

AGENDA ITEM SUMMARY

DATE: 8/11/08 **DEPARTMENT:** Parks **DEPT. HEAD SIGNATURE:** 

SUBJECT: Motion to rename Woodside Central Park to Keefer Park.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Parks & Lands Board is recommending renaming Woodside Central Park to Keefer Park in recognition of the 10+ years of effort by Becki Keefer; with support from Steve Keefer; to make this park a reality.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. ____
____ Safety Committee ____ P & Z Commission ____ Police ____
____ Streets ____ Public Works, Parks ____ Mayor ____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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



CITY OF HAILEY PARKS & LANDS BOARD



115 South Main Street • Hailey, Idaho 83333 • 208 - 788-4221

August 6, 2008

City of Hailey
Mayor and City Council

Re: Recommendation for naming "Keefer Park"

Dear Mayor and City Council Members:

It is with sincere pleasure that I pass on this recommendation to you. The Hailey Parks and Lands Board is proposing that the park currently referred to as Woodside Central Park be named "Keefer Park".

This name had been proposed several years ago by board members, as well as Kristin Anderson, who was then Chair of Hailey Planning and Zoning. The time is now appropriate to make a formal recommendation.

The Board unanimously supports this name for many reasons including the following:

Becki Keefer initiated negotiations with Chuck Grubb many years ago and made not only the initial effort, but ongoing effort to make this park a reality.

Not insignificantly, an offshoot of these efforts helped lead to the creation of the Hailey Parks and Lands Board.

Becki sets a great example that involvement and tenacity can make a significant and tangible difference in a community.

Thank you.

Sincerely,

Janet Rae Fugate

Chair, Hailey Parks and Lands Board

AGENDA ITEM SUMMARY

DATE: 08/7/2008 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** MC

SUBJECT:

Alcohol Beverage License Renewals

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual renewal of alcohol beverage licenses, which expire each year on August 31.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Caselle # _____

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following alcohol beverage license renewals, which have been approved by the Hailey Police Department:

Cowboy Cocina	DiVine	Three Ten Main	Sun Valley Brewing Co. Inc.
Valley Gas, Inc.	Uptown Mini Mart	Hitchrack Partners	Hailey Chevron(Valley Gas)
Main Street Bistro	Miramar Mexican Rest.	Lago Azul	

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED
AUG 07 2008

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: _____

Applicant Name: DICK LEMON

Business Name: Lemcow Inc dba Cowboy Cocina

Business Physical Address: 111 N 1st Ave Hailey ID

Business Mailing Address: PO BOX 2230 Hailey ID

Business Phone Number: 208 788 0114

Property Owner (if different from applicant): _____

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

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

[Signature]
Applicant Signature

8/7/08
Date

Subscribed and sworn to before me this 7th day of August, 2008

[Signature]
Notary Public OR City Clerk

Residing at: Hailey Id
My Commission Expires May 9, 2012

<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
_____	_____
Chief of Police	

**PAM WILLIAMS
NOTARY PUBLIC
STATE OF IDAHO**

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED
AUG 08 2008

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Grocery Sale of Beer	\$50.00	<input checked="" type="checkbox"/>	<u>50.00</u>

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 650.00

Applicant Name: SGWB, LLC

Business Name: DiVine

Business Physical Address: 400 South Main St., Ste 103 Hailey, ID

Business Mailing Address: P.O. Box 4418 Hailey, ID 83333

Business Phone Number: (208) 788-4422

Property Owner (if different from applicant): Lipton #1, LLC

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

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

[Signature]
Applicant Signature

8.5.08
Date

Subscribed and sworn to before me this 5th day of August, 20 08

[Signature]
Notary Public OR City Clerk

Residing at: Blaine County
My Commission Expires 3/2010

Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
_____	_____
Chief of Police	

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

JUL 23 2008

APPLICATION FOR:

APPLICATIONS:

Liquor \$562.50

Wine by the Drink \$200.00 200.00

Beer by the Drink \$200.00 200.00

Grocery Sale of Wine \$200.00

Grocery Sale of Beer \$50.00

New License

Renewal

Transfer

TOTAL DUE: \$ 400.00

Applicant Name: Andrea Gallegos

Business Name: Three Ten Main - (Restaurant)

Business Physical Address: 310 N. Main St., Hailey

Business Mailing Address: 409 S. 4th Ave., Hailey

Business Phone Number: 208 - 788 - 4161

Property Owner (if different from applicant): Laurie Riggio

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

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

[Signature]
Applicant Signature

7.23.08
Date

Subscribed and sworn to before me this 23rd day of July, 2008.

Jennifer L. Maddox
Notary Public OR City Clerk

Residing at: Hailey, ID 83333
My Commission Expires Apr. 21st, 2011

JENNIFER L MADDOX
Notary Public
State of Idaho

Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
Chief of Police	_____

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

JUL 22 2008

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: _____

Applicant Name: Sun Valley Brewing Co. Inc

Business Name: Sun Valley Brewing Co.

Business Physical Address: 20 N. Main St.

Business Mailing Address: Same

Business Phone Number: 788-5777

Property Owner (if different from applicant): Curry Corp.

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

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

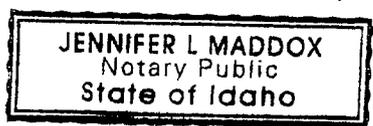
[Signature]
Applicant Signature

7-21-08
Date

Subscribed and sworn to before me this 21st day of July, 2008.

Jennifer L. Maddox
Notary Public OR City Clerk

Residing at: Hailey, ID
My Commission Expires Apr. 21st, 2014



Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
Chief of Police	_____

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



RECEIVED

JUL 24 2008

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: \$50-

Applicant Name: VALLEY GAS, INC

Business Name: VALLEY CAR WASH

Business Physical Address: 817 S. 3RD AVE, HAILEY ID

Business Mailing Address: BOX 4148, HAILEY ID 83333

Business Phone Number: 208 - 788 - 2460

Property Owner (if different from applicant): RENE BINE III (same principal)
(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

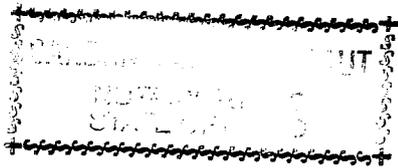
I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Reide Langwer 7-24-08
Applicant Signature Date

Subscribed and sworn to before me this 24 day of July, 2008

[Signature]
Notary Public OR City Clerk

Residing at: Hailey
My Commission Expires 4-2-12



Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
Chief of Police	_____

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



RECEIVED

JUL 21 2008

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	200 -
Grocery Sale of Beer	\$50.00	<input checked="" type="checkbox"/>	50 -

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: _____

Applicant Name: DAVID M WENDLAND

Business Name: UPTOWN MINI MART

Business Physical Address: 602 N MAIN ST

Business Mailing Address: PO BOX 790

Business Phone Number: 788 4095

Property Owner (if different from applicant): _____

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

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

Applicant Signature

Date

7-18-08

Subscribed and sworn to before me this 2 day of July, 20 08

Notary Public OR City Clerk

Residing at: US Bank
My Commission Expires 6-22-2012

JOSH MUFFIS
Notary Public
State of Idaho

Official Use Only

State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

Chief of Police

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

JUL 24 2008

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 250.00

Applicant Name: NATHAN FERMAN

Business Name: HITCHRAIL PARTNERS NTS, LLC

Business Physical Address: 619 S. MAIN ST.

Business Mailing Address: 293 INDIAN CREEK Rd HAILEY

Business Phone Number: 788-1696

Property Owner (if different from applicant): _____

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

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

[Signature]
Applicant Signature

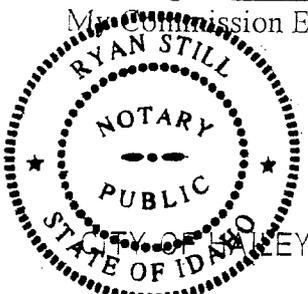
7/21/08
Date

Subscribed and sworn to before me this 21st day of July, 20 2008

[Signature]
Notary Public OR City Clerk

Residing at: Blaine City, Idaho
My Commission Expires 7/17/2009

<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
Chief of Police	_____



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



RECEIVED

JUL 24 2008

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: \$250-

Applicant Name: VALLEY GAS, INC.

Business Name: HAILEY CHEVRON

Business Physical Address: 209 S. MAIN ST., HAILEY, ID 83333

Business Mailing Address: BOX 4148 HAILEY ID 83333

Business Phone Number: 208 788-6292

Property Owner (if different from applicant): BOW & ARROW L.L.C. (Overlapping Principal)
(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

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

[Signature] _____
Applicant Signature Date

Subscribed and sworn to before me this 24 day of July, 20 08

[Signature]
Notary Public OR City Clerk

Residing at: Hailey
My Commission Expires 4-21-12

SANDRA P. EHRMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
_____	_____
Chief of Police	

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED
JUL 29 2008

APPLICATION FOR:

Liquor	\$562.50	<input checked="" type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input type="checkbox"/>
Transfer	<input type="checkbox"/>

#296

TOTAL DUE: 1012.50

Applicant Name: SALVATORE AREDDA

Business Name: MAIN STREET BISTRO

Business Physical Address: 107 SOUTH MAIN STREET.

