOBILITY DESIGN, CHAPTER 18.14: STANDARD DRAWINGS, SECTION 18.14.012: STREET AND DRAINAGE, TO ADD THE RIVER STREET CONCEPT DESIGN AS A STANDARD DRAWING WITHIN HAILEY'S MUNICIPAL CODE, AND CREATE A NEW ITEM, ITEM F.3. TITLED SECTION 18.14.012.F.3: RIVER STREET TYPICAL SECTION. THIS ADDITION ALSO REVISES THE INDEX IN SECTION 18.14.000.0 TO INCLUDE THE RIVER STREET TYPICAL SECTION; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has determined it necessary for the City to codify the River Street Typical Section within Hailey's Municipal Code to ensure the City's multimodal goals are met, and prioritize non-motorized improvements throughout the River Street Corridor;

WHEREAS, the Hailey City Council has determined that the following amendments to the Hailey Municipal Code will generally conform to the Haley Comprehensive Plan;

WHEREAS, the Hailey City Council has determined that the following amendments will not create excessive additional requirements at public cost for public facilities and services; and

WHEREAS, the Hailey City Council has determined that the following amendments will help ensure that uses are compatible with the surrounding area.

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

SECTION 1. The Revised Index Sheet, Section 18.14.000.0 to include the River Street Typical Section as Section 18.14.012.F.3. attached hereto as Exhibit "A"; and

SECTION 2. The Standard Drawing of Section 18.14.012.F.3: River Street Typical Section attached hereto as Exhibit "B" depicts the revised Index and the River Street Typical Section Standard Drawing.

SECTION 2. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any art thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2022.

_____
Martha Burke, Mayor

ATTEST:

_____
Mary Cone, City Clerk

Exhibit “A”: Revised Index Sheet to include the River Street Typical Section

## DRAWING INDEX

| TITLE | DRAWING NO. |
|---|---|
| **TRENCHING** | |
| Trench & Surface Repair | 18.14.010.A.1 |
| Typical Trench Section | 18.14.010.A.2 |
| **WATER** | |
| Fire Hydrant (Option 1) | 18.14.010.B.1 with ISPWC SD-406 |
| Fire Hydrant (Option 2) | 18.14.010.B.2 with ISPWC SD-406 |
| Water Service Connection | 18.14.010.B.3 |
| Thrust Blocking | ISPWC SD-403 |
| Typical Water & Sewer Layout | 18.14.010.B.5 |
| Water Pipe Laying | 18.14.010.B.6 |
| Non-potable Water Line Separation | ISPWC SD-407 |
| Typical Water Irrigation Layout | 18.14.010.B.11 |
| **SEWER** | |
| Sewer Manhole Type A | ISPWC SD-501 plus Note 2 hereon |
| Special Sewer Manholes | ISPWC SD-504 & 505 plus Note 2 hereon |
| Manhole Cover & Frame | ISPWC SD-507 plus Note 2 hereon |
| Sewer Service Connection | 18.14.010.C.4 |
| Sewer Backflow Valve | 18.14.010.C.5 |
| Sewer Pipe Laying | ISPWC SD-302 |
| Pipe Support Across Trench | 18.14.010.C.7 |
| **STORM** | |
| Primary Catch Basin | 18.14.010.D.1 |
| Satellite Catch Basin | ISPWC SD-601 or SD-603 with SD-609 |
| *(precast catch basins may be used with prior approval of the City Engineer)* | |
| Inlet Grate Detail | ISPWC SD-609 |
| Typical Drywell | 18.14.010.D.4a |
| Direct Entry Drywell | 18.14.010.D.4b |
| Grease & Sand Trap | 18.14.010.D.5 |
| **CONCRETE ***SEE NOTE 1 HEREON*** | |
| Curb and Gutter | ISPWC SD-701 OR SD-703 |
| Sidewalk | ISPWC SD-709 |
| Driveway Approaches | 18.14.012.B |
| Pedestrian Ramps | 18.14.012.C |
| Valley Gutter | ISPWC SD-708 |
| Sidewalks at Intersections | 18.14.012.E |

