

AGENDA ITEM SUMMARY

DATE: 2/9/2009 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request for Amendment to the Sweetwater PUD Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

An attorney for Sweetwater, Jack Magids, will be asking Hailey for relief from several provisions of the Sweetwater PUD Agreement. I have attached the original PUD Agreement and the proposed amendment. I have asked Sweetwater's local counsel whether Sweetwater will be submitting a letter or other documents for the presentation. As of the writing of this summary, I have not received anything yet. There is a good chance that we will be getting a letter better outlining Sweetwater's request and rationale. If there is a direct or indirect threat of litigation during the meeting, I would recommend that I lead the discussion with Sweetwater's counsel.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/>	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:

Discuss the request for an amendment to the PUD Agreement and then make a motion to approve, deny or modify the request, or continue or table the discussion.

FOLLOW-UP REMARKS:

Rick Davis

From: Mary Cone [mary.cone@haileycityhall.org]
Sent: Monday, January 26, 2009 11:36 AM
To: 'Ned Williamson'; Rick Davis
Cc: 'Beth Robrahn'; 'Dawson, Heather'
Subject: RE: Sweetwater

I'll put it on the agenda and notify the Mayor of this request.

From: Ned Williamson [mailto:wlo@cox-internet.com]
Sent: Monday, January 26, 2009 10:38 AM
To: Mary Cone
Cc: Beth Robrahn; Dawson, Heather
Subject: Sweetwater

Mary,

On behalf of Sweetwater, Jim Laski has requested that we put the following on the 2-9-09 agenda: "Discussion and consideration of proposed amendment to the Sweetwater Planned Unit Development agreement"

The Sweetwater attorney, Jack Magids, will appear for this discussion. Please let me know if there is a problem with this request. Jim Laski will send me any documents he wants to include in the packet. At the very least, we will include the existing PUD agreement and the proposed amendment.

Ned

Ned C. Williamson, Esq.
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IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication was not intended or

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement ("Agreement") is entered into this 14th day of August, 2006, by and between the City of Hailey ("City"); Sweetwater Company, LLC, an Idaho limited liability ("Sweetwater Company"), and 474 Club, LLC, a Tennessee limited liability company ("474" and, collectively with Sweetwater Company, "Sweetwater").

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

A. City is a municipal corporation possessing all the powers granted to municipalities under the applicable provisions of Idaho Code, including, without limitation, all powers under the Local Land Use Planning Act, as set forth in Idaho Code §§67-6501, *et seq.*

B. 474 is the owner of the Property as defined below. Sweetwater Company is the developer of the Project, as defined below, and will acquire from 474 all or portions of the Property from time to time as the Project progresses.

C. Sweetwater is desirous of developing a multiple use 421 residential unit project and related improvements ("Project" or "Development"), all as set forth in that certain Planned Unit Development Application, certified as complete on January 23, 2006 ("PUD Application") and which said PUD Application has been formally filed with City.

D. The property ("Property") upon which the Project is to be constructed is legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference, and is presently zoned "Limited Business" and is subject to City's Land Use Ordinances and Zoning Regulations, and is also subject to a Development Agreement entered into on January 10, 2005 by and between the City and Sprenger, Grubb & Associates, Inc. ("SGA") recorded in the records of Blaine County Idaho as Instrument No. 515668 (the "SGA Development Agreement").

E. The City's Planning and Zoning Commission and City Council have held the required public hearings, accompanied with proper notice, with respect to the PUD Application.

F. City approved the PUD Application on July 31, 2006, and adopted Findings of Fact and Conclusions of Law ("Decision") on August 14, 2006 which are incorporated into this Agreement by this reference.

G. In order to ensure that the proposed Project is constructed consistent with City's applicable ordinances and regulations, City and Sweetwater deem it in their mutual interest to enter into an agreement with regard to the manner and timing of construction, Sweetwater's maintenance and management thereof, construction and landscaping of the Property and other factors affecting the general health, safety and welfare of the citizens of City and users of the Property.

Instrument # 542953

HAILEY, BLAINE, IDAHO
2006-12-15 11:34:00 No. of Pages: 25

Recorded for : CITY OF HAILEY

MARSHA RIEMANN

Fee: 75.00

Ex-Officio Recorder Deputy

Index to: AGREEMENTCORRECTION

PLANNED UNIT DEVELOPMENT AGREEMENT - 1

H. The Property shall be developed in accordance with City's Comprehensive Plan, Zoning Ordinances, City's Standards and other applicable City ordinances and the terms and conditions of this Agreement.

I. City and Sweetwater desire that construction of the Project proceed as approved by City's City Council as set forth in the Decision adopted by the City Council.

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

1. **Description and Location of Property.** The Property encompassed within the PUD Application is approximately 20 acres, zoned Limited Business, and has been approved by City for the purposes of this Agreement as a Planned Unit Development, subject to certain conditions contained herein and in the Decision.

2. **Construction of Project.** Sweetwater agrees to construct the Project in substantial and material conformance with this Agreement, the Decision, the PUD Application and the drawings and site plans submitted with the PUD Application (collectively the "Plans"), as such Plans may be modified or amended from time to time with City's approval. The Project shall include construction of the improvements depicted in the Plans.

3. **Community Housing.** As a condition to the PUD and Subdivision approvals contemplated herein, Sweetwater and City agree to the following terms and conditions regarding the provision of Community Housing. With respect to community housing, the parties agree to the following calculations:

- the base community housing obligation under the subdivision ordinance is 20% (Subdivision Ordinance §4.11.2);
- the base requirement may be reduced by 1% for every 10% of the total units within the development with a gross floor area of less than 1,000 square feet (Subdivision Ordinance §4.11.4.1.b);
- 16% of the units in the Development will have a gross floor area of less than 1,000 square feet;
- the community housing requirement applied to the Development is thus 19%, or a total of 80 units;
- Sweetwater is not utilizing a density increase for community housing as allowed in the subdivision ordinance (Subdivision Ordinance §4.11.6.2);
- 50% of the required community housing units may be provided with Alternative Deed Restrictions (Subdivision Ordinance §4.11.5.1.6);
- all or part of the community housing requirement may be met through the conveyance of land and/or the payment of funds to the City (Subdivision Ordinance §4.11.5).

In fulfillment of the community housing obligation associated with the Project, Sweetwater and the City agree as follows:

- (a) On-Site Community Housing. Sweetwater shall include 40 units in the Development which shall be encumbered by deed restrictions in a format acceptable to the City which limits ownership to full time residents of Blaine County, Idaho, who do not own other real property either inside or outside of the State of Idaho. Such units shall be distributed equally among the phases of the Development and included in all buildings within the Development with the exception of duplexes and carriage houses. The locations of the Community Housing Units shall be approved by City as part of the subdivision platting process.

- (b) Alternatives. The obligation to provide the balance of the community housing shall be fulfilled as follows:
 - (i) River Street Property. Sweetwater shall convey to City a parcel of land located at the north end of River Street valued at \$1,770,000. Said conveyance shall occur no later than the date the final Large Block Plat for the Development is signed by City. The terms and conditions of the conveyance are more particularly described in paragraph 11, below.

 - (ii) In Lieu Payment. Sweetwater shall make an in lieu payment to the City in the amount of Two Million Two Hundred and Thirty Thousand Dollars (\$2,230,000) payable as follows:
 - a. \$1,115,000 due at the time of the issuance of the first building permit for a unit in Phase II of the Development;
 - b. \$557,500, adjusted as set forth in subsection iii, below, due at the time of issuance of the first building permit for a unit in Phase III of the Development;
 - c. \$557,500, adjusted as set forth in subsection iii, below, due at the time of issuance of the first building permit for a unit in Phase IV of the Development.

 - (iii) CPI Adjustment. For the purpose of determining the payments due under Paragraphs 3(b)(ii)(b) and (c), above, the amount due shall be adjusted on the basis of the change in the Consumer Price Index for All US Cities published by the United States Department of Labor ("Index") which is published for the month the Large Block Plat for the Development is recorded ("Beginning Index"). If the Index published the nearest the date of a payment ("Extension Index") has changed from the Beginning Index, the payment due shall be determined by multiplying the payment amount by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

The foregoing land conveyance and payments shall be deemed final and conclusive as to the Community Housing requirements under the Subdivision Ordinance associated with developing the Property consistent with the PUD Application.

4. **Park Land Improvements.** Sweetwater, as the successor in interest to SGA, shall provide the following in full and complete satisfaction of the requirements set forth in Paragraph 3 of the SGA Development Agreement and the requirements of the Hailey Subdivision Ordinance: Payment of \$390,000, adjusted as set forth in the SGA Development Agreement, payable in increments of \$1,000 per unit on or before City's execution of the final plat creating such units until paid in full. Said payment shall constitute the entirety of the park land improvements required of the Project and all other park and open space associated with the Project shall be considered private.

5. **Traffic Mitigation.** Paragraph 4 of the SGA Development Agreement requires the developer of the Property to pay its proportionate share of the cost of a new traffic signal (including engineering) at the intersection of Countryside Boulevard and State Highway 75 based on the increase in vehicular traffic on Countryside Boulevard west of Shenandoah Drive at full build-out of the Property. Based on traffic analysis, the increase in traffic as a result of the Development will be less than 50%. City currently has dedicated funds of at least \$67,000 to be applied to the cost of signalization of the Highway 75 – Countryside Boulevard intersection, which money must be utilized for such purposes prior to November 1, 2007.

Notwithstanding the requirements of the SGA Development Agreement, Sweetwater shall coordinate with the Idaho Department of Transportation ("IDT") and install, as soon as practicable, but in no event later than September 1, 2007 (unless otherwise agreed by City after input from IDT), a traffic signal at the intersection of Highway 75 and Countryside Boulevard. Sweetwater shall pay all costs associated with installation of said signal, except that City shall contribute its dedicated funds to the cost of said installation and Sweetwater shall be entitled to utilize funds available from other public sources, if any, toward such costs. The foregoing designated improvement shall be deemed final and conclusive as to the traffic mitigation requirements with respect to development of the Property pursuant to the PUD approval and shall be in full satisfaction of the requirements under paragraph 4 of the SGA Development Agreement.

6. **PUD Waivers.** As part of the PUD approval process, the following waivers have been requested and granted:

(a) Townhouse sub-lot size allowed up to the multi-family density of 24 sub-lots per acre from 12 sub-lots per acre for townhomes. (Zoning Ordinance §4.5.5.a.1 and Subdivision Ordinance §4.11.6.2).

(b) Maximum building height increased to 37 feet from 35 feet for some townhouse structures as set forth in the approved Plans. (Zoning Ordinance §4.5.5.d).

(c) Minimum front yard setback reduced from 20 feet to 8 feet minimum for certain residential units, and to 1 ½ feet to 10 feet for portions of certain live/work units and the mixed use building as set forth in the approved Plans. (Zoning Ordinance §4.5.5.e).

(d) Minimum side yard setback reduced to 5 feet from 10 feet and minimum rear yard setback reduced to 3 feet from 10 feet along the PUE parcel B-1 as set forth in the approved Plans. (Zoning Ordinance §4.5.5.f)

(e) Minimum length for parking spaces reduced for approximately 19% of the required spaces, with a minimum dimension of 17 feet in length from 21 feet in length, as set forth on the approved Plans. (Zoning Ordinance §9.4.1).

(f) Lots permitted to have frontage on private alley easements so long as fire and emergency vehicle access requirements are met, as set forth on the approved Plans. (Subdivision Ordinance §4.5.5).

7. **PUD Amenities.** Pursuant to Article 10 of the Zoning Ordinance, Sweetwater shall provide, in addition to the items set forth in paragraphs 3 through 5, above, and at its sole expense, the following amenities as part of the Development:

(a) Active Recreation Facilities Appropriate for the Needs of the Development (Zoning Ordinance §10.3.8.b) including:

(i) A 1.6 acre park area including:

- open space for which will be open to the public and maintained by the Homeowners' Association ("**Association**") in accordance with paragraph 8, below;
- 5,200 square foot amenity building ("**Amenity Building**") with exercise rooms and fitness equipment, hobby and craft rooms, lounge and kitchen; and
- tot lot adjacent to the Amenity Building, which shall be open to the public and maintained by the Association in accordance with paragraph 8, below.

The above park, open space and Amenity Building shall remain dedicated for this purpose so long as the Property is developed and used in accordance with the PUD, unless otherwise approved by City. The improvements identified in this paragraph 7(a)(i) shall be completed as part of Phase I of the Development.

(ii) An off-site, detached from roadway, paved bike path connection from the existing Wood River Trail System (at the existing bridge at the northwest corner of the Development) to the northeast corner of the Development at Woodside Boulevard across from City owned Parcel O, as shown on the approved Plans. This bike path improvement shall include widening of the existing bridge, or replacing if required as a result of the Floodplain Amendments, and shall meet Blaine County Recreation District standards at the connection to

the Wood River Trail System and Hailey Parks and Lands standards in all other locations. This improvement shall be completed prior to the completion of Phase IV of the Development.

(b) Public Transit Facilities (Zoning Ordinance §10.3.8.c): three (3) weather protected transit stops, two of which are noted on the approved Plans, to be installed prior to the completion of the phase in which each stop is located. The third transit stop shall be in a location agreed upon between the Blaine County School District and the Developer and approved by the City, or in the event there is no agreement by the Blaine County School District and Developer, the third transit stop shall be in a location approved by the City. Said transit stops shall be open to the public and maintained by the Homeowner's Association in accordance with paragraph 8, below.

(c) Below Grade Parking (Zoning Ordinance §10.3.8.j): 100% percent of required parking stalls are located below grade or at basement levels of buildings; over 70% of all proposed parking stalls are located within structures, and all parking entries are oriented towards internal alleys so that they do not negatively affect the quality of the pedestrian environment. All proposed parking stalls shall remain dedicated for parking so long as the Property is developed and used in accordance with the PUD unless otherwise approved by City. Sweetwater shall implement appropriate restrictions on the use of parking stalls to preclude the storage of boats and/or recreational vehicles and shall provide notice to potential owners of units to which allocated parking spaces do not meet minimum length requirements in individual condominium or townhouse declarations.