Business Mailing Address: 1445 P.O. BOX HAILEY ID 83333

Business Phone Number: 208 788 6047.

Property Owner (if different from applicant): _____

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

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

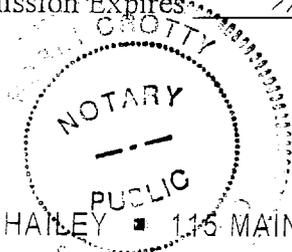
Salvatore Aredda
Applicant Signature

7-29-08
Date

Subscribed and sworn to before me this 29 day of July, 20 08

John Crotty
Notary Public OR City Clerk

Residing at: Hailey City Hall
My Commission Expires 7/29/08



<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
Chief of Police	_____

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED
AUG 01 2008

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 400.⁰⁰

Applicant Name: Jose Varela

Business Name: Miramar Mexican Restaurant

Business Physical Address: 401 S. Main St.

Business Mailing Address: 401 S. Main St.

Business Phone Number: (208) 788-4060

Property Owner (if different from applicant): Jeff Engelhardt

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

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

Applicant Signature [Signature]

Date 08-01-2008

Subscribed and sworn to before me this 1st day of August, 2008

Notary Public OR City Clerk [Signature]

Residing at: Hailey
My Commission Expires 1/15/2014

SARAH GRAY
Notary Public
State of Idaho

Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
Chief of Police	_____

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE:

Applicant Name: Sandra Elizabeth Castillo
 Business Name: Lago Azul Mexican Restaurant
 Business Physical Address: 14 W Croy St Hailey ID 83333
 Business Mailing Address: Same
 Business Phone Number: (208) 575-1700

Property Owner (if different from applicant): _____

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

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

Sandra B. Castillo
 Applicant Signature

8/4/08
 Date

Subscribed and sworn to before me this 4th day of Aug, 2008

Cove
 Notary Public OR City Clerk

Residing at: N/A
 My Commission Expires _____

<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>[Signature]</u>	_____
Chief of Police	

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

AGENDA ITEM SUMMARY

DATE: 08/11/2008 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Equipment Rental Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching an Equipment Rental Agreement for a diesel loader. This lease is a five year lease with payments of \$625/month. I have added a non-appropriation clause as paragraph 20 to the standard terms and conditions.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the mayor to sign the agreement subject to the lessor accepting paragraph 20.

FOLLOW-UP REMARKS:

*



EQUIPMENT RENTAL AGREEMENT

CENTRAL EQUIPMENT COMPANY, a Idaho corporation whose address is 3700 1/2 South 5th, P.O. Box 4639, Pocatello, Idaho 83205, County of Bannock, State of Idaho, hereinafter called the lessor, hereby leases to City of Hailey whose address is 115 Main St. S. Suite H, City of Hailey, County of Blaine State of Idaho, hereinafter called the lessee, for a minimum period of 60 (days, weeks, months) (delete two) and thereafter until the equipment is returned or until lessor terminates the lease, the equipment hereinafter described, according to the terms and provisions hereinafter stated:

The lessee agrees to pay base, hour and tire rentals as hereinafter set forth: A base rental in the amount of _____ payable in advance of each rental period. Month \$ 625
 Week \$ _____
 Day \$ _____

The base rental allows no more than ~~8~~ hours use if the rental is on a daily basis, ~~48~~ hours use if on a weekly basis, and ~~336~~ hours of use if on a monthly basis. Lessee agrees to pay an hourly rental for each hour in excess thereof at the rate of \$ _____ per hour.
 Double Shift Rate \$ _____ Triple Shift Rate \$ _____

In addition to the base and hourly rental, lessee agrees to pay a tire rental at the rate of \$ _____ per tire per hour of use.

The hourly and tire rentals shall be payable within 10 days following each month of use.

All rentals shall be payable at the office of lessor.

Lessor makes only the written warranties, if any, furnished to lessee at or before execution of this agreement. Lessor makes no other warranties express or implied respecting the goods, except title, and expressly excludes any implied warranties of merchantability or fitness for use.

EQUIPMENT LEASED: Liebherr Wheel Loader
 MODEL L520Z
 S/N OF UNIT 660-19081
 HOUR METER READING OUT 10 READING RETURN 2010

Model No. _____ Serial No. _____ Engine Make _____ Serial No. _____
 Tire Serial Nos. RF _____ LF _____ RR _____ LR _____
 Beginning date of lease _____
 F.O.B. City of Hailey Total Value \$ 140,000
 The Equipment shall be used at or near Hailey In the State of Idaho

Ship to _____
 When _____ Via _____
 Return to (lessor's designated receiving point) Central Equipment Service Office
 Invoice to 115 Main St. S. Suite H
 Street Address _____ City and State Hailey ID, 83333

Lessee agrees to all terms and provisions printed on reverse side dated this 1st day of August, 2008

CUSTOMER IS RESPONSIBLE FOR LIABILITY INSURANCE

WITNESS: _____

Customer Insurance Company _____
 Phone Number _____ Agent _____

CENTRAL EQUIPMENT COMPANY, INC., LESSOR
 By [Signature]
City of Hailey
 By _____ LESSEE

TERMS AND PROVISIONS OF AGREEMENT

1. The rental period shall begin on and include the date of shipment to the lessee and shall end on and include the date of return to the lessor's warehouse or receiving point. If equipment is kept longer than the specified minimum rental period, the rental shall continue at the same rate, with a proration of rentals on any combination of monthly, weekly or daily rates which is to lessee's advantage.
2. Lessee agrees to perform all maintenance such as, but not restricted to, lubricating, greasing, cleaning, checking tires, tightening of nuts, bolts, etc. Lessee agrees to pay lessor for damage arising from improper maintenance.
3. Lessee agrees to perform all minor repairs, including, without limitation, the replacement of filters, cables, cutting edges, hoses, packing, clutch plates, brakes and other wearing parts as needed. Lessee agrees to perform all major repairs necessitated by reasons other than ordinary wear and tear. Lessor agrees to perform all major repairs necessitated by ordinary wear and tear unless prevented from doing so by strike or other cause beyond its control.

Lessor, in its sole discretion, shall determine whether repairs are minor or major, and whether any major repair is necessitated as a result of ordinary wear and tear, and lessee agrees to be bound thereby.

Any repairs, the cost of which, in the Lessee's opinion, should be borne by the manufacturer under its warranty, must be made by the lessor. In the event of damage to the equipment, lessee may have the same repaired by any competent person, firm or corporation at its own expense or, the lessor, at its option, may repair said machinery for the lessee. If the repair is performed by lessor, and if the expense thereof is to be borne by lessee as set forth above, lessee agrees to pay the lessor at its regular rates, for any material or labor furnished, in making said repairs. In the event any work is done outside of lessor's regular hours by reason of which lessor shall be required to pay double time or other overtime charges to its employees, or to anyone doing the work for lessee, all such charges will be paid by the lessee to the lessor.
4. The tire charge shown on the face of this document covers normal tread wear only. The change does not cover —
 1. Mounting and dismounting
 2. Repairs
 3. Loss of ballast material
 4. Transfer of ballast
 5. Switching of tires

These costs are to be borne by the lessee.
5. Lessee agrees to pay for all services and materials furnished and all damages and sums due the lessor under this contract as soon as the loss occurs or service are rendered or materials are furnished.
6. The taking of notes, or renewals thereof, covering rentals or payments due shall not in any manner whatsoever change or supersede the terms and conditions of this contract.
7. The receipt and acceptance by the lessee of said equipment shall constitute acknowledgement that said property has been accepted and found in good, safe and serviceable condition, and fit for use, unless the lessee makes claim to the contrary to the lessor by registered mail with return receipt demanded, addressed to the lessor's home office within three days after receipt of said equipment. The complaint as made shall set forth in detail its complete nature and the condition of the property received.