## DRAWING INDEX

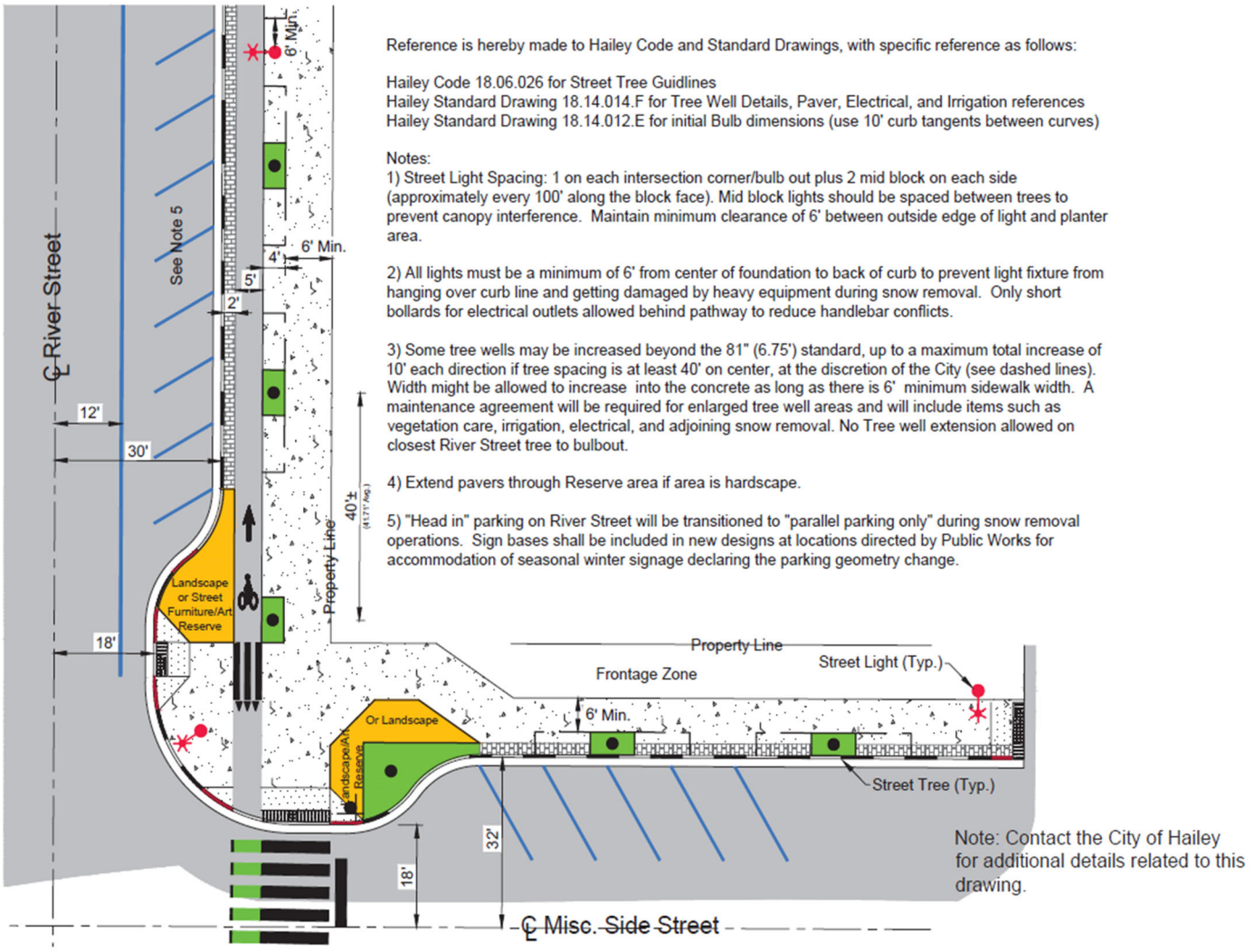
| TITLE | DRAWING NO. |
|---|---|
| **ROADS** | |
| Curbed Street Section | 18.14.012.F.1 |
| Typical Street Section | 18.14.012.F.2 |
| River Street Typical Section | 18.14.012.F.3 |
| Street Widening | 18.14.012.G |
| On - Street Parking Standards | 18.14.012.H.1 |
| On - Site Parking Standards | 18.14.012.H.2 |
| Typical Shared Use Path | 18.14.012.J |
| Typical Driveway Approach | 18.14.012.K |
| Street Radius | 18.14.012.L |
| **MISCELLANEOUS** | |
| Typical Utility Locations | 18.14.014.C |
| Street Signs | 18.14.014.D |
| Light Pole Pedestal Details | 18.14.014.E.1 |
| Light Pole Detail | 18.14.014.E.2 |
| Light Control Detail | 18.14.014.E.3 |
| Tree Well Details | 18.14.014.F |
| **STORM WATER MANAGEMENT** | |
| Details | See BMP's / SWPPP |

