

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday May 22, 2023 * Hailey City Hall Meeting Room**

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

ACTION ITEM.....

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

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

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

From your computer, tablet or smartphone: <https://meet.goto.com/CityofHaileyCityCouncil>

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/543667133>

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

CONSENT AGENDA:

- [CA 143](#) Motion to approve Resolution 2023-069, ratifying the mayor’s signature on a professional service recruiting agreement with Best Day HR **ACTION ITEM** 1
- [CA 144](#) Motion to approve Resolution 2023-070, declaring Street surplus property and authorized disposal of equipment **ACTION ITEM** 9
- [CA 145](#) Motion to adopt Resolution 2023-071, authorizing the Mayor to sign a Landscape Maintenance Agreement with Clearwater Landscaping, for the Flower Project on Main St. **ACTION ITEM** 12
- [CA 146](#) Motion to ratify the Hailey Police Department COPS Grant Application. **ACTION ITEM**..... 16
- [CA 147](#) Motion to approve Resolution 2023-072, authorizing an agreement with ARCH Community Housing trust to manage 410 N river street Unit #8 on behalf of the City of Hailey. **ACTION ITEM**..... 87
- [CA 148](#) Motion to approve the Findings of Fact for the Final Plat Application by Kilgore Properties, LLC, located at Block 2, Sweetwater P.U.D. Subdivision, wherein Phase I of Block 2 is subdivided into subdivided into 12 sublots, a parcel for recreational amenities, and a parcel for Phase II along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. **ACTION ITEM**..... 103
- [CA 149](#) Motion to approve minutes of May 8, 2023 and to suspend reading of them **ACTION ITEM**..... 117
- [CA 150](#) Motion to approve claims for expenses incurred during the month of April 2023, and claims for expenses due by contract in May, 2023 **ACTION ITEM** 124

MAYOR’S REMARKS:

MR 000

APPOINTMENTS & AWARDS

- [AA 151](#) Consideration of Resolution 2023-073, a resolution to reappoint Penny Thayer to another Hailey Parks and Lands Board 3-year term **ACTION ITEM** 152

PUBLIC HEARING:

- [PH 152](#) Consideration of the proposed FY23/24 Capital Improvement Budget, including annual report and recommendations from Development Impact Fee Advisory Committee **ACTION ITEM**155
- [PH 153](#) Consideration of an Ordinance No. ____, amending the Hailey Municipal Code, Title 15: Buildings and Construction, Section 15.16.130: Development Impact Fee Schedule, to provide for annual adjustments **ACTION ITEM**163

PH 154	Consideration of a Preliminary Plat Application by ARCH Community Housing, where Lots 1 and 2, Block 21, Woodside Subdivision #21 (2711 and 2721 Shenandoah Drive) are reconfigured, creating Lot 1, comprising of 11,105 square feet, Lot 2, comprising of 11,080 square feet and Lot 3, comprising of 29,763 square feet within the Limited Business (LB) Zoning District. ACTION ITEM.....172	172
PH 155	Consideration of Resolution 2023-074, a Fifth Amendment to the Planned Unit Development (PUD) Agreement of Copper Ranch, LLC, which reduces the setbacks for Buildings 23, 24, 25, and 26; reduces the total number of housing units from 135 to 128 residential units; reduces the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and requires the Applicant to complete and expand the transit facility amenity in the area. The proposed project is located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District. ACTION ITEM.....205	205
PH 156	Consideration of Ordinance No.____, a Text Amendment Application submitted by F & G Idaho, LLC, to amend Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay (DRO), Section 17.04R.060: Down Residential Overlay Bulk Requirements, to add Item B., which would allow for a maximum building height of thirty-five (35) feet within the General Residential (GR) and Downtown Residential Overlay (DRO) Zoning Districts, and would read as follows: B. Maximum Building Height Requirement: The maximum building height requirements for those parcels located within the Downtown Residential Overlay (DRO) and the General Residential (GR) Zoning Districts shall have a maximum building height of thirty-five (35) feet from record grade. (No Documents) Continue on record to June 12, 2023. ACTION ITEM .....	.....
PH 157	Consideration of Ordinance No.____, a City-Initiated Text Amendment to amend Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D., to allow for City Staff and the City Engineer to approve and grant an extension of the preliminary plat. This amendment would revise item D. to read as follows: <ul style="list-style-type: none"> • Records Maintained; Time Limit of Approval: one copy of the approved preliminary plat will be kept on file for public examination at the office of the city engineer and one copy at the office of the administrator in the Community Development Department. The approval of the preliminary plat shall be valid for a period of two (2) calendar years unless an extension of time is applied for and granted administratively by the council the Administrator and City Engineer, or unless otherwise allowed for within a phasing agreement. (No Documents) Continue on record to June 12, 2023. ACTION ITEM .....	.....

NEW BUSINESS:

NB 158	Discussion of municipal purchase of a Tiny Home on Wheels from Snake River Tiny Homes and possible location of the Tiny Home west the Hailey Fire Station, 617 S Third Avenue ACTION ITEM 228	228
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OLD BUSINESS:

OB 159	3 rd Reading of Ordinance No. 1319 LOT .5% to housing (if passed by voters) and Summary of Ordinance No. 1319 ACTION ITEM	248
OB 160	2 nd Reading of Ordinance No. 1325 Title 17 Definitions and District Use Matrix Text Amendment ACTION ITEM	256
OB 161	2 nd Reading of Ordinance No. 1316 Amending Hailey’s Area City Impact Boundary Map ACTION ITEM	298
OB 000	Matters & Motions from Executive Session, if any. ACTION ITEM (no documents).....	.....

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

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1326 Next Resolution Number- 2023-075

AGENDA ITEM SUMMARY

DATE: 05/22/23

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: LH

SUBJECT:

Motion to approve Resolution 2023-069, ratifying the Mayors signature on an agreement with Best Day Human Resources for recruitment assistance regarding the Parks Division manager position.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City has struggled to fill the Parks Division Manager position as well as field positions within the Parks Division. This position has now been vacant for 1.5 years. Staff has reached out to a recruitment firm in Boise to expand our recruitment efforts. See attached scope of work. Due to the impending summer season, filling this position is of utmost priority. Therefore, staff is requesting ratification of the Mayors signature on a notice to proceed, which was granted on May 9, 2023. Funds are available in the Administrative and/or Parks budget to cover the costs of the recruitment effort.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-069, ratifying the Mayors signature on an agreement with Best Day Human Resources for recruitment assistance regarding the Parks Division manager position.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

**CITY OF HAILEY
RESOLUTION NO. 2023- 069**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO ENTER
INTO AN AGREEMENT WITH BEST DAY HUMAN RESOURCES FOR
RECRUITMENT EFFORTS**

WHEREAS, the City of Hailey has key positions that remain unfilled despite best attempts at recruitment; and

WHEREAS, the City of Hailey desires to contract with Best Day HR to recruit for het Parks Division manager Position and other human resource tasks as may be assigned from time to time.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey ratifies the Mayors signature on the Professional Services Agreement with Best Day HR

Passed this ____ day of May, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



PROFESSIONAL SERVICES AGREEMENT FOR RECRUITING SERVICES

This Professional Services Agreement ("Agreement"), made this May 9, 2023 ("Effective Date"), is by and between The City of Hailey and its affiliates ("Organization") and BestDayHR ("Consultant").

Now therefore, it is agreed as follows:

- 1) **Scope of Work.** Consultant will provide recruitment assistance to the Organization in search of a Parks Division Manager (Position).
Such work will consist of:
 - a) Assessment of the Organization's job description, compensation package, team dynamics details, organizational culture components, and any unique circumstances of working and residence location.
 - b) Creation of job announcements and postings and package information for the Organization's website.
 - c) Recruitment efforts via trade sites, job boards and professional networks.
 - d) Screening of candidates via resume review and initial interviews.
 - e) Recommendation of candidates.
- 2) The Consultant will provide services and general projects as requested by the Organization and agreed upon by Consultant.
- 3) **Effective Date and Duration.** The term of this Agreement shall commence upon this agreement Effective Date without a specified Conclusion Date. Consultant shall commence performance only upon receipt of a signed and fully executed contract from the Organization.
- 4) **Limitation on Scope of Services.** Consultant is not legal counsel and will not render legal advice to the Organization regarding hiring, discipline, or termination decisions. Consultant will provide recommendations regarding certain matters, but, ultimately, the Organization renders the final decision and is solely responsible for its decisions regarding its employees. It is expressly agreed that the Organization will look to its regular legal counsel for such services as well as for advice with respect to issues that may arise related to its employees or workplace situations that may trigger legal liability. It is expressly agreed that Consultant is not a joint employer with the Organization related to its employees, independent contractors, agents, or any other entity or individual in which the Organization has a relationship.
- 5) **Confidentiality.** The Parties recognize that Consultant may be privy to confidential information regarding the Organization's employees, processes, applicants, or other information. Consultant and its employees/partners shall keep such information confidential and will not make any disclosure to any third parties without the advance express written permission from the Organization.
- 6) **Mutual Cooperation.** Consultant will perform the services called for under this Agreement and the Organization will cooperate with Consultant to the extent necessary to complete the services described in this Agreement and timely make any payments required by this Agreement.
- 7) **Independent Contractor.** In all matters pertaining to this Agreement, Consultant shall be acting as an independent contractor, and neither Consultant nor any officer, employee, or agent of

Consultant will be deemed an employee of the Organization. The parties agree Consultant is not subject to the supervision and control of the Organization, nor is Consultant carrying out the regular business of the Organization. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents.

- 8) Non-Competition. The Organization agrees not to perform any work, offer any services, or solicit business from any BestDayHR customer without the express written authorization from an authorized agent of BestDayHR.
- 9) A BestDayHR Customer. A customer is defined as any individual, organization, group that BestDayHR has provided either paid or unpaid services, products or software to.
- 10) Ownership and Publication of Materials. All material and other information generated under this Agreement shall be the sole property of the Consultant and will display Consultant's legally protected name and logo on all materials. The Organization may not use, in any form, said materials and other information without express written approval of the Consultant.
- 11) Compensation. The Organization agrees to pay Consultant for services rendered under this agreement as follows:
 - a) The Organization will be responsible for fees associated with postings on various job boards and trade sites, regardless if a position is ever secured. Consultant will support all expenditures with receipts in a form acceptable to the Organization. If additional funds are needed, this will be discussed and approved through the Organization before any additional costs are incurred.
 - b) Consultant will invoice the Organization for costs related to creating marketing and recruitment materials as that work is completed, regardless if a position is ever secured.
 - c) In the event travel is required to fulfill Consultant's responsibilities under this Agreement, Consultant will invoice the Organization for reasonable travel costs (airfare, hotel, ground transportation, parking, meals) and will provide receipts to support all expenditures in a form acceptable to the Organization for these reimbursable expenses. The Organization also agrees that Consultant will charge the Organization an hourly rate of \$175 per hour for travel. Before any travel related expenses are incurred Consultant will receive approval from the Organization to incur such expenditures.
 - d) The Organization will be responsible for costs associated with background checks.
 - e) The Organization agrees to lock down, in writing, the hiring pay range that Consultant is to utilize for the candidate search and communication.
 - f) Once a candidate is selected and has accepted the written offer, the Organization will pay Consultant 16% of the first year's salary for the position. If, for any reason, a qualified candidate cannot be hired, or the Organization gives Consultant written notice of their intent to end the Agreement, a minimum fee of \$ 5,500 will be paid to Consultant. (See Attachment A for pricing grid.)
 - g) Outside Scope of Work. The Organization agrees to pay Consultant for services and general projects as requested by the Organization and as agreed by Consultant at rate of \$175 per hour.
- 12) Method of Payment. Consultant will invoice the Organization monthly for services rendered during that month – payable within 30 days.
- 13) Indemnification. The Organization agrees to defend, indemnify, and hold Consultant harmless from any and all losses and claims that may result to Consultant because of the activity of the Organization or the Organization's agents and/or employees.

- 14) Dispute Resolution. If the Organization becomes dissatisfied with Consultant's charges or services, it will immediately bring its concern to Consultant's attention so that the parties can attempt to resolve it in good faith.
- 15) Authority. The undersigned parties warrant and represent that (a) they have the right and power to enter into this Agreement and to perform all of its obligations hereunder, and (b) this Agreement, when executed and delivered by the party, will be a legal, valid and binding obligation enforceable in accordance with its terms.
- 16) Compliance with Laws. In performing the scope of services required hereunder, both parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
- 17) Non-discrimination. Consultant and Organization agree that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, color, national origin, religion, age, mental or physical disability, or any other protected class.
- 18) Changes. The Organization may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon in writing by the parties shall be incorporated in written amendments to this Agreement.
- 19) Termination. Both the Organization and Consultant have the right to terminate this Agreement for any reason by giving at least fifteen (15) days' notice in writing to the other party. Provided, however, any withdrawal must be legally permissible. Notwithstanding termination of Consultant's services, the Organization remains obligated to pay for all services provided and to reimburse all of the reasonable expenses paid or incurred by Consultant prior to the date of such termination or which are incurred thereafter as provided for herein.
- 20) Files and Documentation. During this engagement, Consultant will provide all relevant documentation to the Organization in Consultant's proprietary software and provide the Organization with log-in access. Upon completion of this engagement, Consultant shall provide to the Organization, at the Organization's request, all documents gathered related to this engagement. Once received by the Organization, Consultant is not responsible for the maintenance of any such documentation or files and will not maintain those files.
- 21) Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- 22) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.
- 23) Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

In witness thereof, the Organization and Consultant have executed this Agreement as of the date first above written.

The Organization



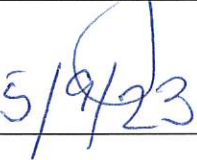
Signature

MARTHA BURKE

Printed Name




Title



Date

The Consultant



Signature

David Jeppson

Printed Name

Partner

Title

9-May-2023

Date

Attachment A



PROFESSIONAL RECRUITING SERVICES

LEVEL	Non-Profit	Entry Level	Senior Staff	Manager	Director	VP/Exec.
Salary Range		<\$50,000	\$50,000 - \$75,000	\$76,000 - \$100,000	\$101,000 - \$150,000	>\$150,000
Minimum Recruiting Fee	10%	14%	16%	18%	20%	25%
\$3,500	X					
\$4,500		X				
\$5,500			X			
\$6,500				X		
\$7,500					X	
\$10,000						X

**The above pricing is per position. If a client needs multiple positions, a discount of 3% per job will be applied. Minimum fees will remain the same. \$175/hour will be charged for hiring temporary/seasonal positions in bulk, or in the event none of the above models work for a client.*

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/23 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Motion to approve Resolution 2023-070, declaring Surplus Equipment, authorizing its sale, recycle or disposal.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Old and out of service street equipment has been inventoried for disposal.

The next step is for Mayor and Council to authorize the property as surplus and allow staff to dispose of as outlined in the resolution.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____	Caselle
Estimated Hours Spent to Date: _____	YTD Line Item Balance \$ <u>6</u> _____
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	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input checked="" type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Streets	<input type="checkbox"/> Public Works, WW	<input type="checkbox"/> Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-070, declaring Surplus Equipment, authorizing its sale, recycle or disposal.

FOLLOW-UP REMARKS:*

RESOLUTION NO 2023-070

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

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

WHEREAS The City Clerk of the City of Hailey, Idaho is authorized to dispose of the following items,

Department	Equipment	Brand	Model	Serial
Streets	Excavator, 2018	John Deere	JD 50G	1FF050GxAHH287439
Streets	Lawnmower, 2008	Kabota	B2150HSD	58327
Streets	Loader, 2000	Volvo	L35B-ZD	L35BD1872230
Streets	Chevy Pick-Up	Chevy	Crew Cab 3500	1GBHR33N3JJ139265
Streets	Snowblower Attachment	Bobcat	SB200	712702385
Streets	Rottotiller	AG-MEIER IND. LLC	Mohawk Rotary Tiller	A34127
Water	Backhoe	John Deere	410D Backhoe	T0410DG792942

WHEREAS The City Clerk of the City of Hailey, Idaho is requesting that the following assets be designated as surplus as the equipment below are no longer required to conduct City business, NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following assets are deemed surplus property by the City of Hailey:

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

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

Passed this 22nd day of May, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/22/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2023-071, authorizing the Mayor to sign a Landscape Maintenance Agreement with Clearwater Landscaping for the Flower Project on Main St. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City would like to enter into a landscape maintenance agreement with Clearwater Landscaping. Clearwater Landscaping will provide monthly landscape maintenance services as well as bed clean up in the fall. Attached is the proposed agreement. The total for the services is \$18,200.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2023-071, authorizing the Mayor to sign a Landscape Maintenance Agreement with Clearwater Landscaping for the Flower Project on Main St. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2023- 071

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CLEARWATER
LANDSCAPING, IN THE AMOUNT OF \$18,200.00 FOR MONTHLY LANDSCAPE
MAINTENANCE SERVICES,**

WHEREAS, the City of Hailey desires to have Clearwater Landscaping provide landscape maintenance services,

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

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

Passed this 22nd day of May, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



Award Winning Design, Installation, and Service

P.O. Box 7690, Ketchum, ID 83340
 Ph: 208-788-5486 Fx: 208-788-7967

City of Hailey
 115 S. Main St.
 Hailey, ID 83333

Flower Project

Ph: 208-788-9830
 Email:

2023 Landscape Maintenance Agreement

Spring Beds - All beds areas will be cleaned of all debris as weather permits.	\$3,500.00
Turf: Mowing, Trimming, & Blowing - Mowing will begin approximately mid-May. All lawns will be mowed 21 times at 2-3 1/2". Any additional mowing will be done on a Time & Materials basis, or as requested.	N/A
Fertilizer & Weed Control - All turf areas will be fertilized 3 times annually. Weed control will be done as necessary or upon request.	N/A
Fall Bed Clean up - Will be performed once in the fall weather permitting. Additional Clean up will be done on a Time & Material basis or upon request.	\$6,900.00
Trees & Shrubs Care - Trees and shrubs will be lightly pruned in the spring. Shrub pruning will be done depending on location and variety. Trees will be pruned of dead and broken material only. Heavy pruning will be done on a Time & Material basis. Winter Burlap wrapping TBD on Time and materials.	N/A
Bed Maintenance - All beds will be cleaned of debris in the spring. One application of fertilizer will be applied annually. Beds will be weeded weekly, bi-weekly, or monthly as needed depending on yearly planting and clients requests. Additional fertilizer and weeding may be done on a Time & Materials basis. All insect maintenance will be done on a Time & Material basis. (Baskets/Barrels)	\$7,800.00 Monthly
Irrigation - Systems will be activated in the spring, and winterized in the fall. Water schedules will be set according to weather and site conditions. All irrigation repairs will be done on a Time & Material basis. (Activate and Winterize ONLY) (Monitoring/Repairs TBD Bi-Weekly T&M)	N/A
Central Control Monitoring/Weather Based Irrigation - Takes into account five weather factors that influence plant water requirements and adjusts irrigation daily. Flow control immediately isolates and eliminates unscheduled water usage, including mainline & lateral breaks or unscheduled watering.	N/A
Natural Area Maintenance - Natural areas will be cleaned once in the spring. Fertilizer will be applied once annually and weed control will be done as necessary. All natural areas will be mowed once in the fall. Additional mowing will be done on a Time & Materials basis.	N/A
Aquatic Maintenance - All pond/water feature maintenance will be done on a Time & Materials basis.	N/A
TOTAL FOR LANDSCAPE MAINTENANCE SERVICES LISTED ABOVE:	\$18,200.00
<i>Prepayment Option (5% discount if paid in full by April 15, 2023)</i>	\$17,290.00

Recommended - Please check any additional services you would like provided. For items not estimated a quote will be provided upon your request. All checked items will be invoiced separately.

◇ Systemic Aphid Injection (1 App)	Pending /App	◇ Thatching	T&M
◇ Aphids and Mites (3 Apps)	T&M /App	◇ Compost/Mulch	T&M
◇ Biomineral Tea (1 App)	T&M /App	◇ Mechanical Edging	T&M
◇ Black Leaf Spot (2 Apps)	T&M /App	◇ New Flower Installation	T&M
◇ Borer Application (2 Apps)	T&M /App	◇ Custom Flower Pots	Call For Details
◇ Deep Root Fertilize Trees/Shrubs (2 Apps)	T&M /App	◇ Deer Repellant Application	T&M
◇ Dormant Oil (1 App)	T&M /App	◇ Aerating	T&M
◇ Pine Needle (1 App)	T&M /App	◇ Gutter Cleaning	T&M
◇ White Pine Weevil (1 App)	T&M /App	◇ Backflow Test	\$85.00/Each
◇ Vole Control (1 App)	T&M /App	◇ Professional Water Audit	Call For Details

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023

DEPARTMENT: POLICE

DEPT. HEAD SIGNATURE: SE

SUBJECT: Ratify the Hailey Police Department COPS Grant Application. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Police Department has applied for grant funding to strengthen Hailey’s community policing capacity. This grant application was submitted to the Department of Justice for the COPS Hiring Program (CHP). If awarded, this funding would provide \$125,000 over a three year period to help offset the cost of hiring a new full-time police officer.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Comm. Dev. | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input checked="" type="checkbox"/> Police | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | | |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify the Hailey Police Department COPS Grant Application. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
Strengthening Hailey's Community Policing Capacity	10/1/23	10/1/28
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
125000.0	176339.0	0.0
Total Estimated Funding		
301339.0		

Areas Affected by Project (Cities, Counties, States, etc.)