In the event of notice to the lessor by the lessee that the equipment is not in good, safe and serviceable condition and fit for use upon its arrival, the lessor shall have the right to put said equipment in good, safe and serviceable condition and fit for use, within a reasonable time, or to cancel this lease.
8. The lessor shall not be liable in any event to the lessee for any loss, delay or damage of any kind or character resulting from defects in, or condition or inefficiency of equipment hereby leased. In the event the lessee accepts the machinery and equipment, as herein provided, and thereafter the said machinery and equipment, as herein provided, and thereafter the said machinery proves defective or unfit for use, because of accident or otherwise, or, if for any other reason lessee desires to discontinue the use of said machinery or equipment, the only remedy of lessee shall be to return the machinery to lessor and terminate this contract as herein elsewhere provided for.
9. The lessee agrees to pay for any charge for work or inspection required by any labor union. The lessor may, at its option, refuse to do any repair work on the equipment if there is a strike against lessee or if there is any labor union rule prohibiting it. The lessor reserves the right to remove the equipment at lessee's expense from the job at any time when, in its opinion, the equipment is in danger because of strikes or any other condition.
10. The lessee agrees to comply with and conform to all municipal, state and federal laws relating to the operation of said machinery and to pay all costs and expenses of every character occasioned by or involving the use or operation of the machinery or equipment and to pay all taxes and assessments which may be levied on said equipment during the term of this lease.
11. The lessee agrees to pay the lessor for all loss and damage occasioned by fire, theft, flood, accident, explosion, wreck, an act of God, negligence of lessor or lessee, or any other cause that may occur during the life of this lease, and until such machinery has been returned into the possession of the lessor and accepted by it. For the purpose of finding the valuation of said property in order to determine the loss, damage or injury thereto, it is agreed by the parties hereto that the value as hereinbefore stated shall be a true and just value as hereinbefore stated shall be a true and just value forming a basis for such adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply on the payment of such loss.
12. The lessee agrees to indemnify the lessor against all loss, damage and expense arising from any action on account of any injury to person or property of any character whatsoever occasioned by the operation, handling or transportation of any of the equipment during the rental period, including that arising from negligence of lessor.
13. The lessee agrees to insure said equipment in the amount of the value thereof set forth herein, against damage occasioned by fire, theft, flood, explosion, accident, act of God, or any other insurable cause that may occur during the life of this lease with a loss payable clause in favor of lessor and to furnish a certificate of insurance to lessor as evidence of coverage.
14. The title to the property herein leased and to all repairs, replacements and additions thereto is and shall remain in the lessor, and said machinery and equipment shall not become a part of any building, by being placed therein or by being annexed thereto. Where the equipment is annexed to any property, the lessee shall furnish the lessor with a landlord's release, which shall permit the lessor to remove the equipment from said property at any time during the life of, or after the expiration of this contract. Should the lessee be lax in obtaining said landlord's release, the lessor reserves the right, and the lessee hereby grants permission to the lessor to obtain such release. This equipment rental agreement may be assigned by the lessor to a financial institution.
15. The lessee agrees, whenever requested by lessor, to give lessor the exact location of all of the machinery and equipment covered by this lease and further agrees to give lessor immediate notice of any levy attempted upon said equipment, or if said equipment from any cause becomes liable to seizure, and to indemnify lessor against all loss and damages caused by any such action. The lessor shall have the privilege at all times of entering any building or location where the above property is being used for the purpose of inspection and shall have the privilege of removing said machinery and equipment on twenty-four hours notice if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected.
16. The equipment hereby leased shall not be sublet without the written consent of the lessor nor shall said property be moved from the construction job at the location shown herein, without the written consent of the lessor.
17. Should any of the provisions of this lease be violated by lessee the rental for the entire period herein specified may, at the option of lessor, become forthwith due and payable, and the lessor, or its agents may, without notice, enter the premises occupied by lessee without being a trespasser thereon and take possession of and remove said equipment with or without process of law. Any watchman or other person in charge of the equipment is hereby authorized and directed to deliver said equipment to lessor or its agent without inquiring as to any default. In the event of default, lessee agrees to pay all costs incurred by lessor in enforcing any right it may have, including, without limitation, reasonable attorneys fees, cost of removal of said machinery from the possession of lessee, and all freight, demurrage, storage, labor or other charges on or against said property incurred during or by the removal, shipping and return to the possession of the lessor at its designated receiving point.
18. Lessee agrees to return the equipment at the termination of this lease, to lessor's designated receiving point, in the same condition as when received, ordinary wear and tear excepted.
19. All rental payments are due in advance. Interest at the rate of 18% per annum will be charged on all rentals that have not been paid 30 days after invoice date.
20. Appropriations. No commitment of public funds will be made prior to the approval of this Equipment Lease Agreement. The terms of this Equipment Lease Agreement are contingent upon sufficient appropriations being made by the Hailey City Council for the performance of this agreement. If sufficient appropriations are not made, this agreement shall terminate. Termination based on non-appropriation of funds pursuant to the terms of this agreement shall not constitute in any claim for payment or damages by Lessor. Lessee's decision as to whether sufficient appropriations are available shall be accepted by Lessor and shall be final.



2700 1/2 South 5th Avenue
P. O. Box 4639
Pocatello, Idaho 83205-4639
(208) 233-2850
Idaho Toll Free 1-800-234-8082

LIEBHERR L528Z

STANDARD EQUIPMENT

Operating Weight: 23,775 lbs
Tipping Load, Articulated: 17,875 lbs
Bucket Capacity with Q/C: 2.6 yd

POWER TRAIN

Meets Tier 3 Exhaust Emissions

Liebherr Diesel Engine: D 504 TI, 4 cylinder, water-cooled, turbo charged, intercooled
117 HP Output @ 2,400 RPM
Max Torque: 317 lb ft

Stepless Hydrostatic Drive: "2 Plus 1" Swash plate type variable flow pump and two variable axial piston pump motors in closed loop circuit and axle transfer case.

ELECTRICAL

Operating voltage: 24 Volt
Battery: Ah/V 2 x 135/12
Alternator: Three-phase AC, V/A=24/55
Starter: V/hp=24/9

OPERATOR'S CAB

ROPS: Roll over protection system per DIN/ISO 3471/EN 474-1
FOPS: Falling object protection per DIN/ISO 3449/EN 474-1
Bucket Control: Single joystick
Seat: 6 way adjustable seat with lap belt, vibration damping and suspension adjustable for operator's weight.
Heating and Ventilation: 4 level air control, defroster, air conditioning with electric valve, fresh/recirculated air control, filter system with pre filter, fresh air filter and recirculated air filter.

*CENTRAL EQUIPMENT COMPANY***NOISE EMISSION**

ISO 6396-Inside Cab: 69 dB(A)

2000/14/EC-Outside Cab: 101 dB(A)

CAPACITIES

Fuel Tank: 44.9 gallons

Engine Oil, including filter: 3.2 gallons

Pump distributor gears: 1.0 gallon

Front axle/wheel hubs: 4.3/0.7 gallons

Rear axle/wheel hubs: 4.0/0.7 gallons

Hydraulic Tank: 29.1 gallons

Hydraulic System: 44.9 gallons

AGENDA ITEM SUMMARY

DATE: 08/07/2008 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** MC

SUBJECT:

Contract for Services with Xpress Bill Pay for ACH clearing for Bill Pay clients

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City of Hailey has a contract with Xpress Bill Pay to allow Hailey citizens to pay their water bill online. They are now offering an additional service for clients that use Bill Pay providers to submit their payments. Today if a client pays their bill through a Bill Pay provider, a physical check is mailed and manually received in a City Hall. These contracts will allow Xpress Bill Pay to go to the top 4 (by volume) Bill Pay providers and have them electronically send the funds directly to Hailey's bank account via Electronic Funds Transfer (EFT) for a nominal fee of \$.30 per transaction.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The clerk's office recommends authorizing this contract to be signed as it will be a benefit to City Hall by directly reducing the manual processing of checks.

**city attorney has reviewed these contracts - MHC*

FOLLOW-UP REMARKS:

*

AGENT AUTHORIZATION AGREEMENT – DEBIT SETTLEMENT (“Agreement”)

“Merchant”: City of Hailey
Address: 115 Main Street South
City, State ZIP: Hailey, ID 83333
Contact Mary Cone

CheckFree Services
4411 East Jones Bridge Road
Norcross, Georgia 30092
678.375.3000

CheckFree Services Corporation (“CheckFree”) is hereby authorized by Merchant to transmit its payments electronically to Xpress Bill Pay (“Agent”) (the “Service”). The following information is required to begin the Service

Agent Authorization

Agent shall establish and maintain for the term of this Agreement an account at a financial institution for the purpose of allowing CheckFree to credit funds to Merchant.

Agent’s account to credit:

Agent’s Financial Institution to be credited: Xpress Deposit Account

Agent’s Account Number at Financial Institution: 05116439

Agent’s ABA/ Routing Transit Number: 124301025

Mutually Agreed Upon Operational Details

Merchant notification method: Direct Send TO XPRESS BILLPAY RPPS
 ACH _____ ePay

Single electronic payment limit: \$TBD

Payment Processing

No payment transmitted hereunder may be rejected by Merchant unless the account data for such payment is incorrect or incomplete or the account is blocked or closed. It is Merchant’s responsibility to (i) retrieve remittance data each day; (ii) return to CheckFree in a mutually agreed upon format any payments that cannot be posted, (iii) maintain current contact and notification information with CheckFree; and, (iv) maintain security of any user ID and password information.

