

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday September 13, 2021 * 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, in person at City Hall Council Chambers, located upstairs at 115 South Main Street, Hailey, Idaho.

Participants may also join our meeting via go-to-meeting from a computer, tablet or smartphone.

Both in-person and electronic participants will be provided with meeting materials and the opportunity to make public comment.

To join our meeting from your computer, tablet or smartphone:

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

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

From your computer, tablet or smartphone:

<https://www.gotomeet.me/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 324 | Motion to approve Resolution 2021-087 authorizing annual contract with Idaho Counties Risk Management Program for general insurance for the City of Hailey for FY 202-2022, including property, liability and errors and omissions, at a cost of \$131,065, reduced by 8% due to the availability of direct access to ICRMP without an agent ACTION ITEM | 1 |
| CA 325 | Motion to approve Resolution 2021-088 authorizing a contract for services with Rick Allington to provide prosecution of misdemeanors for FY 2021-2022, for an annual amount of \$48,225. ACTION ITEM | 98 |
| CA 326 | Motion to approve Resolution 2021-089 authorizing contract for services with Mountain Rides Transportation Authority for bus and transportation services for FY 2021-2022, at a cost of \$82,000 ACTION ITEM | 107 |
| CA 327 | Motion to approve Resolution 2021-090 authorizing contract for services with The Senior Connection for door-to-door transportation services for Hailey seniors through a contribution of Local Option Tax in the amount of \$4,000 ACTION ITEM | 116 |
| CA 328 | Motion to adopt Resolution 2021-091, ratifying the mayor’s signature on a bid proposal from Idaho Materials and Construction (IMC), for paving work under the River St. URA project, in the amount of \$31,515.75 ACTION ITEM | 123 |
| CA 329 | Motion to ratify Pay Request #5 for the Hailey Fire Station Project, authorizing the payment made on August 30, 2021 in the amount of \$18,404.51 ACTION ITEM | 128 |
| CA 330 | Motion to approve Pay Request #6 for the Hailey Fire Station Project, authorizing a September payment in the amount of \$16,830.80 ACTION ITEM | 134 |
| CA 331 | Motion to approve the Special Event, 4 th Annual Hispanic Heritage Fest, to be held Saturday, September 18 th , 2021, from 10:00am to 9:00pm, in McKercher Park ACTION ITEM | 140 |
| CA 332 | Motion to approve alcohol sales restrictions near a church or school within 300 feet for new business (Broadford Beverage located at 502 North Main Street ACTION ITEM | 147 |
| CA 333 | Motion to approve transfer of Auto Transportation Service Business License ACTION ITEM | 149 |
| CA 334 | Motion to approve Resolution 2021-092 a Termination of Easement Agreement, terminating an easement in Sunbeam Subdivision in exchange for the construction of a nonmotorized trail approximately 300’ to the north in Old Cutters Subdivision. ACTION ITEM | 152 |

| | | | |
|------------------------|---|--------------------|-----|
| CA 335 | Motion to approve minutes of August 16, 2021 and to suspend reading of them | ACTION ITEM | 161 |
| CA 336 | Motion to approve minutes of August 23, 2021 and to suspend reading of them | ACTION ITEM | 165 |
| CA 337 | Motion to ratify claims for expenses incurred paid in August, 2021 | ACTION ITEM | 177 |
| CA 338 | Motion to approve claims for expenses incurred during the month of August, 2021, and claims for expenses due by contract in September, 2021 | ACTION ITEM | 182 |
| CA 339 | Motion to approve unaudited Treasurer’s report for the month of August 2021 | ACTION ITEM | 214 |

MAYOR’S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

| | | | |
|------------------------|---|--------------------|-----|
| PP 340 | Proclamation – September is Hispanic Heritage Month | ACTION ITEM | 223 |
| PP 341 | Wendy Jaquet & Dwayne Briscoe present on proposed legislation re: Resort City Real Estate Transfer Tax (No Documents) | ACTION ITEM | |

PUBLIC HEARING:

| | | | |
|------------------------|--|--------------------|-----|
| PH 342 | Consideration of a Final Plat Application by Old Cutters Inc., represented by Galena Engineering, wherein Lot 15, Block 6, Old Cutters Subdivision (611 Little Lena Dr.) is subdivided into two (2) sublots, Sublot 1 is 5,008 square feet in size, and Sublot 2 is 5,007 square feet in size. This project is located within the General Residential (GR) Zoning District. This project is known as Poco Lena Subdivision. THIS ITEM TO BE CONTINUED TO SEPTEMBER 27, 2021 | ACTION ITEM | |
| PH 343 | Consideration of a Final Plat Application by Old Cutters Inc., represented by Galena Engineering, wherein Lot 3, Block 11, Old Cutters Subdivision (1120 E. Myrtle Street) is subdivided into two (2) sublots, Sublot 1 is 7,845 square feet in size, and Sublot 2 is 7,721 square feet in size. This project is located within the General Residential (GR) Zoning District. This project is known as Starlight Serenade Subdivision | ACTION ITEM | 227 |

NEW BUSINESS:

| | | | |
|------------------------|---|--------------------|-----|
| NB 344 | Consideration of Health Order 2021-06, which, if adopted, would institute mask mandates within the city limits of Hailey in indoor public spaces and in outdoor public places when distancing can’t be maintained | ACTION ITEM | 240 |
| NB 345 | Consideration of a swing set donation for Lions Park from the Kiwanis Club | ACTION ITEM | 246 |

OLD BUSINESS:

| | | | |
|------------------------|---|--------------------|-----|
| OB 346 | 2 nd Reading of Ordinance 1293, amending Hailey Municipal Code 15.16, Development Impact Fees, to establish square footage categories for fee assessment and a new development impact fee schedule | ACTION ITEM | 249 |
|------------------------|---|--------------------|-----|

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 000

EXECUTIVE SESSION:

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1294 Next Resolution Number- 2021-093 Next Health Order Number – 2021-06

AGENDA ITEM SUMMARY

DATE: 09/13/2021

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2021- 087 authorizing annual contract with Idaho Counties Risk Management Program for general insurance for the City of Hailey for FY 202-2022, including property, liability and errors and omissions, at a cost of \$131,065, reduced by 8% due to the availability of direct access to ICRMP without an agent

AUTHORITY: x ID Code §§ 67-2326, 67-2333, 6-923, 67-2328 _____
 IAR _____ City Ordinance/Code _____

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

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

This year, ICRMP has offered the city direct access to them without the use of a local agent. With direct access, ICRMP will reduce the billed premium by 8% due to no commission being paid to an agent, which will drop the billed premium from \$142,462 down to \$131,065. If, in the future, the city does wish to go through an agent again, the 8% will be added back onto that year's premium to account for the commission.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The insurance has decreased from \$141,135 last year.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021- 087 authorizing annual contract with Idaho Counties Risk Management Program for general insurance for the City of Hailey for FY 202-2022, including property, liability and errors and omissions, at a cost of \$131,065, reduced by 8% due to the availability of direct access to ICRMP without an agent

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 # _____

September 1, 2021

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

RE: Independent Insurance Agent Mark Balcos and agency Asset Protection Group dba Wood River Ins

Dear Heather,

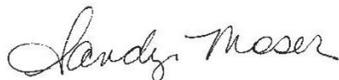
Per our records, Mark Balcos from Asset Protection Group dba Wood River Ins was your ICRMP approved insurance agent. Effective September 1, 2021 we have cancelled this agent/agency's appointment, therefore they are no longer authorized to represent or assert affiliation with ICRMP.

Due to this cancellation, you now need to either select a new ICRMP approved local agent or choose to access ICRMP directly without an agent. Please contact Justin Nyquist, Underwriting Coordinator at 208-246-8216 or jnyquist@icrmp.org to discuss these options.

Please be assured that this transition will not affect coverage or the renewal of your ICRMP policy. For your convenience we have included your October 1, 2021 renewal policy along with vehicle insurance cards, and certificates of insurance.

We apologize for any inconvenience.

Respectfully,



Sandy Moser, CPCU
Underwriting Manager

September 1, 2021

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

RE: Accessing ICRMP Without an Insurance Agent Effective September 1, 2021

Dear Governing Board,

This notice will serve to confirm your choice of accessing ICRMP without agent representation – Direct Access. We believe choosing this option will provide you with increased membership knowledge of services provided, as well as provide your entity with a possible reduction in premium. Services that were previously the responsibility of your insurance agent will now be performed by ICRMP as follows:

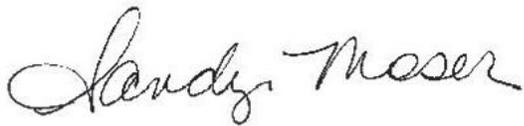
- Provide you an estimated renewal contribution amount April/May to assist you in the preparation of your budget.
- Deliver your ICRMP policy at renewal and review policy changes with you and/or your governing board to answer relevant questions about coverage and policy terms.
- Review your list of property insured with us as this gives you the opportunity to see all property covered by ICRMP as well as the value assigned to it.
- Provide you with property appraisals performed by an ICRMP approved independent valuation contractor.
- Provide you with proof of insurance Vehicle Identification cards for all of your insured vehicles.
- Collect data used to underwrite and price your insurance policy.
- Provide Certificates of Insurance for showing required coverage and limits.

In addition to the services above once performed by your independent agent, these services are provided as well:

- Receive in-person contact by an ICRMP representative to check on your needs and satisfaction.
- Direct response to insurance and risk management questions.
- Regular review of ICRMP's risk management resources and trainings.

We welcome you as a Direct Access member and encourage you to fully utilize all of our services as your comprehensive insurance and risk management program. For future service needs, please contact Mary Kummer at 208-246-8210 or mkummer@icrmp.org.

Respectfully,

A handwritten signature in cursive script that reads "Sandy Moser". The signature is written in black ink and is positioned above the typed name and title.

Sandy Moser, CPCU
Underwriting Manager

**CITY OF HAILEY
RESOLUTION NO. 2021-087**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING RENEWAL OF ICRMP INSURANCE CONTRACT FOR FY 2021-2022**

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

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

WHEREAS, the City of Hailey desires to directly access ICRMP as its agent, with Hailey taxpayers benefitting from an 8% decrease in ICRMP's insurance premium when additional local insurance agent's services are not used;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the Mayor of the City of Hailey is authorized to enter into an insurance contract with Idaho Counties Risk Management for fiscal year 2021/2022.

Passed this 13th day of September, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES
October 1, 2021 through September 30, 2022**

A. SECTION II, GENERAL DEFINITIONS

Item 1: A. (14.) *Mobile Equipment* – CLARIFY

Adopted the definition from standardized commercial property insurance to clarify those items it applies.

Item 2: A. (18.) d. *Pollutant* – CLARIFY

Added clarity that item d. is a stand-alone part of the definition as it was formally party of item c.

B. SECTION V, PROPERTY INSURANCE

Item 1: Limit of Indemnification – CLARIFY

Moved language from the Conditions section to the Property Insurance Provided section to bring clarity to our overall limit of indemnification within this section.

Item 2: Property Insurance Provided – *Additional Coverages* – CLARIFY

Moved language from the Conditions to the Property Insurance Provided section to bring clarity that all of the items referenced are additional coverages. Further, added language to each property insurance provided item to clarify it insures against all risks of direct physical loss, unless excluded elsewhere.

Item 3: Exclusion D. (4.) (b.) – *Standing Timber* – REDUCTION

Added the term standing timber to excluded item.

Item 4: Exclusion D. (4.) (i.) – *Levies* - CLARIFY

Added the term levies to clarify it is a type of earthen dam.

Item 5: Exclusion D. (4.) (j.) – *Membranes* - CLARIFY

Added the term “however characterized, with the intent and design” to clarify that we do not intend to provide coverage to any type of membrane as detailed.

C. SECTION VI – CRIME INSURANCE

Item 1: Insuring Agreement – *Surety Bond* – CLARIFY

Moved the item from Conditions in this section to the Insuring Agreement section to clarify that this Crime section does provide coverage in lieu of a Public Officials Surety Bond as required by Idaho Code 59-804.

Item 2: Insuring Agreement – *Surety Bond* – REDUCTION

Specified a limit for the Policy in Lieu of Public Officials Surety Bond of \$50,000 per occurrence, not to exceed \$500,000 in the aggregate for all claims annually within the Declarations pages.

Item 3: Insuring Agreement – *Notary Bond* – CLARIFY

Added the term “Notary Bond” to the Surety Bond Insuring Agreement to clarify this is covered under this bond coverage as allowed under Idaho Code 59-804.

Item 4: Insuring Agreement – *Notary Bond* – REDUCTION

Specified a sublimit for the Notary Bond for the Policy in Lieu of Public Officials Surety Bond of \$25,000 per occurrence within the Declarations pages. Also added a condition to the Notary Bond coverage, along with a standard exclusion related to the types of Notary Bond claims not covered.

D. SECTION IX, EMPLOYMENT PRACTICES LIABILITY

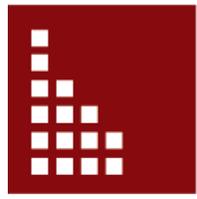
Item 1: Condition C. (2.) – *Deductible* - REDUCTION

Increased deductible for claims for damages brought forth under this coverage section brought by any employee relating to personnel-related actions. This deductible applies for any claim arising out of wrongful termination, constructive discharge, retaliation, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful discrimination, harassment of any type, assault, battery, and/or any claim resulting from or related to any type of unlawful or unfair employment practice. This deductible structure applies whether the alleged damages arise from negligent, intentional or any other type of otherwise wrongful conduct. However, these deductibles will be waived if you consult with us before such employment action, including termination or suspension of employment, and has followed all reasonable advice provided by us or an attorney assigned by us with respect to such employment action.

E. SECTION XV, ENDORSEMENTS

Item 1: #5 Cyber Liability Endorsement. – REDUCTION

Replaced Cyber Liability Endorsement in its entirety in this policy with all new coverage language. The primary change is to the Ransomware limit in that it is being reduced to \$50,000 per claim and in the aggregate annually.



ICRMP

Policy Year

2021-2022

PUBLIC ENTITY

Multi-Lines Insurance

Policy

Issued for:

City of Hailey

Issued by:

Idaho Counties Risk Management Program

3100 Vista Avenue, Suite 300, Boise, ID 83705

Phone: (208) 336-3100 ~ Fax: (208) 336-2100

www.icrmp.org

August 26, 2021

TO: City of Hailey

RE: Terrorism Coverage for Policy Year Effective October 1, 2021

Dear Valued ICRMP Member:

Following the events of September 11, 2001, the nation's largest insurers took their case to Congress concerning their ability to withstand the financial consequences of additional terrorist acts that might take place on American soil. As a consequence, Congress enacted the Terrorism Risk Insurance Act (TRIA) that is intended to protect insured property owners by assuring that their property insurers are not overwhelmed by terrorism-driven claims. Local government risk sharing pools generally were excluded from TRIA.

Because ICRMP is regulated under Idaho law as a reciprocal insurer, federal law requires ICRMP to offer complete terrorism property coverage to its Members. In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your entity lists on our schedule of values against any "certified act of terrorism". We are providing property coverage by including the peril of terrorism as a cause of loss in Section V-Property of your renewal policy.

This is your ***formal notice*** as required by Federal Law and disclosure that there is not an additional premium for this coverage. The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

Sincerely,

Sandy Moser
Underwriting Manager

PUBLIC ENTITY MULTI-LINES INSURANCE POLICY DECLARATIONS

ISSUED BY IDAHO COUNTIES RISK MANAGEMENT PROGRAM, UNDERWRITERS
3100 Vista Avenue, Suite 300
Boise, Idaho 83705
(208) 336-3100

| | |
|---|---|
| Named Insured: | City of Hailey |
| Address: | 115 S. Main, Ste H Hailey, Idaho 83333 |
| | |
| Application Date: | August 1, 2021 |
| | |
| Policy Number: | 41A02071100121 |
| | |
| Policy Period: | From: October 1, 2021 |
| | To: October 1, 2022 |
| | <i>Both dates above at 12:01 AM</i> |
| | |
| Member Contribution: | \$142,462 |
| | |
| <p>NOTICE REGARDING INSURANCE GUARANTY ASSOCIATION</p> <p>As required by Article VIII, Section 4 and Article XII, section 4 of the Idaho Constitution and Idaho Code Section 41-3603(10), the ICRMP Program is not a participant in the Idaho Insurance Guaranty Association. As such, ICRMP Subscribers are not responsible for the costs of private insurer insolvencies, nor are they or claimants against them entitled to any of the protections which participation in the Guaranty Association would provide. This notice is provided in cooperation with the Idaho Insurance Guaranty Association. For additional information concerning this notice, contact ICRMP at 208-336-3100.</p> | |

PROPERTY

Section V limit of indemnification is \$200,000,000 per occurrence and this limit is for all property coverages and all limits of indemnification combined with all public entity members collectively.

| <i>Insuring Agreements</i> | <i>Limit of Indemnification</i> | <i>Coverage Basis</i> | <i>Deductible</i> |
|--|---|---|--|
| <i>Buildings, Structures & Property, Mobile Equipment and Vehicle Physical Damage</i> | | | |
| <u>Sublimits:</u> | | | |
| Claim Preparation Fees & Expenses | \$100,000 | Per covered occurrence. | The first \$1,500 per covered occurrence is applicable to Section V, Insurance Provided 1 and 2, excepting flood and earthquake losses. |
| Debris Removal | \$2,500,000 (lesser of 25% of property damage, loss or limit shown) | Per covered occurrence. | |
| Earthquake | \$62,500,000 | Per covered occurrence and/or in the Annual Aggregate with all Public Entity members combined in this policy year. | |
| Employee/Volunteer Property | \$50,000 | Per occurrence. | |
| Evacuation Expenses | \$50,000 | Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year. | |
| Fire Brigade/Extinguishing | \$25,000 | Per occurrence. | |
| Fine Arts | \$1,000,000 | Per Covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year. | |
| Flood Type 1* | \$12,500,000 | Per Covered occurrence and/or in the Annual Aggregate with all Public Entity members claims combined in this policy year. | |
| Flood Type 2** | \$62,500,000 | Per Covered occurrence and/or in the Annual Aggregate with all Public Entity members claims combined in this policy year. | |
| Inadvertently Omitted Items | \$2,500,000 | Per Covered occurrence and/or in the Annual Aggregate for multiple occurrences in this policy year. | |
| Increased Cost of Construction | \$10,000,000 | Per covered occurrence. | *Flood Type 1: The first \$500,000 per building and first \$500,000 per contents per covered occurrence. **Flood Type 2: The first \$25,000 per covered occurrence. |
| Landscape Items | \$25,000 | Per covered occurrence. | |
| Newly Acquired Property | \$10,000,000/120 days | Per covered occurrence and within 120 days of acquisition. | |
| Operational Disruption Expense | \$5,000,000 | Per covered occurrence and includes sublimits as listed under heading. | |
| • Data Restoration | \$250,000 | Per covered occurrence and is included in the \$5,000,000 limit. | |
| • Extra Expense | \$2,000,000 | Per covered occurrence and is included in the \$5,000,000 limit. | |
| • Expediting Expense | \$500,000 | Per covered occurrence and is included in the \$5,000,000 limit. | |
| • Leasehold Interest | \$1,000,000 | Per covered occurrence and is included in the \$5,000,000 limit. | |
| Property in Course of Construction | \$5,000,000 | Per covered occurrence. | |
| Property in Transit | \$1,000,000 | Per covered occurrence. | |
| Protection & Preservation of Property | \$250,000 | Per covered occurrence. | |
| Service Animals | \$25,000 | Per covered occurrence. | |
| Unmanned Aircraft (Drones) | \$50,000 | Per covered occurrence. | |
| Valuable Papers and Records | \$1,000,000 | Per covered occurrence and includes sublimits as listed under heading. | |
| • Data Restoration Related to Valuable Papers and Records | \$250,000 | Per covered occurrence and/or in the aggregate for multiple occurrences in this policy year. | |

----- CRIME INSURANCE-Section VI-----

| <i>Insuring Agreements</i> | <i>Limit of Indemnification</i> | <i>Coverage Basis</i> | <i>Deductible</i> |
|--|---------------------------------|--|--|
| 1. <i>Employee Dishonesty</i> | \$500,000 | Per covered occurrence and in the aggregate for all claims annually. | The first \$5,000 of any loss in this section. |
| 2. <i>Loss Inside Premises</i> | \$500,000 | Per covered occurrence and in the aggregate for all claims annually. | |
| 3. <i>Loss Outside Premises</i> | \$500,000 | Per covered occurrence and in the aggregate for all claims annually. | |
| 4. <i>Policy in Lieu of Public Officials Surety Bond</i> | \$50,000 | Per covered occurrence and not to exceed \$500,000 in the aggregate for all claims annually. | |
| <i>Sublimit Notary Bond</i> | \$25,000 | Per covered occurrence. | |

-----OCCURRENCE LIABILITY COVERAGES-----

| <i>Section and/or Insuring Agreements</i> | <i>Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code</i> | <i>Indemnification Limit for All Other Covered Claims</i> | <i>Defense Cost Limit for Covered Claims</i> | <i>Coverage Basis</i> |
|--|--|---|--|--|
| AUTO LIABILITY- SECTION VII | | | | |
| 1. <i>Automobile Liability (Accident Outside State of Idaho)</i> | \$500,000 | \$3,000,000 | \$2,000,000 | Per covered accident. Per covered accident. |
| <i>Automobile Liability (Accident Inside State of Idaho)</i> | \$500,000 | \$500,000 | Included in above | |
| 2. <i>Automobile Medical Payments</i> | \$5,000 \$100,000 | \$5,000 \$100,000 | Not Applicable | Each person. Each accident. |
| 3. <i>Uninsured / Underinsured Motorists</i> | \$100,000 \$300,000 | \$100,000 \$300,000 | Included in above | Each person. Each accident. |
| GENERAL LIABILITY- SECTION VIII | | | | |
| 1. <i>General Liability</i> | \$500,000 | \$3,000,000 | \$2,000,000 | Per covered occurrence. |
| <i>Sublimits:</i> | | | | |
| Sewer Backup | \$500,000 | \$500,000 | Included in above | Per covered occurrence. |
| Fire Suppression Liability | \$500,000 | \$500,000 | Included in above | Per covered occurrence. |
| LAW ENFORCEMENT LIABILITY- SECTION IX | | | | |
| <i>Law Enforcement Liability</i> | \$500,000 | \$3,000,000 | \$2,000,000 | Per covered occurrence. |

-----CLAIMS MADE LIABILITY COVERAGES-----

| <i>Section and/or Insuring Agreements</i> | <i>Indemnification Limit for Covered Claims Brought Pursuant to Title 6, Ch. 9, Idaho Code</i> | <i>Indemnification Limit for All Other Covered Claims</i> | <i>Defense Cost Limit for Covered Claims</i> | <i>Coverage Basis</i> |
|---|--|---|--|---|
| <p><i>ERRORS & OMISSIONS LIABILITY – SECTION X</i></p> <p align="center"><u>CLAIMS MADE COVERAGE</u> Retroactive Date: January 7, 1991</p> <p>1. <i>Errors & Omissions Liability</i></p> | \$500,000 | \$3,000,000 | \$2,000,000 | Per covered claim. |
| <p><i>EMPLOYEE BENEFITS LIABILITY – SECTION XI</i></p> <p align="center"><u>CLAIMS MADE COVERAGE</u> Retroactive Date: January 7, 1991</p> <p>1. <i>Employee Benefits Liability</i></p> | \$500,000 | \$3,000,000 | \$2,000,000 | Per covered claim. |
| <p><i>EMPLOYMENT PRACTICES LIABILITY – SECTION XII</i></p> <p align="center"><u>CLAIMS MADE COVERAGE</u> Retroactive Date: January 7, 1991</p> <p>1. <i>Employment Practices Liability</i></p> | \$500,000 | \$3,000,000 | \$2,000,000 | The first \$5,000 per covered claim as detailed within the coverage section. Per covered claim. |
| <p><i>SEXUAL MOLESTATION/SEXUAL ABUSE LIABILITY – SECTION XIII</i></p> <p align="center"><u>CLAIMS MADE COVERAGE</u> Retroactive Date: October 1, 2010</p> <p>1. <i>Sexual Molestation/Sexual Abuse Liability</i></p> | \$500,000 | \$3,000,000 | \$2,000,000 | Per covered claim. |
| <p><i>CHEMICAL SPRAYING ACTIVITIES LIABILITY – SECTION XIV</i></p> <p align="center"><u>CLAIMS MADE COVERAGE</u> Retroactive Date: January 7, 1991</p> <p>1. <i>Chemical Spraying Activities Liability</i></p> | \$500,000 | \$500,000 | \$500,000 | Per covered claim and/or in the aggregate for multiple claims. |

ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV, AND XV COMBINED IS \$5,000,000.

SECTION XV – ENDORSEMENTS

| <i>Insuring Agreements</i> | <i>Limit of Indemnification</i> | <i>Defense Cost Limit</i> | <i>Coverage Basis and/or Aggregate</i> | <i>Deductible</i> |
|--|---|--------------------------------------|---|--|
| #1 - Accidental Discharge of Pollutants Amendatory Endorsement | \$100,000 | Not applicable | Per covered occurrence and \$500,000 in the annual aggregate for multiple claims. | The first \$1,500 of any loss for Endorsement #1. |
| #2 – Cyber Privacy or Security Event Endorsement CLAIMS MADE COVERAGE Retroactive Date: October 1, 2015 <i>Sublimits:</i> Privacy or Security Event Liability Privacy Response Expenses Regulatory Proceedings & Penalties PCI-DSS Assessments Electronic Equipment, Electronic Data, & Network Interruption Costs Cyber Extortion Expenses & Monies Social Engineering Financial Fraud | \$1,000,000 Included in above Included in above Included in above Included in above \$250,000 \$50,000 \$100,000 | Included in limit of indemnification | Per Covered Claim and \$10,000,000 in the aggregate annually with all ICRMP Entity Members Collectively insured by this Endorsement for multiple claims. \$50,000 Per Covered Claim and/or in the aggregate for multiple claims. \$100,000 Per Covered Claim and/or in the aggregate for multiple claims. | The first \$25,000 of any loss and 12 hours waiting period for Endorsement #2. |
| #3 – Public Land Fire Suppression Amendatory Endorsement | \$500,000 | Not applicable | Per covered occurrence and/or in the aggregate for multiple claims subject to annual aggregate. | |
| #4 - Terrorism Liability Amendatory Endorsement | \$500,000 | \$500,000 | Per covered occurrence and/or in the aggregate for multiple claims subject to annual aggregate. | |
| #5 – Asbestos Remediation Amendatory Endorsement | \$0 | Not applicable | Per covered occurrence. | The first \$1,500 of any loss for Endorsement # 5. |
| #6 – Equipment Breakdown Endorsement 1. Spoilage 2. Service Interruption 3. Expediting Expense 4. Business Income & Extra Expense 5. Hazardous Substance 6. Ammonia Contamination 7. Electronic Data and Media 8. CFC Refrigerants 9. Computer Equipment | \$500,000 \$2,500,000 \$500,000 \$1,000,000 \$1,000,000 \$500,000 \$1,000,000 \$100,000 \$5,000,000 | Not applicable for endorsement | Per covered occurrence for each limit and sublimit as listed. This endorsement's limit of indemnification is \$100,000,000 per occurrence for all equipment breakdown coverages and all limits of indemnification combined with all ICRMP members collectively. | The first \$1,500 of any loss for Endorsement #6. |
| #7 – Attorney Consultation Reimbursement Amendatory Endorsement | \$0 | \$2,500 | Per covered claim and \$50,000 in the aggregate for multiple claims. | |

ANNUAL AGGREGATE INDEMNIFICATION LIMIT FOR POLICY PERIOD FOR SECTIONS VII, VIII, IX, X, XI, XII, XIII, XIV, AND XV COMBINED IS \$5,000,000.

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SECTION I - GENERAL INSURING AGREEMENT

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following General Insuring Agreements apply to all sections of this policy. Certain provisions in this policy restrict coverage or limit damage amounts. The entire policy should be read carefully to determine **your** rights and duties, and to determine what is and is not covered.
1. Idaho Counties Risk Management Program, Underwriters (ICRMP) agrees with the **named insured** as listed in the declarations pages of this policy made a part hereof, in consideration of the payment of the member contribution and subject to the limits of indemnification, insuring agreements, conditions, exclusions and other terms of this policy, as follows:
 - a. **We** will provide the insurance described in this policy and declarations pages if **you** have paid the member contribution and have complied with all policy provisions and conditions.
 - b. The insurance set forth in this policy is subject to the limits of indemnification as indicated on the declarations pages or as set forth within the policy or any other endorsements issued during this term.
 - c. The liability insuring agreements afforded by this policy responding to covered claims for **damages** brought pursuant to Title 6, Chapter 9, Idaho Code (the Idaho Tort Claims Act) are expressly limited to five hundred thousand dollars (\$500,000) per **occurrence**. It is the express intent of ICRMP to limit exposure and coverage to the limit of \$500,000 per covered claim, **accident, occurrence**, or loss as established by statute. Any reference to liability indemnification amounts in excess of five hundred thousand dollars (\$500,000) contained in this policy shall not apply to claims brought pursuant to the Idaho Tort Claims Act.
 - d. By acceptance of this policy **you** agree that the declarations pages accurately indicate the coverages **you** have purchased.
 - e. All limits of indemnification, including annual aggregate, are as stated in the declarations pages or within the accompanying policy.
 - f. The insurance provided by this policy applies to any covered claim or lawsuit filed and maintained only within the fifty (50) states, including the District of Columbia, of the United States of America.
 - g. In regard to defense of claims or lawsuits, **we** may investigate or settle any covered claim or **suit** against **you**. **We** will provide a defense with counsel of **our** choice, at **our** expense, if **you** are sued for a covered claim, unless specifically stated in the applicable coverage section that no coverage exists without a demand for **damages**. **Our** obligation to defend any claim or **suit** ends when either:
 - (1) The amount of loss or **damages we** pay equals the limit(s) of indemnification afforded as listed in the declaration pages under this policy; or
 - (2) The defense costs incurred by **us** equal the defense costs limit for covered claims afforded under this policy either for an individual claim, or in the aggregate as listed in the declaration pages under this policy.
 2. **Entire Agreement.** This policy, when read in concert with the Joint Powers Subscriber Agreement, embodies the entirety of the agreement existing between **you** and **us** relating to this Insurance. **You** acknowledge that **you** are responsible for maintaining information about **your** insurance needs and **you** have no power to bind ICRMP to provide insurance beyond that expressed in this policy, its endorsements, and its attendant declaration pages.
 3. **Titles.** The titles in this policy are only for reference. The titles do not in any way affect the provisions of this policy.

SECTION II - GENERAL DEFINITIONS

- A. Unless otherwise stated or amended in a specific subsequent section or endorsement, the following definitions are applicable to all sections and endorsements of this policy.
1. "**Accident**" means a sudden, unexpected and unintended event.
 2. "**Aircraft**" means any contrivance used or designed to carry people in flight.
 3. "**Bodily Injury**" means physical injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these. **Bodily Injury** does not include sexual molestation.
 4. "**Damages**" means monetary compensation to be awarded through judgment in a court proceeding or through settlement agreed to by **us** to compensate a claimant for harm suffered.
 5. "**Discrimination**" means any actual or alleged:
 - a. Violation of any employment discrimination law; or
 - b. Disparate treatment of, or the failure or refusal to hire a person because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
 6. "**Employee Benefit Program**" means group life insurance, group accident or health insurance, or group dental, vision and hearing plans, retirement, profit sharing, unemployment insurance, or any other benefit provided that no one other than an employee of the **named insured** may subscribe to such insurance or plans and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements.
 7. "**Employment Sexual Harassment**" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or any other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, which causes harm when:
 - a. Submission to or rejection of such unwelcome conduct is made either explicitly or implicitly a condition of a person's employment, or basis for employment decisions affect a person; or
 - b. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creates an intimidating, hostile or offensive work environment.
 8. "**Employment Harassment**" means any actual or alleged harassment, other than **employment sexual harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile or offensive work environment.
 9. "**First Aid**" means the rendering of emergency medical treatment at the time of an **accident** and only when other licensed medical professional care is not immediately available.
 10. "**First Made**" means when **you** first give written notice to **us** that a claim has been made against **you**, but not later than the end of this policy period or any extended reporting period **we** provide. Reports of incidents or circumstances made by **you** to **us** as part of risk management or loss control services shall not be considered notice of a claim.
 11. "**Fungi**" means any organism of the plant kingdom Fungi, which lacks chlorophyll and vascular tissue, including but not limited to, yeast, mold, mildew, rust, smut, mushrooms, spores, mycotoxins, or any other substances, odors, or byproducts arising out of the current or past presence of fungi.

12. "**Insured**" means:
- a. The **Named Insured** and
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor.
13. "**Insured Property**" means the following property as listed on **your schedule of values**, unless excluded elsewhere in this policy, to the extent of the interest in such property:
- a. Real property, including but not limited to buildings, remodeling, installations, and construction in which **you** have an insurable interest.
 - b. Personal Property:
 - (1) Owned by **you**, including **your** interest as a tenant in improvements and betterments; or
 - (2) Of **your** officers and employees on **your** property; or
 - (3) Of others in **your** custody to the extent **you** are under obligation to keep insured for physical loss or damage;
 - c. **Mobile equipment, vehicles, unmanned aircraft system** and watercraft **you** own, rent, or lease.
14. "**Mobile Equipment**" means equipment such as earthmovers, tractors, diggers, farm machinery, forklifts, heavy construction equipment, mobile medical equipment, etc., that even when self-propelled, are not considered **vehicles**.
15. "**Named Insured**" means the public entity identified in the declarations pages of this policy.
16. "**Occurrence**" means an **accident** or a continuous or repeated exposure to conditions which result in **personal injury** or **property damage** during the policy period. All **personal injury** to one or more persons and/or **property damage** arising out of an **accident** or a continuous or repeated exposure to conditions shall be deemed one **occurrence**.
17. "**Personal Injury**" means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, piracy and any infringement of copyright of property, erroneous service of civil papers, assault, battery and disparagement of property.
18. "**Pollutant(s)**" means:
- a. Those materials that can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property;
 - b. Any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste, including debris and trash and materials to be recycled, reconditioned or reclaimed;
 - c. Bacteria, **fungi**, mold, mildew, virus, silica;
 - d. Hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.
19. "**Premises**" means any real property or land possessed and controlled by **you** in **your** capacity as a possessor.

20. "**Property Damage**" means physical damage to or destruction of tangible property, including loss of use resulting from such physical damage or destruction.
21. "**Retaliation**" means any actual or alleged wrongful termination or other adverse employment action by any **insured** against a person or persons on account of:
- Assistance, testimony or cooperation with a proceeding or investigation regarding alleged violations of law;
 - Exercise or attempted exercise of rights protected by law;
 - Disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law; or
 - Refusal to violate any law.
22. "**Suit**" means a civil proceeding in which **damages** because of **bodily injury, property damage or personal injury** to which this insurance policy applies are alleged.
23. "**Terrorism**" means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.
24. "**Unmanned Aircraft System**" means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of an unmanned aircraft system. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within the or on the aircraft.
25. "**Vehicle**" means any automobile, truck, van, bus, motorcycle or other conveyance licensed for use on public roads.
26. "**We**", "**Us**" and "**Our**" means Idaho Counties Risk Management Program, Underwriters (ICRMP).
27. "**Wrongful Act**" means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, or any error, misstatement, act or omission respectively by **you**, performed in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. **Wrongful act** is not a **wrongful employment practice act**, as defined elsewhere in this policy.
28. "**Wrongful Employment Practice Act**" means any actual or alleged employment-related act or omission in the form of one or more of the following:
- Discrimination**;
 - Employment-related libel, slander, defamation;
 - Employment sexual harassment or employment harassment**;
 - Negligent hiring, supervision, training or retention.
 - Retaliation**;
 - Violation of the Family Medical Leave Act;
 - Wrongful discipline, deprivation of career opportunity, or evaluation;
 - Wrongful termination.

29. "You" and "Your" means the ***named insured*** identified in the declarations pages of this policy.

SECTION III – GENERAL CONDITIONS

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following conditions are applicable to all sections and endorsements of this policy.
1. **Apportionment.** In the event a **suit** alleges a claim which is covered by the terms of this policy and a claim which is not covered by the terms of this policy, **our** obligation for the costs of defense and payment of any award or settlement for **damages** shall be limited to only those sums related to a covered claim.
 2. **Assignment.** **Your** interests in this insurance may not be assigned.
 3. **Bankruptcy and Insolvency.** In the event of **your** bankruptcy or insolvency or any entity **you** comprise, **we** shall not be relieved of the payment of any claim by **you** or against **you** or the liquidator, receiver or statutory successor of **you** under this policy without diminution because of **your** insolvency provided that **you** have timely paid **your** member contributions.
 4. **Cancellation and Nonrenewal.**
 - a. Cancellation.
 - (1) **You** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation. Cancellation will be effective on the later of the date requested by **you** or the date **we** receive the request.
 - (2) **We** may cancel this policy as follows:
 - (a) If this policy has been in effect for sixty (60) days or less, and is not a renewal of a policy **we** issued, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation at least:
 - (i) Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of member contribution; or
 - (ii) Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
 - (b) If this policy has been in effect for more than sixty (60) days, or is a renewal of a policy **we** issued, **we** may cancel this policy by mailing or delivering to **you** written notice of cancellation to **you** at least:
 - (i) Ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of member contribution; or
 - (ii) Thirty (30) days before the effective date of cancellation if **we** cancel for one or more of the following reasons:
 1. Nonpayment of member contribution;
 2. Fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining a policy, continuing the policy or in presenting a claim under the policy;
 3. Acts or omissions on **your** part which increase any hazard insured against;
 4. Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

5. Loss of or decrease in reinsurance which provided **us** with coverage for all or part of the risk insured;
 6. A determination by the Director of Insurance that continuation of this policy would jeopardize **our** solvency or place **us** in violation of the insurance laws of Idaho or any other state; or
 7. Violation or breach by **you** of any policy terms or conditions other than nonpayment of member contribution.
- b. Nonrenewal.
- (1) If **we** elect to not renew this policy, **we** will mail or deliver to **you** a written notice of intention not to renew at least forty-five (45) days prior to the expiration date of the policy.
 - (2) If notice is not mailed or delivered at least forty-five (45) days before the expiration date of this policy, this policy will remain in effect until forty-five (45) days after notice is mailed or delivered.
 - (3) **We** will not mail or deliver this notice if:
 - (a) **We** have offered to renew this policy; or
 - (b) **You** have obtained replacement coverage; or
 - (c) **You** have agreed in writing to obtain replacement coverage.
5. **Currency.** The member contribution and losses under this insurance are payable in currency of the United States.
6. **Deductibles.** In each case of loss covered by this policy, **we** will be liable only if **you** sustain a loss in a single **occurrence** greater than the underlying limit or the applicable deductible specified in the declarations pages, insuring agreements or endorsements, and only for its share of that greater amount. In the event of any **occurrence** resulting in loss or damage insured against under this policy for which two or more deductibles apply, the total deductible shall not exceed the single largest deductible applicable to the **occurrence**.
7. **Dispute Resolution Procedure.** **You** and **we** agree that it is in **our** mutual interest to have a dispute resolution procedure in order to address potential disputes and disagreements as to whether or not a claim is covered by the terms and conditions of this policy. **You** and **we** agree that the dispute resolution procedure as set out in the Joint Powers Subscriber Agreement currently in force as of the effective date of this policy shall apply to address any potential disputes and disagreements as to coverage.
- a. Inapplicable to Certain Disputes and Disagreements:
- (1) These dispute resolution procedures do not apply to the appraisal condition set forth in the specific conditions applicable to the property Insuring Agreements in section V of this policy, or to the arbitration condition set forth in the specific conditions applicable to the Automobile Liability Insuring Agreements set out in section VII of this policy.
 - (2) These dispute resolution procedures do not apply in any way to **our** decisions regarding terms of claim settlement, claim payment amount, or the claim investigation process.
8. **Duties After Occurrence, Accident, Wrongful Act, Wrongful Employment Practice Act, Claim or Suit.**
- a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence** which may reasonably result in a claim. To the extent possible, notice should include:
- (1) How, when and where the **occurrence, claim, accident, wrongful act, wrongful employment practice act** or **suit** took place;

- (2) The names, addresses and telephone numbers of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **occurrence, accident, wrongful act, wrongful employment practice act, claim or suit**.
- b. If a claim is made or **suit** is brought against any **insured, you** and any involved **insured** must:
- (1) Immediately send **us** copies of any claims, demands, notices, summonses or legal papers received in connection with the claim, **occurrence, accident, wrongful act, wrongful employment practice act, claim or suit**;
 - (2) See that **we** receive written notice of the claim or **suit** as soon as practicable;
 - (3) Authorize **us** to obtain records and other information, and provide a sworn statement, if requested;
 - (4) Cooperate with **us** in the investigation, or defense of the claim or **suit**, including but not limited to, attendance at hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses; and
 - (5) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this Insurance may also apply.
- c. **You** shall not, except at **your** own risk, voluntarily make a payment, assume any obligation, or incur any expense, other than for **first aid**, without **our** consent.
- d. **Your** failure to comply with the foregoing duties shall constitute a material breach deemed prejudicial to **us**, thereby entitling **us** to refuse any coverage for the **occurrence, accident, wrongful act, wrongful employment practice act, claim or suit**, or any duties arising therefrom.
- e. Reports of incidents or circumstances made by **you** to **us** as part of risk management or loss control services shall not be considered notice of a claim.
9. **Extended Reporting Periods.** All coverage sections designated as claims-made are conditioned as follows if this policy is cancelled or not renewed for any reason, other than for non-payment of member contribution or non-compliance with the terms and conditions of this policy:
- a. **We** will provide an Extended Reporting Period of thirty (30) days duration following immediately upon the effective date nonrenewal or cancellation, to apply to a claim brought forth under the applicable coverage section which is **first made** against **you** in writing to **us** but only by reason of a **wrongful act, occurrence, claim or wrongful employment practice act** which first commences and was sustained subsequent on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination, and which is otherwise afforded by all coverages within this policy.
 - b. If, however, this policy is immediately succeeded by a similar claims-made insurance policy with any insurer, in which the retroactive date is the same as or earlier than that shown in the declarations pages of this policy, the succeeding policy shall be deemed to be a replacement of this policy, and the extended reporting period will not apply. Once in effect, an extended reporting period cannot be canceled.
 - c. The extended reporting period does not reinstate or increase the limit(s) of indemnification applicable to any coverages of this policy.
10. **Inspections, Audit and Verification of Values.** **We** shall be permitted, but not obligated, to review or inspect **your** property, operations, records, and books, at any reasonable time. Neither **our** right to make inspections or conduct reviews, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of **you** or others, to determine or warrant that such property or operations are safe or healthful. **We** will have no liability to **you** or any other person because of any inspection or failure to inspect. It is **your** responsibility to disclose accurate statements of value.

11. **Loss Payments.** When it has been determined that **we** are liable under this policy, **we** shall pay losses in excess of the stated deductible up to the limits of indemnification stated in the declarations pages. **Our** obligation to make loss payments shall arise as amounts owed are determined.
12. **Misrepresentation and Fraud.** This policy shall be void in entirety if, whether before or after a loss, you have:
 - a. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of any **insured**.
 - b. Made any attempt to defraud us; or
 - c. Made any false swearing.
13. **Mitigation.** In the event of a loss covered under this policy, **you** must take all reasonable steps to prevent further loss or damage.
14. **Multiple Insureds, Claims, Suits or Claimants.** The limits of indemnification as stated in the declarations pages is the most we will pay on **your** behalf under this policy regardless of the number of:
 - a. **Insureds**;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
15. **No Benefit to Bailee.** **We** will not recognize any assignment or grant any coverage for the benefit of any person, entity or organization holding, storing or transporting **your** property, regardless of any other provision of this policy.
16. **Non-Stacking of Insurance Coverage.** No individual or entity entitled to coverage under any coverage section of this policy shall recover duplicate payment for the same elements of loss under other coverage sections of this policy, or other policies written by **us**.
17. **Non-Stacking of Limits.**
 - a. **Claims Made Coverage – Single Claim.**
 - (1) All claims arising out of the same Errors and Omissions Liability **wrongful act** or a series of related Errors and Omissions Liability **wrongful acts** (Section X); or
 - (2) All claims arising out of the same Employee Benefit Liability **wrongful act** or a series of related Employee Benefit Liability **wrongful acts** (Section XI); or
 - (3) All claims arising out of the same Employment Practices Liability **wrongful employment practice act** or a series of related Employment Practices Liability **wrongful employment practice acts** (Section XII); or
 - (4) All claims arising out of the same Sexual Molestation or Sexual Abuse bodily injury occurrence or a series of related Sexual Molestation or Sexual Abuse bodily injury occurrences (Section XIII); or
 - (5) All claims arising out of the same Chemical Spraying Activities Liability occurrence or a series of related Chemical Spraying Activities Liability occurrences (Section XIV),

shall be treated as a single claim considered **first made** against an **insured** during the policy period or any extended reporting period when the first of such claims is made. Only the affected coverage section's limits of indemnification as stated in the declarations page for that policy period apply to such single claim.

- b. **Multiple Insuring Agreements – Single Claim.** If a single claim is covered under two or more Insuring Agreements within a coverage section of this policy, our claim payment shall be limited to the higher limit(s) of indemnification as shown in the declarations page, and its corresponding deductible, if any, for that coverage section. If the affected Insuring Agreements have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the Insuring Agreement of the coverage section **we** deem to provide primary coverage for the claim.
- c. **Multiple Coverage Sections – Single Claim.** If a single claim is covered under two or more coverage sections of this policy, our claim payment shall be limited to that coverage section with the higher limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of this policy. If the affected coverage sections have equal limits of indemnification, only one set of limits of indemnification, and its corresponding deductible, if any, shall apply and it shall be the coverage section of this policy **we** deem to provide primary coverage for the claim.
- d. **Multiple Coverage Sections – Related Claims; Claims Made Coverage.** If:
- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy **we** issue, that provide claims made coverage; and
 - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
 - (3) Without regard to number of ICRMP policy periods over which the acts, errors, omissions, occurrences, events, **accidents** or **wrongful acts** take place,
- such related claims shall be treated as a single claim considered **first made** during the policy period or during any extended reporting period when the first of such covered claims is made. Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy when the claim was considered **first made**.
- e. **Multiple Coverage Sections – Related Claims; Occurrence Coverage.** If:
- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, providing occurrence-based coverage; and
 - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
 - (3) Without regard to number of ICRMP policy periods over which the occurrences take place,
- such related claims shall be treated as a single claim. The date of the first covered occurrence will determine the policy and its respective coverage section applicable to such single claim. Any claim payment(s) we make with respect to such single claim shall be limited to that policy's coverage section and its corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any.
- f. **Multiple Coverage Sections – Related Claims; Claims Made / Occurrence Coverage.** If:
- (1) Two or more claims are covered under two or more coverage sections of this policy, or under any preceding or succeeding policy we issue, that individually provide claims made coverage or occurrence-based coverages; and
 - (2) These claims are made against the same **insured** or the same perpetrator, or against two or more **insureds** acting in concert or against two or more perpetrators acting in concert; and
 - (3) Without regard to number of ICRMP policy periods over which the acts, errors, omissions, occurrences, events, **accidents** or **wrongful acts** take place,

such related claims shall be treated as a single claim. The policy and its corresponding coverage section that shall apply to such single claim shall be determined by the earlier of:

- (4) The date the first covered act, error, omission, occurrence, event, **accident** or **wrongful act, wrongful employment practice act**, or other covered loss takes place with respect to claims made coverage, conditioned upon that date being on or after the retroactive date, if any, and before the end of the applicable policy period; or
- (5) The date the first covered occurrence takes place with respect to occurrence-based coverage.

Any claim payment(s) we make with respect to such single claim shall be limited to the coverage section and corresponding limits of indemnification as shown in the declarations page, and its corresponding deductible, if any, of the policy determined by subparagraphs (4.) and (5.) above.

18. Notice of Member Contribution or Coverage Changes.

- a. **We** will mail or have delivered to **you** through **your** independent agent, at the last known mailing address, written notice of the following for a subsequent year at least thirty (30) days prior to the expiration date of this policy:
 - (1) A total member contribution increase greater than ten percent (10%) which is the result of a comparable increase in member contribution rates.
 - (2) Changes in deductibles.
 - (3) Reductions in limits of indemnification.
 - (4) Reductions in coverage.
- b. If **we** fail to provide at least thirty (30) day notice, the policy previously provided to **you** shall remain in effect until thirty (30) days after such notice is given or until the effective date of a replacement policy or self-insurance obtained by **you**, whichever occurs first.
- c. For purposes of this provision, notice is considered given on the date of mailing of the notice to **you**. Proof of mailing of conditions of renewal to the last known mailing address of **you** shall be sufficient proof of notice.

19. Other Insurance.

- a. If **you** have other insurance (whether primary, excess or contingent), against loss covered by this Insurance, **we** shall be liable, under the terms of this Insurance only as excess of other insurance, collectable or not. Notwithstanding the foregoing, **you** may purchase insurance specifically in excess of this insurance. Such excess insurance shall not be considered "other insurance" for purposes of this condition.
- b. **We** will not be liable for any loss to the extent that **you** have collected such loss from others. Any other insurance that would have provided primary coverage in the absence of the policy will not be considered excess.
- c. **You** are permitted to have other insurance for all, or any part, of any deductible in this policy. The existence of such other insurance will not prejudice recovery under this policy. If the limits of liability of such other insurance are greater than this policy's applicable deductible, this policy's insurance will apply only after such other insurance has been exhausted.
- d. In the event this policy is deemed to contribute with other insurance, the limit of liability applicable at each **insured property**, for purposes of such contribution with other insurers, will be the latest amount described in this policy or the latest **insured property** value listed on **your** schedule of values.

20. **Policy Modification.** This policy contains all of the agreements between **you** and us concerning this insurance. **You** or **we** may request changes to this policy. This policy can only be changed by endorsements issued by **us** and made a part of this policy. Notice to any agent or knowledge possessed by any agent or by any other person will not:
 - a. Create a waiver, or change any part of this policy; or
 - b. Prevent us from asserting any rights under the provisions of this policy.
21. **Reporting Property on Your Schedule of Values.** Coverage is conditioned upon information being entered into the online ICRMP e-Agent website.
22. **Salvage.** The salvage value of **your** damaged property may be credited against the amount **we** pay to replace **your** damaged property if **you** retain said property.
23. **Subrogation/Recovery/Right of Reimbursement.** If **we** make payment under this policy to **you** or on **your** behalf, and **you** or the person or entity for whom payment was made has a right to recover **damages**, **we** will be subrogated to that right. **You** must do whatever is necessary to enable **us** to exercise **our** rights and must do nothing to prejudice **our** rights. **We** may prosecute an action or pursue other lawful proceedings in **your** name for the recovery of these payments, and **you** must cooperate and assist **us** at **our** request. Any recovery from subrogating proceedings, less costs incurred by us in such proceedings, will be payable to you in the proportion that the amount of (1) any applicable deductible and/or (2) any provable uninsured loss, bears to the entire provable loss amount.
24. **Suit Against Us.** No **suit**, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following procedures are satisfied:
 - a. As a condition precedent to filing **suit**, **you** have fully complied with all the provisions of this policy and the ICRMP Joint Powers Subscriber Agreement;
 - b. Any **suit** against **us** arising from a claim or loss must be filed within the State of Idaho allowable statute of limitations from the date we take our final action with respect to the claim or loss;
 - c. No one shall have any right to join **us** as a party to any action against an **insured**.
25. **Terms of Policy to Conform to Statutes.** In the event any terms of this policy are determined to be in conflict with the statutes of the State of Idaho, they are hereby amended to conform to such statutes.

SECTION IV - GENERAL EXCLUSIONS

- A. Unless otherwise stated in a specific subsequent section or endorsement, the following exclusions are applicable to all sections of this policy. This policy does not cover in whole or in part, arising directly or indirectly out of, or resulting from any **personal injury, bodily injury, damages**, claim, **property damage**, damage to **insured property, wrongful act, wrongful employment practice act**, cost, expense or any other type of loss, however characterized for:
1. **Aircraft.** This policy does not cover any claim resulting from or arising out of the ownership, maintenance, use or entrustment to others of any **aircraft**, airfields, runways, or fueling stations related to aviation activities.
 2. **Asbestos, Dioxin or Polychlorinated Biphenyls.** This policy does not cover any claim caused by, resulting from, or contributed to by:
 - a. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin or polychlorinated biphenyls; or
 - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, asbestos dust, dioxin or polychlorinated biphenyls; or
 - c. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with parts a. and b. above; or
 - d. Any obligation of the covered party to indemnify or contribute with any party in connection with parts a., b. or c. above.
 3. **Bids or Estimates.** This policy does not cover any claim arising out of estimates of probable costs, or cost estimates being exceeded, or for faulty preparation of bid specifications or plans.
 4. **Civil and Criminal Penalties.** This policy does not cover any claim resulting from any civil penalties, criminal penalties, fines or obligations to pay for public services rendered where such obligation is imposed or provided for pursuant to any federal, state, or local law, statute, ordinance, or regulation, however characterized, except as expressly provided elsewhere, herein.
 5. **Claims by Members against Past or Present Public Officials.** This policy does not cover the interest of any past or present employee, elected official, or agent arising out of any claim for money **damages**, monetary reimbursement or specific performance brought against such employee, elected official or agent by the **named insured** by whom the public official, employee, elected official or agent was employed or retained. Also excluded are those claims brought by an elected official, or by one appointed to fill an elected position for a **named insured** against another official of the same **named insured**, or the **named insured** itself, arising out of a dispute or interpretation involving the relative governmental authority of the elected officials of the **named insured**.
 6. **Contractual Liability.** This policy does not cover a claim where the alleged harm for which compensation is sought derives from:
 - a. The performance or nonperformance of terms of a contract, whether written, oral or implied, or concerns the measure of payment related to contract performance, derives from fines, penalties or administrative sanctions imposed by a governmental agency, or is generated by intergovernmental determination, calculation, handling or allocation of funds according to the law. The claims for which this policy provides defense and indemnification must arise out of conduct of a tortious nature or be premised upon allegations of unlawful violation of civil rights pursuant to state or federal law.
 - b. The interests of the State of Idaho or the United States Government, or their officers, agents, employees, volunteers, officials or trustees, for their conduct and activities arising out of or in any way related to any written, oral or implied contract or agreement with **you**, or otherwise. Each governmental entity shall be responsible for its own conduct and activities under any contract.

7. **Course and Scope.** This policy does not cover any claim resulting from an act or omission outside the course and scope of employment or any act performed with malice or criminal intent. This exclusion applies regardless of whether any **insured** is actually charged with, or convicted of, a crime.
8. **Cyber Liability.** This policy does not cover:
- a. Any claim, notification costs, **credit monitoring expenses**, forensic expenses, loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data; public relations expenses or any other loss; costs or expenses arising directly or indirectly out of, resulting from, caused by or contributed to by losses related to computer-connected access to and/or computer disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information, except for that data that is required to be disclosed under the Idaho Public Records Act; or
 - b. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to computer virus. For this exclusion, computer virus shall mean a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'; or
 - c. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set; or
 - d. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the **insured** to conduct business; or
 - e. The failure of any of the following, whether owned by you or others due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time:
 - (1) Data processing equipment, software, data, or media;
 - (2) Hardware or software-based computer operating systems;
 - (3) Microprocessors;
 - (4) Integrated circuits; or,
 - (5) Any other electronic equipment, computerized equipment, or similar devices;
9. **Eminent Domain.** This policy does not cover any claim arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, inverse condemnation, annexation, regulatory takings, land use regulation, or planning and zoning activities or proceedings, however any such matters may be characterized, whether such liability accrues directly against **you** or by virtue of any agreement entered into by or on **your** behalf
10. **Employee Benefits.** This policy does not cover any employee benefit related claim:
- a. Arising directly or indirectly out of the failure of any investment in or by any **employee benefit program** including but not limited to stocks, bonds or mutual funds to perform as represented by an **insured** or by any party authorized by an **insured** to offer benefits to employees.
 - b. Arising directly or indirectly out of the negligence, financial failure or breach of contract by any health or employee benefit provider that the **named insured** contracts with to provide employee benefits.

- c. Based upon an **insured's** failure to comply with any law concerning worker's compensation, unemployment insurance, social security or disability benefits.
 - d. Arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.
 - e. For benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.
 - f. For errors in providing information on past performance of investment vehicles or advice given by an **insured** to participate or not to participate in or by any **employee benefit program**.
 - g. Arising directly or indirectly out of insolvency, poor performance, misrepresentation, or any other wrongful conduct of any **employee benefit program** provider.
 - h. For which any **insured** is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
11. **Employee Defendants in Criminal Actions.** This policy does not cover any obligation of a **named insured** to make payments pursuant to Idaho Code § 6-610A, which provides for the payment of defense costs on behalf of certain employees of governmental entities who are named as defendants in a criminal action.
12. **Fungi.** This policy does not cover any claim caused by, arising out of, contributed to or resulting from or produced by:
- a. Any fungus(i) or spore(s);
 - b. Any solid, liquid, vapor or gas produced by or arising out of any fungus(i) or spore(s);
 - c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
 - d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(i) or spore(s);
 - e. The actual or threatened abatement, mitigation, removal or disposal of fungus(i) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(i) or spore(s);
 - f. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with subparagraphs a. through e. above; or
 - g. Any obligation to indemnify or contribute with any party in connection with subparagraphs a. through f. above. For this exclusion fungus(i) includes, but is not limited to, any form or type of mold, mushroom or mildew and spore(s) include any reproductive body produced by or arising out of any fungus(i).
13. **Hostile or Warlike.** This policy does not cover any claim for:
- a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
 - (1) Government or sovereign power (de jure or de facto);
 - (2) Military, naval or air force; or
 - (3) Agent or authority of any party specified in (1) or (2) above.

- b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
 - c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.
 - d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
 - e. Risks of contraband, or illegal transportation or trade.
14. **Limits on Defense of Claims or Suit.** Notwithstanding any other provision of this policy, **we** will have no duty to investigate or defend any claim, **suit**, dispute, disagreement or other proceeding seeking relief or redress in any form other than money **damages**, including but not limited to costs, fees, fines, penalties or expenses which any **insured** may become obligated to pay as a result of a consent decree, settlement, adverse judgment for declaratory relief or injunctive relief. Such denial of investigation or defense includes, but shall not be limited to any claim, **suit**, dispute, disagreement or other proceeding:
- a. By or on behalf of any **named insured**, whether directly or derivatively, against:
 - (1) Any other **named insured**; or
 - (2) Any other federal, state or local governmental entity or political subdivision.
 - b. By the spouse, domestic partner, child, parent, brother or sister of any **insured** for consequential injury as a result of any injury to an **insured**; or
 - c. Involving any intergovernmental agreement where any **named insured** is a party to the agreement(s); or
 - d. Unless specifically stated in the applicable coverage section, no coverage exists where there is no demand for **damages**.
15. **Incidental Medical Liability.** This policy does not cover any claim arising out of the rendering of or failure to render the following professional health care services:
- a. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - b. Any professional medical service by a physician, except supervisory physicians as defined by Idaho Code § 6-902A (2) (b), and only when performing those duties as outlined in Idaho Code § 6-902A (2) (a).; or
 - c. Any professional medical service by a physician's assistant, nurse practitioner or nurse; or
 - d. Furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
16. **Intentional Acts.** This policy does not cover any claim resulting from an act or omission intended or expected or deliberated on from the standpoint of any **insured** to cause **personal injury, bodily injury** or **property damage** to others or damage to **insured property**. This exclusion applies even if the **personal injury, bodily injury** or **property damage** is of a different kind or degree, or is sustained by a different person or property, than that intended or expected or deliberated on. This exclusion shall not apply to a claim resulting from the use of reasonable force to protect persons or property, or in the performance of a duty of the **insured**.
17. **Intergovernmental Claims.** This policy does not cover any claim alleging loss or damage arising or in any way related to a dispute or disagreement between an ICRMP member and another governmental entity, including another political subdivision, a state or the government of the United States involving any of the following:

- a. Claims of loss or damage between an ICRMP member and another governmental entity wherein there has been no **accident** or allegation of actual **bodily injury** or **property damage**.
 - b. The respective authority of public agencies to use governmental powers, irrespective of the style or nature of such claim.
 - c. The respective duty of public agencies to use governmental powers, irrespective of the style or nature of such claim.
 - d. Intergovernmental disputes or disagreements concerning the exercise of powers or acceptance or assignment of duties by governmental entities to carry out public activities whether **damages** are claimed as a result of such dispute or disagreement, or not.
 - e. Claims in any way related to allocation of financial responsibilities between or among public agencies.
18. **Investigatory, Disciplinary or Criminal Proceedings.** This policy does not cover any claim arising from any investigatory, disciplinary or criminal proceeding against an **insured**, except that **we** may at **our** own option, associate counsel in the defense of any such investigatory, administrative or disciplinary proceeding. Should **we** elect to associate counsel, such election shall not constitute a waiver or estoppel of any rights **we** may have pursuant to the terms, conditions, exclusions and limitations of this policy.
19. **Lead.** This policy does not cover any claim caused by or contributed to by lead as described in parts a. through d. below:
- a. **Bodily injury, property damage** or **personal injury** arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - b. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
 - c. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with parts a. or b. of this subsection above; or
 - d. Any obligation to share **damages** with or repay someone else who must pay **damages** in connection with parts a., b. or c. of this subsection.
20. **Miscalculation or Legality of Assessments.** This policy does not cover any claim Involving miscalculation or legality of assessments, adjustments, disbursements, fees, licenses or the collection of taxes, fines or penalties, including those imposed under the Internal Revenue Code or any state or local law, however described.
21. **Nuclear, Chemical and Biological Incident.** This policy does not cover a claim, loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss from:
- a. Nuclear detonation, reaction, radiation, radioactive contamination or hazardous properties of nuclear material of any type, however caused or characterized, including any loss or damage by fire resulting therefrom;
 - b. The dispersal, application or release of, or exposure to, chemical or biological materials or agents that are harmful to property or human health, whether controlled or uncontrolled, or due to any act or condition incidental to any of the foregoing, whether such loss be proximate or remote, or be in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured against by this policy, however such dispersal, application, release or exposure may have been caused.
22. **Opinion, Treatment, Consultation or Service.** This policy does not cover any claim based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service, if such

opinion, treatment, consultation or service was rendered or failed to have been rendered while any **insured** was engaged in any activity for which they received compensation from any source other than as a public entity or an employee of a public entity.