NOTES

1) All Concrete shall be class 4000 with a minimum of 1.5 lbs/C.Y. fiber reinforcement. Contractor shall provide the following written submittals prior to inspection:
   a) Mix Design
   b) Curing & Protection Plan (ISPWC 703.3.5)
   c) Post pour Cure Sealing Compound Type & application plan
2) Prefabricated base required unless otherwise approved by City. Fiberglass dustpan required on all manholes that are not on paved streets. WhirlyGIG form required between manhole cone and Cast Iron Frame with 12" max height.

| REVISIONS | 2022 CITY OF HAILEY STANDARD DRAWINGS | INDEX SHEET | 18.14.000.0 DRAWING NO. |
|---|---|---|---|

# Exhibit “B”: Proposed River Street Typical Section




Reference is hereby made to Hailey Code and Standard Drawings, with specific reference as follows:

Hailey Code 18.06.026 for Street Tree Guidlines
Hailey Standard Drawing 18.14.014.F for Tree Well Details, Paver, Electrical, and Irrigation references
Hailey Standard Drawing 18.14.012.E for initial Bulb dimensions (use 10' curb tangents between curves)

Notes:

1) Street Light Spacing: 1 on each intersection corner/bulb out plus 2 mid block on each side (approximately every 100' along the block face). Mid block lights should be spaced between trees to prevent canopy interference. Maintain minimum clearance of 6' between outside edge of light and planter area.

2) All lights must be a minimum of 6' from center of foundation to back of curb to prevent light fixture from hanging over curb line and getting damaged by heavy equipment during snow removal. Only short bollards for electrical outlets allowed behind pathway to reduce handlebar conflicts.

3) Some tree wells may be increased beyond the 81" (6.75') standard, up to a maximum total increase of 10' each direction if tree spacing is at least 40' on center, at the discretion of the City (see dashed lines). Width might be allowed to increase into the concrete as long as there is 6' minimum sidewalk width. A maintenance agreement will be required for enlarged tree well areas and will include items such as vegetation care, irrigation, electrical, and adjoining snow removal. No Tree well extension allowed on closest River Street tree to bulbout.

4) Extend pavers through Reserve area if area is hardscape.

5) "Head in" parking on River Street will be transitioned to "parallel parking only" during snow removal operations. Sign bases shall be included in new designs at locations directed by Public Works for accommodation of seasonal winter signage declaring the parking geometry change.

Note: Contact the City of Hailey for additional details related to this drawing.

| REVISIONS | 2022 CITY OF HAILEY STANDARD DRAWINGS | RIVER STREET TYPICAL SECTION | 18.14.012.F.3 DRAWING NO. |
|---|---|---|---|

# STAFF REPORT
# Hailey City Council
# Regular Meeting of November 28, 2022

**To:** Hailey City Council

**From:** Robyn Davis, Community Development Director
Brian Yeager Public Works Director/City Engineer

**Overview:** Consideration of a City-Initiated Text Amendment to Title 18: Mobility Design, Chapter 18.14: Standard Drawings, Section 18.14.012: Street and Drainage, to add the River Street Concept Design as a Standard Drawing within the Hailey Municipal Code. This addition would create a new item, item 18.14.012.F.3. River Street Typical Section. This also includes the revision of the Index in Section 18.14.000.0.

**Hearing:** November 28, 2022

---

**Applicant:** City of Hailey

**Notice:** Notice for the public hearing was published in the Idaho Mountain Express on November 9, 2022 and mailed to public agencies on November 9, 2022.

**Background:** The City of Hailey is seeking to include the River Street Concept Design as a Standard Drawing in Title 18, Chapter 18.14: Standard Drawings, Section 18.14.012: Street and Drainage. This addition would create a new item, item 18.14.012.F.3. River Street Typical Section. This also includes the revision of the Index in Section 18.14.000.0.

Through grant awards, the Urban Renewal Agency, the Capital Improvement Plan, and the general operations budget, the City of Hailey has been prioritizing non-motorized improvements throughout the River Street Corridor for several years. In preparation to fully construct and implement the River Street Concept Design along River Street, Staff has requested that new development along this corridor construct the typical section (attached) adopted within various plans, as well as the Concept Development efforts for the Local Highway Technical Assistance Council (LHTAC) project. This multimodal transportation concept includes the development of parking, raised curb, a separated bike lane at sidewalk-level, street trees, landscaping, and irrigation, electrical, and a sidewalk or pathway leading to the development.