Fees and Returned Items Settlement Instructions

Merchant agrees to pay CheckFree the following fee for each payment delivered by CheckFree to Agent:

CheckFree Electronic Remittance Fee: \$0.00 per transaction

For Merchants receiving remittance data via a designated CheckFree-supported third party network, CheckFree reserves the right to increase this fee effective with any increase that CheckFree incurs from the third party network with reasonable advance written notice to Merchant.

Implementation Fee: \$0.00

Custom Development and Maintenance:

(Above and beyond standard implementation under this Agreement)

Any post-implementation development, maintenance, alterations, changes and/or additional requests, or Client requested data preparation and/or reporting will be charged at \$250.00 per hour. All such projects and requests will be subject to an applicable statement of work process, and only projects and requests within the scope of CheckFree development will be considered; additional fees will be determined depending upon the nature of the project or request.

Note: If, upon termination or expiration of this Agreement, the parties desire to maintain an electronic remittance relationship, the parties must enter into a separate mutually agreed upon remittance agreement (with a mutually agreed upon remittance method, which may be different than that under this Agreement, and with mutually agreed upon pricing, which may be higher than that under this Agreement) prior to termination or expiration of this Agreement.

In addition, Merchant accepts full financial responsibility for the dollar amount of payments originally credited to Merchant and returned unpaid to CheckFree, irrespective of the reason for the return. Merchant agrees that CheckFree is authorized to initiate a debit of Merchant’s designated account in the amount of the returned items on the day CheckFree notifies Merchant of the return.

Merchant’s account to debit: Xpress Deposit Account

Merchant’s Financial Institution to be debited: _____ Risk Amount \$2,500

Merchant’s Account Number at Financial Institution: 05116439

Merchant’s ABA / Routing Transit Number: 124301025

MERCHANT

Authorized Signature: _____

Print: _____

Title: _____

Date: _____

CHECKFREE SERVICES CORPORATION

Authorized Signature: _____

Print: _____

Title: _____

Date: _____



iPay Technologies

801 N. Black Branch Rd
Elizabethtown KY 42701
Direct 270-737-0590
Fax 866-489-9989



Merchant Account Retrieval System
(MARS) Setup Form
Xpress Bill Pay Master

Master Biller Contact Information

	Contact Information	Technical Contact
Contact Name	Vicki Peterson	Seth Cox
Telephone Number	800-768-7295 ext 16	800-768-7295 ext 15
Fax Number	800-768-7203	800-768-7203
E-mail address	vikip@xpressbillpay.com	scox@xpressbillpay.com
Payment Research Number	800-768-7295 ext 12	

Organization Contact Information

Company Name and Alias'	City of Hailey, Hailey City
Remit To Address	115 Main Street South Hailey, ID 83333
Other Address'	
Telephone Number	(208) 788-4221
Fax Number	(208) 788-2924
Contact Name	Mary Cone
E-mail address	Mary.cone@haileycityhall.org
Account Format	xx.xxxxx.xx (Decimal notation not required in file)
Sample Account Numbers	14.01340.01
Xpress Bill Pay ID	10037

Deposit Information

Financial Institution Name	Xpress Deposit Account	
Phone Number		
Account Number to be Credited	05116439	
Routing Number (ABA)	124301025	
Type of Account	Checking <input checked="" type="checkbox"/>	Savings <input type="checkbox"/>

Authorized Merchant Representative Name		
Authorized Merchant Representative Signature		Date

iPay Administrative use only

MARS Team:	MID: _____
Rcv'd by _____	Date ____/____/____

The information transmitted is confidential and/or privileged material and should be handled by persons or entities authorized to receive it. If you have received this information in error, please notify the sender immediately.



Bill Payment Service - Electronic Payment Profile

PAYEE AND BANK INFORMATION

	Payee Information	Payee Bank Information
Company Name	City of Hailey	
File Setup Contact Name	Mick Deschamps	
Telephone Number	(801)310-5462	
Fax Number	(866)795-8425	
E-mail Address	mgd@xpressbillpay.com	

REMIT TO ADDRESS AND ACCOUNT INFORMATION

	Payee Information
Company Name	City of Hailey
Company Also Known As (list all known names, abbreviations, and aliases)	Hailey City, Hailey City Utilities , <i>City of Hailey, Hailey</i>
Primary Remit to Address(es)	115 Main Street South Hailey, ID 83333
Secondary Remit to Address(es)	
Account Number Length	10
Account Number Format (Edit Patterns)*	1. <u>XXXXXXXXXX</u> 2. _____ 3. _____ If you have additional edit patterns please list them on a separate sheet and return with this form*
Location of Special Codes (Front or Back of Edit Patterns)	
Sample Account Numbers	140134001

CHECK DIGIT ROUTINE / ALGORITHM

Standard Mod 10 : NA
 Standard Rev Mod 10 : NA

If you require a custom algorithm, please provide the calculation with this form or include in your file specifications.

PAYMENT & FILE SUPPORT CONTACT INFORMATION

If Payment File is Encrypted Email Delivery Please list Group email address for file delivery (Must be Group Email box, no private accounts allowed, ie. Yahoo, Hotmail)	1. _____ 2. _____ 3. _____
Payment Research Customer Service Number	888-214-4805 Ext. 100
Payment Research Contact Name/Number	Vicki Peterson 888-214-4805 Ext. 100
Escalation Customer Service Name/Number	Keith L. Jenkins 888-214-4805 Ext. 102
Technical File Support Name, Number/Email	Mick Deschamps 888-214-4805 Ext. 103
Who to notify when file s will be delayed	Mick Deschamps 888-214-4805 Ext. 103

ELECTRONIC PAYMENT INFORMATION

Required Bank Information for ACH-CIE Credits

Routing Transit Number: 124301025

Account Number: 05116439

Type of Account: DDA SAV OTHER (check one)

**Please attach a copy of a voided check or deposit slip for account verification purposes.

PAYMENT POSTING DETAIL

Payment File Pickup Time: 10:30 PM

Manual or Automated File Pickup? Automated

Are payments posted same day or next day from file pickup date? Same Day

What is the latest time you can receive Metavante payment file? _____

Can you receive multiple files per day? YES NO
If Yes, what times? _____

Can payments be posted on Saturday? YES NO

OTHER INFORMATION

Please provide any payee-specific information or detail not captured elsewhere:

Xpress Bill Pay Customer I.D. # 10037

Signature _____ Date _____

Metavante Corporation
Mail Code 1515W2
4900 West Brown Deer Road
Brown Deer, WI 53223-2422
Fax: 414-291-8747
Email: payee.relationship.management@metavante.com

FOR METAVANTE INTERNAL USE ONLY:

Date Form Received	
Received Via:	
Date Payee Contacted/Followed Up:	
Date Payee Setup:	
Payee ID	
Payee Relationship Manager:	
Other:	



**Xpress Bill Pay
Client Assessment Document –Adding
additional Biller to Lockbox Pro**

<City of Hailey>

07/10/2008

650 College Road East

Princeton, NJ 08540

T 609.606.3000 F609.606.3266

www.orcc.com

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CONTACT INFORMATION

SECTION 1. CONTACT INFORMATION

1.1 Client Contact Information	
Company Name:	Xpress Bill Pay
Address:	3160 W. Clubhouse Drive
Address2:	Suite B
City, State, ZIP:	Lehi, UT 84043
Customer Service Telephone:	888-214-4805
New Biller to be Add to Lockbox Proper Name:	

Primary Business Contact	Primary IT Contact
Name: Keith L. Jenkins Title: President Phone: 888-214-4805 ext 102 Fax: 866-795-8425 Email: kljenkins@xpressbillpay.com	Name: Michael Deschamp Title: CTO Phone: 888-214-4805 ext 103 Fax: 866-895-8425 Email: mgd@xpressbillpay.com

Primary Customer Service Contact
Name: Vicki Peterson Title: Technical Support Lead Phone: 888-214-4805 Fax: 866-795-8425 Email: vickip@xpressbillpay.com

1.2 ORCC Contact Information	
Project Manager	Implementation Manager
Name: Phone: Fax: Email:	Name: Neha Shah Phone: 609-606-3355 Fax: 609-606-3266 Email: nshah@orcc.com

LOCKBOX PRO CLIENT ASSESSMENT DOCUMENT

SECTION 2. APPLICATION SERVICES SETTINGS

2.1 Company/ Divisions	New Biller Names AKA's: City of Hailey, Hailey City, Hailey City Utilities, <i>Hailey</i>		
Division Id For Lockbox File	10037		
2.2 Remit Addresses	115 Main Street South		
	Hailey, ID 83333		

2.3 Account Validation	<p>Account Number Structure - This algorithm will be used to validate billing account numbers. (Requires 30 days notice to change.)</p> <p>What is the maximum client billing account length? <i>Have capacity to have a 20 space account #...</i> 12 <i>but now maximum length is 9 spaces</i></p> <p>What is the minimum client billing account length? 3</p> <p>Is there a special account number structure? NO</p> <p>Is there a check digit algorithm? NO</p> <p>Are account numbers numeric or alpha/numeric? <input checked="" type="checkbox"/> Numeric <input type="checkbox"/> Alpha/Numeric</p>
-------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Settlement Information	
ABA:	124301025
DDA:	05116439
Exact Name on Account:	
Account Type:	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> G/L

Application Information (For Princeton eCom Use Only)	
Biller ID:	
Biller Code:	

3.5 Biller CSI Setup - Reconciliation Reporting	Name:	ADD NEW BILLER TO XPRESS BILL PAY CSI USER
	Username:	

Additional Comments:

LOCKBOX PRO CLIENT ASSESSMENT DOCUMENT

By signing below the client agrees that the information attached is correct, if there are any substantial changes to the information provided this may affect the dates agreed upon for implementation.