23. **Pollution.** This is an absolute pollution exclusion. It is the intention of **you** and **we** that there is absolutely no coverage arising out of or relating to **pollutants**, however characterized or defined. This policy does not cover any injury, loss, damage, costs, fines, penalties or expenses of any kind directly or indirectly arising out of the actual, alleged or threatened existence, discharge, dispersal, release or escape of **pollutants** or negligence in any way related thereto:
- a. At or from **premises you** now, or in the past, have owned, rented or occupied, including but not limited to **premises** that **you** have operated or managed as an involuntary possessor; or
 - b. At or from any site or location used by or for **you** or others for the handling, storage, disposal, processing or treatment of waste at any time; or
 - c. That at any time involves the transportation, handling, storage, treatment, disposal or processing by or for **you** or any person or organization for whom **you** may be legally responsible:
 - (1) At or from any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations; or
 - (2) If the **pollutants** are brought on or to the site or location in connection with such operations; or
 - (3) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**;
 - d. Whether caused or alleged to have been caused by the **named insured** or any other person, entity or third-party, however characterized; or
 - e. Arising out of any direction, request or order of any governmental agency, court of law, or other authority, that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**, including any and all costs or attorney's fees associated therewith; or
 - f. Arising out of the failure of the **named insured** to prevent or regulate **pollutants** generated or caused by any other person, entity, or third-party, however characterized; and
 - g. This exclusion shall not apply to tear gas or mace as applied by law enforcement personnel within the scope of their duties.
24. **Professional Board.** This policy does not cover any claim for any **insured** arising out of the rendering of or failure to render services as a member of a formal accreditation or similar board or committee of an **insured**, or as a person charged with the duty of executing directives of any such board or committee or officer or director, or other official of any organization, other than the **named insured**. This exclusion does not apply if an **insured** is serving at the direction of or on behalf of the **named insured** and is acting within the scope of their duties as such.
25. **Punitive Damages.** This policy does not cover any claim for exemplary or punitive **damages**, however characterized.
26. **Silica.** This policy does not cover any claim caused by or contributed to by silica as described in paragraphs a. and b. below:
- a. **Bodily injury, property damage, or personal injury** arising out of, resulting from, caused by, or contributed to by silica, exposure to silica or the use of silica, except for road or pedestrian way maintenance applications or operations;
 - b. Any **damages**, loss, cost or expense arising out of any:

- (1) claim or **suit** by or on behalf of any governmental authority or any other alleged responsible party because of, or request, demand, order or statutory or regulatory requirement that any covered party or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence, amount or effects of silica;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica; or
 - (iii) Responding to silica in any way other;
 - (2) supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with any of the paragraphs a. or b. above; or
 - (3) obligation to share **damages** with or repay someone else in connection with any of the provisions of paragraphs a. or b. above.
27. **Terrorism.** This policy does not cover any claim loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with or any action taken in controlling, preventing, suppressing **terrorism** whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism**, whether followed by fire or other perils, and whether certified as **terrorism** or not by the United States government.
28. **Wages.** This policy does not cover any claim for back wages or legal penalties to which an employee is lawfully entitled for work performed, including any claim for wages, **damages**, liquidated damages or any other form of compensation, however characterized, pursuant to, or derived in any way, from an employer's responsibility to comply with the Fair Labor Standards Act or other state or federal statute directing the manner or amount of payment of compensation to employees.
29. **Watercraft.** This policy does not cover any claim involving the ownership, maintenance or use, including loading and unloading, of watercraft over fifty (50) feet in length.
30. **Workers' Compensation and Other Benefits Laws.** This policy does not cover any claim to any obligation for which **you** may be held liable under any workers' compensation, unemployment compensation, disability benefits law, employer's liability, or under any similar federal, state or local law, ordinance, rule or regulation, however characterized, as well as any claim or **suit** by a spouse, domestic partner, child, parent or sibling of an **insured** as a consequence of **personal injury** to an **insured**.

SECTION V – PROPERTY INSURANCE

A. Property Insurance Provided

The following insurance provided is applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below insurance provided is subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section. These coverages as stated and sublimited below are subject to the applicable overall limit of indemnification within section V which is \$200,000,000 per **occurrence** and this limit is for all property coverages and all limits of indemnification combined with all public entity members collectively. This section covers property, as described herein, against all risks of direct physical loss of or direct physical damage to, except as excluded.

1. **Buildings, Structures and Property.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage, including **terrorism, earth movement and flood**, to **your insured property** provided such loss or damage occurs during the policy period specified in the declaration pages.
 - a. **Additional Coverages.** This section includes various additional coverages for physical loss or damage. These additional coverages below will only apply after coverage is afforded under the insurance provided for buildings, structures, and property. The sublimits stated below are a part of, and do not increase, the combined limits of indemnification of all public entity members collectively. Also, the below sublimited additional coverages are subject to all policy provisions and this section's provisions, including applicable exclusions and deductibles, and apply on a per **occurrence** basis, unless otherwise stated. The additional coverages are as follows:
 - (1) **Claim Preparation Fees and Expenses.** This additional coverage provides for the actual costs **you** incur for reasonable fees payable to **your** accountants, architects, auditors, engineers, or other professionals for producing and certifying any particulars or details contained in **your** books or documents, or such other proofs, information or evidence required by us resulting from an insured loss payable under this section for which **we** have accepted coverage. Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them. Claim preparation fees and expenses are limited to a maximum of \$100,000 per **occurrence**.
 - (2) **Debris Removal.** This additional coverage provides for the reasonable and necessary costs incurred to remove debris from **your insured property** that remains as a direct result of physical loss or damage resulting from an insured loss payable under this section for which **we** have accepted coverage. This additional coverage does not cover the costs of removal of contaminated uninsured property or the contaminant in or on uninsured property whether or not the contamination results from insured physical loss or damage. Contamination includes, but is not limited to, the presence of a **pollutant** or hazardous material. Debris removal expenses are limited to \$2,500,000 or 25% of the loss, whichever is the lesser, per **occurrence**.
 - (3) **Increased Cost of Construction.** This additional coverage provides for the reasonable and necessary costs incurred, described below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, resulting from an insured loss payable under this section for which **we** have accepted coverage provided:
 - a. Such law or ordinance is in force on the date of insured physical loss or damage; and
 - b. Its enforcement is a direct result of such insured physical loss or damage; and
 - c. This additional coverage does not cover any loss due to any law or ordinance with which **you** should have complied before the loss.
 - d. This additional coverage provides for the cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance and the cost to:

- (1) Demolish the physically undamaged portion of such property insured; and
 - (2) Rebuild it with materials and in a manner to satisfy such law or ordinance to the extent that such costs result when the total demolition of the physically damaged **insured property** is required to satisfy such law or ordinance.
- e. This additional coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination including but not limited to the presence of a **pollutant** or hazardous material.
- f. The maximum liability for this additional coverage at each **insured property** in any occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property insured plus the lesser of:
- (1) The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or
 - (2) The cost of rebuilding on the same site.
- (4) **Fire Brigade Charges and Extinguishing Expenses.** This additional coverage provides for expenses resulting from a covered loss from fire brigade charges and any extinguishing expenses which you incur, and loss and disposal of fire extinguishing materials expended resulting from an insured loss payable under this section for which **we** have accepted coverage. These expenses are sublimited to \$25,000 per occurrence.
- (5) **Operational Disruption Expense.** This additional coverage provides for **operational disruption expenses** resulting from damage to **insured property** arising out of a covered loss under this section during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage.. The maximum amount **we** will pay for all expenses related **to operational disruption expense** is \$5,000,000 per covered occurrence and includes all sublimits as listed below. The following sublimits apply:
- a. The maximum amount we will pay is \$250,000 for **operational disruption expenses** for any one occurrence or in the aggregate for multiple occurrences for damages involving actual interruption of the use of **your computer system** when caused by a covered loss, provided that the disruption is directly caused by damage to **your computer system**.
 - b. The maximum amount we will pay is \$500,000 for expediting expenses to cover the reasonable and necessary costs you incur to pay for the temporary repair of insured damage to **your insured property** and to expedite the permanent repair or replacement of such damaged property. This additional coverage does not cover costs recoverable elsewhere in this section or of permanent repair or replacement of damaged property.
 - c. The maximum amount we will pay is \$1,000,000 for leasehold interest loss and is subject to the following:
 - (1) If the lease agreement requires continuation of rent; and if the property is wholly untenable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenable or unusable, the proportion of the rent payable for the unexpired term of the lease.
 - (2) If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law; the **lease interest** for the first three months following the loss; and the **net lease interest** for the remaining unexpired term of the lease.
 - (3) The leasehold interest does not insure any increase in loss resulting from the suspension, lapse or cancellation of any license, or from **you** exercising an option to cancel the lease; or from **your** act or omission that constitutes a default under the lease.

- (4) In addition, there is no coverage for **your** loss of leasehold interest directly resulting from damage to contents or personal property.
- d. The maximum amount we will pay is \$2,000,000 for extra expense loss and is for the reasonable and necessary extra costs incurred by **you** of the following during the **period of restoration** resulting from an insured loss payable under this section for which **we** have accepted coverage and is outlined below:
- (1) Extra expenses to temporarily continue as nearly as **normal** as practicable the conduct of **your** operation and extra costs of temporarily using property or **your** facilities or others;
 - (2) Less any value remaining at the end of the **period of restoration** for property obtained in connection with the above.
- e. Extra expense does not cover:
- (1) Any loss of income.
 - (2) Costs that normally would have been incurred in conducting the operation during the same period had no physical loss or damage occurred.
 - (3) Cost of permanent repair or replacement of property that has been damaged or destroyed.
 - (4) Any expense recoverable elsewhere in this section.
- (6) **Property in the Course of Construction.** This additional coverage provides for projects in the course of construction up to a per occurrence limit of \$5,000,000 for each structure as listed per the **schedule of values** resulting from an insured loss payable under this section for which **we** have accepted coverage. This includes the necessary **soft costs**.
- (7) **Protection and Preservation of Property.** This additional coverage provides for reasonable and necessary costs incurred for actions to temporarily protect or preserve **insured property**, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. For this condition, reasonable and necessary includes, but is not limited to:
- a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing the **insured property**;
 - b. Costs incurred of restoring and recharging fire protection systems following an insured loss; and
 - c. Costs incurred for the water used for fighting a fire in, on or exposing the **insured property**.
 - d. This additional coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred.
- (8) **Valuable Papers and Records, and Electronic Data and Media.** This additional coverage provides for physical loss or damage to **valuable papers and records** and **electronic data and media** following physical damage or damage to **insured property** resulting from an insured loss payable under this section for which **we** have accepted coverage. The maximum amount **we** will pay for any one **occurrence** or in the aggregate for multiple **occurrences** is \$250,000 to restore data lost by **you** for an actual interruption of the use of **your computer system** when caused by a covered loss. The maximum amount **we** will pay for all other losses to **valuable papers and records** that are not electronic data or media is \$1,000,000 for any one **occurrence**. This additional coverage excludes loss or damage to property described below:
- a. Currency, money or securities;
 - b. Property held as samples or for sale for delivery after sale;

- c. Errors or omissions in processing, programming or copying unless physical damage not excluded by this policy results, in which event, this coverage will insure only such resulting damage.
 - d. Deterioration, inherent vice, vermin or wear and tear; all unless physical damage not excluded by this policy results, in which event this coverage will only insure such resulting damage.
2. **Mobile Equipment and Vehicle Physical Damage.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** to any **vehicle or mobile equipment** owned by **you**, or any **vehicle or mobile equipment** for which **you** have an obligation to provide adequate insurance because of an ownership or possessory interest, provided such loss or damage occurs during the policy period specified in the declaration pages.
 3. **Landscaping Items.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **your** outdoor trees, shrubs, plants or harvested crops. The most **we** will pay in any one **occurrence** is \$25,000.
 4. **Property of Employees or Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for damage to **your** employee or volunteer-owned personal property located within **insured property** up to a per **occurrence** limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
 5. **Vehicles or Mobile Equipment Owned by Employees or Authorized Volunteers.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for **vehicles** or **mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles** or **mobile equipment** are being used by the employee or authorized volunteer on official business of the **named insured** up to a per occurrence limit of \$50,000. Coverage provided shall be secondary to any primary coverage available to employees or volunteers.
 6. **Search and Rescue.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement**, and **flood** for **vehicles** or **mobile equipment** owned by employees or authorized volunteers of the **named insured** while the **vehicles** or **mobile equipment** are being used by the employee or authorized when engaged in search and rescue activities when actively participating in search and rescue mobilizations initiated by the Sheriff and is intended to provide primary insurance for that endeavor.
 7. **Property in Transit.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **insured property**, while being transported by **you**, up to a per **occurrence** and/or in the aggregate limit of \$1,000,000 per policy period.
 8. **Unmanned Aircraft System.** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** up to \$50,000 per **occurrence** for physical damage to unmanned aircraft (drones) weighing less than 55 pounds, flying at or below 400 feet above ground level, and incapable of travelling more than 100 miles per hour.
 9. **Inadvertently Omitted Property:** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** up to \$2,500,000 of the repair or **functional replacement cost**, whichever is less, for property inadvertently omitted from **your schedule of values**.
 10. **Newly Acquired Property:** We agree to pay **you**, or on **your** behalf, for an **occurrence** against all risks of direct physical loss of or direct physical damage including **terrorism, earth movement** and **flood** for damage to **insured property** rented, leased, purchased, or newly constructed by **you** after the inception date of this policy, but prior to the expiration date. All newly acquired property shall be reported to **us** via the **schedule of values** within one hundred twenty (120) days from the date of acquisition in order for coverage to continue and shall be limited to \$10,000,000

B. Definitions Applicable to Property Insurance Provided

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Actual Cash Value**" means the amount it would cost to repair or replace **insured property**, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
2. "**Computer System**" means a system of computer hardware, software, and associated electronic devices that **you** operate or own.
3. "**Earthquake**" means a shaking or trembling of the earth that is tectonic or seismic in origin.
4. "**Earth Movement**" means any natural or man-made earth movement, including but not limited to **earthquake**, landslides, subsidence or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical damage by fire, explosion, or sprinkler leakage resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this section. All **earth movement** within a continuous 168-hour period will be considered a single **earth movement**; the beginning of such period shall be determined by **you**. This definition does not include loss or damage caused by or resulting from **flood**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
5. "**Electronic Data and Media**" means all forms of data, converted data, electronically converted data and/or programs and/or applications and/or instructions and/or media vehicles employed.
6. "**Fine Arts**" means manuscripts; paintings; etchings; pictures; murals; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding **vehicles**, coins, stamps, precious metals, watercraft, **aircraft**, money, or securities.
7. "**Flood**" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. Flood, or rising waters, waves, tide, or tidal water;
 - b. The unusual and rapid accumulation or runoff of surface water from any source; or,
 - c. Mudslide or mud flow caused by accumulation of water on or under the ground; the overflow of inland or tidal waters outside the **normal** watercourse or natural boundaries;
 - d. The release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom.
 - e. However, physical damage by fire, explosion or sprinkler leakage resulting from **flood** is not considered to be loss by **flood** within the terms and conditions of this section. All flooding within a continuous 168-hour period will be considered a single **flood**; the beginning of such period shall be determined by **you**.
8. "**Flood Insurance Rate Map**" means the official map of a community on which the administrator has designated the special hazards area applicable to the community.
9. "**Functional Replacement Cost**" means the cost of replacing damaged **insured property** with similar property that will perform the same function but may not be identical to the damaged **insured property**.
10. "**Lease Interest**" means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of **your** lease.
11. "**Net Lease Interest**" means that sum which placed at 3% interest rate compounded annually would equal the **lease interest** (less any amounts otherwise payable).

12. “**Occurrence**” means any one loss, disaster, casualty or series of losses, disasters or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, snow or ice storm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing a loss, **you** may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the **insured property** occurs.
13. “**Operational Disruption Expense**” means costs incurred by the **named insured** in order to continue as nearly as practicable the **normal** operation of **your** public entity immediately following a covered loss. This includes the loss of any income, net of expenses, incurred during the **period of restoration** of the operation of the public entity.
14. “**Period of Restoration**” means that period of time that begins with the date of the direct physical loss of or direct physical damage to **insured property** and ends with the date when such part of the **insured property** as has been lost or damaged could, with the exercise of **your** due diligence or dispatch, be rebuilt, or replaced.
15. “**Replacement Cost**” means the cost to repair, rebuild or replace with new materials of like kind, size and quality, without deduction for depreciation.
16. “**Schedule of Values**” means those records describing **insured property** as entered into the ICRMP database by **you** or **your** independent insurance agent and kept on file with **us**.
17. “**Soft Costs**” means:
 - a. **Interest expense**;
 - b. General overhead-developer expenses and additional real estate taxes;
 - c. Legal or professional fees;
 - d. Marketing expenses and advertising expenses;
 - e. Debt service payments and insurance premiums;
 - f. Refinancing charges and bond interest;
 - g. Founders fees and miscellaneous operating expenses.
18. “**Special Flood Hazard Area**” means the areas of **flood insurance rate map** which are identified as Zones A, AO, AH, AI — A30, AE, A99, AR, AR/A, AR/AE, AR/A1 — A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as **special flood hazard areas** as specified above, only those **flood insurance rate maps** which were in effect at the time of the **flood** loss shall apply.
19. “**Vacant**” means containing inadequate contents to perform customary business operations.
20. “**Vacant Property**” means a building is **vacant** or unoccupied if less than 10% of the total square footage is owned, rented or leased by **you** and used by **you** to conduct customary operations, excluding common areas such as lobbies and garages. Buildings under construction or renovation shall not be considered **vacant**.
21. “**Valuable Papers and Records**” means written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, but not including the monetary value of monies and/or securities

C. Specific Conditions Applicable to Property Insurance Provided

The following conditions are applicable to this Section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Appraisal.** The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered.
 - a. If **you** and **we** fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser. Each will notify the other of the appraiser selected within thirty (30) days of such demand. The two appraisers shall first select a competent, disinterested umpire. If the two appraisers fail to agree upon an umpire within thirty (30) days, **you** and **we** shall jointly move to have an umpire selected by a district judge in the State of Idaho to select an umpire. The appraisers shall then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of loss and the amount of loss, for each item of physical loss or damage. If the appraisers fail to agree within fourteen (14) days, they shall submit their differences to the umpire.
 - b. The umpire shall review the appraisals prepared by the appraisers selected by **you** and **us** and shall inspect the property prior to preparing the appraisal. The appraisers for **you** and **us** shall be afforded the opportunity to attend the umpire's inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the umpire shall identify each item of physical loss or damage and shall appraise the amount of loss for each item. The umpire's appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item and shall state separately the **actual cash value** and **replacement cost** value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the coverage document and may be reduced by the application of a deductible called for by this policy.
 - c. **You** and **we** will each:
 - (1) Pay its chosen appraiser; and
 - (2) Bear equally the other expense of the appraisal and umpire.
 - (3) A demand for appraisal shall not relieve **you** of **your** continuing obligation to comply with the terms and conditions of this policy. **We** will not be held to have waived any of its right by any act relating to appraisal.
2. **Consequential Reduction in Value.** This section covers the reduction in value of insured merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage insured by this section to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, **you** will surrender the undamaged parts of such merchandise to **us**.
3. **Deductibles.** In each case of loss covered by this section, **we** will only be liable if **you** sustain a loss in a single occurrence greater than the underlying limit or the applicable deductible listed on the declarations page and only for its share of that greater amount.
 - a. Flood Type 1: As respects buildings or structures wholly or partially situated in a **special flood hazard area** the following deductibles shall apply separately for loss from the peril of **flood**, as covered and defined under the National Flood Insurance Program:
 - (1) For all coverages insured against under this section, if **you** purchase coverage from the National Flood Insurance Program, the deductible shall be the greater of the amount recoverable from the National Flood Insurance Program or the **actual cash value**, not to exceed \$500,000. This deductible shall apply for each building or each structure for real property, and for contents at each building or each structure.
 - (2) For all coverages insured against under this section, if **you** do not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be \$ 500,000 at each building or each structure for real property, \$500,000 for contents at each building or each structure, and \$500,000 each for any other **insured property**.
 - (3) If the community is participating in the Emergency Program under the National Flood Insurance Program, \$500,000 as noted within this condition: Deductibles, a. (1) above is replaced with \$100,000. If the

property is eligible for coverage in the Emergency Program, \$500,000 as noted within this condition, Deductible a. (2) is replaced with \$100,000.

- (4) However, these deductibles shall not apply to **insured property** located outside of an area designated as a **special flood hazard area** nor to ensuing physical loss, or damage or destruction not otherwise excluded herein. Further, the deductibles described under this condition, a., paragraphs (1), (2), and (3) above shall apply individually.
 - b. Flood Type 2: For all other **flood** losses, the deductible shall be as stated on the declarations pages at the beginning of this policy.
 - c. As respects losses from other covered losses, a deductible per occurrence for all **insured property** shall be as stated on the declarations pages at the beginning of this policy.
5. **Schedule of Values.** Except for **vehicles**, buildings, other outdoor structures and a summary accounting of all items included as contents within a building, other **insured property** need not be identified in the **schedule of values** if the value of the individual item is less than \$100,000. It is **your** responsibility, working with **your** independent insurance agent or reporting directly to **us** via the **schedule of values**, to make sure all **insured property** valued over \$100,000 is listed on **your schedule of values**. Further, items **you** list on the **schedule of values**, but excluded by the language within this policy, are not covered.
6. **Valuation of Loss.** Adjustment of the physical damage loss amount under this section will be computed as of the date of loss at the insured property, and for no more than your interest in the insured property, subject to the applicable sublimits either stated in the below text or on the declaration pages:
- a. On **mobile equipment**, watercraft, and **vehicles**:
 - (1) The cost to repair or replace the property with new **mobile equipment**, watercraft or **vehicles** of like kind and quality at the time of the loss, if less than or equal to two years from December 31 of the model year.
 - (2) The lesser of the **actual cash value** at the time of the loss or the cost to repair if greater than two years from December 31 of the model year.
 - (3) If not repaired or replaced, the **actual cash value**.
 - b. Stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.
 - c. Property in transit:
 - (1) Property shipped to or on **your** account will be valued at **your** actual invoice. Included in the value are accrued costs and charges legally due. Charges may include **your** commission as selling agent.
 - (2) Property **you** sold and shipped to or for the purchaser's account will be valued at **your** selling invoice amount. Prepaid or advanced freight costs are included.
 - (3) Property not under invoice will be valued at the actual cash market value at the description point on the date of **occurrence** less any charges saved which would have become due and payable upon arrival at destination.
 - d. Finished goods manufactured by **you**, the regular cash-selling price at the **insured property** where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.
 - e. Raw materials, supplies and other merchandise not manufactured by **you**:
 - (1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property, or

- (2) If not repaired or replaced, the **actual cash value**.
- f. **Fine arts** articles, the lesser of and not to exceed \$1,000,000 per occurrence only if the item cannot be replaced with other like kind and quality:
- (1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;
 - (2) Cost to replace the article; or
 - (3) Current market value at time of loss.
 - (4) In the event a **fine arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, **we** will be liable for the lesser of the full value of such pair or set or the amount designated on the **schedule of values**, not to exceed our sublimit as stated above or in the declarations pages. **You** agree to surrender the pair or set to **us**.
- g. **Valuable Papers and Records**, and **Electronic Data and Media**.
- (1) On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:
 - (i) The cost to repair, replace or restore data, programs or software including the costs to recreate research and engineer;
 - (ii) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.
 - (2) On all other **Valuable Papers and Records**, and **Electronic Data and Media**, the lesser of the following:
 - (i) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss;
 - (ii) The cost to replace the item.
- h. **Vacant Property**:
- (1) if the building or leased **premises** has been **vacant** for a period of more than ninety (90) consecutive days before the loss or damage occurs, **we** will not pay for any loss or damage caused by any of the following:
 - (i) Vandalism
 - (ii) Sprinkler leakage
 - (iii) Building glass breakage
 - (iv) Water damage
 - (v) Theft, or attempted theft
 - (2) With respect to direct physical loss or damage, other than from caused listed above, and not otherwise excluded by this policy, **we** will reduce the amount **we** would otherwise pay for the loss or damage by 15%.
- i. On all other **insured property**, the loss amount will not exceed the lesser of the following:
- (1) The cost to repair;

- (2) The cost to rebuild or replace on the same site with new materials that are like size, kind and quality;
- (3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;
- (4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;
- (5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
- (6) The increased cost of demolition, if any, resulting from loss covered by this section, if such property is scheduled for demolition;
- (7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at **your** expense; or
- (8) The **actual cash value** if such property is:
 - (i) Useless to **you**; or
 - (ii) Not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.
- (9) **You** may elect not to repair or replace **insured property** lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or **replacement cost** basis if the proceeds of such loss settlement are expended on other capital expenditures related to **your** operations within two years from the date of loss. As a condition of collecting on this item, such expenditure must be unplanned as of the date of loss and be made at an **insured property** under this section. This item does not extend to Demolition and Increased Cost of Construction.

7. **Vehicles and Mobile Equipment that are Leased or Rented.** **Vehicles** and **mobile equipment** that are leased or rented to an **insured**, for less than ninety (90) days, and used for official business, are covered under this section and are not required to be listed on the **schedule of values**.

D. Exclusions Applicable to Property Insurance Provided

The following exclusions are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Regard to all property, we do not cover loss or damage under the Property Insurance Provided of this section resulting directly or indirectly by or resulting from any of the following regardless of any other cause or event, whether or not insured by this section, contributing concurrently or in any other sequence to the loss:**
 - a. Loss or damage more specifically covered under any other section of this policy.
 - b. Moths, animals (other than collision with animals), vermin, termites, crickets or other insects.
 - c. Inherent vice, latent defect, wear, tear or deterioration, depletion, whether sudden or gradual.
 - d. Contamination, corrosion, erosion, rust, wet or dry rot, mold, dampness of atmosphere or variations of temperature.
 - e. Accumulated effects of smog, smoke, vapor, liquid and dust.
 - f. Loss of use, delay or loss of markets or opportunity.

- g. Breakdown or derangement of any machinery or equipment, unless an insured peril ensues, and then only for the actual loss or damage caused by such ensuing peril.
 - h. Electrical appliances, devices, fixtures or wiring caused by artificially generated electrical current, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion.
 - i. Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss.
 - j. Any fraudulent, dishonest or criminal act, but not limited to theft, committed alone or in collusion with others at any time by any **insured**:
 - (1) Including theft of cash, securities, or other negotiable instruments, however described; or
 - (2) By any employee, proprietor, partner, director, trustee, or officer of any business or entity **you** engage to do anything in connection with **insured property**; or
 - (3) Acts of direct insured physical damage intentionally caused by **your** employees, elected or appointed officials, volunteers or any individual specified in (2) above, and done without **your** knowledge. In no event, does this section cover loss by theft by any individual specified above.
 - k. Indirect or remote loss or damage.
 - l. Loss or damage or deterioration arising from any delay.
 - m. Interruption of business; except to the extent provided by this section.
 - n. Lack of the following services when caused by an occurrence off the **insured property** and only if the lack of such a service directly causes physical damage insured by this section on the **insured property**, then only that resulting damage is insured:
 - (1) Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;
 - (2) incoming or outgoing sewerage;
 - (3) incoming or outgoing telecommunications;
2. **With Regard to Buildings and Structures, we do not cover losses under the Property Insurance Provided of this section resulting directly or indirectly from:**
- a. Settling, cracking, bulging, shrinking or expansion of any paved surfaces, foundations (including any pedestal, pad, platform or other property supporting machinery), walls, pavements, floors, ceilings or roofs, except if damage is caused by a covered **accident**, or if damage to **insured property** is caused by **earth movement** or **flood**.
 - b. Extremes or changes of temperature (except to machinery or equipment) or changes in relative humidity, regardless of whether or not atmospheric, except if damage to **insured property** is caused by **earth movement** or **flood**.
 - c. Any increase of loss due to interference with rebuilding, repairing or replacing a building, or with the resumption or continuation of business.
 - d. Any increase of loss due to the suspension, lapse or cancellation of any lease, license, contract or order.
 - e. Loss or damage to **insured property** caused by or resulting from errors in design or testing of that **insured property**, except resultant physical loss or damage to other **insured property** insured by this section.
 - f. Faulty workmanship, material or construction, or design from any cause, except resultant physical loss or damage to other **insured property** insured by this section and not excluded elsewhere.

- g. Loss from enforcement of any law or ordinance:
 - (1) Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
 - (2) Requiring the demolition of any property, including the cost in removing its debris; or
 - (3) except as provided by the conditions of Debris Removal and Increased Cost of Construction additional coverage as listed in the conditions.
- 3. **With Regard to Property in Course of Construction, we do not cover losses under the Property Insurance Provided of this Section resulting directly or indirectly from:**
 - a. Penalties for non-completion of, or delay in, completion of contract or non-compliance with contract conditions, nor for loss of use of occupancy, however caused.
- 4. **With Regard to specific types of property, we do not cover physical loss or physical damage to the following property:**
 - a. All animals and birds, except **your** service animals. For **your** service animals, **our** liability for such loss shall not exceed \$25,000 per **occurrence**, for injury, sickness or death.
 - b. Land, water, standing timber or any other substance in or on land.
 - c. **Aircraft**, spacecraft or satellites.
 - d. Retaining walls not constituting part of a building when loss is caused by ice or water pressure.
 - e. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern or mining property located below the surface of the ground.
 - f. Any property undergoing insulation breakdown tests.
 - g. Currency, money, precious metal in bullion form, notes, or securities.
 - h. Jewelry, furs, precious metals or precious stones.
 - i. Dams, including earthen dams, levies, canals, reservoirs, ditches, or retaining ponds.
 - j. All liners, or membranes, however characterized, with the intent and design to separate, retain or hold water, sewage, trash, dirt, debris or any other material.
 - k. Roadways, highways, streets, bridges, tunnels, guardrails, pavements, parking lots, curbs, culverts, sidewalks, pathways, pedestrian walkways or other transportation conveyance infrastructure, however characterized.
 - l. Underground pipes or underground wiring.
 - m. Any **mobile equipment, vehicle**, watercraft or other property while participating in any prearranged or organized racing, speed or demolition contest or in any stunting activity, including practice or preparation for any such contest or activity.
 - n. Overhead transmission and distribution lines located more than 1 mile from **your** structures listed on the **schedule of values**.
 - o. Data or fiber optic transmission lines and conduit not contained within walls of **insured property**.
 - p. Equipment used to produce power or gas primarily for distribution to third parties.

q. Loss or damage from any repairing, restoration or retouching process related to ***fine arts***.

SECTION VI - CRIME INSURANCE

A. Insuring Agreements Applicable to Crime Insurance

The following insuring agreements are applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Employee Dishonesty or Fraud.** We agree to pay the *named insured*, or on its behalf, for loss of money, securities and other financial instruments or theft of *your* property by an *employee* sustained by the *named insured* resulting directly from one or more *dishonest or fraudulent acts* committed by an *employee* of the *named insured*, acting alone or in collusion with others.
2. **Loss Inside the Premises.** We agree to pay the *named insured*, or on its behalf, for loss of money and securities of the *named insured* by the actual destruction, disappearance or *wrongful taking* within the *premises*.
3. **Loss Outside the Premises.** We agree to pay the *named insured*, or on its behalf, for loss of money and securities of the *named insured* by the actual destruction, disappearance or *wrongful taking* thereof, outside the *premises* while being conveyed by a *messenger* or any armored motor vehicle company.
4. **Policy in Lieu of Public Officials Surety Bond.** Insurance under this section shall be deemed to provide insurance compliant with the provisions of Idaho Code §59-804 for the terms and responsibilities of public officials or *employees* to the extent required by the Idaho Code bonding requirements for public officials, including notary public.

B. Definitions Applicable to Crime Insuring Agreements

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Dishonest or Fraudulent Acts**" means acts committed by an *employee* of the *named insured* which
 - a. Cause the *named insured* to sustain such loss; or
 - b. Results in financial benefit to the *employee*, or another person or organization intended by the *employee* to receive such benefit, not otherwise entitled to.
2. "**Employee**" shall be as defined by the Idaho Tort Claims Act (Idaho Code, chapter 9, title 6).
3. "**Social Engineering Financial Fraud**" means the transfer of *money* or *securities* to an account outside *your* control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of *yours*, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of the *yours*.
4. "**Social Engineering Financial Fraud Loss**" means loss of money or securities in a *social engineering financial fraud*.
5. "**Messenger**" means any *employee* who is duly authorized by the *named insured* to have the care and custody of an *insured* property outside the *premises*.
6. "**Premises**" means the interior of that portion of any building which is occupied by the *named insured* in conducting its business.

7. "**Wrongful Taking**" means an unauthorized conversion or theft of money, securities, money orders, counterfeit currency, depositor's forgery or other financial instruments, whether or not proven in a court of law.

C. Specific Conditions Applicable to Crime Insuring Agreements

The following conditions are applicable to this Section only. They may amend conditions located in Section III General Conditions of this policy.

1. **All Incidents - One Loss.** All losses incidental to an actual or attempted fraudulent, dishonest or criminal act, or series of related acts, whether committed by one or more persons, shall be deemed one loss. The applicable limits of indemnification stated in the declarations pages are the total limit of **our** liability with respect to all losses arising out of any one occurrence.
2. **Policy in Lieu of Public Officials Surety Bond.** Insurance under this section shall be deemed to provide insurance compliant with the provisions of Idaho Code §59-804 for the terms and responsibilities of public officials or **employees** to the extent required by the Idaho Code bonding requirements for public officials.
3. **Limits of Indemnification for Multiple Policy Periods.** **Our** total liability is limited to the total amount specified in the declarations pages of this policy for all losses caused by any **employee** or in which such **employee** is concerned or implicated. Regardless of the number of years this policy shall continue in force and the number of member contributions which shall be payable or paid, the limits of indemnification specified in the declarations pages shall not be cumulative from year to year or period to period. The maximum total loss paid to any **named insured** shall not exceed the limits of indemnification stated in the policy year during which a claim is made.
4. **Loss Caused by Unidentified Employees.** If a loss is alleged to have been caused by the fraud or dishonesty of any one or more **employees**, and the **named insured** shall be unable to designate the specific **employee** or **employees** causing such loss, the **named insured** shall nevertheless have the benefit of Insuring Agreement 1, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more **employees** of the **named insured**.
5. **Notary Public.** **Our** total liability is limited to the total amount specified in the declarations pages of this policy for claims in which the **insured** shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the **insured** by reason of any negligent act, error or omission, committed or alleged to have been committed by the **insured**, arising out of the performance of notarial service for **you** or others in the **insured's** capacity as a duly commissioned and sworn notary public. This coverage applies to notarial actions outside of employment and coverage will not expire until the notary's commission certificate expires.
6. **Ownership Interest.** Money, securities and other financial instruments may be covered by this policy whether owned by the **named insured** or held by the **named insured** in its care, custody or control.
7. **Recoveries.** To the extent that a loss of the **named insured** exceeds the limits of indemnification applicable to this section, the **named insured** shall be entitled to recoveries from third parties until the **named insured** is fully reimbursed. Any remaining recovery shall be paid to **us**. Audit fees incurred by **us** toward establishing **your** loss values will be deducted from the ultimate net loss.

D. Exclusions Applicable to Crime Insuring Agreements

The following exclusions are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **All Crime Insuring Agreements of this Section do not provide coverage for:**
 - a. Any claim or loss more specifically covered under any other section of this policy.
 - b. Any claim for the potential income or increase including, but not limited to, interest and dividends, not realized by the **named insured** because of a loss covered under this section.

- c. Any claim for costs, fees or other expenses incurred by the **named insured** in establishing the existence or amount of loss, covered under this section.
- d. Any claim for the funds collected or retained for any state or Federal agency pursuant to requirements established by law or pursuant to a mutual agreement.
- e. Any loss claimed involving conduct that occurred more than two (2) years prior to the date of the claim.
- f. Any loss claimed involving **social engineering financial fraud** from a **social engineering financial fraud loss** or event.

2. **Crime Insuring Agreement 1 does not cover:**

- a. Any loss, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.
- b. Any claim of loss concerning any fiscal year wherein financial records of the political subdivision have not been timely audited by a certified public accountant in accordance with the requirements of Idaho Code §67-450B or §67-450C, as appropriate.

3. **Crime Insuring Agreement 2 does not provide coverage for:**

- a. Any claim or loss due to any fraudulent, dishonest or criminal act by any **employee**, director, trustee or authorized representative of the **named insured**, while working or otherwise, and whether acting alone or in collusion with others.
- b. Any claim or loss due to:
 - (1) The giving or surrendering of money or securities in any exchange or purchase;
 - (2) Accounting or arithmetical errors or omissions;
 - (3) Manuscripts, books of account, or records; or
 - (4) Presentation or acceptance of any check returned for insufficient funds.
- c. Any claim or loss of money contained in coin operated amusement devices or vending machines, unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein.

4. **Crime Insuring Agreement 3 does not provide coverage for:**

- a. Any claim or loss due to any fraudulent, dishonest or criminal act by any **employee**, director, trustee or authorized representative of the **named insured**, while working or otherwise, and whether acting alone or in collusion with others.
- b. Any claim or loss due to:
 - (1) The giving or surrendering of money or securities in any exchange or purchase;
 - (2) Accounting or arithmetical errors or omissions; or
 - (3) Manuscripts, books of account or records.
- c. Any insured claim or loss of money, securities and other financial instruments of the **named insured** while in the custody of any armored motor vehicle company, except as excess policy over amounts recovered or received by the **named insured** under:
 - (1) The contract of the **named insured** with said armored motor vehicle company;

- (2) Insurance carried by said armored motor vehicle company for the benefit of users of its services; and
- (3) All other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service.

5. Crime Insuring Agreement 4 does not provide coverage for:

a. Coverage under this section does not apply to:

- (1) any dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of any **insured**;
- (2) Willful or intentional disregard of the law;
- (3) Bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions;
- (4) Injury to or destruction of any tangible property, including the loss of use thereof;
- (5) Fines or penalties imposed by law on any **insured**;
- (6) Punitive, treble, exemplary, or similarly categorized damages, including fines and penalties; or
- (7) Performance of notarial service for any business which an **insured** owns, is a partner of, manages or controls.

SECTION VII – AUTOMOBILE LIABILITY INSURANCE

A. Automobile Liability Insuring Agreements

The following insuring agreements are applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Automobile Liability.** We agree to pay on *your* behalf those sums which an *insured* becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** caused by an **occurrence** and arising out of the ownership, maintenance, use, loading or unloading of an **insured vehicle**.
2. **Automobile Medical Payments.** We agree to pay **medical expenses** incurred within the policy period and within ten (10) days of a **vehicle accident** as shall be necessary because of **bodily injury** caused by an **occurrence** in a vehicle owned or rented to an *insured*. Any such **medical expenses** must be reported within one hundred eighty (180) days of the **occurrence**.
3. **Uninsured or Underinsured Motorists.**
 - a. We agree to pay **damages** for **bodily injury** which an *insured* is legally entitled to recover from the owner or operator of an **uninsured automobile** or **underinsured automobile**. The **bodily injury** must be caused by **occurrence** and arise out of the ownership, maintenance or use of an **uninsured automobile** or **underinsured automobile**. This policy will pay under this Insuring Agreement only after the limits of liability under any applicable bodily injury liability policies or bonds have been exhausted in payments, settlements or judgments and after all worker's compensation benefits an employee may be entitled to have been paid.
 - b. The limits of indemnification shall be reduced by:
 - (1) All sums paid because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible for causing the **bodily injury**; and
 - (2) All sums paid by worker's compensation benefits or similar disability law.

B. Definitions Applicable to Automobile Liability Insurance Agreements

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. "Insured" means:
 - a. With respect to Insuring Agreement 1, an *insured* or anyone else while in an **insured vehicle** with the permission of the *insured*.
 - b. With respect to Insuring Agreement 2, anyone **occupying** an **insured vehicle** with the permission of the *insured*.
 - c. With respect to Insuring Agreement 3, an *insured* or anyone else while **occupying** an **insured vehicle** with permission of the *insured*.
2. "Insured Vehicle" means a **vehicle** owned by the **named insured** or a non-owned **vehicle** while operated by an *insured* in the course and scope of their duties or such use that is otherwise authorized by the **named insured**.
3. "Medical Expenses" means expenses for necessary medical, surgical, x-ray and dental services, ambulance, hospital, professional nursing and funeral services.

4. "**Occupying**" with regard to Insuring Agreement 2 and 3 of this section means an individual who, at the time of the **accident**, is in physical contact with an **insured vehicle**.
5. "**Underinsured Automobile**" means a **vehicle** for which the sum of liability limits of all applicable liability bonds or policies at the time of an **accident** is less than the limits of indemnification applicable to Insuring Agreement 3 of this section.
6. "**Uninsured Automobile**" means a **vehicle**:
 - a. To which a **bodily injury** liability bond or policy does not apply at the time of the **accident**.
 - b. For which an insuring or bonding company denies coverage or has become insolvent.
 - c. Which is a hit-and-run **vehicle** and neither the driver nor the owner can be identified. The hit-and-run **vehicle** must come in contact with an **insured vehicle**.

C. Specific Conditions Applicable to Automobile Liability Insurance Agreements

The following conditions are applicable to this Section only. They may amend conditions located in Section III General Conditions of this policy.

1. **With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this Section is subject to the following conditions:**
 - a. **Vehicles Owned by Employees or Authorized Volunteers.** A **vehicle** owned by an employee or authorized volunteer of the **named insured** is provided auto liability coverage by this section while the **vehicle** is being used by an employee or authorized volunteer on official business of the **named insured**. This policy shall be deemed secondary to the policy of the employee's or authorized volunteer's personal insurance, which is deemed to be primary insurance. The intent of this special condition shall not be interpreted to extend this policy to a **vehicle** owned by other public or private entities which are made available to the **named insured** or its employees. For these non-owned **vehicles**, the terms and conditions already contained in this policy shall apply. This specific condition does not apply to volunteers engaged in search and rescue activities as coverage is intended to be primary insurance for search and rescue volunteers only when actively participating in search and rescue mobilizations initiated by the county Sheriff.
 - b. **Non-Duplication of Benefits.** There shall be no duplication of payments under this section for Insuring Agreements 1, 2 and 3, respectively, of this policy. Any amounts payable under these respective insuring agreements will be reduced by the amount of any advance payments.
2. **With Respect to Insuring Agreement 2, Automobile Medical Payments Insurance of this Section has the following conditions:**
 - a. **Examinations/Medical Reports.** The injured person may be required to take physical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to any such claim.
 - b. **Notice of Loss.** As soon as possible, any person making a claim under this Insuring Agreement must give **us** written notice. It must include all details **we** may need to determine the amounts payable.
3. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this Section has the following conditions:**
 - a. **Arbitration.** If **we** and any person entitled to recover under Insuring Agreement 3 fail to agree on the amount of **damages** thereof, the amount shall be settled by arbitration. In that event, each party will select an arbitrator. The two arbitrators will then select a third arbitrator. If they cannot agree upon a third arbitrator within thirty (30) days, both parties can ask a district judge in the State of Idaho to select the third arbitrator. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Written decisions of any two arbitrators will determine the issues and will be binding. The arbitration will take place pursuant to the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9, unless both parties agree otherwise.

Attorney's fees and fees paid to medical and other expert witnesses as part of the arbitration proceeding will not be considered arbitration expenses. These costs and expenses will be paid by the party incurring them.

- b. **Hit-and-Run Accident.** At **our** request, **you** shall make available for inspection any **vehicle** which any **insured** was **occupying** at the time of a hit-and-run **accident**. **You** must also notify a law enforcement agency within twenty-four (24) hours of any hit-and-run **accident**. **You** must also notify **us** of any such hit-and-run **accident** within seven (7) days of any such **accident**. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement 3, and render any insurance provided null and void.
- c. **Medical Examinations.** The injured person may be required to take, at **our** expense, physical examinations by physicians **we** choose, as often as **we** reasonably require.
- d. **Non-Binding Judgment.** No judgment resulting from a **suit** brought without **our** written consent, or which **we** are not a party to, is binding on **us**, either for determining the liability of the **uninsured or underinsured automobile** or owner, or the amount of **damages** sustained.
- e. **Prejudgment or Pre-Arbitration Award Interest.** Prejudgment or pre-arbitration award interest shall not begin to accrue until the date that the proof of loss is received by **us**.
- f. **Proof of Loss.** A proof of loss must be served upon **us** as soon as practicable following any such **accident** causing the injury in order to determine the amounts payable. Failure to provide such notice shall be deemed a material and prejudicial breach of this Insuring Agreement, and renders any insurance provided null and void. Each proof of loss presented shall accurately describe the conduct and circumstances which brought about the injury, state the time and place the injury occurred, state the names of all persons involved, and shall contain the amount of **damages** claimed, together with any and all records that exist pertaining to said injury. Said records shall consist of 1) all police reports pertaining to the **accident**, and 2) complete medical and billing records from all institutions (hospitals, rehabilitation facilities, and nursing homes) and physician offices. A signed medical records release form must be provided with the proof of loss giving **us** authorization to obtain additional medical reports and other records pertinent to any such loss.

D. Exclusions Applicable to Automobile Liability Insurance Agreements

The following exclusions are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. With respect to Insuring Agreements 1, 2 and 3, Auto Liability Insurance of this Section does not apply:

- a. To any claim, **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
- b. To any claim of **bodily injury** sustained by any person, including an **insured**, engaged in the maintenance or repair of an **insured vehicle**.
- c. To any claim that directly or indirectly benefits any worker's compensation or disability benefits insurer.
- d. For **bodily injury** to anyone eligible to receive benefits which are either provided, or are required to be provided, under any worker's compensation, occupational disease or similar disability law.
- e. To any claim arising out of the operation of **mobile equipment**.
- f. For any **vehicles** owned or leased by a **named insured** when the **vehicle** is being rented or leased to a third party for compensation.
- g. To any person or organization, or to any agent or employee thereof, operating a vehicle sales agency, repair shop, service station, storage garage or public parking place, with respect to any **accident** arising out of the operation thereof.

- h. To any employee with respect to injury to, sickness, disease or death of another employee of the same employer injured in the course of such employment in an **accident** arising out of the maintenance or use of the **vehicle** in the business of such employer.
 - i. With respect to any hired **vehicle**, to the owner or a lessee thereof, other than the **named insured**, nor to any agent or employee or such owner or lessee.
 - j. To any **bodily injury** resulting from or arising out of the use of a **vehicle** owned by **you** and not insured by **us**.
 - k. To any claim for **damages** for **bodily injury** arising out of:
 - (1) Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
 - (2) A series of related sexual molestation occurrences or a series of related sexual abuse occurrences that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
 - l. To any claim for **damages** for **personal injury** or **property damage** arising out of:
 - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
 - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respects to **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards; or
 - (3) Knowingly not complying with any other federal, state or local laws and regulations with respect to **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
2. **With Respect to Insuring Agreement 1, Auto Liability Insurance of this Section does not apply:**
- a. To **property damage** to property rented to, used by or in the care, custody or control of any **insured**.
 - b. To **bodily injury** to any **insured** arising out of or in the course of employment.
 - c. To any liability for indemnity or contribution brought by any party for **bodily injury** or **property damage** sustained by any **insured**.
3. **With Respect to Insuring Agreement 2, Automobile Medical Payments of this Section does not apply:**
- a. To any **bodily injury** arising out of or resulting from the operation of an **insured vehicle** while being used for hire or for a fee with authorization for such use.
 - b. To prisoners, inmates, or any other category of persons being detained by an **insured** while being transported by **you**.
 - c. For **bodily injury** to any employee, elected official or volunteer eligible to receive any worker's compensation, occupational disease or similar disability law benefits.
4. **With Respect to Insuring Agreement 3, Uninsured/Underinsured Motorists Insurance of this Section does not apply:**
- a. To any **insured** who enters into a settlement with a third party without **our** written consent.

SECTION VIII – GENERAL LIABILITY INSURANCE

A. Insuring Agreement Applicable to General Liability Insurance

The following insuring agreements are applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **General Liability.** We agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** for **personal injury** or **property damage** which arise out of an **occurrence** during the policy period. Included within this insuring agreement are the following:
 - a. **Garagekeeper's Liability.** Provides coverage for claims resulting from the ownership and operation of storage garages and parking lots of the named **insured** as bailee with respect to a **vehicle** left in its custody and control and is sublimited to \$500,000 per **occurrence**.
 - b. **Fire Suppression Liability.** Provides coverage for claims resulting from **fire suppression activities** by authorized firefighting personnel. This coverage is sublimited to \$500,000 per **occurrence**. This coverage grant does not apply to **fire suppression activities** on public land.
 - c. **Hostile Fire Liability.** Provides coverage for claims resulting from heat, smoke or fumes resulting from a **hostile fire** and is sublimited to \$500,000 per **occurrence**.
 - d. **Host/Liquor Liability.** Provides coverage for claims resulting from the provision, sale or distribution of alcoholic beverages, or by reason of any local, state or federal liquor control laws and will be sublimited to \$500,000 per **occurrence**.
 - e. **Sewer Back-up Claims.** Provides coverage for claims arising out of sewer line and facilities back-up and related events, for which the **named insured** is responsible by virtue of its negligence. Notwithstanding the general exclusions stated elsewhere within this policy, this Insuring Agreement extends to mold and other fungus abatement and remediation demonstrated to be a direct result of a sewer back-up related **occurrence** for which **you** are responsible. This coverage is sublimited to \$500,000 per **occurrence**.
 - f. **Incidental Medical Liability.** Insuring Agreement 1 provides liability coverage for **damages** related to professional medical services rendered in the course and scope of delivering such services or during medically supervised training related thereto or which should have been rendered to any person or persons (other than employees of the **named insured** injured during the course of their employment) only by any of the following persons acting on behalf of the **named insured** by:
 - (1) Employed or volunteer emergency medical technicians (EMTs), paramedics or first responders.
 - (2) Employed or volunteer, nurse practitioners, registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while employed by **you** and while acting within the scope of their duties and responsibilities serving inmates of a jail operated by **you**.
 - (3) Volunteer registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while volunteering for **you** and while acting within the scope of their duties and responsibilities, serving as an EMT, paramedic, first responder or ambulance personnel.
 - (4) Any other **insured** providing **first aid**.

This coverage is sublimited to \$500,000 per **occurrence**.

B. Definitions Applicable to General Liability Insuring Agreement

The following definition is applicable to this Section only. It may amend definitions located in Section II General Definitions of this policy.

1. **"Fire Suppression Activities"** means the application of water or **fire suppression chemicals** in the attempt to suppress fires or dislocation of materials or destruction of property deemed necessary to suppress fires.
2. **"Fire Suppression Chemicals"** means chemicals prescribed for extinguishing or preventing fires.
3. **"Hostile Fire"** means one which becomes uncontrollable or breaks out from where it was intended to be within **your insured property** and started by **you**.
4. **"Insured"** means:
 - a. The **Named Insured**; or
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

C. Exclusions Applicable to General Liability Insuring Agreement

The following exclusion are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, General Liability Insurance of this Section does not apply:**
 - a. To any claim, **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
 - b. To any claim from fire suppression liability, government-imposed penalties or fines, however characterized, assessed to pay the costs of suppressing a fire started by **your fire suppression activities** or for the improper discharge of **fire suppression chemicals** will not be covered under this section.
 - c. To **personal injury** or **property damage** resulting from or arising out of the ownership, maintenance, use or entrustment to others of any **vehicle**.
 - d. To any claim for **damages** arising out of law enforcement or jail operations activities or the performance of law enforcement or jail operations duties.
 - e. To **property damage** to property **you** own, rent or occupy; **premises you** sell, give away or have abandoned; property loaned to **you**; and personal property in **your** care, custody and control. This exclusion shall not apply to garagekeeper's liability, as provided in the insuring agreement of this section.
 - f. To any **damages** claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your** product, **your** work, or the impaired property if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition.
 - g. To any claim or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
 - h. To any claim or **suit** for **personal injury** arising out of the **administration** of an **employee benefit program**.
 - i. To any claim arising out of the failure to supply water, electrical power, fuel, internet or any other utilities.

- j. To any claim for **damages** for **personal injury** arising out of:
- (1.) Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
 - (2.) A series of related sexual molestation occurrences or a series of related sexual abuse occurrences that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
- k. To any claim for **damages** for **personal injury** or **property damage** arising out of:
- (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
 - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respects to **unmanned aircraft system**, including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards; or
 - (3) Knowingly not complying with any other federal, state or local laws and regulations with respect to **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

SECTION IX – LAW ENFORCEMENT LIABILITY INSURANCE

A. Insuring Agreement Applicable to Law Enforcement Liability Insurance

The following insuring agreements are applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Law Enforcement Liability.** *We* agree, subject to the conditions and exclusions of this Insuring Agreement, to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** because of a **wrongful act** or related **wrongful acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions resulting from the performance of **your** duties while providing law enforcement services or **jail operations** services or the administration of **first aid** resulting in **personal injury** or **property damage** during the policy period. Included within this insuring agreement is:
 - a. Incidental Medical Liability. Insuring Agreement 1 provides liability coverage for professional medical services rendered in the course and scope of delivering such services or during medically supervised training related thereto, or which should have been rendered to any person or persons (other than employees of the **named insured** injured during the course of their employment) only by any of the following persons acting on behalf of the **named insured** by and is sublimited to \$500,000 per **occurrence**:
 - (1) Employed or volunteer emergency medical technicians (EMTs), paramedics or first responders.
 - (2) Employed or volunteer, nurse practitioners, registered nurses, licensed practical nurses or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while employed by **you** and while acting within the scope of their duties and responsibilities serving inmates in the function of a jail operated by **you**.
 - (3) Volunteer registered nurses, licensed practical nurses, or nurses otherwise licensed and regulated under the statutes of the State of Idaho, while volunteering for **you** and while acting within the scope of their duties and responsibilities serving an EMT, paramedic, first responder or ambulance personnel.

B. Definitions Applicable to Law Enforcement Liability Insuring Agreement

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Jail Operations**" means activities relating to the detention of prisoners, arrestees or detainees at a detention facility, jail, work program, or other facility however described used to hold prisoners, arrestees, or detainees in the charge of an **insured**.
2. "**Personal Injury**" means **bodily injury**, mental anguish, shock, sickness, disease, disability, wrongful eviction, malicious prosecution, humiliation, invasion of rights of privacy, libel, slander or defamation of character, piracy and any infringement of copyright of property, erroneous service of civil papers, assault and battery and disparagement of property. **Personal injury** shall also mean false arrest, false imprisonment, detention, unlawful discrimination and violation of civil rights arising out of law enforcement or **jail operations** activities.
3. "**Wrongful Act**" means the actual or alleged negligent performance of a legal duty or responsibility or failure to perform a legal duty or responsibility, respectively, in a tortious manner pursuant to the Idaho Tort Claims Act or unlawful violations of civil rights pursuant to Federal law arising out of public office or position. **Wrongful act** is not a **wrongful employment practice**, as defined elsewhere.

C. Exclusions Applicable to Law Enforcement Liability Insuring Agreement

The following exclusions are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **With Respect to Insuring Agreement 1, Law Enforcement Liability Insurance of this Section does not apply:**
 - a. To any claim, **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
 - b. To **personal injury** or **property damage** resulting from or arising out of the ownership, maintenance, use or entrustment to others of any **vehicle**.
 - c. To **property damage** to property **you** own, rent or occupy; **premises you** sell, give away or have abandoned; property loaned to **you**; and personal property in **your** care, custody and control.
 - d. To any claim or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
 - e. To any claim relating to **wrongful employment acts** of the employment of any person, including threatened, actual or alleged **discrimination** or harassment.
 - f. To any claim for **damages** for **personal injury** arising out of:
 - (1) Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
 - (2) A series of related sexual molestation occurrences or a series of related sexual abuse occurrences that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
 - g. To any claim for **damages** for **personal injury** or **property damage** arising out of:
 - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
 - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respects to **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards; or
 - (3) Knowingly not complying with any other federal, state or local laws and regulations with respect to **unmanned aircraft system**, including any amendment or addition to such laws and regulations.

SECTION X - ERRORS AND OMISSIONS INSURANCE CLAIMS MADE ONLY

A. Errors and Omissions Insuring Agreements

The following insuring agreements are applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Errors and Omissions Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** against an **insured** which is **first made** in writing to **us** by **you** during this policy period, or any extended reporting period **we** provide, arising out of any **wrongful act** or series of related **wrongful acts** by an **insured** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** or series of related **wrongful acts** shall be treated as a single **claim**.

B. Definitions Applicable to Errors and Omissions Insuring Agreement

The following definition is applicable to this Section only. It may amend a definition located in Section II General Definitions of this policy.

1. "**Claim**" means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature by any **insured**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees.
2. "**Insured**" means:
 - a. The **Named Insured**; or
 - b. Current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

C. Specific Conditions Applicable to Errors and Omissions Insuring Agreement

The following condition is applicable to this Section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful acts** must first take place after the applicable retroactive date shown in the declaration pages of this policy and on or before the expiration of this policy period.

D. Exclusions Applicable to Errors and Omissions Insuring Agreement

The following exclusions are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **The Errors and Omissions Insuring Agreement 1 of this Section does not cover any claim:**
 - a. Or **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
 - b. Arising out of any dishonest, fraudulent, or criminal **wrongful acts** committed by any **insured** or at the direction of any **insured**.

- c. Arising out of the failure to supply water, electrical power, fuel, Internet or any other utilities.
- d. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
- e. Resulting from a continuing **wrongful act** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
- f. Arising out of law enforcement or jail operations activities or the performance of law enforcement or jail operations duties.
- g. For **personal injury** or **property damage**.
- h. To any **claim** for **personal injury** or **property damage** arising out of:
 - (1) Physical contact by any **unmanned aircraft system** with any other **aircraft**, including airships, blimps or other gas or hot air-filled balloons, whether manned or unmanned; or
 - (2) Knowingly not complying with Federal Aviation Administration (FAA) regulations, certifications, rules, procedures, policies and standards with respects to **unmanned aircraft system** including any amendment or addition to such regulations, certifications, rules, procedures, policies and standards; or
 - (3) Knowingly not complying with any other federal, state or local laws and regulations with respect to **unmanned aircraft system**, including any amendment or addition to such laws and regulations.
- i. To any claim for **damages** for **personal injury** arising out of:
 - (1) Any sexual molestation **wrongful act** that results in a claim or any sexual abuse **wrongful act** that results in a claim; or
 - (2) A series of related sexual molestation **wrongful acts** or a series of related sexual abuse **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.

SECTION XI – EMPLOYEE BENEFIT PROGRAM LIABILITY INSURANCE CLAIMS MADE ONLY

A. Employee Benefit Program Liability Insuring Agreement

The following insuring agreements are applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Employee Benefit Program Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** arising against an **insured** which is **first made** in writing to **us** by **you** during this policy period, or any extended reporting period **we** provide, resulting from **wrongful acts** or a series of related **wrongful acts** in the **administration** of **your employee benefit program** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.. For this insuring agreement, two or more **claims** arising out of a single **wrongful act** or series of related **wrongful acts**, or a **personal injury** offense or a series of related offenses, in the **administration** of **your employee benefit program**, shall be treated as a single **claim**.

B. Definitions Applicable to Employee Benefit Program Liability Insuring Agreement

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Administration"** means:
 - a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for any **employee benefit program**;
 - b. Handling of records in connection with the **employee benefit program**; or
 - c. Affecting, continuing or terminating any employee participation in any **employee benefit program**.
 - d. **Administration** does not mean **your** decision to not offer a particular benefit, plan or program unless that particular benefit is required by law.
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** or **personal injury** of a tortious nature by any **insured** in the **administration** of **your employee benefit program**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees.
3. **"Insured"** means:
 - a. The **Named Insured**; or
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

C. Specific Conditions Applicable to Employee Benefit Program Liability Insuring Agreement

The following condition is applicable to this Section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful acts** or all **personal injury** must first take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the expiration of this policy period.

D. Exclusions Applicable to Employee Benefit Program Liability Insuring Agreement

The following exclusions are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **The Employee Benefit Liability Insuring Agreement 1 of this Section does not cover any claim:**
 - a. Or **occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
 - b. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful act** or **personal injury** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - c. Resulting from a continuing **wrongful act** or **personal injury** which first commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - d. To any **claim** for **damages** arising out of law enforcement or jail operations activities or the performance of law enforcement or jail operations duties.
 - e. To any claim for **damages** for **personal injury** arising out of:
 - (1) Any sexual molestation **wrongful act** that results in a claim or any sexual abuse **wrongful act** that results in a claim; or
 - (2) A series of related sexual molestation **wrongful acts** or a series of related sexual abuse **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
 - f. For **property damage**.

SECTION XII – EMPLOYMENT PRACTICES LIABILITY INSURANCE

CLAIMS MADE ONLY

A. Employment Practices Liability Insuring Agreement:

The following insuring agreements are applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Employment Practices Liability.** We agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** by or on behalf of a volunteer, employee, former employee or applicant for employment which is **first made** in writing to **us** by **you** during this policy period or any extended reporting period we provide, arising out of any **wrongful employment practice act** or series of related **wrongful employment practices act** by an **insured** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.. For this insuring agreement, two or more **claims** arising out of a single **wrongful employment practice act** or series of related **wrongful employment practice acts** shall be treated as a single **claim**.

B. Definitions Applicable to Employment Practices Liability Insuring Agreement

The following definition is applicable to this Section only. It may amend a definition located in Section II General Definitions of this policy.

1. "**Claim**" means a demand received by **you** for money **damages** alleging a **wrongful employment practice act** of a tortious nature by any **insured**. No **claim** exists where the only monetary **damages** sought or demanded are costs of **suit** and/or attorney's fees. A **claim** shall include complaints filed with the Idaho Human Rights Commission (IHRC) and the Equal Employment Opportunity Commission (EEOC). A **claim** also includes employment contract **claims** premised upon implied employment contracts.
2. "**Insured**" means:
 - a. The **Named Insured**;
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.