City of Hailey, ID

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

—

Type of Applicant 3: Select Applicant Type:

—

Other (specify):

Application Submitter Contact Information

**Application POC Prefix
Name**

**Application POC First
Name**

Emily

**Application POC Middle
Name**

**Application POC Last
Name**

Williams

**Application POC Suffix
Name**

**Organizational
Affiliation**

City of Hailey

Title

Grant Coordinator

Email ID

emily.williams@haileycityhall.
org

Phone Number

208-788-9830 x 4231

Fax Number

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? 

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)



Name

manifest.txt

Date Added

4/11/23



Name

Form SF424_4_0-V4.0.pdf

Date Added

4/11/23



Name

Form SFLLL_2_0-V2.0.pdf

Date Added

4/11/23



Name

GrantApplication.xml

Date Added

4/11/23

Authorized Representative

Law Enforcement Executive Information

Title

Police Chief

Prefix Name

—

First Name Middle Name

Steve

—

Last Name

Government Executive Information

Title

City Administrator

Prefix Name

Mrs.

First Name Middle Name

Lisa

—

Last Name

England

Suffix Name

Horowitz

Suffix Name

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

CITY OF HAILEY

UEI

VQGYGULKZM44

Doing Business As

Legal Address

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Emily Williams

Certification Date / Time

05/11/2023 10:01 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

Data Requested with Application

✓ CHP Solicitation FY2023

AGENCY ELIGIBILITY INFORMATION

1. Type of Agency (select one)

Law Enforcement

2. From the list below, please select the type of agency which best describes the applicant.

Municipal Police

(Please specify)

3. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Suburban

Instructions: We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a law enforcement agency that is operational by the close of this solicitation, or receive services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served. In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application. A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current

operating budget.

4. Is your agency established and currently operational?

Yes

4a. Which of the following best describes your law enforcement agency (check one)?

4b. Will your law enforcement agency be operational as of the closing date of this solicitation?

4c. Has your jurisdiction passed legislation which authorizes the creation of a new law enforcement agency?

5. If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's office)?

No

Instructions: A jurisdiction may apply for funds under this program to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services). However, the jurisdiction wishing to receive law enforcement services must be the legal applicant in this application. Important Note: Two entities involved in a contracting relationship may not separately apply for funding to support the same officer position(s).

5a. Is the legal applicant listed in this COPS Hiring Program (CHP) application and on the SF-424 the entity that will be receiving law enforcement services?

5b. What is the legal name of the law enforcement agency that will be providing law enforcement services to your jurisdiction?

Instructions: An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

steve.England@haileycityhall.org

GOVERNMENT EXECUTIVE/FINANCIAL OFFICIAL This position will ultimately be responsible for the financial management of the award. Instructions for Government Agencies: For law enforcement agencies, this is the highest-ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. Instructions for Non-Government Agencies: For non-law enforcement agencies, this is the financial official who has the authority to apply for this award on behalf of the applicant agency (e.g., Chief Financial Officer, Treasurer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

9a. Title:

City Administrator

9b. First Name:

Lisa

9c. Last Name:

Horowitz

9d. Phone:

208-788-4221

9e. Email Address:

lisa.horowitz@haileycityhall.org

Instructions for Application Submitter Contact: Enter the application contact's name and contact information. 10a. Title:

Grant Coordinator

10b. First Name:

Emily

10c. Last Name:

Williams

10d. Phone:

208-788-9830

10e. Email Address:

emily.williams@haileycityhall.org

COPS HIRING PROGRAM OFFICER REQUEST

Instructions:

Please enter the actual number of sworn officers employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

11a. Full-Time:

13

11b. Part-Time:

Instructions: Enter the Budgeted Sworn Force Strength for the date of application (the current fiscal year) below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers. Do not include non-sworn personnel such as dispatch, court personnel, correctional officers, police technicians. For agencies with previous COPS-funded active awards, do not include in your budgeted force strength any COPS-funded officers whose salaries are currently being covered by the 36-months of COPS funding. Number of budgeted sworn officers as of the date of this application, using instructions above.

12a. Full-Time:

13

12b. Part-Time:

Instructions: Number of budgeted civilian positions as of the date of this application, using instructions above.

13a. Full-Time:

13b. Part-Time:

Instructions: The following section will ask about the “population served” by your jurisdiction. The crime data you will enter in this application will be based on crimes occurring among the “actual population served”. Population served counts must not be adjusted upward to account for daytime business/shopping visitors, highway traffic passing through a jurisdiction, nor should it include annual visitor totals. Parks and transit agencies should report average daily visitors/riders rather than annual totals. This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own law enforcement agency within your geographic boundaries. An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

14. What is the actual population your department serves as the primary law enforcement entity?

9463

15. Enter the total population of the government entity applying for this award using the latest census estimate available at <https://data.census.gov>. If the population of the entity applying for this award is not represented by census figures (e.g. colleges, specials agencies, school police departments), please indicate the size of the population as of the latest available estimate.

9463

15a. Please explain why the “population served” differs from the population of the government entity (from census figures or other estimates). [Please limit your response to a maximum of 125 words.]

Instructions: Agencies should apply for the number of officer positions necessary to support their proposed community policing strategy. CHP awards cover up to 75 percent of the entry-level salary and fringe benefits for each approved position up to a maximum of \$125,000 total for each position over three years. Note: this is NOT \$125,000 per year, it is \$125,000 spread over three years for each position. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency. Please keep in mind that there is a 12-month retention requirement for each officer position funded. See solicitation document for full details. The number of officers you request cannot exceed 20% of your agency’s current actual sworn force, with a maximum of 50 officers for any agency. Agencies with fewer than 10 officers may request one officer. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic

an agency may be reduced based on the availability of funding and other programmatic considerations.

16. How many entry-level, full-time officer positions is your agency requesting in this application?

1

17. In question 11a, you entered your agency's actual full-time sworn force levels. Please confirm that you are not asking for more than the 20% cap. For example, if you have 1-9 officers on staff, request 1 COPS Office-funded officer. If you have 10-14 officers, you may request a maximum of 2 officers. If you have 50 officers, you may request a maximum of 10.

I confirm, not asking for more than the 20% cap.

IMPORTANT: Please ensure this number matches the number of sworn positions you requested in the detailed budget section of JustGrants.

18. Referencing the web-based budget in this solicitation, please indicate if there was an increase in sworn officer base salary in years 2 and 3. If so, indicate why (check all that apply).

COLA

Yes

Step Raises

Change in Benefit Costs

Not Applicable

Instructions: IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Be mindful of your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded. It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only

be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to: (a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): Your agency must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. (b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: Your agency must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in the solicitation documents. (c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: Your agency must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.] Documentation that may be used to prove that the scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officer(s) regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for a minimum of three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance. If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

19a. Category A Request:

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

19b. Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

19c. Category C Request:

Instructions: We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

20a. Number of Officers:

20b. Date these officers are scheduled to be laid off:

20c. Number of Officers:

20d. Date these officers are scheduled to be laid off:

20e. Number of Officers:

20f. Date these officers are scheduled to be laid off:

20g. Number of Officers:

20h. Date these officers are scheduled to be laid off:

20. Date these officers are scheduled to be laid off.

Since your agency plans to use CHP funds to rehire officers who are currently scheduled to be laid off on a future date (under Category C above), please certify (by checking the appropriate boxes) to the following Certification:

21a. My agency has and will maintain documentation showing the date(s) of the scheduled lay-off(s) and demonstrating that the scheduled lay-off(s) is/are occurring for fiscal reasons that are unrelated to the availability or receipt of CHP award funds.

21b. My agency will use its own funds to continue funding these officers until the scheduled date(s) of the lay-off(s) and will use CHP funds to rehire these officers only on or after the scheduled date of the lay-off(s).

21c. My agency recognizes that the CHP program provides funding based on our entry-level salary and benefits package and that any additional costs for rehired officers beyond entry-level are our responsibility to pay with other sources of funding.

Instructions: Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding. If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

22. Does your agency commit to hire and/or rehire at least one military veteran as defined above for the officer position(s) you have requested?

No

22a. If Yes, how many position(s)?

23. Is your agency requesting that all or some of the officer positions requested be deployed as school resource officers (SROs)?

No

SRO Instructions: If your agency requests officers to be deployed as school resource officers (SRO), please do not request more officer positions than your agency can expect to deploy in this capacity. According to the COPS Office statute, a school resource officer is “a career law enforcement officer, with sworn authority, deployed in community-oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations— (A) to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (B) to develop or expand crime prevention efforts for students; (C) to educate likely school-age victims in crime prevention and safety; (D) to develop or expand community justice initiatives for students; (E) to train students in conflict resolution, restorative justice, and crime awareness; (F) to assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (G) to assist in developing school policy that addresses crime and to recommend procedural changes.” 34 U.S.C. 10389(4). There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency’s jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award. The COPS Office recommends that an SRO have a minimum of three years of experience as a police officer. Because COPS Office funds must be used for entry level positions, you may deploy experienced police officers to serve as SROs and implement the community policing strategy after hiring the additional entry-level officers with COPS Office award funds. The COPS Office award funds must be used for the newly hired/rehired/scheduled to be laid off position and not that of the veteran/experienced officer. Recipients using CHP funding to hire or deploy SROs into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment in the section of the application titled “MOUs and other Supporting Documents”. The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers’ roles on safety, information sharing, supervision responsibility; chain of command for the SRO; and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter. Implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

23a. If Yes, how many of your requested positions in this application will be deployed as school resource officers (SROs)?

23b. If Yes, has your agency reviewed principles presented in the SRO Guiding Principles document?

24. For tribal applicants in Alaska only: Check the box below if you are requesting funds for an entry-level career law enforcement Village Police Officer or entry-level career law enforcement Tribal Police Officer.

false

Instructions: The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training, as well as eligibility for priority consideration, if applicable. On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

25. Use of force (hours):

0

26. De-escalation of conflict (hours):

0

27. Evidence-based cultural sensitivity training (hours):

0

28. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

0

29. Gender bias in response to domestic violence and sexual assault (hours):

0

30. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

0

31. Community engagement (e.g., community policing and problem solving) (hours):

0

32. Does your agency administer a police training academy?

No

Instructions: How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

33. Use of force (hours):

0

34. De-escalation of conflict (hours):

0

35. Evidence-based cultural sensitivity training (hours):

0

36. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

0

37. Gender bias in response to domestic violence and sexual assault (hours):

0

38. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

0

39. Community engagement (e.g., community policing and problem solving) (hours):

0

LAW ENFORCEMENT AND COMMUNITY POLICING STRATEGY SECTION 1

Instructions for Community Policing Strategy: COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or an equal number of experienced officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your narrative responses in the text boxes below will constitute your agency's community policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving, and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization, as this is considered beneficial to your community policing efforts. At any time during your award period, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the

award that are detailed in this application and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in this application. Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through the required performance reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval. Applicants that choose problem areas that receive additional priority consideration will not be able to change from these problem/focus areas if awarded CHP funding. The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition. Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime. The COPS Office has developed the following list of primary sub-elements of community policing. Please refer to the COPS Office Community Policing Defined publication for further information regarding these sub-elements. Community Partnerships: Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police. Other Government Agencies Community Members/Groups Non-Profits/Service Providers Private Businesses Media Organizational Transformation: The alignment of organizational management, structure, personnel, and information systems to support community partnerships and proactive problem-solving efforts. Agency Management Climate and culture Leadership Labor relations Decision-making Strategic planning Policies Organizational evaluations Transparency Organizational Structure Geographic assignment of officers Despecialization Resources and finances Personnel Recruitment, hiring and selection Personnel supervision/evaluations Training Information Systems (Technology) Communication/access to data Quality and accuracy of data Problem Solving: The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated. Scanning: Identifying and prioritizing problems Analysis: Analyzing problems Response: Responding to problems Assessment: Assessing problem-solving initiatives Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

Instructions for Current Organizational Commitment to Community Policing: For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem-solving activities. (Check all that apply.)

40. The agency mission statement, vision, or goals includes references to:

Community Partnerships

Yes

Problem Solving

—

41. The agency strategic plan includes specific goals or objectives relating to:

Community Partnerships

Yes

Problem Solving

Yes

42. The agency recruitment, selection and hiring processes include elements relating to:

Community Partnerships

—

Problem Solving

Yes

43. Performance evaluations of line officers assess performance in:

Community Partnerships

Yes

Problem Solving

Yes

44. Line officers receive regular (at least once every two years) training in:

Community Partnerships

Yes

Problem Solving

Yes

45. Which of the following internal management practices does your agency currently employ? (check all that apply)

Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

Yes

Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder.

Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct.

None of the above.

46. Which of the following do you count/measure to annually assess your agency's overall performance? (check all that apply)

Response times

Yes

Problem solving outcomes

Department employee satisfaction

Reduction of crime in identified hot spots

Social disorder/nuisance problems (e.g., graffiti, panhandling, loitering)

Yes

Satisfaction with police services

Fear of crime

Victimization (i.e, non-reported crime)

Community meetings held/attended

Yes

Use of force incidents

Yes

Meeting the priorities as identified in your agency strategic plan

My agency does not conduct annual assessments of overall performance

47. Through which of the following does your agency routinely share information with community members? (check all that apply)

Neighborhood, beat, and/or school meetings

Yes

Local media outlets

Yes

Agency newsletter

Neighborhood newsletters

Agency website

—

Social networking (Blogs, Twitter feeds, Facebook pages, etc.)

Yes

Citizen alert system (telephone, email, text, etc.)

—

Citizen alert system that is geographically targeted, based on updated hot spots

—

Public access television/radio

—

Community organization board membership

—

Public forums with chief/sheriff/command staff

Yes

Posters, billboards, flyers

—

None of the above

—

48. Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? (check all that apply)

Citizen police academies

—

Volunteer activities

—

Auxiliary police programs

—

Civilian review boards (i.e. disciplinary review boards)

Civilian review boards (i.e. disciplinary review boards)

Citizen advisory groups (i.e. informal advisory function)

Involvement in hiring decisions (interview panels, selection boards, etc.)

Involvement in contributing to annual line officer performance reviews

Representation on promotional boards

Participation in accountability and performance reporting and tracking meetings

Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)

None of the above

Yes

Instructions for Proposed Community Policing Strategy: Problem Solving and Partnerships COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In this section, you will be asked to identify the crime and disorder problem or a focus area and the partners to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches. Using the following list, select a problem/focus area that will be addressed by the officer(s) requested in this application. Please choose the option that best fits your problem area. You may only select one problem/focus area to address through this award funding. When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly describe it in precise, specific terms (e.g. "robbery of retail establishments", rather than just "robbery"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the

suitable targets/victims, and how these come together in time and space. Additional consideration will be given to applicants who propose a community-based approach to one of the four following problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area and will not be allowed to change their choice once the award has been issued. Building Legitimacy and Trust – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community’s response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity. Violent Crime/Gun Violence – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach. Applicants may wish to review the COPS Office web page on Community Violence Interventions for ideas on strategies. Combating Hate and Domestic Extremism – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law. Police-based Response to Persons in Crisis – Applicant will focus on deploying officers in crisis intervention teams, participating in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.

49. Problem/Focus Area

LE_CPStPSPLegitTrust

49a. Describe the problem/focus area you have selected above (i.e. location, severity, type of crime [if applicable], impact of issue on community). [Please limit your response to a maximum of 125 words.]

The City of Hailey has experienced a recent influx of immigrants, which has put a strain on homeless or displaced persons within that populous throughout the community, which in turn has generated everything from misdemeanor driving offenses to felonious sex crimes. It is widely believed this is due to the immigrants not understanding our laws or regulations, and through the successful receipt of this grant our police department can implement greater measures to assist these respective immigrants and serve them in a way that will be positive for not only them, but the community as a whole.

49b. Please include the number of aggravated assaults with a firearm that occurred in your jurisdiction during the last calendar year (2022).

Please include the number of reported shootings that occurred in your jurisdiction during the last two years (2021 and 2022).

49c. Number of Reported Shootings (2022):

49d. Number of Reported Shootings (2021):

49e. Please also describe how you will address this issue using a holistic, community-based approach that builds trust in underserved communities suffering from high incidents of gun crime. Applicants may review the COPS Office web page on Community Violence Interventions for ideas on strategies. [Please limit your response to a maximum of 250 words.]

50. Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (check all that apply):

Police department data (e.g. police reports, calls for service, crime data, citizen complaints)

Yes

Agency personnel (e.g. officer feedback, command staff priorities)

Yes

Other local non-law enforcement government agency data

Yes

Community based organizations (e.g. faith based, non-profits, social service providers)

Yes

Local businesses

Individual community members/community meetings

Community survey

Local government officials

None of the above

51. If awarded funds, my agency will improve our understanding of this problem/focus area by examining (check all that apply):

Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)

Yes

The location and/or time aspects of the problem/focus area (e.g. mapping)

The conditions and environmental factors related to the problem/focus area

The strengths and limitations of current responses to the problem/focus area

Yes

Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)

Existing research and best practices related to the problem/focus area

Yes

Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)

Yes

Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)

Yes

Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)

Yes

yes

Strengths and weaknesses of previous responses to the problem/focus area

None of the above

52. If awarded funds, my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (check all that apply):

Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)

Yes

Data/information regarding whether the response was implemented as planned

Yes

Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)

—

Non-police data/information related to the problem/focus area(e.g. insurance crash data, other government agency data, census data, survey data)

—

Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)

Yes

Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)

Yes

Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)

Yes

None of the above

—

53. To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (select up to 3):

Reducing the number of incidents

Yes

Increasing public trust in your agency

Yes

Reducing the seriousness of the incidents or the amount of harm

Reducing the number of victims and repeat victims

Reducing the number of offenders and repeat offenders

Getting other agencies and stake holders to assume responsibility for the problem/focus area

Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)

Improving citizen perceptions of the problem/focus area

Yes

None of the above

54. An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

Yes

54a. If yes, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

5

Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in the section titled Memoranda of Understanding (MOU) and Other Supportive Documents. You will be limited to listing no more than three partners per public safety problem/focus area. ⁴⁵

per public safety problem/focus area.

55. Partner Name1:

National Alliance on Mental Illness (NAMI) - Wood River Valley

55a. For this partner, please indicate the statement that best characterizes this partner:

Community based organization (e.g., faith based, community redevelopment groups, social service providers, resident associations)

56. Partner Name2:

The Advocates (Women's Shelter)

56a. For this partner, please indicate the statement that best characterizes this partner:

Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)

57. Partner Name3:

St. Luke's Center for Community Health

57a. For this partner, please indicate the statement that best characterizes this partner:

Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)

LAW ENFORCEMENT AND COMMUNITY POLICING STRATEGY SECTION 2

Instructions for Proposed Community Policing Strategy: Organizational Transformation
COPS Office awards must be used to initiate or enhance community policing activities. In this section, you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches. If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

58. Flexibility in officer shift assignments to facilitate addressing specific problems.

true

58a. Please explain.

Command staff would have greater flexibility for scheduling, training, and community involvement to meet the community's needs and goals with an additional patrol officer.

59. Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

false

59a. Please explain.

60. Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement.

true

60a. Please explain.

Hailey Police has identified the need for a more diverse and ideally Spanish-speaking patrol staff. With the additional patrol officer position funded through this grant, we would have an opportunity to address this deficiency which would greatly help address community engagement and problem-solving practices in our community.

61. In-service training for officers on basic and advanced community policing principles.

false

61a. Please explain.

62. Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills.

false

62a. Please explain.

63. Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations.

false

63a. Please explain.

64. Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations.

false

64a. Please explain.

65. Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct.

false

65a. Please explain.

66. Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement.

false

66a. Please explain.

67. Implement specific programs to improve the safety and wellness of personnel throughout your organization.

false

67a. Please explain.

68. None of the above.

false

69. If awarded funds, in addition to the internal changes proposed above, will your agency initiate or enhance screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements?

Yes

69a. If Yes, please explain.

Hailey Police currently has policies and procedures within its hiring process and standards that address racial profiling and/or biases. If awarded an additional position through this grant, it would give our command staff and hiring committee greater oversight when it comes to checks and balances regarding negligent hires.

If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

70. Agency strategic plan that outlines the goals and objectives around community

policing and other departmental priorities.

false

70a. Please explain.

71. Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance.

false

71a. Please explain.

72. Technology systems that provide officers, analysts, and the community better and more timely access to data and information.

false

72a. Please explain.

73. Mediation strategies to resolve citizen complaints.

false

73a. Please explain.

74. Collection, analysis, and use of crime data and information in support of problem-solving goals.

false

74a. Please explain.

75. Formal accreditation process.

true

75a. Please explain.

Hailey Police was initially Accredited in 2013 through the Idaho Chiefs of Police Association which is the "gold star" standard for law enforcement agencies within the State of Idaho. We were reaccredited in 2016, and through the obstacles COVID presented several agencies lapsed in their accreditation, and we were reaccredited once again in November of 2022. An additional patrol officer will allow greater oversight and

control to allow us to stay reaccredited on time in the future.

76. System to capture and track problem solving and partnership efforts and activities.

false

76a. Please explain.

77. An organizational assessment of community policing.

true

77a. Please explain.

The Hailey Police continuously works with our community's non-profits, faith-based organizations, public and chartered schools, and homeless/displaced persons. This grant will help our department continue to build on these relationships and identify additional organizations that would mutually benefit from a partnership.