CLIENT'S SIGNATURE

DATE

IMPLEMENTATION SIGNATURE

DATE

AGENDA ITEM SUMMARY

DATE: 08/07/2008 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** MC

SUBJECT:

Contract for Services with Pitney Bowes for new Postage meter and scale.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City of Hailey has a postage meter machine that beginning 12/31/2008 will no longer be supported by the US Postal Office. We are currently paying \$90.92 per month for the current Postage Meter with no maintenance included in this contract. The new machine will include maintenance in the contract plus will allow for setting up different accounts within the city – thereby streamlining the accounting process for postage usage by departments. Monthly charge for the new contract is \$115.95. This is an opportunity to make City Hall more efficient...

*We received one other quote from another company for a similar machine and their monthly amount was for \$138.50

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The clerk's office recommends authorizing this contract to be signed as it will be a benefit to City Hall by directly reducing the manual tracking of postage use. Also note that we must replace our existing hardware prior to 12/31/2008.

FOLLOW-UP REMARKS:

*

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is \$100,000 or more, use Form 8038-G.*

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <u>MHC</u> CITY OF HAILEY WATER & SEWER		2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address) 115 S MAIN STREET STE H		Room/suite	
4 City, town, or post office, state, and ZIP code HAILEY ID 83333-8408		5 Report number 5	
6 Name and title of officer or legal representative whom the IRS may call for more information		7 Telephone number of officer or legal representative ()	

Part II Description of Obligations Check if reporting: a single issue or on a consolidated basis

8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar year (consolidated) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a:	
a Used to refund prior issue(s)	9a
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box.....	<input type="checkbox"/>
11 If any obligation is in the form of a lease or installment sale, check this box.....	<input checked="" type="checkbox"/>
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box.....	<input type="checkbox"/>

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

▶ Issuer's authorized representative _____ Date _____ ▶ Type or print name and title _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file **Form 8038-G**, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return**, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return**, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T**, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038**, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and

- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4**, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form1 hr., 58 min.
Preparing the form3 hr., 3 min.
Copying, assembling, and sending the form to the IRS16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.

INSTALLMENT LEASE AGREEMENT OPTION A

The State will have the option to acquire Pitney Bowes Mailing Equipment through an Installment Lease Agreement, subject to the applicable terms and conditions set forth herein.

The pricing plan for the Installment Lease Agreement is as follows:

Monthly Billing:

Term	Lease Rate
36	.0317
48	.0247
60	.0205

Quarterly Billing:

Term	Lease Rate
36	.0960
48	.0750
60	.0625

The terms and conditions are as follows:

- 1. GENERAL.** All Installment Lease Option A Agreements (each referred to herein as "Installment Agreement") consist of the following terms and conditions in addition to the applicable terms and conditions of the State Contract. By issuing a Purchase Order under this Installment Lease Option A, the State is requesting that Contractor leases the referenced equipment (the "Equipment") for essential governmental purposes. Such Equipment does not include any referenced IntelliLink™ Control Center or postage meter, which remain the property of Contractor or one of its wholly owned subsidiaries. Any IntelliLink™ Control Center or postage meter is subject to the applicable USPS regulations and meter terms and conditions as may be provided by Contractor.
- 2. TERM.** This Agreement shall commence upon acceptance of the Equipment and shall continue until the earlier of: (i) termination at Contractor's Option upon the occurrence of an event of default, (ii) the occurrence of an event of non-appropriation or termination for Contractor default under the State Contract, (iii) termination in accordance with paragraph 3 below, or (iv) the expiration of the specified term.
- 3. CANCELLATION OR TERMINATION.** The State intends to enter into each Installment Agreement for the entire agreed upon term and Contractor has relied upon such represented intention when determining the applicable pricing plan. If the State cancels or terminates an Installment Agreement prior to its expiration (other than for non-appropriations or Contractor default pursuant to the State Agreement), the State shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. Notwithstanding the foregoing, the State may not terminate an Installment Agreement to obtain the same or similar equipment at more favorable terms.
- 4. REMEDIES.** If the State defaults, Contractor may, at its option and without demand or notice, take one or any combination of the following actions: terminate the relevant Installment Agreement, take possession of the relevant Equipment (including meters), declare the entire amount of all payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by law or in equity.
- 5. REPRESENTATIONS; MISCELLANEOUS.** The State represents and warrants that: (a) it shall timely file an information reporting return (e.g. Form 8038 - GC or, as necessary,

Form 8038 - G) with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder and the State hereby appoints Contractor as its Agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code; and the State is (and shall continue to be) a State or local government entity, and that any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof, within the meaning of Section 103 of the Code and the regulations thereunder. The State acknowledges that the Agreement is entered into based on the assumption that the interest portion of each Period Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. A portion of each Period Payment that the State shall pay includes interest. If any interest is determined not to be excludible from gross income in accordance with Section 103(a) of the Code, the State's Period Payment shall be adjusted in an amount sufficient to maintain Contractor's original after tax yield utilizing Contractor's consolidated marginal tax rate, which adjusted Period Payments the State agrees to pay as provided in this Agreement. The rate at which the interest portion of Period Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at Contractor's option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of the State's obligation or be refunded to the State.

6. **ASSIGNMENT.** The State may not assign, transfer or sublet any interest in this agreement or the equipment without Contractor's prior written consent.
7. **TITLE.** Title to the equipment passes to the State at the time and place of delivery to the State of each unit of equipment. The State will have a grace period of **sixty (60)** days after the equipment is delivered to notify Contractor of any defects in the equipment. If the State does not notify Contractor within the grace period, it will be deemed accepted. The Contractor or its duly authorized assignee shall have a purchase money security interest in the equipment, until payment of all installments are made. Upon payment of the final installment, or any concluding payment option, the Contractor or his duly authorized assignee shall have no further interest in the equipment.
8. **PURCHASE OPTION.** The State shall have the option to purchase the Equipment at any time during the Term "as is, where is" by paying the remainder of all installment payments.
9. **INSURANCE.** The State is responsible for Equipment loss, damage or destruction from any cause, whether or not insured. The State shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, or damage, for the full replacement value thereof, with loss payable to Contractor, and (b) public liability and property damage insurance naming Contractor as an additional insured. No Equipment loss, theft or damage shall relieve the State of its obligation to pay the Period Payments or any other obligation under this Agreement. **Notwithstanding the foregoing, the State shall not be responsible for Equipment loss, damage or destruction if Contractor has delivered non-conforming goods.**

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On July 28, 2008, the Hailey City Council considered the application by Sky King LLC for Final Plat approval of a four (4) unit commercial condominium. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice

Notice for the public hearing was published in the Wood River Journal and mailed to property owners within 300 feet on July 9, 2008.

Application

Sky King LLC, represented by Galena Engineering, has submitted an application for final plat approval of a 4-unit commercial condominium project located at 1999 Electra Lane. The total land area of the project is 17,954 square feet. As the application submitted is for a condominium project, the ground under and around the units would be owned and maintained by the condominium association.

Procedural History

Section 3.4.1 of the Subdivision Ordinance allows for applications for platting condominium units in existing or approved structures to be reviewed through the short plat procedure. In this procedure, the Hearing Examiner or Commission reviews the preliminary plat only. Upon approval, the applicant submits a final plat for Council approval.

Standards

For each of the following pertinent standards of the Subdivision Ordinance (shown in bold print), the Council makes the following Findings of Fact:

Bulk requirements:

4.12.3.4 Bulk Requirements within the SCI-I sub-district. For other supplementary location and bulk regulations, see Article VII.

a. Minimum Lot Size: 10,890 square feet

The lot size is 17,954 square feet.

b. Maximum Building Height - thirty five (35) feet.

The Design Review Findings of Fact indicate the building is 24 feet high.

c. Maximum Floor Area - Buildings or structures containing an Individual Retail/Wholesale Trade or a Grouped Retail/Wholesale Trade shall be limited to an aggregate gross floor area of 25,000 square feet.