C. Specific Conditions Applicable to Employment Practices Liability Insuring Agreement

The following condition is applicable to this Section only. It may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **wrongful employment practice acts** must take place on or after the applicable retroactive date shown in the declaration pages of this policy and before the expiration of this policy period.
2. **Deductible.** Any **claim** for **damages** brought forth under this coverage section brought by any employee directly or indirectly reporting to **you** relating to personnel-related actions or omissions shall have the deductible apply as listed below. This deductible applies for any **claim** arising out of wrongful termination, constructive discharge, **retaliation**, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful **discrimination, employment sexual harassment, employment harassment** of any type, assault, battery, and/or any **claim** resulting from or related to any type of unlawful or unfair employment practice. This deductible applies whether the alleged **damages** arise from negligent, intentional or any other type of otherwise wrongful conduct. **You** will be responsible for the below referenced deductible of any settlement, judgment, or legal defense costs paid

by **us** on **your** behalf with respect to any employment practices liability **claims** filed against **you**. However, this deductible will be waived if **you** consult with **us** before such employment action, including termination or suspension of employment, and followed all reasonable advice provided by **us** or an attorney assigned by **us** with respect to such employment action. The referenced deductible amount will be billed to **you** by **us** for any settlement, judgment or legal defense costs paid as the **claim** progresses. For each and every **claim** filed related to this coverage as detailed above, the deductible is as stated on the declaration page.

D. Exclusions Applicable to Employment Practices Liability Insuring Agreement

The following exclusions are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. **The Employment Practices Liability Insuring Agreement 1 of this Section does not cover any claim:**
 - a. Or **occurrence, accident** or other covered loss more specifically covered under any other section of this policy.
 - b. For which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any policy or policies, the term of which has commenced prior to the inception date of this policy, or from a **wrongful employment practice act** which occurred prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - c. Resulting from a continuing **wrongful employment practice act** which commences prior to the applicable retroactive date set forth in the declarations pages of this policy.
 - d. Arising out of law enforcement or jail operations activities or the performance of law enforcement or jail operations duties.
 - e. To any claim for **damages** for **personal injury** arising out of:
 - (1) Any sexual molestation **wrongful act** that results in a claim or any sexual abuse **wrongful act** that results in a claim; or
 - (2) A series of related sexual molestation **wrongful acts** or a series of related sexual abuse **wrongful acts** that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.
 - (3) The above exclusions do not apply to a claim for **damages** arising out of **employment sexual harassment**.
 - f. For **personal injury** or **property damage**.

SECTION XIII –SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE CLAIMS MADE ONLY

A. Insuring Agreement Applicable to Sexual Molestation or Sexual Abuse Liability Insurance

The following insuring agreements are applicable to this Section only. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Sexual Molestation or Sexual Abuse Liability.** We agree to pay on **your** behalf those sums **you** become legally obligated to pay as **damages** arising out of a **sexual molestation or sexual abuse bodily injury claim** or a series of **related sexual molestation or sexual abuse bodily injury claims** which are **first made** in writing to **us** by **you** against an **insured** during this policy period, or any extended reporting period **we** provide, arising out of any **sexual molestation or sexual abuse incident** or a series of **related sexual molestation or sexual abuse** incidents. This insurance applies to **bodily injury** only if:
 - a. The **bodily injury** is caused by a **sexual molestation or sexual abuse** incident or a series of **related sexual molestation or sexual abuse bodily injury** incidents or victims; and
 - b. The **bodily injury** caused by a **sexual molestation or sexual abuse** or a series of **related sexual molestation or sexual abuse bodily injury** incidents or victims did not first occur before the retroactive date shown in the declarations pages or after the end of this policy period; and
 - c. Subject to paragraphs a. and b. of this subsection, Insuring Agreement 1 will only apply if the absolute first **sexual molestation or sexual abuse** occurrence takes place on or after the retroactive date and before the end of this policy period.

All such **sexual molestation or sexual abuse bodily injury**, including all **related sexual molestation or sexual abuse bodily injury**, will be deemed to have occurred at the time of the absolute first **sexual molestation or sexual abuse** and all such **bodily injury** shall be deemed to be a single occurrence whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of:

- (1) Incidents of **sexual molestation or sexual abuse** taking place thereafter;
- (2) Victims of **sexual molestation or sexual abuse**;
- (3) Locations where the **sexual molestation or sexual abuse** took place;
- (4) ICRMP policy periods over which the acts of **sexual molestation or sexual abuse** took place; or
- (5) Breaches of any legal obligation arising out of any **sexual molestation or sexual abuse**, or suspected or threatened **sexual molestation or sexual abuse**, or breach of duty to any person who was **sexually molested or sexually abused**.

All **claims** arising out of the same **sexual molestation or sexual abuse bodily injury** occurrence, or a series of **related sexual molestation or sexual abuse bodily injury** occurrences, shall be treated as a single **claim** considered **first made** against an **insured** and reported in writing to **us** during the policy period or any extended reporting period when the first of such **claims** is made. Only that policy's coverage section limits of indemnification as stated in the declarations page apply to such single **claim**.

B. Definitions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. "**Bodily Injury**" means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time resulting from **sexual molestation or sexual abuse**.

2. **“Claim”** means a **suit** or demand made by or for the injured person for monetary **damages** because of alleged or actual **bodily injury** caused by **sexual molestation or sexual abuse**.
3. **"Insured"** means:
 - a. The **Named Insured**;
 - b. Any current or former elected or appointed official serving as a volunteer or employee of the **named insured**, as well as any volunteer or employee of the **named insured** while acting within the scope of their duties as such. This does not include any appointed or elected official or employee who is serving the **named insured** as an independent contractor; or
 - c. City or county prosecutors, or appointed city attorneys while serving as independent contractors, in the course and scope of their statutory roles.
4. **“Related Sexual Molestation or Sexual Abuse Bodily Injury”** means **sexual molestation or sexual abuse bodily injury** that has as a common nexus with, or involves, a series of casually or logically related acts.
5. **“Sexual Molestation or Sexual Abuse”** means:
 - a. The alleged, actual, threatened, unwelcome or offensive:
 - (1) Physical conduct, including sexual abuse or molestation by anyone of any person while in the care, custody or control of any **insured**; or
 - (2) Verbal or written conduct or conduct using visual images, including conduct by electronic means;
 - b. Including:
 - (1) The negligent:
 - (i.) Employment;
 - (ii.) Investigation;
 - (iii.) Supervision;
 - (iv.) Reporting to proper authorities, or failure to so report; or
 - (v.) Retention;

of a person for whom any **insured** is or ever was legally responsible and whose conduct is defined herein.
 - c. Breaches of any legal obligation arising out of any **sexual molestation or sexual abuse** occurrence, or suspected or threatened molestation, or breach of any duty to any person who was abused or molested.

C. Specific Conditions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement

The following conditions are applicable to this Section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Retroactive Date.** All **sexual molestation or sexual abuse claims** must take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the expiration of this policy period.

D. Exclusions Applicable to Sexual Molestation or Sexual Abuse Liability Insuring Agreement

The following exclusions are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. With Respect to Insuring Agreement 1 Sexual Molestation or Sexual Abuse Liability Insurance of this Section does not apply:

- a. To any **claim, occurrence, accident, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
- b. To any **claim** relating to **wrongful employment practice acts** of the employment of any person, including threatened, actual or alleged **discrimination** or harassment.
- c. To any **claim** or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
- d. Any **sexual molestation or sexual abuse bodily injury claim**:
 - (1) Based upon, or arising out of, **sexual molestation or sexual abuse bodily injury** which is the subject of any notice given under any policy or policies the term of which has or have expired prior to the inception date of this policy.
 - (2) Arising out of any **sexual molestation or sexual abuse bodily injury** that first takes place prior to the retro date of this policy.
 - (3) Caused by any **insured** who is found by a court of law to have committed a criminal act involving sexual molestation or sexual abuse. However, **we** will pay covered **damages** the **named insured** becomes legally obligated to pay as a result of an employee's actions if such obligation is created pursuant to the Idaho Tort Claims Act, another state's similar law or federal law.

SECTION XIV –CHEMICAL SPRAYING ACTIVITIES LIABILITY INSURANCE

CLAIMS MADE COVERAGE ONLY

A. Insuring Agreement Applicable to Chemical Spraying Activities Liability Insurance

The following insuring agreements are applicable to this Section only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Section.

1. **Chemical Spraying Activities Liability.** *We* agree to pay on **your** behalf those sums which **you** become legally obligated to pay as **damages** because of a **claim** arising out of an **occurrence** for **chemical spraying activities** against an **insured** which is **first made** in writing to **us** by **you** during this policy period, or any extended reporting period **we** provide. For this insuring agreement, two or more **claims** arising out of a single **occurrence** or series of related **occurrences** shall be treated as a single **claim**. All **bodily injury** to one or more persons and/or **property damage** arising out of an **accident** or a continuous or repeated exposure to conditions shall be deemed one **occurrence**. This insuring agreement only applies if the incident did not first occur before the retroactive date as stated in the declarations pages or after the end of this policy period, or any extended reporting period **we** provide.

B. Definitions Applicable to Chemical Spraying Activities Liability Insuring Agreement

The following definitions are applicable to this Section only. They may amend definitions located in Section II General Definitions of this policy.

1. **"Chemical Spraying Activities"** means the intended dispersal of herbicides, defoliants, insecticides, pesticides or other toxic materials approved by the federal government for the eradication of undesirable plant growth, insects or rodents and the mixing, loading, storage, transportation and disposal of such materials.
2. **"Claim"** means a demand received by **you** for money **damages** alleging a **wrongful act** of a tortious nature by an **insured**.
3. **"Occurrence"** means an **accident** or a continuous or repeated exposure to **chemical spraying activities** which results in **bodily injury or property damage** during the policy period. The **occurrence** must first commence and be sustained on or after the retroactive date set forth in the declarations pages and prior to the effective date of this policy's cancellation or termination.

C. Specific Conditions to Chemical Spraying Activities Liability Insuring Agreement

The following conditions are applicable to this Section only. They may amend conditions located in Section III General Conditions of this policy.

1. **Exception to Absolute Pollution Exclusion.** The insurance afforded by this section constitutes an express exception to the Absolute Pollution Exclusion set forth in the General Exclusions section IV of this policy. As an exception to such exclusion, this coverage stands only to pay legally required **damages** for **bodily injury or property damage** not to exceed the Limits of Indemnification stated in the policy declarations, and not in any circumstances for natural resource damage **claims** made or penalties or fines imposed pursuant to state or federal law.
2. **Retroactive Date.** All **claims** must take place on or after the applicable retroactive date as shown in the declaration pages of this policy and before the expiration date of this policy period.

D. Exclusions to Chemical Spraying Liability Activities Liability Insuring Agreement

The following exclusion are applicable to this Section only. They may amend exclusions located in Section IV General Exclusions of this policy.

1. To any **claim, occurrence, accident, failure to educate, wrongful act** or **wrongful employment practice act** or other covered loss more specifically covered under any other section of this policy.
2. To any **claim** or **suit** for which the only monetary **damages** sought are costs of **suit** and/or attorney's fees.
3. To any **claim** for which **you** are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a **claim** under any other policy or policies of insurance.
4. To any **claim** for **damages** for **personal injury** arising out of:
 - a. Any sexual molestation occurrence that results in a claim or any sexual abuse occurrence that results in a claim; or
 - b. A series of related sexual molestation occurrences that results in a claim or a series of related sexual abuse occurrences that results in a claim that have as a common nexus with, or involve, a series of causally or logically related acts as a result of, caused by, contributed by, or in connection with any act or acts committed by anyone against any person or persons.

SECTION XV -ENDORSEMENTS

THESE ENDORSEMENTS MODIFY THE POLICY.

PLEASE READ THEM CAREFULLY.

Nothing herein contained in any of the listed endorsements shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which these endorsements are attached other than as stated. All definitions listed in the General Definitions of this Policy apply when not amended within each Endorsement.

#1 ACCIDENTAL DISCHARGE OF POLLUTANTS AMENDATORY ENDORSEMENT

Section V – Property is amended by the following:

A. Insuring Agreement to Accidental Discharge of Pollutants Endorsement

The following insuring agreement is applicable to this Endorsement only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring agreement is subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that Section V, Property Insurance, is extended to cover “**pollution cost or expense**” related to an otherwise covered **accident** as covered by section V, Property. This endorsement is limited to \$100,000 per **occurrence** and \$500,000 in the aggregate for multiple **occurrences** per policy period.

B. Definitions Applicable to Accidental Discharge of Pollutants Endorsement

The following definition is applicable to this Endorsement only. It may amend a definition located in Section II General Definitions of this policy or Section V Property definitions.

1. “**Pollution Cost or Expense**” means the reasonable and necessary cost **you** incur to clean up, remove and dispose, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of **pollutants** related to any otherwise covered claim as defined in section V Property Insurance. This endorsement will apply whether this cost is incurred due to a request, order, or **suit** by any governmental agency or at the discretion of the **named insured**.

C. Exclusions Applicable to Accidental Discharge of Pollutants Endorsement

The following exclusion is applicable to this Endorsement only. It may amend exclusions located in Section IV General Exclusions of this policy and Section V Property exclusions.

1. This endorsement does not extend to any landfill, transfer station, trash or recycling collection facility or any other facility designed primarily for the collection or transfer of refuse or recycling content, or the **vehicles** and **mobile equipment** associated with any such described location.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#2 CYBER PRIVACY OR SECURITY EVENT ENDORSEMENT

THIS ENDORSEMENT IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY.

CLAIMS MADE COVERAGE **Retroactive Date: October 1, 2015**

The following insuring agreements are applicable to this Endorsement only. They may amend insuring agreements located in Section I General Insuring Agreement of the policy to which it is attached. Also, the below listed insuring agreements are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of the policy to which it is attached. It may also amend Section IX General Liability Insuring Agreements and Section V Property Insuring Agreements of the policy to which this attached.

I. Privacy or Security Event Liability and Expense Coverage Agreement. The following coverages are limited as described herein. **Our** right and duty to defend ends when the applicable limit of liability is exhausted in the payment of judgments or settlements, **regulatory penalties, claims expenses, privacy response expenses, PCI-DSS assessments, electronic equipment and electronic data damage, network interruption costs, cyber extortion expenses, cyber extortion monies and social engineering financial fraud.** This coverage only applies if the **privacy or security event** or **cyber extortion threat** commenced on or after the retroactive date above and before the end of the policy period shown in the declarations pages to the policy to which this endorsement is attached, and a **claim** for damages because of the **privacy or security event** is first made against **you** during the policy period, and **you** give written notice to **us** in accordance with Section IV below.

- A. **Privacy or Security Event Liability.** **We** will pay those sums **you** become legally obligated to pay as damages because of a **privacy or security event.** **We** will have the right and duty to defend an **insured** against any **Suit** seeking such damages. However, **we** will have no duty to defend any **insured** against any **suit** seeking damages to which this coverage does not apply. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- B. **Privacy Response Expenses.** **We** will pay for **privacy response expenses** incurred by **you** in connection with a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.
- C. **Regulatory Proceedings and Penalties.** **We** will pay for Regulatory Penalties an **insured** becomes legally obligated to pay as a result of a **regulatory proceeding** resulting from a **privacy or security event** if notice of the **regulatory proceeding** is received by **you** prior to the end of the policy period. **We** will have the right and duty to defend an **insured** against any **regulatory proceeding** to which this coverage applies. **We** may at **our** discretion investigate any **privacy or security event** and settle any **claim** that may result.
- D. **PCI-DSS Assessments.** **We** will pay for **PCI-DSS assessments** for which an **insured** is liable if the **PCI-DSS assessments** are due to noncompliance by an **insured** with PCI Data Security Standards and the noncompliance resulted in a **privacy or security event.**
- E. **Electronic Equipment and Electronic Data Damage.** **We** will pay for **your** damage to, loss of use or destruction of electronic equipment caused by the reprogramming of the software (including the

firmware) of such electronic equipment rendering it useless for its intended purpose, the reasonable and necessary expenses to determine whether Electronic Data can or cannot be restored, recollected, or recreated, and the reasonable and necessary expenses to restore, recreate or recollect Electronic Data for which **you** incur as a result of a **privacy or security event**.

F. **Network Interruption Costs.** We will pay for **business income loss, expenses to reduce loss, extra expenses, and proof of loss preparation costs** which **you** incur after the **waiting hours period** and solely as a result of a **privacy or security event**.

G. **Cyber Extortion Coverage.** We will pay for **cyber extortion expenses** and **cyber extortion monies you** pay as a direct result of a **cyber extortion threat**.

H. **Social Engineering Financial Fraud.** We will pay or reimburse **you** for **social engineering financial fraud losses** from a **social engineering financial fraud event**.

II. **Deductible.** For each **privacy or security event** and **cyber extortion threat**, we will pay only such amounts as are in excess of the deductible amount shown in the Limits of Liability section below.

III. **Limits of Liability.** The limits of liability shown below establish the most we will pay regardless of the number of **privacy or security events, cyber extortion threats**, number of persons affected, **claims** made, **suits** or **regulatory proceedings** brought or individuals or entities making **claims** or bringing **suits** or **regulatory proceedings**.

| Coverage | Limit of Liability | Coverage Basis and/or Aggregate | Deductible |
|---|--------------------|--|---|
| Privacy or Security Event Liability and Expense | \$1,000,000 | Per Covered Claim and \$10,000,000 in the aggregate annually for all ICRMP Education Members Collectively insured by this Endorsement for multiple claims. | See Deductible in Declarations Page at front of policy. |
| Sublimits: | | | |
| Privacy or Security Event Liability | Included | Included | |
| Privacy Response Expenses | Included | Included | |
| Regulatory Proceedings and Penalties | Included | Included | |
| PCI-DSS assessments | Included | Included | |
| Electronic Equipment, Electronic Data, and Network Interruption Costs | \$250,000 | \$250,000 | |
| Cyber Extortion Expenses and Monies | \$50,000 | \$50,000 | |
| Social Engineering Financial Fraud | \$100,000 | \$100,000 | |

IV. Notice to Us

- A. As a condition precedent to the obligations under this coverage, **you** must give written notice to **us** of any **claim** made against an **insured** as soon as practicable, but in no event later than the end of the policy period.
- B. As a condition precedent to the obligations under this coverage, **you** must give written notice to **us** of any **privacy or security event** or **cyber extortion threat** as soon as practicable and provide all such information relating to the **privacy or security event** or **cyber extortion threat** as **we** may reasonably request.
- C. If during the policy period, **you** become aware of a **privacy or security event** that may reasonably be expected to give rise to a **claim**, including a **regulatory proceeding** or **PCI-DSS assessment**, against an **insured**, **you** must give written notice to **us** of such **privacy or security event** as soon as practicable, but in no event later than the end of the policy period. Notice must include:

1. A specific description of the **privacy or security event**, including all relevant dates;
2. The names of persons involved in the **privacy or security event**, including names of potential claimants and a specific description of any **Personal Information** actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
3. The specific reasons for anticipating that a **claim** may result from such **privacy or security event**;
4. The specific nature of the alleged or potential damages arising from such **privacy or security event**; and
5. The specific circumstances by which **you** first became aware of the **privacy or security event**.

Any **claim** subsequently made against an **insured** arising out of such **privacy or security event** shall be deemed to be a **claim** made during the policy period in which the **privacy or security event** was first reported to **us**.

V. Exclusions

This endorsement does not apply to any **claim, suit, regulatory proceeding, damages, regulatory penalties, claim expenses, privacy response expenses, PCI-DSS assessments, network interruption costs, electronic equipment and electronic data damage, cyber extortion expenses** or **cyber extortion monies**:

- A. For, arising out of, or resulting from **bodily injury** or **property damage**;
- B. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply:

1. To the extent an **insured** would have been liable in the absence of such contract or agreement; or
 2. To amounts payable as **PCI-DSS assessments**.
- C. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended, or any other federal, state, local, foreign or common law rules or regulations involving antitrust, restraint of trade, unfair competition, or false or deceptive or misleading advertising;
- D. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any **claim** or loss covered hereunder that results from a theft, loss or unauthorized disclosure of or access to **personal information**;
- E. For, arising out of or resulting from:
1. The actual or alleged unlawful collection or acquisition of **personal information** by or on **your** behalf; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (*i.e.*, opt-in or opt-out) from the collection, disclosure or use of **personal information**; or
 2. The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on **your** behalf, including actual or alleged violations of:
 - (i.) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (ii.) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (iii.) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the dissemination, recording, sending, transmitting, communicating or distribution of material or information;
- F. For, arising out of or resulting from any of the following conduct by an **insured**:
1. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
 2. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

3. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
 4. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability, or pregnancy; or
 5. Any actual or alleged violation of the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair Credit Transactions Act (FACTA).
- G. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by an **insured**; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by an **insured**, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by an **insured**;
- H. For, arising out of or resulting from any actual or alleged:
1. Infringement of patent or patent rights or misuse or abuse of patent;
 2. Infringement of copyright arising from or related to software code or software products; or
 3. Use or misappropriation of any ideas or trade secrets by a Covered Person or on behalf of, or in collusion with an **insured**;
- I. Arising out of or resulting from any of the following:
1. Trading losses, trading liabilities or change in value of accounts;
 2. Any loss of monies, securities or tangible property of others in **your** care, custody or control;
 3. Except for **social engineering financial fraud loss event**, the monetary value of any electronic fund transfers or transactions by or on **your** behalf that is lost, diminished, or damaged during transfer from, to or between accounts; or
 4. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged.

VI. **Definitions.** The following definitions apply to this coverage:

- A. "**Bodily Injury**" means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. **Bodily injury** also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.

- B. “**Business Income Loss**” means the sum of the following incurred during the **period of indemnity**:
1. Net profits that would have been earned but for the **material interruption** (after charges and expenses, but not including any capital receipts, outlays properly chargeable to capital, and deductions for taxes and profits); and
 2. Charges and expenses which necessarily continue (including ordinary payroll).

If there would have been no net profit, **business income loss** means the charges and expenses which necessarily continue less any loss from business operations that would have been sustained had there been no **material interruption**.

- C. “**Claim**” means any demand, **suit** for damages, **regulatory proceeding** or **PCI-DSS assessment** resulting from a **privacy or security event**. All **claims** because of a single **privacy or security event** will be deemed to be a single **claim** and to have been made at the time the first such **claim** is made against an **insured**, regardless of the number of individuals or entities making such **claims** or the time period over which such **claims** are made, even if subsequent **claims** are made after the policy period.

- D. “**Claim Expenses**” means:

1. Reasonable and necessary fees charged by attorneys **we** designated to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a **claim**;
2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a **claim** and incurred by **us**; and
3. Premiums on appeal bonds, attachment bonds or similar bonds; however, **we** are not obligated to apply for or furnish any such bond;

Provided, however, **claim expenses** do not include:

1. Any internal salary, administrative, overhead or other related expenses of **yours** or any charges by an **insured** for time spent cooperating with the investigation and defense of any **claim**;
2. **privacy response expenses**; or
3. **PCI-DSS assessments**.

- E. “**Computer System**” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

1. Operated by and either owned by or leased to **you**; or
2. Operated by a third-party service provider and used to provide hosted computer application services to **you** or for processing, maintaining, hosting or storing **your electronic data** pursuant to a written contract with **you** for such services.

- F. “**Cyber Extortion Expenses**” means all reasonable and necessary costs and expenses which **you** incur as a direct result of a **cyber extortion threat**, other than **cyber extortion monies**.
- G. “**Cyber Extortion Monies**” means any funds, including any cryptocurrency, which **you** pay, with **our** prior written consent, for the purpose of terminating the **cyber extortion threat**.
- H. “**Cyber Extortion Threat**” means a credible threat or series of related credible threats, including, but not limited to, a demand for **cyber extortion monies**, directed at **you** to:
1. Release, divulge, disseminate, destroy or use confidential information taken from an **insured** as a result of a **privacy or security event**;
 2. Introduce malicious code into a **computer system**;
 3. Corrupt, damage or destroy a **computer system**;
 4. Restrict or hinder access to a **computer system**;
- I. “**Electronic Data**” means any data stored electronically on a **computer system**, including without limitation **personal information**.
- J. “**Electronic Equipment and Electronic Data Damage**” means amounts payable by **us** under Section I. E.
- K. “**Expenses to Reduce Loss**” means expenses **you** incur during the **period of indemnity**, over and above normal operating expenses, for the purpose of reducing **business income loss** or shortening the **period of indemnity**.
- L. “**Extra Expenses**” means expenses **you** incur during the **period of indemnity**, other than **expenses to reduce loss**, that would not have been incurred but for a **material interruption**.
- M. “**Material Interruption**” means the actual and measurable interruption or suspension of **your** business directly caused by a **privacy or security event**.
- N. “**Network Interruption Costs**” means amounts payable by **us** under Section I. F.
- O. “**PCI-DSS Assessment**” means any monetary penalty owed by **you** due to **your** noncompliance with Payment Card Industry Data Security Standards under an agreement between **you** and a financial institution or other person enabling **you** to accept credit cards, debit cards, prepaid cards, or other payment cards.
- P. “**Period of Indemnity**” means the period of time beginning after the **waiting hours period** and ending at the earlier of:
1. In the case of a **computer system** operated by and either owned by or leased to **you**, the time **you** restore the **computer system** to the same or similar conditions that existed prior

to the time of the **material interruption** (or could have restored access to the **computer system** if **you** exercised due diligence and dispatch); or

2. In the case of a **computer system** operated by a third party service provider, the time the service provider restores the **computer system** to the same or similar conditions that existed prior to the time of the **material interruption** (or could have restored access to the **computer system** if the service provider exercised due diligence and dispatch).

The **period of indemnity** shall not be cut short by the end of the policy period.

Q. "**Personal Information**" means an individual's name in combination with one or more of the following:

1. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
2. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
3. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
4. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, **personal information** does not include information that is lawfully available to the public, including without limitation information lawfully available from an **insured** or any local, state, federal or foreign governmental entity.

R. "**Privacy or Security Event**" means:

1. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to **personal information** in **your** care, custody or control or for which **you** are legally responsible, regardless of whether such **personal information** is maintained in electronic, paper or any other format; or
2. A violation or failure of the security of a **computer system**, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any **privacy or security event** that is continuous or part of a series of repeated or related **privacy or security events** will be considered to be a single **privacy or security event** and will be considered to have commenced when the first such **privacy or security event** commenced regardless of:

1. The number of individuals or entities engaged in such **privacy or security events**;
2. The number of individuals or entities affected by such **privacy or security events**;

3. The number of locations where such **privacy or security events** occurred; or
 4. The number of such **privacy or security events** occurring or period of time over which they occur, even if subsequent **privacy or security events** take place after the policy period.
- S. “**Privacy Response Expenses**” means the following reasonable and necessary costs incurred by **you** within one year of the discovery of a **privacy or security event** that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic **personal information** in **your** care, custody or control or for which **you** are legally responsible:
1. For the services of a security expert designated by **us** to determine the scope and cause of a **privacy or security event** and the extent to which **personal information** was disclosed to or accessed by unauthorized persons;
 2. For the services of consultants or attorneys designated by **us** to determine **your** obligations, if any, under applicable law to give notice to affected individuals;
 3. To notify affected individuals if required by applicable law or if **you** voluntarily elect to give such notice, and for the services of a contractor designated by **us** to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
 4. For the services of a contractor designated by **us** to provide identity theft protection services to affected individuals if **you** elect to provide such services; and
 5. For the services of a public relations consultant designated by **us** to avert or mitigate damage to **your** reputation as a result of the **privacy or security event**;

Provided, however, **privacy response expenses** do not include:

1. Any internal salary, administrative, overhead or other related expenses of any **insured** or any charges by any **insured** for time spent cooperating with the investigation and response to any **privacy or security event**;
2. **claim expenses**;
3. **PCI-DSS assessments**;
4. **electronic equipment and electronic data damage**;
5. **network interruption costs**;
6. **cyber extortion expenses**; or
7. **cyber extortion monies**.

- T. “**Proof of Loss Preparation Costs**” means fees and expenses incurred by **you** for the services of a third-party forensic accounting firm to establish and prove the amount of loss, including those costs in connection with preparing a proof of loss. **Proof of loss preparation costs** does not include any fees or expenses for consultation on coverage or negotiation of claims.
- U. “**Property Damage**” means damage to, loss of use of, or destruction of any tangible property; however, **property damage** does not include the loss of use or damage of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose. For purposes of this definition, “tangible property” shall not include **electronic data**.
- V. “**Regulatory Penalties**” means any civil fine or civil monetary penalty imposed in a **regulatory proceeding** payable by **you** to the governmental entity bringing the **regulatory proceeding** and any sum of money that an **insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **regulatory proceeding**.
- W. “**Regulatory Proceeding**” means a request for information, civil investigative demand, **suit**, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity’s regulatory or official capacity.
- X. “**Social Engineering Financial Fraud Event**” means the transfer of money to an account outside **your** control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of **yours**, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of **yours**.
- Y. “**Social Engineering Financial Fraud Loss**” means loss of money directly resulting from a **social engineering financial fraud event**.
- Z. “**Suit**” means a civil proceeding arising out of a **privacy or security event**.
- AA. “**Waiting Hours Period**” means the number of hours set forth in the Section III above that must elapse once a **material interruption** has begun.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#3 TERRORISM LIABILITY AMENDATORY ENDORSEMENT

A. Insuring Agreement Applicable to Terrorism Liability Amendatory Endorsement:

The following insuring agreement is applicable to this Endorsement only and amends Insuring Agreement 1 located Section VIII General Liability. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. **We** agree to pay on **your** behalf those sums which an **insured** becomes legally obligated to pay as **damages** to others because of **bodily injury** or **property damage** caused by an act of **terrorism**.

B. Definition Applicable to Terrorism Liability Amendatory Endorsement:

1. **Terrorism** means an act or series of acts, including the use of force or violence, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organizations, committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

C. Conditions Applicable to Terrorism Liability Amendatory Endorsement:

1. This coverage is sublimited to \$500,000 per **occurrence** and in the aggregate annually;
2. The limits of indemnification shall be reduced by all sums paid by worker's compensation benefits or similar disability law if the claimant is **your** employee or volunteer;
3. This coverage is extended to pay for legally obligated and statutorily allowable costs imposed by state or federal government agencies specifically related to the suppression of fire only if such costs arise out of a covered **occurrence**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#4 PUBLIC LAND FIRE SUPPRESSION AMENDATORY ENDORSEMENT

A. Insuring Agreements Applicable to Public Land Fire Suppression Liability

1. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that section VIII, General Liability Insurance, is extended to pay for legally obligated and statutorily allowable costs imposed by state or federal government agencies specifically related to the suppression of fire only if such costs arise out of a covered **occurrence**.

B. Insuring Agreements Applicable to Public Land Fire Suppression Liability

1. This endorsement is limited to \$500,000 per **occurrence** and in the annual aggregate.

C. Exclusions Applicable to Public Land Fire Suppression Liability

1. This endorsement will not pay for penalties or fines imposed pursuant to state or federal law under any circumstance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated. All other definitions listed in the General Definitions of this Policy apply when not amended within this Endorsement.

#5 ASBESTOS REMEDIATION AMENDATORY ENDORSEMENT

The following insuring agreement is applicable to this Endorsement only and amends Insuring Provision 1 located Section V Property. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

A. Section V does not cover

1. Asbestos removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, **aircraft** impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.
2. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos.
3. Any governmental direction or request declaring that asbestos present in or part of or utilized on any undamaged portion of an **insured's** property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

#6 – EQUIPMENT BREAKDOWN INSURANCE ENDORSEMENT

Section V – Property is amended by the following:

A. Equipment Breakdown Insurance Endorsement

The following insuring provisions are applicable to this Endorsement only and may amend insuring agreements located in Section I General Insuring Agreement of this policy. Also, the following insuring provisions are subject to Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement. Notwithstanding anything to the contrary contained in the policy to which this endorsement attaches, it is hereby understood and agreed that Section V, Property Insurance, is extended to cover Equipment Breakdown insurance as listed below.

1. When an applicable limit for Equipment Breakdown is shown in the limits of liability section of the declarations page, this endorsement's intention is to clarify that the peril of **breakdown** is included for **covered equipment**.
2. **Limit of Liability.** The most **we** will pay for any and all coverages for loss or damage from any **one breakdown** is the applicable limit of insurance shown in the equipment breakdown section of the declarations page.
3. **Equipment Breakdown Coverage Extensions.** The limits for coverage extensions are part of, not in addition to, the limit of indemnification for equipment breakdown shown in the declarations page:
 - a. **Spoilage.** This endorsement covers the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:
 - (i) The raw materials, property in process or finished products must be in storage or in the course of being manufactured;
 - (ii) **You** must own or be legally liable under written contract for the raw materials, property in process or finished products; and
 - (iii) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.
 - b. This endorsement also covers any necessary expenses **you** incur to reduce the amount of loss under this coverage. **We** will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage endorsement.
4. **Service Interruption.** This endorsement covers loss resulting from the interruption of utility services provided all of the following conditions are met:
 - a. The interruption is the direct result of a **breakdown to insured equipment** owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which **you** receive;
 - b. The **insured equipment** is used to supply electricity, telecommunication services, air conditioning, heating, gas, fuel, sewer, water, refrigeration, or steam to **your premises**; and

- c. The **period of service interruption** lasts at least the consecutive period of time of the waiting period, which is twenty-four (24) hours. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

5. Business Income:

- a. This endorsement covers **your** actual loss of business income that results directly from the necessary total or partial interruption of **your** business caused by a **breakdown**.
- b. This endorsement covers any necessary expenses **you** incur to reduce the amount of loss under this coverage. **We** will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- c. **We** will consider the actual experience of **your** business before the **accident** and the probable experience **you** would have had without the **accident** in determining the amount of its payment.
- d. This coverage continues until the date the damaged property is repaired or replaced.

6. Expediting Costs:

- a. This endorsement covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to **insured equipment** and to expedite the permanent repair or replacement of such damaged property caused by a **breakdown**.
- b. This coverage extension does not cover costs:
 - (1) Recoverable elsewhere in this policy; or
 - (2) Of permanent repair or replacement of damaged property.

7. Hazardous Substance:

- a. This endorsement covers any additional expenses **you** incur for the clean-up, repair or replacement or disposal of **insured equipment** that is damaged, contaminated or polluted by a **hazardous substance** caused by a **breakdown**.
- b. As used here, additional expenses mean the additional cost incurred over and above the amount that **we** would have paid had no **hazardous substance** been involved with the loss.

8. Ammonia Contamination. This endorsement covers the spoilage to **insured equipment** contaminated by ammonia, including any salvage expense caused by a **breakdown**.

9. Water Damage: This endorsement covers the damage to **insured equipment** by water including any salvage expenses caused by a **breakdown**, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

10. Consequential Loss. This endorsement covers the reduction in the value of undamaged **stock** parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

11. Electronic Data and Media. This endorsement covers **your** cost to research, replace or restore damaged **electronic data** and **media** including the cost to reprogram instructions used in any computer equipment if the loss is caused by a **breakdown**.

12. **CFC Refrigerants.** This endorsement covers the additional cost to repair or replace **insured equipment** because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a **breakdown**. This means the additional expense to do the least expensive of the following:
- (a) Repair the damaged property and replace any lost CFC refrigerant;
 - (b) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
 - (c) Replace the system with one using a non-CFC refrigerant.
13. **Computer Equipment.** This endorsement covers for direct damage to **computer equipment** that is damaged by a **breakdown** to such equipment.

B. Definitions Applicable to Equipment Breakdown Insurance Endorsement

The following definition is applicable to this Endorsement only. It may amend a definition located in Section II General Definitions of this policy or Section V Property definitions.

1. "**Breakdown**"
- a. Means the direct physical loss resulting from one or more of the following items that causes damage to **insured equipment** and necessitates its repair or replacement, unless such loss or damage is otherwise excluded within this section:
 - (i.) Failure of pressure or vacuum equipment;
 - (ii.) Mechanical failure including rupture or bursting caused by centrifugal force;
 - (iii.) Electrical failure including arcing;
 - (iv.) Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by **you**, or operated under **your** control;
 - (v.) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - (vi.) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment;
 - b. Does not mean or include:
 - (i.) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
 - (ii.) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to **insured equipment**;
 - (iii.) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - (iv.) Damage to any vacuum tube, gas tube or brush;

- (v.) Damage to any structure or foundation supporting the **insured equipment** or any of its parts;
 - (vi.) The functioning of any safety or protective device; or
 - (vii.) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
2. **“Computer Equipment”** means property that is electronic computer or other electronic data processing equipment, including media and peripherals used in conjunction with such equipment.
3. **“Insured Equipment”**
- a. Means:
 - (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
 - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and
 - (3) Communication equipment and computer equipment.
 - b. Does not mean or include any:
 - (1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum.
 - (2) Insulating or refractory material, but not excluding the glass lining of any **insured equipment**;
 - (3) Nonmetallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
 - (4) Catalyst;
 - (5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
 - (6) Structure, foundation, cabinet or compartment supporting or containing all or part of the **insured equipment** including penstock, draft tube or well casing;
 - (7) **Vehicle, aircraft**, self-propelled equipment or floating vessel, including any **insured equipment** that is mounted upon or solely with any one or more vehicle(s), **aircraft**, self-propelled equipment or floating vessel;
 - (8) Dragline, excavation or construction equipment including any **insured equipment** that is mounted upon or solely used with any one or more dragline(s), excavation, or construction equipment;
 - (9) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, nonelectrical cable, chain, belt, rope, clutch plate, brake pad or non-metal part or any part or tool subject to periodic replacement; or
 - (10) Equipment or any part of such equipment manufactured by **you** for sale; or
 - (11) Power and gas generation utility equipment.

4. **“Hazardous Substance”** means any substance other than ammonia that has been declared to be hazardous to health by a government agency. Ammonia is not considered to be a **hazardous substance** as respects this limitation.
6. **“One Breakdown”** means if an initial **breakdown** causes other **breakdowns**, all will be considered **one breakdown**. All **breakdowns** at any one **premises** that manifest themselves at the same time and are the direct result of the same cause will be considered **one breakdown**.
7. **“Stock”** means merchandise held in storage or for sale, raw materials, property in process or finished products, including supplies used in their packing or shipping.

C. Conditions Applicable to Equipment Breakdown Insurance Endorsement

The following condition is applicable to this Endorsement only. It may amend exclusions located in Section IV General Exclusions of this policy and Section V Property exclusions.

1. **Suspension.** On discovery of a dangerous condition, **we** may immediately suspend machinery breakdown insurance on any machine, vessel or part thereof by giving written notice to **you**. The suspended insurance may be reinstated once the dangerous condition is resolved.

#7 ATTORNEY CONSULTATION AMENDATORY ENDORSEMENT

The following insuring agreement is applicable to this Endorsement only. Also, the below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

A. INSURING AGREEMENT APPLICABLE TO THIS AMENDATORY ENDORSEMENT

The below listed insuring agreement is subject to Section I General Insuring Agreement, Section II General Definitions, Section III General Conditions and Section IV General Exclusions of this policy, unless amended as stated within this Endorsement.

1. **We** agree to pay **defense costs** for attorney fees incurred by **us** to obtain an opinion of legal counsel regarding the appropriateness of a proposed termination of employment of **your** employee(s) provided **you** first notify **us** of the proposed termination during the policy period and prior to such termination; and
2. The amounts payable under this endorsement are in addition to the defense costs limits stated within the declarations page.

B. DEFINITIONS APPLICABLE TO THIS AMENDATORY ENDORSEMENT

The following definitions are applicable to this endorsement only. They may amend definitions located in Section II General Definitions of this policy.

1. **Defense costs** means costs **we** pay to **our** approved attorneys for attorney fees and related expenses. **Defense costs** will not include the salary, additional wages or costs of any employee of an **insured**.

C. LIMITS OF INSURANCE APPLICABLE TO THIS AMENDATORY ENDORSEMENT

1. We agree to pay up to \$2,500 in **defense costs** per termination considered not to exceed \$50,000 in the aggregate for all attorney consultations per policy period.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Section I General Insuring Agreements, Section II General Definitions, Section III General Conditions, Section IV General Exclusions or any specific Section insuring agreements, definitions, conditions, or exclusions to which this endorsement is attached other than as above stated.

ICRMP

Multi-Lines

Insurance Policy

This Policy of Insurance is issued by ICRMP for all public entity Members to be effective 12:01 A.M., October 1, 2021 for one-year thereafter, unless sooner terminated, for all continuing Members pursuant to and consistent with the Joint Powers Subscribers Agreement approved by the ICRMP Board of Trustees to be effective for the policy year beginning at the time above stated.

If **you** utilize an independent insurance agent, we pay **your** agent a fixed percentage of the member contribution **you** pay us that is included in **your** member contribution. This compensation is to encourage independent agents to recommend ICRMP to public entities and to compensate agents for their services. If **you** have questions regarding this compensation, please contact **us**.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/13/2021

DEPARTMENT: Police/Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2021- 088 , authorizing a contract for services with Rick Allington to provide prosecution of misdemeanors for FY 2021-2022, for an annual amount of \$48,225.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey misdemeanor prosecution contract with Rick Allington expires at the end of September, 2021. The Hailey Police Department is satisfied with Mr. Allington's services and would like to extend the misdemeanor prosecution contract with the same terms as the expiring contract. The City has added training obligations to the contract, which will require the prosecutor to educate HPD on best practices under current or changing laws. The contract amount of \$48,225 was appropriated in the FY 2021 Budget.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The contract amount was appropriated with a 3% increase over the previous year.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021- 088 , authorizing a contract for services with Rick Allington to provide prosecution of misdemeanors for FY 2021-2022, for an annual amount of \$48,225.

FOLLOW-UP REMARKS:

CITY OF HAILEY
RESOLUTION NO. 2021- 088

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR PROSECUTION OF
CITY MISDEMEANORS WITH FREDRICK ALLINGTON FOR \$48,225.**

WHEREAS, the City of Hailey desires to enter into a contract for services with Fredrick Allington, Esq. to perform services as the misdemeanor City Prosecutor for the City of Hailey; and

WHEREAS, the City of Hailey and Fredrick Allington have agreed to the terms and conditions of the Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Agreement for Prosecution of City Misdemeanors.

Passed this 13th day of September, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this 13th day of September, 2021, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF HAILEY, IDAHO, (collectively hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, the City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of the City; and

WHEREAS, the City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from Magistrate to District Court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
 - (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
 - (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
 - (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
 - (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing hearings; and
 - (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
 - (8) Meet with City staff on a monthly basis or as needed to discuss the progress of City Ordinance prosecutions; and
 - (9) Provide yearly statistical reports to the City as to the number of cases disposed of by Attorney; and
 - (10) Keep informed of new developments in criminal law and criminal procedure.
 - (11) Coordinate with the Blaine County Prosecuting Attorney's office to conduct and participate in semi-annual training sessions of the City's law enforcement staff team.
- C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.
- D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2021 through the 30th day of September, 2022.
3. **COMPENSATION**
 - A. Compensation per year of FORTY-EIGHT THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (\$48,225.00) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2021 through September 30, 2022.
 - B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the first day of each and every month commencing on October 1, 2021.
 - C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.
4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the City to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.
5. **COSTS OF PROSECUTION.** City are responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
- C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, City and local laws, rules and regulations.

9. **TERMINATION OF AGREEMENT.**

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by a majority of the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City' notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
 - (2) The event that for any upcoming fiscal year during the term of this Agreement, the City does not appropriate funds for the prosecution of criminal violations under the terms of this Agreement.

- B. The City may terminate this Agreement immediately upon Attorney's:
- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
 - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.
- C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.
10. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
11. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.
12. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
13. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
14. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
16. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

17. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
18. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
19. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
20. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
21. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims arising or resulting from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTORNEY:

CITY OF HAILEY, IDAHO

Frederick C. Allington

Martha Burke, Mayor

ATTEST:

Mary Cone, Hailey City Clerk

AGREEMENT FOR PROSECUTION

Page 6

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/13/2021 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2021- 089, authorizing contract for services with Mountain Rides Transportation Authority for bus and transportation services for FY 2021-2022, at a cost of \$82,000

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached contract for services outlines Mountain Rides Service Plan for the year and Hailey's annual \$82,000 to support MRTA through a Joint Powers Agreement.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021- 089, authorizing contract for services with Mountain Rides Transportation Authority for bus and transportation services for FY 2021-2022, at a cost of \$82,000

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

CITY OF HAILEY
RESOLUTION NO. 2021- 089

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

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

WHEREAS, although this service is generally referred to in the Joint Powers Agreement that formed and continues the Mountain Rides Transportation Service quasi-governmental entity, the specific goals to fiscal year 2021-2022 are identified in the attached agreement.

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

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

Passed this 13th day of September, 2021 with an effective date of October 1, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES

Mountain Rides Transportation Authority

THIS CONTRACT FOR SERVICES (“Contract”) is made and entered as of September 16, 2021, by and between the **City of Hailey, Idaho**, a municipal corporation (“City”) and **Mountain Rides Transportation Authority** (“Mountain Rides”), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #663052 in Blaine County, Idaho (recorded 9/10/19). This Contract is hereby entered in contemplation of the following findings:

FINDINGS

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

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

1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the Mountain Rides service area, within the confines of the Mountain Rides budget. Mountain Rides' FY2022 Service Plan is summarized in Exhibit A. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.
2. Term. The Term of this Contract shall commence October 1, 2021 and terminate September 30, 2022.
3. Consideration.
 - a. In consideration for providing the services herein described, the City agrees to pay to Mountain Rides the total sum of EIGHTY TWO THOUSAND DOLLARS (\$82,000), payable in four equal quarterly installments on November 15, 2021; February 15, 2022; May 16, 2022; and August 15, 2022. Thirty (30) days in advance of the due dates, Mountain Rides will provide the City an invoice annotating the amount of the installment due. The City shall pay Mountain Rides the amount set forth in each such invoice no later than thirty (30) days after the date of each such invoice.
 - b. The City's contribution to Mountain Rides is part of the Mountain Rides FY2022 Budget adopted by the Mountain Rides Board on September 15, 2021. Mountain Rides' FY2022 Operating Budget is summarized in Exhibit B.
 - c. In consideration and as part of this Contract, Mountain Rides will provide to Hailey City Council a mid-year report including activities, ridership, financial conditions, and other information describing the then-current condition of the transportation system. This report will be delivered on or after April 15, 2022, via presentation at a City Council meeting. In addition, Mountain Rides will provide a report and budget request coincident with the City's budget deliberations for fiscal year 2023.
 - d. Notwithstanding the requirements per paragraph 3.a. above, the Parties recognize and agree that the City's source of funds for paying for the services contracted herein is local option sales tax ("LOT") revenue. If for any reason the City fails to collect such LOT revenue during the Term of this Contract, the City may, at its option and upon thirty (30) days prior written notice to Mountain Rides, terminate this Contract or adjust the payments to Mountain Rides by reducing its contribution by the same ratio that LOT revenue is below the City's budget for same. If the Contract is terminated by the City per this paragraph, the City shall have no further responsibility to make payment(s) to Mountain Rides under this Contract after the thirty (30) day notice period. If revenue from any of Mountain Rides' funding partners (local government, federal government, fares, or private business funding) identified in the Mountain Rides' FY2022 Budget is not realized, Mountain Rides may adjust its FY2022 Service Plan to balance revenue with expenses. If this occurs, Mountain Rides will notify the City of Service Plan adjustments that may impact transit service within the City, and Mountain Rides and the City will endeavor to establish a Mutually Acceptable Adjusted Service Plan ("MAASP"). If a MAASP cannot be established, the City may terminate this Contract upon thirty (30) day written notice to Mountain Rides.
4. Termination. The City, at its sole discretion, may terminate, with or without cause, this Contract upon one-hundred-eighty (180) days prior written notice to Mountain Rides. In the event of such termination, the City shall make all payments due to Mountain Rides through the end of the 180-day notice period and thereafter shall have no further responsibility to make any payment to Mountain Rides under this Contract. Mountain Rides, in its sole discretion, shall adjust services as may be necessitated as a result of any termination of this Contract.
5. Equal Employment Opportunity. Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

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

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

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

CITY OF HAILEY



Wallace E. Morgus, Executive Director

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

EXHIBIT A FY2022 Service Plan



| Service | Service Hours | Notes |
|---------------|-----------------------|---|
| Blue | 11,652.5 hours | Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 2:30am daily |
| Blue 1 | 5,475.0 hours | Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 12:00am daily |
| Blue 2 | 6,177.5 hours | Fall/Spring: 7:30am - 7:00pm daily; Summer/Winter: 7:30am - 2:30am daily |
| Valley | 14,429.5 hours | Mon - Sun: 6:00am - 12:00am |
| Hailey | 2,313.0 hours | Mon - Fri: 8:00am - 5:00pm |
| Magic | 2,119.5 hours | Mon, Wed, Fri: 6:00am - 7:00pm |
| Red | 1,666.0 hours | Nov 25, 2021 - Apr 10, 2022: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 8:00pm |
| Red 1 | 1,238.0 hours | Nov 25, 2021 - Apr 10, 2022: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 7:30pm |
| Red 2 | 428.0 hours | Dec 11, 2021 - Mar 27, 2022: 8:30am - 12:30pm daily |
| Bronze | 968.0 hours | Dec 11, 2021 - Apr 10, 2022: 8:30am - 4:30pm daily |
| Silver | 1,438.5 hours | Nov 25, 2021 - Apr 10, 2022: 8:00am - 6:30pm daily |
| Gold | 963.0 hours | Dec 11, 2021 - Mar 27, 2022: 8:00am - 5:00pm daily |
| Resort | 3,369.5 hours | Bronze, Silver, Gold: Nov 25, 2021 - Apr 10, 2022 |
| Galena | 273.0 hours | Nov 25, 2021 - Feb 28, 2022 (39 service days): 9:00am - 4:00pm each service day |
| Total | 35,823.0 hours | |

EXHIBIT B
Mountain Rides FY2022 Operating Budget

| Income | |
|--------------------------------------|---------------------|
| Total 41000 · Federal Funding | \$ 2,549,097 |
| Total 43000 · Local Funding | 765,660 |
| Total 44000 · Fares | 130,000 |
| Total 45000 · Other Revenue | 79,650 |
| Total 47000 · Private Donations | 9,750 |
| 48000 - Transfer from Housing Fund | 19,200 |
| 49000 · Interest Income | 3,000 |
| 50000 · Excess Operating Funds | 80,000 |
| Total Income | \$ 3,636,357 |
| Expenses | |
| Total 51000 · Payroll Expenses | \$ 2,651,540 |
| Total 52000 · Insurance Expense | 148,047 |
| Total 53000 · Professional Fees | 46,800 |
| Total 54000 · Equipment/Tools | 10,000 |
| Total 55000 · Rent and Utilities | 25,000 |
| Total 56000 · Supplies | 38,000 |
| Total 57000 · Repairs and Maint. | 41,000 |
| Total 58000 · Communications Exp. | 25,300 |
| Total 59000 · Travel and Training | 30,090 |
| Total 60000 · Business Expenses | 11,700 |
| Total 61000 · Advertising | 30,880 |
| Total 62000 · Mrktg and Promotion | 29,000 |
| Total 63000 · Printing and Repr. | 13,000 |
| 64000 · Fuel Expense | 350,000 |
| Total 65000 · Vehicle Maintenance | 186,000 |
| 69500 · Contribution to Fund Balance | - |
| Total Expense | \$ 3,636,357 |
| Net Surplus (Deficit) | \$ - |

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 **DEPARTMENT:** Admin/Leg **DEPT. HEAD SIGNATURE:** HD

SUBJECT: Motion to approve Resolution 2021- 090 authorizing contract for services with The Senior Connection for door-to-door transportation services for Hailey seniors through a City contribution of Local Option Tax in the amount of \$4,000

AUTHORITY

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached contract. The \$4000 was approved in the FY 2022 budget process.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021- _____ authorizing contract for services with The Senior Connection for door-to-door transportation services for Hailey seniors through a City contribution of Local Option Tax in the amount of \$4,000

FOLLOW-UP REMARKS:*

CITY OF HAILEY
RESOLUTION NO. 2021- 090

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH THE
SENIOR CONNECTION FOR TRANSPORTATION SERVICES**

WHEREAS, the City of Hailey desires to enter into an agreement with the Senior Connection under which the Senior Connection will perform transportation services and economic development activity utilizing Local Option Tax funds.

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

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

Passed this 13th day of September, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES
(City of Hailey and The Senior Connection)

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 13th day of September, 2021, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as “Hailey”) and The Senior Connection, an Idaho non-profit corporation (hereinafter referred to as “Connection”).

RECITALS

A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving a major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;

B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;

C. The voters of Hailey approved Hailey Ordinance Nos. 950, 1035 and 1257, which impose a local option tax (“LOT”) pursuant to Idaho Code § 50-1044 through June 30, 2050;

D. Taxes collected pursuant to such ordinances shall be used, among other things, for City promotion, economic development, downtown beautification, maintenance, and transportation;

E. The Connection, by virtue of the services it provides, creates a strong economic climate for senior residents to move to the area, utilize the business services of the town, and remain in their homes; all of which are consistent with the purposes and findings of Ordinances Nos. 950, 1035 and 1257;

F. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide safe transportation to seniors and disabled residents of the Hailey area;

G. The Connection has a focused mission to provide “through the door” transportation services to seniors, which are not provided by any other local organization;

H. Hailey desires to contract with the Connection for transportation services by extending funds to the Connection which can be used by the Connection for transportation grant and gift matches;

I. The parties acknowledge and agree that all funds paid to the Center under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of providing transportation to seniors; and

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

AGREEMENT

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

1. Consideration. In consideration for providing the services described herein, Hailey agrees to pay Connection the maximum sum of four thousand dollars (\$4,000), which shall be paid on or before December 31, 2021.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2021, until September 30, 2022.

3. Scope of Services. The Center shall provide transportation services, utilizing the City of Hailey's contribution to the best of its ability as transportation grant match or gift match for transportation services.

4. Financial Accounting and Reporting Requirements. The Center shall submit to Hailey a report of its activities and methods by which Hailey's contribution was spent either directly or as grant/gift matches. The report shall be made orally or in writing and submitted to Hailey between June and September, 2022.

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

6. Retention of Records. The Center agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement.

7. Default and Remedies. If either the Center or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.

8. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

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

The Senior Connection
721 Third Avenue South / P.O. Box 28
Hailey, Idaho 83333

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

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Connection's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Connection shall submit a report of expenditures to Hailey.

C. Independent Contractor. Hailey and Chamber hereby agree that the Center shall perform the Services exclusively as an independent contractor and not as employee or agent of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Center, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Center shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Center under this Agreement and for Chamber's payments for work performed in performance of this Agreement by Center, its agents and employees; and Center hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, including without limitation any penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

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

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

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

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

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

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

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.

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

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

CITY OF HAILEY

THE SENIOR CONNECTION

Martha Burke, Mayor



Teresa Beahen Lipman
Executive Director

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/21

DEPARTMENT: PW - Streets

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2021-091, ratifying the mayor's signature on a bid proposal from Idaho Materials & Construction, for paving work under the River St. URA Project, in the amount of \$31,515.75. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached bid proposal from Idaho Materials & Construction (IMC) includes pricing of \$31,515.75 to pave at the River St. and Myrtle St. site. IMC will supply the asphalt. IMC will place 3" of compacted asphalt. The City previously signed an agreement with the URA to manage the River St. project on behalf of the URA.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2021- 091 ratifying the mayor's signature on a bid proposal from Idaho Materials & Construction, for paving work under the River St. URA Project, in the amount of \$31,515.75. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2021-091

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY RATIFYING
ACCEPTANCE OF A BID PROPOSAL BY IDAHO MATERIALS & CONSTRUCTION
IN THE AMOUNT OF \$31,515.75, FOR PAVING WORK UNDER THE RIVER ST URA
PROJECT.**

WHEREAS, the City of Hailey desires to accept the bid proposal from Idaho Materials & Construction in the amount of \$31,515.75 to provide the paving services at River St. and Myrtle St.,

WHEREAS, the City of Hailey desires the contractor to proceed in a timely manner to meet the project schedule, and

WHEREAS, the City of Hailey and Idaho Materials & Construction agree to the terms and conditions of the bid proposal, 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 ratifies the bid proposal between the City of Hailey and Idaho Materials & Construction and that the mayor is authorized to execute the attached document,

Passed this 13th day of September, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



IDAHO MATERIALS & CONSTRUCTION

Boise Area- 924 N. Sugar St. *P.O. Box 1310 *Nampa, ID 83653-1310 * Phone (208) 466-5001 * Fax (208) 466-5166 Twin Falls Area- 1310 Addison Ave. West * Twin Falls, ID 83301 * Phone (208) 733-3933 * Fax (208) 734-6956 * ISP# 11916-U-1-2 Oregon * 42640 Nevada * 0054829

ASPHALT PAVING ROAD & UTILITY CONSTRUCTION EARTHWORK CONCRETE SAND & ROCK

| | |
|---|--------------------------------|
| To: City Of Hailey | Contact: Kelly Schwartz |
| Address: 115 S. Main Hailey, ID 83333 | Phone: 788-4221 |
| | Fax: |
| Project Name: City Of Hailey - River Street Bike | Bid Number: |
| Project Location: River St./Myrtle, Hailey, ID | Bid Date: 8/9/2021 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|-------------------------------------|--------------------------------------|--------------------|------|------------|--------------------|
| 70 | Furnish & Place 3" Compacted Asphalt | 9,135.00 | SF | \$3.45 | \$31,515.75 |
| Total Price for above Items: | | | | | \$31,515.75 |

Total Bid Price: \$31,515.75

Notes:

- Price shown DOES NOT include Performance and Payment bond. Add 2% if bond is required.
- Final payment based on quantity delivered to job.
- Quote DOES NOT include; permits, traffic control, surveying, testing/inspection fees, saw cutting, concrete collars for manholes & water valves.
- Mobilization is based on (1); additional mobilizations will be charged at the rate of \$1250.00 per each
- Idaho Materials & Construction state contractor registration number is ICRL # RCE-39639
- Base Gravel by others @ +/- .03 of spec; net zero
- IF THIS BID IS ACCEPTED PLEASE SIGN AND RETURN ONE COPY.
- Additional Terms and Conditions of this proposal/contract.
- APPROVAL OF CREDIT; Notwithstanding purchasers acceptance of this proposal, sellers obligation to perform is conditional upon seller's approval of the financial responsibility of the purchaser; and purchaser will furnish to seller promptly, at sellers request, such information as may be necessary for seller to determine purchasers financial responsibility and credit. If disapproved, purchaser will be notified, and this agreement will be deemed terminated, without liability to either party.
- If not accepted within (10) days from date of proposal, this offer shall automatically expire.
- Effective March 1st, 2019, payment by credit card will incur a one and one-half percent (11/2%) service fee.
- In addition, if for reasons beyond sellers control the work is not performed during sellers current construction season or over a longer period if agreed to in writing at the date of this proposal, the contract price may be increased by the seller to reflect its cost increase incurred at the time the work is performed. Our normal construction season is April through November, depending on weather conditions.
- ACCEPTANCE OF PROPOSAL: The purchaser represents that they (it, he, or she) are the owner of the premises on which the work is to be done, or are authorized representative of the owner, and have permission and authority to grant the seller the right to perform such work on premises. Should seller be required to provide survey stakes and/or to perform engineering services of any nature, purchaser hereby covenants and agrees to save and hold harmless seller from and against any and all damages, claims, costs or expenses which ever arising from or growing out of performance of the contract, including, but not limited to, drainage of water as to direction or amount during performance of the contract as well as thereafter.
- PERFORMANCE: The seller shall not be liable for failure of performance or failure of delay in delivery by reason of contingency beyond sellers control, including but not limited to, strikes, labor disputes, fire, flood, weather, embargo, war, government, or shortage or failure of raw materials, fuel, or transportation. If seller is delayed for more than sixty days (60) in the performance of this contract set forth herein, purchaser shall have the right upon seven (7) days written notice to seller to terminate this contract in which event the seller shall be paid for the work performed by it to date of such termination and all parties hereto shall be released of any further obligations herein.
- Due to current market shortages of liquid asphalt, this proposal is contingent on the availability of liquid asphalt at the time of construction. Hot mix asphalt quoted in this proposal is based on the current liquid asphalt market price. Any increase/decrease in market price of liquid asphalt at the time of placement, will be realized as an adjustment to the original quoted price at the time of placement.

- National and regional supply shortages of liquid asphalt or other material specifically noted above may preclude our suppliers from furnishing us with long term price and quantity guarantees; therefore, it is agreed that the contract price (Lump Sum or Unit) stated herein may be increased or decreased equal to any price increase or decrease, if any, after the date hereof required to be paid by the seller in the completion and performance of this contract. Seller agrees to notify purchaser prior to the date on which any work to be performed hereunder is to commence. Contract price adjustment shall be applicable to work covered by such notice unless seller has received from purchaser; prior to commencement of any such work, written notice of an unwillingness to accept contract price adjustment, in which event, seller at its option, may terminate this contract. In the event of termination, seller shall be paid for work performed to the date of termination, if any, and shall have no further obligation or liability to purchaser or others for reason of said termination.

Payment Terms:

Payment terms: Net due by the 10th of the month following date of invoice unless otherwise stated. Interest at the rate of 2% per month charged on all past due accounts. This is an annual percentage rate of 24%. Purchaser agrees to pay reasonable legal



| | |
|---|--|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>City of Hailey</u></p> <p>Signature: <u>Martha Burke</u></p> <p>Date of Acceptance: <u>9/2/2021</u> <u>Mayor, Martha Burke</u></p> | <p>CONFIRMED: Idaho Materials & Construction</p> <p>Authorized Signature: <u>Robin Hill</u></p> <p>Estimator: Robin Hill robin.hill@idahomaterials.com</p> |
|---|--|

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 DEPARTMENT: Admin/Fire DEPT. HEAD SIGNATURE: HD

- SUBJECT:

Motion to ratify Pay Request #5 for the Hailey Fire Station Project, authorizing the payment made on August 30, 2021 in the amount of \$18,404.51

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

- BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached architect's approval of pay request and invoice details.

- FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

- ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify Pay Request #5 for the Hailey Fire Station Project, authorizing the payment made on August 30, 2021 in the amount of \$18,404.51

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

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



Century Contractors Inc.
 P.O. Box 674
 Iona ID 83427
 (208) 524-4689

Progress Billing

Application: 5

Period: 07/25/2021

License:

Owner: City of Hailey
 115 Main Street South, Suite H
 Hailey ID 83333

Job Location: Hailey Fire Station Rehabilitation
 115 Main Street South, Suite H
 Hailey ID 83333

Application For Payment On Contract

| | |
|----------------------------------|--------------|
| Original Contract..... | 283,071.00 ✓ |
| Net Change by Change Orders..... | -77,977.16 ✓ |
| Contract Sum to Date..... | 205,093.84 ✓ |
| Total Complete to Date..... | 187,377.23 ✓ |
| | |
| Total Retained..... | 9,368.87 ✓ |
| Total Earned Less Retained..... | 178,008.36 ✓ |
| | |
| Less Previous Billings..... | 159,603.85 ✓ |
| Current Payment Due..... | 18,404.51 ✓ |
| | |
| Balance on Contract..... | 27,085.48 ✓ |

OK TO PAY

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: [Signature] Date: 07-29-21

Architect's Certification of Work

The undersigned architect certifies that, to the best of the architect's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Architect: [Signature] Date: 8/2/2021
 MIKE SMITH - RLB

Terms: Invoices are due and payable from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: Century Contractors Inc.