(d) Promote Goals and Objectives of the Comprehensive Plan (Zoning Ordinance §10.3.8.l): The planning and architecture of the Development fulfills the goals established in the Comprehensive Plan, Part II, Section 13, Community Design, including, Policy 1 – site plan that reinforces the pedestrian qualities of the site and de-emphasizes the car; Policy 4 – promote human scale in the design of buildings and streets; Policy 5 – promote beautification through on-site landscaping; and Policies 6 and 7 – enhance and reinforce local characteristics and community identity.

(e) Floodplain Map Amendment (Zoning Ordinance §10.3.8.l): Sweetwater agrees to complete, at its own expense, a Flood Plain Study encompassing the Quigley Drainage and the Woodside area, with the goal of amending the present FEMA map to accurately identify areas in the Floodplain. Upon completion of the study, Sweetwater shall, at its sole expense, make application for all appropriate map amendments.

(f) Sustainable Development Practices (Zoning Ordinance §10.3.8.l): Sweetwater agrees to develop the Project in accordance with LEED-ND standards, as presently drafted.

(g) Traffic Signal (Zoning Ordinance §10.3.8.l): Sweetwater agrees to pay the cost of engineering and installation of a traffic signal at the intersection of Highway 75 and Countryside Boulevard in addition to those costs which it is required to pay under the SGA Development Agreement as set forth on paragraph 5, above.

8. **Public Use and Maintenance of Certain Improvements.** Sweetwater shall construct a park and tot lot as set forth in paragraph 7(a)(i), above, and transit facilities as identified in paragraph 7(b), above. Said transit facilities, park (excluding the Amenity Building) and tot lot shall be open to the public, who shall have an absolute right to enter upon and use them subject only to reasonable restrictions adopted by Sweetwater and/or the Association. Sweetwater and/or the Association shall maintain the park, tot lot and transit facilities, including the equipment and improvements contained therein, in good, safe and operational condition.

9. **Phasing.** Sweetwater shall develop the Project in four (4) phases over a period of five (5) years as set forth below:

Phase I	2006-2008	106 units	10 CH units
Phase II	2008-2009	106 units	10 CH units
Phase III	2009-2010	99 units	10 CH units
Phase IV	2010-2011	110 units	10 CH units

and in accordance with the Phasing Plan attached hereto as **Exhibit "B."** Exhibit "B" shows "Phase Infrastructure" for each phase and generally shows where the water and sewer mains, road improvements, curb, gutter and sidewalks within the public right-of-ways shall be constructed. In the event there is a discrepancy between Exhibit "B" and the language set forth below, the language of this Agreement shall control.

All roads, alleys and infrastructure necessary to serve a given phase shall be installed prior to the completion of that phase. Notwithstanding the foregoing, the following schedule for water, sewer, road improvements, curb, gutter and sidewalks within the public rights-of-way shall apply:

a. **Countryside Boulevard.**

In the fall of 2006: water and sewer mains installed between Woodside and Shenandoah and services stubbed to the edge of the right-of-way; and the current width of the road surface improved with a two inch overlay of asphalt between Woodside and Shenandoah.

In 2007 and prior to the completion of Phase I: sidewalks (7 feet wide) installed on the north side of the road between Woodside and Shenandoah.

Prior to the completion of Phase III: water and sewer mains installed between Shenandoah and Highway 75 and services stubbed to the edge of the right-of-way; sidewalks installed on the south side of the road and sidewalks (7 feet wide) installed on the remainder of the north side of the road between the bike path and Shenandoah; curbs and gutters installed on both sides of the road between Highway 75 and Woodside; and the entire road surface between curbs and gutters improved to a total three inch asphalt paving between Woodside and Highway 75.

b. **Mapleleaf Drive.**

In the fall of 2006: 40 foot asphalt aprons (1 ½ inch thick) installed at the intersections of Mapleleaf and Woodside and Mapleleaf and Shenandoah.

Prior to the completion of Phase I: water and sewer mains installed and services stubbed to the edge of the right-of-way; curb, gutter and sidewalks (both sides) installed; and the entire road surface between the curbs and gutters improved to a total of three inch asphalt paving.

c. **Shenandoah Drive.**

Prior to completion of Phase II: water and sewer mains installed and services stubbed to the edge of the right-of-way; sidewalks installed on the east side of the road between Heartland Way and Mapleleaf and between Outback Way and Silo Lane; and current width of the road surface improved with a two inch overlay of asphalt.

Prior to completion of Phase III: curb and gutter installed from Heartland to the south boundary of the Development, including the intersection at Heartland; sidewalk installed on west side of the road between Heartland and the south boundary of the Development and on the east side of the road between Heartland and Outback; and the entire road surface between the curbs and gutters improved to a total of three inch asphalt paving between Heartland and Silo Lane.

Prior to completion of Phase IV: curb and gutter installed from Heartland to the north boundary of the Development; sidewalk installed on the west side of the road between Heartland and Mapleleaf and on both sides of the road between Mapleleaf and the north boundary of the Development; and the entire road surface between the curbs and gutters improved to a total of three inch asphalt paving between Heartland and the north boundary of the Development.

d. **Woodside Boulevard.**

In 2007 and prior to completion of Phase I: water and sewer services stubbed to the edge of the right-of way between Countryside and the north boundary of the Development; right of way regraded from Countryside to the north boundary of the Development; sidewalk (7 foot) installed along the west side of the road between Countryside and Mapleleaf; the current width of the road surface improved with a two inch overlay of asphalt between the intersection of Countryside and Mapleleaf.

Prior to completion of Phase I: curb, gutter and remainder of sidewalk (7 foot) installed on the west side of the road from Countryside to the north

boundary of the Development; and the current road surface and the unpaved right-of-way between the current road surface and the curb and gutter improved to a total of three inch asphalt pavement between Countryside and the north boundary of the Development.

Prior to completion of Phase III: water and sewer services stubbed to the edge of the right-of-way and curb, gutter and sidewalk installed along the west side of the road between Countryside and the south boundary of the Development; right-of-way regraded from Countryside to the south boundary of the Development; and the current road surface and the unpaved right-of-way between the current road surface and the curb and gutter improved to a total of three inch asphalt pavement between Countryside and the south boundary of the Development.

All improvements within the public right-of-ways shall be constructed in accordance with City Standards in effect at the time of the improvement. All sidewalks, curb and gutter improvements shall be constructed of concrete. All roads shall be paved to any installed curb and gutter.

In the event commencement of the construction on the Project is delayed until spring of 2007, the timeframes set forth in subsections (a) through (d), above, shall be extended in a timeframe consistent with the actual delay in commencement of construction.

In the event any improvements referenced herein are not completed within the phase or timeframe set forth in this Agreement, unless the pertinent timeframe has been extended with the approval of City, City shall have the discretion to withhold the issuance of building permits for subsequent phases or require the posting of sufficient security to ensure the completion of such improvements prior to the issuance of such permits.

In the event Sweetwater fails to obtain building permits for the units in Phases II through IV, inclusive, on or before the dates set forth in this Paragraph 9, then City shall have the right, but not the obligation, to complete the final paving of all public roads within the Development that have been damaged as part of the construction of the Project ("Paving") and revegetation/seedling of the remainder of the Property with native drought resistant grasses ("Landscaping"), after first giving Sweetwater notice and a sixty (60) day period within which to complete such Paving and Landscaping. Landscaping shall also include sufficient irrigation for two growing seasons. At the time Sweetwater seeks a building permit for any improvement within Phase I, Sweetwater shall post sufficient security in the form of a cash deposit, a set aside agreement or a letter of credit, equivalent to 150% of an engineer's estimate for the complete performance of the Paving and the Landscaping of the remainder of the Property. The City shall retain such security until all Paving and Landscaping has been completed as set forth in this Agreement and in the Decision, at which time the City shall release such security. If the cost to complete the Paving and the Landscaping is greater than the amount of the security, Sweetwater agrees to reimburse the City within ten (10) days of demand by the City and hold harmless the City for any and all reasonable additional costs incurred by the City when completing the Paving and the Landscaping. Notwithstanding the foregoing, the security posted may be reduced on a

pro rata basis to reflect the partial completion of said Paving and Landscaping, such that the amount of the security shall at all times be equal to at least 150% of the cost to complete the remaining Paving and Landscaping.

Within each Block, separate individual townhouse plats may be recorded for groups of buildings and condominium plats may be recorded for individual buildings. Said plats may be recorded in an orderly and reasonable fashion in groupings to be approved by the City Planning Administrator; such approval not to be unreasonably withheld, so long as all essential services are available to a completed townhouse or condominium structure prior to the recording of a final plat encompassing that building, all infrastructure is completed in accordance with the schedule described herein and a certificate of occupancy has been issued for all the units within the plat encompassing such building, or sufficient security pledged to ensure completion of the same. Prior to the commencement of each phase, Sweetwater shall submit to the City Planning Administrator for approval a schedule for said phase showing proposed groupings of buildings within individual plats. In the event Sweetwater and the planning administrator cannot agree on such groupings, Sweetwater shall be entitled request relief from the City Council with respect to recording of plats within the phase. Notwithstanding the foregoing, the parties agree that reasonable changes may be made to such groupings as a result of unanticipated changes in construction schedules.

10. Construction Management Plan. All construction of the Project shall be completed in accordance with a Construction Management Plan to be prepared by Sweetwater and approved by the Planning Administrator, such approval not to be unreasonably withheld. The Construction Management Plan shall address, but not be limited to, staging, fencing, noise restrictions, fencing, weed and dust abatement, dog control, number and location of trailers and blue rooms, parking for construction workers and equipment, storage of materials, mud control and contact persons, and shall include language allowing for modification of the plan to address unforeseen issues.

11. River Street Property.

A. In accordance with paragraph 3(b)(i), above, Sweetwater covenants and agrees to convey title to Lot 2A of the Sutton Subdivision ("River Street Property") to the City pursuant to a warranty deed free and clear of all liens, encumbrances, and restrictions, exclusive of (i) property taxes for the current year which are not due and payable on or before the date of conveyance and (ii) all easements, restrictions, notes and other matters as may be shown on the official plats. The closing under this Agreement and the delivery of all executed instruments and documents contemplated herein shall take place on or before the date the final Large Block Plat for the Development is signed by the City (the "Closing Date"), at the offices of Sun Valley Title in Hailey (the "Closing Agent").

B. On or before the Closing Date, the parties hereto shall deposit with the Closing Agent the following instruments and documents, each duly executed, and, where appropriate, acknowledged:

1. Sweetwater shall deposit a fully executed warranty deed for the River Street Property;

2. The parties shall deposit a true and executed copy of this Agreement;

3. Each party shall deposit such closing escrow instructions, consistent with this Agreement, as may be required by the Closing Agent, if any, executed by Sweetwater, the City and Closing Agent, and

4. Each party shall deposit such other instruments and documents as are required to effect the agreements of the parties herein contained.

C. Before the Closing Date, each party shall deposit with the Closing Agent the following:

The amount of all title insurance premiums, closing costs and tax prorations, as the same may be adjusted by Closing Agent's closing accounting reflecting the amount shown by the Closing Agent as necessary to pay both parties' portions of all title insurance premiums and closing costs incident to the closing. Each party shall pay its own tax proration up to the Closing Date.

D. When, on or before the Closing Date, the Closing Agent has received the above described instruments and documents and obtained the irrevocable commitment of the Closing Agent's underwriter to issue a policy of title insurance for the River Street Property, it shall proceed to close this transaction. The Closing Agent shall then deliver its closing accounting, showing the prorations, applications and payments herein agreed to be made by the parties through the Closing Agent (the same having been submitted and approved by the parties prior to commencement of this closing process), and deliver the documents related to this transaction in its possession as follows:

1. To Sweetwater:

a. The closing accounting;

2. To Hailey:

a. The Owner's Policy of Title Insurance for the River Street Property with a coverage amount of \$1,770,000;

b. A copy of the deed to the River Street Property; and

c. The closing accounting.

E. In the event the Closing Agent is unable, for any reason, to close on the Closing Date, it shall immediately notify both parties by both (i) telephone and (ii) United States mail, postage prepaid, or fax of the reason. The party causing the delay shall have five (5) days from the date of the receipt of such notification in which to cure the defect or other concern, and the Closing Date shall be extended accordingly. If the defect or other concern is cured within such period or the party not causing the delay shall waive the same by written notice delivered to the other party and Closing Agent within such period, the Closing Agent shall proceed to close. Otherwise, upon receipt of its fees the Closing Agent shall return all funds and documents in its possession to the party depositing the same and the duties of the Closing Agent shall terminate. This return of the funds and documents by the Closing Agent under this Section shall not affect the obligations of the parties under this Agreement, and the party not in default shall have all rights and remedies for default as may be applicable.

F. Upon closing, the Closing Agent shall promptly record the deed to the River Street Property and cause to be issued a policy of title insurance for the River Street Property.

G. Title Insurance. Sweetwater shall convey and insure title to the River Street Property consistent with the Commitment for Title Insurance for the River Street Property, issued by Commonwealth Land Title Insurance Company dated August 11, 2006.

H. Costs. Sweetwater shall be responsible for the following costs and expenses in connection with the closing:

1. The costs of the recording of all Deeds;
2. All costs and expenses related to obtaining the removal of all exceptions to the title to the River Street Property which are not permitted exceptions;
3. The portion of property taxes and assessments on the River Street Property through the Closing Date; and
4. The standard coverage premium payable for the Owner's Policy of Title Insurance for the River Street Property.
5. Both parties shall equally share the fees of the Closing Agent required to accommodate the terms and provisions of closing under this Agreement. Taxes and assessments shall be prorated as of the Closing Date.

I. Possession. The City shall be entitled to possession of the River Street Property from and after the Closing Date.

12. General Requirements.

A. Property Maintenance. Sweetwater shall be responsible, at its sole expense, for all maintenance of the Property not sold to individual buyers, including maintaining all landscaping, irrigation systems, parking and drainage systems, and recreational facilities. This obligation shall include maintenance of landscaping, irrigation systems and transit facilities included in the City right-of way, as well as snow removal from sidewalks located within the City right-of-way; however this maintenance obligation specifically does not include maintenance and operating costs of lighting placed within the City right-of-way. Sweetwater may cause the Sweetwater Owner's Association to be formed to assume and perform the maintenance obligations hereunder. In the event that Sweetwater forms such an association and it assumes all or part of Sweetwater's obligations, Sweetwater shall be relieved of any obligation to City after the assumption and City shall look solely to the association for compliance with the obligations hereunder.