The multimodal transportation concept design, intended for River Street, is an evolution of the City's long-term goals. The tenets of this concept date back to the 2007 Master Transportation Plan, which has evolved, and has been reiterated within additional plans over the years (e.g., 2014 Blaine County Bicycle and Pedestrian Plan (pg. 57-58)). This concept was also most recently articulated in Hailey's 2020 update of the Master Transportation Plan. The 2020 Master Transportation Plan Update (page 14) restates and supports the goals for River Street, which includes:

- only two low-speed vehicle travel lanes
- angled parking (to discourage back-in parking)
- dedicated bike lanes separated from the vehicle travel lanes
- street trees
- sidewalks

The River Street Concept has been a central piece in Hailey's bicycle and pedestrian planning for more than ten (10) years. The infrastructure improvements required to actualize the vision are costly. They involve years of plan-making, grant seeking, and participation. The city has asked those Applicants who seek to develop along the River Street Corridor, to collaborate in actualizing our multimodal transportation plans, as without this cooperation, the city's goals for improved pedestrian activity and related infrastructure become less attainable.

While an adopted concept within various plans and policy documents of the City of Hailey, this concept has not been codified as a Standard Drawing within Hailey's Municipal Code, Title 18: Mobility Design, and thereby, gives way to discretionary participation of the implementation of said design. The intent of this text amendment is to officially adopt the River Street Concept Design, to continue to take actionable measures in committing to, and fully developing an operational street equipped with the necessary vehicular and pedestrian improvements, as so desired by the City of Hailey and its citizenry.

**Standards of Review:**
**Criteria for Review. Section 17.14.060(A) of the Hailey Municipal Code provides "[w]hen evaluating any proposed amendment under this chapter, the hearing examiner or commission and council shall make findings of fact on the following criteria:**

1. **The proposed amendment is in accordance with the comprehensive plan;**
2. **Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;**
3. **The proposed uses are compatible with the surrounding area; and**
4. **The proposed amendment will promote the public health, safety and general welfare**.

**1. The proposed amendment is in accordance with the comprehensive plan;**
The Comprehensive Plan articulates the merits of effective transportation and recognizes the importance of safe vehicular and pedestrian connections between the city and its neighborhoods. The Comprehensive Plan also emphasizes efficient movement of people, not just cars.

Staff finds that by codifying the River Street Concept Design, this gesture directly supports the city's goals of implementing a multimodal transportation plan along River Street, further offering safe access from one point to another, and is most desirable to ensure the safety of Hailey's citizenry.

**2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services**;
The proposed amendments will not create excessive additional requirements at public cost for services. The amendments are intended to provide clarity for future development along the River Street Corridor by codifying the Standard Drawing of the River Street Typical Section.

**3. The proposed uses are compatible with the surrounding area; and**
The proposed text amendment to codify the River Street Concept Design is compatible with the surrounding area, as well as Hailey's long-term goals, Comprehensive Plan, and other policy documents adopted by Council previously (e.g., 2020 Update to Master Transportation Plan; 2014 Blaine County

Bicycle and Pedestrian Plan, etc.). This amendment would further facilitate and ensure safe pedestrian and vehicular movement within this corridor – the catalyst in actualizing this plan.

**4. The proposed amendment will promote the public health, safety and general welfare.**
The amendments recommended are consistent with the Hailey Comprehensive Plan, and will promote the public health, safety and general welfare of the community.

**Motion Language:**
**Approval:** Motion to approve and conduct the first reading of Ordinance No._____, an Ordinance amending Hailey Municipal Code, Title 18: Mobility Design, Section 18.14.012: Street and Drainage, to include new F.3. River Street Typical Section, which adds the River Street Concept Design as a Standard Drawing within the Hailey Municipal Code. This also includes the revision of the Index in Section 18.14.000.0, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety, and general welfare, and read by title only.

**Denial:** Motion to deny Ordinance No._____, an Ordinance revising the Hailey Municipal Code, Title 18: Mobility Design, Section 18.14.012: Street and Drainage, new F.3. River Street Typical Section, as a Standard Drawing within the Hailey Municipal Code, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