Thank you for your prompt payment.

PROGRESS BILLING

Application: 5

Period: 07/25/2021

Schedule of Work Completed

| Description of Work | Scheduled | Changes | Contract | Previous | Current Comp. | Stored Mat. | Total Comp. | % | Balance | Retained |
|--------------------------|-----------|------------|-----------|-----------|---------------|-------------|-------------|--------|----------|----------|
| Change Order# 1 | | | | | | | | | | |
| Change Order# 2 | | | | | | | | | | |
| Change Order# 3 | | | | | | | | | | |
| Change Order# 4 | | | | | | | | | | |
| 105.000 BONDS | 4,081.79 | -1,200.00 | 2,881.79 | 2,881.79 | | | 2,881.79 | 100.00 | | 144.09 |
| 115.000 LIABILITY INSURA | 3,857.64 | -1,800.00 | 2,057.64 | 2,057.64 | | | 2,057.64 | 100.00 | | 102.88 |
| 125.000 SUPERVISION LAB | 18,169.20 | -9,369.00 | 8,800.20 | 7,920.18 | 440.01 | | 8,360.19 | 95.00 | 440.01 | 418.01 |
| 126.000 GENERAL LABOR | 8,305.92 | | 8,305.92 | 7,475.33 | 415.29 | | 7,890.62 | 95.00 | 415.30 | 394.53 |
| 145.000 FUEL EXPENSE | 6,373.64 | | 6,373.64 | 5,736.28 | 318.68 | | 6,054.96 | 95.00 | 318.68 | 302.75 |
| 157.000 TEMPORARY LIGH | 1,384.32 | | 1,384.32 | 1,245.89 | 69.21 | | 1,315.10 | 95.00 | 69.22 | 65.76 |
| 164.000 PER DIEM EXPEN | 15,624.36 | -5,100.00 | 10,524.36 | 9,471.92 | 526.22 | | 9,998.14 | 95.00 | 526.22 | 499.91 |
| 170.000 DUMP FEES | 3,192.01 | | 3,192.01 | 2,872.81 | 159.60 | | 3,032.41 | 95.00 | 159.60 | 151.62 |
| 181.000 EQUIPMENT EXPE | 10,180.52 | -3,289.87 | 6,890.65 | 6,201.59 | 344.53 | | 6,546.12 | 95.00 | 344.53 | 327.31 |
| 190.000 CONTINGENCY | 1,536.29 | | 1,536.29 | 1,382.66 | 76.82 | | 1,459.48 | 95.00 | 76.81 | 72.97 |
| 205.000 ASBESTOS ABATE | 11,815.39 | | 11,815.39 | 11,815.39 | | | 11,815.39 | 100.00 | | 590.77 |
| 211.000 DEMOLITION | 16,003.63 | -8,500.00 | 7,503.63 | 7,128.45 | | | 7,128.45 | 95.00 | 375.18 | 356.42 |
| 290.000 MISC. SITE CONC | 2,961.25 | | 2,961.25 | | 2,961.25 | | 2,961.25 | 100.00 | | 148.06 |
| 605.000 NAILS/GLUE/SIMP | 5,774.44 | | 5,774.44 | 5,485.72 | | | 5,485.72 | 95.00 | 288.72 | 274.29 |
| 610.000 ROUGH CARPENT | 3,258.92 | -1,200.00 | 2,058.92 | 1,955.97 | | | 1,955.97 | 95.00 | 102.95 | 97.80 |
| 620.000 RGH. CARP. LABO | 4,412.52 | -2,200.00 | 2,212.52 | 2,101.89 | | | 2,101.89 | 95.00 | 110.63 | 105.09 |
| 718.000 WEATHER BARRIE | 1,723.45 | -1,200.00 | 523.45 | 471.11 | | | 471.11 | 90.00 | 52.34 | 23.56 |
| 719.000 EXTEIOR INSULATI | 1,522.08 | | 1,522.08 | 1,369.87 | | | 1,369.87 | 90.00 | 152.21 | 68.49 |
| 722.000 SIDING | 22,541.03 | 321.21 | 22,862.24 | 5,715.56 | 9,144.90 | | 14,860.46 | 65.00 | 8,001.78 | 743.02 |
| 780.000 ROOF ACCESSORI | 40,724.30 | -12,500.00 | 28,224.30 | 28,224.30 | | | 28,224.30 | 100.00 | | 1,411.22 |
| 790.000 CAULKING/SEALA | 728.47 | | 728.47 | 509.93 | 36.42 | | 546.35 | 75.00 | 182.12 | 27.32 |
| 820.000 WOOD & PLASTIC | 14,731.62 | 9,669.63 | 24,401.25 | 13,420.69 | 4,880.25 | | 18,300.94 | 75.00 | 6,100.31 | 915.05 |
| 836.000 OVERHEAD DOOR | 27,276.67 | -1,420.00 | 25,856.67 | 25,856.67 | | | 25,856.67 | 100.00 | | 1,292.83 |
| 860.000 WOOD&PLASTIC | 24,193.41 | -7,491.00 | 16,702.41 | 16,702.41 | | | 16,702.41 | 100.00 | | 835.12 |
| 910.000 DRYWALL/METAL | 5,511.48 | -5,511.48 | | | | | | 100.00 | | |
| 925.000 PAINTING/MISC | 6,692.43 | -6,692.43 | | | | | | 100.00 | | |

PROGRESS BILLING

Application: 5

Period: 07/25/2021

Schedule of Work Completed

| Description of Work | Scheduled | Changes | Contract | Previous | Current Comp. | Stored Mat. | Total Comp. | % | Balance | Retained |
|---------------------|-------------------|-------------------|-------------------|-------------------|--------------------|-------------|-------------------|--------------|------------------|-----------------|
| 1530.000 HVAC | 2,132.10 | -2,132.10 | | | | | | 100.00 | | |
| 1600.000 ELECTRICAL | 18,362.12 | -18,362.12 | | | | | | 100.00 | | |
| Totals: | 283,071.00 | -77,977.16 | 205,093.84 | 168,004.05 | 19,373.18 ✓ | | 187,377.23 | 91.36 | 17,716.61 | 9,368.87 |

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: Hailey Fire Station Rehabilitation

The undersigned had been paid and has received a progress payment in the sum of \$18,404.51 for all labor, services, equipment or material furnished to the job site or to City of Hailey on the job site of Hailey Fire Station Rehabilitation located at 115 Main Street South, Suite H, Hailey ID 83333 and does here by release any mechanic's lien, stop notice, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to City of Hailey through 07/25/2021 only and does not cover any retentions retained before or after the release date; extras furnished before or after the release date for which payment has not been received; extras or items furnished after the release date or pending modifications and changes. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including right between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

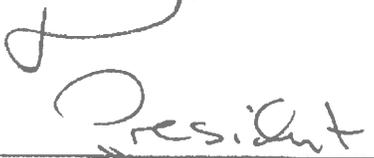
The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 07-29-21

Century Contractors, Inc.



(signature)



(title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 DEPARTMENT: Admin/Fire DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Pay Request #6 for the Hailey Fire Station Project, authorizing a September payment in the amount of \$16,830.80

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached architect's approval of pay request and invoice details.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Pay Request #6 for the Hailey Fire Station Project, authorizing a September payment in the amount of \$16,830.80

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

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



Century Contractors Inc.
 P.O. Box 674
 Iona ID 83427
 (208) 524-4689

Progress Billing

Application: 6
 Period: 08/30/2021

License:

Owner: City of Hailey
 115 Main Street South, Suite H
 Hailey ID 83333

Job Location: Hailey Fire Station Rehabilitation
 115 Main Street South, Suite H
 Hailey ID 83333

Application For Payment On Contract

| | |
|----------------------------------|--------------|
| Original Contract..... | 283,071.00 ✓ |
| Net Change by Change Orders..... | -77,977.16 ✓ |
| Contract Sum to Date..... | 205,093.84 ✓ |
| Total Complete to Date..... | 205,093.84 ✓ |
| | |
| Total Retained..... | 10,254.68 ✓ |
| Total Earned Less Retained..... | 194,839.16 ✓ |
| | |
| Less Previous Billings..... | 178,008.36 ✓ |
| Current Payment Due..... | 16,830.80 ✓ |
| | |
| Balance on Contract..... | 10,254.68 |

OK TO PAY MS

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: [Signature] Date: 8-30-21

Architect's Certification of Work

The undersigned architect certifies that, to the best of the architect's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Architect: [Signature] Date: 9/1/2021
 MIKE SMITH - RLB

Terms: Invoices are due and payable from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: Century Contractors Inc.

Thank you for your prompt payment.

PROGRESS BILLING

Application: 6

Period: 08/30/2021

Schedule of Work Completed

| Description of Work | Scheduled | Changes | Contract | Previous | Current Comp. | Stored Mat. | Total Comp. | % | Balance | Retained |
|--------------------------|-----------|------------|-----------|-----------|---------------|-------------|-------------|--------|---------|----------|
| Change Order# 1 | | | | | | | | 100.00 | | |
| Change Order# 2 | | | | | | | | 100.00 | | |
| Change Order# 3 | | | | | | | | 100.00 | | |
| Change Order# 4 | | | | | | | | 100.00 | | |
| 105.000 BONDS | 4,081.79 | -1,200.00 | 2,881.79 | 2,881.79 | | | 2,881.79 | 100.00 | | 144.09 |
| 115.000 LIABILITY INSURA | 3,857.64 | -1,800.00 | 2,057.64 | 2,057.64 | | | 2,057.64 | 100.00 | | 102.88 |
| 125.000 SUPERVISION LAB | 18,169.20 | -9,369.00 | 8,800.20 | 8,360.19 | 440.01 | | 8,800.20 | 100.00 | | 440.01 |
| 126.000 GENERAL LABOR | 8,305.92 | | 8,305.92 | 7,890.62 | 415.30 | | 8,305.92 | 100.00 | | 415.30 |
| 145.000 FUEL EXPENSE | 6,373.64 | | 6,373.64 | 6,054.96 | 318.68 | | 6,373.64 | 100.00 | | 318.68 |
| 157.000 TEMPORARY LIGH | 1,384.32 | | 1,384.32 | 1,315.10 | 69.22 | | 1,384.32 | 100.00 | | 69.22 |
| 164.000 PER DIEM EXPEN | 15,624.36 | -5,100.00 | 10,524.36 | 9,998.14 | 526.22 | | 10,524.36 | 100.00 | | 526.22 |
| 170.000 DUMP FEES | 3,192.01 | | 3,192.01 | 3,032.41 | 159.60 | | 3,192.01 | 100.00 | | 159.60 |
| 181.000 EQUIPMENT EXPE | 10,180.52 | -3,289.87 | 6,890.65 | 6,546.12 | 344.53 | | 6,890.65 | 100.00 | | 344.53 |
| 190.000 CONTINGENCY | 1,536.29 | | 1,536.29 | 1,459.48 | 76.81 | | 1,536.29 | 100.00 | | 76.81 |
| 205.000 ASBESTOS ABATE | 11,815.39 | | 11,815.39 | 11,815.39 | | | 11,815.39 | 100.00 | | 590.77 |
| 211.000 DEMOLITION | 16,003.63 | -8,500.00 | 7,503.63 | 7,128.45 | 375.18 | | 7,503.63 | 100.00 | | 375.18 |
| 290.000 MISC. SITE CONC | 2,961.25 | | 2,961.25 | 2,961.25 | | | 2,961.25 | 100.00 | | 148.06 |
| 605.000 NAILS/GLUE/SIMP | 5,774.44 | | 5,774.44 | 5,485.72 | 288.72 | | 5,774.44 | 100.00 | | 288.72 |
| 610.000 ROUGH CARPENT | 3,258.92 | -1,200.00 | 2,058.92 | 1,955.97 | 102.95 | | 2,058.92 | 100.00 | | 102.95 |
| 620.000 RGH. CARP. LABO | 4,412.52 | -2,200.00 | 2,212.52 | 2,101.89 | 110.63 | | 2,212.52 | 100.00 | | 110.63 |
| 718.000 WEATHER BARRIE | 1,723.45 | -1,200.00 | 523.45 | 471.11 | 52.34 | | 523.45 | 100.00 | | 26.17 |
| 719.000 EXTEIOR INSULATI | 1,522.08 | | 1,522.08 | 1,369.87 | 152.21 | | 1,522.08 | 100.00 | | 76.10 |
| 722.000 SIDING | 22,541.03 | 321.21 | 22,862.24 | 14,860.46 | 8,001.78 | | 22,862.24 | 100.00 | | 1,143.11 |
| 780.000 ROOF ACCESSORI | 40,724.30 | -12,500.00 | 28,224.30 | 28,224.30 | | | 28,224.30 | 100.00 | | 1,411.22 |
| 790.000 CAULKING/SEALA | 728.47 | | 728.47 | 546.35 | 182.12 | | 728.47 | 100.00 | | 36.42 |
| 820.000 WOOD & PLASTIC | 14,731.62 | 9,669.63 | 24,401.25 | 18,300.94 | 6,100.31 | | 24,401.25 | 100.00 | | 1,220.06 |
| 836.000 OVERHEAD DOOR | 27,276.67 | -1,420.00 | 25,856.67 | 25,856.67 | | | 25,856.67 | 100.00 | | 1,292.83 |
| 860.000 WOOD&PLASTIC | 24,193.41 | -7,491.00 | 16,702.41 | 16,702.41 | | | 16,702.41 | 100.00 | | 835.12 |
| 910.000 DRYWALL/METAL | 5,511.48 | -5,511.48 | | | | | | 100.00 | | |
| 925.000 PAINTING/MISC | 6,692.43 | -6,692.43 | | | | | | 100.00 | | |

PROGRESS BILLING

Application: 6

Period: 08/30/2021

Schedule of Work Completed

| Description of Work | Scheduled | Changes | Contract | Previous | Current Comp. | Stored Mat. | Total Comp. | % | Balance | Retained |
|---------------------|-------------------|-------------------|-------------------|-------------------|------------------|-------------|-------------------|---------------|---------|------------------|
| 1530.000 HVAC | 2,132.10 | -2,132.10 | | | | | | 100.00 | | |
| 1600.000 ELECTRICAL | 18,362.12 | -18,362.12 | | | | | | 100.00 | | |
| Totals: | 283,071.00 | -77,977.16 | 205,093.84 | 187,377.23 | 17,716.61 | | 205,093.84 | 100.00 | | 10,254.68 |

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: Hailey Fire Station Rehabilitation

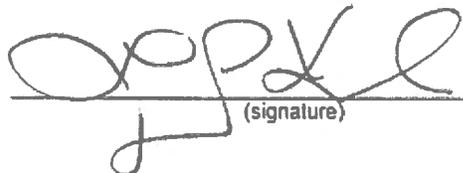
The undersigned had been paid and has received a progress payment in the sum of \$16,830.80 for all labor, services, equipment or material furnished to the job site or to City of Hailey on the job site of Hailey Fire Station Rehabilitation located at 115 Main Street South, Suite H, Hailey ID 83333 and does here by release any mechanic's lien, stop notice, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to City of Hailey through 08/30/2021 only and does not cover any retentions retained before or after the release date; extras furnished before or after the release date for which payment has not been received; extras or items furnished after the release date or pending modifications and changes. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including right between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 8-30-21

Century Contractors, Inc.



(signature)



(title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT:

Request for approval to hold a special event, the event being the Hispanic Heritage Fest, to be held at McKercher Park on Saturday, September 18th, 2021 from 10:00am until 9:00p.m.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Herbert Romero is requesting the Hispanic Heritage Fest be held at McKercher Park on Saturday, September 18th, 2021, The Hispanic Heritage Fest is a cultural and community event that celebrates National Hispanic Heritage Month, which is September 15th through October 15th, and will include recognitions, music, food and live performances. Event approval will be contingent on the following:

- a. Certificate of Liability Insurance must be submitted before the event.
- b. COVID Plan must be submitted before the event
- c. Resiliency Plan must be submitted before the event

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Request for approval to hold a special event, the event being the Hispanic Heritage Fest, to be held at McKercher Park on Saturday, September 18th, 2021 from 10:00am until 9:00p.m.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

DECISION

Based on the Application for a Special Event Permit for a 4th annual Hailey Hispanic Festival, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

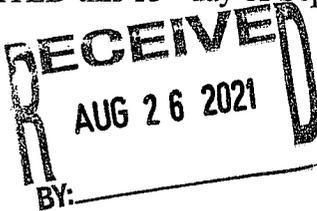
Standard Conditions

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

Additional Conditions

- a. An Environmental Resiliency Plan must be submitted before the day of the event.
- b. A Covid Plan must be submitted before the day of the event.
- c. The Decision must be signed before the day of the event.

DATED this 13th day of September, 2021.



CITY OF HAILEY

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, City Clerk

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

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the 4th annual Hailey Hispanic Festival (Saturday, September 18th from 10:00am until 9:00pm), plus specified set up and teardown time ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 13th day of September, 2021.

APPLICANT:

By: Herbert Romero, Herbert, Event Director
(please sign and print name and title, if applicable)



CITY OF HAILEY:

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, its City Clerk

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



SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: 4th Annual Hailey Hispanic Heritage Fest

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

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

Table with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Rows include event dates (9-18-21) and set-up/tear-down dates (9-17-21, 9-18+19-21).

II. FEES

* Special Event Permit Application Fee \$125 [] 125
* Per Day Park Rental Fee \$300 [] 300
Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
[] Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #:
[] Promoted locally and regionally within the state and the northwest.
* Tax (on park rental fees only) 6% [] 18
TOTAL DUE 443

III. ORGANIZATION INFORMATION:

Sponsoring Organization: The Chamber
Applicant's Name: Herbert Romero Title: Event Director
Address: 1725 Briarwood Dr. City: Hailey State: ID Zip: 83333
Telephone Home: 208-309-5902 Mobile: FAX:
Applicant Driver's License #: A7840897 Email: Projectoolsuccess@yahoo.com

IV. EVENT INFORMATION:

New Event: Yes ___ No ___ Annual Event: Yes [] No [] Years in Operation 3
Event Category: [] Commercial [] Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only):
Description of Event: Cultural & community event, celebrating National Hispanic Heritage Month Sept 13 - Oct 15. Recognitions, music, food, live performances.
Updated: 6/30/2020

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

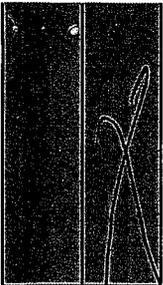
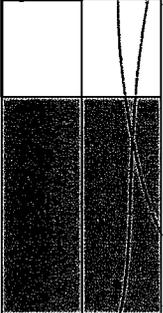
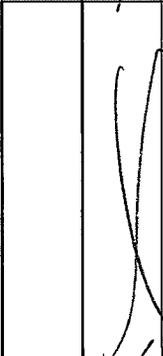
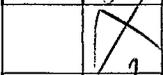
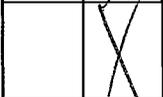
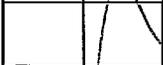
Insurance Company: _____ Agent Name: _____ Phone: _____

VI. ENVIRONMENTAL RESILIENCY PLAN: All Applicants for Special Event Permits must submit an Environmental Resiliency Plan that includes, at a minimum, a prohibition on distribution of single-use of plastics, provision of compost and recycling containers, which may include provisions to reduce single occupant motor vehicle trips, reduce energy and water consumption, and encourage consumption of local or regionally produced products.

SPECIAL EVENT ACTIVITIES PLANNED

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

| Yes | No | Check all Planned Activities | Yes | No | Check all Planned Activities |
|-----|----|---|-----|----|--|
| | X | Street Closures & Access / Parade (if yes) · Street Closure for Special Event Application and detailed map listing areas of closure are required. <i>An ITD permit and separate City form is required for Main Street Closures.</i> · Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods. | X | | Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider - |
| | X | Barricades If yes, please include a logistics map and # of barricades applicant is providing. | X | | Food/Beverages (Caterers) Please List: <i>Beer & wine.</i> |
| | X | Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr. per officer. | X | | Booths: Profit / Non-Profit <i>crisis Hot line</i> <i>NAMI, The Space etc.</i> |
| | | Barricades If yes, please include a logistics map and # of barricades applicant is providing. | X | | Vendors (Items sold/ Solicitation) Please list: <i>Food, beverages</i> |
| | X | Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr. per officer. | | X | Vendors (Items sold/ Solicitation) Please list: Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes _____ |

| | | | | |
|---|---|------------|----------------|---|
|  | <p>Electricity / Generators:</p> <p>Size: _____</p> <p>Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged \$35/hr. for EMS Standby.</p> | | | <p>Signs or Banners *A separate application and fee are required for street banners.</p> |
|  | <p>Electricity / Generators:</p> <p>Size: _____</p> | <p>ADA</p> | <p>Regular</p> | <p>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</p> |
|  | <p>Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged \$35/hr. for EMS Standby.</p> <p>Amplified Sound— (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</p> | <p>#</p> | <p>#</p> | <p>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600 Sanitation: Trash bins, Dumpsters, recycle (Please provide one (1) six-yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</p> |
|  | <p>Overnight Camping Please see City for designated areas.</p> <p>Lighting: please attach plan if applicable.</p> | | | <p>Water: Drinking / Washing (Please note that all Petroleum based plastics intended for disposal after single use, including products made from extruded polystyrene or similar materials, but not including products made of "bio-plastic" (plastics made from plant walls, exoskeletons of crustaceans/insects, potatoes, sugarcane, bark, or other organic, compostable material that is readily capable of decomposing into its nutrient bearing elements) are prohibited.</p> |
|  | <p>Overnight Camping Please see City for designated areas.</p> | | | <p>Open flame or flame producing devices</p> |
|  | <p>Gray Water Barrel / Grease Barrel</p> | | | |
|  | | | | <p>Open flame or flame producing devices Stages: (Number and Size(s))</p> |
|  | | | | |

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

Event Organizer's Signature: Herbert Romero Date: 8/23/21

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 **DEPARTMENT:** Finance **DEPT. HEAD SIGNATURE:** MHC

SUBJECT Motion to waive state laws placing restrictions on the sale of liquor within 300 feet of a school or church to property at 502 North Main Street, new Brewery in the former bike repair shop at Powerhouse Restaurant.

AUTHORITY: ✓ ID Code §§ 23-901 and §§23-913 ✓ City Ordinance/Code Title 5.04.090
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho State Police is requesting that Broadford Beverage Brewery obtain approval from the City of Hailey prior to them moving forward with their license approval process. After the state approves a liquor license, in this case, a Brewery license they do not require licensing with the county and the city. This is unique to the Brewery licensing laws in Idaho.

This is a new business located on the Southeast corner building of Powerhouse's property.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle

Budget Line Item # _____ YTD Line Item Balance _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # 788-4221- _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to waive state laws placing restrictions on the sale of liquor within 300 feet of a school or church to property at 502 North Main Street, new Brewery in the former bike repair shop at Powerhouse Restaurant.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Transfer of Taxi Business

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.20.070
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Miller's Limo LLC DBA Millers Limo, previously owned by Donald and Barb Miller was established in February of 2009. On August 16, 2021 Barb Miller submitted a letter stating that Donald and Barb Miller sold Miller's Limo to Clay and Lisa Landon.

Clay and Lisa Landon submitted their Auto Transportation Service Business License Application for LCI Transportation DBA Miller's Limo on September 3, 2021.

Clay and Lisa Landon have requested to transfer the Business to them as per Hailey Municipal Code 5.20.070, the applicant requires written approval and consent for Hailey City Council.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (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:

Approve the transfer of Auto Transportation Service Business License Miller's Limo LLC DBA Millers Limo previously owned by Donald and Barb Miller to LCI Transportation DBA Miller's Limo now owned by Clay and Lisa Landon.

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 # _____



AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

1706



LICENSE FEES:

New or Renewal \$250.00
(License application for full year Jan. 01 – Dec.31)

TOTAL: _____

| OFFICE USE ONLY | |
|--|---|
| DATE: 9/3/21 | NEW: <input checked="" type="checkbox"/> RENEWAL: _____ |
| LICENSE#: 1706 | FEE: <input checked="" type="checkbox"/> |
| INSURANCE: <input checked="" type="checkbox"/> | REGISTRATION: <input checked="" type="checkbox"/> |
| FARES: <input checked="" type="checkbox"/> | DRIVERS: <input checked="" type="checkbox"/> |
| COUNCIL: _____ | POLICE: _____ |

EXPIRES ANNUALLY ON DECEMBER 31ST

Owner Name: Lisa Landon Date of Birth: 7/20/69
 Driver's License No.: BB223914K Email Address: lisa@lci-transportation.com
 Phone Number: (208) 721-3946 Number of Taxi Vehicles: 4
 Company Name (LLC): LCI Transportation DBA: Miller's Limo
 Company Physical Address: 115 Coyote Bluff Dr. Hailey ID 83333
 Mailing Address: PO Box 4737, Hailey, ID 83333
 Company Phone Number: (208) 720-3861 Operating Manager: Clay Landon

1. Have you within the last three (3) years: been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? Yes _____ No X

If yes, please explain: _____

2. Have you had a similar license revoked, denied or suspended by this city or any other city of this state, or of the United States, within the past three (3) years? Yes _____ No X

If yes, please explain: _____

Lisa Lee Landon [Signature] 8/24/21
 Print & Sign Name Date

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 208-788-4221

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration of an agreement terminating a pedestrian easement in exchange for the construction of a nonmotorized trail connecting Old Cutters and Sunbeam neighborhoods to the Toe of the Hill Trail.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 16
(IF APPLICABLE)

BACKGROUND: On May 19, 2020, the Hailey City Council approved the Preliminary Plat of Sunbeam Subdivision, which consists of 85 units on 70 lots. As part of this approval, a nonmotorized easement was created on the north edge of the subdivision (on Lot 32) creating a partial connection from Gray's Starlight Street to the Toe of the Hill Trail. To complete the connection, an easement was needed from the property owner to the west. Staff was unsuccessful in negotiating this easement, and ultimately the property owner has declined to grant a nonmotorized easement across his property.

As an alternative, the developer of Sunbeam (Marathon Partners) has proposed to build a nonmotorized trail approximately 300 feet to the east on city-owned property in Old Cutter subdivision, generally at the corner of Grays' Starlight and Myrtle Streets. The trail will connect over the canal to the existing Toe of the Hill Trail in Cutters. Permission has been granted from the canal company and the Old Cutters HOA. The Blaine County Recreation District Head of Trails Eric Rector will install the trail some time in October. This trail is very close to the trail envisioned in Sunbeam Subdivision, and will serve both neighborhoods. The nonmotorized easement on the Sunbeam Subdivision Plat will not be terminated until the trail is constructed.

ATTACHMENTS:

- 1. [Termination of Easement Agreement](#)
- 2. [Sunbeam Subdivision Lot 32 easement to be terminated](#)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing on the Sunbeam Subdivision Final Plat Application for Phase I, and approve the final plat.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve Resolution 2021-092 authorizing the Preliminary Plat Application by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots, finding that the application meets all City Standards,

CITY OF HAILEY
RESOLUTION NO. 2021-092

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AN AGREEMENT TERMINATING A
NONMOTORIZED AGREEMENT IN EXCHANGE FOR THE CONSTRUCTION OF A
TRAIL**

WHEREAS, the City of Hailey has approved the Preliminary Plat of Sunbeam Subdivision on May 19, 2020, and

WHEREAS, that approval included a nonmotorized easement connecting to adjacent private property for the purposes of constructing a trail; and

WHEREAS, the adjacent private property owner was unwilling to grant an easement, necessitating a change in location for the trail; and

WHEREAS, this Resolution authorizes the Mayor's signature on the attached documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the

Passed this 13th day of September, 2021

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

TERMINATION OF EASEMENT AGREEMENT

This Termination Of Easement Agreement ("Agreement") is made as of _____, 2021, by and between Marathon Partners, LLC ("Company"), an Idaho limited liability company and the City of Hailey, Idaho, a Municipal corporation ("City" and together with Company, the "Parties").

1. Recitals. This Agreement is made in contemplation of the following facts and purposes:

1.1 Company is the owner of the real property ("Company's Property") commonly known as the Sunbeam Subdivision Hailey, Idaho.

1.2 As an incident of subdivision of Company's Property, Company granted to the City an easement on Lot 32 of Company's Property ("Easement") more particularly described and defined in the plat of Sunbeam Subdivision Phase 1 recorded as Instrument No. 682301 in the records of Blaine County, Idaho.

1.3 The Parties desire to terminate the Easement as provided herein.

1.4 In view of the foregoing, and for valuable consideration received, the Parties agree as hereinafter provided.

2. Termination of Easement Agreement. On the date on which the conditions to Company's obligations as set forth in paragraph 4 are fulfilled ("Effective Date"), the Easement and all of the City's and the public's right, title, estate and interest in the Company's Property arising thereunder or associated therewith shall be fully and finally, released, surrendered and terminated.

3. Consideration. In consideration for terminating the Easement, the Company agrees to construct a pedestrian trail ("Trail") connecting the existing Toe of the Hill trail from the corner of Gray's Starlight and Myrtle as conceptually depicted on Exhibit A attached hereto.

4. Condition. Company's obligations hereunder are expressly conditioned upon the City approving an amendment of the Sunbeam Subdivision plat map to eliminate the Easement. Company agrees to make application to amend the plat map and City agrees to process the application diligently.

5. Release of Liability. Upon Grantor's delivery of the consideration mentioned in paragraph 3 above, effective as of the Effective Date, Company shall be fully and unconditionally, irrevocably and absolutely released and discharged from any and all obligations arising from or connected with the provisions of the Easement.

6. Miscellaneous

6.1 Voluntary Agreement. The Parties have read this Agreement and the mutual releases contained in it, and on advice of counsel they have freely and voluntarily entered into the Agreement.

6.2 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's or arbitrator's decision.

6.3 Entire Agreement. This Agreement merges all prior negotiations and agreements whether oral or written, between the Parties and contains the entire agreement between the Parties with respect to the termination of the Easement.

6.4 Successors. This Agreement shall be binding on and inure to the benefit of the parties and their successors.

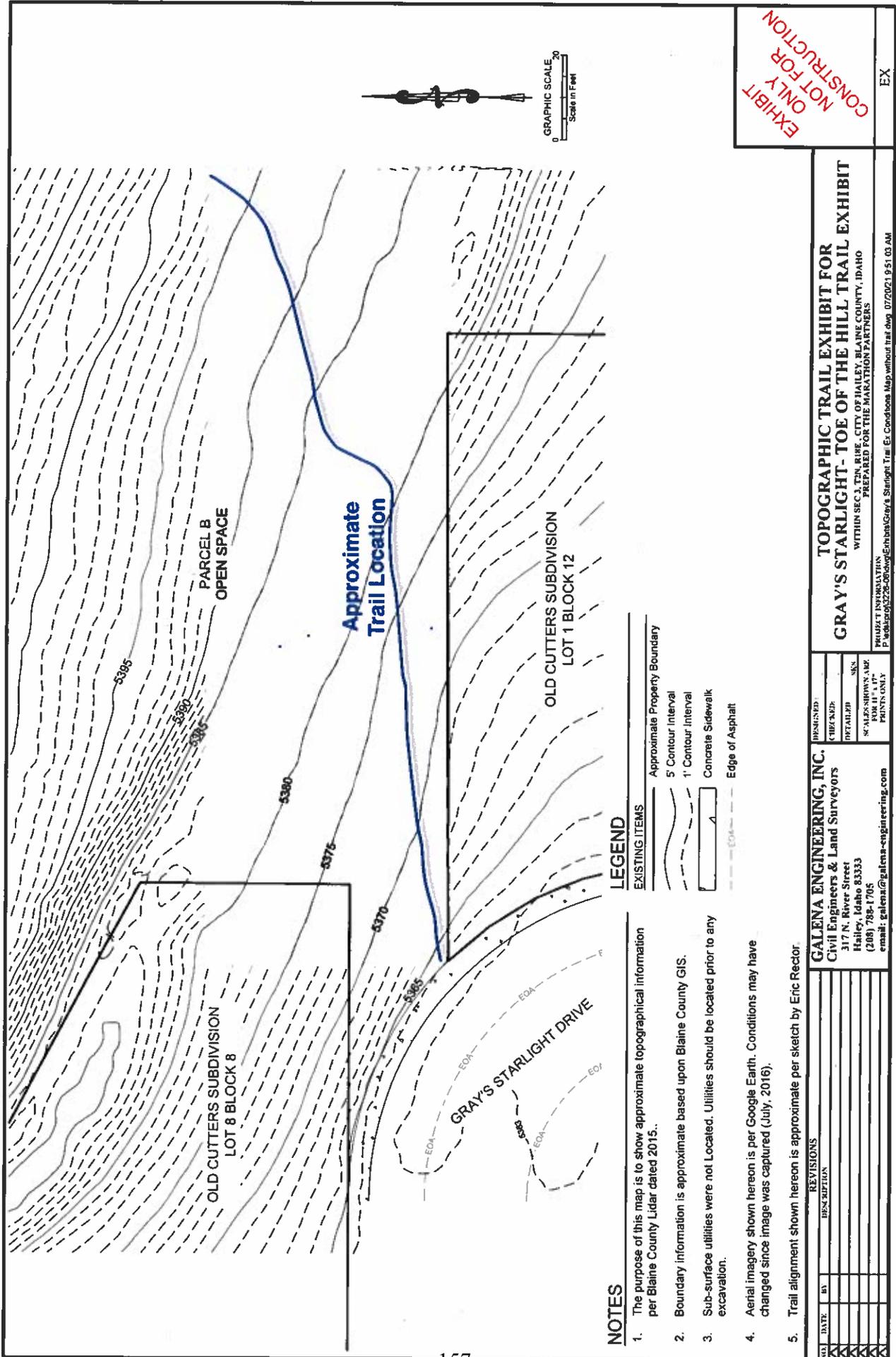
This Agreement is executed as of the date first above written.

Marathon Partners, LLC, an Idaho
limited liability company

City Of Hailey, Idaho, a municipal
corporation

By: _____
Edmund Dumke, Manager

By: _____
Martha Burke, Mayor



NOTES

1. The purpose of this map is to show approximate topographical information per Blaine County Lidar dated 2015.
2. Boundary information is approximate based upon Blaine County GIS.
3. Sub-surface utilities were not Located. Utilities should be located prior to any excavation.
4. Aerial imagery shown hereon is per Google Earth. Conditions may have changed since image was captured (July, 2016).
5. Trail alignment shown hereon is approximate per sketch by Eric Rector.

LEGEND

- EXISTING ITEMS**
- Approximate Property Boundary
 - 5' Contour Interval
 - 1' Contour Interval
 - Concrete Sidewalk
 - Edge of Asphalt

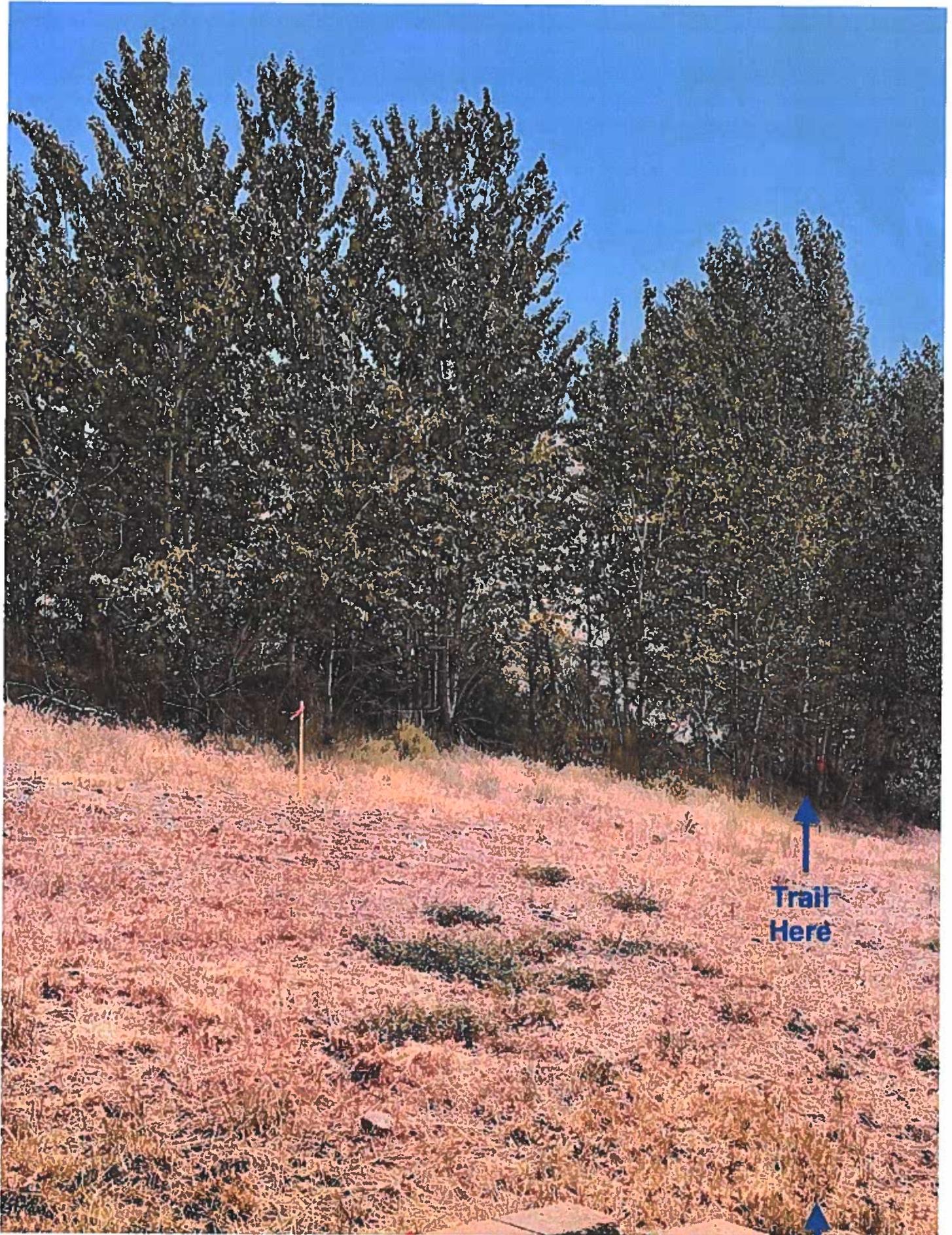
| NO. | DATE | BY | REVISIONS |
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GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83333
 (208) 784-1705
 email: galena@galena-engineering.com

DESIGNED: []
 CHECKED: []
 DRAWN: []
 SCALE: AS SHOWN
 FROM: 1/4" = 10'
 PRINT: ONLY

TOPOGRAPHIC TRAIL EXHIBIT FOR GRAY'S STARLIGHT- TOE OF THE HILL TRAIL EXHIBIT
 WITHIN SEC. 3, T2N, R1E, CITY OF HAILEY, BLAINE COUNTY, IDAHO
 PREPARED FOR THE MARATHON PARTNERS

EXHIBIT NOT FOR CONSTRUCTION EX



Trail
Here

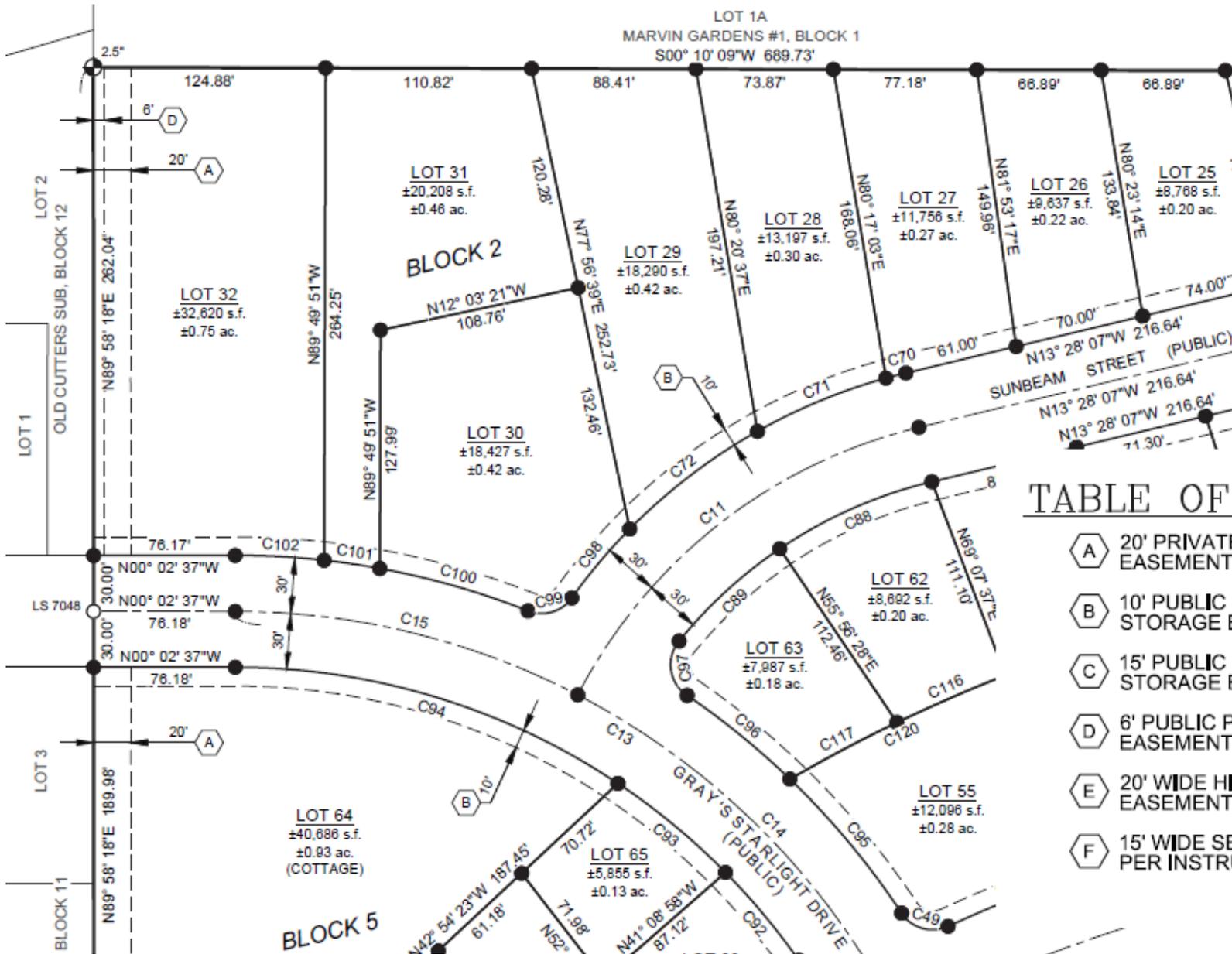


TABLE OF EASEMENTS

- (A) 20' PRIVATE IRRIGATION EASEMENT TO BENEFIT THE HOA
- (B) 10' PUBLIC UTILITY AND SNOW STORAGE EASEMENT
- (C) 15' PUBLIC UTILITY AND SNOW STORAGE EASEMENT
- (D) 6' PUBLIC PEDESTRIAN ACCESS EASEMENT
- (E) 20' WIDE HIAWATHA CANAL EASEMENT
- (F) 15' WIDE SEWER EASEMENT PER INSTRUMENT NUMBER 546901

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 16, 2021 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

**MINUTES OF THE SPECIAL MEETING OF THE
HAILEY CITY COUNCIL
HELD AUGUST 16, 2021
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:00 P.M. by Mayor Martha Burke. Present were Council members Kaz Thea, Juan Martinez, and Heidi Husbands. Staff present included City Attorney Christopher P. Simms, and City Administrator Heather Dawson.

Sam Linnet, not in attendance.

[5:00:29 PM](#) Call to order.

Open Session for public concerns:

[5:01:01 PM](#) No Comments.

PUBLIC HEARINGS:

PH 289 Consideration of amendment to the FY 2021 Budget, which would increase Hailey's annual appropriation by \$950,000 for the purchase of real property, and by \$200,000 for the Cares Act Small Business Grants passed through to Hailey businesses in January, 2021. ACTION ITEM

[5:01:54 PM](#) Heather Dawson explained action tonight is to look at and improve or consider an increase to the budget. Dawson explained the process to amend the budget. Dawson stated original budget is \$12,728,166 and increase proposed is \$1,150,000, concluding total budget will be \$13,878,166. Dawson explained in order to increase budget, need to show increase of revenue. Dawson noted typo on page displayed right now to council, should read FY 2021, not FY 2020. Dawson explained increase of revenue is from the Care Acts, small business grant of \$200,000 received in January 2021 and \$950,000 from Capital Funds balance to purchase real property adjacent to City Hall. We have not budgeted these funds yet.

[5:05:45 PM](#) Thea asked what type of businesses could the grant go to. Dawson explained there were 34 businesses that received the grants, these grants issued in January 2021, funds.

[5:07:05 PM](#) Mayor Burke opened public comment.

[5:07:42 PM](#) Keith Winnovich, 1551 N 2nd Ave, knows what the Cares Act was for. The other is the real property purchase, assuming that being proposed is for a town center kind of thing. He has worked with Chase (Goulay) before, and he is very capable. He is struggling with the business case, are we trying to get more people in or just to procure the property? Otherwise just an expense. Has not seen any kind of proposal, if the point is to get more people here to create more business or, struggling with why someone would build there. Very fortunate that we have as many parks as we do. What is the value to the city right now?

[5:10:19 PM](#) Mayor Burke explained the goal was to own the old post office, that it increases the city campus that would allow the City to expand various departments,

[5:12:19 PM](#) Thea stated in between there is a big space, that could be used for a gathering space.

[5:14:38 PM](#) Mayor Burke closed public comment.

[5:14:54 PM](#) Husbands is definitely for adding the cares act to the budget. Does not think we should purchase the building out of the capital fund, thinks should put in front of voters to make that decision.

[5:15:54 PM](#) Juan stated this seems like paper work from staff perspective.

[5:16:16 PM](#) Mayor Burke asked for a motion.

[5:16:24 PM](#) **Juan motioned to adopt a tentative not to exceed FY 2021 budget \$13,878,166. Thea seconded. Husbands – nay. Thea- Yes, Juan-Yes. Linnet absent. 2-1.**

[5:17:50 PM](#) **Juan motioned to adjourn. Thea seconded. All in Favor.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 23, 2021 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD AUGUST 23, 2021
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:28 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:28:19 PM](#) Mayor Burke calls the meeting to order

Open Session for public comments:

[5:28:42 PM](#) Mike McKenna with Chamber of Commerce, presenting \$15,000 for local fireworks this year, community came together.

CONSENT AGENDA:

| | | |
|--------|---|----|
| CA 290 | Motion to approve Resolution 2021-079, setting appointments and terms for the Hailey Arts and Historic Preservation Commission (HAHPC) ACTION ITEM | 1 |
| CA 291 | Motion to approve Resolution 2021-080, authorizing the Mayor to sign the Word-Based Learning Experience Agreement between the City of Hailey and the Idaho Division of Vocational Rehabilitation ACTION ITEM | 4 |
| CA 292 | Motion to approve Alcohol Renewals ACTION ITEM | 9 |
| CA 293 | Motion to approve minutes of August 9, 2021 and to suspend reading of them ACTION ITEM | 26 |
| CA 294 | Motion to approve claims for expenses incurred during the month of July, 2021, and claims for expenses due by contract in August, 2021 ACTION ITEM | 37 |
| CA 295 | Motion to approve unaudited Treasurer’s report for the month of July 2021 ACTION ITEM | 57 |

[5:30:44 PM](#) Linnet moved to approve all consent agenda items, seconded by Martinez motion passed with roll call vote. Martinez, yes. Linnet, yes. Husbands, yes. Thea, yes.

PROCLAMATIONS AND PRESENTATIONS:

PP296 *Life Saving Commendation for Officer Andrew Tucker (no documents)*

PP297 *POST Certificates for Andrew Tucker and Bryan Davis (no documents)*

[5:31:27 PM](#) Chief England commendation. Manny Ornelas. Has certification and can help us intermittently. Peck / Wallace, good feedback at recent school board meeting. Nice to get feedback while he was out of town, have personnel step up to take leadership roles while out of the office.

[5:33:42 PM](#) officer Davis is out of town right now, came from California. Andrew Tucker has been with us for 16 months, certificate about 2 months ago. [5:34:28 PM](#) Officer Tucker stands with England, medical call for service 2 months ago. Medical emergency, 10:28 at night on

Sunday, Tucker and Cervantes were on that night, within 2 minutes he arrived, performed CPR for 90 seconds, 71 year old gentleman visiting from Florida. Stayed until medics arrived, while Tucker performed CPR, paramedics arrived, went to hospital, care flighted to another hospital, triple bypass surgery, appreciation of gratitude. Presents life [5:38:20 PM](#) saving award and pin that he can wear if he chooses to do so. [5:38:52 PM](#) Tucker appreciates the recognition and states that he did what anyone else would do. [5:39:15 PM](#) England, in day to day police work, a lot of times, we take for granted, nice to see positive results. England, reads from letter. [5:40:12 PM](#) “will be celebrating 50-year wedding anniversary next month” applause by room.

[5:32:09 PM](#) Thea arrives.

[5:41:28 PM](#) Burke every now and then good things happen.

Appointments:

[5:43:11 PM](#) Mayor Burke thanks the new appointees, to the Arts and Historic Preservation Commission.

PUBLIC HEARINGS:

PH 298 Consideration of acceptance of Idaho Department of Parks and Recreation Grant award in the amount of \$710,840 for a municipal campground at 89 Croy Creek Road and a proposal by the Wood River Land Trust for purchase of a Conservation Easement on 22 acres of the property
ACTION ITEM

[5:43:30 PM](#) Mayor Burke asks that hold off on council deliberation. 2 prongs, presentation from Chamber and presentation from the WRLT. 2 different discussions which will affect our discussions.

[5:44:40 PM](#) Horowitz, nothing else to do, however you want to proceed.

[5:45:08 PM](#) Burke asks Wood River Land Trust (WRLT) to speak first. Keri York from WRLT speaks to council. We have been discussing this process from about 1 year. We updated the Greenway Master Plan to include this property. York, WRLT was formed in 1994, preserving property in perpetuity. Our natural resources are more important than ever. Important to our community and wildlife. [5:48:03 PM](#) we can find solution between growth and preservation. WRLT is not in support of a campground in this property. Letter of intent, in packet, value in letter based on city appraised value because city would still own the property, WRLT would purchase an easement. Another appraisal would need to be done by WRLT. encourage council to consider this offer from WRLT. [5:49:48 PM](#)

[5:50:13 PM](#) Mayor Burke asks Chamber to speak next.

[5:50:32 PM](#) Jane Drussel speaks to council. [5:50:59 PM](#) You are moving forward to a decision that will have a huge impact on our community. We have campers on our streets in the city, and county rights of way. By having a campground, you do protect your environment. We will not ever have a grant opportunity, [5:52:12 PM](#) council has a duty to act for city’s behalf, not on a

few oppositions. There are not enough reasons to say no to this. [5:52:57 PM](#) As for the offer, it does not begin to cover the costs of the property or the grant we've received. If city does not move forward with this WRLT should give enough money to purchase property and develop a campground elsewhere. [5:53:56 PM](#) Drussel just went to Montana, looked at various cities, Arco has a beautiful campground off the main road. Many cities have campgrounds. [5:54:44 PM](#) lived in this city for many years, we need to get this done. We need to look at a lot of different things.

[5:55:09 PM](#) Harry Griffith, Sun Valley Economic Development (SVED), is in support of the campground. Has done some analysis on the spend, about \$33/camper. Taking into account the grant amount and construction monies, \$6 million dollars over 10 years. Just completed inventory study, the balance of [5:56:28 PM](#) 2.5 people per campsite, you are giving up real economics. Griffiths emphasizes, comments are confident of a future grant award, you cannot count on that. This is a [5:57:32 PM](#) economic driver, foolish to not approve.

[5:57:43 PM](#) Marlon Peck speaks, the Chamber Board supports a campground at this site, Hailey desperately needs a campground, we have no choices right now. People are living in their cars in Jackson Hole, we are not far behind this nightmare. [5:59:08 PM](#) SVED estimates will bring in \$500,000 per year for our community. This is the best use of this space. This is a safe option, and safest way to protect our property. [6:00:03 PM](#) many of our local events, may not be possible without this campground. You need to support our local businesses. This meets both our goals. And as a member of the community, he was born and raised here in the valley, we cannot afford to stay in hotel while traveling for sports, this is a great option for our community. Peck loves our community, wants to preserve it too. This is the best option.

[6:01:56 PM](#) Mike McKenna Hailey resident speaks to council on behalf of his family. Speaking on behalf of the community, was sitting in one location for 3 hours at Jane's Artifacts, got hundreds of petition signatures in that time. The kids who sat, got a signature every 5 minutes. Made him proud of these kids, only 1 person said they were not in support of the campground. These signatures represent all age groups, locals. [6:04:10 PM](#) tells a story about a visitor that used to live here, and was excited about the campground opportunity. There are firemen that signed this petition in support of the campground. [6:05:03 PM](#) Of the 28-acre parcel, the campground won't take up but 3 acres of this land. 5 acre parcels out Croy are selling for \$100,000 or more right now. [6:06:16 PM](#) I care about this place, I will be here when some of you are gone. Do the right thing for all of us, McKenna prays that you will do the right thing.

[6:07:48 PM](#) Dana Orzel, lives at 77 Croesus Creek Road, spoke with Mayor Burke on the phone. What happened before this campground became such a critical issue? We have lots of schools, showers, and toilets that sit empty during the summer, why can't these be used when students aren't in session. Mayor Burke replies, that she suggested that Orzel contact the school district board with his question.

[6:09:48 PM](#) Nelson Mills Hailey resident is in support of this campground. For 2 reasons, preservation of our watersheds and canyons and 2 is fire prevention. From a preservation perspective, noxious weeds are a huge issue. These canyons have a lot, dispersed recreation spreads noxious weeds. Developed recreation in a campground will stop the spread of noxious

weeds because methods could be used to remove the weeds. From a fire prevention standpoint, developed recreation with campground, developed, stops [6:11:22 PM](#) look at fires in the past, target shooting unattended? If we develop a campground, we will stop a lot of fires, it is simple to stop these fires. Feels strongly about this, economic benefits.

[6:12:27 PM](#) Dayna Gross 1031 Red Elephant arguing about involvement, inappropriate place. Mixed messages about camping around town, may not have anything to do with the campground. Grants don't change much, opportunities to get them in the future, 99% chance can get the same grant next year. Shocked that the WRLT, they are helpful in this process, they have to maintain the easement. Happy we have a WRLT willing to step up. Take a breath and replan it out, not the best solution.

[6:14:56 PM](#) Mark Acker, 25 Pioneer View Drive, loves Hailey, has lived here for almost 40 years, been evacuated twice, property burned once. Spent 1 whole day speaking to China Gardens residents, all were opposed to the campground. [6:16:29 PM](#) also spoke with campground host at the State, couldn't believe we were thinking about it, problems she dealt with everyday when she was a host. Acker is opposed to this campground. Acker makes a few suggestions, campground on Broadford Rd, at the Street department. Acker has spoken with grantee at state, will give Hailey another grant. [6:19:24 PM](#) Mayor Burke asks for the name of the campground host he spoke with.

[6:20:03 PM](#) Steven Garman, is one of 3 Wood River Fire Commissioners. [6:21:59 PM](#) Garman speaks as an individual, and is against this campground, due to fire dangers.

[6:22:50 PM](#) Gray Young, of 43 Pioneer View Drive, is not an expert in fire suppression, or weed control. There should be another alternative. [6:24:04 PM](#) The bridge is already congested; more traffic could cause an accident or kill someone. Use your brains here, not trying to insult you. Wildlife are there. Let's please, as a resident, let's not put it here. Think about this more. There has to be areas, like a brownfield area where you can put a campground there. [6:26:43 PM](#) 2 years ago, when they arrived, someone burning a field, started a large fire, luckily BLM and local fire departments put it out, about 1 mile from his house, could be tragic.

[6:27:43 PM](#) Roger Riccardi, a Croy Canyon resident, have a young son, walked up Carbonate Mountain, and couldn't imagine that city leaders would consider putting a campground in this place. He has heard the pleas, looked up information, most campgrounds are away from here, Hayspur, campgrounds are about 15 minutes away.

[6:30:08 PM](#) Michael Frith, China Gardens resident thinks a campground is a great idea, but not in this spot. Simons Bauer preserve, put some money into Lions Park. Risk/reward, damage the riparian area, if you can see wildlife. Frith suggests putting the campground at McKercher park.

[6:31:42 PM](#) Bobbio Emmanuele speaks, of 151 Little Indio Lane, offers his expertise. European central bank, and other organizations. Economic impact of the campground, numbers are a bit different than what was presented earlier. In this community, we should find the value of this campground for the community. Numbers, \$324,000 per year. [6:34:08 PM](#) believe the main difference, certain number of people come to the valley anyway. 50% of the people are already

coming to the area and already spending. [6:35:20 PM](#) approx. 1/3, around \$100,000 is what the city would earn. Campground fees, is that enough money to maintain the campground. [6:36:31 PM](#) believes economic value, extending the preserve, possibly the best option and value to the community.

[6:37:37 PM](#) Jerome Scher of 46 willow creek is vehemently opposed to the campground, so much traffic, the bridge is an hour glass. Is this going to solve dispersed camping, no. fire danger, traffic, beautiful preserve, is against the campground.

[6:38:50 PM](#) Karin Lindholm of 21 Rodeo Drive, is opposed the campground, for reasons most people have spoken in these meetings. Find another location. Keep it for the taxpayers that vote for you.

[6:39:43 PM](#) Glenn Grow of 78 Pioneer View Drive, this week took photos of elk on the proposed campground, it is an amazing wildlife corridor, and substantial thoroughfare. hands out the photos to council.

[6:40:52 PM](#) Barbara Scher of 46 Willow Creek has lived in the valley for 33 years. Lived in Croy Canyon for almost 20 years. Is a registered nurse. Traffic on Main Street is bad. RV's will be going through 4 way stop by the park with kids and drive by the neighborhood. Would you want RV's driving by your house everyday? Lions Park with traffic, people riding bikes out Croy Canyon, don't see how a campground is being considered, firmly opposed.

[6:43:38 PM](#) Rick Sanders of Croesus Creek Road, has 2 points, BLM has campgrounds around the area. The City of Bellevue, asked them to not put it (campground) in a residential area, says in there, agreed to it because they don't want it close to residences. This is 3/10ths of a mile from residential area. Got information from an Insurance agent, cancelled insurance in California, cannot get fire coverage. [6:46:04 PM](#) Croy Canyon is an 8 rating according to his insurance agent. If close to a campground, then insurance will be cancelled. Should not put people in danger

[6:47:50 PM](#) Therese Magner of 121 North Colorado Gulch Road. People have been speaking to city and WRLT for 7 months. For all reasons and others, hopes council will make right decision today.

[6:48:34 PM](#) 2 minute recess, by Mayor Burke.

[6:53:02 PM](#) reconvene meeting by Mayor Burke. Asks if council is comfortable discussing this now? We have 2 public projects that represent enhance community, all trying to come to a solution, striving to do this. We've had to discuss in public forums, hope council will come to a decision.

[6:54:22 PM](#) Sam Linnet, wants everyone to take a big breath. It is council 's job to hear everyone, think it through, disagreed with many concerns of bringing a campground, wants everyone to know has not made up his mind. Listening to perspectives. This is not an easy decisions, lots of people with strong opinions. There are 2 good options, valid points on both sides. Conservation perspective, least impact on elk, and traffic, currently 35 parcels

undeveloped, compared to other impacts, won't only impact this parcel. Favors campground in many ways, fire from camping out Quigley this spring from dispersed camping. It would give a place for people to recreate. Proper infrastructure will help many ways. When first started this discussion, was in favor of campground. Initially, had issues with Croy campground comments, saying that fire is still an issue, as won't have fires at this campsite. Not the way WRLT approached this, but how the Croy residents approached them. Gary Slette, attorney for the Croy Canyon residents call Linnet, and suggested to Linnet, to sell property to a developer. Conservation is still important, 4 acre campground on 28 acre parcel, is a minimal impact, when it is seasonal. [7:00:14 PM](#) Linnet, need to be aware this is huge opportunity for our city, elected by residents, we need a campground, has used many of them. Interested in hearing council's thoughts on this location. Another grant is not guaranteed, kicking the can down the road if we don't consider this. Or at least have a good idea as an alternative. Important distinction to listen to voters, on petition.

[7:02:24 PM](#) Husbands asks when do we have to use the money? Horowitz, have 2 years to construct project, last day of August need to respond to grant. [7:02:59 PM](#) who would build this campground, combination of city crews and contractors.

[7:03:22 PM](#) Yeager answers Husbands question, full construction season and part of another one. Largely street dept. is there water? Yeager, minor well, and drip for plans, and cistern for fires, tank in ground.

[7:04:35 PM](#) Martinez, some signatures are from kids he's coached. Disappointing to hear claims against different people like, "never going to shop at your store again?" not the humanitarian lifestyle that folks moved here for. Something very magical out Croy Canyon. Natural response to preserve what you have. You have strong representation, and should be proud of that. This is a hard decision as Linnet mentioned. Have to consider a win-win possibility, 28 acres, only using 4 acres, share in the glory of this preserve, just like we share our valley with each other. There is an identity crisis. Why are you driving down this road, there is a perfect opportunity to share this with others. The host is an advocate for our community.

[7:08:50 PM](#) Thea recognizes the difficulty in this decision, feels mixed on many levels. Wants to keep extreme viewpoints aside. Trained as a wildlife biologist, great way to share the space. Deeply want a campground for our community, we don't have a spot, would like to see us, if we turn down this offer. Thanks to Robyn for getting this grant, feels we could get it again. If we reject it, may not be offered it again. Wishes there was an easy answer, want a campground, appreciates the numbers that were presented tonight. Struggling with how this all came down. Wish we had foresight for inclusivity in the beginning. We jumped on the grant, sorry that it turned out like this, sorry it has caused such turmoil. Emotions are strong. Don't agree with all that has been said, we all come from different places. Could vote now or state where she is leaning. If vote this down, hope that those who promised to help, keep their word. Want to return Lions Park to wetlands. Wants floodplain connected again, and remove the dump. Leaning towards preserving this property. [7:15:03 PM](#) And really want a campground.