B. Police Powers. Except as otherwise provided, nothing contained herein is intended to limit the police powers of City. Except as provided herein, this Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations, including, without limitation, applicable building codes, fire codes, City's Zoning Ordinance, City's Subdivision Ordinance, and Planned Unit Development requirements for the Property.

C. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto; provided, however, the following shall not require an application to amend this Agreement but shall otherwise be subject to all other applicable City ordinances: construction of Project and uses typically permitted in the Limited Business zone.

D. Specific Performance. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

E. Attorney's Fees. 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, whether or not litigation is actually instituted or concluded, on appeal, or in bankruptcy.

F. Relationship of Parties. It is understood that the contractual relationship between City and Sweetwater is such that neither party is the agent, partner, or joint venture of the other party.

G. Successor and Assigns; Covenant Running With the Land. This Agreement shall inure to the benefit of City and Sweetwater and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the

Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

H. No Waiver. In the event that City or Sweetwater, or its successors or assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Sweetwater, or its successors in interest, or City, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

I. Partial Invalidity. In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

J. Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

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

L. Authority. Each of the persons executing this Agreement represents that they have lawful authority and authorization to execute this Agreement, as well as any other documents required hereunder, for and on behalf of the entity executing this Agreement.

M. Default. In the event City or Sweetwater, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement.

N. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

The City of Hailey
c/o Director, Planning Department
115 Main Street South, Suite H

Hailey, Idaho 83333
208/788-4221 (telephone)
208/788-2924 (facsimile)

To Sweetwater:

Sweetwater Company, LLC
c/o 474 Club, LLC
100 Peabody Place, Suite 1200
Memphis, TN 38103

With a copy to:
Lawson & Laski, PLLC
Attn: James R. Laski
PO Box 3310
Ketchum, ID 83340

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

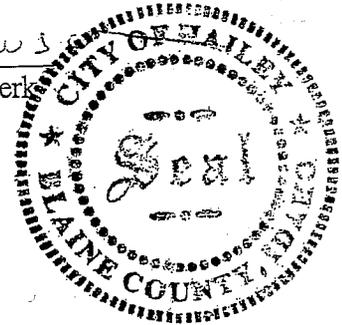
IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

CITY OF HAILEY:

Attest:

By: Susan McBryant
Susan McBryant, Mayor

Heather Dawson
Heather Dawson, City Clerk



SWEETWATER COMPANY, LLC

474 CLUB, LLC

By: [Signature]
By: 474 Club, LLC

Its: sole member

By: J. Kevin Adams

Its: CEO

By: [Signature]
By: J. Kevin Adams

Its: CEO

STATE OF IDAHO)
) ss.
County of Blaine)

On this 14 day of August, 2006, before me, a Notary Public in and for said State, personally appeared Susan McBryant, known or identified to me to be the Mayor of the City of Hailey, who executed the foregoing instrument, and acknowledged to me that she executed the same.

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

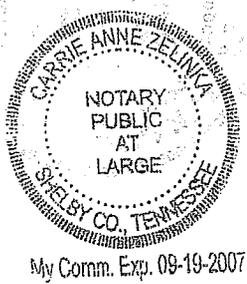


[Signature]
Notary Public for Idaho
Residing at Hailey, Idaho
My commission expires 12/2/08

STATE OF Tennessee)
) ss.
County of Shelby)

On this 14th day of August, 2006, before me, a Notary Public in and for said State, personally appeared J. Kevin Adams, CEO of 474 Club, LLC, the sole member of Sweetwater Company, LLC, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of the said 474 Club, LLC for itself, and as sole member of Sweetwater Company, LLC.

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



[Signature]
Notary Public for Tennessee
Residing at Memphis, Tennessee
My commission expires 9.19.07

EXHIBIT A

LEGAL DESCRIPTION

See Attached

SWEETWATER DESCRIPTION

Lots 1, 2, 3, 4, 5, & 6 & in Block 17 and Lots 1 & 2 and of Block 16 and Lots 1, 2, 3 & 4 in Block 19 and Lot 1 of Block 20 of WOODSIDE SUBDIVISION FINAL PLAT NO. 5, according to the official plat thereof, recorded as Instrument No. 150393, records of Blaine County, Idaho; and Parcels B2 & F1 of the PLAT OF PARCEL B1 AND B2, BLOCK 16 AND PARCEL F1, BLOCK 17, WOODSIDE SUBDIVISION NO. 5, according to the official plat thereof, recorded as Instrument No. 538208, records of Blaine County, Idaho; and Lot 1, North 70 feet of Lot 5 and Lot 6 in Block 22 of WOODSIDE SUBDIVISION FINAL PLAT NO. 6, according to the official plat thereof, recorded as Instrument No. 150394, records of Blaine County, Idaho; and Lots 1 through 52, inclusive in Block 83 and Parcel "FF" of WOODSIDE SUBDIVISION FINAL PLAT NO. 22, according to the official plat thereof, recorded as Instrument No. 152517, records of Blaine County, Idaho; and Tract A, formerly known as the Sprenger Parcel. Tract A is a:

A parcel of land thirty feet in width located within Woodside Subdivision No. 4, Township 2 North, Range 18E, Boise Meridian, City of Hailey, Blaine County, Idaho being particularly described as follows:

Commencing at the intersection of the centerline of Briarwood Drive and the intersection of Shenandoah Drive as shown on the plat of said Woodside Subdivision No. 4:

thence South $49^{\circ}41'40''$ West 54.14 feet to a point on the westerly right-of-way of said Shenandoah Drive, which is the TRUE POINT OF BEGINNING:

thence along the southernly right-of-way of Briarwood Drive 28.55 feet along a curve to the left with a central angle of $81^{\circ}47'12''$, a radius of 20.00 feet, and a chord length of 26.19 feet that bears North $28^{\circ}51'23''$ West:

thence along the southernly right-of-way of Briarwood Drive North $69^{\circ}45'00''$ West 254.83 feet:

thence along the southernly right-of-way of Briarwood Drive 77.92 feet along a curve to the right with a central angle of $11^{\circ}44'54''$, a radius of 380.00 feet, and a chord length of 77.78 feet that bears North $63^{\circ}52'35''$ West to the northwesternly corner of Lot 1, Block 16, Woodside Subdivision No. 5:

thence across Briarwood Drive 30.73 feet along a curve to the right with a central angle of $02^{\circ}36'29''$, a radius of 675.00 feet, and a chord length of 30.72 feet that bears North $20^{\circ}03'06''$ East to a point on the centerline of Briarwood Drive:

thence along the centerline of Briarwood Drive, 78.13 feet along a curve to the left with a central angle of $12^{\circ}47'24''$, a radius of 350.00 feet, and a chord length of 77.97 feet that bears South $63^{\circ}21'21''$ East:

thence along the centerline of Briarwood Drive South $69^{\circ}45'00''$ East 262.24 feet
to a point on the westernly right-of-way of said Shenandoah Drive:

thence along the westernly right-of-way of said Shenandoah Drive 47.30 feet
along a curve to the left with a central angle of $08^{\circ}12'48''$, a radius of 330.00 feet,
and a chord length of 47.26 feet that bears South $16^{\circ}08'39''$ West to the TRUE
POINT OF BEGINNING containing 0.24 acres, more or less.

EXHIBIT B

PHASING PLAN

See Attached



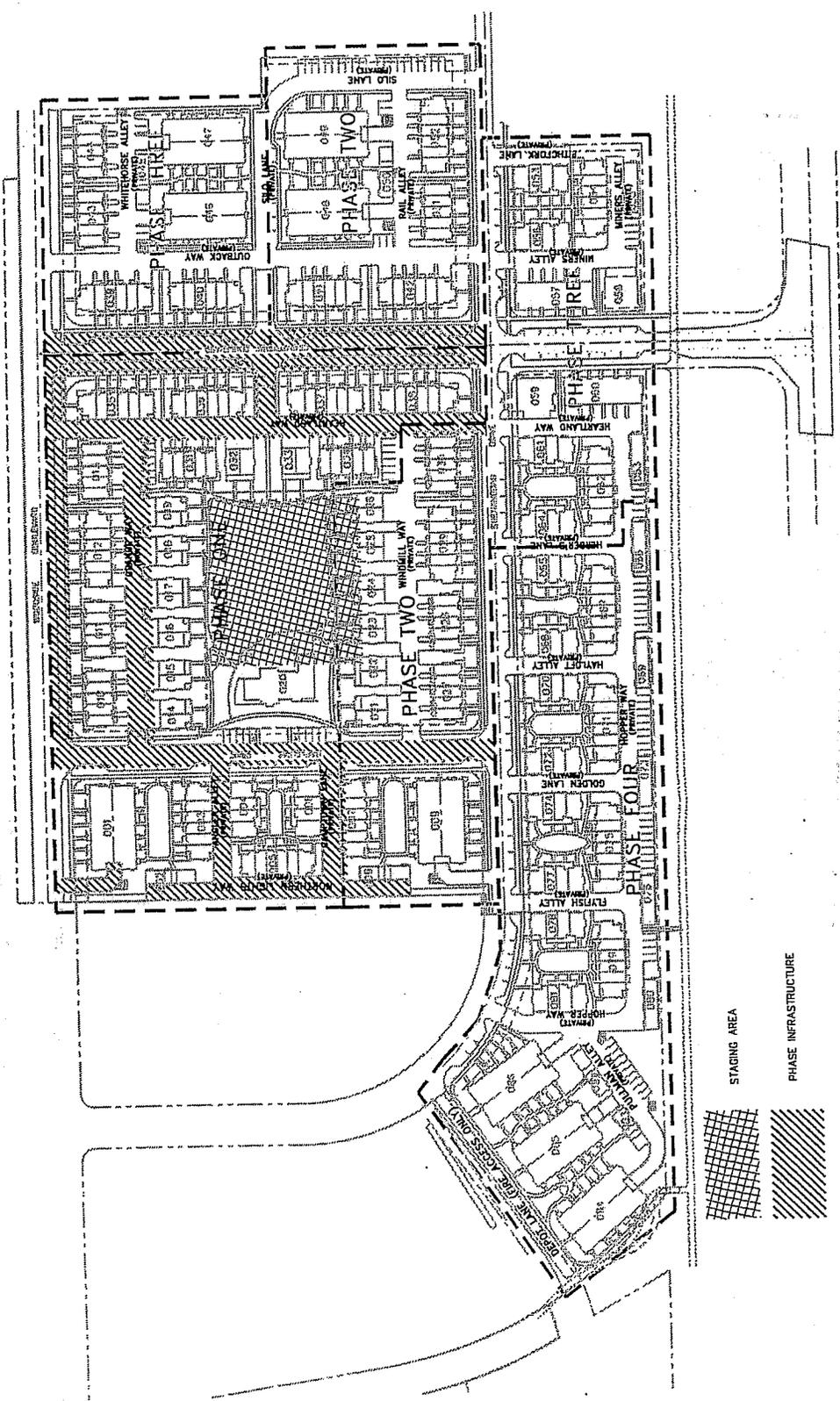
411 Sweetwater
 Suite 200
 10000 W. 10th Ave
 Denver, CO 80202
 303.440.1000
 info@sweetwater.com

411 Sweetwater, LLC
 Planned Unit Dev.
 Bailey, Idaho

411 Sweetwater, LLC
 10000 W. 10th Ave
 Denver, CO 80202

△	Proposed
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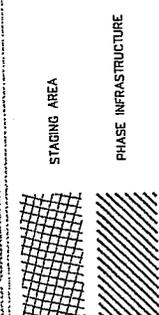
PHASING PLAN
 PROJECT NO. A10.1
 SHEET NO. 1
 DATE: 7/28/2006



PHASE 1

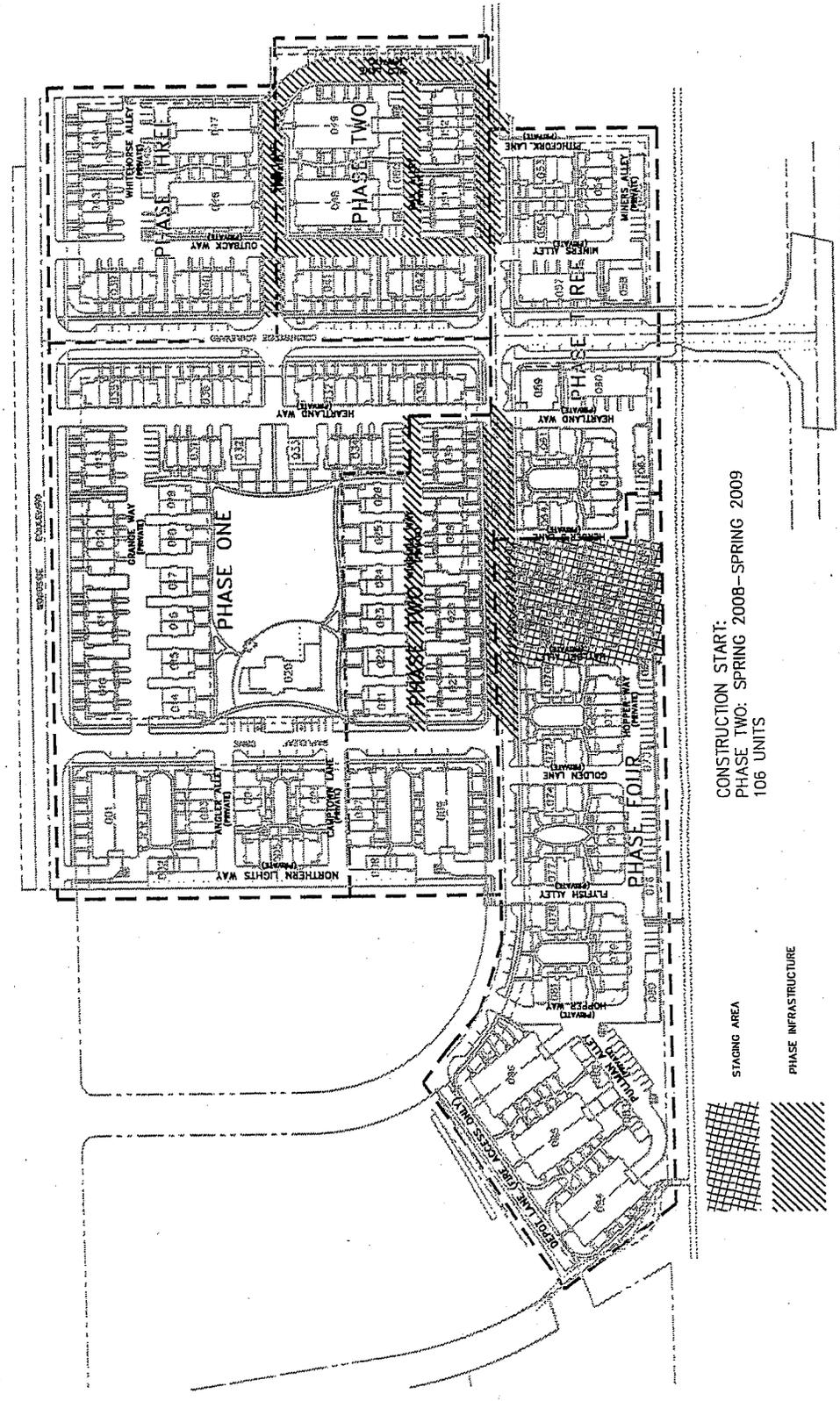
CONSTRUCTION START:
 PHASE ONE: FALL 2006 - SPRING 2008
 106 UNITS

- NOTES:
- MAPLELEAF DRIVE WILL BE CONSTRUCTED TO ROAD BASE LEVEL AT THE BEGINNING OF PHASE 1. THE SHENANDOAH AND WOODSIDE INTERSECTIONS, THE FINAL ASPHALT LAYER WILL BE PLACED AT END OF PHASE 1.
 - SEWER WILL BE PLACED IN COUNTRYSIDE BLVD. IN PHASE 1 AND A 2" LAYER OF ASPHALT WILL BE PLACED TO MATCH THE SURFACE FINISH. THE SIDEWALK AND DRAINAGE ON THE NORTH SIDE OF COUNTRYSIDE BLVD. WILL BE CONSTRUCTED IN SPRING 2007. THE REMAINING IMPROVEMENTS TO COUNTRYSIDE BLVD. WILL BE COMPLETED IN PHASE 3.