The gross floor area is 8,293 square feet.

d. Minimum Front Yard Setback - ten (10) feet.

The front yard setback is 50 feet.

- e. **Minimum Side and Rear Yard Setback - ten (10) feet.**

The rear yard setback is 39 feet and the side yard setback is 10 feet.

- f. **No parking shall be placed within the setback areas.**

Electra Lane is a private street; therefore, the parking area at the west (front) elevation is not within the required 10 foot setback.

- g. **Maximum Lot Coverage – Not more than seventy percent (70%) of the lot shall be covered by buildings.**

The lot is 17,954 square feet and the building footprint is 6,885 square feet. The lot coverage area is 38%.

- h. **All materials, with the exception of trees and plant materials stored on the premises, shall be stored within a building or within a wall or screening fence not less than four (4) feet nor greater than eight (8) feet in height.**

SECTION 3 – PROCEDURE

3.3 Final Plat Approval.

The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.

The Hearing Examiner's approval of the preliminary plat was on May 13, 2008.

- 3.3.2 The administrator shall review the Final Plat application to ensure that the application submitted is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.**

The final plat is consistent with the preliminary plat approved by the Hearing Examiner. Conditions of preliminary plat approval have been met or are carried over.

SECTION 4 – DEVELOPMENT STANDARDS

Development standards were reviewed in detail during the preliminary plat approval process. Please refer to the preliminary plat Findings of Fact and Decision. Only requested changes have been made to the plat since preliminary plat approval.

CONDOMINIUMS (Section 7 of the Subdivision Ordinance)

- 7.1 Plat Procedure. The Developer of a condominium project shall submit with the preliminary plat application as required by this Ordinance a copy of the proposed by-laws and condominium declarations of the proposed condominium development. The documents shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, common area, recreational facilities, and Green Space. The Developer may submit a final plat application**

following inspection and approval by the Building Inspector of the footings and setbacks of the condominium building. Prior to final plat approval, the Developer shall submit to the City a copy of the final by-laws and condominium declarations to be recorded with the County Recorder, including the instruments number(s) under which each document was recorded.

Draft CC&Rs have been submitted and address the payment of utilities. The City has not and will not in the future determine the enforceability or validity of the Declaration of Covenants, Conditions, and Restrictions or other private agreements.

7.2 Garages. All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific condominium units on the condominium plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the condominium project.

Garage space is contained within each unit.

7.3 Storage/Parking Areas. Condominium projects shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance.

Pursuant to Section 9.4.5(b), one space for every 1,000 square feet of warehouse and storage is required. The gross square footage of the building measures 8,293 square feet, requiring nine (9) parking stalls. There are currently nine (9) parking spaces, two of which are handicap spaces. If a different use occupies the building, additional parking may need to be provided, pursuant to Article IX of the Zoning Ordinance.

7.4 Construction Standards. All condominium project construction shall be in accordance with the IBC, IRC and IFC.

Compliance with all applicable construction standards is required by the Building Official prior to issuance of a certificate of occupancy.

7.5 General Applicability. All other provisions of this Ordinance and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by Condominium developments.

Upon meeting proposed conditions of approval, the proposed application does not appear to conflict with other provisions.

7.6 Conversion. The conversion by subdivision of existing units into Condominiums shall not be subject to Section 4.10 of this Ordinance.

CONCLUSIONS OF LAW AND DECISION

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

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated June 12, 2008, is approved by the Hailey City Council, with the following conditions:
 - a) A Building Permit application, along with architectural and structural drawings, shall be submitted and a building permit obtained prior to construction of the two proposed walls dividing the larger unit in half.
 - b) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
 - c) All provisions of the Zoning Ordinance #532, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey's Zoning Ordinance at the time of the new use.
 - d) Any subdivision inspection fees due shall be paid prior to recording the final plat.
 - e) Any applicable development impact fees shall be paid in accordance with Hailey's Development Impact Fee Ordinance.
 - f) The final plat shall be recorded within one year of the date of final plat approval (unless otherwise provided for within a phasing agreement.) The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.

Approved this _____ day of _____, 2008.

Richard L. Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ day of _____, 2008, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

<input type="checkbox"/>	U.S. Mail	Sky King, LLC
<input type="checkbox"/>	Via Facsimile	P.O. Box 6570
<input type="checkbox"/>	Hand Delivered	Ketchum, ID 83340
<input type="checkbox"/>	U.S. Mail	Brian Yeager
<input type="checkbox"/>	Via Facsimile	Galena Engineering
<input type="checkbox"/>	Hand Delivered	P.O. Box 425
		Ketchum, ID 83340

CITY OF HAILEY

By _____
Becky Mead, Administrative Assistant

INSTRUCTIONS TO APPLICANT FOR SUBMITTING

FINAL PLAT FOR SIGNATURE

Please be advised that the final plat must be recorded within one (1) year of the date of final plat approval (unless otherwise provided for within a phasing agreement). Final plats not recorded within one (1) year or according to the phasing agreement, will be considered expired and final plat approval shall become null and void.

The Council may extend the deadline for recording the plat upon holding a public hearing. Requests for deadline extension should be submitted to the Planning Director at least two weeks prior to the second or fourth Monday of the month.

In accordance with the City of Hailey Planning Department's application submittal procedures, to submit final plat for signature please schedule an appointment with a planner to go over the items listed in the enclosed checklist.

During your appointment the planner and applicant will go through the checklist to confirm that each item required is present. If required items are missing the applicant should take all of the materials away and schedule another appointment when all missing items are included.

Please note, a statement listing the conditions imposed on the final plat approval, found in the enclosed Findings of Fact, Conclusions of Law and Decision document, with a description of how each has been met must accompany the final plat submitted for signature.

Enclosure: Final Plat for Signature Checklist

FINAL PLAT FOR SIGNATURE - CHECKLIST

City Use Only -

Subdivision Name: _____

Certified Compete by: _____

Date: ____/____/____

The following items must be submitted with the application for the application to be considered complete (✓):

The final plat submitted for signature shall conform to the requirements found in Idaho Code §§50-1301 et seq., as amended, and to the requirements set forth by Blaine County for digital plat submittals. The plat shall also contain the following information:

- ___ The exterior boundary of the subdivision shall be tied to not less than two (2) recognized County or City survey monuments, and the plat shall identify the monuments and other information as necessary to comply with Blaine County's requirements for digital plat submittals.
- ___ All lots shall be numbered by progressive numbers in each block separately; blocks shall also be numbered consecutively throughout all adjoining plats of the same master name.
- ___ The size of each lot shall be shown in both square feet and acres.
- ___ All plat notes required by the Council shall be shown on the face of the plat.
- ___ Upon the back sheet(s), the required forms shall be lettered for the following: Registered Professional Engineer and/or Land Surveyor's "Certificate of Survey"; owner's dedication certificate with Notary Public's Acknowledgment; the approval of the Mayor and Council of Hailey as attested by the City Clerk; approval by the City Engineer and other certificates required by Idaho Code; and acceptance of the plat by the Blaine County Recorder's and Blaine County Treasurer's offices.
- ___ The final plat shall be accompanied by copies of any private restrictions proposed to be recorded for the purpose of providing regulations governing the use, building lines, Green Spaces or any aspect of their development, use and maintenance.
- ___ Any approved Area Development Plan Agreement for contiguous parcels shall be recorded concurrently with the final plat.
- ___ The Planning and Zoning Administrator ensures that any conditions imposed by the Council are met by the applicant prior to signature of the plat sheets for the purpose of recordation. A statement listing the conditions imposed as part of final plat approval, found in the enclosed Findings of Fact, Conclusions of Law and Decision document, with a description of how each has been met must accompany all final plats submitted for signatures. Please do not drop off plat sheets for signature without this information.
- ___ In lieu of actual construction, the applicant may provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided. If any extension of the one year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided. The applicant should contact the City Engineer regarding the procedure for providing security.

**MINUTES OF THE SPECIAL MEETING
OF THE HAILEY CITY COUNCIL
HELD MONDAY JULY 28, 2008
IN HAILEY CITY HALL MEETING ROOM**

Mayor Davis called the meeting to order at 5:35 pm and asked for a motion from council to go into Executive Session. **Martha Burke made the motion, seconded by Fritz Haemmerle for Imminently Likely Litigation (IC 67-2345.f), motion passed unanimously.**

At 6:05 the council returned from Executive Session.

AIRPORT ISSUES:

Burke encouraged everyone to attend the upcoming meeting at the Blaine County Courthouse - August 5th at 5:30 pm regarding phase I EIS study by Landroman & Brown.