[7:15:30 PM](#) Husbands, do we have to work with county to get approval? Horowitz yes, we would need a Conditional Use Permit (CUP), to have the campground. What about the bridge?

[7:16:04 PM](#) Yeager it would be nice to expand.

[7:16:43 PM](#) Linnet asks about a bike path, Yeager responds, bike path easement, concept of path has been discussed. Can funds be used for a bike path? [7:17:34 PM](#) Horowitz, replied no.

[7:17:43 PM](#) Husband, understanding both sides, business side and Croy Canyon resident's side. Believes best interest is to preserve this area. Feels strongly that we need to preserve it, supports preservation. Thinks wildlife deserves a chance.

[7:19:20 PM](#) Burke, we have options, kicking it down the road, decide how to proceed tonight.

[7:19:51 PM](#) Thea, has a question to WRLT, letter presented, attorney for WRLT, John Seiller, states that this is not an offer, worries about that statement. Please explain that piece.

[7:20:30 PM](#) Amy Trujillo with WRLT, want to work with the city, need to get an appraisal.

[7:20:56 PM](#) Thea, only concern is about that clause, gives her pause. Want to believe you.

[7:21:20 PM](#) Trujillo, agrees city needs a fair price for the easement, confident we can come to agreement. [7:21:55 PM](#) Linnet asks, are there any issues with a bike path going through the property? Trujillo responds, no problem.

[7:22:01 PM](#) Simms, negotiating that offer, have every faith that they will move forward with it. Private conservation easement? Trujillo, yes correct.

[7:22:57 PM](#) Martinez, this is a very emotional situation. This whole area is a wildlife corridor, preserving the respect to that is the focus. 4 acres used of the 28 acres, hearing this as one or the other, but feel it is a chance to have both.

[7:24:41 PM](#) Thea did an assessment on property for the recreation district years ago when it was used as recreation in the winter. It was clear that certain areas needed protection that is why dogs were not allowed. [7:26:01 PM](#) would need to limit the campground size than what is proposed, would stand behind that.

[7:26:22 PM](#) Linnet conservation issues speak to him, camping localized is a win in his mind, we need to provide adequate infrastructure. Does seem like it is a split vote now. [7:27:57 PM](#) Simms sees 4 options. Motion to accept, one of them.

[7:28:15 PM](#) Simms suggests.

[7:28:51 PM](#) **Martinez, moves to accept the grant, Linnet seconds. Motion failed with roll call vote; Martinez, yes. Thea, no. Linnet, yes. Husbands, no. Burke speaks, when she moved here, there were no subdivisions, nothing out the side canyon. They bought Quigley canyon when mr. fox died in a tractor accident. Wanted to develop it. We had a chance to protect that canyon where you live, you subdivided, dogs and horses, now you are telling us that you do not want this. Dilemma, what you are asking us to do, if we go ahead and ask**

for a CUP from county, may get turned down. Would rather see a preservation aspect. When we move ahead it won't be because everyone says "not where I live." [7:32:10 PM](#) Burke thinks it is a risk in taking a CUP to the county. Burke has alienated everyone in this room. Telling camp supporters want it. Truth lies, don't want to accept grant because of risk. Burke, votes no.

[7:33:26 PM](#) Thea makes motion to accept offer of easement from WRLT letter 28-acre parcel out Croy Canyon, Martinez seconded. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, yes.

[7:34:42 PM](#) Burke thanks all for their involvement.

[7:35:21 PM](#) Mayor Burke calls a recess.

[7:41:00 PM](#) reconvene meeting.

NEW BUSINESS:

NB 299 Discussion with SVED Harry Griffith regarding how Hailey's \$3,000 budget line item in FY 2022 budget may develop into a contract for service. ACTION ITEM

[7:41:21 PM](#) Harry Griffith SVED presents, asks for council's support for FY 2022 budget, has supported them at lesser amounts in the past. This year is a little different. Supported by grant Id Department of Commerce, under \$10,000 from Sun Valley city. Have public and private sector board, Thea is represented on that board. [7:43:19 PM](#) want to raise the economy for the entire valley, spoke with Dawson and Horowitz to let them know what SVED can do for Hailey. Last year, emphasis on Covid, discussed specific things, trying to help Hailey and business community. Want to help Hailey understand about the funding program, learn something new daily, on board of Region 4 development. Horowitz, with census data coming out, will look at what this means. Will start a quarterly dashboard instead of the traditional reports, at the county level. Will be available to do other analysis when necessary. Feels \$3,000 is reasonable.

[7:46:44 PM](#) Dawson adds, \$2,000 is in the budget. This conversation is intended to draw out any other ideas to draw up the contract for services. Horowitz adds, great resource for Hailey, knows how valuable this resource is to us. Thea, [7:47:58 PM](#) agrees they do provide great information to us. [7:48:19 PM](#) Linnet asks, would like to see middle and low income shown. Action Plan on Housing and Infrastructure. Linnet has looked at wage data, love to have conversations about increasing wages. [7:49:43 PM](#) pay people more and charge more. [7:50:04 PM](#) Thea, because so much has happened in the last year, wasn't as critical. [7:50:26 PM](#) Martinez, went to the 2019 summit, need to be a part of it. Griffith cancelled this year's summit, may do a virtual 2 day discussion. [7:51:18 PM](#) Thea, SVED does interesting forums, several per year. Griffith, we have an avalanche of money put into our area with CARES and there is more coming in.

NB 300 Consideration of Resolution No. 2021-081 authorizing the Mayor and/or city officials to sign closing documents authorizing subject transaction of the City of Hailey's purchase of real property at 116 South River Street through Sun Valley Title Escrow No. 21419139 ACTION ITEM

[7:52:26 PM](#) closing documents. Simms you've voted on the substance of this, matter of formality.

[7:53:05 PM](#) Linnet, include lot 19 in motion? Simms, correct.

[7:53:23 PM](#) Linnet moves to approve Resolution 2021-081 authorizing Mayor to sign all closing documents got purchase of real property at 116 South River Street, Martinez, seconds. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, no.

NB 301 Discussion pertaining to current public health status resulting from Covid Delta variant cases rising and critical hospital capacity (no documents) ACTION ITEM

[7:54:03 PM](#) Simms, everyone knows our situation, current emergency order, advisory only.

[7:54:51 PM](#) Linnet gives notes from last week's meeting. South central health district, St. Luke's positivity rate shooting up, ours not as high as others. Our numbers are misleading because of visitors, if positive, then it goes back to where they live, not reflect in our numbers locally. [7:56:07 PM](#) infuriating that people come here sick, knowing they are sick and then are hospitalized. All of our numbers are going up. Locally numbers are getting a little better. Local doctors are struggling with staffing issues, labor shortage. Break throughs are happening but not as big as concern as unvaccinated. Predicted peak mid-October. All of our data is 2 weeks old. [7:58:31 PM](#) health experts suggest mask mandates.

[7:58:57 PM](#) Burke, expressed to staff, not prepared to mandate masks, but in support of recommending masks. Thinks it could be state or governor may require us to go back into Quarantine. They are discussing triage, [8:00:08 PM](#). [8:00:21 PM](#) Linnet, we know masks and social distancing works, advocates doing this earlier than later. People are frustrated about this situation. Under 12 and immune compromised individuals are a reason to practice social distancing and wear masks. [8:01:51 PM](#) Husbands, thinks businesses need to wake up and ask for people to wear masks, be proactive.

[8:02:38 PM](#) Thea, disturbing to her that school board members had to be escorted out from their meeting due to pressure from people not wearing masks.

[8:03:29 PM](#) Martinez, we have 4 voices, not trying to hear people. There are a group of people that feel they won't get covid due to their protocols, vitamins, or other supplements. We've done a great job, learn from previous.

[8:05:33 PM](#) Burke, at the Museum, signs, masks recommended. Suggests getting copies of that and pass out to businesses. [8:06:20 PM](#) Martinez suggests idea. Linnet, are you in favor of another mask mandate? Martinez, yes. We've already been through this before. [8:07:29 PM](#) Burke, we do know, those who won't wear a mask, won't, businesses won't enforce. Then battlelines are in place again. Suggests, all businesses, get them on board, support recommending wearing masks. This is the first step. Too early to do a mask mandate. [8:08:56 PM](#) Martinez, offer reconciliation. Thea, would like to see the numbers.

More discussion about businesses and mask mandates. Burke, we will know more Wednesday.

[8:10:40 PM](#) Linnet, is Hailey strongly suggesting wearing masks? Burke replies, yes.

OLD BUSINESS:

OB 302 2nd Reading Ordinance No. 1288, calling a November 2, 2021 General Obligation Bond Election to put before Hailey voters a ballot which asks whether the City of Hailey should or should not borrow funds to reimburse for the purchase of real property ACTION ITEM

[8:11:06 PM](#) Burke conducts 2nd Reading of Ordinance No. 1288, by title only.

OB 303 2nd Reading Ordinance No 1289, Hailey annual appropriation ordinance setting forth expenses of the City of Hailey for FY 2022 in the amount of \$16,100,900. ACTION ITEM

[8:11:52 PM](#) Burke conducts 2nd Reading of Ordinance No. 1289, by title only.

[8:12:52 PM](#) Thea what did we decide on WRV and SVED. Horowitz, will be happy to discuss offline, out of her budget.

[8:13:36 PM](#) Dawson, nothing to add.

OB 304 2nd Reading of Hailey Ordinance 1291, amending the Hailey Municipal Code to Title 17: Zoning Regulations, Chapter 17.05, Official Zoning Map and District Use Matrix, Section 17.05.040, District Use Matrix, to amend General Residential Zone District setbacks by adding a new note, Note #24, to the Minimum Side Setbacks, which establishes new light and air setbacks from side yard property lines abutting private property based on building height, and amending the base side yard setbacks abutting private property from ten (10) feet to eight (8) feet. ACTION ITEM

[8:13:57 PM](#) Burke conducts 2nd Reading of Ordinance No. 1291, by title only.

[8:14:54 PM](#) Motion to adjourn by Martinez, seconded by Linnet, motion passed unanimously.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of August 2021.

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

| 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 |
|---------------------------------------|-----------------|---|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 50474 CENTURY CONTRACTORS INC. | | | | | | | | | | | |
| APPLI | 1 | APPLICATION 5 payment | Invoice | 07/25/2021 | 08/31/2021 | 18,404.51 | 18,404.51 | 160-56-41549 | 18.55.0003.1 | 821 | 1 |
| Total 50474 CENTURY CONTRACTORS INC.: | | | | | | 18,404.51 | 18,404.51 | | | | |
| 722 FRANKLIN BUILDING SUPPLY | | | | | | | | | | | |
| 107727 | 1 | 1077271 TREX TRANSCEND ISLAND MIST SQUAR | Invoice | 06/22/2021 | 07/22/2021 | 122.00 | 122.00 | 120-50-41539 | 18.50.0003.1 | 721 | 1 |
| 109238 | 1 | 109238 CREDIT TREX TRANSCEND ISLAND MIST | Invoice | 06/22/2021 | 07/22/2021 | 610.00- | 610.00- | 120-50-41539 | 18.50.0003.1 | 721 | 1 |
| Total 722 FRANKLIN BUILDING SUPPLY: | | | | | | 488.00- | 488.00- | | | | |
| 8606 HRA VEBA TRUST | | | | | | | | | | | |
| POCFF | 1 | POCff JUL 21 | Invoice | 08/19/2021 | 08/31/2021 | 11,000.00 | 11,000.00 | 160-55-41185 | 18.55.0002.1 | 821 | 2 |
| SEPTE | 1 | MONTHLY VEBA CONTRIBUTION SEP 2021 | Invoice | 08/19/2021 | 08/31/2021 | 132.93 | 132.93 | 100-50-41126 | | 821 | 1 |
| SEPTE | 2 | MONTHLY VEBA CONTRIBUTION AUG 2021 | Invoice | 08/19/2021 | 08/31/2021 | 265.86 | 265.86 | 100-20-41126 | | 821 | 1 |
| SEPTE | 3 | MONTHLY VEBA CONTRIBUTION AUG 2021 | Invoice | 08/19/2021 | 08/31/2021 | 1,783.46 | 1,783.46 | 100-25-41126 | | 821 | 1 |
| SEPTE | 4 | MONTHLY VEBA CONTRIBUTION AUG 2021 | Invoice | 08/19/2021 | 08/31/2021 | 642.49 | 642.49 | 100-45-41126 | | 821 | 1 |
| SEPTE | 5 | MONTHLY VEBA CONTRIBUTION AUG 2021 | Invoice | 08/19/2021 | 08/31/2021 | 509.56 | 509.56 | 200-60-41126 | | 821 | 1 |
| SEPTE | 6 | MONTHLY VEBA CONTRIBUTION AUG 2021 | Invoice | 08/19/2021 | 08/31/2021 | 398.79 | 398.79 | 210-70-41126 | | 821 | 1 |
| SEPTE | 7 | MONTHLY VEBA CONTRIBUTION AUG 2021 | Invoice | 08/19/2021 | 08/31/2021 | 129.23 | 129.23 | 210-15-41126 | | 821 | 1 |
| SEPTE | 8 | MONTHLY VEBA CONTRIBUTION AUG 2021 | Invoice | 08/19/2021 | 08/31/2021 | 129.23 | 129.23 | 200-15-41126 | | 821 | 1 |
| SEPTE | 9 | MONTHLY VEBA CONTRIBUTION AUG 2021 | Invoice | 08/19/2021 | 08/31/2021 | 129.25 | 129.25 | 100-15-41126 | | 821 | 1 |
| Total 8606 HRA VEBA TRUST: | | | | | | 15,120.80 | 15,120.80 | | | | |
| 9902 Marathon Partners, LLC | | | | | | | | | | | |
| DRAW | 1 | Partial Release of Security Deposit #4 | Invoice | 08/27/2021 | 08/31/2021 | 849,413.28 | 849,413.28 | 100-00-20314 | 20.20.0001.1 | 821 | 1 |
| Total 9902 Marathon Partners, LLC: | | | | | | 849,413.28 | 849,413.28 | | | | |
| 438 PLATT | | | | | | | | | | | |
| 1K4517 | 1 | 1K45172 CREDIT WW **SEE PO#50093 | Invoice | 03/24/2021 | 08/23/2021 | 763.19- | 763.19- | 210-70-41423 | | 821 | 1 |
| Total 438 PLATT: | | | | | | 763.19- | 763.19- | | | | |
| 209 WEBB LANDSCAPING | | | | | | | | | | | |
| CMEM | 1 | 210526-0013 HOP PORTER PARK IRRIGATION RE | Invoice | 06/11/2021 | 08/23/2021 | 63.20- | 63.20- | 100-50-41403 | | 821 | 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 209 WEBB LANDSCAPING : | | | | | | 63.20- | 63.20- | | | | |
| Total : | | | | | | 881,624.20 | 881,624.20 | | | | |
| Grand Totals: | | | | | | 881,624.20 | 881,624.20 | | | | |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|-------------------|------------|-----------|------------|
| 100-00-20314 | 849,413.28 | .00 | 849,413.28 |
| 100-15-41126 | 129.25 | .00 | 129.25 |
| 100-20-41126 | 265.86 | .00 | 265.86 |
| 100-25-41126 | 1,783.46 | .00 | 1,783.46 |
| 100-45-41126 | 642.49 | .00 | 642.49 |
| 100-50-41126 | 132.93 | .00 | 132.93 |
| 100-50-41403 | .00 | 63.20- | 63.20- |
| 120-50-41539 | 122.00 | 610.00- | 488.00- |
| 160-55-41185 | 11,000.00 | .00 | 11,000.00 |
| 160-56-41549 | 18,404.51 | .00 | 18,404.51 |
| 200-15-41126 | 129.23 | .00 | 129.23 |
| 200-60-41126 | 509.56 | .00 | 509.56 |
| 210-15-41126 | 129.23 | .00 | 129.23 |
| 210-70-41126 | 398.79 | .00 | 398.79 |
| 210-70-41423 | .00 | 763.19- | 763.19- |
| Grand Totals: | 883,060.59 | 1,436.39- | 881,624.20 |

Summary by General Ledger Posting Period

| <u>GL Posting Period</u> | <u>Debit</u> | <u>Credit</u> | <u>Net</u> |
|--------------------------|-------------------|------------------|-------------------|
| 07/21 | 122.00 | 610.00- | 488.00- |
| 08/21 | 882,938.59 | 826.39- | 882,112.20 |
| Grand Totals: | <u>883,060.59</u> | <u>1,436.39-</u> | <u>881,624.20</u> |

Return to Agenda

AGENDA ITEM SUMMARY

DATE 09/13/2021 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of August 2021 that are set to be paid by contract for September 2021.

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria:

- Computed checks included
- Manual checks included
- Supplemental checks included
- Termination checks included
- Transmittal checks included
- Void checks included

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee | Payee ID | Amount |
|-----------------|--------------|------------------|--------------|-----------------------|----------|-----------|
| 08/26/2021 | PC | 09/02/2021 | 83181 | AMBRIZ, JOSE L | 7023 | 1,705.55- |
| 08/26/2021 | PC | 09/02/2021 | 83185 | SHOTSWELL, DAVE O | 7044 | 1,523.63- |
| 08/26/2021 | PC | 09/02/2021 | 83172 | ARELLANO, NANCY | 8005 | 1,444.53- |
| 08/26/2021 | PC | 09/02/2021 | 83123 | CONE, MARY M HILL | 8009 | 1,475.23- |
| 08/26/2021 | PC | 09/02/2021 | 83165 | LEOS, CHRISTINA M | 8012 | 1,680.13- |
| 08/26/2021 | PC | 09/02/2021 | 83126 | STOKES, BECKY | 8013 | 1,772.73- |
| 08/26/2021 | PC | 09/02/2021 | 83124 | DAWSON, HEATHER M | 8014 | 3,318.62- |
| 08/26/2021 | PC | 09/02/2021 | 83183 | HOLYOAK, STEVEN R | 8036 | 1,719.92- |
| 08/26/2021 | PC | 09/02/2021 | 83129 | HOROWITZ, LISA | 8049 | 1,915.82- |
| 08/26/2021 | PC | 09/02/2021 | 83128 | DAVIS, ROBYN K | 8060 | 1,067.35- |
| 08/26/2021 | PC | 09/02/2021 | 83153 | MILLS, CAITLYN A | 8061 | 1,126.23- |
| 08/26/2021 | PC | 09/02/2021 | 83155 | COOK, STEPHANIE N | 8063 | 1,537.31- |
| 08/26/2021 | PC | 09/02/2021 | 83188 | HOLTZEN, KURTIS L | 8072 | 1,526.09- |
| 08/26/2021 | PC | 09/02/2021 | 83142 | BURKE, MARTHA E | 8074 | 1,619.79- |
| 08/26/2021 | PC | 09/02/2021 | 83175 | DOMKE, RODNEY F | 8097 | 1,362.98- |
| 08/26/2021 | PC | 09/02/2021 | 83127 | BUNDY, REBECCA F | 8098 | 207.79- |
| 08/26/2021 | PC | 09/02/2021 | 83154 | PRIMROSE, LAURA A | 8102 | 983.62- |
| 08/26/2021 | PC | 09/02/2021 | 83146 | THEA, KAREN J | 8106 | 624.11- |
| 08/26/2021 | PC | 09/02/2021 | 83174 | YEAGER, BRIAN D | 8107 | 1,951.73- |
| 08/26/2021 | PC | 09/02/2021 | 83171 | WALLACE, SHAWNA R | 8108 | 1,766.93- |
| 08/26/2021 | PC | 09/02/2021 | 83130 | PARKER, JESSICA L | 8111 | 1,325.83- |
| 08/26/2021 | PC | 09/02/2021 | 83152 | GRIGSBY, MICHAL J | 8114 | 886.75- |
| 08/26/2021 | PC | 09/02/2021 | 83156 | LAPOINTE, JAMES M | 8116 | 1,060.19- |
| 08/26/2021 | PC | 09/02/2021 | 83160 | TAYLOR, LUKAS IAN | 8118 | 384.11- |
| 08/26/2021 | PC | 09/02/2021 | 83151 | FLETCHER, KRISTIN M | 8122 | 1,083.35- |
| 08/26/2021 | PC | 09/02/2021 | 83164 | ENGLAND, STEVE J | 8143 | 2,543.32- |
| 08/26/2021 | PC | 09/02/2021 | 83167 | LUNA, JOSE | 8145 | 1,666.82- |
| 08/26/2021 | PC | 09/02/2021 | 83162 | COX, CHARLES F | 8161 | 2,727.63- |
| 08/26/2021 | PC | 09/02/2021 | 83166 | LINDERMAN, JEREMIAH | 8163 | 1,560.84- |
| 08/26/2021 | PC | 09/02/2021 | 83169 | PECK, TODD D | 8167 | 2,233.81- |
| 08/26/2021 | PC | 09/02/2021 | 83179 | THOMPSON, WYATT F | 8172 | 1,164.72- |
| 08/26/2021 | PC | 09/02/2021 | 83177 | NEUMANN, DANIEL L | 8173 | 1,301.35- |
| 08/26/2021 | PC | 09/02/2021 | 83189 | MOATS, ZAKARY S | 8174 | 1,194.03- |
| 08/26/2021 | PC | 09/02/2021 | 83133 | ERVIN, CHRISTIAN C | 8185 | 1,396.47- |
| 08/26/2021 | PC | 09/02/2021 | 83150 | FLAHERTY, MEAGHAN N | 8191 | 819.06- |
| 08/26/2021 | PC | 09/02/2021 | 83148 | DeKLOTZ, ELISE | 8200 | 514.50- |
| 08/26/2021 | PC | 09/02/2021 | 83159 | SAVAGE, JAMES L | 8204 | 1,234.21- |
| 08/26/2021 | PC | 09/02/2021 | 83121 | ARNOLD, JANA D. | 8206 | 547.66- |
| 08/26/2021 | PC | 09/02/2021 | 83125 | POMERLEAU, JENNIFER | 8207 | 1,128.49- |
| 08/26/2021 | PC | 09/02/2021 | 83122 | CARRILLO-SALAS, DALIA | 8209 | 1,109.62- |
| 08/26/2021 | PC | 09/02/2021 | 83170 | TUCKER, ANDREW | 8211 | 1,588.13- |
| 08/26/2021 | PC | 09/02/2021 | 83163 | DAVIS, BRYAN L | 8212 | 1,958.41- |
| 08/26/2021 | PC | 09/02/2021 | 83161 | CERVANTES, GUSTAVO | 8215 | 1,564.13- |
| 08/26/2021 | PC | 09/02/2021 | 83187 | BALIS, MARVIN C | 8225 | 1,734.20- |
| 08/26/2021 | PC | 09/02/2021 | 83178 | SCHWARZ, STEPHEN K | 8226 | 2,201.65- |
| 08/26/2021 | PC | 09/02/2021 | 83180 | WEST III, KINGSTON R | 8234 | 1,294.84- |
| 08/26/2021 | PC | 09/02/2021 | 83157 | REYES, ANTONIO | 8238 | 656.31- |
| 08/26/2021 | PC | 09/02/2021 | 83158 | RIOS, RENE ALEJANDRO | 8240 | 1,055.10- |
| 08/26/2021 | PC | 09/02/2021 | 83176 | JOHNSTON, JAIMEY P | 8243 | 1,512.24- |

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee | Payee ID | Amount |
|-----------------|--------------|------------------|--------------|-----------------------|----------|-------------|
| 08/26/2021 | PC | 09/02/2021 | 83173 | MARES, MARIA C | 8251 | 1,036.09- |
| 08/26/2021 | PC | 09/02/2021 | 83147 | CROTTY, JOSHUA M | 8283 | 1,064.42- |
| 08/26/2021 | PC | 09/02/2021 | 83182 | ELLSWORTH, BRYSON D | 8285 | 1,538.61- |
| 08/26/2021 | PC | 09/02/2021 | 83186 | BALDWIN, MERRITT JAM | 8286 | 1,221.47- |
| 08/26/2021 | PC | 09/02/2021 | 83144 | LINNET, SAMUEL L | 8300 | 678.37- |
| 08/26/2021 | PC | 09/02/2021 | 83145 | MARTINEZ, JUAN F | 8301 | 678.11- |
| 08/26/2021 | PC | 09/02/2021 | 83143 | HUSBANDS, HEIDI | 8302 | 24.11- |
| 08/26/2021 | PC | 09/02/2021 | 83184 | PARKER, MICHAEL J | 8506 | 1,220.02- |
| 08/26/2021 | PC | 09/02/2021 | 83134 | HOOVER, JAMES T | 9002 | 520.91- |
| 08/26/2021 | PC | 09/02/2021 | 83138 | STOCKING, WINDI G | 9023 | 631.71- |
| 08/26/2021 | PC | 09/02/2021 | 83140 | WALKER, CHAD MICHAEL | 9028 | 207.79- |
| 08/26/2021 | PC | 09/02/2021 | 83139 | STOESZ, CHAD G | 9030 | 158.85- |
| 08/26/2021 | PC | 09/02/2021 | 83131 | BALEDGE, MICHAEL S | 9054 | 2,149.76- |
| 08/26/2021 | PC | 09/02/2021 | 83141 | WARD, CASEY R | 9099 | 3,109.62- |
| 08/26/2021 | PC | 09/02/2021 | 83135 | PALLAS, MARTIN L | 9111 | 3,509.08- |
| 08/26/2021 | PC | 09/02/2021 | 83137 | RINEHART, CADEN J | 9115 | 2,043.69- |
| 08/26/2021 | PC | 09/02/2021 | 83136 | PERE, RIKA M | 9119 | 227.18- |
| 08/26/2021 | PC | 09/02/2021 | 83132 | DITMORE, KEVIN D | 9145 | 1,611.51- |
| 08/26/2021 | PC | 09/02/2021 | 83168 | ORNELAS, MANUEL G | 1008180 | 1,307.25- |
| 08/26/2021 | PC | 09/02/2021 | 83149 | DREWIEN, LYNETTE M | 1008271 | 407.26- |
| 08/26/2021 | CDPT | | 0 | AFLAC | 1 | 379.22- |
| 08/26/2021 | CDPT | | 0 | AFLAC | 1 | 168.78- |
| 08/26/2021 | CDPT | | 0 | DELTA DENTAL PLAN OF | 2 | 543.09- |
| 08/26/2021 | CDPT | | 0 | DELTA DENTAL PLAN OF | 2 | 101.38- |
| 08/26/2021 | CDPT | | 0 | REGENCE BLUE SHIELD | 3 | 2,226.54- |
| 08/26/2021 | CDPT | | 0 | NCPERS GROUP LIFE IN | 6 | 96.00- |
| 08/26/2021 | CDPT | 08/31/2021 | 83192 | PERSI | 7 | 6,030.35- |
| 08/26/2021 | CDPT | 08/31/2021 | 83192 | PERSI | 7 | 10,056.20- |
| 08/26/2021 | CDPT | 08/31/2021 | 83192 | PERSI | 7 | 3,117.25- |
| 08/26/2021 | CDPT | 08/31/2021 | 83192 | PERSI | 7 | 4,192.77- |
| 08/26/2021 | CDPT | 08/31/2021 | 83192 | PERSI | 7 | 5,209.48- |
| 08/26/2021 | CDPT | 08/31/2021 | 83192 | PERSI | 7 | 186.00- |
| 08/26/2021 | CDPT | 08/31/2021 | 83192 | PERSI | 7 | 420.40- |
| 08/26/2021 | CDPT | 08/31/2021 | 83192 | PERSI | 7 | 42.31- |
| 08/26/2021 | CDPT | 08/31/2021 | 83191 | MOUNTAIN WEST BANK | 8 | 8,284.99- |
| 08/26/2021 | CDPT | 08/31/2021 | 83191 | MOUNTAIN WEST BANK | 8 | 8,284.99- |
| 08/26/2021 | CDPT | 08/31/2021 | 83191 | MOUNTAIN WEST BANK | 8 | 1,937.63- |
| 08/26/2021 | CDPT | 08/31/2021 | 83191 | MOUNTAIN WEST BANK | 8 | 1,937.63- |
| 08/26/2021 | CDPT | 08/31/2021 | 83191 | MOUNTAIN WEST BANK | 8 | 11,226.87- |
| 08/26/2021 | CDPT | | 0 | IDAHO STATE TAX COMM | 9 | 3,971.00- |
| 08/26/2021 | CDPT | 08/31/2021 | 83190 | A.W. REHN & ASSOCIATE | 21 | 969.41- |
| 08/26/2021 | CDPT | | 0 | VSP | 26 | 89.36- |
| 08/26/2021 | CDPT | | 0 | VSP | 26 | 18.86- |
| Grand Totals: | | | 83 | | | 162,614.18- |

| Pay Period | Journal | Check | Check | | Payee | |
|------------|---------|------------|--------|--|-------|--------|
| Date | Code | Issue Date | Number | | ID | Amount |

Report Criteria:

- Computed checks included
 - Manual checks included
 - Supplemental checks included
 - Termination checks included
 - Transmittal checks included
 - Void checks included
-

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|---|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 4683 8X8 INC | | | | | | | | | | | |
| 313903 | 1 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 76.01 | 76.01 | 100-15-41713 | | 921 | 1 |
| 313903 | 2 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 76.01 | 76.01 | 200-15-41713 | | 921 | 1 |
| 313903 | 3 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 76.01 | 76.01 | 210-15-41713 | | 921 | 1 |
| 313903 | 4 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 114.01 | 114.01 | 100-20-41713 | | 921 | 1 |
| 313903 | 5 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 19.01 | 19.01 | 100-42-41713 | | 921 | 1 |
| 313903 | 6 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 19.01 | 19.01 | 200-42-41713 | | 921 | 1 |
| 313903 | 7 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 19.00 | 19.00 | 210-42-41713 | | 921 | 1 |
| 313903 | 8 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 228.02 | 228.02 | 210-70-41713 | | 921 | 1 |
| 313903 | 9 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 114.01 | 114.01 | 200-60-41713 | | 921 | 1 |
| 313903 | 10 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 114.01 | 114.01 | 100-55-41713 | | 921 | 1 |
| 313903 | 11 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 342.03 | 342.03 | 100-45-41713 | | 921 | 1 |
| 313903 | 12 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 28.50 | 28.50 | 100-50-41713 | | 921 | 1 |
| 313903 | 13 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 256.52 | 256.52 | 100-25-41713 | | 921 | 1 |
| 313903 | 14 | # 3139038 Phone service fees for September 2021, u | Invoice | 09/01/2021 | 09/13/2021 | 85.47 | 85.47 | 100-40-41713 | | 921 | 1 |
| Total 4683 8X8 INC: | | | | | | 1,567.62 | 1,567.62 | | | | |
| 8526 ADVANCED IRRIGATION SOLUTIONS | | | | | | | | | | | |
| 2021-2 | 1 | 2021 20 Woodside Irrigation system issues and how t | Invoice | 08/23/2021 | 09/13/2021 | 187.50 | 187.50 | 100-50-41313 | | 921 | 1 |
| Total 8526 ADVANCED IRRIGATION SOLUTIONS: | | | | | | 187.50 | 187.50 | | | | |
| 4636 ALBERDI & COMPANY INC | | | | | | | | | | | |
| APPRA | 1 | Narrative Appraisal Report lots 17-20 Block 32 Towns | Invoice | 07/07/2021 | 09/13/2021 | 4,500.00 | 4,500.00 | 120-40-41549 | 21.15.0004.1 | 921 | 1 |
| Total 4636 ALBERDI & COMPANY INC: | | | | | | 4,500.00 | 4,500.00 | | | | |
| 2298 ALL PRO LINEN INC | | | | | | | | | | | |
| 4093 | 1 | 4093 WORKWEAR WASH | Invoice | 08/03/2021 | 09/13/2021 | 25.00 | 25.00 | 100-40-41703 | | 921 | 1 |
| 4326 | 1 | 4326 WORKWEAR WASH | Invoice | 08/10/2021 | 09/13/2021 | 25.00 | 25.00 | 100-40-41703 | | 921 | 1 |
| Total 2298 ALL PRO LINEN INC: | | | | | | 50.00 | 50.00 | | | | |
| 176 ALLINGTON, RICK | | | | | | | | | | | |
| SEPTE | 1 | ATTORNEY FEES - SEPTEMBER 2021 | Invoice | 09/02/2021 | 09/13/2021 | 3,901.67 | 3,901.67 | 100-25-41313 | | 921 | 1 |
| Total 176 ALLINGTON, RICK: | | | | | | 3,901.67 | 3,901.67 | | | | |

| 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 |
|--|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 3 ALTEC INDUSTRIES, INC. | | | | | | | | | | | |
| 634811 | 1 | 6348112 PLACARD | Invoice | 08/02/2021 | 09/13/2021 | 12.10 | 12.10 | 100-40-41405 | | 921 | 1 |
| Total 3 ALTEC INDUSTRIES, INC.: | | | | | | 12.10 | 12.10 | | | | |
| 1913 AMAZON CAPITAL SERVICES | | | | | | | | | | | |
| 14NJ-V | 1 | AMAZON - TACTICAL PANTS AND PATROL BAG | Invoice | 08/23/2021 | 09/13/2021 | 152.18 | 152.18 | 100-25-41211 | | 921 | 1 |
| 17Q3- | 1 | 17Q3-WNLV-JF1Q RETURN SMALL W/M RR SIGNA | Invoice | 08/18/2021 | 09/13/2021 | 17.98- | 17.98- | 100-40-41403 | | 921 | 1 |
| 1C4V- | 1 | Invoice# 1CFV-WPFF-FQ3V | Invoice | 08/15/2021 | 09/13/2021 | 10.49 | 10.49 | 100-20-41211 | | 921 | 1 |
| 1D34-3 | 1 | 1D34-3TLT-7N7J PPE supplies | Invoice | 08/24/2021 | 09/13/2021 | 63.95 | 63.95 | 100-45-41215 | | 921 | 1 |
| 1FX3-Q | 1 | BASKETWEAVE DUTY BELT NEW HIRE EQUIPME | Invoice | 08/27/2021 | 09/13/2021 | 515.91 | 515.91 | 100-25-41703 | | 921 | 1 |
| 1L4W- | 1 | #1L4W-V4TH-1VD7 FLOOR MATS FOR F-350 | Invoice | 08/19/2021 | 09/13/2021 | 140.99 | 140.99 | 200-60-41415 | | 921 | 1 |
| 1L4W- | 2 | #1L4W-V4TH-1VD7 WORK PANTS FOR COLE | Invoice | 08/19/2021 | 09/13/2021 | 63.56 | 63.56 | 200-60-41703 | | 921 | 1 |
| 1L4W- | 3 | #1L4W-V4TH-1VD7 STEERING WHEEL COVER TK | Invoice | 08/19/2021 | 09/13/2021 | 17.99 | 17.99 | 200-60-41415 | | 921 | 1 |
| 1L73-3 | 1 | 1L73-3YRL-QH4X library materials | Invoice | 09/01/2021 | 09/13/2021 | 16.87 | 16.87 | 100-45-41535 | | 921 | 1 |
| 1LYL-M | 1 | 1LYL-M4GJ-CDWW Program Easels | Invoice | 08/26/2021 | 09/13/2021 | 123.54 | 123.54 | 100-45-41539 | | 921 | 1 |
| 1QDW- | 1 | 1QDW-R93R-DKCP library materials | Invoice | 08/30/2021 | 09/13/2021 | 10.14 | 10.14 | 100-45-41535 | | 921 | 1 |
| 1QLN- | 1 | #1QLN-XCXY-NCK1 Ithaca 9000 Thermal Printer x3 | Invoice | 09/01/2021 | 09/13/2021 | 316.37 | 316.37 | 100-15-41533 | | 921 | 1 |
| 1QLN- | 2 | #1QLN-XCXY-NCK1 Ithaca 9000 Thermal Printer x3 | Invoice | 09/01/2021 | 09/13/2021 | 316.37 | 316.37 | 200-15-41533 | | 921 | 1 |
| 1QLN- | 3 | #1QLN-XCXY-NCK1 Ithaca 9000 Thermal Printer x3 | Invoice | 09/01/2021 | 09/13/2021 | 316.37 | 316.37 | 210-15-41533 | | 921 | 1 |
| 1VMY- | 1 | #1VMY-TKJN-GGNX FRONT SEAT COVERS FOR F | Invoice | 08/18/2021 | 09/13/2021 | 99.95 | 99.95 | 200-60-41415 | | 921 | 1 |
| 1VMY- | 2 | #1VMY-TKJN-GGNX SEAT COVER FOR DRIVER SI | Invoice | 08/18/2021 | 09/13/2021 | 209.00 | 209.00 | 200-60-41415 | | 921 | 1 |
| 1W46- | 1 | #1W46-VDD9-TRMJ FOAM SEAT FOR TK#6027 | Invoice | 09/03/2021 | 09/13/2021 | 125.00 | 125.00 | 200-60-41415 | | 921 | 1 |
| 1WDW- | 1 | Invoice# 1WDW-K7H7-C4QH PART 1 CDD SUPPLIE | Invoice | 08/24/2021 | 09/13/2021 | 66.60 | 66.60 | 100-20-41211 | | 921 | 1 |
| 1WDW- | 2 | Invoice# 1WDW-K7H7-C4QH PART 2 CHAMBER SU | Invoice | 08/24/2021 | 09/13/2021 | 9.86 | 9.86 | 100-15-41539 | 20.15.0001.1 | 921 | 1 |
| 1WDW- | 3 | Invoice# 1WDW-K7H7-C4QH PART 2 CHAMBER SU | Invoice | 08/24/2021 | 09/13/2021 | 9.85 | 9.85 | 200-15-41539 | 20.15.0001.1 | 921 | 1 |
| 1WDW- | 4 | Invoice# 1WDW-K7H7-C4QH PART 2 CHAMBER SU | Invoice | 08/24/2021 | 09/13/2021 | 9.85 | 9.85 | 210-15-41539 | 20.15.0001.1 | 921 | 1 |
| Total 1913 AMAZON CAPITAL SERVICES: | | | | | | 2,576.86 | 2,576.86 | | | | |
| 5013 AMERICAN TOWER CORPORATION | | | | | | | | | | | |
| 408549 | 1 | DELLA MT TOWER RENTAL 8/1/21 408549260 | Invoice | 08/01/2021 | 09/13/2021 | 699.78 | 699.78 | 200-60-41713 | | 921 | 1 |
| 408549 | 2 | 1/3 Share DELLA MT TOWER RENTAL 8/1/21 4085 | Invoice | 08/01/2021 | 09/13/2021 | 37.97 | 37.97 | 100-42-41713 | | 921 | 1 |
| 408549 | 3 | 1/3 Share DELLA MT TOWER RENTAL 8/1/21 4085 | Invoice | 08/01/2021 | 09/13/2021 | 37.97 | 37.97 | 200-42-41713 | | 921 | 1 |
| 408549 | 4 | 1/3 Share DELLA MT TOWER RENTAL 8/1/21 4085 | Invoice | 08/01/2021 | 09/13/2021 | 37.97 | 37.97 | 210-42-41713 | | 921 | 1 |
| 408549 | 1 | DELLA MT TOWER RENTAL 8/1/21 408549261 UTIL | Invoice | 08/01/2021 | 09/13/2021 | 12.50 | 12.50 | 200-60-41713 | | 921 | 1 |
| 408549 | 2 | DELLA MT TOWER RENTAL 8/1/21 408549261 UTIL | Invoice | 08/01/2021 | 09/13/2021 | 4.17 | 4.17 | 100-42-41713 | | 921 | 1 |
| 408549 | 3 | DELLA MT TOWER RENTAL 8/1/21 408549261 UTIL | Invoice | 08/01/2021 | 09/13/2021 | 4.17 | 4.17 | 200-42-41713 | | 921 | 1 |
| 408549 | 4 | DELLA MT TOWER RENTAL 8/1/21 408549261 UTIL | Invoice | 08/01/2021 | 09/13/2021 | 4.16 | 4.16 | 210-42-41713 | | 921 | 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 5013 AMERICAN TOWER CORPORATION: | | | | | | 838.69 | 838.69 | | | | |
| 913 ANDERSON ASPHALT PAVING | | | | | | | | | | | |
| 168 | 1 | 168 TREES DUMPED AT PIT | Invoice | 08/09/2021 | 09/13/2021 | 10.95 | 10.95 | 100-50-41313 | | 921 | 1 |
| Total 913 ANDERSON ASPHALT PAVING : | | | | | | 10.95 | 10.95 | | | | |
| 2918 ARAMARK UNIFORM & CAREER APPAREL GROUP | | | | | | | | | | | |
| 240096 | 1 | 2400969929 UNIFORMS SERVICE WW | Invoice | 08/05/2021 | 09/13/2021 | 231.15 | 231.15 | 210-70-41703 | | 921 | 1 |
| 262000 | 1 | 262000001566 UNIFORMS SERVICE WW | Invoice | 08/12/2021 | 09/13/2021 | 165.97 | 165.97 | 210-70-41703 | | 921 | 1 |
| 262000 | 1 | 262000003619 UNIFORMS SERVICE WW | Invoice | 08/19/2021 | 09/13/2021 | 229.18 | 229.18 | 210-70-41703 | | 921 | 1 |
| 262000 | 1 | 262000005409 UNIFORMS SERVICE WW | Invoice | 08/26/2021 | 09/13/2021 | 165.97 | 165.97 | 210-70-41703 | | 921 | 1 |
| Total 2918 ARAMARK UNIFORM & CAREER APPAREL GROUP: | | | | | | 792.27 | 792.27 | | | | |
| 6454 ARCHULETA, EDWARD | | | | | | | | | | | |
| CRE. R | 1 | CRE. REF. 2830 GLENBROOK DR | Invoice | 09/03/2021 | 09/13/2021 | 119.09 | 119.09 | 200-00-20314 | | 921 | 1 |
| Total 6454 ARCHULETA, EDWARD: | | | | | | 119.09 | 119.09 | | | | |
| 375 ATKINSON'S MARKET | | | | | | | | | | | |
| 051521 | 1 | 7/4/21 WATER, ICE | Invoice | 07/04/2021 | 09/13/2021 | 8.68 | 8.68 | 100-40-41215 | | 921 | 1 |
| Total 375 ATKINSON'S MARKET: | | | | | | 8.68 | 8.68 | | | | |
| 4290 BALIS, COLE | | | | | | | | | | | |
| 480162 | 1 | #48016202 REIMBURSEMENT FOR DRINKING WA | Invoice | 08/10/2021 | 09/13/2021 | 30.00 | 30.00 | 200-60-41723 | | 921 | 1 |
| 480162 | 1 | #48016234 REIMBURSEMENT FOR BACKFLOW LI | Invoice | 08/10/2021 | 09/13/2021 | 30.00 | 30.00 | 200-60-41723 | | 921 | 1 |
| Total 4290 BALIS, COLE: | | | | | | 60.00 | 60.00 | | | | |
| 5958 BEN YOUNG LANDSCAPE ARCHITECT | | | | | | | | | | | |
| 12235 | 1 | Invoice# 12235 Heart of Hailey | Invoice | 08/09/2021 | 09/13/2021 | 2,698.12 | 2,698.12 | 100-20-41313 | | 921 | 1 |
| Total 5958 BEN YOUNG LANDSCAPE ARCHITECT: | | | | | | 2,698.12 | 2,698.12 | | | | |
| 3586 BIG AL'S UPHOLSTERY | | | | | | | | | | | |
| 144904 | 1 | #144904 CHEVY AND FORD SEAT REPAIR | Invoice | 08/23/2021 | 09/13/2021 | 315.00 | 315.00 | 210-70-41415 | | 921 | 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 3586 BIG AL'S UPHOLSTERY: | | | | | | 315.00 | 315.00 | | | | |
| 3002 CASELLE, INC. | | | | | | | | | | | |
| 112113 | 1 | #112113 Annual Support: 10/01/2021 to 09/30/2022 | Invoice | 09/02/2021 | 09/13/2021 | 4,476.33 | 4,476.33 | 100-15-41313 | | 921 | 1 |
| 112113 | 2 | #112113 Annual Support: 10/01/2021 to 09/30/2022 | Invoice | 09/02/2021 | 09/13/2021 | 4,476.33 | 4,476.33 | 200-15-41313 | | 921 | 1 |
| 112113 | 3 | #112113 Annual Support: 10/01/2021 to 09/30/2022 | Invoice | 09/02/2021 | 09/13/2021 | 4,476.34 | 4,476.34 | 210-15-41313 | | 921 | 1 |
| Total 3002 CASELLE, INC.: | | | | | | 13,429.00 | 13,429.00 | | | | |
| 50474 CENTURY CONTRACTORS INC. | | | | | | | | | | | |
| APP #3 | 1 | APPLICATION Payment # 6 | Invoice | 08/30/2021 | 09/13/2021 | 16,830.80 | 16,830.80 | 160-56-41549 | 18.55.0003.1 | 921 | 1 |
| Total 50474 CENTURY CONTRACTORS INC.: | | | | | | 16,830.80 | 16,830.80 | | | | |
| 6056 CENTURY LINK | | | | | | | | | | | |
| 08/22/2 | 1 | 9814 260B | Invoice | 08/22/2021 | 09/13/2021 | 97.43 | 97.43 | 100-15-41713 | | 921 | 1 |
| 08/22/2 | 2 | 9814 260B | Invoice | 08/22/2021 | 09/13/2021 | 97.43 | 97.43 | 200-15-41713 | | 921 | 1 |
| 08/22/2 | 3 | 9814 260B | Invoice | 08/22/2021 | 09/13/2021 | 97.43 | 97.43 | 210-15-41713 | | 921 | 1 |
| 08/22/2 | 4 | 9814 260B | Invoice | 08/22/2021 | 09/13/2021 | 97.43 | 97.43 | 100-25-41713 | | 921 | 1 |
| 08/22/2 | 5 | 9814 260B | Invoice | 08/22/2021 | 09/13/2021 | 97.43 | 97.43 | 100-20-41713 | | 921 | 1 |
| 08/22/2 | 6 | 9814 260B- 33.33% | Invoice | 08/22/2021 | 09/13/2021 | 32.48 | 32.48 | 100-42-41713 | | 921 | 1 |
| 08/22/2 | 7 | 9814 260B- 33.33% | Invoice | 08/22/2021 | 09/13/2021 | 32.48 | 32.48 | 200-42-41713 | | 921 | 1 |
| 08/22/2 | 8 | 9814 260B- 33.33% | Invoice | 08/22/2021 | 09/13/2021 | 32.47 | 32.47 | 210-42-41713 | | 921 | 1 |
| 08/22/2 | 9 | 2211-125B Water Dept | Invoice | 08/22/2021 | 09/13/2021 | 60.84 | 60.84 | 200-60-41713 | | 921 | 1 |
| 08/22/2 | 10 | 2211-125b treatment plant | Invoice | 08/22/2021 | 09/13/2021 | 60.84 | 60.84 | 210-70-41713 | | 921 | 1 |
| 08/22/2 | 11 | 3147 220B HFD | Invoice | 08/22/2021 | 09/13/2021 | 77.32 | 77.32 | 100-55-41713 | | 921 | 1 |
| 08/22/2 | 12 | 6566 569B Police Dept | Invoice | 08/22/2021 | 09/13/2021 | 60.84 | 60.84 | 100-25-41713 | | 921 | 1 |
| 08/22/2 | 13 | 5965-737B STREET SHOP | Invoice | 08/22/2021 | 09/13/2021 | 65.43 | 65.43 | 100-40-41713 | | 921 | 1 |
| Total 6056 CENTURY LINK: | | | | | | 909.85 | 909.85 | | | | |
| 5702 CINTAS | | | | | | | | | | | |
| 507396 | 1 | 5073962080 FIRST AID SUPPLIES | Invoice | 08/25/2021 | 09/13/2021 | 50.17 | 50.17 | 100-40-41215 | | 921 | 1 |
| Total 5702 CINTAS: | | | | | | 50.17 | 50.17 | | | | |
| 974 CITY OF HAILEY GENERAL FUND | | | | | | | | | | | |
| 111844 | 1 | 111844038 Toe of the Hill Water Hookup, meter, inspe | Invoice | 08/25/2021 | 09/13/2021 | 5,072.08 | 5,072.08 | 120-50-41539 | 18.50.0003.1 | 921 | 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 974 CITY OF HAILEY GENERAL FUND : | | | | | | 5,072.08 | 5,072.08 | | | | |
| 644 CITY OF HAILEY PETTY CASH | | | | | | | | | | | |
| 309817 | 1 | POLICE ID MANUEL ORNELAS | Invoice | 08/23/2021 | 09/13/2021 | 5.00 | 5.00 | 100-25-41703 | | 921 | 1 |
| Total 644 CITY OF HAILEY PETTY CASH: | | | | | | 5.00 | 5.00 | | | | |
| 670 CITY OF HAILEY W&S DEPT | | | | | | | | | | | |
| AUGUS | 1 | CITY OF HAILEY STREET SHOP | Invoice | 09/01/2021 | 09/13/2021 | 2,578.86 | 2,578.86 | 100-40-41717 | | 921 | 1 |
| AUGUS | 2 | CITY OF HAILEY INTER CENTER | Invoice | 09/01/2021 | 09/13/2021 | 155.96 | 155.96 | 100-10-41717 | | 921 | 1 |
| AUGUS | 3 | CITY OF HAILEY RODEO FROST | Invoice | 09/01/2021 | 09/13/2021 | 10.77 | 10.77 | 100-50-41617 | | 921 | 1 |
| AUGUS | 4 | CITY OF HAILEY RODEO PARK | Invoice | 09/01/2021 | 09/13/2021 | 31.25 | 31.25 | 100-50-41617 | | 921 | 1 |
| AUGUS | 5 | CITY OF HAILEY CITY HALL | Invoice | 09/01/2021 | 09/13/2021 | 75.37 | 75.37 | 100-42-41717 | | 921 | 1 |
| AUGUS | 6 | CITY OF HAILEY CITY HALL | Invoice | 09/01/2021 | 09/13/2021 | 75.37 | 75.37 | 200-42-41717 | | 921 | 1 |
| AUGUS | 7 | CITY OF HAILEY CITY HALL | Invoice | 09/01/2021 | 09/13/2021 | 75.36 | 75.36 | 210-42-41717 | | 921 | 1 |
| AUGUS | 8 | CITY OF HAILEY POLICE DEPT | Invoice | 09/01/2021 | 09/13/2021 | 197.72 | 197.72 | 100-25-41717 | | 921 | 1 |
| AUGUS | 9 | CITY OF HAILEY FIRE DEPARTMENT | Invoice | 09/01/2021 | 09/13/2021 | 52.58 | 52.58 | 100-55-41717 | | 921 | 1 |
| AUGUS | 10 | CITY OF HAILEY TREATMENT PL | Invoice | 09/01/2021 | 09/13/2021 | 95.87 | 95.87 | 200-60-41717 | | 921 | 1 |
| AUGUS | 11 | CITY OF HAILEY TREATMENT PL | Invoice | 09/01/2021 | 09/13/2021 | 95.87 | 95.87 | 210-70-41717 | | 921 | 1 |
| AUGUS | 12 | CITY PARKING LOT- IRRIGATION | Invoice | 09/01/2021 | 09/13/2021 | 17,483.84 | 17,483.84 | 100-50-41717 | | 921 | 1 |
| Total 670 CITY OF HAILEY W&S DEPT : | | | | | | 20,928.82 | 20,928.82 | | | | |
| 2954 CLEAR CREEK DISPOSAL -PARKS | | | | | | | | | | | |
| 000145 | 1 | 0001450914 PORT REST JIMMY'S GARDEN AUGU | Invoice | 08/27/2021 | 09/13/2021 | 89.00 | 89.00 | 100-50-41313 | | 921 | 1 |
| 000145 | 1 | 0001450916 PORT REST KEEFER FINAL CHARGE | Invoice | 08/27/2021 | 09/13/2021 | 1.81 | 1.81 | 100-50-41313 | | 921 | 1 |
| 000145 | 1 | 0001451215 PORT REST HEAGLE PARK AUGUST | Invoice | 08/27/2021 | 09/13/2021 | 128.71 | 128.71 | 100-50-41313 | | 921 | 1 |
| Total 2954 CLEAR CREEK DISPOSAL -PARKS: | | | | | | 219.52 | 219.52 | | | | |
| 22457 CLEAR CREEK DISPOSAL, INC. | | | | | | | | | | | |
| AUGUS | 1 | FRANCHISE FEE AUGUST 2021 | Invoice | 09/02/2021 | 09/13/2021 | 140,000.00 | 140,000.00 | 100-00-20515 | | 921 | 1 |
| Total 22457 CLEAR CREEK DISPOSAL, INC.: | | | | | | 140,000.00 | 140,000.00 | | | | |
| 5961 CLEARWATER POWER EQUIPMENT LLC | | | | | | | | | | | |
| 12625 | 1 | #12625 STIHL WEEDEATER REPAIRS | Invoice | 08/17/2021 | 09/13/2021 | 141.87 | 141.87 | 200-60-41405 | | 921 | 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 5961 CLEARWATER POWER EQUIPMENT LLC: | | | | | | 141.87 | 141.87 | | | | |
| 337 COPY & PRINT LLC | | | | | | | | | | | |
| 108610 | 1 | #108610 WATER WARNING DOOR HANGERS | Invoice | 08/16/2021 | 09/13/2021 | 178.73 | 178.73 | 200-60-41403 | | 921 | 1 |
| 108748 | 1 | Inv 108748 bookmarks - trailing event | Invoice | 08/27/2021 | 09/13/2021 | 48.64 | 48.64 | 100-45-41215 | | 921 | 1 |
| 108770 | 1 | #108770 BUSINESS CARDS FOR DAVIS ORNELAS | Invoice | 08/31/2021 | 09/13/2021 | 256.87 | 256.87 | 100-25-41215 | | 921 | 1 |
| 109548 | 1 | #109548 2 IN BINDER FOR HPD X2 | Invoice | 08/25/2021 | 09/13/2021 | 15.98 | 15.98 | 100-25-41211 | | 921 | 1 |
| 109567 | 1 | #109567 PACKING TAPE 6 PK | Invoice | 08/31/2021 | 09/13/2021 | 21.99 | 21.99 | 100-25-41211 | | 921 | 1 |
| Total 337 COPY & PRINT LLC: | | | | | | 522.21 | 522.21 | | | | |
| 2808 CORE & MAIN LP | | | | | | | | | | | |
| P18151 | 1 | #P181519 6" COUPLER | Invoice | 08/13/2021 | 09/13/2021 | 371.51 | 371.51 | 200-60-41403 | | 921 | 1 |
| P28715 | 1 | #P287150 3/4" METER REGISTERS | Invoice | 08/13/2021 | 09/13/2021 | 25,929.00 | 25,929.00 | 220-65-41403 | 20.60.0003.1 | 921 | 1 |
| P36693 | 1 | #P366932 1.5" METERS | Invoice | 08/13/2021 | 09/13/2021 | 1,429.78 | 1,429.78 | 200-60-41403 | | 921 | 1 |
| P36693 | 2 | #P366932 1.5" METER GASKET KITS | Invoice | 08/13/2021 | 09/13/2021 | 50.04 | 50.04 | 200-60-41403 | | 921 | 1 |
| P39947 | 1 | #P399471 MJ X MJ ADAPTER FOR HYDRANT REL | Invoice | 08/13/2021 | 09/13/2021 | 117.77 | 117.77 | 200-60-41403 | | 921 | 1 |
| P41243 | 1 | #P412432 6" GATE VALVE FOR HYDRANT RELOCA | Invoice | 08/12/2021 | 09/13/2021 | 1,007.96 | 1,007.96 | 200-60-41403 | | 921 | 1 |
| P45337 | 1 | #P453372 MJ X FLG ADAPTER KIT | Invoice | 08/19/2021 | 09/13/2021 | 116.59 | 116.59 | 200-60-41403 | | 921 | 1 |
| Total 2808 CORE & MAIN LP: | | | | | | 29,022.65 | 29,022.65 | | | | |
| 2103 CORWIN, CHRIS | | | | | | | | | | | |
| 21 | 1 | CDD Invoice# 21 | Invoice | 07/09/2021 | 09/13/2021 | 600.00 | 600.00 | 100-20-41313 | | 921 | 1 |
| 22 | 1 | CDD Invoice# 22 | Invoice | 08/20/2021 | 09/13/2021 | 400.00 | 400.00 | 100-20-41313 | | 921 | 1 |
| 22 CO | 1 | 22 GIS SERVICES - WATER | Invoice | 08/20/2021 | 09/13/2021 | 600.00 | 600.00 | 200-60-41313 | | 921 | 1 |
| Total 2103 CORWIN, CHRIS: | | | | | | 1,600.00 | 1,600.00 | | | | |
| 972 COX COMMUNICATIONS | | | | | | | | | | | |
| 08/17/2 | 1 | 001 2401 038676401 WATER | Invoice | 08/17/2021 | 09/13/2021 | 55.20 | 55.20 | 200-60-41713 | | 921 | 1 |
| 08/17/2 | 2 | 0012401 038676401 WASTEWATER | Invoice | 08/17/2021 | 09/13/2021 | 55.20 | 55.20 | 210-70-41713 | | 921 | 1 |
| 08/28/2 | 1 | 001 2401 027815002 Library | Invoice | 08/28/2021 | 09/13/2021 | 4.99 | 4.99 | 100-45-41713 | | 921 | 1 |
| 09/01/2 | 1 | 001 2401 200477401 MAIN 33% | Invoice | 09/01/2021 | 09/13/2021 | 25.20 | 25.20 | 100-42-41713 | | 921 | 1 |
| 09/01/2 | 2 | 001 2401 200477401 MAIN 33% | Invoice | 09/01/2021 | 09/13/2021 | 25.20 | 25.20 | 200-42-41713 | | 921 | 1 |
| 09/01/2 | 3 | 001 2401 200477401 MAIN 33% | Invoice | 09/01/2021 | 09/13/2021 | 25.20 | 25.20 | 210-42-41713 | | 921 | 1 |
| 09/01/2 | 4 | 001 2401 200477401 Library | Invoice | 09/01/2021 | 09/13/2021 | 113.40 | 113.40 | 100-45-41713 | | 921 | 1 |
| 09/01/2 | 5 | 027815002 Library | Invoice | 09/01/2021 | 09/13/2021 | 169.00 | 169.00 | 100-45-41713 | | 921 | 1 |
| 09/01/2 | 6 | 0205236602 STREET | Invoice | 09/01/2021 | 09/13/2021 | 118.70 | 118.70 | 100-40-41713 | | 921 | 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 |
|--|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|------------|-----------|----------------|
| 09/01/2 | 7 | 039605901 HPD | Invoice | 09/01/2021 | 09/13/2021 | 232.99 | 232.99 | 100-25-41713 | | 921 | 1 |
| 09/01/2 | 8 | 035971201 WELCOME CTR | Invoice | 09/01/2021 | 09/13/2021 | 79.00 | 79.00 | 100-10-41717 | | 921 | 1 |
| 09/01/2 | 9 | 205095301 HFD | Invoice | 09/01/2021 | 09/13/2021 | 69.00 | 69.00 | 100-55-41717 | | 921 | 1 |
| Total 972 COX COMMUNICATIONS: | | | | | | 973.08 | 973.08 | | | | |
| 4272 CUMMINS ROCKY MOUNTAIN | | | | | | | | | | | |
| 39-443 | 1 | Inv # 39-44351 Generator | Invoice | 07/28/2021 | 09/13/2021 | 980.20 | 980.20 | 100-55-41405 | | 921 | 1 |
| Total 4272 CUMMINS ROCKY MOUNTAIN: | | | | | | 980.20 | 980.20 | | | | |
| 2912 DAVIS EMBROIDERY | | | | | | | | | | | |
| 38272 | 1 | Inv # 38272 Dept. Shirts | Invoice | 08/05/2021 | 09/13/2021 | 909.82 | 909.82 | 100-55-41703 | | 921 | 1 |
| Total 2912 DAVIS EMBROIDERY: | | | | | | 909.82 | 909.82 | | | | |
| 6162 DISCOUNT PAPER PRODUCTS INC. | | | | | | | | | | | |
| 299301 | 1 | 845192 - receipt printer paper- 50 rolls | Invoice | 08/16/2021 | 09/13/2021 | 91.07 | 91.07 | 100-45-41215 | | 921 | 1 |
| Total 6162 DISCOUNT PAPER PRODUCTS INC.: | | | | | | 91.07 | 91.07 | | | | |
| 304 DIVISION OF BUILDING SAFETY | | | | | | | | | | | |
| AUGUS | 1 | PERMIT & FEES AUGUST 2021 | Invoice | 09/07/2021 | 09/13/2021 | 22,009.65 | 22,009.65 | 100-00-20325 | | 921 | 1 |
| Total 304 DIVISION OF BUILDING SAFETY : | | | | | | 22,009.65 | 22,009.65 | | | | |
| 5559 EAGLE ENGRAVING INC | | | | | | | | | | | |
| 2021-4 | 1 | Inv # 2021-4291 accountability tags with postage | Invoice | 08/20/2021 | 09/13/2021 | 49.80 | 49.80 | 100-55-41215 | | 921 | 1 |
| Total 5559 EAGLE ENGRAVING INC: | | | | | | 49.80 | 49.80 | | | | |
| 1041 ELECTRIC 1 WEST INC | | | | | | | | | | | |
| 01767 | 1 | #01767 VFD SBR BLOWERS INSTALL WW | Invoice | 08/13/2021 | 09/13/2021 | 9,467.81 | 9,467.81 | 210-70-41401 | | 921 | 1 |
| Total 1041 ELECTRIC 1 WEST INC: | | | | | | 9,467.81 | 9,467.81 | | | | |
| 3094 ENERGY LABORATORIES, INC. | | | | | | | | | | | |
| 415688 | 1 | 415688 LAB TESTING WW | Invoice | 08/18/2021 | 09/13/2021 | 47.00 | 47.00 | 210-70-41795 | | 921 | 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 3094 ENERGY LABORATORIES, INC.: | | | | | | 47.00 | 47.00 | | | | |
| 297 EVANS PLUMBING, INC. | | | | | | | | | | | |
| 115099 | 1 | WORK ORDER 4-114118 FLUSH REPAIR AND REP | Invoice | 08/09/2021 | 09/13/2021 | 641.71 | 641.71 | 100-25-41413 | | 921 | 1 |
| 115300 | 1 | WORK ORDER 4-113248 INSTALLED NEW FLUSH I | Invoice | 08/11/2021 | 09/13/2021 | 135.00 | 135.00 | 100-25-41413 | | 921 | 1 |
| Total 297 EVANS PLUMBING, INC.: | | | | | | 776.71 | 776.71 | | | | |
| 5859 FAPO HOLDING IDAHO LLC | | | | | | | | | | | |
| 111844 | 1 | Partial BP 21-164 refund, xl'd suite 304 | Invoice | 08/19/2021 | 09/13/2021 | 142.16 | 142.16 | 100-00-20320 | | 921 | 1 |
| Total 5859 FAPO HOLDING IDAHO LLC: | | | | | | 142.16 | 142.16 | | | | |
| 2628 FASTENAL COMPANY | | | | | | | | | | | |
| IDJER9 | 1 | IDJER98577 GLOVES | Invoice | 08/12/2021 | 09/13/2021 | 45.86 | 45.86 | 100-40-41405 | | 921 | 1 |
| Total 2628 FASTENAL COMPANY: | | | | | | 45.86 | 45.86 | | | | |
| 348 FEDERAL EXPRESS | | | | | | | | | | | |
| 9-605-1 | 1 | 9-605-13540 BALANCE LATE CHARGE | Invoice | 08/19/2021 | 09/13/2021 | 2.23 | 2.23 | 100-50-41313 | | 921 | 1 |
| Total 348 FEDERAL EXPRESS : | | | | | | 2.23 | 2.23 | | | | |
| 50376 FERGUSON ENTERPRISES #3007 | | | | | | | | | | | |
| 930941 | 1 | #9309416 CHK VALVE RV DUMP/REBUILD KIT | Invoice | 08/18/2021 | 09/13/2021 | 148.18 | 148.18 | 210-70-41419 | | 921 | 1 |
| Total 50376 FERGUSON ENTERPRISES #3007: | | | | | | 148.18 | 148.18 | | | | |
| 2782 FIRE SERVICES OF IDAHO, LLC | | | | | | | | | | | |
| 100265 | 1 | Inv # 10026515 Annual Service for extinguisher | Invoice | 08/24/2021 | 09/13/2021 | 214.00 | 214.00 | 100-55-41405 | | 921 | 1 |
| Total 2782 FIRE SERVICES OF IDAHO, LLC: | | | | | | 214.00 | 214.00 | | | | |
| 6400 FIREPENNY | | | | | | | | | | | |
| 36990 | 1 | Inv # 36990 Pump for Engine 514 (wildland fire) | Invoice | 06/22/2021 | 09/13/2021 | 8,795.00 | 8,795.00 | 100-55-41405 | 21.55.0002.1 | 921 | 1 |
| Total 6400 FIREPENNY: | | | | | | 8,795.00 | 8,795.00 | | | | |