A10.1

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CONSTRUCTION START:
 PHASE TWO: SPRING 2008—SPRING 2009
 106 UNITS

NOTES:
 1. THE SIDEWALKS ON THE EAST SIDE OF SHENANDOAH AND A 2" LAYER OF ASPHALT WILL BE PLACED IN PHASE 2 BETWEEN HEARTLAND WAY AND MAPLE LEAF DR. AND BETWEEN OUTBACK WAY AND SILO LANE. THE REMAINING IMPROVEMENTS TO SHENANDOAH WILL OCCUR IN PHASE 4



PHASE 2



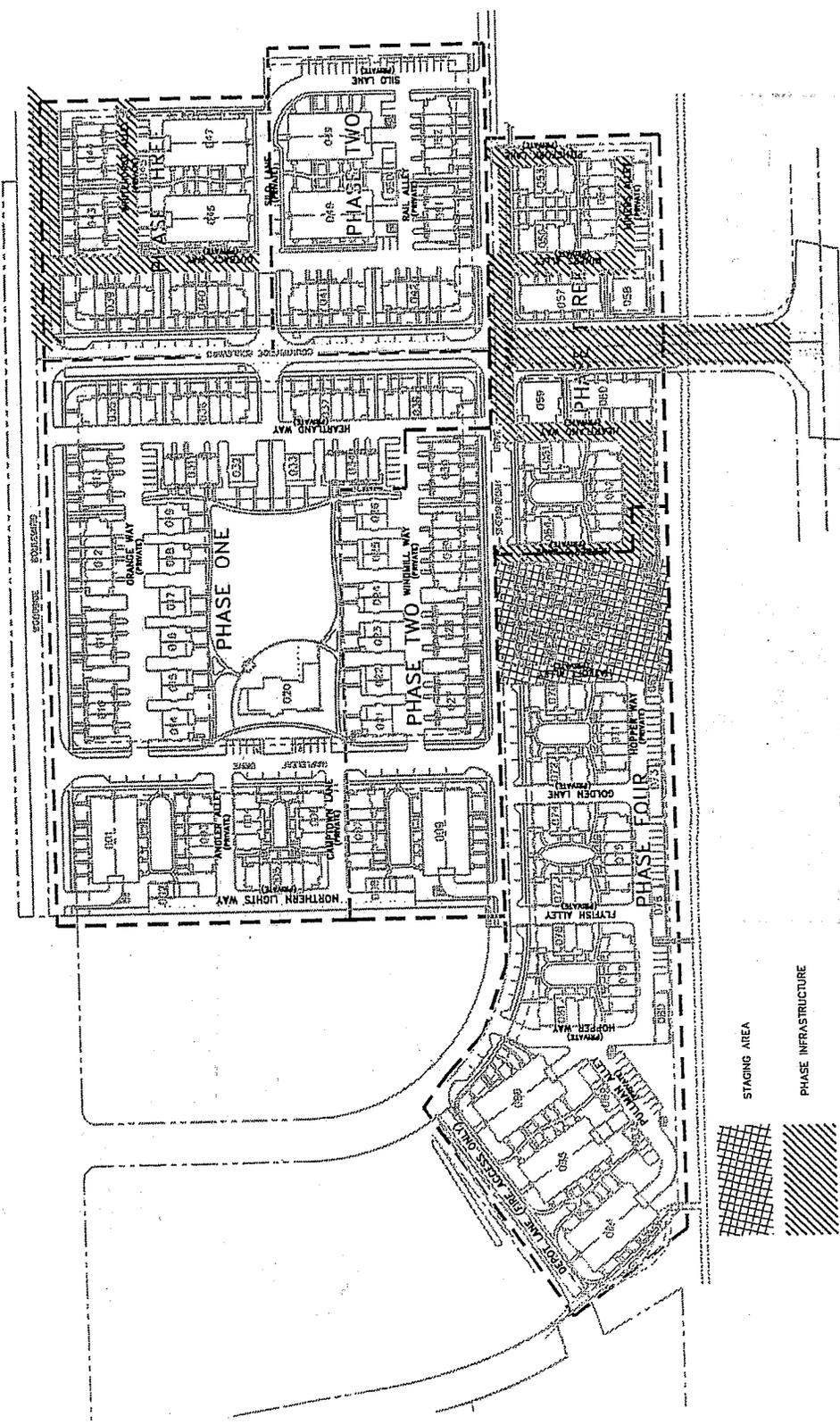
425 General Ave.
 Suite 200
 Omaha, NE 68102
 Phone: 402.478.1234
 Fax: 402.478.1235
 Website: www.sweetwater.com

SWEETWATER
 Planned Unit Dev.
 Lincoln, Illinois

AKS, LLC
 120 S. Main Street, Suite A3
 Harley, IL 60333

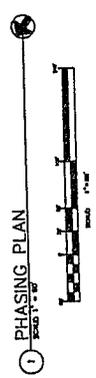
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PHASING PLAN
 A10.3



PHASE 3

CONSTRUCTION START: SPRING 2009—SPRING 2010
 PHASE THREE: SPRING 2009—SPRING 2010
 99 UNITS





11500 14th Ave.
Suite 200
Denver, CO 80202
Phone: 303.733.8800
Fax: 303.733.8801
www.webershous.com

PREPARED BY:
EMERSON WALKER
Planned Unit Dev.
Hankley, Illinois

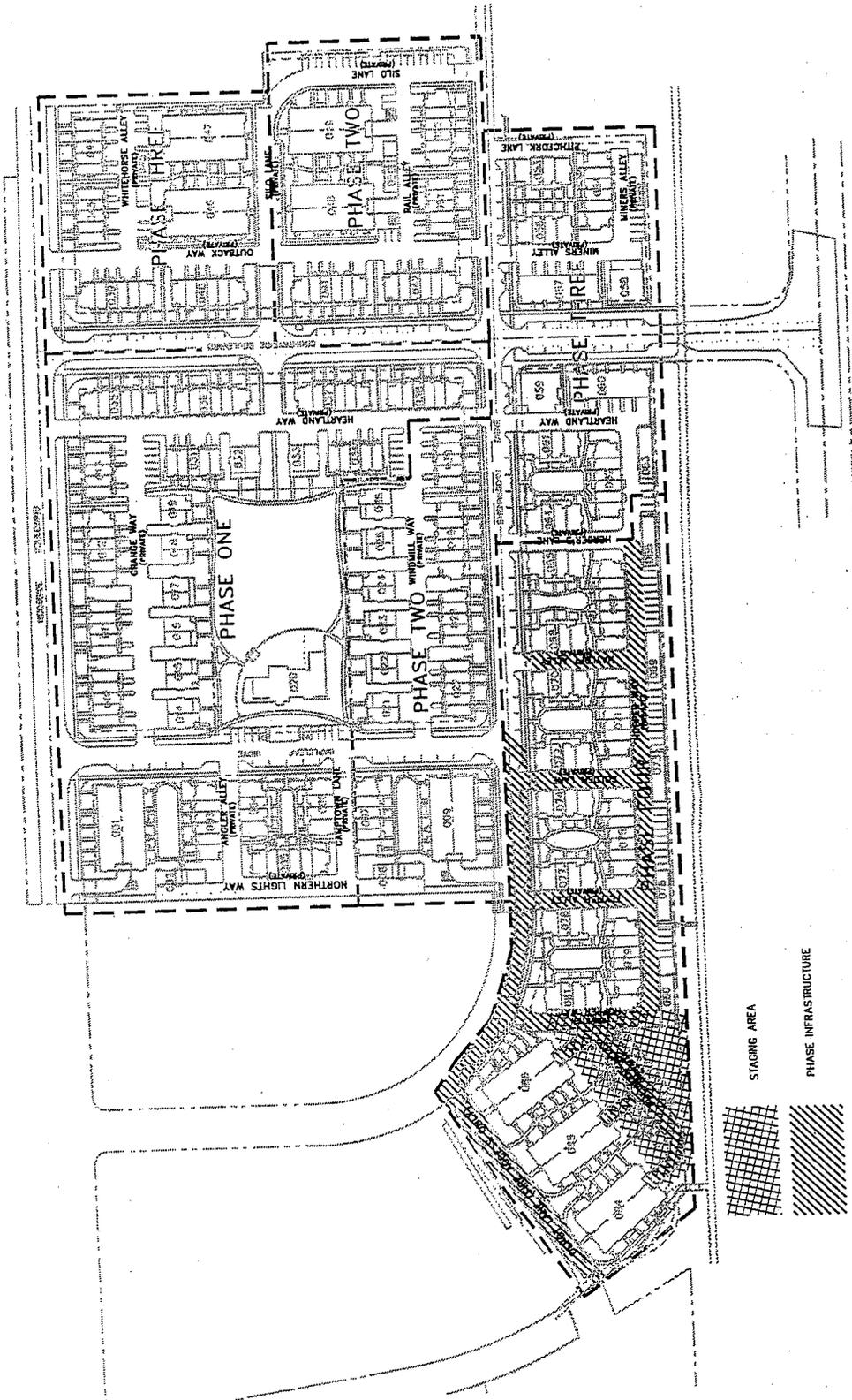
DATE: 11/11/11
120 S. White Street, Suite A3
Hankley, IL 61411

NO.	DESCRIPTION	DATE
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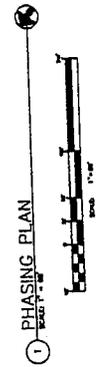
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PHASING PLAN

SCALE: 1" = 100'-0"
DATE: 11/11/11
PROJECT NO.: A10.4



PHASE 4



CONSTRUCTION START: SPRING 2010-SPRING 2011
PHASE FOUR: SPRING 2010-SPRING 2011
110 UNITS

FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

This First Amendment (the "Amendment") to the Planned Unit Development Agreement is made as of _____, 2009 by and between the City of Hailey (the "City"), Sweetwater Company, LLC, an Idaho limited liability company ("Sweetwater Company") and 474 Club, LLC, a Tennessee limited liability company ("474" and collectively with Sweetwater Company, "Sweetwater").

RECITALS

This Amendment is made in contemplation of the following facts and purposes:

- A. The City and Sweetwater entered into that certain Planned Unit Development Agreement dated August 14, 2006 (the "PUD Agreement"), with respect to the development of a multiple use project consisting of 421 residential units in Hailey Idaho, to be developed in four phases.
- B. Sweetwater has partially completed the first phase of the development.
- C. The City and Sweetwater now desire to amend and supplement the PUD Agreement as set forth herein, to allow for future development in accordance herewith.

AGREEMENT

1. Amendments. In view of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Sweetwater agree to amend and supplement the Agreement, as follows:

- 1.1 Construction of the Project. Paragraph 2 of the PUD Agreement is amended to add the following additional language:

Notwithstanding the foregoing, Sweetwater may modify and amend the Plans from time to time with approval of the City, not to be unreasonably withheld, to accommodate additional or different appropriate uses within and throughout the Project.

- 1.2 Community Housing. Paragraph 3 of the PUD Agreement shall be deleted in its entirety. The following language shall be added in its stead:

In order to amicably settle all disputes between the City and Sweetwater arising from the City Subdivision Ordinance as it relates to Community Housing, the parties agree as follows:

- a) *Sweetwater agrees to limit the price of the first forty-nine (49) platted units in the Project which have been constructed to no greater than greater than \$238 per square foot (the "Cap"), unless the City*

consents to a higher price, such consent not to be unreasonably withheld; and, in exchange;

b) The City agrees the Cap shall be deemed to be in complete and full compliance with any Community Housing Ordinance which may apply to the Project, and, in furtherance thereof, the City:

- i. shall, within ten (10) days from the the date of execution of this Amendment, re-convey the River Street Property (as more particularly described in Paragraph 11 of the PUD Agreement) to Sweetwater or its designee, free and clear of all encumbrances;
- ii. does hereby withdraw the Alternative Deed Restriction approved by the City with respect to the Project;
- iii. does hereby cancel Sweetwater's obligation to pay in lieu fees for community housing with respect to the Project; and
- iv. agrees and covenants that the City will neither collect, nor seek to collect, in lieu fees for community housing in connection with the Project.

1.3 Park Land Improvements. Paragraph 4 of the PUD Agreement is deleted in its entirety. The following language shall be added in its stead:

Sweetwater, as the successor in interest to SGA, shall provide the following in full and complete satisfaction of the requirements set forth in Paragraph 3 of the SGA Development Agreement and the requirements of the Hailey Subdivision Ordinance: Payment of \$390,000, adjusted as set forth in the SGA Development Agreement, payable in increments of \$2,000 per unit commencing with Phase III of the Project, said payments to be made from the proceeds of closing of the initial sale of such units until paid in full. Said payment shall constitute the entirety of the park land improvements required of the Project and all other park and open space associated with the Project shall be considered private.