PUBLIC COMMENTS:

Steve Crosser - 431 Aspen Drive in Hailey regarding the fires a couple of weeks ago. Crosser wanted to thank the city on behalf of all of his neighbors especially the police and fire fighters, all local firefighters (including Bellevue, Sun Valley, Wood River Fire, etc.) who helped out on the recent fire. Crosser went on to ask how the investigation was going and noted that there were witnesses. Chief Gunter stated that it was determined the following day that the fire was in the jurisdiction of the county not the City of Hailey. Gunter added that prior to that determination, Hailey Police had interviewed four people of interest and all of the fire investigation information has been handed over to Blaine County Sheriff's office.

Al Lindley – 505 E. Croy in Hailey spoke regarding the consolidated dispatch topic. Lindley is concerned with the City of Hailey not taking part in this dispatch. He has received approximately fifty calls this week from concerned citizens asking that the city do their part and figure out how to fund it later.

CONSENT AGENDA:

CA 250 item was pulled by Ned Williamson.

CA 252 item was pulled by Fritz Haemmerle.

CA 256 item was pulled by Martha Burke because she was not present at the June 30th council meeting.

CA 248 Motion to approve Alcohol Beverage License Renewals

- CA 249 Motion to approve Special Event sponsored by Citizens for Smart Growth – Silent Auction at The Inn at Ellsworth Estate (702 3rd Ave. South on August 5, 2008 from 6-8 pm)
- ~~CA 250 Motion to authorize Mayor Davis to sign lease agreement for new loader (street department)~~
- CA 251 Motion to approve a study by SPF Water Engineering on the city's water rights and future water needs
- ~~CA 252 Motion to approve a study by SPF Water Engineering of the Peregrine Ranch Recharge proposal (continued from July 14th meeting)~~
- CA 253 Motion to approve a study by SPF Water Engineering of the city's water system computer model and water supply concerns (continued from July 14th meeting)
- CA 254 Motion to authorize Mayor to sign contract for Countryside Traffic Signal with Power Plus Engineers, Inc. (Bid amount approved on July 14 council meeting - \$107,390.00)
- CA 255 Motion to approve Findings of Fact and Conclusions of Law – final plat approval for Electra Lane Condos, application by Brian Bothwell and Terry Wall
- ~~CA 256 Motion to approve minutes from June 30, 2008 and July 14, 2008 meetings and suspend reading of them~~
- CA 257 Motion to approve claims for expenses incurred during the month of June, 2008
- CA 258 Motion to approve Treasurer's Revenue and Expense Report for the month of June, 2008

CONSENT AGENDA:

Motion was made to approve all other Consent Agenda items by Don Keirn, seconded by Burke, motion passed unanimously.

CA 250 – Motion to authorize Mayor Davis to sign lease agreement for new loader
Williamson pulled this item for clarification. There is no lease agreement in the packet. This is for spending funds for the new loader. **Brown moved to authorize expenditure of funds for a future lease agreement for a new loader. The motion was seconded by Burke and passed unanimously.**

CA 252 – Motion to approve a study by SPF Water Engineering of the Peregrine Ranch Recharge proposal (continued from July 14th meeting) Fritz Haemmerle wanted to share new information with council on the Indian Creek Recharge. Haemmerle states that it has been characterized by many people that that Recharge application has been denied. It has not been denied. What happened was that application was sent back for being incomplete in various ways. Haemmerle has met with Roxanne Brown (she works for SPF Engineering and is responsible for filing claims) on some other issues and they had a chance to discuss Indian Creek's application. Brown believes that there is statutory authority for the City to file recharge on that type of water. Haemmerle suggests that we expand this proposal to include having SPF review the application for completeness and help us (City of Hailey) file the application. Williamson suggested that we get a separate proposal. **Haemmerle moved to approve Consent Agenda item CA252, seconded by Keirn, motion passed unanimously.**

CA 256 – Motion to approve minutes from June 30, 2008 and July 14, 2008 meetings and suspend reading of them Burke was not present at the June 30th meeting so she wants to remove herself from the approval of this portion of the minutes discussion.

Motion to approve June 30th minutes made by Keirn, seconded by Haemmerle, motion passed with Burke abstaining.

Motion to approve minutes from the July 14th meeting made by Brown seconded by Burke, motion passed unanimously.

MAYOR'S REMARKS:

Mayor Davis asked Hailey citizens to keep our city a beautiful place to live by keeping the city right of ways free. Although there are no ordinances about parking vehicles in the city right of way Mayor Davis asked that if people do park in the right of ways to insure that the vehicles run and that they do not distract the nearby neighbors. Mayor Davis also noted that we do not have a dog ordinance does not require one animals on a leash as long as the dog in under voice command. He hopes that our citizens will abide by this ordinance because the city has received many complaints about dogs running loose in the morning and becoming a threat to not only pedestrians but also bicyclists. Mayor Davis pleaded with the community to help keep our city safe and beautiful by doing their part. The Mayor asked everyone to try not to block city right of ways as well as keep dogs under control.

PROCLAMATIONS & PRESENTATIONS:

Sean McLaughlin from 210 north second (of the Wood River Bicycle Coalition) presented to council results from the recent summit. He learned about "bicycle friendly community status" by the League of the American Bicyclists. August 15th is the application deadline. In response to the application, an audit is conducted and then determination is made by the League of American Bicyclists. If awarded this status then the League will appoint a consultant to help the community obtain higher status level. Gold, silver, bronze, etc. McLaughlin will make a copy of the application for the city clerk (within the next week) prior to submitting it.

PUBLIC HEARINGS:

PH 260 – Brian Yeager of Galena Engineering presented the application for the applicant. The planning director, Beth Robrahn has no issues or conditions of approval with this application. **Motion to approve final plat made by Burke, seconded by Keirn, motion passed unanimously.**

OLD BUSINESS:

OB 261 – 2nd Reading by Title only of proposed Ordinance 1009, amendment to Article 6A. **Mayor Davis conducted 2nd reading of Ordinance 1009.**

OB 262 – 1st Reading by title only for Ordinance 1010

Motion to adopt ordinance 1010 made by Burke and conduct the first reading by title only, seconded by Keirn, motion passed unanimously. Mayor Davis conducted the first reading of Ordinance 1010.

OB 263 – 2nd Reading by title only of proposed Ordinance 1013.

Brown asked to change one word on page 147 item 2.36.040 item C. Change “consult” to “comment”. Haemmerle adds that he feels that consult needs to stay because the language should be stronger than “comment.” Williamson adds that this is a broad stroke and can be amended in the future. **Mayor Davis conducted the 2nd reading by title only, for Ordinance 1013. Williamson noted the change and will make it for next reading.**

OB 264 – 2nd Reading by title only of proposed Ordinance 1014. **Mayor Davis conducted 2nd Reading by title only of Ordinance 1014**

NEW BUSINESS:

NB 265 – Old Cutters proposed amendment to the Cutter’s Annexation Agreement –**Jim Speck contacted city attorney, Ned Williamson and asked to pull this item from the agenda. His client will re-think this, no need to reschedule this item.**

NB 266 – Discussion regarding Blaine County Dispatch service to Hailey. Mayor Davis opened the discussion and handed the floor to city attorney, Ned Williamson. Williamson gave a short historical overview for Dispatch services. In 2002, county voted for a \$2 assessment, (Emergency Communication Acts) to adopt E911 services. The county at that time committed to being the “administrator” of the dispatch services. With being the administrator, comes the funding of those services. Williamson added that the city has had several meetings with Blaine County where he suggested that the county review and readjust the fee to spread the fee across all users equally. The E911 act allows the commissioners to readjust the fee. Another alternative was proposed in the Friday 7/25 meeting between the city and county. The users (suggested by the county) who want a higher level of service pay more for the service. Last suggestion to the county was a proposed county wide electorate to have voters approve of this tax.

Burke asked about the % fee that the county is asking Hailey to pay.

Mayor Davis mentioned that a letter has been received by the county written by Mike McNeese. The administrative support would go away if the city does not contribute.

Haemmerle posed a question to Williamson. The City of Hailey has not ever paid fees for these dispatch services in the past, Williamson agreed. County residents will be getting more service than City of Hailey residents also members of the county.

Chief Jeff Gunter added that the dispatch would decide whether or not a situation was an emergency. Gunter states that situations can escalate from non-emergency situations to emergency situations quickly and he is concerned with this proposed decrease level of service that the city currently receives. Also a concern, Gunter states, is if this decreased service level were realized, he anticipates turnover in his staff. His workforce would not have the necessary (non-emergency) administrative support deemed crucial to their safety and support in order to perform their job. Gunter added that he believes Hailey citizens would be confused with this situation. Gunter noted that the national officer certification he is trying to obtain currently would not be able to happen.

Dawson asked a question regarding volume numbers provided by the county? Gunter stated that it was a combination of all calls. Dawson stated that the county is eradicating services to any city, council agreed.