78. None of the above.

false

79. Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? (check all that apply)

Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement)

Yes

Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)

Yes

Businesses operating in the community

Tribal law enforcement agencies (outside your jurisdiction)

Other Federal, state, or local law enforcement agencies

Yes

Multi-jurisdictional or regional task forces/partnerships

Yes

Local educational institutions (schools/colleges/universities)

—

Local government officials

—

Individual stakeholders residing, working or with an interest in the community and/or problem

Yes

None of the above

—

80. To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

There are a moderate number of related initiatives

81. To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

High level of support

82. If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

Potentially decreased impact

COMMUNITY POLICING - PROBLEM AREA NARRATIVE

83. Describe how your agency will use award funds to address the problem/focus area you selected in Section 4, Question 49. Describe your approach, including a long-term strategy and detailed implementation plan that reflects consultation with community groups and appropriate private and public agencies. Explain how the grant will be utilized to reorient your law enforcement agency's mission toward community-oriented policing or enhance its involvement in or commitment to community-oriented policing. [Please limit your response to a maximum of 500 words.]

The Hailey Police Department believes in building legitimacy, trust, and transparency for residents and visitors within our respective jurisdictional boundaries and surrounding communities. We have the beginnings of a strong foundation set on how we do this, however an additional patrol position will allow us to expand upon this area like never before. We currently have command staff personnel and patrol officers alike, who sit on boards and/or interact on a regular basis with several local non-profits and faith-based

organizations. We also have a large presence in our city's schools and have various departmental liaisons, which currently include a Hispanic Liaison, Mental Health Liaison, and an LGBTQ+ Liaison. We also frequently interact with any homeless and/or displaced persons on a positive, community-oriented policing basis. Our department recently helped to relocate immigrants at risk of homelessness within our community. With an additional patrol officer on the streets and within our community, we can implement a cohesive effort to reach an even greater number of our diverse and ever-evolving population. We make a unified effort to bridge any apprehensions our residents and visitors might have when it comes to genuinely and legitimately trusting those that are sworn to protect and serve them and uphold the law with full transparency in mind. We foresee an additional patrol officer giving us the short and long term answer we are looking for when it comes to flexibility and resources department-wide, and this position will allow us to continue to work with those that reside and visit our city in building that ultimate overall goal of legitimacy, trust, and transparency for years to come.

DATA COLLECTION AND REPORTING

84. Does your agency collect data on the number of officer suicides in your agency?

Yes

84a. In the past 12 months, how many officer suicides have you recorded in your agency?

0

85. Does your agency have a suicide prevention training program?

No

86. Does your agency track officers that have been exposed to 'critical incidents' such as murder, suicide, and domestic violence?

No

87. Does your community experience high rates of youth suicide (For the purposes of this question, high is defined as 10 suicides per 100,000 residents aged 10-19)?

No

88. Does your law enforcement agency have a written policy that requires new officers/deputies to reside within the jurisdiction they serve?

No

89. Does your law enforcement agency have a written policy that encourages new or existing officers to relocate to areas characterized by fragmented relationships between police and residents of the community, or where there are high incidents of crime?

No

89a. Check all that apply:

Reimbursed for moving expenses

Sign-on bonus

Consideration for choice of shift or district

Other – Please specify

Other

90. Using UCR crime definitions, does your agency regularly (i.e., daily, weekly, monthly, or quarterly) post crime data on a publicly accessible website?

No

90a. If yes, please provide the website address:

<https://www.co.blaine.id.us/320/Recent-Arrests>

Instructions: To support Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, the following questions will help the U.S. Department of Justice determine eligibility for priority consideration, if applicable, and identify potential gaps in training and technical assistance.

91. Does your agency collect and report data on law enforcement use of force to the FBI's National Use-of-Force Data Collection (including deaths in custody incident to an official use of force)?

No

92. Does your agency collect and report data on officer suicides to the FBI's Law Enforcement Suicide Data Collection?

No

93. Does your agency collect and report data on officers killed and assaulted to the FBI's

Law Enforcement Officers Killed and Assaulted Data Collection?

No

94. Does your agency prohibit the use of chokeholds and carotid restraints except in those situations where the use of deadly force is authorized by law?

Yes

95. Does your agency limit the use of unannounced entries, often referred to as “no knock entries,” except where knocking and announcing an officer’s presence would create an imminent threat of physical violence to the officer and/or another person?

Yes

96. Does your agency possess and use any of the following military equipment obtained via property transfer contracts or grants with the Federal government acquired through property transfers or purchases with federal funds or from federal agencies or contractors? Applicable military equipment includes: (i) firearms of .50 or greater caliber; (ii) ammunition of .50 or greater caliber; (iii) firearm silencers, as defined in 18 U.S.C. 921(a)(24); (iv) bayonets; (v) grenade launchers; (vi) grenades (including stun and flash-bang); (vii) explosives (except for explosives and percussion actuated non-electric disruptors used for accredited bomb squads and explosive detection canine training); (viii) any vehicles that do not have a commercial application, including all tracked and armored vehicles (except for vehicles used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief); (ix) weaponized drones and weapons systems covered by DOD Directive 3000.09 of November 21, 2012, as amended (Autonomy in Weapon Systems); (x) aircraft that are combat-configured or combat-coded, have no established commercial flight application, or have no application for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or antiterrorism preparedness, protection, prevention, response, recovery, or relief; and (xi) long-range acoustic devices that do not have a commercial application.

No

DUPLICATION OF FUNDING

97. Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?

No

97a. If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded

federal funding; award number; program name; award start and end dates; award

amount; and description of how this project differs from the application for COPS Office funding.

98. Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?

No

98a. If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

FISCAL HEALTH AND UCR/NIBRS DATA

NEED FOR FEDERAL ASSISTANCE

99. All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 500 words.]

The Hailey Police Department is continually committed to serving our city and those who reside or visit it with the highest qualified, most professional, and positively impactful law enforcement officers with the resources we are given. With that in mind and with our community continuously growing with a very diverse population, we recognize that do not have the budgetary means to provide another full-time patrol officer right now or in the foreseeable future. However, with some assistance from federal monies secured with this grant, we can offset the difference in our current budgetary constraints and continue to build the police department our community is so deserving of.

Please refer to the U.S. Census Bureau's, Historical County Level Poverty Estimates Tool. This Excel-based tool accesses county-level poverty rates from the 1960-2000 Decennial Census as well as estimates from 2010 based on 5-year data from the ACS. Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

100. Does your law enforcement agency service a county that has had 20 percent or

100. Does your law enforcement agency service a county that has had 20 percent or more of its population living in poverty over the past 30 years?

No

Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

100a. Poverty Rate (1990):

100b. Poverty Rate (2000):

100c. Poverty Rate (2010):

FISCAL HEALTH Instructions: Enter your law enforcement agency's total operating budget for the current AND the previous fiscal year. Note this is the operating budget that your locality sets aside specifically for law enforcement and does not include other city/county/state services. The operating budget generally includes salaries as well as operations. Please note: All figures must be rounded to the nearest whole dollar.

101. CURRENT FISCAL YEAR:

1935406

102. PREVIOUS FISCAL YEAR:

1738427

Instructions: The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau (<https://data.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please note: All figures must be rounded to the nearest whole percent.

103. Percentage of individuals in poverty %:

12

103a. Not Applicable

false

Instructions: The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

104. Percentage (%) unemployed for October 2022:

3

104a. Not Applicable.

false

105. Since January 1, 2023, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

No

Instructions: If your agency has faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year, please check the box below. Examples of unanticipated catastrophic events includes mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR/NBIRS crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

106. If your agency experienced a major disaster or catastrophic event in the time period from January 1, 2022 to present, check this box.

false

Please describe the major disaster or catastrophic event and include the following bulleted information. Description of event (including number of casualties) Type of event (major disaster, mass shooting, bombing, etc.) Impact of the event on delivery of law enforcement services Duration of the event (how long will law enforcement services be impacted by the event until recovery) Law enforcement response and recovery efforts

106a. Please specify: (Please limit your response to a maximum of 125 words)

CRIME DATA Instructions: Using UCR/NIBRS crime definitions, enter the actual number of incidents reported to your agency in the previous two calendar years (2022 and 2021) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Do not enter N/A if no incidents were reported -- enter 0 (zero). Do not enter N/A if data is not available – enter an estimate based on historical data.

107. Criminal Homicide (2022):

0

108. Criminal Homicide (2021):

0

109. Forcible Rape (2022):

0

110. Forcible Rape (2021):

0

111. Robbery (2022):

0

112. Robbery (2021):

0

113. Burglary (2022):

30

114. Burglary (2021):

28

115. Aggravated Assault (2022):

0

116. Aggravated Assault (2021):

0

117. Motor Vehicle Theft (2022):

8

118. Motor Vehicle Theft (2021):

7

119. Larceny (except motor vehicle theft) (2022):

4

120. Larceny (except motor vehicle theft) (2021):

4

121. If awarded funds, will your agency commit to regularly collecting, analyzing, and reporting incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting/NIBRS reporting?

Yes

Instructions: Agency Profile Questions (these questions are for informational purposes only and will not be scored).

122. Does your agency have a wellness policy or program for officers?

No

122a. If yes, which groups does it cover: (check all that apply)

Sworn Officers/Deputies

Civilian Staff

Retired Officers/Deputies

Retired Staff

Correctional Officers/Staff

Family Members/Significant Others

Other

123. Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?

Yes

124. Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?

No

125. Does your agency have a dedicated or specific investigator to investigate reported hate crimes, or a unit dedicated to investigating bias-motivated incidents/hate crimes?

No

CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Instructions for the Continuation of Project after Federal Funding Ends: Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>. Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive CHP funding.

126. Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?

yes

126a. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

General funds

Yes

Raise bond/tax issue

Private sources/donations

Nonfederal asset forfeiture funds (subject to approval from the state or local oversight agency)

Fundraising efforts

State, local, or other nonfederal award funding

Other

126b. If other, please provide a brief description of the source(s) of funding. (Please limit your response to a maximum of 125 words)

127. If your agency received CHP funding prior to October 1, 2018, please certify that your agency has or is retaining any CHP-funded officers for the required 12 month retention period.

Not Applicable

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions: An official "partner" under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other

district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

Partner 1 128a. Title:

128b. First Name:

128c. Last Name:

128d. Name of Partner Agency (e.g., Smithville Community Center):

128e. Type of Partner Agency (e.g., School District):

128f. Street1:

128g. Street2:

128h. City:

128i. State:

128j. Zip/Postal Code:

128k. Phone:

128l. Email Address:

Partner 2 129a. Title:

129b. First Name:

129c. Last Name:

129d. Name of Partner Agency (e.g., Smithville Community Center):

129e. Type of Partner Agency (e.g., School District):

129f. Street1:

129g. Street2:

129h. City:

129i. State:

129j. Zip/Postal Code:

129k. Phone:

129l. Email Address:

Partner 3 130a. Title:

130b. First Name:

130c. Last Name:

130d. Name of Partner Agency (e.g., Smithville Community Center):

130e. Type of Partner Agency (e.g., School District):

130f. Street1:

130g. Street2:

130h. City:

130i. State:

130j. Zip/Postal Code:

130k. Phone:

130l. Email Address:

28 CFR PART 23 (CRIMINAL INTELLIGENCE)

REVIEWS AND CERTIFICATIONS Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems: If your agency is requesting COPS Office funds for equipment or technology that will be used to operate an interjurisdictional criminal intelligence system that receives, stores, analyzes, exchanges, or disseminates data regarding ongoing criminal activities, you must agree to comply with the operating principles at 28 C.F.R. Part 23. If you are requesting COPS Office funds to operate a single agency database (or other unrelated forms of technology) and will not share criminal intelligence data with other jurisdictions, 28 C.F.R. Part 23 does not apply.

131. Please check one of the following, as applicable to your agency's intended use of COPS Office funds:

No, my agency will not use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system.

CERTIFICATION OF REVIEW AND REPRESENTATION

132. By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive /Program Official, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Resource Guide, the COPS Office award owner's manual, the DOJ Grants Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source; and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

true

133. By checking the box, the applicant indicates he or she provide a certification that: 1. the programs to be funded by the grant meet all the requirements of the COPS Office statute (34 U.S.C. § 10381, et seq.); 2. all the information contained in the application is correct; and 3. the applicant will comply with all provisions of the COPS Office statute (34 U.S.C. § 10381, et seq.) and all other applicable Federal laws.

true

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

134. By checking the box, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.

true

Proposal Narrative

Budget and Associated Documentation

Budget Summary

Budget Category	Total Cost	
Sworn Officer Positions	\$301,339.00	
Civilian or Non-Sworn Personnel	\$0.00	
Travel	\$0.00	
Equipment	\$0.00	
Supplies	\$0.00	
SubAwards	\$0.00	
Procurement Contracts	\$0.00	
Other Costs	\$0.00	
Indirect Costs	\$0.00	
Total Project Costs	\$301,339.00	
Federal Funds:	\$125,000.00	41.48%
Match Amount:	\$176,339.00	58.52%
Program Income:	\$0.00	0.00%

Local Match Details

Local Match Progression Table

As part of the local match requirement for the COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

Please project in the chart below how your agency plans to assume a progressively larger share of the grant cost during each year of the program. The chart is only a projection of your plans. While your agency may deviate from these specific projects during the grant period, it must still ensure that the federal share decreases and the local share increases.

	Year 1	Year 2	Year 3	Total	Total from Budget
Local Match	\$47,572	\$58,778	\$69,989	\$176,339	\$176,339
Federal Share	\$43,000	\$41,500	\$40,500	\$125,000	\$125,000
Total	\$90,571.50	\$100,278.50	\$110,489.00	\$301,339	\$301,339

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data provided in the application, and a comparison of your fiscal health data with that of the overall applicant pool.

Enter the maximum Local Match you would be able to contribute, if any. \$45,000.00

Should we continue to consider the application if the waiver request is not granted? Yes

Budget / Financial Attachments

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE _____ MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?

Base Salary and Fringe Benefits for Sworn Officer

Sworn Officer

Position

Position Title

Sworn Officer

Position Description

Municipal Patrol Officer (due to city-wide developmental growth)

Number of Positions

1

Salary per Officer

Salary

Year 1

\$67,808.
00

Year 2

\$69,846.
40

Year 3

\$71,947.
20

Fringe Benefits per Officer

Year 1

Year 2

Year 3

Social Security

6.2%

\$4,204.10

\$4,330.48

\$4,460.73

6.20
%

Medicare

1.45%

\$983.22

\$1,012.77

\$1,043.23

1.45
%

Health Insurance

Fixed Rate

\$6,789.8

\$13,969.

\$21,584.

		0	28	16
		10.00%	20.00%	30.00%
Life Insurance				
Exempt		\$0.00	\$0.00	\$0.00
Vacation				
Included in Salary?	Hours	\$0.00	\$0.00	\$0.00
No	—			
Sick Leave				
Included in Salary?	Hours	\$0.00	\$0.00	\$0.00
No	—			
Retirement				
Fixed Rate		\$8,326.8	\$8,577.1	\$8,835.1
		2	4	2
		12.28%	12.28%	12.28%
Workers Compensation				
Fixed Rate		\$2,298.6	\$2,367.7	\$2,439.0
		9	9	1
		3.39%	3.39%	3.39%
Unemployment Insurance				
Fixed Rate		\$169.52	\$174.62	\$179.87
		0.25%	0.25%	0.25%
Other Benefit				
		\$0.00	\$0.00	\$0.00
None				

Other Benefit

\$0.00

\$0.00

\$0.00

None

Other Benefit

\$0.00

\$0.00

\$0.00

None

Summary Totals

**Year
1**

**Year
2**

**Year
3**

Benefits per Officer

\$22,76

\$30,43

\$38,54

Salary per Officer

\$67,8

\$69,8

\$71,9

Total per Officer

08.00

46.40

47.20

\$90,57

\$100,2

\$110,4

**Total per Officer All
Years**

\$301,339

**Total Salary and
Benefits**

\$301,339

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Travel

Instructions

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C, and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C, and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label " (subaward)" with each subaward category.

Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit <https://cops.usdoj.gov/grants> for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or

daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component's threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Other Direct Costs

Instructions

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must

be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

No documents have been uploaded for Memoranda of Understanding (MOUs) and Other Supportive Documents

Additional Application Components

Letters of Support


	Name	Category	Created by	Application Number	Date Added	
	Hailey Police Department 2023 COPS Grant Letters of Support.pdf	Letters of Support	Emily Williams	—	05/10/2023	

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities

	Name	Category	Created by	Application Number
	Form SFLLL_2_0-V2.0.pdf	LobbyingActivitiesDisclosure	—	—

DOJ Certified Standard Assurances

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made

by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C.

§ 10382(c)(11), it will, to the extent practicable and consistent with applicable law-- including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C.

§ 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

emily.williams@haileycityhall.org

Signing Date / Time

5/8/23 3:11 PM

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice (“Department”) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant’s request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, “Disclosure of Lobbying Activities” in accordance with its (and any DOJ awarding agency’s) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS (“SAFE POLICING CERTIFICATION”)

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

- (a) the agency’s use of force policies adhere to all applicable federal, State, and local laws; and
- (b) the agency’s use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see

<https://cops.usdoj.gov/SafePolicingEO> .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department’s awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ✨

Certified

SignerID

emily.williams@haileycityhall.org

Signing Date / Time

5/8/23 3:11 PM

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support

of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

emily.williams@haileycityhall.org

Signing Date / Time

5/8/23 3:11 PM

Other

No documents have been uploaded for Other

Certified

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/23

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: LH

SUBJECT:

Motion to approve Resolution 2023-072, authorizing an agreement with ARCH Community Housing Trust to manage 410 N River Street Unit #8 on behalf of the City of Hailey.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey purchased 410 N River Street Unit #8 as a community housing rental unit in April of 2023. Staff has reached out to ARCH who has offered to manage the unit on behalf of the City. See the following attached documents:

- 1) Resolution 2023-072, Agreement with ARCH Community Housing Trust and Hailey Administrative Guidelines for 410 N River Street Unit #8 rental.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-072, authorizing an agreement with ARCH Community Housing trust to manage 410 N River Street Unit #8 on behalf of the City of Hailey.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

**CITY OF HAILEY
RESOLUTION NO. 2023-072**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO ENTER
INTO AN AGREEMENT WITH ARCH COMMUNITY HOUSING TRUST TO
MANAGE 410 NORTH RIVER STREET UNIT #8 ON BEHALF OF HAILEY AS A
COMMUNITY HOUSING RENTAL UNIT**

WHEREAS, the City of Hailey purchased 410 North River Street Unit #8 as a community housing rental unit in April of 2023; and

WHEREAS, the City of Hailey desires to contract with ARCH Community Housing Trust to manage 410 North River Street Unit #8 as a community housing rental unit.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement with ARCH Community Housing Trust.

Passed this ____ day of May, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**CITY OF HAILEY IDAHO - CONTRACT FOR SERVICES
ARCH COMMUNITY HOUSING TRUST**

THIS AGREEMENT is in effect from May 22, 2023, to May 22, 2024, by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “The City” and ARCH Community Housing Trust, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as “ARCH”.

RECITALS:

1. The City of Hailey purchased 410 North River Street Unit #8 as a community housing rental unit in April of 2023.
2. This City wishes to contract with ARCH for the management of the unit.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

AGREEMENT

- A. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be from May 22, 2023, until May 22, 2024.
- B. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties.
- C. LEASE AGREEMENT: The parties agree that the standard lease agreement prepared by ARCH, and attached to this Agreement, shall be used for the rental of the unit.
- D. PAYMENTS: The City agrees to compensate ARCH \$50 per month as a management fee for managing the unit.
- E. RENT: All rent shall be collected by ARCH. Net rent (rent less management fee) shall be remitted to Hailey on a quarterly basis commencing three (3) months after the execution of a lease with a tenant.
- F. TENANT SELECTION PROCESS. The tenant selection process shall be conducted first by Hailey with regards to Hailey employees and as per Administrative guidelines promulgated by the City and as may be amended from time to time. If Hailey is not successful in procuring a tenant, ARCH shall advertise the unit to qualified households as per ARCH standard procedure.
- G. Retention of Records. ARCH agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement.
- H. Default and Remedies. If either the ARCH or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.
- I. Miscellaneous Provisions.

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

City of Hailey	ARCH Community Housing Trust
115 Main Street So.	P.O. Box 1292
Hailey, Idaho 83333	Ketchum, Idaho 83340

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF HAILEY

ARCH COMMUNITY HOUSING TRUST

Martha Burke, Mayor

MICHELLE OR board Chair?

ATTEST:

Mary Cone, City Clerk

AFFORDABLE RENTAL HOUSING LEASE AGREEMENT

THIS AGREEMENT (the "Lease") entered into this day «leasestartdateleaseorselectedrenewaloffe», by and between «leasesigners», ("Resident"), and **The Housing Company** ("Management"), agent for «sitename» ("Owner"), for the rental of **Unit #«buildingunitnumber»** ("Unit") in «sitename» ("Development"), located at, «unitaddressline1», City of «unitaddresscity», State of Idaho. The Resident Handbook, Drug Addendum, Lease Addendum and Certification Regarding Household Maintenance Responsibilities, Lease Addendum: 30-Day Notice of Intention to Move, Move-in Inspection Report and No Smoking Lease Addendum provided to Resident are hereby incorporated and made part of this Lease. A violation of any provisions contained in said documents shall constitute a violation of the Lease. This Lease supersedes and terminates any prior lease agreement entered into by and between the parties for the above-described Unit.