**Continuation:** Motion to continue the public hearing to _____ [the Council should specify a date].

# DRAWING INDEX

| TITLE | DRAWING NO. |
|---|---|
| **TRENCHING** | |
| Trench & Surface Repair | 18.14.010.A.1 |
| Typical Trench Section | 18.14.010.A.2 |
| **WATER** | |
| Fire Hydrant (Option 1) | 18.14.010.B.1 with ISPWC SD-406 |
| Fire Hydrant (Option 2) | 18.14.010.B.2 with ISPWC SD-406 |
| Water Service Connection | 18.14.010.B.3 |
| Thrust Blocking | ISPWC SD-403 |
| Typical Water & Sewer Layout | 18.14.010.B.5 |
| Water Pipe Laying | 18.14.010.B.6 |
| Non-potable Water Line Separation | ISPWC SD-407 |
| Typical Water Irrigation Layout | 18.14.010.B.11 |
| **SEWER** | |
| Sewer Manhole Type A | ISPWC SD-501 plus Note 2 hereon |
| Special Sewer Manholes | ISPWC SD-504 & 505 plus Note 2 hereon |
| Manhole Cover & Frame | ISPWC SD-507 plus Note 2 hereon |
| Sewer Service Connection | 18.14.010.C.4 |
| Sewer Backflow Valve | 18.14.010.C.5 |
| Sewer Pipe Laying | ISPWC SD-302 |
| Pipe Support Across Trench | 18.14.010.C.7 |
| **STORM** | |
| Primary Catch Basin | 18.14.010.D.1 |
| Satellite Catch Basin | ISPWC SD-601 or SD-603 with SD-609 |
| *(precast catch basins may be used with prior approval of the City Engineer)* | |
| Inlet Grate Detail | ISPWC SD-609 |
| Typical Drywell | 18.14.010.D.4a |
| Direct Entry Drywell | 18.14.010.D.4b |
| Grease & Sand Trap | 18.14.010.D.5 |
| **CONCRETE ***SEE NOTE 1 HEREON*** | |
| Curb and Gutter | ISPWC SD-701 OR SD-703 |
| Sidewalk | ISPWC SD-709 |
| Driveway Approaches | 18.14.012.B |
| Pedestrian Ramps | 18.14.012.C |
| Valley Gutter | ISPWC SD-708 |
| Sidewalks at Intersections | 18.14.012.E |