| 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 |
|--|-----------------|---|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 1464 FISHER'S FINANCE INC | | | | | | | | | | | |
| 299444 | 1 | 29944442 Copier contract 8.20.-9.19.21 | Invoice | 08/23/2021 | 09/13/2021 | 443.54 | 443.54 | 100-45-41323 | | 921 | 1 |
| Total 1464 FISHER'S FINANCE INC: | | | | | | 443.54 | 443.54 | | | | |
| 6012 FOUR SEASONS SPA & POOL LLC | | | | | | | | | | | |
| 102127 | 1 | 102127 HAYWARD PUMP BASKETS JIMMY'S GAR | Invoice | 08/18/2021 | 09/13/2021 | 84.59 | 84.59 | 100-50-41403 | | 921 | 1 |
| 102128 | 1 | 102128 ALGECIDE JIMMY'S GARDEN | Invoice | 08/18/2021 | 09/13/2021 | 17.97 | 17.97 | 100-50-41403 | | 921 | 1 |
| Total 6012 FOUR SEASONS SPA & POOL LLC: | | | | | | 102.56 | 102.56 | | | | |
| 722 FRANKLIN BUILDING SUPPLY | | | | | | | | | | | |
| 107727 | 1 | 1077271 TREX TRANSCEND ISLAND MIST SQUAR | Invoice | 06/22/2021 | 07/22/2021 | 122.00 | 122.00 | 120-50-41539 | 18.50.0003.1 | 721 | 1 |
| 109238 | 1 | 109238 CREDIT TREX TRANSCEND ISLAND MIST | Invoice | 06/22/2021 | 07/22/2021 | 610.00- | 610.00- | 120-50-41539 | 18.50.0003.1 | 721 | 1 |
| Total 722 FRANKLIN BUILDING SUPPLY: | | | | | | 488.00- | 488.00- | | | | |
| 996 FREEDOM MAILING SERVICES | | | | | | | | | | | |
| 41272 | 1 | 41272 Bill Processing, Folding & Inserting Newsletter | Invoice | 09/02/2021 | 09/13/2021 | 553.61 | 553.61 | 100-15-41323 | | 921 | 1 |
| 41272 | 2 | 41272 Bill Processing, Folding & Inserting Newsletter | Invoice | 09/02/2021 | 09/13/2021 | 553.61 | 553.61 | 200-15-41323 | | 921 | 1 |
| 41272 | 3 | 41272 Bill Processing, Folding & Inserting Newsletter | Invoice | 09/02/2021 | 09/13/2021 | 553.61 | 553.61 | 210-15-41323 | | 921 | 1 |
| 41272 | 4 | 41272 Extra Inserts - Adopt a Park | Invoice | 09/02/2021 | 09/13/2021 | 46.78 | 46.78 | 100-50-41323 | | 921 | 1 |
| Total 996 FREEDOM MAILING SERVICES: | | | | | | 1,707.61 | 1,707.61 | | | | |
| 5909 FUGATE, JANET | | | | | | | | | | | |
| P&Z ST | 1 | P&Z Stipend 08/02/2021 and 08/16/2021 | Invoice | 08/02/2021 | 09/13/2021 | 112.50 | 112.50 | 100-10-41313 | | 921 | 1 |
| P&Z ST | 2 | P&Z Stipend | Invoice | 08/02/2021 | 09/13/2021 | 56.24 | 56.24 | 200-10-41313 | | 921 | 1 |
| P&Z ST | 3 | P&Z Stipend 2 | Invoice | 08/02/2021 | 09/13/2021 | 56.26 | 56.26 | 210-10-41313 | | 921 | 1 |
| P&Z ST | 1 | P&Z Stipend 09/07/2021 | Invoice | 09/07/2021 | 09/13/2021 | 56.25 | 56.25 | 100-10-41313 | | 921 | 1 |
| P&Z ST | 2 | P&Z Stipend | Invoice | 09/07/2021 | 09/13/2021 | 28.12 | 28.12 | 200-10-41313 | | 921 | 1 |
| P&Z ST | 3 | P&Z Stipend 2 | Invoice | 09/07/2021 | 09/13/2021 | 28.13 | 28.13 | 210-10-41313 | | 921 | 1 |
| Total 5909 FUGATE, JANET: | | | | | | 337.50 | 337.50 | | | | |
| 1850 GREAT AMERICA FINANCIAL SERVICES | | | | | | | | | | | |
| 298621 | 1 | Invoice # 29862171 Due 09/23/2021 | Invoice | 08/09/2021 | 09/13/2021 | 69.00 | 69.00 | 100-20-41323 | | 921 | 1 |
| Total 1850 GREAT AMERICA FINANCIAL SERVICES: | | | | | | 69.00 | 69.00 | | | | |

| 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 |
|--|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 5410 HDR ENGINEERING INC | | | | | | | | | | | |
| 120036 | 1 | 1200368411FACILITY PLANNING STUDY TASK 400 | Invoice | 08/17/2021 | 09/13/2021 | 440.75 | 440.75 | 210-70-41549 | 19.70.0001.1 | 921 | 1 |
| 120036 | 2 | 1200368411FACILITY PLANNING STUDY TASK 400 | Invoice | 08/17/2021 | 09/13/2021 | 2,707.52 | 2,707.52 | 230-75-41549 | 19.70.0001.1 | 921 | 1 |
| 120036 | 3 | 1200368411FACILITY PLANNING STUDY TASK 400 | Invoice | 08/17/2021 | 09/13/2021 | 91.82 | 91.82 | 230-75-41549 | 19.70.0001.1 | 921 | 1 |
| Total 5410 HDR ENGINEERING INC: | | | | | | 3,240.09 | 3,240.09 | | | | |
| 4619 IDAHO GREENS & LAWNS | | | | | | | | | | | |
| 1149 | 1 | #1149 SYNTHETIC TURF INSTALLATION APPROX. | Invoice | 09/02/2021 | 09/13/2021 | 37,766.00 | 37,766.00 | 120-50-41539 | 18.50.0003.1 | 921 | 1 |
| Total 4619 IDAHO GREENS & LAWNS: | | | | | | 37,766.00 | 37,766.00 | | | | |
| 671 IDAHO LUMBER & HARDWARE | | | | | | | | | | | |
| 874227 | 1 | 874227 PRY BAR, TAPE MEASURER, NAIL MASON | Invoice | 08/10/2021 | 09/13/2021 | 48.97 | 48.97 | 100-40-41403 | | 921 | 1 |
| 874292 | 1 | 874292 GARDEN SPRAYER | Invoice | 08/11/2021 | 09/13/2021 | 19.99 | 19.99 | 120-40-41549 | 10.15.0002.1 | 921 | 1 |
| 874295 | 1 | 874295 KNEEPADS X3 | Invoice | 08/11/2021 | 09/13/2021 | 95.97 | 95.97 | 120-40-41549 | 10.15.0002.1 | 921 | 1 |
| 874352 | 1 | 874352 GARDEN SPRAYER | Invoice | 08/11/2021 | 09/13/2021 | 19.99 | 19.99 | 120-40-41549 | 10.15.0002.1 | 921 | 1 |
| 874362 | 1 | 874362 PLASTIC PAIL, CONCRETE MIX | Invoice | 08/11/2021 | 09/13/2021 | 47.85 | 47.85 | 100-40-41405 | | 921 | 1 |
| 874379 | 1 | 874379 WIRE BRUSH | Invoice | 08/11/2021 | 09/13/2021 | 11.98 | 11.98 | 120-40-41549 | 10.15.0002.1 | 921 | 1 |
| 874482 | 1 | 874482 NAIL SPIKE 7" | Invoice | 08/12/2021 | 09/13/2021 | 16.46 | 16.46 | 100-40-41403 | | 921 | 1 |
| 874934 | 1 | 874934 BOLTS MISC | Invoice | 08/16/2021 | 09/13/2021 | 1.70 | 1.70 | 100-40-41405 | | 921 | 1 |
| 875056 | 1 | 875056 CARB CLEANER, SPRAY PAINT | Invoice | 08/17/2021 | 09/13/2021 | 8.99 | 8.99 | 100-50-41403 | | 921 | 1 |
| 875203 | 1 | 875203 WIRE BRUSH, GRAFFITI REMOVER | Invoice | 08/18/2021 | 09/13/2021 | 34.55 | 34.55 | 100-50-41403 | | 921 | 1 |
| 875351 | 1 | #875351 FLEX SEAL & WATERWELD EPOXY WW | Invoice | 08/18/2021 | 09/13/2021 | 20.98 | 20.98 | 210-70-41421 | | 921 | 1 |
| 875953 | 1 | #875953 CONCRETE MIX | Invoice | 08/24/2021 | 09/13/2021 | 31.54 | 31.54 | 200-60-41403 | | 921 | 1 |
| 875959 | 1 | 875959 SPRAY SAFETY, PRIME SPRAY, BATTERIE | Invoice | 08/24/2021 | 09/13/2021 | 32.15 | 32.15 | 100-40-41405 | | 921 | 1 |
| 876016 | 1 | 876016 SCREWS MISC | Invoice | 08/24/2021 | 09/13/2021 | 6.47 | 6.47 | 100-40-41405 | | 921 | 1 |
| 876099 | 1 | 876099 SCREWS MISC | Invoice | 08/25/2021 | 09/13/2021 | 4.80 | 4.80 | 100-40-41405 | | 921 | 1 |
| 877585 | 1 | #877585 2X6 FOR TOE OF THE HILL PARK DRINKI | Invoice | 09/07/2021 | 09/13/2021 | 20.45 | 20.45 | 200-60-41403 | 18.50.0003.1 | 921 | 1 |
| Total 671 IDAHO LUMBER & HARDWARE: | | | | | | 422.84 | 422.84 | | | | |
| 400 IDAHO MOUNTAIN EXPRESS | | | | | | | | | | | |
| AUGUS | 1 | 8/4 - Prop. Fiscal year 2022 Budget and W&WW Incr | Invoice | 08/31/2021 | 09/13/2021 | 175.20 | 175.20 | 100-15-41319 | | 921 | 1 |
| AUGUS | 2 | 8/4 - Prop. Fiscal year 2022 Budget and W&WW Incr | Invoice | 08/31/2021 | 09/13/2021 | 175.20 | 175.20 | 200-15-41319 | | 921 | 1 |
| AUGUS | 3 | 8/4 - Prop. Fiscal year 2022 Budget and W&WW Incr | Invoice | 08/31/2021 | 09/13/2021 | 175.20 | 175.20 | 210-15-41319 | | 921 | 1 |
| AUGUS | 4 | 8/11, 8/13, 8/18, 8/20 - Empl. Openings: Street, Water | Invoice | 08/31/2021 | 09/13/2021 | 386.40 | 386.40 | 100-40-41319 | | 921 | 1 |
| AUGUS | 5 | 8/11, 8/13, 8/18, 8/20 - Empl. Openings: Street, Water | Invoice | 08/31/2021 | 09/13/2021 | 193.20 | 193.20 | 210-70-41319 | | 921 | 1 |
| AUGUS | 6 | 8/11, 8/13, 8/18, 8/20 - Empl. Openings: Street, Water | Invoice | 08/31/2021 | 09/13/2021 | 193.20 | 193.20 | 200-60-41313 | | 921 | 1 |
| AUGUS | 7 | 8/30 - CC Hailey Comprehensive Plan ammend, Dev | Invoice | 08/31/2021 | 09/13/2021 | 47.84 | 47.84 | 100-20-41319 | | 921 | 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 |
|-----------------------------------|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|------------|-----------|----------------|
| AUGUS | 8 | 9/7 - Preapp Design Review by Scott Miley rep. by G | Invoice | 08/31/2021 | 09/13/2021 | 59.80 | 59.80 | 100-20-41319 | | 921 | 1 |
| AUGUS | 9 | Ord 1287 - Increase in mayor & council salaries by or | Invoice | 08/31/2021 | 09/13/2021 | 29.75 | 29.75 | 100-15-41319 | | 921 | 1 |
| AUGUS | 10 | Ord 1287 - Increase in mayor & council salaries by or | Invoice | 08/31/2021 | 09/13/2021 | 29.75 | 29.75 | 200-15-41319 | | 921 | 1 |
| AUGUS | 11 | Ord 1287 - Increase in mayor & council salaries by or | Invoice | 08/31/2021 | 09/13/2021 | 29.74 | 29.74 | 210-15-41319 | | 921 | 1 |
| AUGUS | 12 | 9/7 - Preapp Design Review by Scott Miley, Design R | Invoice | 08/31/2021 | 09/13/2021 | 78.20 | 78.20 | 100-20-41319 | | 921 | 1 |
| AUGUS | 13 | 8/25, 8/27 - Noxious weed spraying | Invoice | 08/31/2021 | 09/13/2021 | 368.05 | 368.05 | 100-40-41319 | | 921 | 1 |
| AUGUS | 14 | 8/25 - Proposed increase of 5% of Development Impa | Invoice | 08/31/2021 | 09/13/2021 | 34.50 | 34.50 | 100-20-41319 | | 921 | 1 |
| AUGUS | 15 | 9/13 - CC Final plat app by Old Cutters Inc, (Little Len | Invoice | 08/31/2021 | 09/13/2021 | 64.40 | 64.40 | 100-20-41319 | | 921 | 1 |
| AUGUS | 16 | 8/25 - Proposed Amend to FY21 Budget | Invoice | 08/31/2021 | 09/13/2021 | 76.80 | 76.80 | 100-15-41319 | | 921 | 1 |
| AUGUS | 17 | 8/25 - Proposed Amend to FY21 Budget | Invoice | 08/31/2021 | 09/13/2021 | 76.80 | 76.80 | 200-15-41319 | | 921 | 1 |
| AUGUS | 18 | 8/25 - Proposed Amend to FY21 Budget | Invoice | 08/31/2021 | 09/13/2021 | 76.80 | 76.80 | 210-15-41319 | | 921 | 1 |
| Total 400 IDAHO MOUNTAIN EXPRESS: | | | | | | 2,270.83 | 2,270.83 | | | | |
| 22433 IDAHO POWER | | | | | | | | | | | |
| 08/16/2 | 1 | IP AcCnt#2204414540 Street lights | Invoice | 08/13/2021 | 09/13/2021 | 183.10 | 183.10 | 100-40-41717 | | 921 | 1 |
| 08/16/2 | 2 | IP AcCnt#2204837906 STREET | Invoice | 08/13/2021 | 09/13/2021 | 1,549.83 | 1,549.83 | 100-40-41715 | | 921 | 1 |
| 08/16/2 | 3 | IP AcCnt#2205094259 PARK | Invoice | 08/13/2021 | 09/13/2021 | 359.28 | 359.28 | 100-50-41717 | | 921 | 1 |
| 08/16/2 | 4 | IP AcCnt#2205094259 Rodeo | Invoice | 08/13/2021 | 09/13/2021 | 414.70 | 414.70 | 100-50-41617 | | 921 | 1 |
| 08/16/2 | 5 | IP AcCnt#2205094259 ICE RINK/SKATE | Invoice | 08/13/2021 | 09/13/2021 | 23.49 | 23.49 | 100-50-41617 | | 921 | 1 |
| 08/16/2 | 6 | IP AcCnt#2205094259 INTERP | Invoice | 08/13/2021 | 09/13/2021 | 146.65 | 146.65 | 100-10-41717 | | 921 | 1 |
| 08/16/2 | 7 | IP AcCnt#2204935643 STREET -1811 MERLIN LOO | Invoice | 08/13/2021 | 09/13/2021 | 514.73 | 514.73 | 100-40-41717 | | 921 | 1 |
| 08/16/2 | 8 | IP AcCnt#2204935643 HFD | Invoice | 08/13/2021 | 09/13/2021 | 204.88 | 204.88 | 100-55-41717 | | 921 | 1 |
| 08/16/2 | 9 | IP AcCnt#2204935643 LIBRARY | Invoice | 08/13/2021 | 09/13/2021 | 541.26 | 541.26 | 100-45-41717 | | 921 | 1 |
| 08/16/2 | 10 | IP AcCnt#2204935643 /33% | Invoice | 08/13/2021 | 09/13/2021 | 153.71 | 153.71 | 100-42-41717 | | 921 | 1 |
| 08/16/2 | 11 | IP AcCnt#2204935643 /33% | Invoice | 08/13/2021 | 09/13/2021 | 153.71 | 153.71 | 200-42-41717 | | 921 | 1 |
| 08/16/2 | 12 | IP AcCnt#2204935643 /33% | Invoice | 08/13/2021 | 09/13/2021 | 153.70 | 153.70 | 210-42-41717 | | 921 | 1 |
| 08/16/2 | 13 | IP AcCnt#2204637769 W WATER | Invoice | 08/13/2021 | 09/13/2021 | 11,719.58 | 11,719.58 | 210-70-41717 | | 921 | 1 |
| 08/16/2 | 14 | IP AcCnt#22062003362 Water | Invoice | 08/13/2021 | 09/13/2021 | 13,056.44 | 13,056.44 | 200-60-41717 | | 921 | 1 |
| 08/16/2 | 15 | IP AcCnt#2206105138 STREET | Invoice | 08/13/2021 | 09/13/2021 | 57.68 | 57.68 | 100-40-41715 | | 921 | 1 |
| 08/16/2 | 16 | IP AcCnt#2207611134 STREET - 89 CROY RD | Invoice | 08/13/2021 | 09/13/2021 | 5.16 | 5.16 | 100-40-41715 | | 921 | 1 |
| 08/16/2 | 17 | IP AcCnt#2203575119 STREET | Invoice | 08/13/2021 | 09/13/2021 | 7.83 | 7.83 | 100-40-41715 | | 921 | 1 |
| 08/16/2 | 18 | IP AcCnt#2204305425 ST-TRAFFIC LIGHTS | Invoice | 08/13/2021 | 09/13/2021 | 117.32 | 117.32 | 100-40-41717 | | 921 | 1 |
| 08/16/2 | 19 | IP AcCnt#2220558908 HEAGLE/1151 War Eagle | Invoice | 08/13/2021 | 09/13/2021 | 5.31 | 5.31 | 100-40-41717 | | 921 | 1 |
| 08/16/2 | 20 | IP AcCnt#2220558932 LIONS/11 CROY CREEK | Invoice | 08/13/2021 | 09/13/2021 | 328.48 | 328.48 | 100-40-41717 | | 921 | 1 |
| 08/16/2 | 21 | IP AcCnt#2221408442 PARKS-SHENANDOAH BALM | Invoice | 08/13/2021 | 09/13/2021 | 8.18 | 8.18 | 100-50-41717 | | 921 | 1 |
| Total 22433 IDAHO POWER: | | | | | | 29,705.02 | 29,705.02 | | | | |

| 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 |
|--|-----------------|---------------------------------|---------|--------------|------------|----------------|--------------------------|-------------------|------------|-----------|----------------|
| 50352 IDAHO TRANSPORTATION DEPT | | | | | | | | | | | |
| 1991 B | 1 | 1991 BMY DUMP TRUCK, 6X6, 5 TON | Invoice | 09/03/2021 | 09/13/2021 | 23.00 | 23.00 | 100-40-41415 | | 921 | 1 |
| Total 50352 IDAHO TRANSPORTATION DEPT: | | | | | | 23.00 | 23.00 | | | | |
| 612 INGRAM BOOK COMPANY | | | | | | | | | | | |
| 541221 | 1 | 54122197 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 9.19 | 9.19 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124044 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 31.91 | 31.91 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124045 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 76.13 | 76.13 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124046 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 55.10 | 55.10 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124047 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 58.06 | 58.06 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124048 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 100.13 | 100.13 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124049 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 23.74 | 23.74 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124050 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 29.12 | 29.12 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124051 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 21.93 | 21.93 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124052 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 16.21 | 16.21 | 100-45-41535 | | 921 | 1 |
| 541240 | 1 | 54124053 - library materials | Invoice | 08/03/2021 | 09/13/2021 | 35.25 | 35.25 | 100-45-41535 | | 921 | 1 |
| 541660 | 1 | 54166036 - library materials | Invoice | 08/05/2021 | 09/13/2021 | 30.79 | 30.79 | 100-45-41535 | | 921 | 1 |
| 541660 | 1 | 54166037 - library materials | Invoice | 08/05/2021 | 09/13/2021 | 17.97 | 17.97 | 100-45-41535 | | 921 | 1 |
| 541660 | 1 | 54166038 - library materials | Invoice | 08/05/2021 | 09/13/2021 | 30.23 | 30.23 | 100-45-41535 | | 921 | 1 |
| 541660 | 1 | 54166039 - library materials | Invoice | 08/05/2021 | 09/13/2021 | 9.51 | 9.51 | 100-45-41535 | | 921 | 1 |
| 541660 | 1 | 54166040 - library materials | Invoice | 08/05/2021 | 09/13/2021 | 15.12 | 15.12 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185133 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 63.27 | 63.27 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185134 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 5.03 | 5.03 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185135 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 16.80 | 16.80 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185136 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 10.07 | 10.07 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185137 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 17.40 | 17.40 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185138 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 15.68 | 15.68 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185139 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 6.49 | 6.49 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185140 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 31.36 | 31.36 | 100-45-41535 | | 921 | 1 |
| 541851 | 1 | 54185141 - library materials | Invoice | 08/06/2021 | 09/13/2021 | 9.85 | 9.85 | 100-45-41535 | | 921 | 1 |
| 542500 | 1 | 54250039 - library materials | Invoice | 08/11/2021 | 09/13/2021 | 30.76 | 30.76 | 100-45-41535 | | 921 | 1 |
| 542525 | 1 | 54252524 - Credit Memo | Invoice | 08/11/2021 | 09/13/2021 | 30.63- | 30.63- | 100-45-41535 | | 921 | 1 |
| 542740 | 1 | 54274400 - library materials | Invoice | 08/12/2021 | 09/13/2021 | 38.95 | 38.95 | 100-45-41535 | | 921 | 1 |
| 542743 | 1 | 54274396 - library materials | Invoice | 08/12/2021 | 09/13/2021 | 15.67 | 15.67 | 100-45-41535 | | 921 | 1 |
| 542743 | 1 | 54274397 - library materials | Invoice | 08/12/2021 | 09/13/2021 | 9.28 | 9.28 | 100-45-41535 | | 921 | 1 |
| 542743 | 1 | 54274398 - library materials | Invoice | 08/12/2021 | 09/13/2021 | 16.81 | 16.81 | 100-45-41535 | | 921 | 1 |
| 542743 | 1 | 54274399 - library materials | Invoice | 08/12/2021 | 09/13/2021 | 10.05 | 10.05 | 100-45-41535 | | 921 | 1 |
| 542744 | 1 | 54274401 - library materials | Invoice | 08/12/2021 | 09/13/2021 | 20.30 | 20.30 | 100-45-41535 | | 921 | 1 |
| 542744 | 1 | 54274402 - library materials | Invoice | 08/12/2021 | 09/13/2021 | 15.67 | 15.67 | 100-45-41535 | | 921 | 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 |
|----------------|-----------------|--------------------------------------|---------|--------------|------------|----------------|--------------------------|-------------------|------------|-----------|----------------|
| 542936 | 1 | 54296694 - library materials | Invoice | 08/13/2021 | 09/13/2021 | 30.80 | 30.80 | 100-45-41535 | | 921 | 1 |
| 542936 | 1 | 54296965 - library materials | Invoice | 08/13/2021 | 09/13/2021 | 11.59 | 11.59 | 100-45-41535 | | 921 | 1 |
| 542936 | 1 | 54293696 - library materials | Invoice | 08/13/2021 | 09/13/2021 | 17.98 | 17.98 | 100-45-41535 | | 921 | 1 |
| 542936 | 1 | 54293967 - library materials | Invoice | 08/13/2021 | 09/13/2021 | 15.12 | 15.12 | 100-45-41535 | | 921 | 1 |
| 542936 | 1 | 54296698 - library materials | Invoice | 08/13/2021 | 09/13/2021 | 11.19 | 11.19 | 100-45-41535 | | 921 | 1 |
| 543194 | 1 | 54319446 - library materials | Invoice | 08/16/2021 | 09/13/2021 | 4.05 | 4.05 | 100-45-41535 | | 921 | 1 |
| 543194 | 1 | 54319447 - library materials | Invoice | 08/16/2021 | 09/13/2021 | 6.15 | 6.15 | 100-45-41535 | | 921 | 1 |
| 543194 | 1 | 54319448 - library materials | Invoice | 08/16/2021 | 09/13/2021 | 16.23 | 16.23 | 100-45-41535 | | 921 | 1 |
| 543194 | 1 | 54319449 - library materials | Invoice | 08/16/2021 | 09/13/2021 | 85.99 | 85.99 | 100-45-41535 | | 921 | 1 |
| 543395 | 1 | 54339951 - library materials | Invoice | 08/17/2021 | 09/13/2021 | 10.59 | 10.59 | 100-45-41535 | | 921 | 1 |
| 543439 | 1 | 54343965 - library materials | Invoice | 08/17/2021 | 09/13/2021 | 69.65 | 69.65 | 100-45-41535 | | 921 | 1 |
| 543451 | 1 | 54345138 - library materials | Invoice | 08/17/2021 | 09/13/2021 | 16.23 | 16.23 | 100-45-41535 | | 921 | 1 |
| 543451 | 1 | 54345139 - library materials | Invoice | 08/17/2021 | 09/13/2021 | 152.82 | 152.82 | 100-45-41535 | | 921 | 1 |
| 543451 | 1 | 54345140 - library materials | Invoice | 08/17/2021 | 09/13/2021 | 9.86 | 9.86 | 100-45-41535 | | 921 | 1 |
| 543451 | 1 | 54345141 - library materials | Invoice | 08/17/2021 | 09/13/2021 | 75.53 | 75.53 | 100-45-41535 | | 921 | 1 |
| 543656 | 1 | 54365649 - Credit Memo | Invoice | 08/18/2021 | 09/13/2021 | 38.00- | 38.00- | 100-45-41535 | | 921 | 1 |
| 543679 | 1 | 54367937 - library materials | Invoice | 08/18/2021 | 09/13/2021 | 2.89 | 2.89 | 100-45-41535 | | 921 | 1 |
| 543679 | 1 | 54367938 - library materials | Invoice | 08/18/2021 | 09/13/2021 | 15.12 | 15.12 | 100-45-41535 | | 921 | 1 |
| 543679 | 1 | 54367939 - library materials | Invoice | 08/18/2021 | 09/13/2021 | 13.97 | 13.97 | 100-45-41535 | | 921 | 1 |
| 543679 | 1 | 54367940 - library materials | Invoice | 08/18/2021 | 09/13/2021 | 15.67 | 15.67 | 100-45-41535 | | 921 | 1 |
| 543859 | 1 | 54385972 - library materials | Invoice | 08/19/2021 | 09/13/2021 | 11.35 | 11.35 | 100-45-41535 | | 921 | 1 |
| 543859 | 1 | 54385973 - library materials | Invoice | 08/19/2021 | 09/13/2021 | 50.95 | 50.95 | 100-45-41535 | | 921 | 1 |
| 543859 | 1 | 54385974 - library materials | Invoice | 08/19/2021 | 09/13/2021 | 16.56 | 16.56 | 100-45-41535 | | 921 | 1 |
| 543908 | 1 | 54390878 - library materials | Invoice | 08/19/2021 | 09/13/2021 | 8.44 | 8.44 | 100-45-41535 | | 921 | 1 |
| 543908 | 1 | 54390879 - library materials | Invoice | 08/19/2021 | 09/13/2021 | 17.86 | 17.86 | 100-45-41535 | | 921 | 1 |
| 543908 | 1 | 54390880 - library materials | Invoice | 08/19/2021 | 09/13/2021 | 9.85 | 9.85 | 100-45-41535 | | 921 | 1 |
| 544415 | 1 | 54441506 - library materials | Invoice | 08/23/2021 | 09/13/2021 | 30.77 | 30.77 | 100-45-41535 | | 921 | 1 |
| 544415 | 1 | 54441507 - library materials | Invoice | 08/23/2021 | 09/13/2021 | 13.54 | 13.54 | 100-45-41535 | | 921 | 1 |
| 544415 | 1 | 54441508 - library materials | Invoice | 08/23/2021 | 09/13/2021 | 20.12 | 20.12 | 100-45-41535 | | 921 | 1 |
| 544415 | 1 | 54441509 - library materials | Invoice | 08/23/2021 | 09/13/2021 | 18.20 | 18.20 | 100-45-41535 | | 921 | 1 |
| 544415 | 1 | 54441510 - library materials | Invoice | 08/23/2021 | 09/13/2021 | 59.99 | 59.99 | 100-45-41535 | | 921 | 1 |
| 544415 | 1 | 54441511 - library materials | Invoice | 08/23/2021 | 09/13/2021 | 30.19 | 30.19 | 100-45-41535 | | 921 | 1 |
| 544415 | 1 | 54441512 - library materials | Invoice | 08/23/2021 | 09/13/2021 | 101.67 | 101.67 | 100-45-41535 | | 921 | 1 |
| 544415 | 1 | 54441513 - library materials | Invoice | 08/23/2021 | 09/13/2021 | 15.11 | 15.11 | 100-45-41535 | | 921 | 1 |
| 545438 | 1 | 54543852 - library materials 8.29.21 | Invoice | 08/29/2021 | 09/13/2021 | 79.85 | 79.85 | 100-45-41535 | | 921 | 1 |
| 545675 | 1 | 54567592 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 110.26 | 110.26 | 100-45-41535 | | 921 | 1 |
| 545675 | 1 | 54567593 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 110.26 | 110.26 | 100-45-41535 | | 921 | 1 |
| 545675 | 1 | 54567594 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 126.95 | 126.95 | 100-45-41535 | | 921 | 1 |
| 545675 | 1 | 54567595 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 85.28 | 85.28 | 100-45-41535 | | 921 | 1 |
| 545675 | 1 | 54567596 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 39.25 | 39.25 | 100-45-41535 | | 921 | 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 |
|------------------------------------|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 545675 | 1 | 54567597 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 10.63 | 10.63 | 100-45-41535 | | 921 | 1 |
| 545675 | 1 | 54567598 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 30.80 | 30.80 | 100-45-41535 | | 921 | 1 |
| 545675 | 1 | 54567599 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 15.12 | 15.12 | 100-45-41535 | | 921 | 1 |
| 545676 | 1 | 54567600 ALA grant spanish materials 8.30 | Invoice | 08/30/2021 | 09/13/2021 | 6.36 | 6.36 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 545676 | 1 | 54567601 ALA grant spanish materials 8.30 | Invoice | 08/30/2021 | 09/13/2021 | 121.49 | 121.49 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 545676 | 1 | 54567602 ALA grant spanish materials 8.30 | Invoice | 08/30/2021 | 09/13/2021 | 76.57 | 76.57 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 545676 | 1 | 54567603 ALA grant spanish materials 8.30 | Invoice | 08/30/2021 | 09/13/2021 | 170.87 | 170.87 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 545676 | 1 | 54567604 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 3.35 | 3.35 | 100-45-41535 | | 921 | 1 |
| 545676 | 1 | 54567605 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 14.81 | 14.81 | 100-45-41535 | | 921 | 1 |
| 545676 | 1 | 54567606 ALA grant spanish materials 8.30 | Invoice | 08/30/2021 | 09/13/2021 | 59.22 | 59.22 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 545676 | 1 | 54567607 ALA grant spanish materials 8.30 | Invoice | 08/30/2021 | 09/13/2021 | 19.91 | 19.91 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 545676 | 1 | 54567608 ALA grant spanish materials 8.30 | Invoice | 08/30/2021 | 09/13/2021 | 32.63 | 32.63 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 545676 | 1 | 54567609 ALA grant spanish materials 8.30 | Invoice | 08/30/2021 | 09/13/2021 | 145.07 | 145.07 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 545676 | 1 | 54567610 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 20.70 | 20.70 | 100-45-41535 | | 921 | 1 |
| 545676 | 1 | 54567611 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 111.39 | 111.39 | 100-45-41535 | | 921 | 1 |
| 545676 | 1 | 54567612 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 92.93 | 92.93 | 100-45-41535 | | 921 | 1 |
| 545676 | 1 | 54567613 - library materials 8.30.21 | Invoice | 08/30/2021 | 09/13/2021 | 9.27 | 9.27 | 100-45-41535 | | 921 | 1 |
| 545970 | 1 | 54597009 - library materials 8.31.21 | Invoice | 08/31/2021 | 09/13/2021 | 19.60 | 19.60 | 100-45-41535 | | 921 | 1 |
| 545970 | 1 | 54597010 - library materials 8.31.21 | Invoice | 08/31/2021 | 09/13/2021 | 10.07 | 10.07 | 100-45-41535 | | 921 | 1 |
| 545970 | 1 | 54597011 - library materials 8.30.21 | Invoice | 08/31/2021 | 09/13/2021 | 9.27 | 9.27 | 100-45-41535 | | 921 | 1 |
| 545970 | 1 | 54597012 - library materials 8.31.21 | Invoice | 08/31/2021 | 09/13/2021 | 7.84 | 7.84 | 100-45-41535 | | 921 | 1 |
| 545970 | 1 | 54597013 - library materials 8.31.21 | Invoice | 08/31/2021 | 09/13/2021 | 121.48 | 121.48 | 100-45-41535 | | 921 | 1 |
| 545970 | 1 | 54597014 - library materials 8.31.21 | Invoice | 08/31/2021 | 09/13/2021 | 16.80 | 16.80 | 100-45-41535 | | 921 | 1 |
| 546542 | 1 | 54654261 ALA grant spanish materials 9.03 | Invoice | 09/03/2021 | 09/13/2021 | 208.05 | 208.05 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 546542 | 1 | 54654262 ALA grant spanish materials 9.03 | Invoice | 09/03/2021 | 09/13/2021 | 44.72 | 44.72 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 546542 | 1 | 54654263 ALA grant spanish materials 9.03 | Invoice | 09/03/2021 | 09/13/2021 | 95.39 | 95.39 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 546542 | 1 | 54654264 ALA grant spanish materials 9.03 | Invoice | 09/03/2021 | 09/13/2021 | 19.46 | 19.46 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| 546542 | 1 | 54654265 ALA grant spanish materials 9.03 | Invoice | 09/03/2021 | 09/13/2021 | 44.12 | 44.12 | 100-45-41549 | 21.45.0002.1 | 921 | 1 |
| Total 612 INGRAM BOOK COMPANY: | | | | | | 3,901.00 | 3,901.00 | | | | |
| 229 INTEGRATED TECHNOLOGIES | | | | | | | | | | | |
| 172578 | 1 | #172578 SHARP MX-M550N BASE RATE | Invoice | 08/16/2021 | 09/13/2021 | 35.10 | 35.10 | 100-15-41323 | | 921 | 1 |
| 172578 | 2 | #172578 SHARP MX-M550N BASE RATE | Invoice | 08/16/2021 | 09/13/2021 | 35.10 | 35.10 | 200-15-41323 | | 921 | 1 |
| 172578 | 3 | #172578 SHARP MX-M550N BASE RATE | Invoice | 08/16/2021 | 09/13/2021 | 35.10 | 35.10 | 210-15-41323 | | 921 | 1 |
| 172780 | 1 | #172780 SHARP MX 2310U HPD PRINTER | Invoice | 08/19/2021 | 09/13/2021 | 80.53 | 80.53 | 100-25-41411 | | 921 | 1 |
| 173061 | 1 | Invoice# 171057 | Invoice | 08/23/2021 | 09/13/2021 | 252.30 | 252.30 | 100-20-41323 | | 921 | 1 |
| 173890 | 1 | Inv # 173890 Monthly contract for Xerox/6605 | Invoice | 08/31/2021 | 09/13/2021 | 75.83 | 75.83 | 100-55-41711 | | 921 | 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 229 INTEGRATED TECHNOLOGIES: | | | | | | 513.96 | 513.96 | | | | |
| 384 INTERMOUNTAIN GAS COMPANY | | | | | | | | | | | |
| 08/24/2 | 1 | meter 536199 P/W 33.3% | Invoice | 08/24/2021 | 09/13/2021 | 1.63 | 1.63 | 100-42-41717 | | 921 | 1 |
| 08/24/2 | 2 | meter 536199 P/W 33.3% | Invoice | 08/24/2021 | 09/13/2021 | 1.63 | 1.63 | 200-42-41717 | | 921 | 1 |
| 08/24/2 | 3 | meter 536199 P/W 33.3% | Invoice | 08/24/2021 | 09/13/2021 | 1.63 | 1.63 | 210-42-41717 | | 921 | 1 |
| 08/24/2 | 4 | METER 536199 library | Invoice | 08/24/2021 | 09/13/2021 | 4.90 | 4.90 | 100-45-41717 | | 921 | 1 |
| 08/24/2 | 5 | meter 520352 PW 1241 WAR EAGLE | Invoice | 08/24/2021 | 09/13/2021 | 9.79 | 9.79 | 100-50-41717 | | 921 | 1 |
| 08/24/2 | 6 | meter 223166 4297 Glenbrook Shop | Invoice | 08/24/2021 | 09/13/2021 | 10.90 | 10.90 | 210-70-41717 | | 921 | 1 |
| 08/24/2 | 7 | Meter 629802, HPD 311 E Cedar | Invoice | 08/24/2021 | 09/13/2021 | 41.43 | 41.43 | 100-25-41717 | | 921 | 1 |
| 08/24/2 | 8 | meter 517964 Woodside Treatment Plant | Invoice | 08/24/2021 | 09/13/2021 | 10.33 | 10.33 | 210-70-41717 | | 921 | 1 |
| 08/24/2 | 9 | meter 223157 4297 Glenbrook A | Invoice | 08/24/2021 | 09/13/2021 | 13.67 | 13.67 | 210-70-41717 | | 921 | 1 |
| 08/24/2 | 10 | meter 634547 4297 Glenbrook Bio-Solids | Invoice | 08/24/2021 | 09/13/2021 | 9.79 | 9.79 | 210-70-41717 | | 921 | 1 |
| 08/24/2 | 11 | meter 475252 WW Treatment Plant | Invoice | 08/24/2021 | 09/13/2021 | 10.33 | 10.33 | 210-70-41717 | | 921 | 1 |
| 08/24/2 | 12 | meter 529797 STREET 1811 Merlin LP | Invoice | 08/24/2021 | 09/13/2021 | 15.89 | 15.89 | 100-40-41717 | | 921 | 1 |
| 08/24/2 | 13 | meter 475481 HFD 617 S 3rd Ave | Invoice | 08/24/2021 | 09/13/2021 | 13.67 | 13.67 | 100-55-41717 | | 921 | 1 |
| Total 384 INTERMOUNTAIN GAS COMPANY: | | | | | | 145.59 | 145.59 | | | | |
| 965 INTERNATIONAL INSTITUTE OF MUNICIPAL CLE | | | | | | | | | | | |
| FY22 R | 1 | ANNUAL RENEWAL MEMBERSHIP CLERK - throug | Invoice | 07/06/2021 | 09/13/2021 | 66.67 | 66.67 | 100-15-41711 | | 921 | 1 |
| FY22 R | 2 | ANNUAL RENEWAL MEMBERSHIP CLERK - throug | Invoice | 07/06/2021 | 09/13/2021 | 66.67 | 66.67 | 200-15-41711 | | 921 | 1 |
| FY22 R | 3 | ANNUAL RENEWAL MEMBERSHIP CLERK - throug | Invoice | 07/06/2021 | 09/13/2021 | 66.66 | 66.66 | 210-15-41711 | | 921 | 1 |
| Total 965 INTERNATIONAL INSTITUTE OF MUNICIPAL CLE: | | | | | | 200.00 | 200.00 | | | | |
| 50395 JACKSON GROUP PETERBILT | | | | | | | | | | | |
| 249580 | 1 | 249580 WARNING LIGHT | Invoice | 08/17/2021 | 09/13/2021 | 195.33 | 195.33 | 100-40-41405 | | 921 | 1 |
| Total 50395 JACKSON GROUP PETERBILT: | | | | | | 195.33 | 195.33 | | | | |
| 330 JANE'S ARTIFACTS | | | | | | | | | | | |
| 052518 | 1 | Inv 052518 9 11 Exhibit Posters | Invoice | 08/24/2021 | 09/13/2021 | 116.95 | 116.95 | 100-45-41326 | | 921 | 1 |
| 052600 | 1 | Inv 052600 PMD poster board | Invoice | 09/02/2021 | 09/13/2021 | 28.33 | 28.33 | 100-45-41326 | | 921 | 1 |
| Total 330 JANE'S ARTIFACTS: | | | | | | 145.28 | 145.28 | | | | |
| 1065 JOE'S BACKHOE SERVICES INC | | | | | | | | | | | |
| 240553 | 1 | 240553 7 YARDS OF TOPSOIL | Invoice | 08/01/2021 | 09/13/2021 | 157.50 | 157.50 | 120-50-41539 | 18.50.0003.1 | 921 | 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 1065 JOE'S BACKHOE SERVICES INC: | | | | | | 157.50 | 157.50 | | | | |
| 4542 KETCHUM COMPUTERS | | | | | | | | | | | |
| 18205 | 1 | # 18205 Admin - Power outage maint. external email | Invoice | 08/16/2021 | 09/13/2021 | 505.42 | 505.42 | 100-15-41313 | | 921 | 1 |
| 18205 | 2 | # 18205 Admin - Power outage maint. external email | Invoice | 08/16/2021 | 09/13/2021 | 505.42 | 505.42 | 200-15-41313 | | 921 | 1 |
| 18205 | 3 | # 18205 Admin - Power outage maint. external email | Invoice | 08/16/2021 | 09/13/2021 | 505.41 | 505.41 | 210-15-41313 | | 921 | 1 |
| 18205 | 4 | # 18205 Comm Dev - Lisa Laptop Diagnosis | Invoice | 08/16/2021 | 09/13/2021 | 96.87 | 96.87 | 100-20-41313 | | 921 | 1 |
| 18205 | 5 | #18205 Parks - Skate Park streaming snippet on web | Invoice | 08/16/2021 | 09/13/2021 | 96.88 | 96.88 | 100-50-41313 | | 921 | 1 |
| 18205 | 6 | # 18205 - HPD - Install SWET ptinter drivers and test | Invoice | 08/16/2021 | 09/13/2021 | 247.50 | 247.50 | 100-25-41313 | | 921 | 1 |
| 18238 | 1 | # 18238 Admin - Monthly updates, network connectivi | Invoice | 08/31/2021 | 09/13/2021 | 411.74 | 411.74 | 100-15-41313 | | 921 | 1 |
| 18238 | 2 | # 18238 Admin - Monthly updates, network connectivi | Invoice | 08/31/2021 | 09/13/2021 | 411.74 | 411.74 | 200-15-41313 | | 921 | 1 |
| 18238 | 3 | # 18238 Admin - Monthly updates, network connectivi | Invoice | 08/31/2021 | 09/13/2021 | 411.73 | 411.73 | 210-15-41313 | | 921 | 1 |
| 18238 | 4 | # 18238 HPD - Re-enable Manny account, email and | Invoice | 08/31/2021 | 09/13/2021 | 232.50 | 232.50 | 100-25-41313 | | 921 | 1 |
| 18238 | 5 | # 18238 Parks - Two way audio research for Skate P | Invoice | 08/31/2021 | 09/13/2021 | 116.25 | 116.25 | 100-50-41313 | | 921 | 1 |
| Total 4542 KETCHUM COMPUTERS: | | | | | | 3,541.46 | 3,541.46 | | | | |
| 50359 KIM ANDERSON PAINTING LLC | | | | | | | | | | | |
| 09/07/2 | 1 | 9/7/21 PAINT UPPER W WINDOWS | Invoice | 09/07/2021 | 09/13/2021 | 500.00 | 500.00 | 100-42-41413 | | 921 | 1 |
| 09/07/2 | 2 | 9/7/21 PAINT UPPER W WINDOWS | Invoice | 09/07/2021 | 09/13/2021 | 500.00 | 500.00 | 200-42-41413 | | 921 | 1 |
| 09/07/2 | 3 | 9/7/21 PAINT UPPER W WINDOWS | Invoice | 09/07/2021 | 09/13/2021 | 500.00 | 500.00 | 210-42-41413 | | 921 | 1 |
| Total 50359 KIM ANDERSON PAINTING LLC: | | | | | | 1,500.00 | 1,500.00 | | | | |
| 6402 KOCH'S TENNIS COURT SERVICE, LLC | | | | | | | | | | | |
| 06/18/2 | 1 | 6.20.2021 PAINT PICKLEBALL LINES AT HEAGLE T | Invoice | 06/18/2021 | 09/13/2021 | 1,800.00 | 1,800.00 | 100-50-41403 | | 921 | 1 |
| Total 6402 KOCH'S TENNIS COURT SERVICE, LLC: | | | | | | 1,800.00 | 1,800.00 | | | | |
| 1728 KUBWATER RESOURCES | | | | | | | | | | | |
| 10549 | 1 | 10549 ZETAG 8868 POLYMER WW | Invoice | 08/17/2021 | 09/13/2021 | 18,342.40 | 18,342.40 | 210-70-41791 | | 921 | 1 |
| Total 1728 KUBWATER RESOURCES: | | | | | | 18,342.40 | 18,342.40 | | | | |
| 386 L.L. GREENS | | | | | | | | | | | |
| A63351 | 1 | A633514 FASTENERS FOR CITY HALL CAMERAS | Invoice | 08/13/2021 | 09/13/2021 | 1.36 | 1.36 | 100-15-41539 | 20.15.0001.1 | 921 | 1 |
| A63351 | 2 | A633514 FASTENERS FOR CITY HALL CAMERAS | Invoice | 08/13/2021 | 09/13/2021 | 1.36 | 1.36 | 200-15-41539 | 20.15.0001.1 | 921 | 1 |
| A63351 | 3 | A633514 FASTENERS FOR CITY HALL CAMERAS | Invoice | 08/13/2021 | 09/13/2021 | 1.36 | 1.36 | 210-15-41539 | 20.15.0001.1 | 921 | 1 |
| A63404 | 1 | #A634040 FASTENERS | Invoice | 08/18/2021 | 09/13/2021 | 29.74 | 29.74 | 200-60-41403 | | 921 | 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 |
|--|-----------------|---|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| A63457 | 1 | A634579 1/4" DRILL BIT, 3/16" DRILL BIT | Invoice | 08/23/2021 | 09/13/2021 | 2.83 | 2.83 | 100-15-41539 | 20.15.0001.1 | 921 | 1 |
| A63457 | 2 | A634579 1/4" DRILL BIT, 3/16" DRILL BIT | Invoice | 08/23/2021 | 09/13/2021 | 2.83 | 2.83 | 200-15-41539 | 20.15.0001.1 | 921 | 1 |
| A63457 | 3 | A634579 1/4" DRILL BIT, 3/16" DRILL BIT | Invoice | 08/23/2021 | 09/13/2021 | 2.82 | 2.82 | 210-15-41539 | 20.15.0001.1 | 921 | 1 |
| A63556 | 1 | #A635566 BUILDING KEYS | Invoice | 09/01/2021 | 09/13/2021 | 45.80 | 45.80 | 200-60-41401 | | 921 | 1 |
| A63556 | 2 | #A635566 PLIERS | Invoice | 09/01/2021 | 09/13/2021 | 21.49 | 21.49 | 200-60-41405 | | 921 | 1 |
| A63556 | 3 | #A635566 DRILL BIT SET | Invoice | 09/01/2021 | 09/13/2021 | 52.99 | 52.99 | 200-60-41405 | | 921 | 1 |
| B36622 | 1 | #B366221 FASTENERS | Invoice | 08/18/2021 | 09/13/2021 | 3.04 | 3.04 | 200-60-41403 | | 921 | 1 |
| Total 386 L.L. GREENS : | | | | | | 165.62 | 165.62 | | | | |
| 366 LES SCHWAB TIRE CENTER | | | | | | | | | | | |
| 117006 | 1 | 11700690972 DISMOUNT AND MOUNT #5010 | Invoice | 05/20/2021 | 09/13/2021 | 35.00 | 35.00 | 100-40-41405 | | 921 | 1 |
| 117007 | 1 | #11700709371 FLAT REPAIR WW | Invoice | 08/27/2021 | 09/13/2021 | 80.04 | 80.04 | 210-70-41415 | | 921 | 1 |
| Total 366 LES SCHWAB TIRE CENTER: | | | | | | 115.04 | 115.04 | | | | |
| 4595 LYON LANDSCAPE ARCHITECTS PLLC | | | | | | | | | | | |
| 012.19. | 1 | 012.19.3 S. Woodside Park | Invoice | 08/31/2021 | 09/13/2021 | 1,376.00 | 1,376.00 | 120-50-41539 | 18.50.0003.1 | 921 | 1 |
| Total 4595 LYON LANDSCAPE ARCHITECTS PLLC: | | | | | | 1,376.00 | 1,376.00 | | | | |
| 6455 MCGRAW, LISA R | | | | | | | | | | | |
| CRE. R | 1 | CRE. REF. 211 COTTONWOOD | Invoice | 09/03/2021 | 09/13/2021 | 215.55 | 215.55 | 100-00-15110 | | 921 | 1 |
| Total 6455 MCGRAW, LISA R: | | | | | | 215.55 | 215.55 | | | | |
| 390 METROQUIP, INC. | | | | | | | | | | | |
| P11169 | 1 | p11169 2 SEG GB, TUBE BROOM | Invoice | 08/10/2021 | 09/13/2021 | 865.03 | 865.03 | 100-40-41405 | | 921 | 1 |
| Total 390 METROQUIP, INC.: | | | | | | 865.03 | 865.03 | | | | |
| 4495 MIDWEST TAPE | | | | | | | | | | | |
| 500811 | 1 | 500811727 8.6.21 dvds | Invoice | 08/06/2021 | 09/13/2021 | 97.96 | 97.96 | 100-45-41535 | | 921 | 1 |
| 500867 | 1 | 500867606 8.19.21 dvd | Invoice | 08/19/2021 | 09/13/2021 | 22.49 | 22.49 | 100-45-41535 | | 921 | 1 |
| 500899 | 1 | 500899654 audio cds | Invoice | 08/26/2021 | 09/13/2021 | 144.96 | 144.96 | 100-45-41535 | | 921 | 1 |
| 500927 | 1 | 500927077 9.1.21 dvds | Invoice | 09/01/2021 | 09/13/2021 | 39.98 | 39.98 | 100-45-41535 | | 921 | 1 |
| 500927 | 1 | 500927078 9.1.21 audios | Invoice | 09/01/2021 | 09/13/2021 | 109.97 | 109.97 | 100-45-41535 | | 921 | 1 |
| Total 4495 MIDWEST TAPE: | | | | | | 415.36 | 415.36 | | | | |

| 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 |
|--|-----------------|---|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 4585 MOUNTAIN EQUIPMENT TECHNOLOGY | | | | | | | | | | | |
| 3521 | 1 | #3521 SCADA/PLC SERVICE WWTP | Invoice | 08/17/2021 | 09/13/2021 | 1,575.00 | 1,575.00 | 210-70-41313 | | 921 | 1 |
| Total 4585 MOUNTAIN EQUIPMENT TECHNOLOGY: | | | | | | 1,575.00 | 1,575.00 | | | | |
| 251 NAPA AUTO PARTS | | | | | | | | | | | |
| 031011 | 1 | 031011 HEATER - REMAINING BALANCE | Invoice | 10/06/2020 | 09/13/2021 | 83.80 | 83.80 | 100-40-41405 | | 921 | 1 |
| 052691 | 1 | #052691 FUEL FILTER | Invoice | 04/08/2021 | 09/13/2021 | 4.79 | 4.79 | 200-60-41415 | | 921 | 1 |
| 052691 | 2 | #052691 COOLENT | Invoice | 04/08/2021 | 09/13/2021 | 6.29 | 6.29 | 200-60-41415 | | 921 | 1 |
| 060384 | 1 | #060384 BATTERY CABLES | Invoice | 06/09/2021 | 09/13/2021 | 23.99 | 23.99 | 200-60-41415 | | 921 | 1 |
| 066247 | 1 | 066247 ABRASIVE | Invoice | 07/21/2021 | 09/13/2021 | 13.98 | 13.98 | 120-40-41549 | 18.40.0004.1 | 921 | 1 |
| 066447 | 1 | 040196 CORE DEPOSIT | Invoice | 07/22/2021 | 09/13/2021 | 21.60- | 21.60- | 100-40-41405 | | 921 | 1 |
| 068323 | 1 | #068323 OIL FILTER FOR HPD | Invoice | 08/05/2021 | 09/13/2021 | 5.98 | 5.98 | 100-25-41415 | | 921 | 1 |
| 068803 | 1 | #068803 HPD OIL FILTER /SYN BAY BOX | Invoice | 08/09/2021 | 09/13/2021 | 81.98 | 81.98 | 100-25-41415 | | 921 | 1 |
| 069301 | 1 | 066447 SOLENOID | Invoice | 08/11/2021 | 09/13/2021 | 27.29 | 27.29 | 100-40-41415 | | 921 | 1 |
| 069351 | 1 | 069351TRI-BALL RCVR MOUNT | Invoice | 08/12/2021 | 09/13/2021 | 127.99 | 127.99 | 100-40-41415 | | 921 | 1 |
| 069393 | 1 | #069393 BATTERY DISSCONNEN FOR HPD | Invoice | 08/12/2021 | 09/13/2021 | 9.99 | 9.99 | 100-25-41415 | | 921 | 1 |
| 069415 | 1 | #069415 AIR FILTER FOR HPD | Invoice | 08/12/2021 | 09/13/2021 | 8.79 | 8.79 | 100-25-41415 | | 921 | 1 |
| 070214 | 1 | 070214 SCREWS MISC, LOC WASH, WASHERS, | Invoice | 08/18/2021 | 09/13/2021 | 487.65 | 487.65 | 100-40-41405 | | 921 | 1 |
| 070704 | 1 | #070704 BATTER ACCESSORIES FOR HPD | Invoice | 08/23/2021 | 09/13/2021 | 9.99 | 9.99 | 100-25-41415 | | 921 | 1 |
| 070775 | 1 | 070775 HOSE END | Invoice | 08/23/2021 | 09/13/2021 | 17.31 | 17.31 | 100-40-41405 | | 921 | 1 |
| 071339 | 1 | #071339 BATTERY ACCESSORIES FOR | Invoice | 08/26/2021 | 09/13/2021 | 9.99 | 9.99 | 100-25-41415 | | 921 | 1 |
| Total 251 NAPA AUTO PARTS: | | | | | | 898.21 | 898.21 | | | | |
| 307 NORTH CENTRAL LABORATORIES | | | | | | | | | | | |
| 457692 | 1 | #457692 LAB SUPPLIES WW | Invoice | 07/26/2021 | 09/13/2021 | 792.41 | 792.41 | 210-70-41795 | | 921 | 1 |
| 457826 | 1 | #457826 QA/QC STANDARD WW | Invoice | 07/28/2021 | 09/13/2021 | 47.99 | 47.99 | 210-70-41795 | | 921 | 1 |
| 458574 | 1 | #458574 LAB SUPPLIES WW | Invoice | 08/13/2021 | 09/13/2021 | 218.90 | 218.90 | 210-70-41795 | | 921 | 1 |
| 459060 | 1 | #459060 QA/QC STANDARD WW | Invoice | 08/26/2021 | 09/13/2021 | 48.12 | 48.12 | 210-70-41795 | | 921 | 1 |
| Total 307 NORTH CENTRAL LABORATORIES: | | | | | | 1,107.42 | 1,107.42 | | | | |
| 50387 OLD CUTTERS HOMEOWNERS ASSOC. | | | | | | | | | | | |
| 1846 | 1 | 1846 55% POWER BILL AUG 2021 | Invoice | 08/18/2021 | 09/13/2021 | 96.00 | 96.00 | 100-50-41717 | | 921 | 1 |
| Total 50387 OLD CUTTERS HOMEOWNERS ASSOC.: | | | | | | 96.00 | 96.00 | | | | |
| 50298 O'REILLY AUTO PARTS | | | | | | | | | | | |
| 4635-1 | 1 | 4635-151563 BRUSH AND CAR WASH SOAP FOR | Invoice | 03/12/2021 | 09/13/2021 | 28.47 | 28.47 | 100-25-41415 | | 921 | 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 |
|---|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|------------|-----------|----------------|
| 4635-1 | 1 | 4635-153831 20 AMP GLASS | Invoice | 03/24/2021 | 09/13/2021 | 3.29 | 3.29 | 100-40-41405 | | 921 | 1 |
| 4635-1 | 1 | 4635-169790 PWR BRK BSTR | Invoice | 06/09/2021 | 09/13/2021 | 167.40 | 167.40 | 100-40-41405 | | 921 | 1 |
| 4635-1 | 1 | 4635-173079 BRAKE ROTORS AND CERAMIC PAD | Invoice | 06/23/2021 | 09/13/2021 | 104.99 | 104.99 | 100-25-41415 | | 921 | 1 |
| 4635-1 | 1 | 4635-183411 SUPER SEAL | Invoice | 08/05/2021 | 09/13/2021 | 28.64 | 28.64 | 100-40-41405 | | 921 | 1 |
| 4635-1 | 1 | 4635-184736 WATER KUBOTA BATTERY | Invoice | 08/11/2021 | 09/13/2021 | 99.38 | 99.38 | 100-40-41405 | | 921 | 1 |
| 4635-1 | 1 | 4635-184955 BRUSH | Invoice | 08/12/2021 | 09/13/2021 | 7.99 | 7.99 | 100-40-41405 | | 921 | 1 |
| 4635-1 | 1 | #4635-185010 WAY LINK KIT FOR HPD 1 | Invoice | 08/12/2021 | 09/13/2021 | 27.69 | 27.69 | 100-25-41415 | | 921 | 1 |
| 4635-1 | 1 | 4635-185848 GLOVES FOR HPD | Invoice | 08/16/2021 | 09/13/2021 | 33.24 | 33.24 | 100-25-41215 | | 921 | 1 |
| 4635-1 | 1 | 4635-185880 mirror | Invoice | 08/16/2021 | 09/13/2021 | 43.66 | 43.66 | 100-40-41415 | | 921 | 1 |
| 4635-1 | 1 | #4635-186323 WRENCHES | Invoice | 08/18/2021 | 09/13/2021 | 57.97 | 57.97 | 200-60-41405 | | 921 | 1 |
| 4635-1 | 2 | #4635-186323 HAND CLEANER | Invoice | 08/18/2021 | 09/13/2021 | 3.99 | 3.99 | 200-60-41405 | | 921 | 1 |
| 4635-1 | 1 | #4635-186698 WIPER BLADES HPD 1 | Invoice | 08/19/2021 | 09/13/2021 | 24.29 | 24.29 | 100-25-41415 | | 921 | 1 |
| Total 50298 O'REILLY AUTO PARTS: | | | | | | 631.00 | 631.00 | | | | |
| 6453 PFLEGER, KEVIN & ARIANNE | | | | | | | | | | | |
| CRE. R | 1 | CR. REF - 740 RED ASH DR #B4 | Invoice | 09/03/2021 | 09/13/2021 | 41.42 | 41.42 | 100-00-15110 | | 921 | 1 |
| Total 6453 PFLEGER, KEVIN & ARIANNE: | | | | | | 41.42 | 41.42 | | | | |
| 438 PLATT | | | | | | | | | | | |
| 1K4517 | 1 | 1K45172 CREDIT WW **SEE PO#50093 | Invoice | 03/24/2021 | 08/23/2021 | 763.19- | 763.19- | 210-70-41423 | | 821 | 1 |
| 1V7037 | 1 | #1V70379 50' 4-WIRE LIFTSTATION PUMPS RVSP | Invoice | 08/11/2021 | 09/13/2021 | 1,540.47 | 1,540.47 | 210-70-41403 | | 921 | 1 |
| 1W786 | 1 | 1W78681 BATTERIESFOR POWER TOOLS | Invoice | 08/20/2021 | 09/13/2021 | 79.00 | 79.00 | 100-50-41403 | | 921 | 1 |
| Total 438 PLATT: | | | | | | 856.28 | 856.28 | | | | |
| 8586 POGUE, RICHARD | | | | | | | | | | | |
| P&Z ST | 1 | P&Z Stipend 08/02/2021 and 08/16/2021 | Invoice | 08/02/2021 | 09/13/2021 | 112.50 | 112.50 | 100-10-41313 | | 921 | 1 |
| P&Z ST | 2 | P&Z Stipend | Invoice | 08/02/2021 | 09/13/2021 | 56.24 | 56.24 | 200-10-41313 | | 921 | 1 |
| P&Z ST | 3 | P&Z Stipend 2 | Invoice | 08/02/2021 | 09/13/2021 | 56.26 | 56.26 | 210-10-41313 | | 921 | 1 |
| Total 8586 POGUE, RICHARD: | | | | | | 225.00 | 225.00 | | | | |
| 4653 PROFESSIONAL BULL RIDING/JUSTIN ANDRADE | | | | | | | | | | | |
| 8/07/20 | 1 | 8.7.21 PBR RODEO EVENT DEPOSIT REFUND | Invoice | 08/07/2021 | 09/13/2021 | 1,000.00 | 1,000.00 | 100-00-20314 | | 921 | 1 |
| Total 4653 PROFESSIONAL BULL RIDING/JUSTIN ANDRADE: | | | | | | 1,000.00 | 1,000.00 | | | | |