1. Summary of Initial Rent and Charges:	Amount Due
<input type="checkbox"/> Initial rent for the period from	
<u>«leasestartdateleaseorselectedrenewaloffe» - «lastdayofmonthfromleasestart»</u>	<u>\$«renewalcustom3»</u>
Security Deposit (See Section 10)	<u>\$«depositstilldue»</u>
Total Due	<u>\$2.00</u>

2. Monthly Rental and Term:

The monthly rental shall be **\$«renewalcustom1»** ("Rent") for a term of **twelve (12) months**, commencing on the date hereof, or the first day of the month following execution of this Lease, if the commencement date was other than the first day of the month, with a lease completion date of «leaseenddateleaseorselectedrenewaloffe». (The monthly rent amount also includes \$«renewalcustom4» of rental assistance.) Monthly Rent shall be payable in advance without demand upon the first (1st) day of each calendar month at the Development office. If the Resident does not pay the full amount of Rent shown above by the end of the 5th day of the month, Management will assess a fee of \$25.00 on the 6th day of the month. Thereafter, Management will assess \$5.00 for each additional day the Rent remains unpaid in full during the month it is due. Resident further agrees to pay a **\$20.00** fee for each dishonored check, plus any additional charges that the bank may charge the Management for handling the dishonored check. Checks or money orders shall be made payable to «sitename». The fees and charges discussed in this paragraph are additional Rent in addition to the regular monthly Rent payable by the Resident.

Full payment of all Rent due under this Lease must be made by the Resident. Any partial payment of less than the full Rent under this Lease shall be deemed only as a partial payment against any outstanding amounts due to the Owner by the Resident. Under no circumstances shall Owner's acceptance of any partial payment of Rent by the Resident constitute accord and satisfaction. Owner's acceptance of a partial payment of Rent shall not in any way cause the Owner to forfeit its right to collect the balance due from the Resident or terminate the tenancy for failure to pay the Rent that is due, despite any endorsement, stipulation or other statement on any check. Owner may accept any partial payment with any conditional endorsement without prejudice to the Owner's right to recover the balance remaining due or to pursue any other remedy available under this Lease or under Idaho law.

If the Resident terminates this Lease or Resident's tenancy prior to the end of the term stated in Section 1, then the Resident shall be responsible for the full payment of Rent due under this Lease for the remainder of the term, unless, at the Owner's or Management's approval and discretion,

other financial arrangements are made by the Resident. Re-letting of the unit shall be the Owner's or Management responsibility and does not provide any right of subletting or assigning of the Unit for the remainder of the term of this Lease by the Resident. In addition, costs of re-letting by Management may be charged to the Resident.

3. Renewal and Termination:

At the end of the initial term referred to in paragraph 2, this Lease shall continue for successive terms of one (1) month and during such renewal term(s), Resident agrees to give Management a written "Notice of Intention to Move" at least thirty (30) days prior to vacating. Upon Resident's failure to give such notice, Resident shall be liable for Rent during the full 30-day period. Management may terminate the Lease for material noncompliance, breach or for other cause. If Resident holds over without signing a new lease agreement, then Resident agrees to pay any adjustment in rent as determined by the Management with a minimum rental increase of twenty-five dollars (\$25.00) per month during such month-to-month tenancy provided such increase does not exceed maximum programmatic rents. Management will provide at least thirty (30) days written notice of any adjustment above the \$25.00 per month increase called for herein.

4. Changes in Rent and Lease Modification:

Rent will not be increased except at the end of the initial term, or at the end of any month thereafter. Management may change any other provision of the Lease or Resident Handbook upon thirty (30) days posted or written notice to the Residents.

5. Occupants, Future Occupants and Liability for Rent:

Resident's Unit shall be used and occupied by Resident and members of Resident's immediate family only, consisting of adult(s) who are named above, and ~~«umf child(ren)»~~ child(ren). Each and every person, signing this Lease, is obligated jointly and severally for the timely payment of all Rent and all other provisions of this Lease. All rights to occupancy under this Lease may, at Management's option, be terminated if the Unit is occupied by other than, or in addition to, those listed on the "Tenant Certification" unless all adults occupying the Unit execute a new Lease, meet the credit worthiness and other qualifications satisfactory to Management and continue to meet all regulatory eligibility requirements.

6. Utilities and Appliances:

Resident shall be responsible for the payment of all utilities, except: **Water, Sewer and Garbage**. Resident's responsibility for all other utilities begins with the commencement of this Lease and terminates upon lawful termination.

- | | | |
|--|-------------------------------------|--|
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Air Conditioner |
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Microwave | |

7. Additional Rent:

Any additional fees or payments called for under this Lease or made by the Management or Owner on behalf of the Resident, including payments for utilities or other necessary expenses that Resident fails to pay in a timely manner, or any money expended by Management or Owner as a result of Resident's action or inaction, including damages to the Unit, shall be considered additional Rent and Resident shall reimburse the Management/Owner all such costs not later than with the next regularly scheduled monthly Rent payment. Resident's failure to pay the Management/Owner such additional Rent shall be a material breach of this Lease for failure to pay Rent.

8. Limitation on Use:

- The Unit shall be used exclusively as a single-family residence only and for no other purpose, without the prior written consent of Management. Occupancy by guests staying more than fourteen (14) days will be a violation of this Lease, except upon Management's prior written consent. Resident will not use the Unit for any business, commercial, or any unlawful use. Resident may not assign, sublet, or transfer his/her interest in this Lease without prior written consent of Management.

9. Resident's Duties upon Tenancy Termination:

- Upon termination of the tenancy for any reason, Resident will surrender and vacate the Unit, including the removal of all the Resident's property in the time specified by state law. Upon departure, the Resident will return all keys to Management and will notify Management when the Unit is ready for inspection, at which time a move out inspection shall be performed and a "Move-Out Inspection Report" will be completed. Upon Resident's failure to notify Management, the "Move-Out Inspection Report" will be completed at such time as Management shall determine.

10. Security Deposit and Duty to Clean:

- Upon termination by either party for any reason, Management will deduct from the security deposit such amounts as are necessary to remedy Resident's defaults in the payment of Rent. The security deposit will be used to repair damage to the Unit, replace broken or missing items and to professionally clean the carpets and drapes. Within thirty (30) days of the date the move-out inspection is completed, a security deposit summary will be provided to the Resident detailing any charges applied and the balance due, if any, will be remitted. All damages and cleaning will be charged based on the "Move-Out Inspection Report" prepared by Management. Refer to the Resident's Handbook for further information concerning disposition of the security deposit and Resident's responsibilities at move out.

11. Occupancy by Multiple Residents:

- This paragraph applies to units now or hereafter rented or occupied by multiple Residents. Management's obligation to remit and account for the security deposit shall not arise until this Lease, or any successor Lease, is lawfully terminated as to all Residents. Management shall remit the security deposit to the person (or persons) who is the last signatory to lawfully terminate tenancy, regardless of who paid the security deposit. It is the responsibility of the Resident(s) to account, among themselves, for the security deposit. The last person (or persons) to lawfully terminate shall be responsible for all damage to the Unit occurring from the earlier of the commencement date of this Lease, or any predecessor agreement, in which he/she was a signatory.

12. Pets:

- No pets shall be brought into the Unit or onto the Development without the prior written consent of Management and, if such consent is granted, Resident will be required to pay, in advance, a pet fee and sign a "Pet Lease". Residents in developments designed specifically for elderly or handicapped persons may keep a common household pet in their Unit provided:
- (a) they register the animal with Management;
 - (b) the animal is approved by Management; and
 - (c) Resident signs a Pet Lease agreeing to abide by the pet rules set forth in the Pet Lease.

13. Assistive Animals:

- Residents requiring assistive animals (e.g. guide dogs, hearing dogs and emotional support animals) must provide justification that the animal is needed for the individual to have equal

opportunity to use and enjoy the housing using third-party verification forms authorized by Management. Residents must certify in writing that the Resident or a member of his or her family is a person with a disability and provide evidence that: (1) the animal is trained to assist persons with the specific disability and (2) that the animal actually assists the person with the disability. These requirements are set forth in 24 CFR Part 5.303(a)(1) and which are hereby incorporated by reference. Persons requiring an assistive animal are responsible for any damage to the apartment or the common areas of the complex resulting from the conduct of the animal. Residents shall be responsible to insure that assistive animals do not interfere with the right of other residents to have a safe, healthy and comfortable place to live and shall not disturb the other residents' right to quiet enjoyment of their residences.

14. This paragraph is intentionally left blank.

15. Alterations, Maintenance and Repairs and Resident Conduct:

Resident shall at all times maintain the Unit in a clean and sanitary condition and comply with all state and local laws requiring residents to maintain the Unit. Resident agrees that no alterations of any kind will be made to the interior or exterior of the Unit or at any location in the Development without prior, written approval from Management. Resident agrees to pay for all repairs, replacement, and maintenance caused by the misconduct or negligence of Resident, family, pets, assistive animals or visitors. Resident also agrees to pay for repairs or restoration due to any alterations to the Unit made by Resident. Resident shall be liable for all expense incurred in such instances. A written statement for all repairs will be submitted to the Resident, which must be paid within thirty (30) days, or under a payment schedule established at Management's option. Resident shall not interfere with the right of other Residents to have a safe, healthy and comfortable place to live and shall not disturb the other Residents' right to quiet enjoyment of their residences.

16. Entry and Inspection:

After receiving a 24 hour notice, Resident hereby agrees to grant Management the right to enter the Unit at reasonable times for inspection and other reasonable purposes, including making necessary repairs and showing investors, buyers, loan officers and insurance agents. In the event of an emergency, it is not possible to give notice in advance and the Unit will be entered without notice.

17. Indemnification and Liability:

Management and/or Owner shall not be liable for any damage or injury to Resident or to any other person or to any property, occurring in the Unit, or the Development unless such damage is the result of the negligence or unlawful act of Management, Owner, their agents or employees, and from any claims for damages no matter how caused, except for damages for which Management or Owner is responsible. Resident is hereby advised to obtain renter's insurance because Management's and/or Owner's insurance will not cover Resident's property or actions.

18. Waiver of Rights and Terms:

Any failure by Management to enforce the terms of this Lease shall not constitute a waiver of said terms by Management. Management's acceptance of any portion of Rent due before or after any default shall not be construed to remedy any default or waive any right of Management to effect any notice or legal action previously given or commenced. Nothing contained in this Lease shall be construed as waiving any of the Resident's or Management's rights or obligations or applicable law

19. Vehicles:

All vehicles operated by Resident must be registered with Management. Only vehicles maintained in operating condition and licensed may be parked in approved areas. Management may tow

unauthorized vehicles, trailers, campers, or boats at Resident's expense. Resident may park no more than two (2) vehicles on the Development at any time. Management is not responsible for damage or theft while vehicles or equipment are parked on the Development.

20. Notices:

- Notices will be deemed served on the day when they are either personally delivered or posted on Resident's main entrance and mailed by first class mail.

21. Material Non-Compliance or Breach:

- Material noncompliance or breach includes, but is not limited to: nonpayment of Rent or other charges provided under this Lease when due, failure to reimburse Management for repairs or damage caused by Resident, chronic late payment of Rent, permitting unauthorized persons to live in the Unit, causing serious or repeated damage to the Unit or common areas, giving false or incomplete information regarding household income or other factors used to determine Resident's eligibility, violent or criminal acts or behavior, unlawful or inappropriate display or use of firearms in a manner which jeopardizes or threatens the safety of others; use, possession, manufacture, distribution or sale of controlled substances by Resident, Resident's guests or household members, Resident's or Resident's guests' disturbances which impact the peaceful enjoyment of neighbors, harassment of neighbors, actions that threaten the Management's or Owner's staff or otherwise interfere with the management of the Development, or failure to comply with any other term or condition of this Lease or the Resident Handbook. A material non-compliance or breach of this lease shall, at the option of Management, empower Management to terminate this tenancy upon giving proper notice as set forth under applicable landlord tenant laws. Such termination does not terminate the Resident's obligation to pay Rent for the balance of the Lease term.

22. Remedies Upon Breach and Attorneys Fees:

- In the event of any breach of this Lease including, but not limited to material noncompliance defined below, Management may pursue any remedy against Resident under applicable landlord tenant laws or may pursue any claim for damages. Should the Owner, Management or the Resident seek to enforce their rights under the terms of the Lease, then the prevailing party to any such enforcement action shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party. Management shall be entitled to its reasonable attorneys' fees and costs for any action to terminate the Lease due to Resident's material breach. If Resident seeks to cure such breach, then as part of such cure, Resident agrees to reimburse Management for its attorneys' fees and costs.

23. Hazardous Materials:

- Resident shall not undertake or permit his/her household or guests to undertake any hazardous acts or bring hazardous materials into the Unit or Development other than normal household chemicals.

24. Smoke Alarm:

- It is the responsibility of the Resident to test and check the smoke alarm frequently. If the smoke alarm is battery operated, Resident agrees to replace batteries as necessary. Resident will immediately report any malfunction or failures of the smoke alarm to Management. A Resident's tampering with or failure to report a known malfunction of a smoke alarm is a material noncompliance under this Lease. Additionally, Resident will be charged for repairs necessitated by Resident's tampering of the smoke alarm.

25. Destruction or Condemnation of Unit:

- If the Unit becomes uninhabitable because of fire or other cause, or if the use of the Unit is diminished to make it unusable as contemplated in this Lease due to a condemnation action or taken under a right of eminent domain by any government or agency, then the Owner, Management or Resident may terminate the Lease effective as of the time such use takes place or the Unit becomes uninhabitable. If Management chooses to repair the Unit, such repair must be complete within a reasonable timeframe. Any proceeds of insurance or any action of condemnation or taking by eminent domain shall be solely the Owners. If the destruction of the Unit is caused by the Resident or by an act or omission under the Resident's control, then upon termination of this Lease, the Resident shall be responsible for continued payment of all Rent under this Lease until the conclusion of the term of the Lease. Upon termination of this Lease under this provision, Resident shall vacate the unit and remove all personal property from the Development.

26. Abandoned Property:

- Management will consider a unit to be abandoned when a resident has both fallen behind in the payment of Rent and has clearly indicated by words or actions no intention to continue living in the unit. If there is any question regarding the resident's abandonment, then a three-day eviction notice will be used as called for under Idaho law.

When a unit has been abandoned, Management's representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed by certified mail to the resident stating where the property is being stored and when it will be disposed of. If Management does not have a forwarding address for the resident, the notice will be mailed certified mail to the unit address so it can be forwarded by the post office.

Thirty (30) days after said notice has been given, any unclaimed property will be disposed of by Management. If any money is obtained by the disposal of the property, it shall first go to cover money owed by the resident to Management such as back Rent and the cost of storing and disposing of the goods. If there is any money remaining and the resident's forwarding address is known, Management will mail it to the resident. If the resident's address is not known, Management will hold it for the resident for one year. If it is not claimed within that time, it will be paid to the State of Idaho as called for under Idaho law.

Within thirty (30) days of learning of an abandonment, Management will return the security deposit or any portion due to the resident after deduction for unpaid Rent and repair of any damages, normal wear and tear excepted, along with a written itemization for any deductions. If Management cannot locate the resident, any retained security deposit funds held by Management, after deduction of unpaid Rent and other itemized deductions, shall be held for one year for the resident and then will be paid to the State of Idaho as called for under Idaho law.

27. Handicapped Resident Needs:

- Residents with a disability may request a reasonable accommodation, which is necessary to afford Resident equal opportunity to use and enjoy occupancy and use of the Unit and the common areas of the community. Unless the disability and need for the accommodation requested are readily apparent, Management will require third-party verifications to substantiate all requests for reasonable accommodation. Approval of requests for accommodation will not be unreasonably withheld. Resident's requests for accommodation must be both reasonable and financially feasible as set forth in the laws governing Fair Housing.

28. Non-handicapped Residents Occupying a Handicapped Unit:

- If Resident is not a handicapped person and has chosen to occupy a designated handicapped unit, Management may require that Resident move to another suitable vacant Unit if another resident or applicant requires a handicapped unit. Resident agrees to move, at Resident's expense, to another suitable unit upon receiving a 30-day written notice from Management. Resident hereby agrees

that the Rent for the new Unit may change and, if necessary, the Lease will be modified to reflect the change in rental rates.

29. Illegal Controlled Substances:

- The use, possession, manufacture, sale or distribution of controlled substances, as defined by law, by a member of Resident's household or by a guest of Resident, at any location on the Development, is prohibited and shall be a material non-compliance of the Lease. Admission to or conviction of a controlled substance violation shall be irrefutable evidence of non-compliance. Violation of this provision shall be grounds for eviction.

30. Resident's Certification:

- Resident certifies that he/she has received a copy of this Lease, a copy of the "Move-In Inspection Report" and the Resident Handbook, each of which is incorporated herein and contains important and material provisions of this Lease.

31. Management's Acceptance: IMPORTANT NOTICE.

- This Lease is subject to and is not binding upon Management or Owner until approved by Management's home office and appropriate government agency, if applicable.

32. Annual Recertification:

- Each year on the anniversary of occupancy, the Resident will be requested to complete an annual income re-certification to provide complete information concerning their annual gross income. Refusal to complete required documents or to sign release of information forms is a material violation of the Lease. Fraudulent reporting of income is also a material violation of the Lease and will result in immediate termination of tenancy. All information submitted by Resident or Applicant will be maintained in a confidential manner. Unit transfers or changes in occupancy require re-verification of annual income and re-determination of eligibility under regulations governing the Development.

33. Full-Time Students:

- At no time during the Lease or any extension thereof may the Unit be occupied entirely by full-time students who are not otherwise exempt. If all household members become full-time students, and do not meet the exempt status, Management shall notify the household to vacate the Unit after appropriate notice of no less than thirty (30) days has been given.

34. Changes in Resident Income Eligibility:

- Residents must continue to satisfy the income eligibility as required by the regulations governing the Development. Management shall determine Resident eligibility through annual income re-certifications. If household income exceeds 140% of the qualifying income, the Resident is no longer considered an income qualified Resident and may be required to leave within thirty (30) days or when this Lease ends, whichever is later. If Resident remains in the Unit, the Rent for such Unit may be raised to a higher rental rate.

If maximum qualifying income limits prescribed by the regulations governing the Development increase or decrease, then Rent may increase or decrease after appropriate notice. All Residents will be notified in writing of any increase or decrease in Rent.

- (a) Resident hereby certifies the accuracy of the information provided in connection with the examination or re-examination of the eligibility of the household of the Resident.

Hailey Guidelines for 410 N River Street, Unit #8.

- 1) Hailey shall advertise the unit availability to all Full-time Exempt and Non-Exempt City Employees. If a preference for emergency service and public works personnel is desired by the City, it shall be so noted in the initial email from the City Administrator to city employees. If this preference is selected, the list of eligible employees shall be expanded to include paid-on-call firefighters. The email shall stipulate the date the unit will be available and how much time interested employees have to respond as to their interest as well as a summary of the process below, including monthly rent.
- 2) Monthly rent shall be 30% of the household gross adjusted income, up to a maximum rent of \$2,000. Employees are encouraged to estimate their household adjusted gross income based on all wage-earners that are planned to live in the unit with the exception of dependents.
- 3) Once the time period of employee interest has closed, the City Administrator shall review the interested employees and shall conduct a lottery if more than one employee meets the criteria established by the City.
- 4) Once a preferred employee is identified that employee shall submit necessary information to The Housing Company to verify household adjusted gross income for purposes of establishing the monthly rental amount. If household adjusted gross income exceeds the maximum rent identified in #2 above, rent shall be capped at the maximum.
- 5) Tenant shall be responsible for all utilities except water/wastewater.
- 6) Hailey will be responsible for HOA fees.
- 7) The unit will be managed by ARCH, and all rent will be paid to ARCH. Lease term is one year.
- 8) Once a lease is signed, the process is complete. If for any reason, a lease is not signed with the first selected employee, the Administrator shall proceed to select the second most qualified employee or to conduct a lottery if more than one employee meets the criteria.
- 9) Occupancy of the unit is based on employment by the City of Hailey. If a separation of employment occurs, tenant shall have 90 days to vacate the premises, or the end of the lease term, whichever is sooner. If the 90 days falls within the lease term, the City shall have the option to extend the occupancy to the end of the lease term.
- 10) If no Hailey employee is selected, ARCH shall proceed to fill the unit with qualified employee who works within Hailey City limits and as per ARCH standard practices.
- 11) The standard lease shall be modified to clarify: a) no smoking and b) no additional window coverings permitted and c) clarification on the provision of garage door openers.

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- 10) If no Hailey employee is selected, ARCH shall proceed to fill the unit with qualified employee who works within Hailey City limits and as per ARCH standard practices.
- 11) The standard lease shall be modified to clarify: a) no smoking and b) no additional window coverings permitted and c) clarification on the provision of garage door openers.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the Final Plat Application by Kilgore Properties, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into subdivided into 12 sublots consisting of fifty-seven (57) residential units across five (5) ten-unit condominium buildings and seven (7) live-work units. The proposed subdivision also includes a parcel for recreational amenities, and a parcel for Phase II. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

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

BACKGROUND: Block 2 of the Sweetwater P.U.D. Subdivision is divided into Phase I and II. The Preliminary Plats for Block 2, Phases I and II were approved in 2020, and Design Review Applications for both Phases were approved in 2022. Phase II of Block 2 consists of eight (8) ten-plex condominium buildings, for a total of eighty (80) residential units, as well as a 0.14-acre tot lot for children’s outdoor play area. A Design Review Modification for Phase I was approved on July 22, 2022. To match Phase II, the design of Block 2, Phase I was modified to consist of five (5) ten-plex condominium buildings and one (1) amenity building abutting the tot lot of Phase II. The amenity building consists of recreational facilities, specifically a clubhouse and a pool. The seven (7) mixed-use, live-work units along Countryside Boulevard, also an approved concept within Phase I, are mostly complete. The remaining building infrastructure within Block 2, Phase I is currently under construction.