Traffic Mitigation. Paragraph 5 of the PUD Agreement shall be amended to add the following additional language:

Sweetwater shall make the final payment for the traffic signal of \$ _____ on or before the recording of the Large Block Plat.

1.4 Phasing. Paragraph 9 of the PUD Agreement shall be deleted in its entirety. The following language shall be added in its stead:

The Large Block Plat for Sweetwater, as well as the final plats for Sublots 1-24 and 58-7, shall be recorded on or before May 30, 2009, unless further extended by the Council.

Sweetwater shall develop the Project in four (4) phases as set forth below:

Phase I 106 units

Phase II 106 units

Phase III 99 units

Phase IV 110 units

and in accordance with the Phasing Plan attached hereto as Exhibit "B." Exhibit "B" shows "Phase Infrastructure" for each phase and generally shows where the water and sewer mains, road improvements, curb, gutter and sidewalks within the public right-of-ways shall be constructed. In the event there is a discrepancy between Exhibit "B" and the language set forth below, the language of this Agreement shall control.

Timing of Phases shall be in accordance with market conditions, however subsequent phases shall not commence until the completion of construction related to the previous phase.

All roads, alleys and infrastructure necessary to serve a given phase shall be installed prior to the completion of that phase. Notwithstanding the foregoing, the following schedule for water, sewer, road improvements, curb, gutter and sidewalks within the public rights-of-way shall apply:

a. Countryside Boulevard.

Prior to the completion of Phase III: water and sewer mains installed between Shenandoah and Highway 75 and services stubbed to the edge of the right-of-way; sidewalks installed on the south side of the road and sidewalks (7 feet wide) installed on the remainder of the north side of the road between the bike path and Shenandoah; curbs and gutters installed on both sides of the road between Highway 75 and Woodside; entire road surface between curbs and gutters improved with three inch asphalt paving between Shenandoah and Highway 75; and the unpaved right-of-way between the curbs and gutters improved to a total of three inch asphalt paving between Woodside and Shenandoah.

b. Mapleleaf Drive.

Prior to the completion of Phase I: water and sewer mains installed and services stubbed to the edge of the right-of-way; curb, gutter and sidewalks (both sides) installed; and the entire road surface between the curbs and gutters improved to a total of three inch asphalt paving.

c. **Shenandoah Drive.**

Prior to completion of Phase II: water and sewer mains installed and services stubbed to the edge of the right-of-way; sidewalks installed on the east side of the road between Heartland Way and Mapleleaf and between Outback Way and Silo Lane; and current width of the road surface improved with a two inch overlay of asphalt.

Prior to completion of Phase III: curb and gutter installed from Heartland to the south boundary of the Development, including the intersection at Heartland; sidewalk installed on west side of the road between Heartland and the south boundary of the Development and on the east side of the road between Heartland and Outback; and the entire road surface between the curbs and gutters improved to a total of three inch asphalt paving between Heartland and Silo Lane.

Prior to completion of Phase IV: curb and gutter installed from Heartland to the north boundary of the Development; sidewalk installed on the west side of the road between Heartland and Mapleleaf and on both sides of the road between Mapleleaf and the north boundary of the Development; and the entire road surface between the curbs and gutters improved to a total of three inch asphalt paving between Heartland and the north boundary of the Development.

d. **Woodside Boulevard.**

Prior to completion of Phase I: water and sewer services stubbed to the edge of the right-of-way between Countryside and the north boundary of the Development; right of way regraded from Countryside to the north boundary of the Development; sidewalk (7 foot) installed along the west side of the road between Countryside and Mapleleaf; the current width of the road surface improved with a two inch overlay of asphalt between the intersection of Countryside and Mapleleaf.

Prior to completion of Phase I: curb, gutter and remainder of sidewalk (7 foot) installed on the west side of the road from Countryside to the north boundary of the Development; and the unpaved right-of-way between the curb and gutter and the current road surface improved with three inch asphalt pavement between Mapleleaf and the north boundary of the Development.

Prior to completion of Phase III: water and sewer services stubbed to the edge of the right-of-way and curb, gutter and sidewalk installed along the west side of the road between Countryside and the south boundary of the Development; right-of-way regraded from Countryside to the south boundary of the Development; the entire road surface improved up to the curb and gutter with three inch asphalt paving between the intersection of Countryside and the south boundary of the Development.

All improvements within the public right-of-ways shall be constructed in accordance with City Standards in effect at the time of the improvement. All sidewalks, curb and gutter improvements shall be constructed of concrete. All roads shall be paved to any installed curb and gutter.

In the event any improvements referenced herein are not completed within the phase or timeframe set forth in this Agreement, unless the pertinent timeframe has been extended with the approval of City, City shall have the discretion to withhold the issuance of building permits for subsequent phases or require the posting of sufficient security to ensure the completion of such improvements prior to the issuance of such permits.

In the event Sweetwater fails to obtain building permits for the units in Phases II through IV, inclusive, on or before the dates set forth in this Paragraph 9, then City shall have the right, but not the obligation, to complete the final paving of all public roads within the Development that have been damaged as part of the construction of the Project ("Paving") and revegetation/seeding of the remainder of the Property with native drought resistant grasses ("Landscaping"), after first giving Sweetwater notice and a sixty (60) day period within which to complete such Paving and Landscaping. Landscaping shall also include sufficient irrigation for two growing seasons.

Within each Block, separate individual townhouse plats may be recorded for groups of buildings and condominium plats may be recorded for individual buildings. Said plats may be recorded in an orderly and reasonable fashion in groupings to be approved by the City Planning Administrator, such approval not to be unreasonably withheld, so long as all essential services are available to a completed townhouse or condominium structure prior to the recording of a final plat encompassing that building, all infrastructure is completed in accordance with the schedule described herein and a certificate of occupancy has been issued for all the units within the plat encompassing such building, or sufficient security pledged to ensure completion of the same. Prior to the commencement of each phase, Sweetwater shall submit to the City Planning Administrator for approval a schedule for said phase showing proposed groupings of buildings within individual plats. In the event Sweetwater and the planning administrator cannot agree on such groupings, Sweetwater shall be entitled request relief from the City Council with respect to recording of plats within the phase. Notwithstanding the foregoing, the parties agree that reasonable changes may be made to such groupings as a result of unanticipated changes in construction schedules.

1.5 River Street Property. Paragraph 11 of the PUD Agreement shall be deleted in its entirety. The following language shall be added in its stead:

In accordance with Paragraph 3, as amended, the City shall convey title to Lot 2A of the Sutton Subdivision, ("River Street Property") to Sweetwater by warranty deed, free and clear of all liens, encumbrances, and restrictions, exclusive of (i) property taxes for the current year which are not due and payable on or before

the date of conveyance, and (ii) all easements, restrictions, notes and other matters as may be shown on official plats.

1.6 Permit Fees. A new paragraph 14 is added as follows:

The City agrees that all future building permit fees will be calculated and charged on a per building (as opposed to a per unit) basis.

2. Construction. This Amendment and the PUD Agreement constitute one agreement between the City and Sweetwater. In the event of any inconsistency between this Amendment and the PUD Agreement, the terms of this Amendment shall govern. All capitalized terms in this Amendment shall have the respective meanings in the PUD Agreement when used in this Amendment, unless otherwise defined herein.

3. Ratification. The PUD Agreement, as amended by this Amendment, is hereby ratified and affirmed.

4. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute an agreement binding on all the Parties hereto, notwithstanding that all such Parties are not signatories to the original or the same counterpart.

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

[SIGNATURES ON NEXT PAGE]

City of Hailey:

By: _____
Richard Davis, Mayor

"SWEETWATER COMPANY":

Sweetwater Company, LLC,
An Idaho limited liability company

By: _____
Name:
Title:

"474":

474 Club, LLC,
A Tennessee limited liability company

By: _____
Name:
Title:

[ADD NOTARY BLOCKS]

FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

This First Amendment (the "**Amendment**") to the Planned Unit Development Agreement is made as of _____, 2009 by and between the City of Hailey (the "**City**"), Sweetwater Company, LLC, an Idaho limited liability company ("**Sweetwater Company**") and 474 Club, LLC, a Tennessee limited liability company ("**474**" and collectively with Sweetwater Company, "**Sweetwater**").

RECITALS

This Amendment is made in contemplation of the following facts and purposes:

- A. The City and Sweetwater entered into that certain Planned Unit Development Agreement dated August 14, 2006 (the "**PUD Agreement**"), with respect to the development of a multiple use project consisting of 421 residential units in Hailey Idaho, to be developed in four phases.
- B. Sweetwater has partially completed the first phase of the development.
- C. The City and Sweetwater now desire to amend and supplement the PUD Agreement as set forth herein, to allow for future development in accordance herewith.

AGREEMENT

1. Amendments. In view of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Sweetwater agree to amend and supplement the Agreement, as follows:

- 1.1 Construction of the Project. Paragraph 2 of the PUD Agreement is amended to add the following additional language:

Notwithstanding the foregoing, Sweetwater may modify and amend the Plans from time to time with approval of the City, not to be unreasonably withheld, to accommodate additional or different appropriate uses within and throughout the Project.

- 1.2 Community Housing. Paragraph 3 of the PUD Agreement shall be deleted in its entirety. The following language shall be added in its stead:

In order to amicably settle all disputes between the City and Sweetwater arising from the City Subdivision Ordinance as it relates to Community Housing, the parties agree as follows:

- a) Sweetwater agrees to limit the price of the first forty-nine (49) platted units in the Project which have been constructed to no greater than greater than \$238 per square foot (the "Cap"), unless the City

consents to a higher price, such consent not to be unreasonably withheld; and, in exchange;

b) The City agrees the Cap shall be deemed to be in complete and full compliance with any Community Housing Ordinance which may apply to the Project, and, in furtherance thereof, the City:

i. shall, within ten (10) days from the the date of execution of this Amendment, re-convey the River Street Property (as more particularly described in Paragraph 11 of the PUD Agreement) to Sweetwater or its designee, free and clear of all encumbrances;

ii. does hereby withdraw the Alternative Deed Restriction approved by the City with respect to the Project;

iii. does hereby cancel Sweetwater's obligation to pay in lieu fees for community housing with respect to the Project; and

iv. agrees and covenants that the City will neither collect, nor seek to collect, in lieu fees for community housing in connection with the Project.

1.3 Park Land Improvements. Paragraph 4 of the PUD Agreement is deleted in its entirety. The following language shall be added in its stead:

Sweetwater, as the successor in interest to SGA, shall provide the following in full and complete satisfaction of the requirements set forth in Paragraph 3 of the SGA Development Agreement and the requirements of the Hailey Subdivision Ordinance: Payment of \$390,000, adjusted as set forth in the SGA Development Agreement, payable in increments of \$2,000 per unit commencing with Phase III of the Project, said payments to be made from the proceeds of closing of the initial sale of such units until paid in full. Said payment shall constitute the entirety of the park land improvements required of the Project and all other park and open space associated with the Project shall be considered private.

Traffic Mitigation. Paragraph 5 of the PUD Agreement shall be amended to add the following additional language:

Sweetwater shall make the final payment for the traffic signal of \$ _____ on or before the recording of the Large Block Plat.

1.4 Phasing. Paragraph 9 of the PUD Agreement shall be deleted in its entirety. The following language shall be added in its stead:

The Large Block Plat for Sweetwater, as well as the final plats for Sublots 1-24 and 58-7, shall be recorded on or before May 30, 2009, unless further extended by the Council.

Sweetwater shall develop the Project in four (4) phases as set forth below:

Phase I 106 units

Phase II 106 units

Phase III 99 units

Phase IV 110 units

*and in accordance with the Phasing Plan attached hereto as **Exhibit "B."** Exhibit "B" shows "Phase Infrastructure" for each phase and generally shows where the water and sewer mains, road improvements, curb, gutter and sidewalks within the public right-of-ways shall be constructed. In the event there is a discrepancy between Exhibit "B" and the language set forth below, the language of this Agreement shall control.*

Timing of Phases shall be in accordance with market conditions, however subsequent phases shall not commence until the completion of construction related to the previous phase.

All roads, alleys and infrastructure necessary to serve a given phase shall be installed prior to the completion of that phase. Notwithstanding the foregoing, the following schedule for water, sewer, road improvements, curb, gutter and sidewalks within the public rights-of-way shall apply:

a. *Countryside Boulevard.*

Prior to the completion of Phase III: water and sewer mains installed between Shenandoah and Highway 75 and services stubbed to the edge of the right-of-way; sidewalks installed on the south side of the road and sidewalks (7 feet wide) installed on the remainder of the north side of the road between the bike path and Shenandoah; curbs and gutters installed on both sides of the road between Highway 75 and Woodside; entire road surface between curbs and gutters improved with three inch asphalt paving between Shenandoah and Highway 75; and the unpaved right-of-way between the curbs and gutters improved to a total of three inch asphalt paving between Woodside and Shenandoah.

b. *Mapleleaf Drive.*

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

[SIGNATURES ON NEXT PAGE]

City of Hailey:

By: _____
Richard Davis, Mayor

“SWEETWATER COMPANY”:

Sweetwater Company, LLC,
An Idaho limited liability company

By: _____
Name:
Title:

“474”:

474 Club, LLC,
A Tennessee limited liability company

By: _____
Name:
Title:

[ADD NOTARY BLOCKS]

1870

1871

1872

1873

1874

1875

1876

1877

1878

1879

1880

1881

1882

1883

STAFF MEMO

DATE: 02/03/09
TO: Hailey City Council
FROM: Becki Keefer, Parks Project Coordinator
RE: **Horseshoe Pits at Keefer Park**

At their Regular Meeting held December 2, 2008, the Parks & Lands Board reviewed a proposal from a local league of horseshoe players to install regulation horseshoe pits in Keefer that would enable them to hold tournaments in Hailey. The league, represented by Stuart Brown and Steve Ottley, explained that they have been playing in Ketchum on private pits behind Apple's, but would prefer to play in Hailey. With eight regulation pits, the league could hold regional competitions. The league members present at the P&L Board meeting were enthusiastically committed to this project.