Mike Chapman clarified that basic level of service is not the same as “existing level of service”. The existing level of service is not the level that the county wishes to obtain. The dispatch currently monitors the yellow channel for Bellevue, Wood River Fire & Rescue and Hailey. Going forward the dispatch would ignore Hailey and not the others on this channel, asks Chapman? The recent fire is a good example, where the fire was deemed in the city for the first 18 hours and then later the county agreed that it was in the county. Chapman points to the fact that he considers this an emergency situation – but how would it be handled in the future state suggested by Blaine County?

Haemmerle asked Chapman to explain CirComm – it is a multi – county agency dispatch center. After a couple of years, Twin Falls (city) determined that they were not getting the level of service they needed and pulled out. CirComm has joint powers with other county entities. The City of Twin Falls created their own dispatch center where CirComm forwards calls to them. Council discussed the CirComm fees, average about \$10 per resident. Chapman indicates that he thought it was call volume divided by number of people. Chapman mentioned that the city of Wendell pays approx. \$6,000 per year.

Gunter added that there were 3882 students in Hailey schools last year, these are both county and city residents. What would happen when issues occurred at the schools?

Brown added more history to the consolidated dispatch situation. In May, she was shocked that the County asked for \$258 thousand from the city. She feels blindsided by this presentation by Bob Greenlaw and Mike McNees. Where was the discussion about this situation? Haemmerle clarified last week’s newspaper article which indicated that the City council had “made a deal” with the county and that they were “backing out of the deal.” Council member Burke concurred with Haemmerle’s concern around the misrepresentation in last week’s article.

Burke recounts a meeting a couple of years ago where Sarah Michaels discussed the County’s plan for dispatch services and Hailey city council asked directly – what will it

cost us? And Burke remembers that nothing was being asked of Hailey. Therefore, Burke did not worry or concern her thoughts around future dispatch issues. And more recently (May 12) the council when presented with the option to pay \$258,000 to fund dispatch services explained the current financial budget constraints to the county administrators and let them know we would not be able to pay.

Haemmerle summarized that if the City of Hailey does not pay, its citizens will receive a lower level of service. There are three options – option 1, pay no money and get decreased level of service. Option 2, we pay and county agrees to provide existing level of service. Problem Haemmerle sees with this is that the other entities cannot pay their proportionate shared expenses (i.e. Bellevue City). Option 3; pay some money as a stop gap, keeping the communication ties open. Haemmerle believes that the county can approve of an override which would provide equal level of payment per resident. Brown added that if we provide some money to bridge the gap to enable the county to have time to present a levy override to county voters then she would be agreeable to it. If we give money, it must be funding the dispatch and not something else. If the county does not agree to that, added Haemmerle, “the blood of cutting off our dispatch is in their hands.”

Keirn added his concern around if we do pay some money to the county, then we as the city have no control over where the money is to be spent.

Burke stated that she wants to act in goodwill.

Mayor Davis asked staff to find out what the CirComm fee is per person. Davis offered to speak with the Mayor of the other cities involved to ask for support. Council expressed grave concern that Hailey citizens would be looking at reduce dispatch services.

Dawson spoke to council, pointed out that the cities are being charged unproportionately by the county. Blaine County and Ketchum recently merged dispatch services and Blaine County pays 3.7% of their property taxes for dispatch and Ketchum pays 7.7% of its property taxes. Sun Valley pays 4.1% of its property taxes to fund dispatch services. Bellevue is being asked for \$63,000. Brown agreed with Mayor Davis that we are being asked to fund Bellevue’s portion that they are not able to pay for. Keirn noted that the Sheriff’s Department provides Bellevue with Police services, why did they not help at all? Williamson summarized that he hears the council discussing the “stop gap funding measure” as an option but he reiterates that he sees dispatch as being a county function. Brown added that any stop gap measure would come with terms. It is good faith on our part to allow them time to get a levy override to the county voters.

Mayor Davis opened the floor to public comments. Tony Evans 1011 E. Spruce Street with the Idaho Mountain Express asked what the county responded to when the city called them asking why the news article mentioned that the city had agreed to a “deal” when in fact the city had not agreed on any “deal” with the county. Why can we not continue the same level of service without cities providing additional funding to the county. Virtually all of the equipment in the new dispatch center was paid for by the

Department of Homeland Security grants added Mike Chapman. This means there was no significant amount of cash outlaid by the county for the new dispatch call center at the new jail. Williamson added that “the county did not definitively reject the existing level of service coupled with a higher level of service. But it not meet with any enthusiasm either.” Haemmerle noted that we have provided several options to the county and the county has never really given any alternative options.

Haemmerle asked Chapman to clarify existing level of service vs. basic service.

Council asked Williamson to write a letter showing their continued effort of good will to Blaine County Commissioners.

Mayor ended discussion with Hailey wants to be a part of the solution, not a part of the problem.

NB 267 – Discuss authorization of expenditure of Capital Funds to provide curb, gutter, sidewalk and paving on 2nd Avenue between Croy Street and Bullion Street. Dawson explained past policy on past usage of Capital Funds. Our previous policy on capital fund has been that when we plan to spend the capital funds on specific projects, we show that in our annual budget as a planned expense and drops out of the Capital Fund into the department budget. And during this particular period, these sidewalk repairs are not in the department budget. So to move these moneys from the Capital Fund to the department budget should require some city council conversations. Also note that this is the beginnings of a “Sidewalk Plan.” In Lieu fees are collected in this part of town to help fund sidewalks.

Hellen explained that the offer from the Hailey Ice center is proposing to install one half of a city block of sidewalks. Hellen added that this proposal would be a bit problematic for snow removal, etc. Dawson asked, when there is a full city block to be developed, how does the council feel this should be developed? Should we provide an entire city block of sidewalks by funding only 50% of the cost? Haemmerle restates the question, do we want our downtown core to look like a city or do we want it to still feel like a residential area?

Brown supports the sidewalk, curb and gutter in the downtown core, because she believes that the citizens want sidewalks in the core.

The council after some discussion agreed that they need a sidewalk master plan. A plan that addresses more than just this isolated sidewalk issue.

Robrahn added that we should “complete the circle” by amending the ordinance to reflect what the priorities are for the sidewalk plan. The amendment should allow for changes outside of the downtown core. Dawson and Robrahn will begin meeting in the next week to discuss the long term plan. Council agreed that the public involvement will be key to this plan. Dawson reiterates council’s wishes to be more proactive – not waiting on

development to fund sidewalk plan goals. By combining these with In Lieu opportunities to complete our sidewalk master plan is the council's wish.

Hellen stated that right now the estimate is approximately \$42 thousand to do curb, gutter, sidewalk and paving on 2nd Ave.

Dawson totaled the amount we want to pull from the capital fund - approximately \$55 thousand dollars. So this should be the motion from the council, to transfer funds from CIP budget to the street department.

Brown moved to transfer \$55 thousand dollars from the CIP to street department, seconded by Keirn, motion passed unanimously.

WORKSHOP:

Mayor Davis asked if the council has ever visited the Life Church property. Brown has looked at it but not felt comfortable walking on the property without the owners' authorization. Council agreed that they would walk the property if a meeting was scheduled. Robrahn stated that the applicant would like council to visit the property. Williamson asked to provide public notice for council to do this site visit. Robrahn will continue it from the Aug 11th meeting to a later certain date. Then council asked Robrahn to ask the applicant what they would like to do.

Mayor Davis announced that there will be a Special Olympics meeting on Wednesday at 10 am in Hailey Council Meeting room regarding being a host town for the Special Olympics.

Thursday at the Farmers Market the Food Network will be there to film it.

Mayor Davis asked if the prosecuting attorney contract has been renewed. Dawson answered, no not yet. All contracts are reviewed, renewed at the same time in the next meeting or two and will be noticed to the public.

Mayor Davis asked Williamson to review the Homecoming request to close highway 75.

Brown wanted to disclose that Rich McIntyre phoned her last week about water. She stated that she is not well versed in water rights so she just listened to what he had to say. He assured Brown that the agencies would send letters to the city clarifying their positions.

Keirn asked the county administrator today regarding a decision on the SIEDO contribution. He assured Keirn that they will make a decision by tomorrow (July 29, 2008). Keirn will email everyone when he has the information on the decision.

Burke reminded everyone about Airport meeting on Tuesday August 5th at 5:30 Blaine County Courthouse. She believes the Airport and Landroman and Brown will be doing another workshop – 2 times, an afternoon and evening. Brown will miss the meeting and asked to get updates from Burke.

Dawson spoke regarding Sustain Blaine. They learn prior to the start of a meeting with the county recently that they signed a contract with Sustain Blaine and all the parties. Hailey City has money in the budget for Sustain Blaine. Two upcoming meetings are on July 31st here in Hailey City Hall Meeting Room and Aug 1st at noon in Ketchum City Hall. Mayor Davis is scheduled to be interviewed by that consultant on Thursday at 3 pm.

With no further staff updates, the Mayor adjourned the meeting at 8:18 pm.

Rick Davis, Mayor

Mary Cone, City Clerk