The Applicant has provided a Security Agreement, Security Summary, and Performance Bond requesting that the remaining incomplete infrastructure improvements be completed by the Applicant after recordation of Final Plat. The Public Works Department has reviewed the submitted documentation, and at this time, has no concerns with the proposal.

The Council conducted a public hearing on this project on May 8, 2023, and unanimously approved the Final Plat Application, subject to Conditions of Approval. The Findings of Fact, Conclusions of Law, and Decision are attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve the Findings of Fact, Conclusions of Law, and Decision for Sweetwater Communities Final Plat Application Block 2, Phase I.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On May 8, 2023, the Hailey City Council approved the Final Plat Application by Kilgore Properties, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into subdivided into 12 sublots consisting of fifty-seven (57) residential units across five (5) ten-unit condominium buildings and seven (7) live-work units. The proposed subdivision also includes a parcel for recreational amenities, and a parcel for Phase II. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District, and the Resolution 2023-068, a Resolution approving the Security Agreement related to the Final Plat of Block 2, Phase I, Sweetwater P.U.D. Subdivision.

FINDINGS OF FACT

Background & Application: Block 2 of the Sweetwater P.U.D. Subdivision is divided into Phase I and II. The Preliminary Plats for Block 2, Phases I and II were approved in 2020, and Design Review Applications for both Phases were approved in 2022. Phase II of Block 2 consists of eight (8) ten-plex condominium buildings, for a total of eighty (80) residential units, as well as a 0.14-acre tot lot for children's outdoor play area. A Design Review Modification for Phase I was approved on July 22, 2022.

To match Phase II, the design of Block 2, Phase I was modified to consist of five (5) ten-plex condominium buildings and one (1) amenity building abutting the tot lot of Phase II. The amenity building consists of recreational facilities, specifically a clubhouse and a pool. The seven (7) mixed-use, live-work units along Countryside Boulevard, also an approved concept within Phase I, are mostly complete. The remaining building infrastructure within Block 2, Phase I is currently under construction.

Upon approval of the project's Preliminary Plat, the Hailey City Council discussed environmental sustainability and housing considerations with the Applicant. Specifically, the Council encouraged the Applicant to:

- Wire or install electrical panels/subpanels in each unit for electric vehicle charging;
- Wire for rooftop solar energy; and
- Restrict or limit short-term rentals.

The Applicant expressed an intention to incorporate all the above recommendations within the overall building design and CC&R's. The Council questioned short-term housing within the overall Sweetwater Development, and the Applicant reported that only four (4), or three percent (3%) of the existing 120 residential units within the Sweetwater Development were being utilized as short-term rentals. The Council strongly encouraged the Applicant Team to supply community housing units within future phases, as there is still a need for deed or rent-restricted housing in Hailey.

The Applicant also proposed to incorporate the following environmental sustainability measures:

- Installation of energy efficient appliances, and
- Drought tolerant planting and water conservation equipment in the landscaping.

This property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010, and November 6, 2012. Design Review for the project (Phase I through IV) was approved December 16, 2019. As stated above, a Design Review Modification for Block 2, Phase I was approved on July 22, 2022. Further on, this report

analyzes whether the proposed Final Plat abides by the Conditions of Approval set forth in the Design Review.

Procedural History: On January 24, 2022, the Hailey City Council approved a reconfigured Preliminary Plat Application for Block 2, Phase I. On January 19, 2023, the Applicant submitted a Final Plat Application. A public hearing before the Hailey City Council for the Final Plat Application was held on May 8, 2023, in the Council Chambers, and virtually via GoTo Meeting.

CHAPTER 16.05.080: ISSUANCE OF PERMITS:

No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception:

Building Permits may be issued for any building in a development for which plats have been recorded and security provided, but the streets have not yet been completed with asphalt due to winter conditions. In such instances, the street shall be constructed as an all-weather surface to City Standards to the satisfaction of the City Engineer and shall be kept clear to the satisfaction of the Fire Chief. No Final Inspection approval or Certificate of Occupancy shall be granted until all improvements, including asphalt, have been installed, inspected, and accepted.

This condition applies to new construction. Notice of this requirement is hereby given to the Applicant and included as a recommended Condition of Approval. Finding: Compliance. This standard will be met.

CHAPTER 16.03: PROCEDURE:

16.03.030 Final Plat Approval:

- A. The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within two (2) calendar years or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.**

The Final Plat was prepared by a professional land surveyor and submitted on January 19, 2023, which was within the two-year timeline of the Preliminary Plat approval on January 24, 2022. Finding: Compliance. This standard has been met.

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

The Final Plat is consistent with the Preliminary Plat approval by the Planning and Zoning Commission. Any changes to the Conditions of Approval related to the plat are shown in strike-underline; explanation of Conditions that are in-progress and will be ensured through City Staff are in ***bold and italicized font***; Conditions of Approval that have been met are shown in ~~strike-through~~:

- a) All conditions of the Planned Unit Development approval shall be met. **City Staff will ensure the requirements of the PUD have been met by thoroughly researching, inspecting, and approving incomplete items within the PUD Agreements.**
- b) All Fire Department and Building Department requirements shall be met. **City Staff will ensure that these requirements have been met by conducting final inspections in accordance with Final Plat and Building Permit protocol.**
- c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to:
 - ~~o Permits shall be obtained for installation of all drywells.~~
 - o The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete. **This condition will be met.**
 - ~~o The Applicant shall submit an Erosion Control Plan.~~
 - o Additional infrastructure improvements were addressed in Design Review (Findings of Fact dated December 16, 2019 and September 7, 2021) and have been made Conditions of Approval under the Design Review approvals.

Below are the Conditions of Approval required by the 2019 Design Review Approval. The underlined sections will be assessed and enforced by City Staff through the final inspection processes associated with Final Plat and Building Permit protocol. The ~~strike-through sections~~ reflect requirements that are also stated in the PUD or have been completed.

- ~~a) All conditions of the Planned Unit Development approval shall be met.~~
- ~~b) All applicable Fire Department and Building Department requirements shall be met.~~
- c) Any change in use or occupancy type from that approved at time of issuance of Building Permit may require additional improvements and/or approvals. 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.

A Design Review Modification approved on July 22, 2022 allowed for the reconfiguration of townhouse units into the ten-plex condominium buildings, compliance with City parking requirements shall be assessed accordingly.

- d) All City infrastructure requirements shall be met. ~~Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required.~~ Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to, the following requirements and improvements:
 - i. All original comments and/or recommendations by the Public Works Department, noted above, are still applicable.
 - ii. The Applicant shall show all sewer services going to the center of each unit, rather than what appears to be the side of each unit.
 - iii. For SMH 103, the Applicant shall revise the location so that the line from SMH 134 to SMH 135 extends straight through to the main on Shenandoah Drive.
 - iv. The Standard Sign R7-203a shall be replaced with a semi-custom Hailey sign, consistent with other locations in town having a similar intent.
 - v. The Applicant shall acknowledge that all street lighting shall be the responsibility of the HOA.

- vi. The Highway 75/Countryside Boulevard intersection exhibit shall be revised as follows: The Applicant shall retain the existing approaches to the signal and extend the lane geometry easterly until nearly at Shenandoah Drive, then transition/terminate the extra lanes.
- vii. ~~The Applicant shall provide a more detailed review of the final construction plans, which can be provided at a later date.~~
- viii. The HOA shall enforce/discourage parking in restricted parking areas during restricted periods.
- e) ~~The private streets (Hopper Way, Depot Way, Pullman Way, Flyfish Way, Golden Way, Hayloft Way, Herder's Way, and Heartland Way (an extension of the existing Heartland Way)), shall be maintained by the HOA.~~
- f) ~~Construction parking shall be on private property and not within the City Right of Way nor the edge of the road.~~
- g) ~~A Traffic Control Plan shall be submitted prior to issuance of a Building Permit.~~
- h) ~~All sidewalks, interior and perimeter, shall be maintained year-round by the HOA.~~
- i) Any and all ground-mounted and roof-mounted equipment shall be screened from the view of surrounding properties.
- j) All new and existing exterior lighting shall comply with the Outdoor Lighting Ordinance.
- k) Except as otherwise provided, all the required improvements shall be constructed and completed, or sufficient security provided as approved by the City Attorney before a Certificate of Occupancy can be issued.
- l) ~~This Design Review approval is for the date the Findings of Fact are signed. The Planning & Zoning Administrator has the authority to approve minor modifications to this project prior to and for the duration of a valid Building Permit.~~
- m) The Applicant shall install additional signage for any and all new trail connections made from the Development to the Wood River Trail (i.e., connection from Shenandoah Drive to the Wood River Trail and the connection from Countryside Boulevard to the Wood River Trail).
- n) The Applicant shall install an all-weather bus transit stop, to be located on the eastside of the street at the corner of Laurelwood Drive and Woodside Boulevard (northbound bus stop). This shall be installed during the construction of Phase I of the project.
A Design Review Modification approved on July 22, 2022 allowed for modifications to the agreed upon transit facilities.
- o) The Applicant shall install a sidewalk, approximately 360 feet in length, along the frontage of 851 Shenandoah Drive (Lot 1A, Balmoral Subdivision) in-lieu of constructing a third bus shelter, as outlined in the P.U.D. Agreement dated August 14, 2006. This shall be installed during the construction of Phase IV of the project.
- p) ~~The Design Review approval shall be valid for eighteen (18) months. This extension shall be effective from the day of approval (December 16, 2019).~~
- q) The Applicant shall delineate bike lanes and crossings along Countryside to show where vehicular lane changes and bicycle lanes differ. This delineation shall happen during the construction of Phase I of the project and the design shall receive approval by the City Engineer.
- d) ~~Preliminary Plat approval is subject to the Flood Hazard Development Permit, approved on February 26, 2020. Any modifications to the approved permit may require additional floodplain review.~~

- e) All improvements within the public right-of-way shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
- ~~f) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.~~
- g) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.
- ~~h) The Applicant shall submit an Erosion Control Plan prior to Final Plat.~~
- ~~i) The private drives shall be noted as unbuildable on the plat.~~

Department Final Comments:

- **Life/Safety:** The Final Plat reflects all changes and revisions recommended and requested by the City Engineer.
- **Public Works (Streets):** The Final Plat reflects all changes and revisions recommended and requested by the Public Works Department.

Standards of Evaluation:

CHAPTER 16.04: DEVELOPMENT STANDARDS:

The Development Standards outlined in Chapter 16.04 pertain to project’s location in the Flood Hazard Overlay District; Parks, Pathways and Other Green Spaces requirements of the PUD; the subdivision’s sidewalk improvements, perimeter pathways, and connections to the Wood River Trail. These requirements were ensured during the approval of the 2022 Preliminary Plat, 2019 Design Review, 2022 Design Review Modification, and Planned Unit Development Agreements, original and amendments thereof. Assessment of the Conditions of Approval listed herein will further ensure that the Chapter 16.04 Development Standards are met.

CHAPTER 16.05: IMPROVEMENTS REQUIRED:

16.05.010 Minimum Improvements Required:

It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards, which are attached hereto as Exhibit “A.” Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety, and general welfare.

A. Plans Filed, Maintained:

Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer’s written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.

The project is under an active building permit, as such plans are available onsite, and inspections are in progress. Upon approval, six (6) copies of all plans will be filed with the City Engineer. All other requirements of this section will be enforced by the City Engineer or designee. Finding: Compliance. This standard will be met.

B. Preconstruction Meeting:

Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer, and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.

A Preliminary Preconstruction Meeting was held on March 16, 2020. An additional Preliminary Plat Preconstruction Meeting was held on November 4, 2021, and a Building Preconstruction Meeting was held on April 7, 2021. Finding: Compliance. This standard has been met.

C. Term of Guarantee of Improvements:

The Developer shall guarantee all improvements pursuant to this Chapter for no less than one year from the date of approval of all improvements as complete and satisfactory by the City Engineer, except that parks shall be guaranteed and maintained by the Developer for a period of two years.

The Developer is hereby required to guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements, as complete and satisfactory by the City Engineer. That said, pursuant the Hailey Municipal Code, Title 16: Subdivision Regulations, Section 16.03.030: Final Plat Approval, I. Security Required, the Developer may, in lieu of actual construction, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one-year from the date the security is provided.

The Applicant has provided a Security Agreement and Supporting Documentation requesting that infrastructure improvements be completed by the Developer after recordation of Final Plat. The Public Works Department has reviewed the submitted documentation, and at this time, has no concerns with the proposal. Finding: Compliance. This standard has been met.

16.05.020 Streets, Sidewalks, Lighting, Landscaping:

The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.

Construction of the improvements within 16.05.020 began in early Spring 2021. The improvements were ensured through the approval of the 2021 Preliminary Plat, 2019 Design Review, 2022 Design Review Modification, and Planned Unit Development Agreements, original and amendments thereof. Further, they are being assessed by the specified Conditions of Approval, as well as the attached Security Agreement.

The attached Security Summary summaries incomplete infrastructure. The remaining items, with regard to street, sidewalk, and drainage infrastructure, are still incomplete:

- SWPPP set up and maintenance (70% complete)
- Site grading (70% complete)
- Installation of 2.5' high-back curb and gutter with prep and backfill (20% complete)

- Installation of 5'-wide sidewalk with flatwork prep and base (0% complete)
- Installation of 3" asphalt (10% complete)
- Installation of 4" leveling coarse gravel – ¾" road base (23% complete)
- Installation of 6" subbase with 2" minus (23% complete)
- Installation of ADA ramps (0% complete)
- Installation of street signs (0% complete)
- Installation of private drive gutters (0% complete)
- Private drive paving (0% complete)
- Installation of 12" RCP storm drains with bedding and trench backfill (20% complete)
- Installation of 48" new concrete drywells (20% complete)
- Installation of 2'x3' catch basins with face inlet and collars (30% complete)

The Developer is working to complete the above infrastructure and will update the City once completed for inspection, approval, and compliance with City Standards. Finding: Compliance. This standard will be met.

A. Street Cuts:

Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year.

The Streets Division Manager has and will continue to conduct inspections for the completion and quality of the required infrastructure improvements. Finding: Compliance. This standard will be met.

B. Signage:

Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs, and traffic control signs shall thereafter be maintained by the City.

Street name signs and traffic control signs shall be erected by the Developer. The proposed signage design meets City Standards; the signage will see a final assessment during the inspection of the remaining infrastructure improvements and before final issuance of a Certificate of Occupancy. Finding: Compliance. This standard will be met.

C. Streetlights:

Streetlights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of chapter 17.08C of this code.

Streetlights are proposed and shall be erected by the Developer. The Developer has submitted a Security Summary of incomplete infrastructure (attached hereto). The remaining items, with regard to streetlight infrastructure, are still incomplete:

- Installation of four streetlights (0% complete)
- Installation of 29 garage lights (0% complete)

The Developer is working to complete the above infrastructure and will update the City once completed for inspection, approval, and compliance with City Standards. Finding: Compliance. This standard will be met.

16.05.030 Sewer Connections:

The Developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The Developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.

The Developer has submitted a Security Summary of incomplete infrastructure (attached hereto). The remaining items, with regard to sewer infrastructure, are still incomplete:

- Installation of 712, 8" PVC sewer with bedding and trench backfill (25% complete)
- Installation of four, 4' sewer manholes with collars (90% complete)
- Installation of six, 6" sewer laterals with fittings (33% complete)

The Developer is working to complete the above infrastructure and will update the City once completed for inspection, approval, and compliance with City Standards. Finding: Compliance. This standard will be met.

16.05.040 Water Connections:

A. Requirements:

The Developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.

The Developer has submitted a Security Summary of incomplete infrastructure (attached hereto). The remaining items, with regard to water infrastructure, are still incomplete:

- Connection to existing water line (90% complete)
- Installation of 781, 8" culinary water lines with fittings, bedding, and backfill (90% complete)
- Installation of seven, 8" gate valves with collars (90% complete)
- Installation of two fire hydrants and valves with collars (90% complete)
- Installation of washout valve (90% complete)
- Installation of seven, 2" water service laterals with meters (90% complete)
- Installation of five, 4" fire hydrant valves with laterals (0% complete)
- Installation of one, 2" irrigation lateral and meter (0% complete)

The Developer is working to complete the above infrastructure and will update the City once completed for inspection, approval, and compliance with City Standards. Finding: Compliance. This standard will be met.

B. Townsite Overlay District, Insulation:

Within the Townsite Overlay District, where water main lines within the alley are less than six feet (6') deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.

N/A – This project is not located in the Townsite Overlay District.

16.05.050 Drainage:

The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative.

Drainage improvements are 23% complete. The Developer is working to complete this infrastructure and will update the City once completed for inspection, approval, and compliance with City Standards. Finding: Compliance. This standard will be met.

16.05.060 Utilities:

The Developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.

The Dry Utilities have been installed and are 100% complete. Finding: Compliance. This standard will be met.

16.05.070 Parks, Green Space:

The Developer shall improve all parks and Green Space areas as presented to and approved by the Hearing Examiner or Commission and Council.

N/A – The Park/Green Space exists and was developed in accordance with the PUD Agreement. A 1.6-acre Park/Open Space was constructed to benefit the residents of the development. Per the Development Agreement dated April 25, 2005, any foregoing payments and designated improvements shall be deemed final and conclusive as to the park land improvements for the development of the property. No additional park land improvements will be required by the City, other than as set forth in the Development Agreement, or agreed to in writing. No revisions to this provision were made in subsequent amendments. Finding: Compliance. This standard will be met.

16.05.080 Installation to Specifications; Inspections:

All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.

The Applicant is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his

designee, the Applicant will be required to repair or replace them at their own cost. Finding: Compliance. This standard will be met.

16.05.090 Completion; Inspections; Acceptance:

Installation of all infrastructure improvements must be completed by the Developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.

The Applicant is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Applicant will be required to repair or replace them at their own cost. A post-construction conference will be necessary; however, the date is to be determined. Because security is provided, the Applicant can request Final Plat recordation before the completion of the construction. Finding: Compliance. This standard will be met.

- A. The Developer may, in lieu of actual construction, provide to the City security pursuant to subsection 16.03.030I of this title, for all infrastructure improvements to be completed by the Developer after the Final Plat has been signed by City representatives.**

The Developer has provided a Security Agreement and Supporting Documentation requesting that infrastructure improvements be completed by the Developer after recordation of Final Plat. The Public Works Department has reviewed the submitted documentation, and at this time, has no concerns with the proposal. Finding: Compliance. This standard has been met.

16.05.100 As Built Plans and Specifications:

Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of “as-built plans and specifications” certified by the Developer’s engineer shall be filed with the City Engineer.

The Applicant is hereby advised that three (3) sets of “as-built plans and specifications” certified by the Applicant’s Engineer, shall be filed with the City Engineer prior to acceptance by the City of Hailey. Finding: Compliance. This standard will be met.

CONCLUSIONS OF LAW

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

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

DECISION

The Final Plat Application by Kilgore Properties, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into subdivided into 12 sublots consisting of fifty-seven (57) residential units across five (5) ten-unit condominium buildings and seven (7) live-work units, meets the standards of approval set forth in the Hailey Municipal Code, and is approved by the Hailey City Council, subject to the following conditions, (a) through (e):

- a) All conditions of the Planned Unit Development approval shall be met.
- b) All Fire Department and Building Department requirements shall be met.
- c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval and shall meet City Standards where required. Infrastructure to be completed at the Applicant's sole expense include, but will not be limited to:
 - i. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
- d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
- e) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.

PASSED BY THE HAILEY CITY COUNCIL and approved by the mayor this ____ day of _____, 2023.

Martha Burke, Mayor, City of Hailey

ATTEST:

Mary Cone, Clerk

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AGENDA ITEM SUMMARY

DATE: 05/22/2023 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on May 8, 2023 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD MAY 8, 2023
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:31 P.M. by Mayor Martha Burke. Present were Council members Kaz Thea, Juan Martinez, Heidi Husbands, and Sam Linnet. Staff present included City Attorney Christopher P. Simms, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

Martinez not in attendance at meeting start.

CALL TO ORDER: [5:31:29 PM](#) by Mayor Burke.

Open session for public concerns: [5:31:45 PM](#) none.

CONSENT AGENDA:

- [CA 129](#) Motion to approve Resolution 2023-064, authorizing the Mayor to sign IDVR Library grant for paid intern
ACTION ITEM
- [CA 130](#) Motion to approve Resolution 2023-065, authorizing Contract for Services with the City of Ketchum, wherein
Ketchum is administering the Blaine County Housing Authority (BCHA) contract on behalf of Blaine County
and participating cities **ACTION ITEM**
- ~~[CA 131](#) Motion to adopt Resolution 2023-066, authorizing Task Order #2 Amendment #1 with Jacob's Engineering, in
the amount not to exceed \$25,000, for traffic data work. **ACTION ITEM**~~
- [CA 132](#) Motion to authorize the mayor's signature on a letter to Fermin De La Cruz and Ruth Marivel Inca regarding
their request to extend the Winterhaven Estates (Lot 2A, Block 61, Woodside Subdivision No. 15) Preliminary
Plat timeline for an additional eighteen (18) months to ensure the required infrastructure can be completed prior
to Final Plat submittal **ACTION ITEM**
- ~~[CA 133](#) Motion to allow for short term recreational vehicle use on private property under certain conditions between the
months of March and November 2023. **ACTION ITEM**~~
- [CA 134](#) Motion to approve minutes of April 27, 2023 and to suspend reading of them **ACTION ITEM**
- [CA 135](#) Motion to ratify claims for expenses incurred paid in April, 2023 **ACTION ITEM**
- [CA 136](#) Motion to approve claims for expenses incurred during the month of April 2023, and claims for expenses due by
contract in May, 2023 **ACTION ITEM**
- [CA 137](#) Motion to approve unaudited Treasurer's report for the month of April 2023 **ACTION ITEM**

[5:32:00 PM](#) CA 131, Husbands. CA 133 pulled by Thea

[5:32:35 PM](#) Linnet moved to approve all consent agenda items minus CA 131 and CA 133,
seconded by Husbands. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea,
yes. Martinez, yes.