Facility construction is estimated at \$3000. The league, who will be fundraising for the proceeds, was encouraged to work with the Hailey Parks Foundation, a 501(c)3 corporation that has worked with the City on several other projects, including Jimmy's Garden, the Toe of the Hill Trail, and trees installed at Keefer Park.

The league members explored all the Hailey parks, and they would prefer Keefer Park because it has a large level area, good sun exposure, and restrooms. They would build the facility and maintain it, although it would require very little maintenance. The facility would be available to the general public when it was not in use by the league.

The league members said that players in Pocatello and eastern Idaho would love to come here for tournaments, which would generate revenue for the local businesses and in local option tax revenue. When asked how big the local league was, they explained that it is formally organized with 20 teams or 40 members.

The plan is for 8 pits, and would occupy an overall space of 76' x 48'. Construction would include removing 4" of sod/soil, pouring the concrete walls for the pits, and then filling the pits with sand. The 4" sod/soil would be replaced around the pits, as well. The posts (that you pitch the horseshoes at) are painted white, are installed in pressure-treated wood blocks and covered with orange traffic cones when not in use. The sand pits are covered with carpet squares when not in use to keep cats out.

The P&L Board found that the pits would be a great asset to Hailey, and would add to the diverse recreational amenities available. The Board recommended that the pits be constructed at Keefer Park where indicated, with appropriate signage to city standards, to work with City Staff during construction, and to get approval from the Council before proceeding.

Mary Cone

From: Tom Hellen [tom.hellen@haileycityhall.org]
Sent: Tuesday, January 27, 2009 11:44 AM
To: b.keefer@cox.net
Cc: 'Mary Cone'
Subject: RE: Horseshoe Pits

He would go under new business. I'm copying Mary so she saves a spot on the agenda.

Mary, this is a proposal for Horseshoe pits in Keefer Park that the P&L Board endorsed.

-----Original Message-----

From: b.keefer@cox.net [mailto:b.keefer@cox.net]
Sent: Tuesday, January 27, 2009 11:41 AM
To: tom.hellen@haileycityhall.org
Subject: Horseshoe Pits

Hi Tom,

Thanks for the update on last night.

On another issue, Stu Brown just called me regarding the horseshoe pits, and I told him I would try to get him on the next City Council agenda. February 9? His next question was whether they needed to be there - how does this work, as a New Business, Consent Agenda or other? I can pull together a Staff Memo and a draft showing the location in the park, as well as an agenda summary, but just need a bit of direction from you.

Thanks,
B

AGENDA ITEM SUMMARY

DATE: 02/09/2009 **DEPARTMENT:** Legislative **DEPT. HEAD SIGNATURE:** CB

SUBJECT: Discussion of proposed Dispatch Level of Service proposed – 13 officers at \$974,000

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The discussions on dispatch funding formulas have been peppered with talk about what is an appropriate level of service within the dispatch center. The E911 Users Group, followed by Blaine County Commissioners, have produced funding formulas to fund 13 dispatchers, in addition to management and CAD entry positions (1.75 FTE) being funded by the telephone line fee fund.

Last week, Carol Brown visited Elmore County to research their dispatch center and level of service. Attached are documents she gathered there, which show that within a county of similar population and number of calls, their dispatch center is run with 8 employees, at a cost of approximately \$395,000.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Funding formulas at a lower level of service, with Blaine County funding the first six positions for E-911 operations, would cost Hailey 40% less than currently proposed formulas. The equation built on electrical connections would be reduced for Hailey from approximately \$136,000 to \$81,600.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Carol Brown will introduce and make comments during New Business

FOLLOW-UP/COMMENTS:

*

All Events Entered Into CAD phone, radio walkin



CAD EVENT TALLY

06/01/2008 to 06/30/2008

LAW ENFORCEMENT and FIRE/RESCUE

Emergency & Non-emerg.

AGENCY	TOTAL	911 CALLS
ECSO Elmore County Sheriff's Office	967	22
GFFD Glens Ferry Fire Department	7	1
MHFD Mountain Home Fire Department	17	3
MHPD Mountain Home Police Department	827	22
OASIS Oasis Fire Department	1	1
Total Events		1819

Blaine County Pop. About 22,000

Elmore Countywide 29,000 population

7 month Elmore event total

- 1,819.00 +
- 2,021.00 +
- 1,892.00 +
- 1,742.00 +
- 1,682.00 +
- 1,778.00 +
- 1,742.00 +
- 1,724.00 +
- 14,400.00 *

Elmore County Call Volume All phone calls 98,218 annual (about)

Elmore County Annual CAD - about 25,500 (CAD events only)

Elmore - 8 dispatchers; 1 Mgr



CAD EVENT TALLY

07/01/2008 to 07/31/2008

LAW ENFORCEMENT and FIRE/RESCUE

AGENCY		TOTAL	911 CALLS
ECE	Elmore County Extrication	2	0
EC SO	Elmore County Sheriff's Office	974	23
F&G	Fish & Game	2	0
GFFD	Glenns Ferry Fire Department	12	2
MHFD	Mountain Home Fire Department	33	8
MHPD	Mountain Home Police Department	995	33
OASIS	Oasis Fire Department	3	0
		Total Events	2021



CAD EVENT TALLY

08/01/2008 to 08/31/2008

LAW ENFORCEMENT and FIRE/RESCUE

AGENCY		TOTAL	911 CALLS
ECISO	Elmore County Sheriff's Office	844	18
GFFD	Glenns Ferry Fire Department	11	0
ISP	Idaho State Police	1	0
MHFD	Mountain Home Fire Department	30	1
MHPD	Mountain Home Police Department	1005	26
OASIS	Oasis Fire Department	1	0
		Total Events	1892

Elmore County
Sheriff's Office



CAD EVENT TALLY

09/01/2008 to 09/30/2008

LAW ENFORCEMENT and FIRE/RESCUE

AGENCY	TOTAL	911 CALLS
ECSO Elmore County Sheriff's Office	757	19
GFFD Glenns Ferry Fire Department	3	0
MHFD Mountain Home Fire Department	21	2
MHPD Mountain Home Police Department	960	28
S&R Search & Rescue	1	0
	Total Events	1742



CAD EVENT TALLY

10/01/2008 to 10/31/2008

LAW ENFORCEMENT and FIRE/RESCUE

AGENCY		TOTAL	911 CALLS
EC SO	Elmore County Sheriff's Office	686	17
GFFD	Glenns Ferry Fire Department	4	0
MHFD	Mountain Home Fire Department	12	0
MHPD	Mountain Home Police Department	980	18
Total Events		1682	



CAD EVENT TALLY

11/01/2008 to 11/30/2008

LAW ENFORCEMENT and FIRE/RESCUE

AGENCY	TOTAL	911 CALLS
BLML Bureau of Land Management	1	0
EC SO Elmore County Sheriff's Office	817	16
GFFD Glens Ferry Fire Department	7	0
MHFD Mountain Home Fire Department	23	2
MHPD Mountain Home Police Department	930	19
Total Events		1778

Elmore County
Sheriff's Office



CAD EVENT TALLY

12/01/2008 to 12/31/2008

LAW ENFORCEMENT and FIRE/RESCUE

AGENCY		TOTAL	911 CALLS
BLMF	BUREAU OF LAND MANAGMENT FIRE	1	0
CCSO	Camas County Sheriff's Office	14	0
ECE	Elmore County Extrication	1	0
ECSO	Elmore County Sheriff's Office	907	8
FOREST	Forest Service	1	0
GCSO	Gooding County Sheriff's Office	1	0
GFE	Glenns Ferry Extrication	2	0
GFFD	Glenns Ferry Fire Department	11	1
ISP	Idaho State Police	1	0
MHFD	Mountain Home Fire Department	41	0
MHPD	Mountain Home Police Department	761	14
S&R	Search & Rescue	1	0
		Total Events	1742



CAD EVENT TALLY

01/01/2009 to 01/31/2009

LAW ENFORCEMENT and FIRE/RESCUE

AGENCY	TOTAL	911 CALLS
CCSO Camas County Sheriff's Office	10	0
CFD	1	0
ECSO Elmore County Sheriff's Office	886	7
F&G Fish & Game	1	0
GFFD Glens Ferry Fire Department	6	1
MHFD Mountain Home Fire Department	31	0
MHPD Mountain Home Police Department	788	17
OASIS Oasis Fire Department	1	0
Total Events	1724	

calls vary by month

Eme. Non Emergency calls

1 Mo phone call total

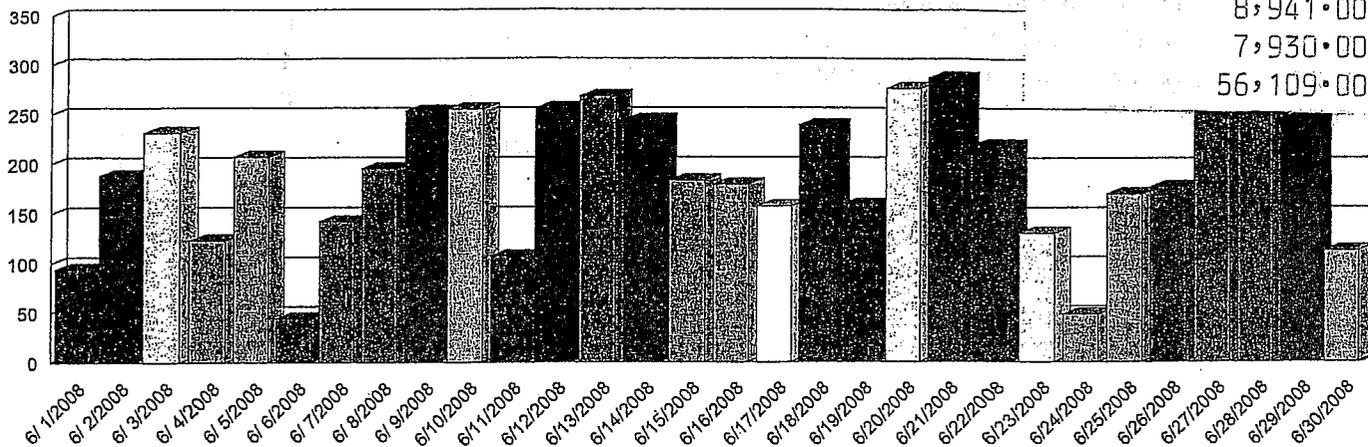
Call Volume per Day

0 *

0 *

Report Period : 6/1/2008 00:00:00 To 6/30/2008 23:59:59
 Last Data Transfer : 2/3/2009 14:15:06
 Call Takers [=] : Andrea Bisignani, Brian Thomas, Chris Brun, Clay Davison, Doug Croyle, Walker, Irma Shenk, Kayla Parsons, Pos1, Pos2, Pos3, Pos4, Teresa Malle
 Call Types : Incoming, Outgoing
 Valid ANI : True
 Number of Calls : 5,791

5,791.00 +
 6,048.00 +
 6,521.00 +
 6,712.00 +
 7,318.00 +
 6,848.00 +
 8,941.00 +
 7,930.00 +
 56,109.00 *



Day	Number of Calls	Percentage (%)	Cumulative (%)
6/ 1/2008	94	1.62	1.62
6/ 2/2008	188	3.25	4.87
6/ 3/2008	231	3.99	8.86
6/ 4/2008	123	2.12	10.98
6/ 5/2008	207	3.57	14.56
6/ 6/2008	44	0.76	15.32
6/ 7/2008	142	2.45	17.77
6/ 8/2008	195	3.37	21.14
6/ 9/2008	253	4.37	25.51
6/10/2008	255	4.40	29.91
6/11/2008	107	1.85	31.76
6/12/2008	256	4.42	36.18
6/13/2008	268	4.63	40.80
6/14/2008	244	4.21	45.02
6/15/2008	183	3.16	48.18
6/16/2008	179	3.09	51.27
6/17/2008	157	2.71	53.98
6/18/2008	239	4.13	58.11
6/19/2008	159	2.75	60.85
6/20/2008	276	4.77	65.62
6/21/2008	287	4.96	70.58
6/22/2008	219	3.78	74.36
6/23/2008	130	2.24	76.60
6/24/2008	48	0.83	77.43
6/25/2008	170	2.94	80.37
6/26/2008	177	3.06	83.42
6/27/2008	318	5.49	88.91
6/28/2008	284	4.90	93.82
6/29/2008	246	4.25	98.07

Day
6/30/2008

Number of Calls

112

5,791

Percentage (%)

1.93

100.00

Cumulative (%)

100.00

Call Volume per Day

Report Period : 7/1/2008 00:00:00 To 7/31/2008 23:59:59

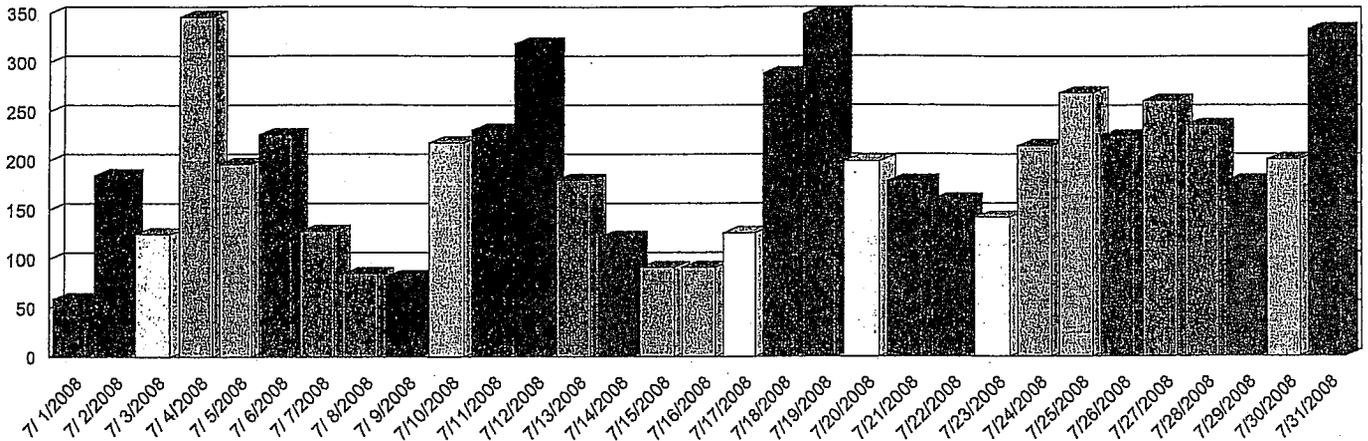
Last Data Transfer : 2/3/2009 14:30:07

Call Takers [=] : Andrea Bisignani, Brian Thomas, Chris Brun, Clay Davison, Doug Croyle, Ernie Caldwell, Gary Walker, Irma Shenk, Kayla Parsons, Pos1, Pos2, Pos3, Pos4, Teresa Mallea