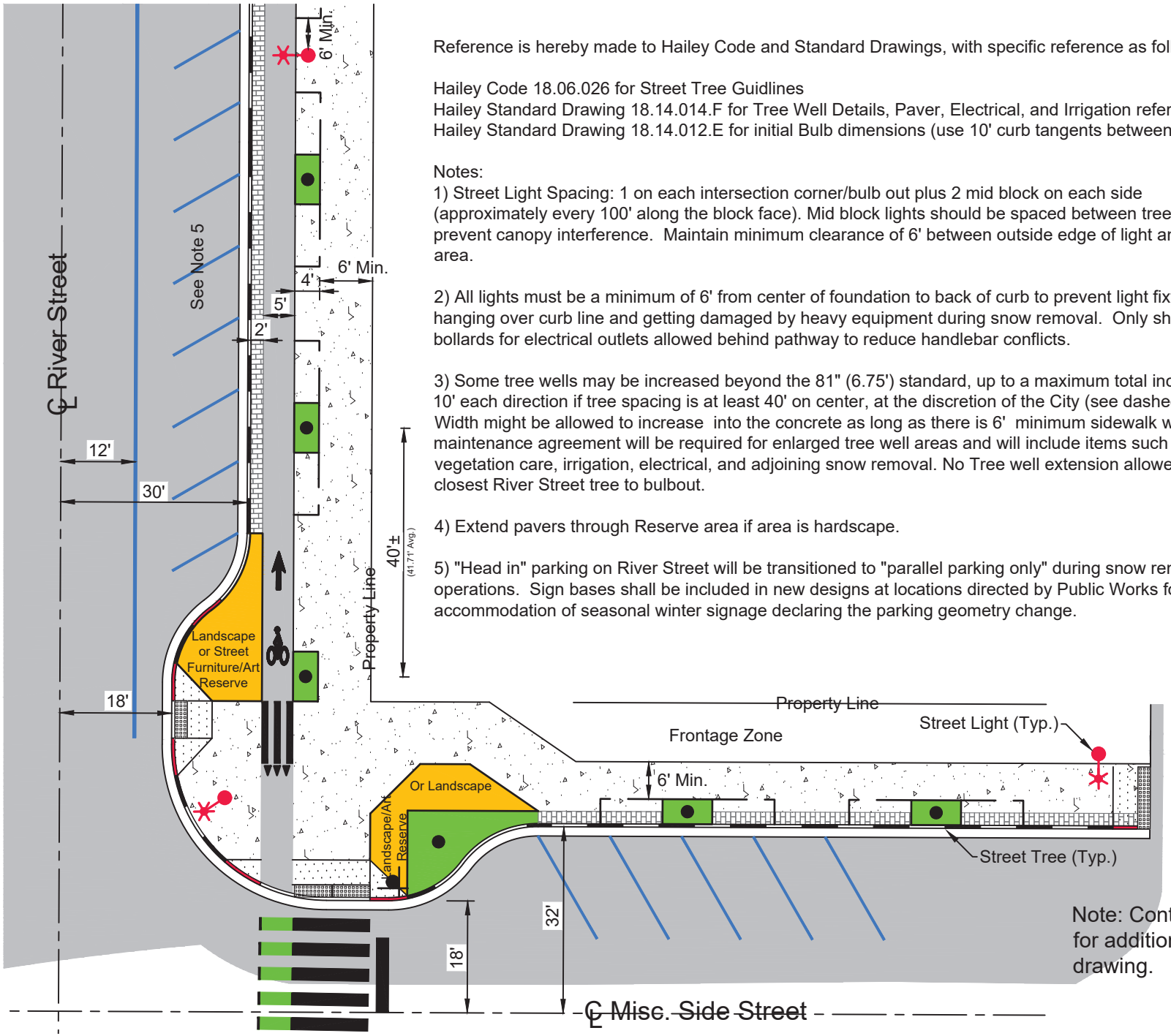
# DRAWING INDEX

| TITLE | DRAWING NO. |
|---|---|
| **ROADS** | |
| Curbed Street Section | 18.14.012.F.1 |
| Typical Street Section | 18.14.012.F.2 |
| River Street Typical Section | 18.14.012.F.3 |
| Street Widening | 18.14.012.G |
| On - Street Parking Standards | 18.14.012.H.1 |
| On - Site Parking Standards | 18.14.012.H.2 |
| Typical Shared Use Path | 18.14.012.J |
| Typical Driveway Approach | 18.14.012.K |
| Street Radius | 18.14.012.L |
| **MISCELLANEOUS** | |
| Typical Utility Locations | 18.14.014.C |
| Street Signs | 18.14.014.D |
| Light Pole Pedestal Details | 18.14.014.E.1 |
| Light Pole Detail | 18.14.014.E.2 |
| Light Control Detail | 18.14.014.E.3 |
| Tree Well Details | 18.14.014.F |
| **STORM WATER MANAGEMENT** | |
| Details | See BMP's / SWPPP |

## NOTES

1) All Concrete shall be class 4000 with a minimum of 1.5 lbs/C.Y. fiber reinforcement. Contractor shall provide the following written submittals prior to inspection:
   a) Mix Design
   b) Curing & Protection Plan (ISPWC 703.3.5)
   c) Post pour Cure Sealing Compound Type & application plan
2) Prefabricated base required unless otherwise approved by City. Fiberglass dustpan required on all manholes that are not on paved streets. WhirlyGIG form required between manhole cone and Cast Iron Frame with 12" max height.

| REVISIONS | 2022 CITY OF HAILEY STANDARD DRAWINGS | INDEX SHEET | 18.14.000.0 |
|---|---|---|---|
| | | | DRAWING NO. |




Reference is hereby made to Hailey Code and Standard Drawings, with specific reference as follows:

Hailey Code 18.06.026 for Street Tree Guidlines
Hailey Standard Drawing 18.14.014.F for Tree Well Details, Paver, Electrical, and Irrigation references
Hailey Standard Drawing 18.14.012.E for initial Bulb dimensions (use 10' curb tangents between curves)

Notes:

1) Street Light Spacing: 1 on each intersection corner/bulb out plus 2 mid block on each side (approximately every 100' along the block face). Mid block lights should be spaced between trees to prevent canopy interference. Maintain minimum clearance of 6' between outside edge of light and planter area.

2) All lights must be a minimum of 6' from center of foundation to back of curb to prevent light fixture from hanging over curb line and getting damaged by heavy equipment during snow removal. Only short bollards for electrical outlets allowed behind pathway to reduce handlebar conflicts.

3) Some tree wells may be increased beyond the 81" (6.75') standard, up to a maximum total increase of 10' each direction if tree spacing is at least 40' on center, at the discretion of the City (see dashed lines). Width might be allowed to increase into the concrete as long as there is 6' minimum sidewalk width. A maintenance agreement will be required for enlarged tree well areas and will include items such as vegetation care, irrigation, electrical, and adjoining snow removal. No Tree well extension allowed on closest River Street tree to bulbout.

4) Extend pavers through Reserve area if area is hardscape.

5) "Head in" parking on River Street will be transitioned to "parallel parking only" during snow removal operations. Sign bases shall be included in new designs at locations directed by Public Works for accommodation of seasonal winter signage declaring the parking geometry change.