[5:32:56 PM](#) Husbands, CA 131, Jacob's traffic analysis, more details

[5:34:08 PM](#) Mark Sindell with GGLO explains the contract, Downtown Master Plan, Main
Street. Side street and River/Main Street improvements and how it impacts traffic.

HAILEY CITY COUNCIL MINUTES
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CA 133 [5:37:51 PM](#) Thea, must be Idaho license plate, why can't it be an out of state RV?

[5:38:44 PM](#) Davis responds, to allow Idaho residents to live in an RV from March through November. We do have a different provision in our code to live on a job site, active building permit.

[5:39:49 PM](#) **Martinez moves to approve CA 131 and CA 133 as discussed, Thea seconds. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

[5:34:35 PM](#) Martinez arrives.

MAYOR’S REMARKS:

[5:40:26 PM](#) Mayor Burke thanks Chief England for a positive and good end, thanks to all law enforcement, tragedy averted.

Add condolences, Pat Cooley, wife Nancy died.

PROCLAMATIONS AND PRESENTATIONS:

PP 138 Proclamation Mental Health Awareness Month ACTION ITEM

[5:41:04 PM](#) Mayor Burke reads mental health awareness month in Hailey.

APPOINTMENTS AND AWARDS:

AA 139 Tyrell (Tater) Vaughn’s Certificate of Completion for IRWA Apprenticeship

[5:44:22 PM](#) IRWA award, Tater, Gary Sievers with IRWA presents. Shows a video made by PBS, Idaho apprenticeship program.

Tater and Bryson approach front of room. 2-year program, on the job training and class learning. Sievers congratulates Tater, hands out gifts and framed certificate. Also given, challenge coins, apprenticeship logo and IRWA logo on other side. Applause from room.

PUBLIC HEARINGS:

PH 140 Consideration of Ordinance No. 1316, an amendment to the existing City of Hailey Area of City Impact Boundary Map, as requested by BC-1, LLC, to include the parcel (FR W1/2 NW SEC 25, FR E1/2 NE SEC 26, TL 7134), or portion thereof, within Hailey’s Area of City Impact Boundary, as shown on the map located on file with the Community Development Department, and pursuant to Idaho Code Section 67-6526: ACTION ITEM

- *A proposed Ordinance amending a map that defines and establishes geographic boundaries. This modification would be to the existing Blaine County/City of Hailey Area of City Impact, as adopted by Hailey Ordinance 649 (adopted November 14, 1994), amended by Ordinance 731 (adopted June 23, 1999), Ordinance 1271 (adopted*

November 30, 2022), and Ordinance 1279 (adopted March 21, 2021), and amended by Resolution 2020-24. The geographic boundaries account for trade areas, geographic factors and areas that can be reasonably expected to annex into the City in the future.

[5:54:39 PM](#) Skip & Doug Oppenheimer want to move as fast as we can. Skip Oppenheimer speaks, we all have been touched by mental health challenges, thanks the Mayor for the recognition of mental health. Looking forward to continuing collaboration. We are back, our goals, Doug, housing needs, light industrial, excited to move forward. Hands over to Mark Sindell with GGLO. Gives a quick recap, started in March 2022, many discussions, in March, April and June, key points. Began talking with BCRD, including them in this process. Dec. 12, 2022, presented to City Council. Bellevue wanted to make sure that the boundary's made sense. 26 acres for BCRD. Housing will be included in this area.

[6:04:40 PM](#) Martinez, why did BCRD want to go into Bellevue instead of Hailey. Fields will be in Bellevue. Linnet, concerns about dealing with 2 jurisdictions, Sindell responds, no problems, feel it will work out just fine. Linnet is more concerned with what gets built in this shared area, friendly development is important, would like a strong foundation for that process.

[6:07:53 PM](#) Evan Robertson, attorney for the applicant, try to emphasize consistency across both cities, and keep that in mind. One master plan, Skip, reiterates, infrastructure requirements different in each city, will need both cities to work together.

Public comments:

[6:10:27 PM](#) Mark Davidson, feasibility study BCRD is about to launch, BCRD will have a process, define recreational needs, mentions Flying Hat Ranch.

[6:11:56 PM](#) Jeff Pfaeffle, have attended these workshops, spoken with Skip and Doug, supportive of this team. Would like to hear a couple of questions, objective to create division between the towns. In some sense, creating an angle, you lose developable land.

Council Deliberation:

[6:17:48 PM](#) Thea, appreciates goals you've set out and willingness to work together. A little disappointed, losing BCRD would be unfortunate. Would have hoped they would stay in Hailey. Mark Sindell, point of discussion, TBD. [6:21:51 PM](#) Evan Robertson comments, we've tried for over 1 year, don't have a lot of bargaining chips, this is the deal, we can make this work.

[6:25:35 PM](#) **Linnet moves to approve Ordinance No. 1316 ACI, Thea seconds. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

[6:26:21 PM](#) **Mayor Burke conducts 1st Reading of Ordinance No. 1316, by title only.**

[6:27:03 PM](#) **Linnet moves to approve Resolution 2023-067, ACI Comprehensive Map, Martinez seconds and thanks applicants for being project leaders. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

PH 141 *Consideration of a Final Plat Application by Kilgore Properties, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into subdivided into 12 sublots consisting of fifty-seven (57) residential units across five (5) ten-unit condominium buildings and seven (7) live-work units. The proposed subdivision also includes a parcel for recreational amenities, and a parcel for Phase II. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District, and consideration of Resolution 2023-_____, a Resolution approving the Security Agreement related to the Final Plat of Block 2, Phase I, Sweetwater P.U.D. Subdivision* **ACTION ITEM**

[6:28:24 PM](#) Davis, consideration of final plat Sweetwater block 2 parcel. Applicant on call. Matt Watson, representing Sweetwater communities, phase 1 block 2, will bond for remaining improvements.

Public comments: [6:30:38 PM](#) none

Martinez asks about the live/work units, projected rent/sale. Watson, sale price is \$900,000.

[6:31:46 PM](#) Husbands, would like to see affordable units, for people that are trying to make a living.

Thea asks when phase 2 block 2 will be done. Watson, 1 ½ years away from starting that phase.

[6:35:18 PM](#) **Linnet moves to approve final plat for Sweetwater block 2 phase 1, conditions A-E are met, seconded by Husbands. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

[6:36:39 PM](#) **Linnet moves to approve Resolution 2023-068, security agreement, Martinez seconds. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

PH 142 *Consideration of Ordinance No. _____, a City-Initiated Text Amendment to the Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.05: Official Zoning Map and District Use Matrix, Section 17.05.040: District Use Matrix, to include amendments and additions to modernize the matrix requirements* **ACTION ITEM**

[6:37:47 PM](#) Davis gives an overview of this item, in 2022, staff began revising the District Use Matrix. Not exhaustive changes in definitions, phase 1 refining, phase 2 bulk requirements.

[6:41:14 PM](#) Linnet, was there any talk about allowing townhouses in LR-1 and LR-2? Davis responds, yes we've had those discussions, will be a future discussion presented to council. Davis, no cottage definitions in this code. But that will be a future amendment to council. Linnet, excited about the bulk requirements, would like to see smaller lot sizes [6:43:41 PM](#) allowing for smaller developments.

Public comments: [6:47:08 PM](#) none.

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[6:47:21 PM](#) Thea asked, Simms comments. Thea appreciates these updates, very clear.

[6:50:56 PM](#) **Thea moves to approve Ord. no. 1325, zoning regulations, Martinez seconds. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, yes.**

[6:52:46 PM](#) **Mayor Burke conducts 1st Reading of Ordinance No. 1325, by title only.**

STAFF REPORTS:

[6:54:06 PM](#) Mike Baledge, concluded Blaine County fire academy, 3 fire fighters graduated, flood waters have receded, later in the week, water will be back up.

[6:54:56 PM](#) England, one officer (Preston Wells) graduated last Monday and officer Jones going to POST.

[6:55:21 PM](#) Horowitz, working on new budget software, ClearGov for upcoming budget process.

[6:55:42 PM](#) Thea, thanks chief England for handling of the recent incident, really respectful and with such grace. Horowitz also thanks the Fire department, heavily involved.

[6:57:16 PM](#) **Motion to adjourn by Martinez, seconded by Thea, motion passed unanimously.**

No quorum on June 12th, will move meeting to Tuesday June 13th.

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AGENDA ITEM SUMMARY

DATE 05/22/2023 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of April 2023 that are set to be paid by contract for May 2023.

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria

Includes all check types
 Includes unprinted checks

Payment Date	Journal Code	Check Issue Date	Check Number	Payee	Check Amount
05/02/2023	C		0	C	36.9
05/02/2023	C		0	N N O I	02.63
05/02/2023	C		0	NC B S I	3,016.7
05/02/2023	C		0	NC S O I INS	10.00
05/02/2023	C	09/2023	120	SI	39,060.6
05/02/2023	C	09/2023	1203	MO N IN S B N	3,632.7
05/02/2023	C		0	I O S COMMI	.7
05/02/2023	C	09/2023	1202	. . N SSOCI	1,236.9
05/02/2023	C		0	S	117.3
05/02/2023	C	09/2023	120	Nation ide 7 oth	1,627.7
05/02/2023	C	09/2023	397	C I S O C I	93.9
05/02/2023	C	11/2023	1123	C I O S S, I	1,371.1
05/02/2023	C	11/2023	112	CON ,M M I	1,711.7
05/02/2023	C	11/2023	112	O O I , IS	2,710.6
05/02/2023	C	11/2023	1126	OM , NNI	1,369.9
05/02/2023	C	11/2023	1127	S O S, B C	2,260.71
05/02/2023	C	11/2023	112	N, N	1,207.0
05/02/2023	C	11/2023	1129	I I , NIS M I	309.99
05/02/2023	C	11/2023	1130	IS, OB N	1,711.0
05/02/2023	C	11/2023	1131	O NSON, MIC	62.7
05/02/2023	C	11/2023	1132	OSBO N, C C I M	1,711.0
05/02/2023	C	11/2023	1133	, SSIC	1,713.10
05/02/2023	C	11/2023	113	O I , MI	1,206.6
05/02/2023	C	11/2023	113	B , MIC S	2,312.1
05/02/2023	C	11/2023	1136	BO M N, MIC	26.1
05/02/2023	C	11/2023	1137	I MO , IN	1,706.6
05/02/2023	C	11/2023	113	IN, C IS I NC	1,031.0
05/02/2023	C	11/2023	1139	I S ON, I	719.01
05/02/2023	C	11/2023	110	N N , N	16.0
05/02/2023	C	11/2023	111	N N , B N	107.1
05/02/2023	C	11/2023	112	OO , M S OM	2,197.97
05/02/2023	C	11/2023	113	M N , M S	736.7
05/02/2023	C	11/2023	11	M , OS	17.93
05/02/2023	C	11/2023	11	S, M IN	27.17
05/02/2023	C	11/2023	116	IN , I I .	273.36
05/02/2023	C	11/2023	117	S OC IN , IN I	0.0
05/02/2023	C	11/2023	11	B ,M	1,907.12
05/02/2023	C	11/2023	119	SB N S, I I	21.90
05/02/2023	C	11/2023	110	INN ,S M	06.16
05/02/2023	C	11/2023	111	M IN , N	02.1
05/02/2023	C	11/2023	112	, N	71.90
05/02/2023	C	11/2023	113	C O , OS M	1,339.6
05/02/2023	C	11/2023	11	BN , ON	1,001.17
05/02/2023	C	11/2023	11	e O , IS	1,011.26
05/02/2023	C	11/2023	116	I N, N M	7.96
05/02/2023	C	11/2023	117	C , IS IN M	1,119.9
05/02/2023	C	11/2023	11	O BIS, MIC	1,321.12
05/02/2023	C	11/2023	119	IN, MI I O	202.19
05/02/2023	C	11/2023	1160	IN ,C O	236.2
05/02/2023	C	11/2023	1161	IM OS ,	1,223.32
05/02/2023	C	11/2023	1162	S O , NON MIC	902.13
05/02/2023	C	11/2023	1163	I, IN	737.2
05/02/2023	C	11/2023	116	B IS, MO N IC	1,921.20
05/02/2023	C	11/2023	116	C N S, S O	1,972.01

Payment Date	Journal Code	Check Issue Date	Check Number	Description	Debit	Credit	Amount
05/09/2023	C	05/11/2023	1166	CO, C S	161		2,676.09
05/09/2023	C	05/11/2023	1167	N N, S	13		2,610.00
05/09/2023	C	05/11/2023	1168	ON S, I M I	1		1,900.00
05/09/2023	C	05/11/2023	1169	OS, C IS IN M	012		1,922.00
05/09/2023	C	05/11/2023	1170	IN M N, MI C	163		1,700.00
05/09/2023	C	05/11/2023	1171	N, OS	1		2,190.00
05/09/2023	C	05/11/2023	1172	ON S, M N	100	10	1,312.00
05/09/2023	C	05/11/2023	1173	ONS, ICO	119		1,776.29
05/09/2023	C	05/11/2023	1174	C, O	167		3,012.22
05/09/2023	C	05/11/2023	1175	S, IMO B C	100	190	1,910.00
05/09/2023	C	05/11/2023	1176	C, S N	10		2,069.91
05/09/2023	C	05/11/2023	1177	S, SON NI	10		1,632.00
05/09/2023	C	05/11/2023	1178	I, IN	12		2,127.76
05/09/2023	C	05/11/2023	1179	NO, N NC	00		1,193.00
05/09/2023	C	05/11/2023	1180	M S, M I C	21		1,290.02
05/09/2023	C	05/11/2023	1181	I I MS, MI NN	023		1,910.00
05/09/2023	C	05/11/2023	1182	, B I N	107		2,321.91
05/09/2023	C	05/11/2023	1183	OM, O N	097		1,776.71
05/09/2023	C	05/11/2023	1184	ONS ON, IM	23		2,171.07
05/09/2023	C	05/11/2023	1185	N M NN, NI	173		910.00
05/09/2023	C	05/11/2023	1186	S, M S	20		1,677.17
05/09/2023	C	05/11/2023	1187	SC, S N	226		2,960.00
05/09/2023	C	05/11/2023	1188	S III, IN SON	23		2,329.00
05/09/2023	C	05/11/2023	1189	MB I, OS	7023		2,179.17
05/09/2023	C	05/11/2023	1190	S O, B SON	2		2,273.00
05/09/2023	C	05/11/2023	1191	O O, S N	036		1,971.00
05/09/2023	C	05/11/2023	1192	C, MIC NNIS	070		1,700.00
05/09/2023	C	05/11/2023	1193	SC MI, OB	071		1,300.00
05/09/2023	C	05/11/2023	1194	S O S, O	70		1,900.00
05/09/2023	C	05/11/2023	1195	N, INC	700		1,220.00
05/09/2023	C	05/11/2023	1196	B IN, M I M	26		1,737.00
05/09/2023	C	05/11/2023	1197	B IS, M INC	22		2,011.00
05/09/2023	C	05/11/2023	1198	ISON, S N	100	0	1,213.00
05/09/2023	C	05/11/2023	1199	O N, IS	072		2,037.11
05/09/2023	C	05/11/2023	1200	SON, IS	121		1,293.00
05/09/2023	C	05/11/2023	1201	INC N, B I N	100	071	1,731.76
Grand Totals							206,900.60
							90