Call Types : Incoming, Outgoing

Valid ANI : True

Number of Calls : 6,048



<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
7/1/2008	59	0.98	0.98
7/2/2008	185	3.06	4.03
7/3/2008	125	2.07	6.10
7/4/2008	346	5.72	11.82
7/5/2008	196	3.24	15.06
7/6/2008	226	3.74	18.80
7/7/2008	128	2.12	20.92
7/8/2008	85	1.41	22.32
7/9/2008	82	1.36	23.68
7/10/2008	218	3.60	27.28
7/11/2008	231	3.82	31.10
7/12/2008	319	5.27	36.38
7/13/2008	180	2.98	39.35
7/14/2008	122	2.02	41.37
7/15/2008	91	1.50	42.87
7/16/2008	91	1.50	44.38
7/17/2008	126	2.08	46.46
7/18/2008	289	4.78	51.24
7/19/2008	349	5.77	57.01
7/20/2008	199	3.29	60.30
7/21/2008	179	2.96	63.26
7/22/2008	160	2.65	65.91
7/23/2008	142	2.35	68.25
7/24/2008	215	3.55	71.81
7/25/2008	269	4.45	76.26
7/26/2008	225	3.72	79.98
7/27/2008	261	4.32	84.29
7/28/2008	236	3.90	88.19
7/29/2008	179	2.96	91.15

<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
7/30/2008	201	3.32	94.48
7/31/2008	334	5.52	100.00
	<u>6,048</u>	<u>100.00</u>	

Call Volume per Day

Report Period : 8/1/2008 00:00:00 To 8/31/2008 23:59:59

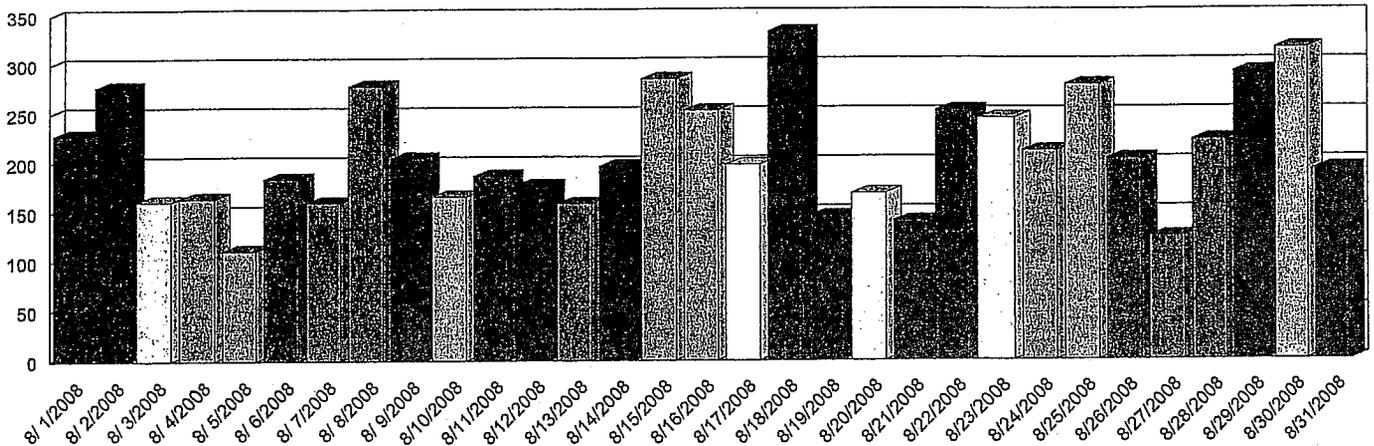
Last Data Transfer : 2/3/2009 14:30:07

Call Takers [=] : Andrea Bisignani, Brian Thomas, Chris Brun, Clay Davison, Doug Croyle, Ernie Caldwell, Gary Walker, Irma Shenk, Kayla Parsons, Pos1, Pos2, Pos3, Pos4, Teresa Mallea

Call Types : Incoming, Outgoing

Valid ANI : True

Number of Calls : 6,521

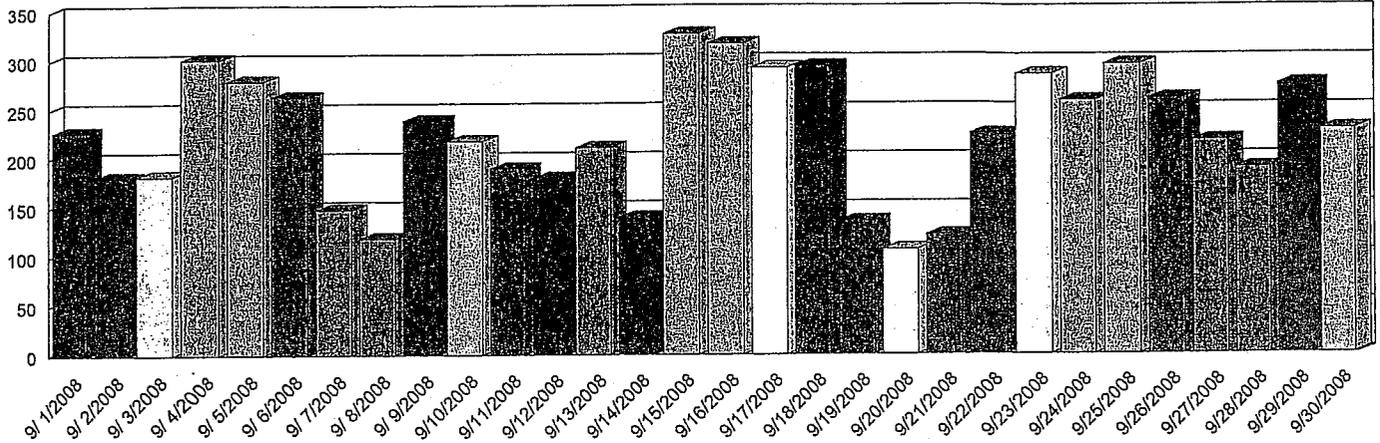


<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
8/ 1/2008	228	3.50	3.50
8/ 2/2008	277	4.25	7.74
8/ 3/2008	161	2.47	10.21
8/ 4/2008	164	2.51	12.73
8/ 5/2008	111	1.70	14.43
8/ 6/2008	184	2.82	17.25
8/ 7/2008	160	2.45	19.71
8/ 8/2008	278	4.26	23.97
8/ 9/2008	205	3.14	27.11
8/10/2008	166	2.55	29.66
8/11/2008	187	2.87	32.53
8/12/2008	177	2.71	35.24
8/13/2008	159	2.44	37.68
8/14/2008	197	3.02	40.70
8/15/2008	285	4.37	45.07
8/16/2008	253	3.88	48.95
8/17/2008	198	3.04	51.99
8/18/2008	333	5.11	57.09
8/19/2008	146	2.24	59.33
8/20/2008	169	2.59	61.92
8/21/2008	141	2.16	64.09
8/22/2008	253	3.88	67.97
8/23/2008	245	3.76	71.72
8/24/2008	212	3.25	74.97
8/25/2008	279	4.28	79.25
8/26/2008	204	3.13	82.38
8/27/2008	125	1.92	84.30
8/28/2008	223	3.42	87.72
8/29/2008	292	4.48	92.19

<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
8/30/2008	316	4.85	97.04
8/31/2008	193	2.96	100.00
	<u>6,521</u>	<u>100.00</u>	

Call Volume per Day

Report Period : 9/1/2008 00:00:00 To 9/30/2008 23:59:59
Last Data Transfer : 2/3/2009 14:30:07
Call Takers [=] : Andrea Bisignani, Brian Thomas, Chris Brun, Clay Davison, Doug Croyle, Ernie Caldwell, Gary Walker, Irma Shenk, Kayla Parsons, Pos1, Pos2, Pos3, Pos4, Teresa Mallea
Call Types : Incoming, Outgoing
Valid ANI : True
Number of Calls : 6,712



<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
9/ 1/2008	227	3.38	3.38
9/ 2/2008	181	2.70	6.08
9/ 3/2008	182	2.71	8.79
9/ 4/2008	301	4.48	13.27
9/ 5/2008	279	4.16	17.43
9/ 6/2008	263	3.92	21.35
9/ 7/2008	148	2.21	23.55
9/ 8/2008	119	1.77	25.33
9/ 9/2008	239	3.56	28.89
9/10/2008	218	3.25	32.14
9/11/2008	190	2.83	34.97
9/12/2008	180	2.68	37.65
9/13/2008	211	3.14	40.79
9/14/2008	140	2.09	42.88
9/15/2008	327	4.87	47.75
9/16/2008	317	4.72	52.47
9/17/2008	292	4.35	56.82
9/18/2008	294	4.38	61.20
9/19/2008	136	2.03	63.23
9/20/2008	107	1.59	64.82
9/21/2008	122	1.82	66.64
9/22/2008	225	3.35	69.99
9/23/2008	286	4.26	74.26
9/24/2008	259	3.86	78.11
9/25/2008	296	4.41	82.52
9/26/2008	261	3.89	86.41
9/27/2008	218	3.25	89.66
9/28/2008	190	2.83	92.49
9/29/2008	275	4.10	96.59

Day
9/30/2008

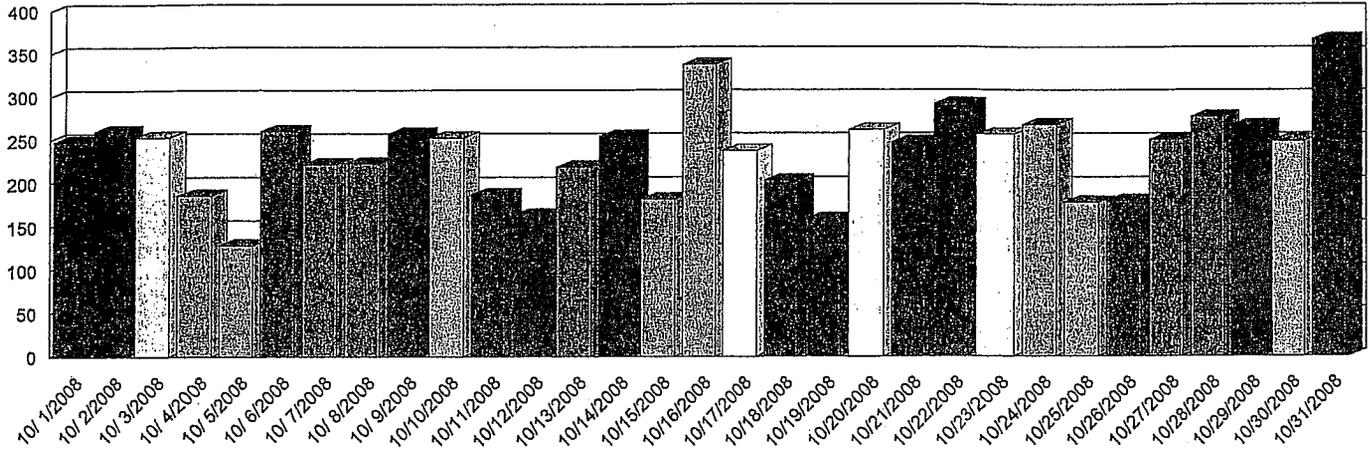
Number of Calls
229
6,712

Percentage (%)
3.41
100.00

Cumulative (%)
100.00

Call Volume per Day

Report Period : 10/1/2008 00:00:00 To 10/31/2008 23:59:59
Last Data Transfer : 2/3/2009 14:30:07
Call Takers [=] : Andrea Bisignani, Brian Thomas, Chris Brun, Clay Davison, Doug Croyle, Ernie Caldwell, Gary Walker, Irma Shenk, Kayla Parsons, Pos1, Pos2, Pos3, Pos4, Teresa Mallea
Call Types : Incoming, Outgoing
Valid ANI : True
Number of Calls : 7,318

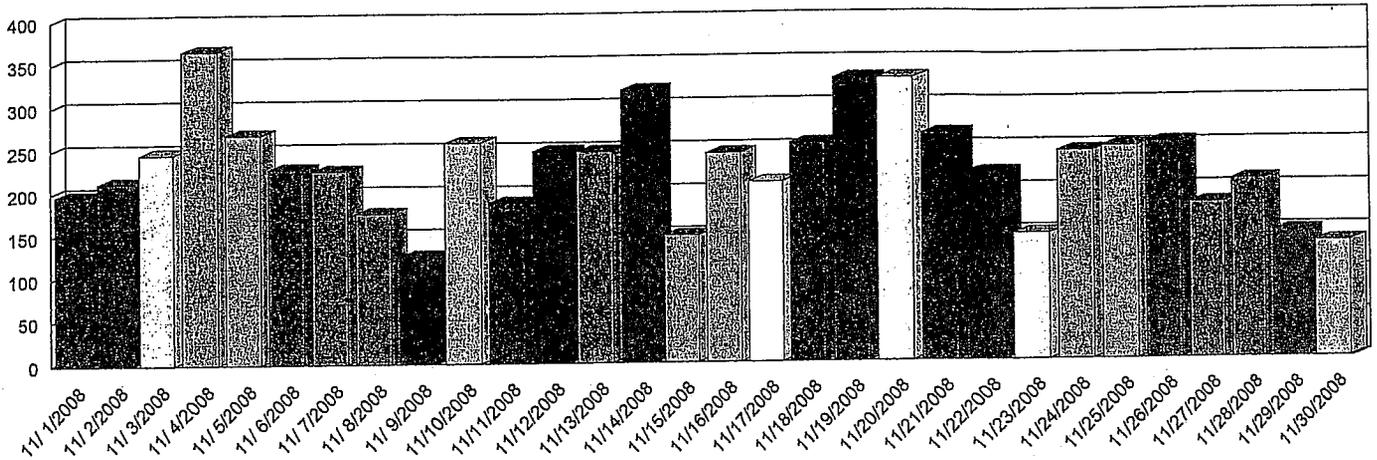


<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
10/ 1/2008	248	3.39	3.39
10/ 2/2008	260	3.55	6.94
10/ 3/2008	253	3.46	10.40
10/ 4/2008	186	2.54	12.94
10/ 5/2008	129	1.76	14.70
10/ 6/2008	260	3.55	18.26
10/ 7/2008	222	3.03	21.29
10/ 8/2008	223	3.05	24.34
10/ 9/2008	257	3.51	27.85
10/10/2008	252	3.44	31.29
10/11/2008	187	2.56	33.85
10/12/2008	164	2.24	36.09
10/13/2008	219	2.99	39.08
10/14/2008	254	3.47	42.55
10/15/2008	182	2.49	45.04
10/16/2008	337	4.61	49.64
10/17/2008	237	3.24	52.88
10/18/2008	203	2.77	55.66
10/19/2008	159	2.17	57.83
10/20/2008	261	3.57	61.40
10/21/2008	247	3.38	64.77
10/22/2008	291	3.98	68.75
10/23/2008	256	3.50	72.25
10/24/2008	267	3.65	75.90
10/25/2008	178	2.43	78.33
10/26/2008	180	2.46	80.79
10/27/2008	250	3.42	84.20
10/28/2008	276	3.77	87.97
10/29/2008	266	3.63	91.61