Note: Contact the City of Hailey for additional details related to this drawing.

| REVISIONS | 2022 CITY OF HAILEY STANDARD DRAWINGS | RIVER STREET TYPICAL SECTION | 18.14.012.F.3 DRAWING NO. |
|---|---|---|---|

Return to Agenda

## AGENDA ITEM SUMMARY

**DATE:** 11/28/2022 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

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**SUBJECT:** 2nd / 3rd Reading Ord. No. 1314, amending the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending Lots 1-3, Block 69, Hailey Townsite (619 N 1st Avenue) to be located within the Downtown Residential Overlay (DRO). This change also includes amending Lots 4-7, and N. ½ of 8, Block 69, Hailey Townsite and Lots S. ½ of 8, 9-10, Block 69, Hailey Townsite (17 E Myrtle Street) to be located within the Downtown Residential Overlay (DRO). No changes to the underlying zoning districts are proposed.

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**AUTHORITY**: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code Title 16 (IFAPPLICABLE)

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**BACKGROUND:**

1st reading was done November 14, 2022.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**:
Caselle #_____

Budget Line Item #_____ YTD Line-Item Balance $_____
Estimated Hours Spent to Date: Estimated Completion Date:
Staff Contact: Robyn Davis Phone # 788-9815 #2015

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

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

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

2nd reading - no motion needed

3rd reading: Motion to approve Ordinance No. 1314, authorize the Mayor to sign and read by title only.

---

**ADMINISTRATIVE COMMENTS/APPROVAL**:
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

---

**ACTION OF THE CITY COUNCIL**:
MOTION LANGUAGE:

3rd reading: Motion to approve Ordinance No. 1314, authorize the Mayor to sign and read by title only.

_____

Date _____

City Clerk _____

---

**FOLLOW-UP**:

*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: _____ Copies (allinfo.): Copies

Instrument # _____

**HAILEY ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17 OF THE HAILEY MUNICIPAL CODE, BY AMENDING SECTION 17.05.020, OFFICIAL ZONING MAP; REZONING LOTS 1-3, BLOCK 69, HAILEY TOWNSITE (619 N. 1ST AVENUE) FROM GENERAL RESIDENTIAL (GR) AND TOWNSITE OVERLAY (TO) TO GENERAL RESIDENTIAL (GR) AND TOWNSITE OVERLAY (TO) AND ADD WITHIN THE DOWNTOWN RESIDENTIAL OVERLAY (DRO); AND REZONING LOTS 4-7 AND N. ½ OF 8, BLOCK 69, HAILEY TOWNSITE AND LOTS S. ½ OF 8, 9-10, BLOCK 69, HAILEY TOWNSITE (17 E MYRTLE STREET) FROM LIMITED BUSINESS (LB) AND TOWNSITE OVERLAY (TO) TO LIMITED BUSINESS (LB) AND TOWNSITE OVERLAY (TO) AND ADD WITHIN THE DOWNTOWN RESIDENTIAL OVERLAY (DRO); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the real property located at 619 North 1st Avenue and more particularly described as Lots 1-3, Block 69, Hailey Townsite ("Subject Property") is in the General Residential (GR) and Townsite Overlay (TO) Zoning Districts and the real property located at 17 East Myrtle Street and more particularly described as Lots 4-7 and N. ½ of 8, Block 69, Hailey Townsite and Lots S. ½ of 8, 9-10, Block 69, Hailey Townsite ("Subject Property") is in the Limited Business (LB) and Townsite Overlay (TO);

WHEREAS, the Hailey City Council has found that by amending the Zoning Map to include Lots 1-3, Block 69, Hailey Townsite; Lots 4-7, and N. ½ of 8, Block 69, Hailey Townsite; and Lots S. ½ of 8, 9-10, Block 69, Hailey Townsite to be located within the Downtown Residential Overlay (DRO), would encourage higher density residential projects in close proximity to the Main Street Corridor;

WHEREAS, the Hailey City Council has found that essential public facilities and services are available to the uses in the Downtown Residential Overlay (DRO) zoning district without excessive public cost;

WHEREAS, the Hailey City Council has found that the proposed uses in the General Residential (GR), Townsite Overlay (TO), Limited Business (LB), and the Downtown Residential Overlay (DRO) Zoning Districts are compatible with the surrounding area; and

WHEREAS, the Hailey City Council has found that the following amendments to the Hailey Municipal Code Title 17 conform to the Hailey Comprehensive Plan;

WHEREAS, the Hailey City Council has found that the amendment set forth in this Ordinance will promote the public health, safety and general welfare.