Includes all check types

Includes unprinted checks

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4409 A.W. REHN & ASSOCIATES											
12453	1	April 2023 - FSA Admin Fee	Invoice	05/03/2023	05/22/2023	33.33	33.33	100-15-41215		523	1
12453	2	April 2023 - FSA Admin Fee	Invoice	05/03/2023	05/22/2023	33.33	33.33	200-15-41215		523	1
12453	3	April 2023 - FSA Admin Fee	Invoice	05/03/2023	05/22/2023	33.34	33.34	210-15-41215		523	1
IN0000	1	IN0000175498 COBRA, CABRITO	Invoice	04/30/2023	05/22/2023	25.00	25.00	100-40-41215		523	1
Total 4409 A.W. REHN & ASSOCIATES:						125.00	125.00				
50323 ACTIVE 911, INC											
477539	1	Inv # 477539 dues	Invoice	03/10/2023	05/22/2023	495.00	495.00	100-55-41711		523	1
Total 50323 ACTIVE 911, INC:						495.00	495.00				
4089 ADVANCED SIGN LLC											
610000	1	6100007357-1 ADOPT A PROGRAM SIGNAGE	Invoice	05/03/2023	05/22/2023	135.99	135.99	100-50-41403		523	1
Total 4089 ADVANCED SIGN LLC:						135.99	135.99				
1913 AMAZON CAPITAL SERVICES											
11MJ-	1	#11MJ-W6XV-GJ4F SERVICE TRUCK TOOL BOXES	Invoice	05/10/2023	05/22/2023	1,479.95	1,479.95	210-70-41415		523	1
161Y-W	1	#161Y-W3D1-DWGD LAB MATERIAL WW	Invoice	05/13/2023	05/22/2023	898.99	898.99	210-70-41795		523	1
17W1-1	1	17W1-1RX6-PFXQ DOOR HANGERS FOR WATER	Invoice	05/07/2023	05/22/2023	16.66	16.66	100-42-41215		523	1
17W1-1	2	17W1-1RX6-PFXQ DOOR HANGERS FOR WATER	Invoice	05/07/2023	05/22/2023	16.66	16.66	200-42-41215		523	1
17W1-1	3	17W1-1RX6-PFXQ DOOR HANGERS FOR WATER	Invoice	05/07/2023	05/22/2023	16.66	16.66	210-42-41215		523	1
17W1-1	4	17W1-1RX6-PFXQ CLIP BOARD REPLACEMENT	Invoice	05/07/2023	05/22/2023	10.54	10.54	100-50-41215		523	1
1N6C-P	1	#1N6C-PX97-3LJJ USB ADAPTER/HARD DRIVE AN	Invoice	05/08/2023	05/22/2023	34.87	34.87	100-25-41215		523	1
1PY6-T	1	CDD Supplies	Invoice	05/15/2023	05/22/2023	233.31	233.31	100-20-41211		523	1
1TD7-K	1	ODP Grant teen books	Invoice	05/02/2023	05/22/2023	48.47	48.47	100-45-41549	22.45.0002.1	523	1
Total 1913 AMAZON CAPITAL SERVICES:						2,756.11	2,756.11				
5013 AMERICAN TOWER CORPORATION											
410624	1	DELLA MT TOWER RENTAL 05/1/23 410624018 UTI	Invoice	05/01/2023	05/22/2023	753.86	753.86	200-60-41713		523	1
410624	2	DELLA MT TOWER RENTAL 05/1/23 410624018 UTI	Invoice	05/01/2023	05/22/2023	42.07	42.07	100-42-41713		523	1
410624	3	DELLA MT TOWER RENTAL 05/1/23 410624018 UTI	Invoice	05/01/2023	05/22/2023	42.08	42.08	200-42-41713		523	1
410624	4	DELLA MT TOWER RENTAL 05/1/23 410624018 UTI	Invoice	05/01/2023	05/22/2023	42.08	42.08	210-42-41713		523	1
410624	1	DELLA MT TOWER RENTAL 05/1/23 410624473 UTI	Invoice	05/01/2023	05/22/2023	12.50	12.50	200-60-41713		523	1
410624	2	DELLA MT TOWER RENTAL 05/1/23 410624473 UTI	Invoice	05/01/2023	05/22/2023	4.16	4.16	100-42-41713		523	1
410624	3	DELLA MT TOWER RENTAL 05/1/23 410624473 UTI	Invoice	05/01/2023	05/22/2023	4.17	4.17	200-42-41713		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
410624	4	DELLA MT TOWER RENTAL 05/1/23 410624473 UTI	Invoice	05/01/2023	05/22/2023	4.17	4.17	210-42-41713		523	1
Total 5013 AMERICAN TOWER CORPORATION:						905.09	905.09				
215 ARNOLD MACHINERY COMPANY											
PX100	1	PX1000262-1 O-RING, WASER, SEALING KIT RET	Invoice	06/02/2022	06/27/2022	328.51-	328.51-	100-40-41405		622	1
Total 215 ARNOLD MACHINERY COMPANY :						328.51-	328.51-				
6917 AT&T MOBILITY LLC											
04/23/2	1	MONTHLY WIRELESS SERVICE - WATER	Invoice	04/23/2023	05/22/2023	344.32	344.32	200-60-41713		523	1
Total 6917 AT&T MOBILITY LLC:						344.32	344.32				
50485 BANCORP BANK											
594318	1	2ND LEASE PMT 22 INTERCEPT/1ST LEASE PMT	Invoice	04/28/2023	05/22/2023	45,204.10	45,204.10	100-25-41529		523	1
Total 50485 BANCORP BANK:						45,204.10	45,204.10				
5977 BLAINE COUNTY EMERGENCY COMM											
HPD-F	1	#HPDFY2023 700 MHZ RADIOS MOBILS/PORTABL	Invoice	04/06/2023	05/22/2023	5,400.00	5,400.00	100-25-41415		523	1
Total 5977 BLAINE COUNTY EMERGENCY COMM:						5,400.00	5,400.00				
50380 BOULDER MOUNTAIN HEATING											
15755	1	15755 Library-new filters batteries and reset thermost	Invoice	05/08/2023	05/22/2023	316.00	316.00	100-45-41413		523	1
Total 50380 BOULDER MOUNTAIN HEATING:						316.00	316.00				
5221 BRENNAN'S CARPET											
2/10/20	1	Flooring -Library Restrooms - Final payment	Invoice	02/10/2023	05/22/2023	1,844.03	1,844.03	210-42-41413	23.45.0004.1	523	1
Total 5221 BRENNAN'S CARPET:						1,844.03	1,844.03				
253 BUFFALO ELECTRIC											
15962	1	#15962 3RD AVE CHANGE PHASE FOR GENERAT	Invoice	05/09/2023	05/22/2023	180.00	180.00	200-60-41325		523	1
Total 253 BUFFALO ELECTRIC:						180.00	180.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
6051 CENTURY LINK											
640370	1	9814 260B long distance	Invoice	05/01/2023	05/22/2023	1.78	1.78	100-15-41713		523	1
640370	2	9814 260B long distance	Invoice	05/01/2023	05/22/2023	1.78	1.78	200-15-41713		523	1
640370	3	9814 260B long distance	Invoice	05/01/2023	05/22/2023	1.78	1.78	210-15-41713		523	1
640370	4	9814 260B long distance	Invoice	05/01/2023	05/22/2023	1.78	1.78	100-25-41713		523	1
640370	5	9814 260B long distance	Invoice	05/01/2023	05/22/2023	1.78	1.78	100-20-41713		523	1
640370	6	9814 260B long distance- 33.33%	Invoice	05/01/2023	05/22/2023	.60	.60	100-42-41713		523	1
640370	7	9814 260B long distance- 33.33%	Invoice	05/01/2023	05/22/2023	.59	.59	200-42-41713		523	1
640370	8	9814 260B long distance- 33.33%	Invoice	05/01/2023	05/22/2023	.59	.59	210-42-41713		523	1
640370	9	211 125B LONG DIST- Water Dept	Invoice	05/01/2023	05/22/2023	.89	.89	210-70-41713		523	1
640370	10	2211 125B LONG DIST- Water Dept	Invoice	05/01/2023	05/22/2023	.89	.89	200-60-41713		523	1
640370	11	3147 220B LONG DISTANCE: FIRE DEPT	Invoice	05/01/2023	05/22/2023	1.78	1.78	100-55-41713		523	1
640370	12	5965-737B LONG DIST- STREET SHOP	Invoice	05/01/2023	05/22/2023	1.75	1.75	100-40-41713		523	1
Total 6051 CENTURY LINK:						15.99	15.99				
5702 CINTAS											
415075	1	4150755534 UNIFORM SERVICES ST.	Invoice	03/28/2023	05/22/2023	55.55	55.55	100-40-41703		523	1
415140	1	4151405540 UNIFORM SERVICES ST.	Invoice	04/04/2023	05/22/2023	55.55	55.55	100-40-41703		523	1
415211	1	4152111411 UNIFORM SERVICES ST.	Invoice	04/11/2023	05/22/2023	55.55	55.55	100-40-41703		523	1
415281	1	4152818747 UNIFORM SERVICES ST.	Invoice	04/18/2023	05/22/2023	410.98	410.98	100-40-41703		523	1
415355	1	4153550492 UNIFORM SERVICES ST.	Invoice	04/25/2023	05/22/2023	35.00	35.00	100-40-41703		523	1
415422	1	4154228769 UNIFORM SERVICES ST.	Invoice	05/02/2023	05/22/2023	36.10	36.10	100-40-41703		523	1
515589	1	5155895068 FIRST AID SUPPLIES	Invoice	04/27/2023	05/22/2023	92.13	92.13	100-40-41215		523	1
Total 5702 CINTAS:						740.86	740.86				
974 CITY OF HAILEY GENERAL FUND											
111844	1	111844894 DESIGN REVIEW AND VACATION FEE	Invoice	04/30/2023	05/22/2023	2,005.60	2,005.60	200-60-41513		523	1
Total 974 CITY OF HAILEY GENERAL FUND :						2,005.60	2,005.60				
4551 CIVIL SCIENCE, INC.											
16977/	1	CROY TO QUIGLEY PATH - PROGRESS REPORT 1	Invoice	04/25/2023	05/22/2023	1,807.44	1,807.44	120-40-41549	21.40.0003.1	523	1
Total 4551 CIVIL SCIENCE, INC.:						1,807.44	1,807.44				
7000 CLEARWATER LANDSCAPING											
23-042	1	23-042131 FOX ACRES ROUNDABOUT 1/6	Invoice	04/15/2023	05/22/2023	400.00	400.00	100-50-41325		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 7000 CLEARWATER LANDSCAPING:						400.00	400.00				
5961 CLEARWATER POWER EQUIPMENT LLC											
41026	1	41026 CHAINSAWS - SPARK PLUGS, AIR FILTERS	Invoice	04/24/2023	05/22/2023	34.86	34.86	100-40-41405		523	1
41117	1	41117 AIR FILTER	Invoice	04/25/2023	05/22/2023	7.04	7.04	100-40-41405		523	1
41246	1	41246 AIR FILTER SERVICE KIT	Invoice	04/27/2023	05/22/2023	9.57	9.57	100-40-41405		523	1
41783	1	41783 STIHL BACKPACK BLOWER - SPARK PLUG,	Invoice	05/03/2023	05/22/2023	74.75	74.75	100-50-41405		523	1
41795	1	41795 CHAINSAW OIL PUMP ASSEMBLY	Invoice	05/03/2023	05/22/2023	146.03	146.03	100-40-41405		523	1
42415	1	42415 STIHL STRING TRIMMER - SPARK PLUG, F	Invoice	05/12/2023	05/22/2023	79.81	79.81	100-50-41405		523	1
42419	1	42419 STIHL BACKPACK BLOWER - SPARK PLUG,	Invoice	05/12/2023	05/22/2023	89.29	89.29	100-50-41405		523	1
42557	1	42557 HONDA PRESSURE WASHER - ELEMENT A	Invoice	05/15/2023	05/22/2023	136.71	136.71	100-50-41405		523	1
42558	1	42558 ECHO BACK PACK BLOWER - SPARK PLUG	Invoice	05/15/2023	05/22/2023	92.18	92.18	100-50-41405		523	1
42575	1	42575 ECHO BACK PACK BLOWER - FUEL FILTER,	Invoice	05/15/2023	05/22/2023	89.97	89.97	100-50-41405		523	1
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						760.21	760.21				
4948 CONE, MARY											
34703	1	IIMC Annual Conference May 14-18 Per Diem	Invoice	02/16/2023	05/22/2023	87.17	87.17	100-15-41724		523	1
34703	2	IIMC Annual Conference May 14-18 Per Diem	Invoice	02/16/2023	05/22/2023	87.17	87.17	200-15-41724		523	1
34703	3	IIMC Annual Conference May 14-18 Per Diem	Invoice	02/16/2023	05/22/2023	87.16	87.16	210-15-41724		523	1
Total 4948 CONE, MARY:						261.50	261.50				
337 COPY & PRINT LLC											
12528	1	12528 WW VAUGHN BUSINESS CARDS	Invoice	05/09/2023	05/22/2023	35.00	35.00	210-70-41211		523	1
12599	1	12599 WW AMBRIZ AND SHOTSWELL BUSINESS	Invoice	05/12/2023	05/22/2023	70.00	70.00	210-70-41211		523	1
126175	1	Inv 126175 8 cases copy paper - library	Invoice	05/05/2023	05/22/2023	559.84	559.84	100-45-41215		523	1
25	1	#25 ROB MIKE TATER BUSINESS CARDS WW	Invoice	05/05/2023	05/22/2023	127.50	127.50	210-70-41323		523	1
Total 337 COPY & PRINT LLC:						792.34	792.34				
972 COX COMMUNICATIONS											
05/01/2	1	001 2401 200477401 MAIN 33%	Invoice	05/01/2023	05/22/2023	25.20	25.20	100-42-41713		523	1
05/01/2	2	001 2401 200477401 MAIN 33%	Invoice	05/01/2023	05/22/2023	25.20	25.20	200-42-41713		523	1
05/01/2	3	001 2401 200477401 MAIN 33%	Invoice	05/01/2023	05/22/2023	25.20	25.20	210-42-41713		523	1
05/01/2	4	001 2401 200477401 Library	Invoice	05/01/2023	05/22/2023	113.40	113.40	100-45-41713		523	1
05/01/2	5	027815002 Library	Invoice	05/01/2023	05/22/2023	173.99	173.99	100-45-41713		523	1
05/01/2	6	027815002 Library e-rate discount	Invoice	05/01/2023	05/22/2023	110.39-	110.39-	100-45-41713		523	1
05/01/2	7	0205236602 STREET	Invoice	05/01/2023	05/22/2023	167.74	167.74	100-40-41713		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
05/01/2	8	039605901 HPD	Invoice	05/01/2023	05/22/2023	232.99	232.99	100-25-41713		523	1
05/01/2	9	035971201 WELCOME CTR	Invoice	05/01/2023	05/22/2023	79.00	79.00	100-10-41717		523	1
05/01/2	10	205095301 HFD	Invoice	05/01/2023	05/22/2023	69.00	69.00	100-55-41717		523	1
Total 972 COX COMMUNICATIONS:						801.33	801.33				
934 CPS											
020003	1	#0200030-30-IN BELT FOR NEW BLOWER WW	Invoice	05/15/2023	05/22/2023	698.85	698.85	210-70-41405		523	1
Total 934 CPS:						698.85	698.85				
177 CUES INCORPORATED											
634434	1	#634434 PARTS FOR SEWER CAMERA WW	Invoice	04/27/2023	05/22/2023	1,556.80	1,556.80	210-70-41403		523	1
Total 177 CUES INCORPORATED:						1,556.80	1,556.80				
1062 DELL MARKETING L.P.											
106669	1	PowerEdge R750 Server	Invoice	04/11/2023	05/22/2023	2,925.22	2,925.22	100-15-41533		523	1
106669	2	PowerEdge R750 Server	Invoice	04/11/2023	05/22/2023	2,925.22	2,925.22	200-15-41533		523	1
106669	3	PowerEdge R750 Server	Invoice	04/11/2023	05/22/2023	2,925.21	2,925.21	210-15-41533		523	1
Total 1062 DELL MARKETING L.P. :						8,775.65	8,775.65				
601 DEMCO											
311804	1	31180453 shelving teen area	Invoice	04/28/2023	05/22/2023	204.96	204.96	100-45-41549	22.45.0002.1	523	1
Total 601 DEMCO:						204.96	204.96				
781 DIGLINE											
007134	1	#0071345-IN DIGLINE FEES WW.	Invoice	04/30/2023	05/22/2023	72.00	72.00	210-70-41325		523	1
007134	2	#0071345-IN DIGLINE FEES W.	Invoice	04/30/2023	05/22/2023	71.99	71.99	200-60-41325		523	1
Total 781 DIGLINE:						143.99	143.99				
6491 EASY TOWING, LLC											
54325	1	#54325 TOW 2003 CHEVY TK#6027	Invoice	04/25/2023	05/22/2023	125.00	125.00	200-60-41415		523	1
Total 6491 EASY TOWING, LLC:						125.00	125.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
3094 ENERGY LABORATORIES, INC.											
548780	1	#548780 DIGESTER LAB TESTING WW	Invoice	05/02/2023	05/22/2023	104.00	104.00	210-70-41795		523	1
Total 3094 ENERGY LABORATORIES, INC.:						104.00	104.00				
348 FEDERAL EXPRESS											
8-120-3	1	8-120-38867 Title One - 410 N River Sublot 8	Invoice	05/04/2023	05/22/2023	11.62	11.62	100-15-41215		523	1
8-120-3	2	8-120-38867 Title One - 410 N River Sublot 8	Invoice	05/04/2023	05/22/2023	11.62	11.62	200-15-41215		523	1
8-120-3	3	8-120-38867 Title One - 410 N River Sublot 8	Invoice	05/04/2023	05/22/2023	11.62	11.62	210-15-41215		523	1
Total 348 FEDERAL EXPRESS :						34.86	34.86				
1584 FIRST BANKCARD - BALEDGE											
02747	1	IDAHO FIRE CHIEFS MEMBER APPLIATION DUES	Invoice	04/11/2023	05/22/2023	110.00	110.00	100-55-41711		523	1
02748	1	IDAHO FIRE CHIEFS INV # 02748 MEMBER APPLI	Invoice	04/11/2023	05/22/2023	110.00	110.00	100-55-41711		523	1
064994	1	Galls CREDIT FOR ORDER ON BOOTS NEVER RE	Invoice	04/16/2023	05/22/2023	139.32-	139.32-	100-55-41703		523	1
114-04	1	Amazon order 4020266 BATTERIES	Invoice	03/30/2023	05/22/2023	151.38	151.38	100-55-41215		523	1
114-08	1	Amazon # 5888268 BATTERIES	Invoice	03/30/2023	05/22/2023	117.98	117.98	100-55-41215		523	1
114-84	1	Amazon order 0463449 ENGRAVED PLATES	Invoice	03/30/2023	05/22/2023	50.78	50.78	100-55-41215		523	1
429063	1	National FireFighter thermometer replacement wildla	Invoice	03/30/2023	05/22/2023	66.83	66.83	100-55-41405		523	1
858552	1	HELLS CANYON ACCOUNT # 858552712 ROOM C	Invoice	04/16/2023	05/22/2023	392.00	392.00	100-55-41724		523	1
Total 1584 FIRST BANKCARD - BALEDGE:						859.65	859.65				
5372 FIRST BANKCARD - CONE											
E0100	1	E0100N0B8A MICROSOFT LICENSES	Invoice	04/20/2023	05/22/2023	70.96	70.96	100-15-41215		523	1
E0100	2	E0100N0B8A MICROSOFT LICENSES	Invoice	04/20/2023	05/22/2023	70.96	70.96	200-15-41215		523	1
E0100	3	E0100N0B8A MICROSOFT LICENSES	Invoice	04/20/2023	05/22/2023	70.96	70.96	210-15-41215		523	1
INV202	1	INV20230420100532002 CALLINGPOST	Invoice	04/20/2023	05/22/2023	22.66	22.66	100-15-41323		523	1
INV202	2	INV20230420100532002 CALLINGPOST	Invoice	04/20/2023	05/22/2023	22.66	22.66	200-15-41323		523	1
INV202	3	INV20230420100532002 CALLINGPOST	Invoice	04/20/2023	05/22/2023	22.66	22.66	210-15-41323		523	1
REMO	1	Remote PC - 50 Computers Yearly	Invoice	05/11/2023	05/22/2023	99.83	99.83	100-15-41533		523	1
REMO	2	Remote PC - 50 Computers Yearly	Invoice	05/11/2023	05/22/2023	99.83	99.83	200-15-41533		523	1
REMO	3	Remote PC - 50 Computers Yearly	Invoice	05/11/2023	05/22/2023	99.84	99.84	210-15-41533		523	1
Total 5372 FIRST BANKCARD - CONE:						580.36	580.36				
5618 FIRST BANKCARD - DAVIS (9902)											
4248A	1	Emily: Motel6 Lodge	Invoice	04/11/2023	05/22/2023	76.93	76.93	100-20-41724		523	1
608857	1	AIC Training Leadership Academy	Invoice	04/17/2023	05/22/2023	650.00	650.00	100-20-41723		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
TETON	1	Cece- Teton Valley Lodging	Invoice	04/11/2023	05/22/2023	211.90	211.90	100-20-41724		523	1
Total 5618 FIRST BANKCARD - DAVIS (9902):						938.83	938.83				
5429 FIRST BANKCARD - DREWIEN											
01657	1	Inv 01657 Idaho Library Assn Annual Dues	Invoice	04/10/2023	05/22/2023	150.00	150.00	100-45-41711		523	1
01717	1	Inv 01717 Registration ILA Spring Conf	Invoice	04/17/2023	05/22/2023	15.00	15.00	100-45-41724		523	1
984927	1	98492718 Cricut supplies	Invoice	04/10/2023	05/22/2023	27.06	27.06	100-45-41215		523	1
Total 5429 FIRST BANKCARD - DREWIEN:						192.06	192.06				
5789 FIRST BANKCARD - ENGLAND											
012744	1	AIRPORT PARKING TRAINING LUNA/CERVANTES	Invoice	04/11/2023	05/22/2023	42.00	42.00	100-25-41724		523	1
03/30/2	1	TRITECH FORENSIC CREDIT	Invoice	03/30/2023	05/22/2023	479.00-	479.00-	100-25-41723		523	1
04/06/2	1	VALLEY CAR WASH HPD VEHICLES	Invoice	04/06/2023	05/22/2023	10.00	10.00	100-25-41415		523	1
04/11/2	1	SQ STRICKLAND -TRAINING TRANSPORT LUNA/C	Invoice	04/11/2023	05/22/2023	200.00	200.00	100-25-41724		523	1
04/19/2	1	CACTUS GRILL PER DIEM TODD PECK FOR CLAS	Invoice	04/19/2023	05/22/2023	19.28	19.28	100-25-41724		523	1
478760	1	SUBWAY - PER DIEM FOR TODD PECK CLASS	Invoice	04/20/2023	05/22/2023	18.02	18.02	100-25-41724		523	1
Total 5789 FIRST BANKCARD - ENGLAND:						189.70-	189.70-				
6052 FIRST BANKCARD - HFD EXTRA (5148)											
23BSF	1	ENGINE CO OPERATION TRAINING	Invoice	04/13/2023	05/22/2023	575.00	575.00	100-55-41723		523	1
Total 6052 FIRST BANKCARD - HFD EXTRA (5148):						575.00	575.00				
1588 FIRST BANKCARD - HOROWITZ											
04/21/2	1	Idaho Statesman Subscription	Invoice	04/21/2023	05/22/2023	.33	.33	100-15-41711		523	1
04/21/2	2	Idaho Statesman Subscription	Invoice	04/21/2023	05/22/2023	.33	.33	200-15-41711		523	1
04/21/2	3	Idaho Statesman Subscription	Invoice	04/21/2023	05/22/2023	.34	.34	210-15-41711		523	1
115135	1	115135 Teton Valley Cabins - Juan Martinez	Invoice	04/14/2023	05/22/2023	65.40	65.40	100-15-41724		523	1
115135	2	115135 Teton Valley Cabins - Juan Martinez	Invoice	04/14/2023	05/22/2023	65.40	65.40	200-15-41724		523	1
115135	3	115135 Teton Valley Cabins - Juan Martinez	Invoice	04/14/2023	05/22/2023	65.40	65.40	210-15-41724		523	1