| Invoice Number | Sequence Number | Description | Type | Invoice Date | Due Date | Invoice Amount | Net Invoice Check Amount | GL Account Number | Job Number | GL Period | Separate Check |
|--|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 1965 PUMP TECH INC | | | | | | | | | | | |
| 017231 | 1 | #016859 CL2 PUMP PARTS FOR RIVER ST. | Invoice | 08/05/2021 | 09/13/2021 | 524.86 | 524.86 | 220-65-41547 | 21.60.0002.1 | 921 | 1 |
| 017252 | 1 | #0172524-IN SCADA CABLES FOR CL2 AT RIVER | Invoice | 08/17/2021 | 09/13/2021 | 63.67 | 63.67 | 200-60-41547 | 21.60.0002.1 | 921 | 1 |
| Total 1965 PUMP TECH INC: | | | | | | 588.53 | 588.53 | | | | |
| 5328 RUSCITTO LATHAM BLANTON | | | | | | | | | | | |
| 082116 | 1 | Inv #082116 Project # 20.69.01 | Invoice | 08/01/2021 | 09/13/2021 | 7,875.32 | 7,875.32 | 100-55-41313 | 18.55.0003.1 | 921 | 1 |
| Total 5328 RUSCITTO LATHAM BLANTON: | | | | | | 7,875.32 | 7,875.32 | | | | |
| 6456 SANDOVAL, MARIA CARMEN | | | | | | | | | | | |
| CRE. R | 1 | CRE. REF. 3440 GLENBROOK DR | Invoice | 08/23/2021 | 09/13/2021 | 111.78 | 111.78 | 100-00-15110 | | 921 | 1 |
| Total 6456 SANDOVAL, MARIA CARMEN: | | | | | | 111.78 | 111.78 | | | | |
| 2124 SAWTOOTH PAINT & AIRLESS, INC. | | | | | | | | | | | |
| 152343 | 1 | 152343 Magnetic Primer Paint Youth Library | Invoice | 08/16/2021 | 09/13/2021 | 68.30 | 68.30 | 100-45-41413 | | 921 | 1 |
| Total 2124 SAWTOOTH PAINT & AIRLESS, INC.: | | | | | | 68.30 | 68.30 | | | | |
| 214 SAWTOOTH WOOD PRODUCTS | | | | | | | | | | | |
| 000012 | 1 | Inv # 128419 chain for wildland saw | Invoice | 08/16/2021 | 09/13/2021 | 110.88 | 110.88 | 100-55-41405 | 21.55.0002.1 | 921 | 1 |
| Total 214 SAWTOOTH WOOD PRODUCTS: | | | | | | 110.88 | 110.88 | | | | |
| 4330 SCANLON, OWEN | | | | | | | | | | | |
| P&Z ST | 1 | P&Z Stipend 08/02/2021 and 08/16/2021 | Invoice | 08/02/2021 | 09/13/2021 | 112.50 | 112.50 | 100-10-41313 | | 921 | 1 |
| P&Z ST | 2 | P&Z Stipend | Invoice | 08/02/2021 | 09/13/2021 | 56.24 | 56.24 | 200-10-41313 | | 921 | 1 |
| P&Z ST | 3 | P&Z Stipend 2 | Invoice | 08/02/2021 | 09/13/2021 | 56.26 | 56.26 | 210-10-41313 | | 921 | 1 |
| Total 4330 SCANLON, OWEN: | | | | | | 225.00 | 225.00 | | | | |
| 9560 SILVER CREEK FORD | | | | | | | | | | | |
| 450087 | 1 | 45008724 CITY HALL EXPLORER BACK DOOR HA | Invoice | 08/19/2021 | 09/13/2021 | .86 | .86 | 100-42-41415 | | 921 | 1 |
| 450087 | 2 | 45008724 CITY HALL EXPLORER BACK DOOR HA | Invoice | 08/19/2021 | 09/13/2021 | .86 | .86 | 200-42-41415 | | 921 | 1 |
| 450087 | 3 | 45008724 CITY HALL EXPLORER BACK DOOR HA | Invoice | 08/19/2021 | 09/13/2021 | .86 | .86 | 210-42-41415 | | 921 | 1 |
| Total 9560 SILVER CREEK FORD: | | | | | | 2.58 | 2.58 | | | | |

| 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 |
|---|-----------------|--|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 5494 SILVER CREEK SUPPLY | | | | | | | | | | | |
| 000494 | 1 | 0004943684-002 HUNTER NOZZLES WOODSIDE | Invoice | 08/03/2021 | 09/13/2021 | 151.80 | 151.80 | 100-50-41403 | | 921 | 1 |
| 000494 | 1 | 0004943684-003 HUNTER NOZZLES WOODSIDE | Invoice | 08/09/2021 | 09/13/2021 | 68.31 | 68.31 | 100-50-41403 | | 921 | 1 |
| 000497 | 1 | 0004978954-001 HUNTER NOZZLES WOODSIDE | Invoice | 08/04/2021 | 09/13/2021 | 30.36 | 30.36 | 100-50-41403 | | 921 | 1 |
| 000497 | 1 | 0004978954-002 HUNTER NOZZLES WOODSIDE | Invoice | 08/09/2021 | 09/13/2021 | 45.54 | 45.54 | 100-50-41403 | | 921 | 1 |
| 000498 | 1 | #0004985613-001 PVC PARTS FOR TOE OF THE H | Invoice | 08/05/2021 | 09/13/2021 | 22.83 | 22.83 | 200-60-41403 | 18.50.0003.1 | 921 | 1 |
| 000500 | 1 | 0005003604-001 IRR HEADS SKATE PARK | Invoice | 08/10/2021 | 09/13/2021 | 14.64 | 14.64 | 100-50-41403 | | 921 | 1 |
| 000502 | 1 | 0005023971-001 SUN HAT | Invoice | 08/13/2021 | 09/13/2021 | 22.17 | 22.17 | 100-50-41403 | | 921 | 1 |
| 000502 | 1 | 0005024573-001 HUNTER NOZZLES WOODSIDE | Invoice | 08/13/2021 | 09/13/2021 | 75.90 | 75.90 | 100-50-41403 | | 921 | 1 |
| 000504 | 1 | 0005048545-001 HUNTER NOZZLES WOODSIDE | Invoice | 08/18/2021 | 09/13/2021 | 75.90 | 75.90 | 100-50-41403 | | 921 | 1 |
| 000506 | 1 | 0005064955-001 HUNTER NOZZLES, ELBOWS WO | Invoice | 08/23/2021 | 09/13/2021 | 62.99 | 62.99 | 100-50-41403 | | 921 | 1 |
| 000507 | 1 | 0005072437-001 HUNTER NOZZLES WOODSIDE | Invoice | 08/24/2021 | 09/13/2021 | 37.95 | 37.95 | 100-50-41403 | | 921 | 1 |
| Total 5494 SILVER CREEK SUPPLY: | | | | | | 608.39 | 608.39 | | | | |
| 7002 SMITH, DAN | | | | | | | | | | | |
| P&Z ST | 1 | P&Z Stipend 08/02/2021 and 08/16/2021 | Invoice | 08/02/2021 | 09/13/2021 | 112.50 | 112.50 | 100-10-41313 | | 921 | 1 |
| P&Z ST | 2 | P&Z Stipend | Invoice | 08/02/2021 | 09/13/2021 | 56.24 | 56.24 | 200-10-41313 | | 921 | 1 |
| P&Z ST | 3 | P&Z Stipend 2 | Invoice | 08/02/2021 | 09/13/2021 | 56.26 | 56.26 | 210-10-41313 | | 921 | 1 |
| P&Z ST | 1 | P&Z Stipend 09/07/2021 | Invoice | 09/07/2021 | 09/13/2021 | 56.25 | 56.25 | 100-10-41313 | | 921 | 1 |
| P&Z ST | 2 | P&Z Stipend | Invoice | 09/07/2021 | 09/13/2021 | 28.12 | 28.12 | 200-10-41313 | | 921 | 1 |
| P&Z ST | 3 | P&Z Stipend 2 | Invoice | 09/07/2021 | 09/13/2021 | 28.13 | 28.13 | 210-10-41313 | | 921 | 1 |
| Total 7002 SMITH, DAN: | | | | | | 337.50 | 337.50 | | | | |
| 50446 STONE, DUSTIN | | | | | | | | | | | |
| P&Z ST | 1 | P&Z Stipend 08/02/2021 | Invoice | 08/02/2021 | 09/13/2021 | 56.25 | 56.25 | 100-10-41313 | | 921 | 1 |
| P&Z ST | 2 | P&Z Stipend | Invoice | 08/02/2021 | 09/13/2021 | 28.12 | 28.12 | 200-10-41313 | | 921 | 1 |
| P&Z ST | 3 | P&Z Stipend 2 | Invoice | 08/02/2021 | 09/13/2021 | 28.13 | 28.13 | 210-10-41313 | | 921 | 1 |
| P&Z ST | 1 | P&Z Stipend 09/07/2021 | Invoice | 09/07/2021 | 09/13/2021 | 56.25 | 56.25 | 100-10-41313 | | 921 | 1 |
| P&Z ST | 2 | P&Z Stipend | Invoice | 09/07/2021 | 09/13/2021 | 28.12 | 28.12 | 200-10-41313 | | 921 | 1 |
| P&Z ST | 3 | P&Z Stipend 2 | Invoice | 09/07/2021 | 09/13/2021 | 28.13 | 28.13 | 200-10-41313 | | 921 | 1 |
| Total 50446 STONE, DUSTIN: | | | | | | 225.00 | 225.00 | | | | |
| 8559 SUN VALLEY AIR SERVICES BOARD | | | | | | | | | | | |
| JULY 2 | 1 | LOT FOR AIR JULY 2021 | Invoice | 09/03/2021 | 09/13/2021 | 27,807.66 | 27,807.66 | 100-10-41707 | | 921 | 1 |
| Total 8559 SUN VALLEY AIR SERVICES BOARD: | | | | | | 27,807.66 | 27,807.66 | | | | |

| 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 |
|--------------------------------------|-----------------|---|---------|--------------|------------|----------------|--------------------------|-------------------|--------------|-----------|----------------|
| 2636 SUN VALLEY TITLE COMPANY | | | | | | | | | | | |
| 116 RIV | 1 | 116 River Street Bldg Purchase | Invoice | 09/03/2021 | 09/13/2021 | 937,624.06 | 937,624.06 | 100-15-41329 | | 921 | 1 |
| Total 2636 SUN VALLEY TITLE COMPANY: | | | | | | 937,624.06 | 937,624.06 | | | | |
| 1943 UNIFORMS 2 GEAR | | | | | | | | | | | |
| 117174 | 1 | LINDERMAN POST ACADEMY GEAR | Invoice | 08/27/2021 | 09/13/2021 | 82.00 | 82.00 | 100-25-41703 | | 921 | 1 |
| Total 1943 UNIFORMS 2 GEAR: | | | | | | 82.00 | 82.00 | | | | |
| 2817 UNITED OIL | | | | | | | | | | | |
| 972428 | 1 | 972428 FUEL CHARGES PARKS 8.15.21 | Invoice | 08/15/2021 | 09/13/2021 | 571.28 | 571.28 | 100-50-41719 | | 921 | 1 |
| 972429 | 1 | Inv # 972429 Fuel Charges | Invoice | 08/15/2021 | 09/13/2021 | 318.74 | 318.74 | 100-55-41719 | | 921 | 1 |
| 972429 | 2 | Inv # 972429fuel charges for wildland deployment | Invoice | 08/15/2021 | 09/13/2021 | 302.74 | 302.74 | 100-55-41719 | 21.55.0002.1 | 921 | 1 |
| 972430 | 1 | #972430 HPD FUEL | Invoice | 08/15/2021 | 09/13/2021 | 799.92 | 799.92 | 100-25-41719 | | 921 | 1 |
| 972431 | 1 | 972431 Fuel Charges | Invoice | 08/15/2021 | 09/13/2021 | 30.17 | 30.17 | 100-42-41719 | | 921 | 1 |
| 972431 | 2 | 972431 Fuel Charges | Invoice | 08/15/2021 | 09/13/2021 | 30.17 | 30.17 | 200-42-41719 | | 921 | 1 |
| 972431 | 3 | 972431 Fuel Charges | Invoice | 08/15/2021 | 09/13/2021 | 30.18 | 30.18 | 210-42-41719 | | 921 | 1 |
| 972431 | 4 | 972432 FUEL CHARGES | Invoice | 08/15/2021 | 09/13/2021 | 18.56 | 18.56 | 100-42-41719 | | 921 | 1 |
| 972431 | 5 | 972432 FUEL CHARGES | Invoice | 08/15/2021 | 09/13/2021 | 18.56 | 18.56 | 200-42-41719 | | 921 | 1 |
| 972431 | 6 | 972432 FUEL CHARGES | Invoice | 08/15/2021 | 09/13/2021 | 18.56 | 18.56 | 210-42-41719 | | 921 | 1 |
| 972433 | 1 | #972435 PUMPED VEHICLE FUEL WW | Invoice | 08/15/2021 | 09/13/2021 | 1,032.01 | 1,032.01 | 210-70-41719 | | 921 | 1 |
| 972434 | 1 | #972434 PUMPED VEHICLE FUEL W. | Invoice | 08/15/2021 | 09/13/2021 | 259.80 | 259.80 | 200-60-41719 | | 921 | 1 |
| 973573 | 1 | HPD GAS | Invoice | 08/31/2021 | 09/13/2021 | 741.37 | 741.37 | 100-25-41719 | | 921 | 1 |
| Total 2817 UNITED OIL: | | | | | | 4,172.06 | 4,172.06 | | | | |
| 1216 UPPER CASE PRINTING, INK | | | | | | | | | | | |
| 17411 | 1 | # 17411 Black out last line on back of utility bill | Invoice | 08/11/2021 | 09/13/2021 | 36.95 | 36.95 | 100-15-41323 | | 921 | 1 |
| 17411 | 2 | # 17411 Black out last line on back of utility bill | Invoice | 08/11/2021 | 09/13/2021 | 36.95 | 36.95 | 200-15-41323 | | 921 | 1 |
| 17411 | 3 | # 17411 Black out last line on back of utility bill | Invoice | 08/11/2021 | 09/13/2021 | 36.95 | 36.95 | 210-15-41323 | | 921 | 1 |
| Total 1216 UPPER CASE PRINTING, INK: | | | | | | 110.85 | 110.85 | | | | |
| 22444 USA BLUE BOOK | | | | | | | | | | | |
| 689425 | 1 | #689425 1/4" TUBBING FOR CL2 SYSTEM | Invoice | 08/09/2021 | 09/13/2021 | 12.99 | 12.99 | 200-60-41401 | | 921 | 1 |
| Total 22444 USA BLUE BOOK: | | | | | | 12.99 | 12.99 | | | | |

| 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 |
|--|-----------------|---|---------|--------------|------------|----------------|--------------------------|-------------------|------------|-----------|----------------|
| 645 VALLEY CAR WASH | | | | | | | | | | | |
| 101825 | 1 | 6/2/21 ICE | Invoice | 06/02/2021 | 09/13/2021 | 12.00 | 12.00 | 100-40-41405 | | 921 | 1 |
| Total 645 VALLEY CAR WASH: | | | | | | 12.00 | 12.00 | | | | |
| 367 WALKER SAND AND GRAVEL | | | | | | | | | | | |
| 903913 | 1 | #903913 3/4" ROAD MIX | Invoice | 06/22/2021 | 09/13/2021 | 131.80 | 131.80 | 200-60-41403 | | 921 | 1 |
| Total 367 WALKER SAND AND GRAVEL: | | | | | | 131.80 | 131.80 | | | | |
| 4004 WAXIE SANITARY SUPPLY | | | | | | | | | | | |
| 802249 | 1 | 80224973 CITY HALL CLEANING SUPPLIES | Invoice | 08/18/2021 | 09/13/2021 | 27.24 | 27.24 | 100-42-41413 | | 921 | 1 |
| 802249 | 2 | 80224973 CITY HALL CLEANING SUPPLIES | Invoice | 08/18/2021 | 09/13/2021 | 27.24 | 27.24 | 200-42-41413 | | 921 | 1 |
| 802249 | 3 | 80224973 CITY HALL CLEANING SUPPLIES | Invoice | 08/18/2021 | 09/13/2021 | 27.24 | 27.24 | 210-42-41413 | | 921 | 1 |
| 802249 | 1 | 80224974 library 8.18.21 supplies | Invoice | 08/18/2021 | 09/13/2021 | 41.36 | 41.36 | 100-45-41215 | | 921 | 1 |
| Total 4004 WAXIE SANITARY SUPPLY: | | | | | | 123.08 | 123.08 | | | | |
| 209 WEBB LANDSCAPING | | | | | | | | | | | |
| CMEM | 1 | 210526-0013 HOP PORTER PARK IRRIGATION RE | Invoice | 06/11/2021 | 08/23/2021 | 63.20- | 63.20- | 100-50-41403 | | 821 | 1 |
| Total 209 WEBB LANDSCAPING : | | | | | | 63.20- | 63.20- | | | | |
| 368 WESTERN STATES CAT | | | | | | | | | | | |
| IN0017 | 1 | IN001717239 RECPTACLE KIT, PIN | Invoice | 07/19/2021 | 09/13/2021 | 14.96 | 14.96 | 100-40-41405 | | 921 | 1 |
| IN0017 | 1 | IN001749970 TROUBLESHOOT EXCAVATOR | Invoice | 08/19/2021 | 09/13/2021 | 7,372.19 | 7,372.19 | 100-40-41405 | | 921 | 1 |
| Total 368 WESTERN STATES CAT : | | | | | | 7,387.15 | 7,387.15 | | | | |
| 106 WHITEHEAD LANDSCAPING, INC. | | | | | | | | | | | |
| 57714 | 1 | 57714 IRRIGATION REPAIR LINE AT HEAGLE, HEA | Invoice | 07/31/2021 | 09/13/2021 | 2,625.75 | 2,625.75 | 100-50-41403 | | 921 | 1 |
| Total 106 WHITEHEAD LANDSCAPING, INC.: | | | | | | 2,625.75 | 2,625.75 | | | | |
| Total : | | | | | | 1,396,828. | 1,396,828.01 | | | | |
| Grand Totals: | | | | | | 1,396,828. | 1,396,828.01 | | | | |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|-------------------|------------|--------|------------|
| 100-00-15110 | 368.75 | .00 | 368.75 |
| 100-00-20314 | 1,000.00 | .00 | 1,000.00 |
| 100-00-20320 | 142.16 | .00 | 142.16 |
| 100-00-20325 | 22,009.65 | .00 | 22,009.65 |
| 100-00-20515 | 140,000.00 | .00 | 140,000.00 |
| 100-10-41313 | 675.00 | .00 | 675.00 |
| 100-10-41707 | 27,807.66 | .00 | 27,807.66 |
| 100-10-41717 | 381.61 | .00 | 381.61 |
| 100-15-41313 | 5,393.49 | .00 | 5,393.49 |
| 100-15-41319 | 281.75 | .00 | 281.75 |
| 100-15-41323 | 625.66 | .00 | 625.66 |
| 100-15-41329 | 937,624.06 | .00 | 937,624.06 |
| 100-15-41533 | 316.37 | .00 | 316.37 |
| 100-15-41539 | 14.05 | .00 | 14.05 |
| 100-15-41711 | 66.67 | .00 | 66.67 |
| 100-15-41713 | 173.44 | .00 | 173.44 |
| 100-20-41211 | 77.09 | .00 | 77.09 |
| 100-20-41313 | 3,794.99 | .00 | 3,794.99 |
| 100-20-41319 | 284.74 | .00 | 284.74 |
| 100-20-41323 | 321.30 | .00 | 321.30 |
| 100-20-41713 | 211.44 | .00 | 211.44 |
| 100-25-41211 | 190.15 | .00 | 190.15 |
| 100-25-41215 | 290.11 | .00 | 290.11 |
| 100-25-41313 | 4,381.67 | .00 | 4,381.67 |
| 100-25-41411 | 80.53 | .00 | 80.53 |
| 100-25-41413 | 776.71 | .00 | 776.71 |
| 100-25-41415 | 312.16 | .00 | 312.16 |
| 100-25-41703 | 602.91 | .00 | 602.91 |
| 100-25-41713 | 647.78 | .00 | 647.78 |
| 100-25-41717 | 239.15 | .00 | 239.15 |
| 100-25-41719 | 1,541.29 | .00 | 1,541.29 |
| 100-40-41215 | 58.85 | .00 | 58.85 |
| 100-40-41319 | 754.45 | .00 | 754.45 |
| 100-40-41403 | 65.43 | 17.98- | 47.45 |
| 100-40-41405 | 9,540.90 | 21.60- | 9,519.30 |
| 100-40-41415 | 221.94 | .00 | 221.94 |
| 100-40-41703 | 50.00 | .00 | 50.00 |
| 100-40-41713 | 269.60 | .00 | 269.60 |
| 100-40-41715 | 1,620.50 | .00 | 1,620.50 |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|-------------------|-----------|---------|-----------|
| 100-40-41717 | 3,743.69 | .00 | 3,743.69 |
| 100-42-41413 | 527.24 | .00 | 527.24 |
| 100-42-41415 | .86 | .00 | .86 |
| 100-42-41713 | 118.83 | .00 | 118.83 |
| 100-42-41717 | 230.71 | .00 | 230.71 |
| 100-42-41719 | 48.73 | .00 | 48.73 |
| 100-45-41215 | 245.02 | .00 | 245.02 |
| 100-45-41323 | 443.54 | .00 | 443.54 |
| 100-45-41326 | 145.28 | .00 | 145.28 |
| 100-45-41413 | 68.30 | .00 | 68.30 |
| 100-45-41535 | 3,368.14 | 68.63- | 3,299.51 |
| 100-45-41539 | 123.54 | .00 | 123.54 |
| 100-45-41549 | 1,043.86 | .00 | 1,043.86 |
| 100-45-41713 | 629.42 | .00 | 629.42 |
| 100-45-41717 | 546.16 | .00 | 546.16 |
| 100-50-41313 | 633.33 | .00 | 633.33 |
| 100-50-41323 | 46.78 | .00 | 46.78 |
| 100-50-41403 | 5,236.41 | 63.20- | 5,173.21 |
| 100-50-41617 | 480.21 | .00 | 480.21 |
| 100-50-41713 | 28.50 | .00 | 28.50 |
| 100-50-41717 | 17,957.09 | .00 | 17,957.09 |
| 100-50-41719 | 571.28 | .00 | 571.28 |
| 100-55-41215 | 49.80 | .00 | 49.80 |
| 100-55-41313 | 7,875.32 | .00 | 7,875.32 |
| 100-55-41405 | 10,100.08 | .00 | 10,100.08 |
| 100-55-41703 | 909.82 | .00 | 909.82 |
| 100-55-41711 | 75.83 | .00 | 75.83 |
| 100-55-41713 | 191.33 | .00 | 191.33 |
| 100-55-41717 | 340.13 | .00 | 340.13 |
| 100-55-41719 | 621.48 | .00 | 621.48 |
| 120-40-41549 | 4,661.91 | .00 | 4,661.91 |
| 120-50-41539 | 44,493.58 | 610.00- | 43,883.58 |
| 160-56-41549 | 16,830.80 | .00 | 16,830.80 |
| 200-00-20314 | 119.09 | .00 | 119.09 |
| 200-10-41313 | 365.57 | .00 | 365.57 |
| 200-15-41313 | 5,393.49 | .00 | 5,393.49 |
| 200-15-41319 | 281.75 | .00 | 281.75 |
| 200-15-41323 | 625.66 | .00 | 625.66 |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|-------------------|-----------|--------|-----------|
| 200-15-41533 | 316.37 | .00 | 316.37 |
| 200-15-41539 | 14.04 | .00 | 14.04 |
| 200-15-41711 | 66.67 | .00 | 66.67 |
| 200-15-41713 | 173.44 | .00 | 173.44 |
| 200-42-41413 | 527.24 | .00 | 527.24 |
| 200-42-41415 | .86 | .00 | .86 |
| 200-42-41713 | 118.83 | .00 | 118.83 |
| 200-42-41717 | 230.71 | .00 | 230.71 |
| 200-42-41719 | 48.73 | .00 | 48.73 |
| 200-60-41313 | 793.20 | .00 | 793.20 |
| 200-60-41401 | 58.79 | .00 | 58.79 |
| 200-60-41403 | 3,511.78 | .00 | 3,511.78 |
| 200-60-41405 | 278.31 | .00 | 278.31 |
| 200-60-41415 | 628.00 | .00 | 628.00 |
| 200-60-41547 | 63.67 | .00 | 63.67 |
| 200-60-41703 | 63.56 | .00 | 63.56 |
| 200-60-41713 | 942.33 | .00 | 942.33 |
| 200-60-41717 | 13,152.31 | .00 | 13,152.31 |
| 200-60-41719 | 259.80 | .00 | 259.80 |
| 200-60-41723 | 60.00 | .00 | 60.00 |
| 210-10-41313 | 309.43 | .00 | 309.43 |
| 210-15-41313 | 5,393.48 | .00 | 5,393.48 |
| 210-15-41319 | 281.74 | .00 | 281.74 |
| 210-15-41323 | 625.66 | .00 | 625.66 |
| 210-15-41533 | 316.37 | .00 | 316.37 |
| 210-15-41539 | 14.03 | .00 | 14.03 |
| 210-15-41711 | 66.66 | .00 | 66.66 |
| 210-15-41713 | 173.44 | .00 | 173.44 |
| 210-42-41413 | 527.24 | .00 | 527.24 |
| 210-42-41415 | .86 | .00 | .86 |
| 210-42-41713 | 118.80 | .00 | 118.80 |
| 210-42-41717 | 230.69 | .00 | 230.69 |
| 210-42-41719 | 48.74 | .00 | 48.74 |
| 210-70-41313 | 1,575.00 | .00 | 1,575.00 |
| 210-70-41319 | 193.20 | .00 | 193.20 |
| 210-70-41401 | 9,467.81 | .00 | 9,467.81 |
| 210-70-41403 | 1,540.47 | .00 | 1,540.47 |
| 210-70-41415 | 395.04 | .00 | 395.04 |

Summary by General Ledger Account Number

| GL Account Number | Debit | Credit | Net |
|-------------------|---------------------|------------------|---------------------|
| 210-70-41419 | 148.18 | .00 | 148.18 |
| 210-70-41421 | 20.98 | .00 | 20.98 |
| 210-70-41423 | .00 | 763.19- | 763.19- |
| 210-70-41549 | 440.75 | .00 | 440.75 |
| 210-70-41703 | 792.27 | .00 | 792.27 |
| 210-70-41713 | 344.06 | .00 | 344.06 |
| 210-70-41717 | 11,870.47 | .00 | 11,870.47 |
| 210-70-41719 | 1,032.01 | .00 | 1,032.01 |
| 210-70-41791 | 18,342.40 | .00 | 18,342.40 |
| 210-70-41795 | 1,154.42 | .00 | 1,154.42 |
| 220-65-41403 | 25,929.00 | .00 | 25,929.00 |
| 220-65-41547 | 524.86 | .00 | 524.86 |
| 230-75-41549 | 2,799.34 | .00 | 2,799.34 |
| Grand Totals: | <u>1,398,372.61</u> | <u>1,544.60-</u> | <u>1,396,828.01</u> |

Summary by General Ledger Posting Period

| GL Posting Period | Debit | Credit | Net |
|-------------------|---------------------|------------------|---------------------|
| 07/21 | 122.00 | 610.00- | 488.00- |
| 08/21 | .00 | 826.39- | 826.39- |
| 09/21 | <u>1,398,250.61</u> | <u>108.21-</u> | <u>1,398,142.40</u> |
| Grand Totals: | <u>1,398,372.61</u> | <u>1,544.60-</u> | <u>1,396,828.01</u> |

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 8/23/2021 **DEPARTMENT:** Treasurer **DEPT. HEAD SIGNATURE:** BS _____

SUBJECT:

Treasurer’s Reports – Unaudited Treasurer’s Reports for the month of August, 2021.

AUTHORITY: ID Code 50-1011 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Financial Statements for the month of August 2021 in “Snapshot” format follow.

Cash Flow Analysis for the past four years through August of each year.

Year to Date LOT receipts for the month of August (September-July sales and rentals) have rebounded from COVID-19. YTD August 2021 receipts are now UP 43.28% from last year, up 11.11% from FYE 19, up 59.57% from FY18, up 32.42% from FYE17, increased 45.78% from FYE16, up 63.98% from FYE 15, 82.11% better than FYE 14, 87.76% better than FYE 13 and 100.16% stronger than FYE12. The reports submitted to Sun Valley Air Services are included as is the category report. The Chamber’s reports for August has not yet arrived.

Development Impact Fees Cash Flow report is attached.

Investment Report is included. LGIP interest for August has not yet been released.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW-UP REMARKS:*

CITY OF HAILEY SNAPSHOT OF REVENUE, EXPENSES, FUND BALANCE AND LIQUID ASSETS

as of 8/31/2021

| | General Fund | | Water Fund | | Waste Water | | Water Replacement | | Waste Water Repl | |
|-----------------------------|--------------|-----------|------------|-----------|-------------|-----------|-------------------|-----------|------------------|-----------|
| | YTD | Budget | YTD | Budget | YTD | Budget | YTD | Budget | YTD | Budget |
| Revenue* | 6,561,646 | 5,618,064 | 1,639,932 | 1,706,473 | 2,044,850 | 2,050,000 | 486,274 | 141,720 | 309,065 | 82,160 |
| Legislative | 246,951 | 241,625 | | | | | | | | |
| Finance | 1,235,537 | 336,035 | | | | | | | | |
| Comm Dev | 396,293 | 393,057 | | | | | | | | |
| Police | 1,366,856 | 1,546,782 | | | | | | | | |
| Streets | 1,102,352 | 1,422,874 | | | | | | | | |
| Public Works | 83,325 | 106,449 | | | | | | | | |
| Library | 497,470 | 558,007 | | | | | | | | |
| Parks | 328,922 | 421,937 | | | | | | | | |
| Fire | 515,515 | 591,298 | | | | | | | | |
| Departmental Expenses | 5,773,221 | 5,618,064 | 1,363,891 | 2,149,310 | 1,758,471 | 2,802,139 | 127,134 | 252,000 | 200,448 | 523,000 |
| Net Revenue over Expenses | 788,425 | 0 | 276,041 | (442,837) | 286,379 | (752,139) | 359,140 | (110,280) | 108,617 | (440,840) |
| Fund Balance** at 9/30/2020 | 2,657,838 | 2,657,838 | 3,668,227 | 3,668,227 | 3,834,393 | 3,834,393 | 2,774,968 | 2,774,968 | 1,684,223 | 1,684,223 |
| Change in Fund Balance | 788,425 | 0 | 276,041 | (442,837) | 286,379 | (752,139) | 359,140 | (110,280) | 108,617 | (440,840) |
| Fund Balance YTD | 3,446,263 | 2,657,838 | 3,944,268 | 3,225,390 | 4,120,772 | 3,082,254 | 3,134,108 | 2,664,688 | 1,792,840 | 1,243,383 |
| CASH IN BANKS | | | | | | | | | | |
| Cash in Combined Checking | (131,031) | | 306,222 | | 20,287 | | 68,176 | | 4,071 | |
| LGIP | 4,375,932 | | 2,958,869 | | 2,193,750 | | 3,160,322 | | 1,923,327 | |
| LGIP | 15,650 | | 196,421 | | 612,679 | | | | | |
| LGIP | 32,086 | | | | 841,076 | | | | | |
| | | | | - | | | | | | |

* For Revenue detail, please see **General Fund Cash Flow Comparison** .

** Cash Fund Balance, does not include depreciable assets in proprietary funds. Unaudited.

CASH FLOW ANALYSIS FOR FIRST ELEVEN MONTHS OF FISCAL YEAR

| | | FYE 21 | | FYE 20 | | FYE 19 | | FYE 18 | |
|------------------------------|--|------------------|------------------|------------------|--------------------|------------------|--------------------|------------------|------------------|
| | | CURRENT YEAR | | | | | | | |
| Acct No | Account Description | at 8/31/2021 | Budget | at 8/31/2020 | Budget | at 8/31/19 | Amd Budget | at 8/31/2018 | Budget |
| GENERAL FUND REVENUE | | | | | | | | | |
| 100-00-31001 | Property Taxes from County | 2,798,739 | 2,785,514 | 2,674,285 | 2,670,063 | 2,589,674 | 2,569,002 | 2,460,516 | 2,449,925 |
| 100-00-31009 | Sales Tax Revenue through County | 10,763 | - | 148,111 | 185,969 | 178,930 | 164,614 | 121,964 | 154,592 |
| 100-00-31910 | Penalties & Interest On Taxes | 9,694 | 14,500 | 5,876 | 14,120 | 40,024 | 14,120 | 12,649 | 14,817 |
| 100-00-31911 | Motor Vehicle Fines through Co | 62,188 | 85,000 | 72,349 | 100,000 | 26,479 | 50,000 | 43,646 | 50,000 |
| 100-00-32205 | Alcohol Catering Licenses | 260 | 1,000 | 120 | 3,500 | 1,480 | 4,000 | 1,560 | 4,000 |
| 100-00-32209 | Police Security | - | 500 | 0 | | | | | 0 |
| 100-00-32210 | Building Permits | 592,343 | 225,000 | 295,490 | 250,000 | 227,537 | 301,912 | 173,264 | 262,500 |
| 100-00-32211 | Business Licenses | 40,730 | 30,000 | 39,755 | 43,000 | 43,425 | 42,500 | 39,410 | 45,000 |
| 100-00-32212 | HPD Traffic School & Muni Code Viol (230) | 315 | | 755 | 0 | 90 | 0 | 140 | 4,000 |
| 100-00-32213 | Business Licenses - LOT | 682,204 | 390,745 | 465,780 | 648,300 | 612,889 | 621,300 | 508,880 | 615,300 |
| 100-00-32215 | Donations-Fireworks | 17,586 | 7,500 | | 15,000 | 625 | 15,000 | 380 | 15,000 |
| 100-00-32216 | Donations-HFD, HPD, HPL, Seagraves, Parks | 43,711 | 10,000 | 28,721 | 25,000 | 27,846 | 28,100 | 41,475 | 25,000 |
| 100-00-32220 | Encroachment Permits | 12,575 | 8,000 | 13,025 | 14,000 | 7,675 | 13,742 | 8,425 | 13,088 |
| 100-00-32230 | Franchises-Cable T.V. | 89,077 | 80,000 | 81,044 | 79,583 | 76,926 | 79,583 | 78,385 | 79,583 |
| 100-00-32234 | Banner Fees | 1,203 | 4,000 | 2,100 | 5,000 | 4,450 | 6,000 | 3,300 | 7,000 |
| 100-00-32235 | Franchise Fees-Idaho Power | 188,009 | 188,000 | 155,276 | 185,900 | 60,349 | 65,900 | 62,671 | 60,900 |
| 100-00-32236 | Franchises-Intermountain Gas | 64,610 | 66,700 | 61,830 | 73,500 | 60,604 | 73,500 | 64,234 | 73,500 |
| 100-00-32237 | Rubbish Company Franchise Fees | 80,061 | 78,800 | 74,701 | 76,000 | 69,555 | 75,330 | 67,063 | 75,330 |
| 100-00-32257 | Library Fines & Memberships | 5,245 | 10,000 | 6,751 | 15,000 | 10,733 | 19,000 | 13,285 | 18,000 |
| 100-00-32265 | Park Rental Fees | 22,100 | 10,000 | 6,392 | 16,560 | 12,102 | 20,000 | 14,619 | 20,000 |
| 100-00-32266 | Hailey Rodeo Park Rental Fees | 2,450 | 4,000 | | 10,000 | 2,700 | 19,000 | 9,675 | 19,000 |
| 100-00-32269 | Hailey Rodeo Park Security | - | | | 10,000 | | | | |
| 100-00-32273 | Property Sales | | | | | 2,439 | 10,000 | 2,300 | 5,000 |
| 100-00-32280 | R. V. Dump Fees | 1,289 | 1,200 | 908 | 1,000 | 681 | 1,000 | 790 | 1,000 |
| 100-00-32286 | Sign and Fence Permits | 1,330 | 2,000 | 839 | 2,500 | 2,150 | 3,000 | 1,592 | 4,500 |
| 100-00-32290 | Fire Dept Permits | 67,445 | 19,000 | 30,418 | 21,637 | 25,879 | 21,635 | 16,836 | 20,607 |
| 100-00-32294 | Subdivision Inspection Permits | 46,610 | 1,000 | 16,379 | 2,000 | 1,000 | 2,000 | 5,568 | 2,000 |
| 100-00-32296 | Zoning Applications | 49,957 | 25,000 | 43,090 | 29,000 | 29,744 | 35,000 | 43,971 | 24,000 |
| 100-00-32298 | Maps, Copies & Postage | 7,714 | 5,000 | 5,053 | 10,000 | 4,093 | 9,500 | 12,562 | 8,000 |
| 100-00-32413 | Interest Earned | 9,868 | 40,000 | 42,602 | 45,000 | 52,087 | 40,000 | 32,163 | 10,000 |
| 100-00-32415 | Refunds | 63,029 | 15,000 | 30,002 | 20,250 | 38,971 | 24,000 | 16,619 | 12,000 |
| 100-00-32417 | Mutual Aid Reimbursements | 26,001 | | 0 | 0 | | | 24,454 | 20,000 |
| 100-00-33510 | State Shared Liquor Apport. | 247,666 | 223,285 | 193,947 | 202,855 | 170,698 | 198,245 | 161,751 | 181,838 |
| 100-00-33550 | State Shared Sales Tax | 552,892 | 648,158 | 490,998 | 543,188 | 386,982 | 506,954 | 368,388 | 495,062 |
| 100-00-33560 | State Shared Highway Users Fund | 411,359 | 331,268 | 288,976 | 389,894 | 299,135 | 384,904 | 285,378 | 370,451 |
| 100-00-33570 | State Shared Grant/HFD Grants | 46,935 | | 5,014 | 0 | 22,602 | | 52,884 | |
| 100-00-34000 | CCD Public Outreach for recycling | 13,344 | 13,330 | 11,468 | 12,500 | 11,592 | 12,000 | 11,177 | 12,000 |
| 100-00-34003 | Rubbish Bookkeeping Contract | 80,061 | 78,800 | 75,683 | 76,000 | 69,555 | 75,330 | 67,063 | 75,330 |
| 100-00-34004 | Police Security Contracts | 1,644 | 10,000 | 4,693 | 13,500 | 4,202 | 3,500 | 2,720 | 3,500 |
| 100-00-34006 | Police Security Contracts-School | 191,338 | 185,764 | 185,765 | 185,764 | 180,354 | 180,353 | 175,208 | 175,100 |
| 100-00-34008 | JOA WR Assistant Chief | 19,301 | 20,000 | 24,080 | 92,109 | 81,974 | 89,427 | 70,250 | 86,822 |
| | GENERAL FUND REVENUE | 6,561,646 | 5,618,064 | 5,582,275 | 6,087,692 | 5,438,231 | 5,779,451 | 5,077,215 | 5,513,745 |
| | Rev. Dif from previous year | 979,371 | | 144,044 | | 361,017 | | 26,273 | |
| GENERAL FUND EXPENSES | | | | | | | | | |
| | LEGISLATIVE | 246,951 | 241,625 | 260,680 | 341,124 | 284,903 | 323,320 | 243,830 | 296,944 |
| | FINANCE | 1,235,537 | 336,035 | 299,426 | 357,468 | 270,665 | 355,511 | 264,970 | 324,335 |
| | COMMUNITY DEVELOPMENT | 396,293 | 393,057 | 381,788 | 424,437 | 383,195 | 424,437 | 276,153 | 369,505 |
| | POLICE | 1,366,856 | 1,546,782 | 1,446,761 | 1,645,838 | 1,381,771 | 1,562,004 | 1,410,798 | 1,521,337 |
| | STREET | 1,102,352 | 1,422,874 | 1,240,211 | 1,513,633 | 1,177,547 | 1,460,753 | 836,364 | 1,309,195 |
| | ENGINEER/PUBLIC WORKS | 83,325 | 106,449 | 71,369 | 110,384 | 84,189 | 107,110 | 73,751 | 95,295 |
| | LIBRARY | 497,470 | 558,007 | 534,619 | 593,566 | 544,093 | 582,665 | 514,942 | 560,574 |
| | PARKS | 328,922 | 421,937 | 293,237 | 448,909 | 307,730 | 448,909 | 311,713 | 435,848 |
| | FIRE | 515,515 | 591,298 | 413,410 | 652,333 | 488,057 | 634,742 | 480,905 | 600,712 |
| | TOTAL EXPENSES | 5,773,221 | 5,618,064 | 4,941,501 | 6,087,692 | 4,922,150 | 5,899,451 | 4,413,426 | 5,513,745 |
| | | | | | | | | | 0 |
| | General Fund Balance | 788,425 | 0 | 640,774 | 0 | 516,082 | (120,000) | 663,789 | 0 |
| | | 102.8% | | 81.2% | | 83.4% | | 80.0% | |
| PROPRIETARY FUNDS | | | | | | | | | |
| | WATER FUND REVENUE | 1,639,932 | 1,706,473 | 1,595,569 | 1,766,800 | 1,284,050 | 1,674,129 | 1,469,153 | 1,696,629 |
| | WATER FUND EXPENSES | 1,363,891 | 2,149,310 | 1,211,260 | 3,006,738 | 1,039,056 | 3,089,715 | 1,068,727 | 2,134,473 |
| | WATER FUND BALANCE | 276,041 | (442,837) | 384,309 | (1,239,938) | 244,994 | (1,415,586) | 400,426 | (437,844) |
| | WASTE WATER FUND REVENUE | 2,044,850 | 2,050,000 | 2,064,988 | 2,050,000 | 1,884,336 | 2,019,875 | 1,895,639 | 1,994,875 |
| | WASTE WATER FUND EXPENSES | 1,758,471 | 2,802,139 | 1,681,947 | 2,573,447 | 1,122,471 | 2,463,966 | 1,621,593 | 2,376,898 |
| | WASTE WATER FUND BALANCE | 286,379 | (752,139) | 383,041 | (523,447) | 761,865 | (444,091) | 274,046 | (382,023) |
| | WATER replacementFUND REVENUE | 486,274 | 141,720 | 277,983 | 138,640 | 220,613 | 94,620 | 165,936 | 94,620 |
| | WATER replacement FUND EXPENSES | 127,134 | 252,000 | 84,269 | 123,000 | 62,461 | 58,460 | 39,778 | 58,460 |
| | WATER replacement FUND BALANCE | 359,140 | (110,280) | 193,714 | 15,640 | 158,152 | 36,160 | 126,158 | 36,160 |
| | WASTE WATER replacement FUND REVENUE | 309,065 | 82,160 | 171,767 | 82,160 | 128,314 | 56,260 | 99,476 | 56,260 |
| | WASTE WATER replacement FUND EXPENSES | 200,448 | 523,000 | 0 | 430,000 | 0 | 430,000 | - | 430,000 |
| | WASTE WATER replacement FUND BALANCE | 108,617 | (440,840) | 171,767 | (347,840) | 128,314 | (373,740) | 99,476 | (373,740) |

CITY OF HAILEY LOCAL OPTION TAX RECEIPT AND EXPENDITURE ANALYSIS AND CASH FLOW

Y o Y
%
8/31/2021

| EXPENDITURE DESCRIPTION | MONTH | PAYMENTS | Air Services Board | HAILEY ICE & CHAMBER | SR CONNECTION & MT RIDES | EMERGENCY SERVICES | TOTAL EXPENSES | 1% Air | RECEIPTS | Chg | LOT BALANCE |
|--|--------|----------------|--------------------|----------------------|--------------------------|--------------------|----------------|--------------|----------------|---------|---------------|
| ACCUMULATIVE TOTALS THROUGH 9/30/06 | | \$0.00 | | \$0.00 | | \$0.00 | | | \$92,718.67 | | |
| FISCAL YEAR ENDING 9/30/07 | FYE 06 | \$234,196.00 | | \$10,000.00 | \$38,000.00 | \$100,000.00 | \$382,196.00 | | \$368,300.45 | | |
| ACCUMULATIVE TOTALS THROUGH 9/30/07 | FYE 07 | \$234,196.00 | | \$10,000.00 | \$38,000.00 | \$100,000.00 | \$382,196.00 | | \$461,019.12 | | |
| FISCAL YEAR ENDING 9/30/08 | | \$294,289.32 | | \$49,343.95 | \$0.00 | \$120,000.00 | \$463,633.27 | | \$376,920.49 | 2% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/08 | | \$528,485.32 | | \$59,343.95 | \$38,000.00 | \$220,000.00 | \$845,829.27 | | \$837,939.61 | | |
| FISCAL YEAR ENDING 9/30/09 | | \$146,490.24 | | \$74,138.00 | \$70,000.00 | \$13,900.00 | \$304,528.24 | | \$311,640.20 | -17.32% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/09 | | \$674,975.56 | | \$133,481.95 | \$108,000.00 | \$233,900.00 | \$1,150,357.51 | | \$1,149,579.81 | | |
| FISCAL YEAR ENDING 9/30/10 | | \$167,474.64 | | \$69,000.00 | \$75,000.00 | \$0.00 | \$311,474.64 | | \$312,734.63 | 0.35% | \$482.29 |
| ACCUMULATIVE TOTALS THROUGH 9/30/10 | | \$842,450.20 | | \$202,481.95 | \$183,000.00 | \$233,900.00 | \$1,461,832.15 | | \$1,462,314.44 | | |
| FISCAL YEAR ENDING 9/30/11 | | \$59,700.00 | | \$68,000.00 | \$75,000.00 | \$97,300.00 | \$300,000.00 | | \$324,478.37 | 3.76% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/11 | | \$902,150.20 | | \$270,481.95 | \$258,000.00 | \$331,200.00 | \$1,761,832.15 | | \$1,786,792.81 | | |
| FISCAL YEAR ENDING 9/30/12 | | \$153,130.03 | | \$61,000.00 | \$65,000.00 | \$82,200.00 | \$361,330.03 | | \$333,327.35 | 2.73% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/12 | | \$1,055,280.23 | | \$331,481.95 | \$323,000.00 | \$413,400.00 | \$2,123,162.18 | | \$2,120,120.16 | | |
| FISCAL YEAR ENDING 9/30/13 | | \$151,890.15 | | \$61,000.00 | \$65,000.00 | \$68,000.00 | \$345,890.15 | | \$348,890.15 | 4.67% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/13 | | \$1,207,170.38 | | \$392,481.95 | \$388,000.00 | \$481,400.00 | \$2,469,052.33 | | \$2,469,010.31 | | |
| FISCAL YEAR ENDING 9/30/14 | | \$124,009.66 | \$47,409.27 | \$61,000.00 | \$68,000.00 | \$100,000.00 | \$400,418.93 | \$48,774.97 | \$366,634.59 | 5.09% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/14 | | \$1,331,180.04 | \$47,409.27 | \$453,481.95 | \$456,000.00 | \$581,400.00 | \$2,869,471.26 | \$48,774.97 | \$2,835,644.90 | | \$14,948.61 |
| FISCAL YEAR ENDING 9/30/15 | | \$186,664.65 | \$70,087.79 | \$61,000.00 | \$68,000.00 | \$96,787.24 | \$482,539.68 | \$72,106.78 | \$401,126.16 | 9.41% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/15 | | \$1,517,844.69 | \$117,497.06 | \$514,481.95 | \$524,000.00 | \$678,187.24 | \$3,352,010.94 | \$120,881.75 | \$3,236,771.06 | | \$5,641.87 |
| FISCAL YEAR ENDING 9/30/16 | | \$202,168.97 | \$83,129.35 | \$61,000.00 | \$68,000.00 | \$107,000.00 | \$521,298.32 | \$85,524.02 | \$450,912.25 | 12.41% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/16 | | \$1,720,013.66 | \$200,626.41 | \$575,481.95 | \$592,000.00 | \$785,187.24 | \$3,873,309.26 | \$206,405.77 | \$3,687,683.31 | | \$20,779.82 |
| FISCAL YEAR ENDING 9/30/17 | | \$239,500.00 | \$93,456.19 | \$65,000.00 | \$72,500.00 | \$138,000.00 | \$608,456.20 | \$96,148.34 | \$498,284.09 | 10.51% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/17 | | \$1,959,513.66 | \$294,082.60 | \$640,481.95 | \$664,500.00 | \$923,187.24 | \$4,481,765.46 | \$302,554.11 | \$4,185,967.40 | | \$6,756.06 |
| FISCAL YEAR ENDING 9/30/18 | | \$295,500.00 | \$92,015.49 | \$65,000.00 | \$75,000.00 | \$89,800.00 | \$617,315.49 | \$94,666.14 | \$494,288.47 | -0.80% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/18 | | \$2,255,013.66 | \$386,098.09 | \$705,481.95 | \$739,500.00 | \$1,012,987.24 | \$5,099,080.95 | \$397,220.25 | \$4,680,255.87 | | (\$21,604.82) |
| Fire Dept | Oct-18 | | \$8,750.56 | \$0.00 | | \$6,500.00 | \$15,250.56 | \$9,002.63 | \$47,757.20 | 10.8% | \$19,904.45 |
| Downtown Beautification, Streets Maint | Nov-18 | \$44,591.67 | \$6,046.14 | \$2,880.14 | | \$6,500.00 | \$60,017.95 | \$6,220.31 | \$38,967.98 | 30.0% | \$5,074.79 |
| | Dec-18 | | \$3,549.43 | \$8,742.74 | \$19,687.50 | \$19,500.00 | \$51,479.67 | \$3,651.68 | \$25,984.16 | -1.5% | (\$16,769.04) |
| Downtown Beautification, Streets Maint | Jan-19 | \$44,591.67 | \$7,229.05 | \$7,618.02 | | \$6,500.00 | \$65,938.74 | \$7,437.29 | \$43,719.48 | 3.5% | (\$31,551.01) |
| | Feb-19 | | \$10,718.55 | \$2,992.67 | | \$6,500.00 | \$20,211.22 | \$11,027.31 | \$50,838.77 | 7.8% | \$10,103.86 |
| Downtown Beautification, Streets Maint | Mar-19 | \$44,591.67 | \$6,970.85 | \$3,009.94 | \$19,687.50 | \$6,500.00 | \$80,759.96 | \$7,171.66 | \$38,039.01 | -10.1% | (\$25,445.43) |
| | Apr-19 | | \$7,667.27 | \$2,725.47 | | \$6,500.00 | \$16,892.74 | \$9,845.47 | \$47,135.94 | 22.6% | \$14,643.24 |
| Downtown Beautification, Parks & Streets Maint | May-19 | \$44,591.67 | \$11,229.25 | \$5,571.40 | | \$6,500.00 | \$67,892.32 | \$12,103.24 | \$59,584.50 | 154.6% | \$18,438.66 |
| Fireworks Endowment | Jun-19 | \$2,500.00 | \$3,125.87 | \$9,413.00 | \$19,687.50 | \$6,500.00 | \$41,226.37 | \$3,215.92 | \$25,511.95 | 2.3% | \$5,940.16 |
| Downtown Beautification, Parks & Streets Maint | Jul-19 | \$44,591.67 | \$7,901.49 | \$13,816.16 | | \$6,500.00 | \$72,809.32 | \$8,129.10 | \$46,678.74 | 18.5% | (\$12,061.32) |
| Hailey Arts Commission | Aug-19 | \$8,000.00 | \$20,509.49 | \$11,001.78 | | \$6,500.00 | \$46,011.27 | \$21,566.24 | \$88,959.25 | 24.1% | \$52,452.90 |
| Downtown Beautification, Parks & Streets Maint | Sep-19 | \$44,591.65 | \$15,274.92 | \$9,716.18 | \$19,687.50 | \$6,500.00 | \$95,770.25 | \$16,061.96 | \$72,955.68 | 11.8% | \$45,700.28 |
| FISCAL YEAR ENDING 9/30/19 | | \$278,050.00 | \$108,972.87 | \$77,487.50 | \$78,750.00 | \$91,000.00 | \$634,260.37 | \$115,432.81 | \$586,132.66 | 18.58% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/19 | | \$2,533,063.66 | \$495,070.95 | \$782,969.45 | \$818,250.00 | \$1,103,987.24 | \$5,733,341.32 | \$512,653.06 | \$5,266,388.53 | | |
| Fire Dept | Oct-19 | | \$7,783.07 | \$0.00 | | \$6,750.00 | \$14,533.07 | \$8,184.09 | \$49,629.98 | 3.9% | \$43,281.00 |
| Downtown Beautification, Streets Maint | Nov-19 | \$45,758.33 | \$5,395.91 | \$3,850.65 | | \$6,750.00 | \$61,754.89 | \$5,673.93 | \$34,437.07 | -11.6% | \$21,637.11 |
| | Dec-19 | | \$2,966.51 | \$6,231.98 | \$20,500.00 | \$19,750.00 | \$49,448.49 | \$3,119.36 | \$24,500.40 | -5.7% | (\$191.62) |
| Downtown Beautification, Streets Maint | Jan-20 | \$45,758.33 | \$7,759.14 | \$6,525.61 | \$4,000.00 | \$6,750.00 | \$70,793.09 | \$8,158.93 | \$44,021.35 | 0.7% | (\$18,804.43) |
| | Feb-20 | | \$13,029.39 | \$4,916.22 | | \$6,750.00 | \$24,695.61 | \$13,700.73 | \$57,702.21 | 13.5% | \$27,902.90 |
| Downtown Beautification, Streets Maint | Mar-20 | \$45,758.33 | \$9,410.34 | \$3,458.02 | \$20,500.00 | \$6,750.00 | \$85,876.70 | \$9,895.21 | \$48,888.31 | 28.5% | \$809.72 |
| | Apr-20 | | \$4,819.90 | \$5,104.97 | | \$6,750.00 | \$16,674.87 | \$5,068.25 | \$27,914.10 | -40.8% | \$17,117.20 |
| Downtown Beautification, Parks & Streets Maint | May-20 | \$45,758.33 | \$1,740.59 | \$4,383.83 | | \$6,750.00 | \$58,632.75 | \$1,830.27 | \$13,399.60 | -77.5% | (\$26,285.68) |
| Fireworks Endowment | Jun-20 | \$2,500.00 | \$1,455.31 | \$2,562.24 | \$20,500.00 | \$6,750.00 | \$33,767.55 | \$1,530.29 | \$15,369.70 | -39.8% | (\$43,153.24) |
| Downtown Beautification, Parks & Streets Maint | Jul-20 | \$45,758.33 | \$4,611.40 | \$9,783.32 | | \$6,750.00 | \$66,903.05 | \$4,849.00 | \$30,469.96 | -34.7% | (\$74,737.33) |
| Hailey Arts Commission | Aug-20 | \$8,000.00 | \$9,889.59 | \$7,458.75 | | \$6,750.00 | \$32,098.34 | \$10,399.15 | \$51,620.10 | -42.0% | (\$44,816.42) |
| Downtown Beautification, Parks & Streets Maint | Sep-20 | \$45,758.33 | \$10,735.40 | \$12,892.48 | \$20,500.00 | \$6,750.00 | \$96,636.21 | \$11,288.54 | \$53,916.60 | -26.1% | (\$76,247.50) |
| FISCAL YEAR ENDING 9/30/20 | | \$285,050.00 | \$79,596.56 | \$67,168.07 | \$86,000.00 | \$94,000.00 | \$611,814.63 | \$83,697.75 | \$451,869.38 | -22.91% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/20 | | \$2,818,113.66 | \$574,667.51 | \$850,137.52 | \$904,250.00 | \$1,197,987.24 | \$6,345,155.94 | \$596,350.81 | \$5,718,257.91 | | |
| Fire Dept | Oct-20 | | \$8,161.52 | \$3,108.29 | | \$3,712.50 | \$14,982.31 | \$8,582.04 | \$44,232.08 | -10.9% | (\$38,415.69) |
| Downtown Beautification, Streets Maint | Nov-20 | \$27,057.50 | \$6,291.79 | \$8,224.07 | | \$3,712.50 | \$45,285.86 | \$6,615.97 | \$37,760.63 | 9.7% | (\$39,324.94) |
| | Dec-20 | | \$2,959.34 | \$515.00 | \$15,375.00 | \$10,862.50 | \$29,711.84 | \$3,111.82 | \$22,965.35 | -6.3% | (\$42,959.61) |
| Downtown Beautification, Streets Maint | Jan-21 | \$27,057.50 | \$5,911.95 | \$11,556.99 | | \$3,712.50 | \$48,238.94 | \$6,216.56 | \$33,081.84 | -24.9% | (\$51,900.15) |
| | Feb-21 | | \$7,403.17 | \$3,737.56 | | \$3,712.50 | \$14,853.23 | \$7,784.62 | \$43,120.34 | -25.3% | (\$15,848.43) |
| Downtown Beautification, Streets Maint | Mar-21 | \$27,057.50 | \$11,394.07 | \$4,366.36 | \$15,375.00 | \$3,712.50 | \$61,905.43 | \$11,981.15 | \$52,428.66 | 7.2% | (\$13,344.05) |
| | Apr-21 | | \$11,208.53 | \$4,702.05 | | \$3,712.50 | \$19,623.08 | \$11,786.05 | \$54,006.19 | 93.5% | \$32,825.11 |
| Downtown Beautification, Parks & Streets Maint | May-21 | \$27,057.50 | \$5,728.03 | \$6,666.74 | \$1,000.00 | \$3,712.50 | \$44,164.77 | \$6,023.16 | \$35,483.53 | 164.8% | \$30,167.03 |
| Fireworks Endowment | Jun-21 | \$2,500.00 | \$5,293.66 | \$4,683.72 | \$15,375.00 | \$3,712.50 | \$31,564.88 | \$6,880.82 | \$50,690.09 | 229.8% | \$56,173.06 |
| Downtown Beautification, Parks & Streets Maint | Jul-21 | \$27,057.50 | \$15,145.06 | \$9,204.75 | | \$3,712.50 | \$55,119.81 | \$15,925.40 | \$79,554.72 | 161.1% | \$96,533.38 |
| Hailey Arts Commission | Aug-21 | \$5,200.00 | \$27,807.67 | \$11,957.01 | | \$3,712.50 | \$48,677.18 | \$29,240.45 | \$116,871.02 | 126.4% | \$193,967.67 |
| Downtown Beautification, Parks & Streets Maint | Sep-21 | \$27,057.50 | \$5,367.70 | \$1,277.46 | \$15,375.00 | \$3,712.50 | \$52,790.16 | \$5,644.27 | \$53,916.60 | 0.0% | \$200,738.38 |
| FISCAL YEAR ENDING 9/30/21 | | \$170,045.00 | \$112,672.49 | \$70,000.00 | \$62,500.00 | \$51,700.00 | \$466,917.49 | \$119,792.31 | \$624,111.05 | 38.12% | |
| ACCUMULATIVE TOTALS THROUGH 9/30/21 | | \$2,988,158.66 | \$687,340.00 | \$920,137.52 | \$966,750.00 | \$1,249,687.24 | \$6,812,073.43 | \$716,143.12 | \$6,342,368.96 | | |