<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
10/30/2008	248	3.39	95.00
10/31/2008	366	5.00	100.00
	<u>7,318</u>	<u>100.00</u>	

Call Volume per Day

Report Period : 11/1/2008 00:00:00 To 11/30/2008 23:59:59
Last Data Transfer : 2/3/2009 14:30:07
Call Takers [=] : Andrea Bisignani, Brian Thomas, Chris Brun, Clay Davison, Doug Croyle, Ernie Caldwell, Gary Walker, Irma Shenk, Kayla Parsons, Pos1, Pos2, Pos3, Pos4, Teresa Mallea
Call Types : Incoming, Outgoing
Valid ANI : True
Number of Calls : 6,848



Day	Number of Calls	Percentage (%)	Cumulative (%)
11/ 1/2008	197	2.88	2.88
11/ 2/2008	212	3.10	5.97
11/ 3/2008	245	3.58	9.55
11/ 4/2008	365	5.33	14.88
11/ 5/2008	267	3.90	18.78
11/ 6/2008	227	3.31	22.09
11/ 7/2008	225	3.29	25.38
11/ 8/2008	175	2.56	27.94
11/ 9/2008	125	1.83	29.76
11/10/2008	257	3.75	33.51
11/11/2008	187	2.73	36.24
11/12/2008	247	3.61	39.85
11/13/2008	246	3.59	43.44
11/14/2008	317	4.63	48.07
11/15/2008	148	2.16	50.23
11/16/2008	243	3.55	53.78
11/17/2008	209	3.05	56.83
11/18/2008	254	3.71	60.54
11/19/2008	329	4.80	65.35
11/20/2008	329	4.80	70.15
11/21/2008	264	3.86	74.01
11/22/2008	219	3.20	77.21
11/23/2008	147	2.15	79.35
11/24/2008	243	3.55	82.90
11/25/2008	248	3.62	86.52
11/26/2008	252	3.68	90.20
11/27/2008	181	2.64	92.84
11/28/2008	208	3.04	95.88
11/29/2008	147	2.15	98.03

Day
11/30/2008

Number of Calls
135

6,848

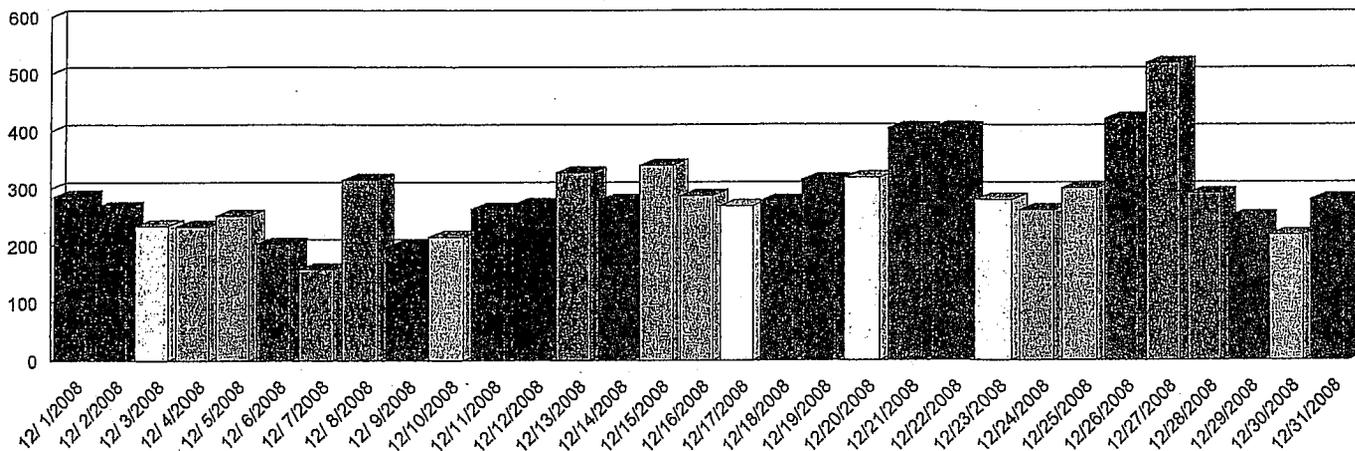
Percentage (%)
1.97

100.00

Cumulative (%)
100.00

Call Volume per Day

Report Period : 12/1/2008 00:00:00 To 12/31/2008 23:59:59
Last Data Transfer : 2/3/2009 14:45:06
Call Takers [=: Andrea Bisignani,Brian Thomas,Chris Brun,Clay Davison,Doug Croyle,Ernie Caldwell,Gary Walker,Irma Shenk,Kayla Parsons,Pos1,Pos2,Pos3,Pos4,Teresa Mallea
Call Types : Incoming, Outgoing
Valid ANI : True
Number of Calls : 8,941

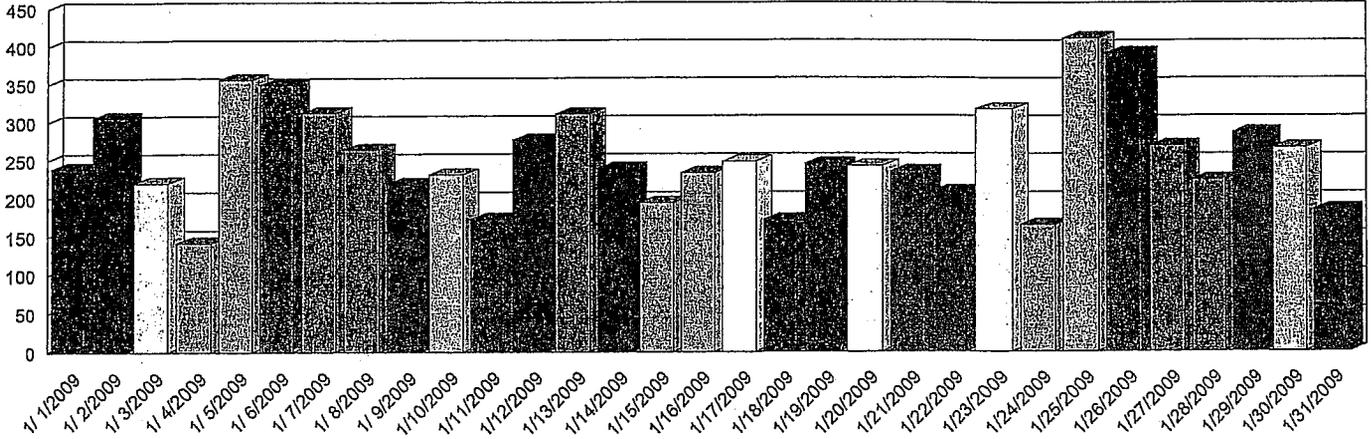


Day	Number of Calls	Percentage (%)	Cumulative (%)
12/ 1/2008	286	3.20	3.20
12/ 2/2008	266	2.98	6.17
12/ 3/2008	234	2.62	8.79
12/ 4/2008	233	2.61	11.40
12/ 5/2008	252	2.82	14.22
12/ 6/2008	203	2.27	16.49
12/ 7/2008	158	1.77	18.25
12/ 8/2008	315	3.52	21.78
12/ 9/2008	198	2.21	23.99
12/10/2008	215	2.40	26.40
12/11/2008	264	2.95	29.35
12/12/2008	272	3.04	32.39
12/13/2008	327	3.66	36.05
12/14/2008	279	3.12	39.17
12/15/2008	340	3.80	42.97
12/16/2008	287	3.21	46.18
12/17/2008	269	3.01	49.19
12/18/2008	278	3.11	52.30
12/19/2008	315	3.52	55.82
12/20/2008	318	3.56	59.38
12/21/2008	404	4.52	63.90
12/22/2008	405	4.53	68.43
12/23/2008	280	3.13	71.56
12/24/2008	262	2.93	74.49
12/25/2008	301	3.37	77.85
12/26/2008	422	4.72	82.57
12/27/2008	519	5.80	88.38
12/28/2008	291	3.25	91.63
12/29/2008	250	2.80	94.43

<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
12/30/2008	218	2.44	96.87
12/31/2008	280	3.13	100.00
	<u>8,941</u>	<u>100.00</u>	

Call Volume per Day

Report Period : 1/1/2009 00:00:00 To 1/31/2009 23:59:59
Last Data Transfer : 2/3/2009 14:15:06
Call Takers [=] : Andrea Bisignani, Brian Thomas, Chris Brun, Clay Davison, Doug Croyle, Ernie Caldwell, Gary Walker, Irma Shenk, Kayla Parsons, Pos1, Pos2, Pos3, Pos4, Teresa Mallea
Call Types : Incoming, Outgoing
Valid ANI : True
Number of Calls : 7,930



Day	Number of Calls	Percentage (%)	Cumulative (%)
1/1/2009	239	3.01	3.01
1/2/2009	306	3.86	6.87
1/3/2009	220	2.77	9.65
1/4/2009	142	1.79	11.44
1/5/2009	356	4.49	15.93
1/6/2009	349	4.40	20.33
1/7/2009	312	3.93	24.26
1/8/2009	264	3.33	27.59
1/9/2009	219	2.76	30.35
1/10/2009	231	2.91	33.27
1/11/2009	173	2.18	35.45
1/12/2009	277	3.49	38.94
1/13/2009	311	3.92	42.86
1/14/2009	239	3.01	45.88
1/15/2009	194	2.45	48.32
1/16/2009	233	2.94	51.26
1/17/2009	248	3.13	54.39
1/18/2009	172	2.17	56.56
1/19/2009	245	3.09	59.65
1/20/2009	242	3.05	62.70
1/21/2009	235	2.96	65.66
1/22/2009	209	2.64	68.30
1/23/2009	317	4.00	72.30
1/24/2009	165	2.08	74.38
1/25/2009	411	5.18	79.56
1/26/2009	391	4.93	84.49
1/27/2009	269	3.39	87.88
1/28/2009	224	2.82	90.71
1/29/2009	286	3.61	94.31

<u>Day</u>	<u>Number of Calls</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
1/30/2009	266	3.35	97.67
1/31/2009	185	2.33	100.00
	<u>7,930</u>	<u>100.00</u>	

Elmore County
Expenditure Report
12-31-2008 thru 12-31-2008

1/15/2009
15:46:54

Line	Account Name	Annual Budget	Current Actual	Year-To-Date Actual	Remaining Balance	YTD %
9	JUSTICE FUND					
	DISPATCH					
01.001.01	DISPATCHER-WALKER	34,233.00	2,342.60	4,685.20	29,547.80	13.69
01.001.02	DISPATCHER-BRUN	26,220.00	2,142.00	6,555.84	19,664.16	25.00
01.001.03	DISPATCHER-MALLEA	35,543.00	3,571.84	9,986.02	25,556.98	28.10
01.001.04	DISPATCHER-BISINGANI	26,220.00	1,663.20	1,563.20	24,656.80	6.34
01.001.05	DISPATCHER-SHENK	28,655.00	2,301.26	6,880.46	21,774.54	24.01
01.001.06	DISPATCHER-CROYLE	27,818.00	2,272.90	6,983.22	20,834.78	25.10
01.001.07	DISPATCHER-CALDWELL	27,818.00	2,165.94	6,755.96	21,062.04	24.29
01.001.08	DISPATCHER-THOMAS	26,220.00	2,318.40	6,656.64	19,563.36	25.39
01.002.00	SOCIAL SECURITY	14,754.00	1,166.77	3,122.95	11,631.05	21.17
01.002.01	MEDICARE	3,451.00	1,272.88	730.38	2,170.62	21.16
01.002.02	HEALTH-DENTAL-VISION INS	45,312.00	3,200.91	8,676.83	36,635.17	19.15
01.003.00	CANCER INSURANCE	24,724.00	1,951.04	5,212.30	19,511.70	21.08
01.003.01	LIFE INSURANCE	5,356.00	215.25	645.75	4,710.25	12.06
01.005.00	PERSI-RETIREMENT					
01.007.00	PERSI-RETIREMENT					
01.020.00	OVERTIME	327,525.00	25,612.02	68,610.29	258,914.71	-20.95
	-- Total A-Budget		105.63	667.38	1,332.62	33.37
02.011.00	SUPPLIES-OTHER	2,000.00			2,000.00	
02.011.01	SUPPLIES-OFFICE	2,000.00			2,000.00	
02.017.00	MEALS	1,000.00	35.00	35.00	1,000.00	17.50
02.017.01	LODGING	200.00			200.00	
02.018.00	MISCELLANEOUS	7,500.00			7,500.00	
02.019.00	REPAIRS TO EQUIPMENT	1,000.00			1,000.00	
02.020.00	EQUIPMENT	1,700.00			1,700.00	
02.022.00	UNIFORMS	200.00	7,500.00	10,000.00	6,000.00	62.50
02.027.00	SCHOOLS	16,000.00			16,000.00	
02.027.01	DUES	34,700.00	7,640.63	10,702.38	23,997.62	30.84
02.157.00	ILETS					
02.169.00	NOTARY CERTIFICATION					
	-- Total B-Budget		33,252.65	79,312.67	282,912.33	21.90
	DEPARTMENT 489 TOTAL	362,225.00				

Σ-911 funds included in this budget. This is just personnel.