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

Section 1. Section 17.05.010 of the Hailey Municipal Code is hereby amended by the adoption of changing the zoning on the Official Zoning Map for Lots 1-3, Block 69, Hailey Townsite (619 N 1st Avenue) from General Residential (GR) and Townsite Overlay (TO) to General Residential (GR) and Townsite Overlay (TO) and add within the Downtown Residential Overlay (DRO); and Lots 4-7 and N. ½ of 8, Block 69, Hailey Townsite and Lots S. ½ of 8, 9-10, Block 69, Hailey Townsite (17 E Myrtle Street) from Limited Business (LB) and Townsite Overlay (TO) to Limited Business (LB) and Townsite Overlay (TO) and add within the Downtown Residential Overlay (DRO);

Section 2. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. Repealer Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after the approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS __ DAY OF _____, 2022.

_____
Martha Burke Mayor, City of Hailey

Attest:

_____
Mary Cone, City Clerk

Return to Agenda

## AGENDA ITEM SUMMARY

**DATE:** 11/28/2022 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

---

-**SUBJECT**: 2nd / 3rd Reading Ord. No.1313, amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment , and change the parking requirement for theatres from one (1) parking stall per 4.5 persons to one (1) parking stall per one thousand (1,000) square feet of gross building area. ACTION ITEM

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

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

1st reading was done October 24, 2022. 2nd reading was done November 14, 2022

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**: Caselle #_____

Budget Line Item #_____ YTD Line-Item Balance $_____
Estimated Hours Spent to Date: Estimated Completion Date: 10/23/2022
Staff Contact: Robyn Davis Phone # 788-9815 #2015

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**: (IFAPPLICABLE)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ___ | City Attorney | _X_ | City Administrator | ___ | Engineer | ___ | Building |
| ___ | Library | _X_ | Planning | ___ | Fire Dept. | __ | _Finances |
| ___ | Safety Committee | _X_ | P & Z Commission | ___ | Police | ___ | _____ |
| ___ | Streets | _X_ | Public Works, Parks | ___ | Mayor | ___ | _____ |

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

**MOTION LANGUAGE:**

**Approval:**

**2nd reading - no motion needed**

**3rd reading: Motion to approve Ordinance No. 1313, authorize the Mayor to sign and read by title only.**

specify a date].

---

**ADMINISTRATIVE COMMENTS/APPROVAL**:
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

---

**ACTION OF THE CITY COUNCIL**:
Date _____
City Clerk _____

---

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

**HAILEY ORDINANCE NO. 1313**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17: ZONING REGULATIONS, CHAPTER 17.09: PARKING AND LOADING SPACES, SECTION 17.09.040.02: COMMERCIAL, PROFESSIONAL, SERVICE, RECREATION AND ENTERTAINMENT, TO CHANGE THE PARKING REQUIREMENT FOR THEATRES FROM ONE (1) SPACE PER 4.5 PERSONS TO ONE (1) SPACE PER ONE THOUSAND (1,000) SQUARE FEET OF GROSS BUILDING AREA; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Municipal Code will generally conform to the Hailey Comprehensive Plan;

WHEREAS, the amendments will not create excessive additional requirements at public cost for public facilities and services; and

WHEREAS, the amendment will be in accordance with the safety and welfare of the general public.

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

Section 1. Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment, is hereby amended by removing "theatres" from the following the table, as indicated by the bolded strike-through:

**17.09.040.02: COMMERCIAL, PROFESSIONAL, SERVICE, RECREATION, AND ENTERTAINMENT:**

All commercial, professional, service, recreation and entertainment uses shall provide improved parking in the amount of one (1) parking space for every one-thousand (1,000) square feet of gross building area, except as follows:

| | |
|---|---|
| Athletic fields and other outdoor sports facilities | 1 space per 5,000 square feet of gross land area. |
| Auditoriums, ~~**theatres,**~~ sports arenas, and other assembly areas not otherwise regulated herein | 1 space for each 4.5 persons at the rated maximum occupancy of the building. |
| Golf course | 2 spaces per hole, 2 spaces per driving range and 2 spaces per putting green, plus space as required for any clubhouse. |
| Tennis courts | 1 space per court. |

(Ord. 1191, 2015}

Section 3. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 4. Repealer Clause. All City of Hailey ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after the required three (3) readings, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2022.

_____
Martha Burke, Mayor, City of Hailey

Attest:

_____
Mary Cone, City Clerk, City of Hailey

Return to Agenda