Year-to-date change UP! 43.28% from FY20, up 11.11% from FY19, up 59.57% v FY18, up 32.42% v FY17, +45.78% compared with FY 16, +63.98% compared with FY 15, +82.11% compared with FY 14, up 87.76% when compared with FY 13, +100.16% compared with FY 12 and +105.34% compared with FY11

| Month of L.O.T. Payment to Retail Establishment (City receives in month following payment to business) (at 4/29/19) | Lodging & Rental Cars 3% Tax (8? Businesses) | Short Term Rentals 3% (29 ShortTerm sites) 1/31/2019 | 1% Air | Alcohol Beverages 2% Tax (15? Businesses) | Restaurant Food 1% Tax (23? Businesses) | Monthly Total | Penalty |
|---|---|--|--------------|--|--|------------------|-------------|
| FYE 9/30/2006 (3 months collected in first year) | \$79,998.51 | | | \$11,959.47 | \$31,274.14 | \$123,232.12 | \$ - |
| FYE 9/30/2007 | \$219,816.63 | | | \$47,957.72 | \$105,888.56 | \$373,662.91 | \$346.34 |
| FYE 9/30/2008 | \$215,375.75 | | | \$45,661.79 | \$110,790.35 | \$371,827.89 | \$1,235.36 |
| FYE 9/30/2009 | \$163,489.38 | | | \$40,465.86 | \$102,727.58 | \$306,682.82 | \$1,093.57 |
| FYE 9/30/2010 | \$163,137.76 | \$216.00 | | \$43,749.89 | \$104,365.59 | \$311,253.24 | \$587.02 |
| FYE 9/30/2011 | \$158,010.54 | \$94.84 | | \$45,845.48 | \$111,747.96 | \$315,603.98 | \$750.76 |
| FYE 9/30/2012 | \$170,970.28 | \$258.21 | | \$48,144.39 | \$115,899.49 | \$335,014.16 | \$579.20 |
| FYE 9/30/2013 | \$180,541.81 | \$316.92 | | \$48,526.08 | \$119,782.37 | \$348,850.26 | \$655.81 |
| FYE 9/30/2014 | \$194,566.46 | \$468.95 | \$54,810.31 | \$49,229.77 | \$123,960.08 | \$422,566.62 | \$841.58 |
| FYE 9/30/2015 | \$217,876.99 | \$797.14 | \$72,625.66 | \$51,644.80 | \$133,652.48 | \$475,799.93 | \$1,330.55 |
| FYE 9/30/2016 | \$259,269.30 | \$3,595.75 | \$87,358.03 | \$53,085.08 | \$140,659.83 | \$543,967.99 | \$2,191.42 |
| October | \$11,324.80 | \$198.69 | \$3,841.16 | \$4,716.23 | \$11,768.22 | \$31,849.10 | \$225.45 |
| November | \$10,679.94 | \$254.88 | \$3,644.94 | \$3,724.29 | \$9,652.70 | \$27,956.75 | \$185.97 |
| December | \$19,895.63 | \$1,213.96 | \$7,036.53 | \$5,231.50 | \$12,088.16 | \$45,465.78 | \$23.27 |
| 2017 January | \$33,836.28 | \$104.25 | \$11,313.51 | \$4,484.51 | \$11,058.08 | \$60,796.63 | \$32.72 |
| February | \$25,161.36 | \$141.54 | \$8,434.30 | \$4,314.73 | \$10,765.56 | \$48,817.49 | \$673.49 |
| March | \$21,701.41 | \$961.64 | \$7,554.35 | \$4,559.88 | \$11,445.78 | \$46,223.05 | \$78.86 |
| April | \$11,793.08 | \$118.68 | \$3,970.59 | \$3,720.34 | \$10,376.46 | \$29,979.14 | \$282.05 |
| May | \$8,837.87 | \$57.39 | \$2,965.09 | \$3,984.51 | \$11,607.10 | \$27,451.95 | \$83.13 |
| June | \$21,378.98 | \$669.73 | \$7,349.57 | \$4,472.98 | \$14,092.52 | \$47,963.77 | \$22.68 |
| July | \$49,282.56 | \$103.56 | \$16,462.04 | \$6,839.39 | \$15,014.21 | \$87,701.76 | \$141.09 |
| August | \$45,215.11 | \$488.14 | \$15,234.42 | \$5,536.84 | \$15,270.28 | \$81,744.78 | \$176.94 |
| September | \$23,426.65 | \$644.48 | \$8,023.71 | \$4,400.50 | \$12,732.48 | \$49,227.81 | \$18.68 |
| FYE 9/30/2017 | \$282,533.65 | \$4,956.92 | \$95,830.19 | \$55,985.70 | \$145,871.55 | \$585,178.01 | \$1,944.33 |
| October | \$12,988.91 | \$172.92 | \$4,387.28 | \$4,525.47 | \$12,148.44 | \$34,223.01 | \$44.89 |
| November | \$13,559.97 | \$197.58 | \$4,585.85 | \$3,914.71 | \$9,882.57 | \$32,140.68 | \$349.44 |
| December | \$21,141.61 | \$915.13 | \$7,352.25 | \$5,436.18 | \$12,984.48 | \$47,829.64 | \$116.77 |
| 2018 January | \$31,381.81 | \$333.41 | \$10,571.74 | \$4,578.33 | \$11,044.17 | \$57,909.45 | \$88.10 |
| February | \$25,381.49 | \$139.28 | \$8,506.92 | \$4,201.95 | \$10,467.08 | \$48,696.71 | \$1,106.86 |
| March | \$20,771.12 | \$759.75 | \$7,176.96 | \$4,745.30 | \$11,400.11 | \$44,853.24 | \$137.14 |
| April | \$9,064.41 | \$27.75 | \$3,030.72 | \$3,886.69 | \$10,391.44 | \$26,401.01 | \$58.44 |
| May | \$8,812.25 | \$197.05 | \$3,003.10 | \$4,055.27 | \$12,397.85 | \$28,465.51 | \$43.40 |
| June | \$18,840.85 | \$1,105.80 | \$6,648.88 | \$4,601.51 | \$15,584.68 | \$46,781.72 | \$93.33 |
| July | \$48,472.58 | \$1,198.69 | \$16,557.09 | \$6,451.58 | \$17,049.37 | \$89,729.30 | \$75.30 |
| August | \$43,491.36 | \$973.55 | \$14,821.64 | \$5,721.20 | \$16,205.68 | \$81,213.42 | \$33.99 |
| September | \$25,394.34 | \$1,613.55 | \$9,002.63 | \$4,806.37 | \$14,216.85 | \$55,033.74 | \$245.37 |
| FYE 9/30/2018 | \$279,300.67 | \$7,634.44 | \$95,645.04 | \$56,924.56 | \$153,772.72 | \$593,277.43 | \$2,393.03 |
| October | \$18,292.79 | \$368.13 | \$6,220.31 | \$5,469.98 | \$13,318.66 | \$43,669.87 | \$269.05 |
| November | \$10,896.51 | \$58.53 | \$3,651.68 | \$4,811.53 | \$11,207.52 | \$30,625.77 | \$15.11 |
| December | \$20,800.13 | \$1,511.72 | \$7,437.29 | \$6,460.19 | \$13,829.14 | \$50,038.47 | \$137.19 |
| 2019 January | \$32,870.60 | \$211.33 | \$11,027.31 | \$5,029.50 | \$11,561.44 | \$60,700.18 | \$29.66 |
| February | \$21,063.91 | \$451.08 | \$7,171.66 | \$4,824.90 | \$11,120.11 | \$44,631.66 | \$42.77 |
| March | \$27,256.53 | \$2,278.68 | \$9,845.07 | \$5,368.46 | \$12,242.74 | \$56,991.48 | \$17.99 |
| April | \$9,929.70 | \$26,380.04 | \$12,103.25 | \$4,450.85 | \$11,387.12 | \$64,250.96 | \$7,948.34 |
| May | \$7,644.11 | \$2,003.64 | \$3,215.92 | \$4,830.71 | \$12,838.69 | \$30,533.06 | \$71.75 |
| June | \$20,901.14 | \$3,486.14 | \$8,129.10 | \$5,031.59 | \$15,060.67 | \$52,608.64 | \$310.27 |
| July | \$57,989.05 | \$6,709.70 | \$21,566.25 | \$7,181.72 | \$20,310.42 | \$113,757.13 | \$123.52 |
| August | \$44,705.32 | \$3,480.55 | \$16,061.96 | \$6,714.25 | \$17,884.31 | \$88,846.38 | \$197.30 |
| September | \$22,295.90 | \$2,256.38 | \$8,184.09 | \$5,136.02 | \$15,449.02 | \$53,321.41 | \$378.19 |
| FYE 9/30/2019 | \$294,645.69 | \$49,195.91 | \$114,613.87 | \$65,309.70 | \$166,209.84 | \$689,975.01 | \$9,541.14 |
| October | \$15,224.85 | \$1,796.93 | \$5,673.93 | \$4,557.55 | \$13,560.64 | \$40,813.89 | \$126.89 |
| November | \$7,551.53 | \$1,806.54 | \$3,119.36 | \$3,911.87 | \$10,914.86 | \$27,304.15 | \$44.06 |
| December | \$22,362.10 | \$2,114.69 | \$8,158.93 | \$5,403.69 | \$13,594.32 | \$51,633.72 | \$72.83 |
| 2020 January | \$38,923.22 | \$2,178.98 | \$13,700.74 | \$4,912.46 | \$12,584.29 | \$72,299.69 | \$551.40 |
| February | \$26,500.10 | \$3,185.54 | \$9,895.21 | \$5,048.40 | \$12,559.20 | \$57,188.45 | \$21.41 |
| March | \$14,645.72 | \$559.02 | \$5,068.25 | \$2,255.26 | \$7,374.20 | \$29,902.44 | \$95.65 |
| April | \$5,472.20 | \$18.60 | \$1,830.27 | \$205.00 | \$6,125.06 | \$13,651.12 | \$12.74 |
| May | \$4,502.03 | \$88.84 | \$1,530.29 | \$1,014.45 | \$9,331.85 | \$16,467.46 | \$26.46 |
| June | \$11,987.72 | \$2,559.27 | \$4,849.00 | \$2,899.17 | \$12,997.87 | \$35,293.03 | \$28.11 |
| July | \$27,193.57 | \$4,003.88 | \$10,399.15 | \$4,244.09 | \$17,144.52 | \$62,985.20 | \$13.86 |
| August | \$31,339.07 | \$2,526.55 | \$11,288.54 | \$3,923.45 | \$16,091.47 | \$65,169.07 | \$8.41 |
| September | \$22,799.80 | \$2,946.32 | \$8,582.04 | \$3,858.86 | \$16,196.28 | \$54,383.30 | \$46.18 |
| FYE 9/30/2020 | \$228,501.89 | \$23,785.15 | \$84,095.68 | \$42,234.25 | \$148,474.56 | \$527,091.52 | \$1,048.00 |
| October | \$17,058.77 | \$2,789.14 | \$6,615.97 | \$3,716.90 | \$14,225.62 | \$44,406.39 | |
| November | \$9,113.39 | \$222.08 | \$3,111.82 | \$2,700.79 | \$11,500.17 | \$26,648.25 | \$79.75 |
| December | \$14,755.91 | \$3,893.78 | \$6,216.56 | \$2,439.16 | \$12,688.46 | \$39,993.87 | \$20.33 |
| 2021 January | \$19,857.78 | \$3,496.07 | \$7,784.62 | \$3,459.33 | \$13,001.32 | \$47,599.11 | \$328.07 |
| February | \$33,270.92 | \$2,672.54 | \$11,981.16 | \$3,699.39 | \$12,980.60 | \$64,604.61 | \$35.19 |
| March | \$30,820.76 | \$4,537.39 | \$11,786.05 | \$4,819.71 | \$14,620.22 | \$66,584.12 | \$129.39 |
| April | \$14,862.42 | \$3,207.05 | \$6,023.16 | \$4,342.24 | \$13,994.73 | \$42,429.59 | \$59.21 |
| May | \$17,294.38 | \$3,348.08 | \$6,880.82 | \$5,534.69 | \$14,542.17 | \$47,600.13 | \$785.98 |
| June | \$42,601.19 | \$5,175.02 | \$15,925.40 | \$5,683.86 | \$18,784.02 | \$88,169.49 | \$1,150.16 |
| July | \$82,976.57 | \$4,744.76 | \$29,240.45 | \$7,096.92 | \$19,948.64 | \$144,007.34 | \$43.59 |
| FYE 9/30/2021 | \$282,612.09 | \$34,085.88 | \$105,565.99 | \$43,492.99 | \$146,285.95 | \$612,042.90 | \$2,631.67 |
| GRAND TOTAL SINCE INCEPTION | \$3,102,812.15 | \$125,406.10 | \$710,544.76 | \$693,571.59 | \$1,832,606.45 | \$6,462,789.00 | \$27,010.68 |

CASH FLOW of 1% LOT for FYE 21 (October - September revenues and receipt of funds)

| HAILEY | FY20 Budget | FY20 Budget | FY20 Budget | FY20 Actual | FY20 Actual | FY21 Budget | FY21 Budget | FY21 Budget | FY21 Actual | FY21 Actual | MINUS COST | NET | AMOUNT PAID ASB |
|----------------|-------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|-----------------|
| | BED/CAR3% | BED/CAR1% | Bud net | BED/CAR3% | BED/CAR1% | BED/CAR3% | BED/CAR1% | Bud net | BED/CAR3% | BED/CAR1% | | | |
| OCT | 14,000.00 | 4,666.67 | 4,438.00 | 17,021.79 | 5,673.93 | 5,000.00 | 1,666.67 | 1,585.00 | 19,847.91 | 6,615.97 | (324.18) | 6,291.79 | |
| Adj from under | 3,486.18 | 1,162.05 | | 1,162.05 | 1,162.05 | | - | - | | | 0.00 | 0.00 | |
| NOV | 14,000.00 | 4,666.67 | 4,438.00 | 9,358.07 | 3,119.36 | 5,000.00 | 1,666.67 | 1,585.00 | 9,335.47 | 3,111.82 | (152.48) | 2,959.34 | |
| DEC | 23,000.00 | 7,666.67 | 7,291.00 | 24,476.79 | 8,158.93 | 7,000.00 | 2,333.33 | 2,219.00 | 18,649.69 | 6,216.56 | (304.61) | 5,911.95 | |
| JAN | 32,000.00 | 10,666.67 | 10,144.00 | 41,102.20 | 13,700.73 | 13,000.00 | 4,333.33 | 4,121.00 | 23,353.85 | 7,784.62 | (381.45) | 7,403.17 | |
| FEB | 26,000.00 | 8,666.67 | 8,242.00 | 29,685.64 | 9,895.21 | 11,500.00 | 3,833.33 | 3,645.50 | 35,943.46 | 11,981.15 | (587.08) | 11,394.08 | |
| MAR | 26,000.00 | 8,666.67 | 8,242.00 | 15,204.74 | 5,068.25 | 11,500.00 | 3,833.33 | 3,645.50 | 35,358.15 | 11,786.05 | (577.52) | 11,208.53 | |
| APR | 9,300.00 | 3,100.00 | 2,948.10 | 5,490.80 | 1,830.27 | 5,000.00 | 1,666.67 | 1,585.00 | 18,069.47 | 6,023.16 | (295.13) | 5,728.02 | |
| MAY | 9,200.00 | 3,066.67 | 2,916.40 | 4,590.87 | 1,530.29 | 5,000.00 | 1,666.67 | 1,585.00 | 20,642.46 | 6,880.82 | (1,587.16) | 5,293.66 | |
| JUNE | 22,000.00 | 7,333.33 | 6,974.00 | 14,546.99 | 4,849.00 | 5,000.00 | 1,666.67 | 1,585.00 | 47,776.21 | 15,925.40 | (780.34) | 15,145.06 | |
| JULY | 52,000.00 | 17,333.33 | 16,484.00 | 31,197.45 | 10,399.15 | 13,000.00 | 4,333.33 | 4,121.00 | 87,721.33 | 29,240.44 | (1,432.78) | 27,807.66 | |
| AUG | 46,000.00 | 15,333.33 | 14,582.00 | 33,865.62 | 11,288.54 | 13,000.00 | 4,333.33 | 4,121.00 | 50,000.00 | 16,666.67 | (816.67) | 15,850.00 | |
| SEPT | 29,500.00 | 9,833.33 | 9,351.50 | 25,746.12 | 8,582.04 | 11,000.00 | 3,666.67 | 3,487.00 | 30,000.00 | 10,000.00 | (490.00) | 9,510.00 | |
| | | | | | | | | | | | 0 | 0 | |
| | | | | | | | | | | | 0 | 0 | |
| | | | | | | | | | | | 0 | 0 | |
| Total | 306,486.18 | 102,162.05 | 96,051.00 | 253,449.13 | 85,257.74 | 105,000.00 | 35,000.00 | 33,285.00 | 396,698.00 | 132,232.67 | (7,729.40) | 124,503.27 | 0.00 |
| | | 97,156.11 | | | | | | | | | | | |

PAYABLE: SUN VALLEY AIR SERVICES BOARD

ACCOUNT CODE: 100-10-41707

email Kathleen kschwartzberger@ketchumidaho.gov

and Eric EBertovich@Ketchumidaho.org

25% Granicus 5,000.00 1,250.00

pd 2/5/21 #50231

DEVELOPMENT IMPACT FEE CASH FLOW

8/31/2021

| REVENUE | FY8-15 | FYE 16 | FYE 17 | FYE 18 | FYE 19 | FYE 20 | FYE 21 | TOTALS |
|--------------|---------|--------------------|-----------|-----------|-----------|-----------|-----------|--|
| | | 9/30/2016 | 9/30/2017 | 9/30/2018 | 9/30/2019 | 9/30/2020 | 8/31/2021 | |
| DIF - PARKS | 78,592 | 2,760 | 11,600 | 6,650 | 10,015 | 16,736 | 15,168 | 141,521 |
| DIF - POLICE | 51,620 | 9,824 | 217 | - | - | - | - | 61,661 |
| DIF - TRANSP | 300,309 | 91,812 | 73,123 | 42,775 | 115,827 | 126,801 | 91,324 | 841,970 |
| DIF - FIRE | 204,131 | 39,290 | 22,008 | 17,663 | 38,668 | 29,694 | 21,154 | 372,608 |
| DIF - CIP | 18,295 | 4,313 | 5,638 | 2,374 | 10,041 | 7,686 | 5,466 | 53,812 |
| | | <i>WiseGuy agr</i> | | | | | | |
| | 652,946 | 147,998 | 112,586 | 69,462 | 174,551 | 180,917 | 133,112 | 1,471,572 |
| | | | | | | | | Int FYE 09 690.37 |
| | | | | | | | | Int FYE 10 572.52 |
| | | | | | | | | Int FYE 11 766.40 |
| | | | | | | | | Int FYE 12 588.57 |
| | | | | | | | | Int FYE 13 231.40 |
| | | | | | | | | Int FYE 14 186.99 |
| | | | | | | | | Int FYE 15 166.25 |
| | | | | | | | | Int FYE 16 716.45 |
| | | | | | | | | Int FYE 17 1,008.97 |
| | | | | | | | | Int FYE 18 2,505.63 |
| | | | | | | | | Int FYE 19 5,091.73 |
| | | | | | | | | Int FYE 20 3,037.15 |
| | | | | | | | | Int FYE 21 602.92 |
| | | | | | | | | Expenses, actual and proposed thru FY21 (1,400,285.52) |
| | | | | | | | | DIF bal 87,452.13 Incl interest |
| | | | | | | | | Cash in LGIP 205,807.61 |
| | | | | | | | | Difference (118,355.48) |

| RECAP BY CATEGORY, not including interest | | | | | | |
|--|---------------|------------|----------------|----------------|---------------|----------------|
| | PARKS | POLICE | TRANSP | FIRE | CIP | TOTAL |
| FEES | 141,521 | 61,661 | 841,970 | 372,608 | 53,812 | 1,471,572 |
| EXPENSES FYE 08 | | | 30,000 | | | 30,000 |
| EXPENSES FYE 09,10 | | | | 18,567 | | 18,567 |
| EXPENSES FYE 11 | 63,070 | | | | | 63,070 |
| EXPENSES FYE 12 | - | | 135,686 | 75,563 | 7,500 | 218,749 |
| EXPENSES FYE 13 | 8,224 | | | | | 8,224 |
| EXPENSES FYE 15 | | | 45,195 | | 9,500 | 54,695 |
| EXPENSES FYE 16 | 12,300 | 31,981 | 13,750 | 27,224 | | 85,255 |
| EXPENSES FYE 17 | | 29,681 | | 134,690 | | 164,371 |
| EXPENSES FYE 18 | | | 138,252 | | | 138,252 |
| BALANCE to 10/1/18 | 57,927 | (0) | 479,087 | 116,564 | 36,812 | 690,390 |
| FY 19 Budgeted Expenses | 26,497 | - | 187,000 | - | - | 213,497 |
| FY 20 Budgeted Expenses | 26,272 | - | 258,424 | 108,510 | 12,400 | 405,606 |
| FY 21 Budgeted Expenses | 5,158 | (0) | 33,663 | 8,054 | 24,412 | 71,287 |
| Anticipated Bal 9/30/21 | | | | | | |

| RECAP, WITH PROJECTED SPENDING OF DIF FOR CAPITAL PROJECTS FYE11-21 | | | | | | |
|--|-----------------|---------------|------------------|------------------|-----------------|------------------|
| | PARKS | POLICE | TRANSP | FIRE | CIP | TOTAL |
| Truck/Street Dept | | | (30,000) | | | |
| Skatepark Expansion | (22,070) | | | | | |
| Skatepark Irr. Syst | (21,000) | - | | | | |
| RV Dump Station | (20,000) | | | | | |
| Fire Station Design | | | | (18,567) | | |
| Woodside Roundabout | | | (180,881) | | | |
| Firetruck - used | | | | (75,563) | | |
| R Caplan CIP update | | | | | (7,500) | |
| TischlerBise | | | | | (9,500) | |
| Skatepark | (8,224) | | | | | |
| FY16 Proposed and Spent: | | | | | | |
| Snow Plow Wing | | | (13,750) | | | |
| HPD Station | | (25,634) | | | | |
| Park Projects | (12,300) | | | | | |
| Fire Truck FY 16 | | | | (27,224) | | |
| Street Projects FY17 | | | | | | |
| Public Safety Bldg FY17 | | (36,027) | | - | | |
| Fire Truck FY 17 | | | | (134,690) | | |
| Broadford Road Bal CIP | | | | | | |
| Chipper/Spreader 30% 74K | | | (22,325) | | | |
| Balmoral Park complete | (26,497) | | | | | |
| PW4P 2nd, Croy ETC FY18-20 | | | (302,928) | | | |
| SnowStg,RollingStock.CIP | (26,272) | | (258,424) | (108,510) | (12,400) | |
| Total FYE 11-21 (budgeted) | 136,363 | 61,661 | 808,307 | 364,554 | 29,400 | 1,400,286 |



8/31/2021

CITY OF HAILEY INVESTMENT REPORT

| FUND | <i>JULY interest</i> | STATE INV POOL | PIPER JAFF | TOTAL |
|---------------------------------------|----------------------|----------------------|------------|----------------------|
| | | 0.136% | | |
| GENERAL (includes Fireworks and PARK) | | 4,423,667.46 | | 4,423,667.46 |
| CAPITAL PROJECTS | | 409,257.13 | | 409,257.13 |
| CAPITAL PROJECTS | DIF Reserve | 205,807.61 | | 205,807.61 |
| CAPITAL PROJECTS | Public Art | 32,840.23 | | 32,840.23 |
| CAPITAL PROJECTS | Pathways 4 P | 233,213.96 | | 233,213.96 |
| SUNBEAM ANNEX DEPOSIT | | 793,065.76 | | 793,065.76 |
| ARPA FUNDS | | 934,615.96 | | 934,615.96 |
| RODEO PARK PROPEY TAX RCPTS | | 68,684.72 | | 68,684.72 |
| WATER REVENUE | | 2,958,868.50 | | 2,958,868.50 |
| WATER RATE STABILIZATION | | 196,421.00 | | 196,421.00 |
| WASTE WATER REV | | 2,193,750.08 | | 2,193,750.08 |
| WASTE WATER BOND RESERVE | | 612,679.37 | | 612,679.37 |
| WASTE WATER RATE STABILIZATION | | 841,076.49 | | 841,076.49 |
| WATER REPLACEMENT | | 3,160,322.06 | - | 3,160,322.06 |
| WASTE WATER REPLACEMENT | | 1,923,327.03 | | 1,923,327.03 |
| TOTAL | | 18,987,597.36 | - | 18,987,597.36 |

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AGENDA ITEM SUMMARY

DATE: 9/13/2021

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Proclamation – Hispanic Heritage Month

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached Proclamation.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Proclamation will be read by Mayor Burke

FOLLOW-UP REMARKS:

City of Hailey 2021 Proclamation

Hispanic Heritage Month

WHEREAS, there are more than 5,700 Blaine County Residents of Hispanic descent whose presence gives the City of Hailey, which is the largest population center in Blaine County, a culture uniquely rich in the diversity of its people, their traditions, history, and contributions to the City of Hailey; and

WHEREAS, the City of Hailey will continue to be enriched by strengthening and expanding the social, cultural and economic status of our Hispanic citizens; and

WHEREAS, the Hailey Mayor and City Council are committed to improving the socioeconomic and educational status of all Hailey citizens with the most effective and efficient use of existing resources; and

WHEREAS, Hailey's Hispanic population continues its proud traditions through its commitment to youth, family values, hard work and progress; and

WHEREAS, Residents and business people of Hailey share the vision of uniting our communities by celebrating the diverse cultures of our citizens, and it is appropriate that we honor our fellow citizens during this traditional occasion and recognize their contributions to our society; and

WHEREAS, Hispanics are the fastest-growing minority in the United States of America, in Blaine County and in the City of Hailey; and

WHEREAS, the period from September 15 to October 15 is recognized nationally as Hispanic Heritage Month; and

WHEREAS, the observation of Hispanic Heritage Month started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15; and

WHEREAS, the observation was enacted into law on August 17, 1988, on the approval of U.S. Public Law 100-402; and

WHEREAS, the day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and

WHEREAS, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

WHEREAS, Columbus Day, also celebrated as Día de la Raza (Day of the Race), which is October 12, falls within this 30 day period, and celebrates the indigenous cultures that thrived in the Americas at the time European explorers from Portugal and Spain discovered the rich lands of the Americas, and that these celebrations include with festivals and **Ibero-American** athletic games and cultural events; and

WHEREAS, Celebrations, events and cultural activities are promoted within the City of Hailey during Hispanic Heritage Month.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Hailey that Hispanic Heritage Month be celebrated in the City of Hailey from September 15, 2021 to October 15, 2021.

Dated this 13th day of September in the year 2020

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/2021 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration Final Plat Application by Old Cutters Inc., represented by Galena Engineering, wherein Lot 3, Block 11, Old Cutters Subdivision (1120 E. Myrtle Street) is subdivided into two (2) sublots. This project is located within the General Residential (GR) Zoning District, and is to be known as Starlight Serenade Subdivision.

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

BACKGROUND: On August 2, 2021, the Hailey Planning and Zoning Commission approved the Preliminary Plat Application by Old Cutters Inc., represented by Galena Engineering, wherein Lot 3, Block 11, Old Cutters Subdivision (1120 E. Myrtle Street) is subdivided into two (2) sublots, Sublot 1 is 7,845 square feet in size, and Sublot 2 is 7,721 square feet in size.

ATTACHMENTS:

- 1. Staff Report
- 2. Final Plat

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing on the Starlight Serenade Subdivision Final Plat Application, and approve the final plat.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve the Preliminary Plat Application by Old Cutters Inc., wherein Lot 3, Block 11, Old Cutters Subdivision (1120 E. Myrtle Street) is subdivided into two (2) sublots. This project is located within the General Residential (GR) Zoning District, and is to be known as Starlight Serenade Subdivision, finding that the application meets all City Standards, and that Conditions (1) through (4) are met.

Denial: Motion to deny the Preliminary Plat Application by Old Cutters Inc., wherein Lot 3, Block 11, Old Cutters Subdivision (1120 E. Myrtle Street) is subdivided into two (2) sublots, finding that _____ [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].



STAFF REPORT
Hailey City Council
Regular Meeting of September 13, 2021

To: Hailey City Council

From: Robyn Davis, Community Development City Planner

Overview: Consideration of a Final Plat Application by Old Cutters Inc., represented by Galena Engineering, wherein Lot 3, Block 11, Old Cutters Subdivision (1120 E. Myrtle Street) is subdivided into two (2) sublots, Sublot 1 is 7,845 square feet in size, and Sublot 2 is 7,721 square feet in size. This project is located within the General Residential (GR) Zoning District. This project is known as Starlight Serenade Subdivision.

Hearing: September 13, 2021

Applicant: Old Cutters Inc.

Project: Starlight Serenade Townhomes

Request: Final Plat

Location: Lot 3, Block 11, Old Cutters Subdivision (1120 East Myrtle Street)

Size & Zoning: 15,566 square feet; General Residential (GR) Zoning District

Notice: Notice for the public hearing was published in the Idaho Mountain Express on August 25, 2021, and mailed to adjoining property owners on August 24, 2021.

Background and Application: Consideration of a Final Plat Application by Old Cutters Inc., represented by Galena Engineering, wherein Lot 3, Block 11, Old Cutters Subdivision (1120 East Myrtle Street) is subdivided into two (2) sublots, Sublot 1 is 7,845 square feet in size, and Sublot 2 is 7,721 square feet in size. This project is located within the General Residential (GR) Zoning District. This project is known as Starlight Serenade Townhomes.

The original Old Cutters Subdivision Plat earmarked this parcel as a Duplex lot, which can be further subdivided pursuant Ordinance 821. The Applicant is now proposing to develop this as such.

The proposed development will gain access off of an access easement from Gray's Starlight Drive. Access will not be achieved from Myrtle Street. All lots have frontage on a public street.

The Hailey Planning and Zoning Commission considered the Preliminary Plat Application on July 19, 2021 and approved the Findings of Fact on August 2, 2021.

Procedural History: The Application was submitted on August 11, 2021 and certified complete on August 13, 2021. A public hearing will be held on September 13, 2021, in the Council Chambers of Hailey City Hall, and virtually via GoTo Meeting.

CHAPTER 16.05.080: ISSUANCE OF PERMITS:

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

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

This condition applies to new construction. Notice of this requirement is hereby given to the Applicant, and included as a recommended Condition of Approval.

CHAPTER 16.03: PROCEDURE:

16.03.030 Final Plat Approval:

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

The Final Plat has been prepared by a professional land surveyor and was submitted on August 12, 2021, within one-year of the Preliminary Plat.

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

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

Department Comments:

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

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

Standards of Evaluation:

CHAPTER 16.04: DEVELOPMENT STANDARDS:

Development Standards were reviewed in detail during the Preliminary Plat approval process. Please refer to the attached Preliminary Plat Findings of Fact, Conclusions of Law and Decision for further information. No changes have been made to the plat since Preliminary Plat approval.

CHAPTER 16.05: IMPROVEMENTS REQUIRED:

16.05.010 Minimum Improvements Required:

It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards, which are attached hereto as Exhibit "A." Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.

A. Plans Filed, Maintained:

Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.

Upon approval, six (6) copies of all plans will be filed with the City Engineer. All other requirements of this section will be enforced by the City Engineer or designee.

B. Preconstruction Meeting:

Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.

A Preconstruction Meeting will take place prior to construction. Construction is anticipated to begin in the fall 2021 or early spring 2022. This standard will be met.

C. Term of Guarantee of Improvements:

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

The Developer is hereby required to 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. That said, pursuant the Hailey Municipal Code, Title 16: Subdivision Regulations, Section 16.03.030: Final Plat Approval, I. Security Required, the Developer may, in lieu of actual construction, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the

engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one-year from the date the security is provided.

At this time, the Developer has no intent to bond for incomplete infrastructure. The Developer intends to complete the required improvements noted herein.

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.

Starlight Serenade Townhomes is a Townhouse Subdivision located within the Old Cutters Subdivision. All infrastructure associated with streets, sidewalks, lighting and landscaping are complete. This standard has been met.

A. Street Cuts:

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

Starlight Serenade Townhomes is a Townhouse Subdivision located within the Old Cutters Subdivision. All infrastructure associated with street cuts are complete. This standard has been met.

B. Signage:

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

Street name signs and traffic control signs have been erected. This standard has been met.

C. Streetlights:

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

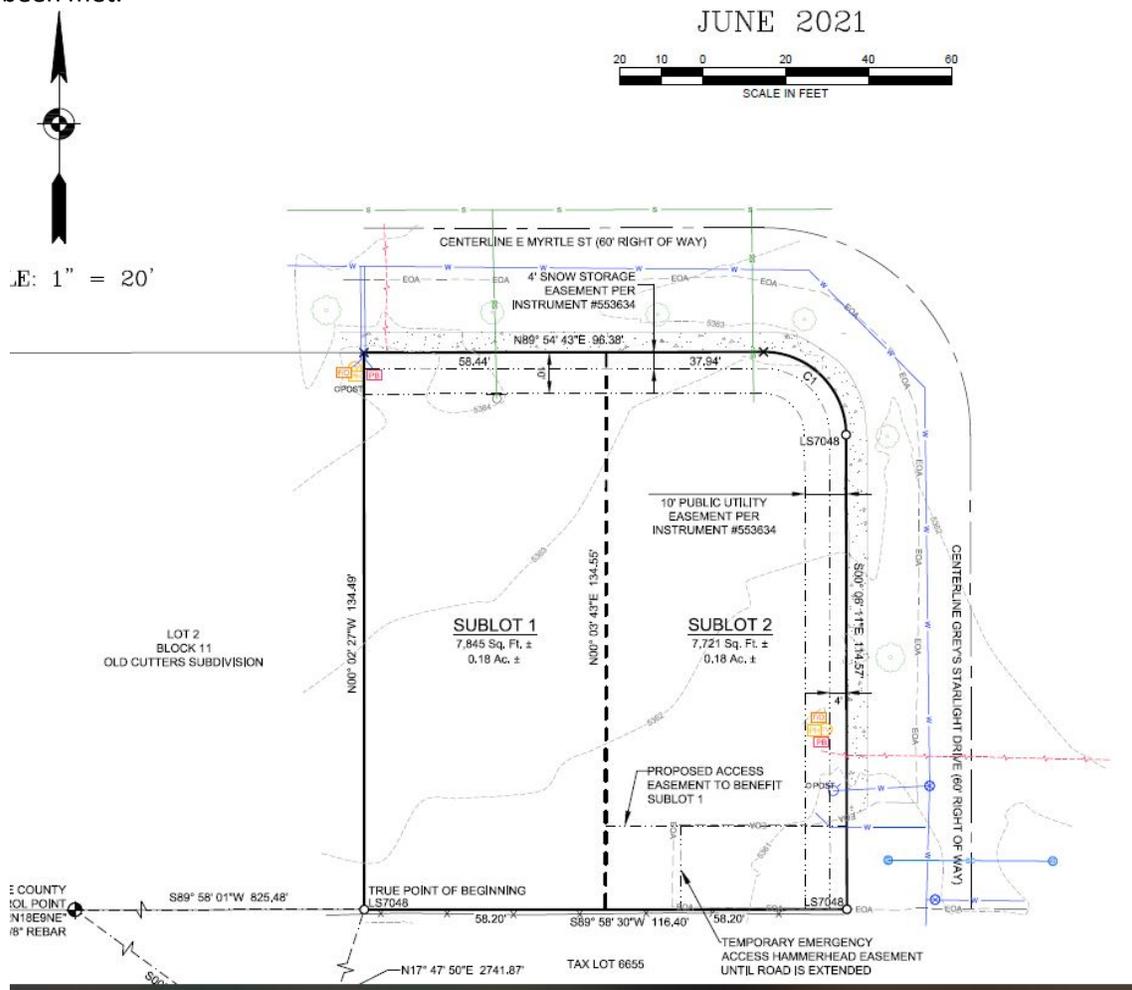
N/A, as the proposed Townhouse Subdivision is located within the General Residential (GR) Zoning District and streetlights are not required improvements in this district.

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.

Sewer connections serving both sublots (Sublot 1 and Sublot 2) are existing. Locations noted on the Final Plat have been determined from construction drawings for the Old Cutters Subdivision. This standard has been met.



16.05.040 Water Connections:

A. Requirements:

The Developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall

provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.

Water connections serving both sublots (Sublot 1 and Sublot 2) are existing. Locations noted on the Final Plat have been determined from construction drawings for the Old Cutters Subdivision. This standard has been met (see image above for further details).

B. Townsite Overlay District; Insulation:

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

N/A, as this project is not located within the Townsite Overlay (TO) Zoning District.

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.

Drainage infrastructure, such as drywells, and curb and gutter, are existing. The proposed subdivision is within the Old Cutters Subdivision. Improvements for drainage were installed upon development of the Old Cutters Subdivision.

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.

All utilities are in place and are existing. The proposed subdivision is within the Old Cutters Subdivision. Utilities, such as gas, electricity, and cable were installed upon development of the Old Cutters Subdivision.

16.05.070 Parks, Green Space:

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

N/A, as Park/Green Space is existing and was developed accordingly:

At the time the Old Cutters Subdivision was annexed and platted, the Applicant was required to provide at least 3.43 acres of park space. The Applicant has provided 5.08 acres of park space.

Additionally, pathways located on the east side of the Hiawatha Canal and into BLM land to the north are existing and were existing at the time of development. Connections to the trail were required at both the north and south ends to ensure proper access to the pathway. A pedestrian easement across the northern portions of Lots 1, 2 and 3, Block 2, with signage and a soft path, were also installed/constructed.

No additional park space and/or pathways shall be required by this Subdivision Application. This standard has been met.

16.05.080 Installation to Specifications; Inspections:

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

The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.

16.05.090 Completion; Inspections; Acceptance:

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

The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.

- A. The Developer may, in lieu of actual construction, provide to the City security pursuant to subsection 16.03.0301 of this title, for all infrastructure improvements to be completed by Developer after the Final Plat has been signed by City representatives.**

The Developer intends to complete all infrastructure improvements pursuant Section 16.05.010 Minimum Improvements Required, of the Hailey Municipal Code. No security is proposed at this time.

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.

The Developer is hereby advised that three (3) sets of “as-built plans and specifications” certified by the Developer’s Engineer, shall be filed with the City Engineer prior to acceptance by the City of Hailey.

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

No changes to the Preliminary Plat Conditions of Approval were made. Said Conditions have been carried over with Final Plat. The Conditions of Approval that see a strike-through have been met. The remaining Conditions of Approval are expected to be met and are placed on approval of this Application:

General Conditions:

- 1) 1) All Fire Department and Building Department requirements shall be met and shall meet City Standards where required.
- 2) 2) 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.
- ~~3) 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.~~
- ~~4) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat.~~
- ~~5) Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat.~~
- ~~6) Any Application Development Fees shall be paid prior to recordation Final Plat.~~
- ~~7) Prior to construction, the Applicant shall submit the following, if deemed necessary:
 - i. A Storm Water Pollution Prevention Plan (SWPPP)~~
- ~~8) The Applicant shall add the note, as referenced in Section 16.04.040.B., as a plat note.~~

Streets and Right-of-Ways:

- 9) 3) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to:
 - i. Driveways accessing more than one (1) residential dwelling unit shall be maintained by a Homeowner's Association, or in accordance with a plat note.
 - ii. Drywell and other construction details shall be provided at final design.

Water and Wastewater:

- ~~10)~~ 4) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to:
 - i. All meter vaults that are placed in driveways shall have metal collars and be put to grade.

Motion Language:

Approval: Motion to approve the Final Plat Application by Old Cutters Inc., represented by Galena Engineering, wherein Lot 3, Block 11, Old Cutters Subdivision (1120 East Myrtle Street) is subdivided into two (2) sublots, Sublot 1 and Sublot 2, and is located within the General Residential (GR) Zoning District, finding that the application meets all City Standards, and that Conditions (1) through (4) are met.

Denial: Motion to deny the Final Plat Application by Old Cutters Inc., represented by Galena Engineering, wherein Lot 3, Block 11, Old Cutters Subdivision (1120 East Myrtle Street) is subdivided into

two (2) sublots, Sublot 1 and Sublot 2, and is located within the General Residential (GR) Zoning District, finding that _____ [Commission should cite which standards are not met and provide the reason why each identified standard is not met].

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

A PLAT SHOWING STARLIGHT SERENADE TOWNHOMES

WHEREIN LOT 3, BLOCK 11, OLD CUTTERS SUBDIVISION, IS CONVERTED INTO TOWNHOUSE SUBLOTS AS SHOWN HEREON
LOCATED WITHIN SECTION 3, T.2N., R.18E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

AUGUST 2021



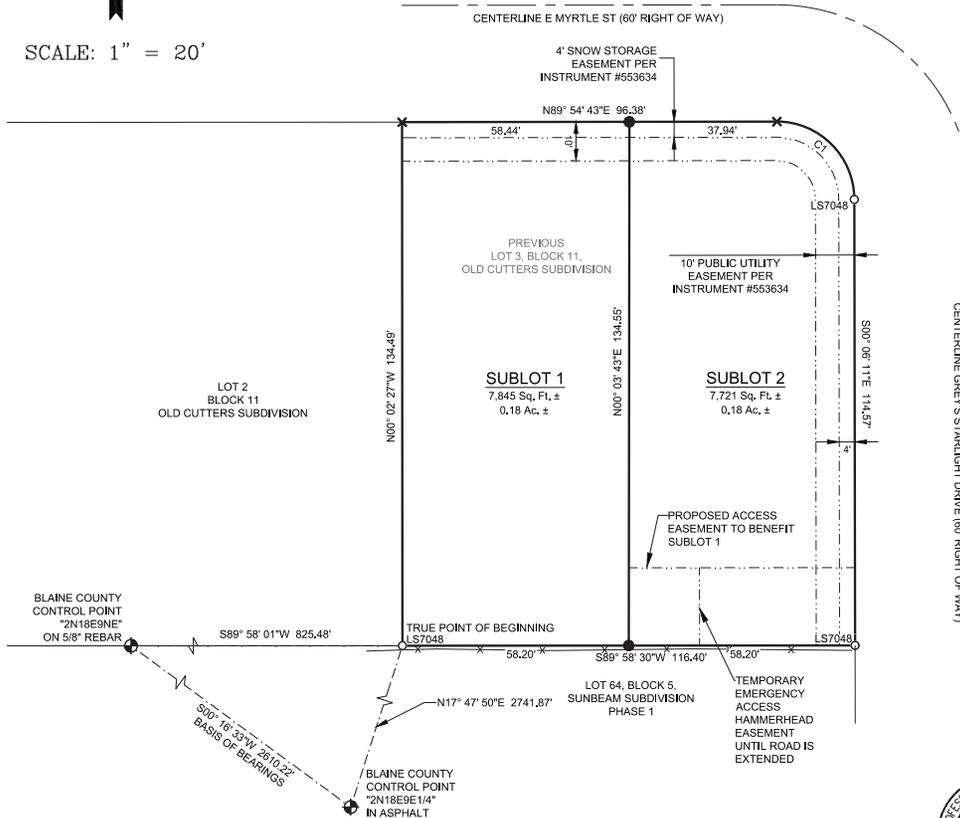
SCALE: 1" = 20'

LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- - - - - Easement, Type & Width as Shown
- - - - - GIS Tie Line
- - - - - Fence Line
- ⊗ Found Brass Cap, Setting as Shown
- Found 1/2" Rebar
- × Found Magnetic Nail
- Set 5/8" Rebar, P.L.S. 16670

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found during the retracement of Lot 3, Block 11, Old Cutters Subdivision and replat it to create Sublots 1 & 2, Starlight Serenade Townhomes. The Boundary information shown is based on found lot corner monuments, and the Plat of Old Cutters Subdivision, Instrument Number 553634, records of Blaine County, Idaho. All found monuments have been accepted.
2. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
3. The distances shown are measured. Refer to the above referenced survey for previous record data.
4. All owners shall have Mutual Reciprocal Easements for existing water, cable TV, sewage, telephone, and electrical lines over, under, and across their Sublots for repair, maintenance, and replacement thereof subject to any restoration of the easement premises for any damage resulting from such repair or replacement.
5. This property is subject to all applicable notes from Old Cutters Subdivision, Instrument Number 553634, records of Blaine County, Idaho, and the Covenants, Conditions and Restrictions for Old Cutters Subdivision, Instrument Number 553633, records of Blaine County, Idaho.
6. Declaration for Starlight Serenade Townhomes is recorded in Blaine County as Instrument Number _____.
7. Starlight Serenade Townhomes is subject to:
 - 534733 - The Old Cutters Annexation Agreement
 - 557818 - The First Amendment to Annexation, Services and Development Agreement
 - 567326 - The Second Amendment to Annexation, Services and Development Agreement
 - 559842 - The Community Housing Agreement
 - 567329 - The Amendment to the Community Housing Agreement, Old Cutters Subdivision
 - 553634 - The Old Cutters Subdivision Plat
 - 553633 - The Covenants, Conditions, and Restrictions for Old Cutters Subdivision
 All records of Blaine County, Idaho.
8. Recorded documents that may apply also include:
 - 317964 - Notes, Easements and Restrictions on Plat of Drexler Ranch Subdivision
 - 423951 - Notes, Easements and Restrictions on Plat of A Replat of Drexler Ranch Subdivision
 - 534732 - Hailey Ordinance No. 939, Annexing
 - 557818, 567326, 622285, & 623363 - Amended Annexation, Services, and Development Agreement
 - 546901 - Easement Agreement
 - 546902 - Phasing Agreement
 - 548869, 548870 - Hiawatha Canal/Old Cutters Subdivision Maintenance Agreement
 - 549327 - Old Cutters North Entrance Agreement
 - 553633 - Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments & liens listed in the Covenants, Conditions and Restrictions for Old Cutters Subdivision and amended under Instrument No's 607932, 608314, 623217 & 629902
 - 623363 - Release of Plat note No. 22 on Plat of Old Cutters Subdivision
 - 556970 - Water Delivery System Maintenance
 - 630142 - Water Delivery System Maintenance and Cost Sharing Agreement
 All records of Blaine County, Idaho.



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.

| Curve Table | | | | | | |
|-------------|--------|--------|-------------|---------|--------|-----------------|
| Curve | Length | Radius | Delta | Tangent | Chord | Chord Direction |
| C1 | 31.33' | 20.00' | 89° 45' 57" | 19.92' | 28.23' | N44° 51' 13"W |



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

STARLIGHT SERENADE
TOWNHOMES

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2
Job No. 8115

Date _____ South Central District Health Dept., EHS

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/13/2021

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Consideration of Health Order 2021-06, which, if adopted, would institute mask mandates within the city limits of Hailey in indoor public spaces and in outdoor public places when distancing can't be maintained.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Ord 1290
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Several elements lend themselves to the mayor bringing forward a mask order for city council discussion, including:

- the emergence and spread of Covid-19 variants,
- the active contagion and increased illness in unvaccinated people who contract the Delta variant,
- the low number of vaccinations within Idaho,
- the questions about how long vaccinations last before a booster is needed,
- the inability for children under 12 to vaccinate at this time,
- the importance of assisting our community to keep children in school,
- the growing number of cases in schools, which today (9/8/2021) consists of 9 students and 4 staff and over 60 in quarantine,
- the increasing need by Delta variant patients for ICU beds,
- the nearly full capacity within the Idaho hospital systems at large,
- the over-capacity in ten northern Idaho hospitals which have implemented Crisis Standards of Care as of 9/06/2021
- the preparation to implement Crisis Standards of Care in all Idaho health district systems;

Since May 14, 2021, Hailey has only **advised** that face coverings be worn. The proposed Order would again mandate face coverings in indoor public spaces and in outdoor public places when distancing can't be maintained.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve (as presented or as amended) Hailey Health Order 2021-06, to institute mask mandates within the city limits of Hailey in indoor public spaces and in outdoor public places when distancing can't be maintained.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
PUBLIC HEALTH EMERGENCY ADVISORY ORDER NO. 2021-06

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other through respiratory droplets; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, the Center for Disease Control (CDC) reports that people are most COVID-19 contagious when they are most symptomatic (the sickest) however spread is possible before people show symptoms, or by those that are asymptomatic; and

WHEREAS, on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

WHEREAS, on and after March 13, 2020, the Idaho Governor issued a series of Orders addressing public health measures to slow the spread of COVID-19 including the current **Stage 4 Stay Healthy Guidelines**, as last updated May 11, 2021; and

WHEREAS, on March 20, 2020 the Mayor of the City of Hailey declared a local disaster emergency, and on March 23, 2020 the Hailey City Council approved and adopted the Declaration as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), in the City of Hailey due to the threat that COVID-19 poses to the health and welfare of the residents of Hailey; and

WHEREAS, on March 24, 2020, the Council for the city of Hailey adopted Ordinance 1260 establishing emergency powers that provide the authority, purpose, and intent of emergency powers to address the threat of COVID-19, which ordinance was extended as Ordinance 1266 on September 14, 2020, and extended as Ordinance 1277 on February 8, 2021, and extended as Ordinance 1290 on August 9, 2021, which latest extension will remain in effect for 182 days; and

WHEREAS, Idaho Code Sections 50-304 and 50-603 empower a City, by its Mayor and City Council, to make all regulations necessary to preserve public health, prevent the introduction of contagious disease into the city and for the enforcement of any health or quarantine ordinance and regulation thereof, and

WHEREAS, on September 14, 2020 the City Council, by unanimous consent, determined that future actions relating to exercise of its public health regulatory authority, and for purposes of general guidance, would be based upon the Covid-19 Blaine County Risk Level Plan; and

WHEREAS, according to the Blaine County Risk Level Plan, the County is now at the Critical Level, meaning local and regional hospitals are highly impacted and struggling to find care for patients coming in to the hospital, and the community has reached a tipping point for uncontrolled spread; and

WHEREAS, the United States Center for Disease Control (CDC) has continuously issued, updated as of September 1, 2021, *Interim Public Health Recommendations For Fully Vaccinated People* which now recommends even fully vaccinated people wear a mask in public indoor, and crowded outdoor, settings in areas of substantial or high transmission; and

WHEREAS, according to the CDC unvaccinated people are currently at serious risk, at nearly five (5) times the risk as the vaccinated population, and twenty-nine (29) times more likely to be hospitalized, and

WHEREAS, currently, in compliance with CDC guidelines, only people over the age of twelve (12) years are eligible for vaccination against COVID-19, therefore all children under twelve (12) of age are at serious risk, and

WHEREAS, the Blaine County School District (BCSD) has instituted a mask mandate, requiring all staff and student to wear Face Cloths or masks at all BCSD schools and activities and on all BCSD buses; and

WHEREAS, the Idaho State Department of Health is prepared to institute Crisis Standards of Care when hospitals reach capacity, and in fact on September 6, 2021 implemented Crisis Standards of Care in ten hospitals located in northern Idaho; and

WHEREAS, this Order was considered and approved by the mayor in accordance with provisions of Emergency Powers Ordinance 1290; and

NOW, THEREFORE, the Mayor, with the approval of Hailey City Council, does issue this Public Health Emergency Order superseding any, and all, prior Emergency Public Health Orders.

SECTION 1. FACE COVERINGS

Every person, shall, when in any indoor, or outdoor public place where social distancing is not possible, completely cover their nose and mouth, when members of the public are physically present for otherwise unprotected social interaction.

1. **DEFINITIONS:** For purposes of this Public Health Emergency Order “public place” shall mean any place open to all members of public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. “Members of the public” shall mean persons not therein employed, present without invitation.

2. EXEMPTIONS:

- a. Children under the age of 2.
- b. Persons who cannot medically tolerate wearing a cloth face covering must wear or position themselves behind a face shield. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a cloth face covering.
- c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication, must wear or position themselves behind a face shield.
- d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
- e. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.
- f. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as the person is able to maintain a distance of 6 feet away from persons who are not members of the same party as the person.
- g. Outdoor public places where people can employ social distancing as recommended by CDC, while continuing to recommend face covering.

SECTION 2. EFFECTIVE DATE AND SUNSET DATE

This Emergency Order shall take effect upon execution and publication by posting, as dated below, and shall remain in effect until expiration, unless rescinded, superseded or amended by the Mayor or City Council.

ISSUED

September 14, 2021

Mayor, Martha Burke

ATTEST

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/13/21

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Kiwanis Club donation of a swing set for Lions Park. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Kiwanis Club is prepared to purchase a swing set structure for Lions Park to replace the existing swing set. The new swing set will be a 2-bay swing set, one bay with two belt swings and one bay with two tot seats. The donation is valued at \$2,981.73. Attached is an estimate from Garrett & Company for the cost of installation. City staff will do most of the work in house.

At its regular meeting on July 28, 2021, Bob Wiederrick of the Kiwanis Club presented the proposal to the Parks and Lands Board on site at Lions Park. The Parks & Lands Board suggested removing the existing swings and installing the new swings a few feet to the west of the current swings' location.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to accept the Kiwanis' Club donation of a swing set for Lions Park. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 08/30/2021

DEPARTMENT: CDD/ADMIN

DEPT. HEAD SIGNATURE: LH/HD

SUBJECT:

Consideration of Ordinance No 1293 amending Hailey Municipal Code 15.16, Development Impact Fees, to set in place new square footage categories for fee assessments, and a new development impact fee schedule as provided in the August 4, 2021 D.P. Guthrie report "2021 Development Impact Fees".

AUTHORITY: ID Code 67-6508 and 6509 IAR _____ City Ordinance/Code 15.16
(IFAPPLICABLE)

BACKGROUND

The City is required to update its Development Impact Fee Analysis every five (5) years and establish fees based upon the study. The fees are adopted by Ordinance.

Following the Development Impact Fee (DIF) Advisory Committee's recommendations on land use assumptions, level of service and facility needs, capital improvement plan, cost allocation alternatives for each Development Impact Fee, and following the Planning & Zoning's recommendations and the City Council's approval of those land use assumptions, level of service and facility needs, capital improvement plan, cost allocation alternatives for each Development Impact Fee by adopting them into Part 5 of Hailey's Comprehensive Plan, the Hailey City Council is then allowed, under Idaho law, to set new development impact fees in place.

The City Council will consider Ordinance 1293, setting in place a fee schedule for Hailey's Development Impact Fees. Under Idaho law, there must be three readings of the ordinance, and a 30-day waiting period following the publication of the adopted ordinance until the new fees become effective. Under our meeting and publication schedule, these fees will become effective on Monday, November 1, 2021.

Attachments to this Report: Proposed Ordinance 1293

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

"I move to approve Ordinance No 1293 amending Hailey Municipal Code 15.16, Development Impact Fees, to set in place new square footage categories for fee assessments, and a new development impact fee schedule as provided in the August 4, 2021 D.P. Guthrie report "2021 Development Impact Fees", and to read the first reading of the ordinance by title only.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

HAILEY ORDINANCE NO. 1293

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 15.16 OF THE HAILEY MUNICIPAL CODE, AMENDING SECTION 15.16.010 TO REVISE FINDINGS; AMENDING SECTION 15.16.020 TO AMEND THE DEFINITION OF DEVELOPMENT IMPACT FEE STUDY AND TO ADD TO THE DEFINITION OF NET FLOOR AREA; REPEALING SECTION 15.16.130 AND REPLACING WITH A NEW SECTION 15.16.130, DEVELOPMENT IMPACT FEE SCHEDULE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Idaho Code § 67-8201 *et seq.* allows Idaho municipal corporations to enact ordinances allowing cities to collect development impact fees;

WHEREAS, in 2007, Hailey adopted a development impact fee ordinance which is codified as Chapter 15.16 of the Hailey Municipal Code;

WHEREAS, as a basis for Hailey’s development impact fee ordinance, the City engaged a consultant to develop a Development Impact Fee Study;

WHEREAS, Hailey retained professional consultants to update Hailey’s development impact fees in 2012, 2016 and 2021;

WHEREAS, D.P. Guthrie, LLC submitted a report for Development Impact Fees dated August 4, 2021(“Updated Study”);

WHEREAS, the Hailey Development Impact Fee Advisory Committee has reviewed the Updated Study and submitted written comments to the Hailey City Council;

WHEREAS, Hailey now desires to amend the Hailey development impact fee ordinance to update the development impact fee schedule;

WHEREAS, Hailey wishes to amend the development impact fee ordinance to show that fees calculated based on square footage calculated in smaller increments, beginning with square footages of 600 or less, with categories for each 400 additional square feet, with the largest category being 3000 square feet or greater; and

WHEREAS, Hailey has adopted this amendment to the development impact fee ordinance in accordance with the procedural requirements of Idaho Code § 67-8206.

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

Section 1. Section 15.16.010.01(J) of the Hailey Municipal Code is amended by the addition of the underlined language, as follows:

J. In order to implement an equitable Development Impact Fee system for the City Capital Facilities, the City retained D.P. Guthrie, LLC to prepare an impact fee study for these types of facilities. The resulting document is titled “2021 Development Impact Fees, dated August 4, 2021 (the “Development Impact Fee Study”). The Development Impact Fee Study was prepared by qualified professionals in the fields relating to finance, engineering, planning and transportation. Guthrie has consulted with the Hailey City Council and the Development Impact Fee Advisory Committee. The Development Impact Fee Study has been updated in accordance with previous studies dated March 23, 2007, April 13, 2012, and May 27, 2016.

Section2. The definition of “Development Impact Fee Study” set forth in Section 15.16.020. of the Hailey Municipal Code is amended by the addition of the underlined language, as follows:

“Development Impact Fee Study” shall mean the document entitled “2021 Development Impact Fees,” dated August 4, 2021 prepared by D.P. Guthrie, LLC for the City, that sets forth reasonable methodologies and analyses for determining the impacts of various types of development on the City Capital Facilities and determines the cost of expansions to those facilities necessary to meet the demands created by new development. The Development Impact Fee Study has been updated in accordance with previous studies dated March 23, 2007, April 13, 2012 and May 27, 2016.

Section3. Section 15.16.020. of the Hailey Municipal Code is amended by the addition of the definition of Net Floor Area, as follows:

NET FLOOR AREA: The sum of the horizontal areas of all floors in a building including basements but not including open unenclosed decks, exterior circulation, common hallways, mechanical equipment rooms, parking areas, common areas, public bathrooms or storage areas in basements. Net Floor Area is calculated based on square footage, beginning with square footages of 600 or less, with categories for each 400 additional square feet, with the largest category being 3000 square feet or greater.

Section 4 Section 15.16.130 of the Hailey Municipal Code is repealed and replaced with a new Section 15.16.130 to add a revised Exhibit “A”, as follows: 15.16.130:

DEVELOPMENT IMPACT FEE SCHEDULE

Exhibit A

Development Impact Fee Schedule

| <i>Citywide Service Area</i> | <i>Parks and Paths</i> | <i>Fire</i> | <i>Streets</i> | <i>CIP</i> | <i>Proposed Total</i> | <i>Current Fee</i> | <i>Increase / (Decrease)</i> |
|---|------------------------|-------------|----------------|------------|-----------------------|--------------------|------------------------------|
| <i>Residential (per dwelling unit) by Finished Square Feet</i> | | | | | | | |
| 600 or less | \$533 | \$136 | \$929 | \$22 | \$1,620 | \$881 | \$739 |
| 601 to 1000 | \$720 | \$184 | \$1,224 | \$30 | \$2,158 | \$881 | \$1,277 |
| 1001 to 1400 | \$907 | \$232 | \$1,519 | \$38 | \$2,696 | \$1,486 | \$1,210 |
| 1401 to 1800 | \$1,095 | \$280 | \$1,814 | \$46 | \$3,235 | \$1,893 | \$1,342 |
| 1801 to 2200 | \$1,282 | \$328 | \$2,109 | \$54 | \$3,773 | \$1,893 | \$1,880 |
| 2201 to 2600 | \$1,469 | \$376 | \$2,404 | \$62 | \$4,311 | \$2,202 | \$2,109 |
| 2601 to 3000 | \$1,656 | \$424 | \$2,699 | \$70 | \$4,849 | \$2,375 | \$2,474 |
| 3001 or more | \$1,843 | \$472 | \$2,994 | \$78 | \$5,387 | \$2,375 | \$3,012 |
| <i>Nonresidential (per 1,000 Square Feet of Floor Area)</i> | | | | | | | |
| Industrial | \$0 | \$214 | \$718 | \$34 | \$966 | \$918 | \$48 |
| Commercial | \$0 | \$315 | \$2,760 | \$51 | \$3,126 | \$2,313 | \$813 |
| Institutional | \$0 | \$85 | \$1,697 | \$13 | \$1,795 | \$953 | \$842 |
| Office & Other Services | \$0 | \$400 | \$1,780 | \$65 | \$2,245 | \$1,400 | \$845 |

Section 5. SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 6. REPEALER CLAUSE. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this 27th day of September, 2021.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Published Summary: September 29, 2021

SUMMARY OF HAILEY ORDINANCE NO. 1293

The following is a summary of the principal provisions of Ordinance No. 1293 of the City of Hailey, Idaho, duly passed and adopted September 27, 2021, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 15.16 OF THE HAILEY MUNICIPAL CODE, AMENDING SECTION 15.16.010 TO REVISE FINDINGS; AMENDING SECTION 15.16.020 TO AMEND THE DEFINITION OF DEVELOPMENT IMPACT FEE STUDY AND TO ADD TO THE DEFINITION OF NET FLOOR AREA; REPEALING SECTION 15.16.130 AND REPLACING WITH A NEW SECTION 15.16.130, DEVELOPMENT IMPACT FEE SCHEDULE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

Hailey Ordinance No. 1293 amends Hailey Municipal Code, as follows:

Section 1 amends Section 15.16.010(J) to revise the findings of the development impact fee chapter by showing the Development Impact Fee Study has been updated.

Section 2 amends Section 15.16.020 of the Hailey Municipal Code, to amend the definition of Development Impact Fee Study.

Section 3 amends Section 15.16.020 of the Hailey Municipal Code, to add to the definition of Net Floor Area.

Section 4 repeals Section 15.16.130 of the Hailey Municipal Code and replaces Section 15.16.130 with a new Exhibit “A”, as follows:

Exhibit A Development Impact Fee Schedule

| <i>Citywide Service Area</i> | <i>Parks and Paths</i> | <i>Fire</i> | <i>Streets</i> | <i>CIP</i> | <i>Proposed Total</i> | <i>Current Fee</i> | <i>Increase / (Decrease)</i> |
|---|------------------------|-------------|----------------|------------|-----------------------|--------------------|------------------------------|
| <i>Residential (per dwelling unit) by Finished Square Feet</i> | | | | | | | |
| 600 or less | \$533 | \$136 | \$929 | \$22 | \$1,620 | \$881 | \$739 |
| 601 to 1000 | \$720 | \$184 | \$1,224 | \$30 | \$2,158 | \$881 | \$1,277 |
| 1001 to 1400 | \$907 | \$232 | \$1,519 | \$38 | \$2,696 | \$1,486 | \$1,210 |
| 1401 to 1800 | \$1,095 | \$280 | \$1,814 | \$46 | \$3,235 | \$1,893 | \$1,342 |
| 1801 to 2200 | \$1,282 | \$328 | \$2,109 | \$54 | \$3,773 | \$1,893 | \$1,880 |
| 2201 to 2600 | \$1,469 | \$376 | \$2,404 | \$62 | \$4,311 | \$2,202 | \$2,109 |
| 2601 to 3000 | \$1,656 | \$424 | \$2,699 | \$70 | \$4,849 | \$2,375 | \$2,474 |
| 3001 or more | \$1,843 | \$472 | \$2,994 | \$78 | \$5,387 | \$2,375 | \$3,012 |
| <i>Nonresidential (per 1,000 Square Feet of Floor Area)</i> | | | | | | | |
| Industrial | \$0 | \$214 | \$718 | \$34 | \$966 | \$918 | \$48 |
| Commercial | \$0 | \$315 | \$2,760 | \$51 | \$3,126 | \$2,313 | \$813 |
| Institutional | \$0 | \$85 | \$1,697 | \$13 | \$1,795 | \$953 | \$842 |
| Office & Other Services | \$0 | \$400 | \$1,780 | \$65 | \$2,245 | \$1,400 | \$845 |

Section 5 provides for a severability clause.

Section 6 provides for a repealer clause.

Section 7 provides for an effective date of the ordinance.

The full text of Ordinance No. 1293 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1293 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1293, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 27th day of September, 2021.

Christopher P. Simms
Hailey City Attorney

Publish: Idaho Mountain Express, September 29, 2021.

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