230426	1	2304260026 Guppies Hot Rod Grille	Invoice	04/26/2023	05/22/2023	13.81	13.81	100-15-41724		523	1
230426	2	2304260026 Guppies Hot Rod Grille	Invoice	04/26/2023	05/22/2023	13.81	13.81	200-15-41724		523	1
230426	3	2304260026 Guppies Hot Rod Grille	Invoice	04/26/2023	05/22/2023	13.81	13.81	210-15-41724		523	1
347763	1	347763099 GoTo Meeting	Invoice	04/16/2023	05/22/2023	25.33	25.33	100-15-41711		523	1
347763	2	347763099 GoTo Meeting	Invoice	04/16/2023	05/22/2023	25.33	25.33	200-15-41711		523	1
347763	3	347763099 GoTo Meeting	Invoice	04/16/2023	05/22/2023	25.34	25.34	210-15-41711		523	1
MC132	1	MC13261771 MAILCHIMP	Invoice	05/04/2023	05/22/2023	23.00	23.00	100-15-41711		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
MC132	2	MC13261771 MAILCHIMP	Invoice	05/04/2023	05/22/2023	23.00	23.00	200-15-41711		523	1
MC132	3	MC13261771 MAILCHIMP	Invoice	05/04/2023	05/22/2023	23.00	23.00	210-15-41711		523	1
Total 1588 FIRST BANKCARD - HOROWITZ:						383.63	383.63				
5378 FIRST BANKCARD - HPD EXTRA (4455)											
004699	1	FLOWERS FOR FORMER CHIEF WIDOW WIFE	Invoice	04/15/2023	05/22/2023	77.37	77.37	100-25-41215		523	1
287712	1	VALLEY CAR WASH HPD VEHICLE	Invoice	04/14/2023	05/22/2023	10.00	10.00	100-25-41415		523	1
287717	1	VALLEY CAR WASH HPD VEHICLE	Invoice	04/14/2023	05/22/2023	10.00	10.00	100-25-41415		523	1
Total 5378 FIRST BANKCARD - HPD EXTRA (4455):						97.37	97.37				
722 FRANKLIN BUILDING SUPPLY											
163454	1	#1634547 PRE-BENT METAL	Invoice	04/27/2023	05/22/2023	111.57	111.57	200-60-41413		523	1
Total 722 FRANKLIN BUILDING SUPPLY:						111.57	111.57				
996 FREEDOM MAILING SERVICES											
45234	1	45234 Bill Processing, Folding & Inserting Newsletter	Invoice	05/02/2023	05/22/2023	604.82	604.82	100-15-41323		523	1
45234	2	45234 Bill Processing, Folding & Inserting Newsletter	Invoice	05/02/2023	05/22/2023	604.82	604.82	200-15-41323		523	1
45234	3	45234 Bill Processing, Folding & Inserting Newsletter	Invoice	05/02/2023	05/22/2023	604.81	604.81	210-15-41323		523	1
45269	1	45269 Delinquent Notices & Postage	Invoice	05/05/2023	05/22/2023	39.98	39.98	100-15-41323		523	1
45269	2	45269 Delinquent Notices & Postage	Invoice	05/05/2023	05/22/2023	39.98	39.98	200-15-41323		523	1
45269	3	45269 Delinquent Notices & Postage	Invoice	05/05/2023	05/22/2023	39.99	39.99	210-15-41323		523	1
Total 996 FREEDOM MAILING SERVICES:						1,934.40	1,934.40				
5909 FUGATE, JANET											
050120	1	P&Z Stipend 05/1/23	Invoice	05/01/2023	05/22/2023	100.00	100.00	100-20-41313		523	1
050120	2	P&Z Stipend	Invoice	05/01/2023	05/22/2023	50.00	50.00	200-10-41313		523	1
050120	3	P&Z Stipend 2	Invoice	05/01/2023	05/22/2023	50.00	50.00	210-10-41313		523	1
Total 5909 FUGATE, JANET:						200.00	200.00				
101 GALENA-BENCHMARK ENGINEERING											
0423-0	1	4/22 0423-032 McKERCHER BLVD. ROW IMPR. - M	Invoice	04/22/2023	05/22/2023	1,736.50	1,736.50	120-40-41549	10.15.0002.1	523	1
Total 101 GALENA-BENCHMARK ENGINEERING:						1,736.50	1,736.50				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
6542 GARCIA, BEATRIZ											
REFUN	1	TCW DESPOSIT REFUND	Invoice	05/08/2023	05/22/2023	50.00	50.00	100-00-32265		523	1
Total 6542 GARCIA, BEATRIZ:						50.00	50.00				
369 GEM STATE WELDERS SUPPLY INC.											
215060	1	215060 CYLINDER FUEL	Invoice	04/30/2023	05/22/2023	18.60	18.60	100-40-41719		523	1
215061	1	#215061 TANK RENTAL FEE WW	Invoice	04/30/2023	05/22/2023	55.80	55.80	210-70-41775		523	1
215062	1	#215062 TANK RENTAL FEE W.	Invoice	04/30/2023	05/22/2023	9.30	9.30	200-60-41791		523	1
Total 369 GEM STATE WELDERS SUPPLY INC. :						83.70	83.70				
1975 GUFFY'S GUN & PAWN											
230511	1	#230511-939-0 Qty 100/20 round box of bullets	Invoice	05/11/2023	05/22/2023	880.00	880.00	100-25-41527		523	1
Total 1975 GUFFY'S GUN & PAWN:						880.00	880.00				
763 HAILEY PAINT AND SUPPLY											
11379	1	11379 SWARCO TRAFFIC PAINT RED & WHITE	Invoice	04/13/2023	05/22/2023	2,720.00	2,720.00	100-40-41403		523	1
Total 763 HAILEY PAINT AND SUPPLY :						2,720.00	2,720.00				
5410 HDR ENGINEERING INC											
120051	1	1200517354 FACILITY PLANNING STUDY - UV EQ	Invoice	04/20/2023	05/22/2023	4,486.97	4,486.97	230-75-41549		523	1
120052	1	1200520475 WW COLLECTION MASTER PLAN - R	Invoice	05/11/2023	05/22/2023	619.57	619.57	210-70-41321	23.70.0001.1	523	1
Total 5410 HDR ENGINEERING INC:						5,106.54	5,106.54				
268 HIAWATHA CANAL COMPANY											
2023-2	1	2023-22 MINIMUM ASSESSMENT FOR WATER	Invoice	04/20/2023	05/22/2023	100.00	100.00	200-60-41711		523	1
2023-2	2	2023-22 PER INCH FOR WATER	Invoice	04/20/2023	05/22/2023	379.50	379.50	200-60-41711		523	1
2023-3	1	2023-33 MINIMUM ASSESSMENT FOR WATER	Invoice	04/20/2023	05/22/2023	100.00	100.00	200-60-41711		523	1
2023-3	2	2023-33 PER INCH FOR WATER	Invoice	04/20/2023	05/22/2023	3,783.45	3,783.45	200-60-41711		523	1
Total 268 HIAWATHA CANAL COMPANY:						4,362.95	4,362.95				
8069 HILLSIDE AUTO											
42158	1	#42158 NEUTRAL SAFTY SWITCH, BELTS, WATER	Invoice	04/26/2023	05/22/2023	1,105.83	1,105.83	200-60-41415		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 8069 HILLSIDE AUTO:						1,105.83	1,105.83				
1779 HOLTZEN, KURT											
576509	1	REIMBURSEMENT DRINKING WATER 3 LICENSE R	Invoice	05/15/2023	05/22/2023	30.00	30.00	200-60-41723		523	1
Total 1779 HOLTZEN, KURT:						30.00	30.00				
5865 IDAHO DEPARTMENT OF LABOR											
1ST Q	1	UNEMPLOYMENT 1ST Q 2023 - SALDANA	Invoice	05/10/2023	05/22/2023	158.51	158.51	100-50-41128		523	1
Total 5865 IDAHO DEPARTMENT OF LABOR:						158.51	158.51				
671 IDAHO LUMBER & HARDWARE											
944528	1	944528 FILM STRETCH	Invoice	04/25/2023	05/22/2023	49.99	49.99	100-40-41405		523	1
944617	1	#944617 SPRYPAINIT FOR INDIAN CREEK LINE	Invoice	04/26/2023	05/22/2023	25.57	25.57	200-60-41403		523	1
944679	1	944679 PIPE INSULATION	Invoice	04/26/2023	05/22/2023	2.59	2.59	100-40-41405		523	1
945392	1	#945392 COUPLER & GLOVES	Invoice	05/02/2023	05/22/2023	41.58	41.58	200-60-41403		523	1
946143	1	946143 SUPPLY HOSE	Invoice	05/09/2023	05/22/2023	10.74	10.74	100-40-41405		523	1
946197	1	946197 PINE SOL	Invoice	05/09/2023	05/22/2023	44.97	44.97	100-50-41405		523	1
946225	1	#946225 TRASH BINS FOR PLANT WW	Invoice	05/09/2023	05/22/2023	122.97	122.97	210-70-41419		523	1
946247	1	946247 MAINTENANCE PAINT MIXER, WORK GLO	Invoice	05/10/2023	05/22/2023	27.98	27.98	100-50-41405		523	1
946334	1	Inv# 946334 BUNGEE CORD/TARP FOR RAFT	Invoice	05/10/2023	05/22/2023	71.71	71.71	100-55-41215	23.15.0002.1	523	1
946350	1	946350 SKATE PARK CLEAN UP SUPPLIES	Invoice	05/10/2023	05/22/2023	111.24	111.24	100-50-41405		523	1
946489	1	946489 GARDEN SPRAYER	Invoice	05/11/2023	05/22/2023	19.99	19.99	100-40-41405		523	1
946774	1	946774 WORK GLOVES 6 PAIRS	Invoice	05/15/2023	05/22/2023	83.97	83.97	100-40-41405		523	1
946818	1	#946818 MIXING CONTAINERS FOR PRESSURE T	Invoice	05/15/2023	05/22/2023	13.36	13.36	200-60-41403		523	1
Total 671 IDAHO LUMBER & HARDWARE:						626.66	626.66				
400 IDAHO MOUNTAIN EXPRESS											
04/30/2	1	Ord 1323 - Title 17 Definitions Co-Living Dwelling	Invoice	04/30/2023	05/22/2023	89.24	89.24	100-20-41319		523	1
04/30/2	2	Ord 1324 - Title 17 Map Rezone 31 E McKercher	Invoice	04/30/2023	05/22/2023	282.51	282.51	100-20-41319		523	1
04/30/2	3	04/12, 04/19 - Parks Job Openings	Invoice	04/30/2023	05/22/2023	497.50	497.50	100-50-41319		523	1
04/30/2	4	05/01 - Design Review App by Lido Equities	Invoice	04/30/2023	05/22/2023	58.88	58.88	100-20-41319		523	1
04/30/2	5	05/08 - City Text Amend Title 17.05.040 Matrix Req, F	Invoice	04/30/2023	05/22/2023	96.60	96.60	100-20-41319		523	1
04/30/2	6	04/26 - 05/07 - Public Comment Lot Line Adj. Sewer	Invoice	04/30/2023	05/22/2023	35.88	35.88	210-70-41319		523	1
04/30/2	7	05/15 - City Text Amend Title 16 & 17, Design review	Invoice	04/30/2023	05/22/2023	82.80	82.80	100-20-41319		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 400 IDAHO MOUNTAIN EXPRESS:						1,143.41	1,143.41				
22433 IDAHO POWER											
04/28/2	1	IP 2204414540 Streets	Invoice	04/28/2023	05/22/2023	1,721.81	1,721.81	100-40-41715		523	1
04/28/2	2	IP 2222783132 Hailey Police Dept.	Invoice	04/28/2023	05/22/2023	302.73	302.73	100-25-41717		523	1
04/28/2	3	IP2205094259 Parks	Invoice	04/28/2023	05/22/2023	139.93	139.93	100-50-41717		523	1
04/28/2	4	IP2205094259 Rodeo	Invoice	04/28/2023	05/22/2023	574.84	574.84	100-50-41617		523	1
04/28/2	5	IP2205094259 Ice Rink/Skate	Invoice	04/28/2023	05/22/2023	23.42	23.42	100-50-41617		523	1
04/28/2	6	IP2205094259- Interp	Invoice	04/28/2023	05/22/2023	325.02	325.02	100-10-41717		523	1
04/28/2	7	IP 2207926011 - 113 N River St Compact	Invoice	04/28/2023	05/22/2023	28.66	28.66	100-40-41715		523	1
04/28/2	8	IP Acct#22062003362 Water	Invoice	04/28/2023	05/22/2023	3,603.41	3,603.41	200-60-41717		523	1
04/28/2	9	IP Acct#2206105138 STREET	Invoice	04/28/2023	05/22/2023	56.74	56.74	100-40-41715		523	1
04/28/2	10	IP2207893211 Street- 708 S Main St	Invoice	04/28/2023	05/22/2023	5.31	5.31	100-40-41715		523	1
04/28/2	11	IP 2203575119 Streets	Invoice	04/28/2023	05/22/2023	7.47	7.47	100-40-41715		523	1
04/28/2	12	IP2200663470 control Elm Alley	Invoice	04/28/2023	05/22/2023	5.68	5.68	100-40-41717		523	1
04/28/2	13	IP 2204305425 Street - Traffic Lights	Invoice	04/28/2023	05/22/2023	129.97	129.97	100-40-41717		523	1
04/28/2	14	IP2220558932 - PARKS LION PARK	Invoice	04/28/2023	05/22/2023	16.50	16.50	100-40-41717		523	1
04/28/2	15	IP2221408442 Park - 851 Shenandoah - Balmoral	Invoice	04/28/2023	05/22/2023	7.21	7.21	100-50-41717		523	1
04/28/2	16	IP2226639884 PARKS ARBORATUM	Invoice	04/28/2023	05/22/2023	5.31	5.31	100-50-41717		523	1
04/28/2	17	IP2208020376 - 191 San Badger Dr.	Invoice	04/28/2023	05/22/2023	7.33	7.33	100-50-41717		523	1
Total 22433 IDAHO POWER:						6,961.34	6,961.34				
229 INTEGRATED TECHNOLOGIES											
215087	1	CONTRACT INVOICE # 215087 XEROX	Invoice	05/03/2023	05/22/2023	47.66	47.66	100-55-41325		523	1
Total 229 INTEGRATED TECHNOLOGIES:						47.66	47.66				
4542 KETCHUM COMPUTERS											
19618	1	19618 Admin: Monthly updates, server planning, sou	Invoice	05/01/2023	05/22/2023	354.76	354.76	100-15-41313		523	1
19618	2	19618 Admin: Monthly updates, server planning, sou	Invoice	05/01/2023	05/22/2023	354.76	354.76	200-15-41313		523	1
19618	3	19618 Admin: Monthly updates, server planning, sou	Invoice	05/01/2023	05/22/2023	354.77	354.77	210-15-41313		523	1
19618	4	19618 P.W: Goud Green Remote access to GIS Proje	Invoice	05/01/2023	05/22/2023	165.00	165.00	100-42-41313		523	1
19618	5	19618 P.W: Goud Green Remote access to GIS Proje	Invoice	05/01/2023	05/22/2023	165.00	165.00	200-42-41313		523	1
19618	6	19618 P.W: Goud Green Remote access to GIS Proje	Invoice	05/01/2023	05/22/2023	165.00	165.00	210-42-41313		523	1
19618	7	19618 Parks: Skate Park cameras streaming to websi	Invoice	05/01/2023	05/22/2023	270.00	270.00	100-50-41313		523	1
19618	8	19618 HPD: elmpact install on laptop for SWET integ	Invoice	05/01/2023	05/22/2023	270.00	270.00	100-25-41313		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 4542 KETCHUM COMPUTERS:						2,099.29	2,099.29				
6541 KOUDELKA TIRE LLC											
000019	1	#000019 HPD TIRES FOR HPD 8 HPD 7	Invoice	05/14/2023	05/22/2023	1,878.00	1,878.00	100-25-41415		523	1
Total 6541 KOUDELKA TIRE LLC:						1,878.00	1,878.00				
386 L.L. GREENS											
A69977	1	#A699774 FASTENERS FOR MOUNTING CL2 HEA	Invoice	04/24/2023	05/22/2023	14.20	14.20	200-60-41401		523	1
A69998	1	#A699989 ADHESIVE FOR NORTHRIDGE	Invoice	04/26/2023	05/22/2023	27.98	27.98	200-60-41413		523	1
A70116	1	A701172 - library AA batteries	Invoice	05/06/2023	05/22/2023	10.49	10.49	100-45-41215		523	1
B40647	1	#B406475 ADHESIVE FOR NORTHRIDGE	Invoice	04/26/2023	05/22/2023	25.47	25.47	200-60-41413		523	1
B40738	1	B407389 TCW keys	Invoice	05/08/2023	05/22/2023	3.29	3.29	100-45-41215		523	1
Total 386 L.L. GREENS :						81.43	81.43				
6036 L2 DATA COLLECTION											
3867	1	3867 TRAFFIC DATA COLLECTION : MYRTLE, CAR	Invoice	04/26/2023	05/22/2023	5,800.00	5,800.00	120-40-41549	10.15.0002.1	523	1
Total 6036 L2 DATA COLLECTION:						5,800.00	5,800.00				
258 LARK LABEL LLC											
INV-00	1	INV-000857 HERITAGE TREES SIGNAGE	Invoice	05/09/2023	05/22/2023	376.20	376.20	100-50-41403		523	1
Total 258 LARK LABEL LLC:						376.20	376.20				
8591 LARNA, JARED											
24TRA	1	Per Diem for Jared Larna at Boise Fire Symposium	Invoice	04/19/2023	05/22/2023	206.50	206.50	100-55-41723		523	1
Total 8591 LARNA, JARED:						206.50	206.50				
366 LES SCHWAB TIRE CENTER											
117008	1	11700809335 PARKS FORD RANGER TIRES	Invoice	05/09/2023	05/22/2023	691.84	691.84	100-50-41415		523	1
117008	1	Inv # 11700809396 change over for S51	Invoice	05/09/2023	05/22/2023	99.96	99.96	100-55-41415		523	1
117008	1	Inv # 11700809766 Winter Change over for 51	Invoice	05/11/2023	05/22/2023	99.96	99.96	100-55-41415		523	1
Total 366 LES SCHWAB TIRE CENTER:						891.76	891.76				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
547 LES SCHWAB TIRE CENTER - STREETS											
117007	1	11700792206 CREDIT IV# 11700788029 18/950-8/4	Invoice	12/29/2022	01/23/2023	125.99-	125.99-	100-40-41405		123	1
Total 547 LES SCHWAB TIRE CENTER - STREETS:						125.99-	125.99-				
606 LIBRARY STORE											
631006	1	631006 library book processing supplies	Invoice	05/03/2023	05/22/2023	274.89	274.89	100-45-41215		523	1
Total 606 LIBRARY STORE:						274.89	274.89				
4595 LYON LANDSCAPE ARCHITECTS PLLC											
385.23.	1	385.23.1 RIVER ST. LHTAC BULLION + 1 BLOCK N	Invoice	05/01/2023	05/22/2023	775.00	775.00	120-40-41549		523	1
Total 4595 LYON LANDSCAPE ARCHITECTS PLLC:						775.00	775.00				
6543 MACK, HARRY											
CR RE	1	CREDIT REFUND: 2931 BERRYCREEK DR	Invoice	05/11/2023	05/22/2023	1,476.97	1,476.97	100-00-15110		523	1
Total 6543 MACK, HARRY:						1,476.97	1,476.97				
928 MAGIC VALLEY LABS, INC.											
27548	1	# 27548 DRINKING WATER SAMPLES	Invoice	04/26/2023	05/22/2023	216.00	216.00	200-60-41795		523	1
27548	2	#27548 INDIAN CREEK SPRING SAMPLE	Invoice	04/26/2023	05/22/2023	248.00	248.00	200-60-41795		523	1
27548	3	#27548 CONSTRUCTION SAMPLES	Invoice	04/26/2023	05/22/2023	48.00	48.00	200-60-41795		523	1
27549	1	#27549 EFFLUENT TESTING WW	Invoice	04/26/2023	05/22/2023	678.00	678.00	210-70-41795		523	1
Total 928 MAGIC VALLEY LABS, INC.:						1,190.00	1,190.00				
6540 MBB ENTERPRISES, LLC											
18228	1	#18228 PAINT STRIPPER FOR THE PUMPHOUSE	Invoice	05/09/2023	05/22/2023	323.83	323.83	200-60-41413		523	1
18228	2	#18228 PAINT SUPPLIES FOR PAINTING FLOORS	Invoice	05/09/2023	05/22/2023	96.08	96.08	200-60-41413		523	1
Total 6540 MBB ENTERPRISES, LLC:						419.91	419.91				
5214 MIDDLEKAUFF											
15330	1	#15330 2023 WHITE FORD F150 SPRCRW 4X4 EC	Invoice	05/03/2023	05/22/2023	63,409.00	63,409.00	200-60-41539		523	1
15347	1	#15347 2023 BLACK FORD F150 SPRCRW 4X4 EC	Invoice	05/03/2023	05/22/2023	64,989.00	64,989.00	210-70-41547		523	1
Total 5214 MIDDLEKAUFF:						128,398.00	128,398.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
2367 MSC INDUSTRIAL SUPPLY CO.											
333991	1	#33399127 1/2" BLACK ELBOW WW	Invoice	04/27/2023	05/22/2023	25.14	25.14	210-70-41423		523	1
342919	1	#34291997 1/2" BLACK ELBOW WW	Invoice	05/01/2023	05/22/2023	12.57	12.57	210-70-41423		523	1
Total 2367 MSC INDUSTRIAL SUPPLY CO.:						37.71	37.71				
251 NAPA AUTO PARTS											
145895	1	145895 PARKS RANGER - OIL FILTER, AIR FILTER,	Invoice	05/08/2023	05/22/2023	24.44	24.44	100-50-41415		523	1
146019	1	146019 OIL FILTER	Invoice	05/09/2023	05/22/2023	4.44	4.44	100-40-41405		523	1
146432	1	146432 OIL FILTER, 5W20 OIL HPD VEHICLE	Invoice	05/11/2023	05/22/2023	134.43	134.43	100-25-41415		523	1
146497	1	146497 ASPHALT TRIBALL RCVR MOUNT	Invoice	05/12/2023	05/22/2023	196.99	196.99	100-40-41405		523	1
Total 251 NAPA AUTO PARTS:						360.30	360.30				
307 NORTH CENTRAL LABORATORIES											
486416	1	#486416 QA/QC STANDARD WW	Invoice	04/26/2023	05/22/2023	55.50	55.50	210-70-41795		523	1
Total 307 NORTH CENTRAL LABORATORIES:						55.50	55.50				
50298 O'REILLY AUTO PARTS											
4635-3	1	4635-319020 RANGER #4403 SWAY LINK KT	Invoice	04/18/2023	05/22/2023	35.80	35.80	100-40-41415		523	1
4635-3	1	4635-319431 RANGER #4003 WATER PUMP	Invoice	04/20/2023	05/22/2023	61.48	61.48	100-40-41415		523	1
4635-3	1	4635-320479 FUEL FILTER #4063	Invoice	04/24/2023	05/22/2023	3.81	3.81	100-40-41405		523	1
4635-3	1	4635-320795 CLUTCH TOOL	Invoice	04/25/2023	05/22/2023	79.99	79.99	100-40-41423		523	1
4635-3	1	4635-320885 ADHESIVE	Invoice	04/26/2023	05/22/2023	8.09	8.09	100-40-41405		523	1
4635-3	1	4635-324006 BATTERY, CORE CHARGE	Invoice	05/08/2023	05/22/2023	147.39	147.39	100-50-41415		523	1
4635-3	1	4635-324078 CORE RETURN	Invoice	05/08/2023	05/22/2023	10.00-	10.00-	100-50-41415		523	1
4635-3	1	4635-324281 12V CHARGER	Invoice	05/09/2023	05/22/2023	149.99	149.99	100-50-41415		523	1
4635-3	1	#4635-325166 ANTIFREEZE WW	Invoice	05/12/2023	05/22/2023	92.72	92.72	210-70-41415		523	1
Total 50298 O'REILLY AUTO PARTS:						569.27	569.27				
6217 OVERDRIVE											
03040C	1	3040CO23146817 5.5.2023 ADVANTAGE - GRANT (	Invoice	05/05/2023	05/22/2023	447.77	447.77	100-45-41549	23.45.0005.1	523	1
03040C	2	3040CO23146825 5.5.23 ADVANTAGE	Invoice	05/05/2023	05/22/2023	115.39	115.39	100-45-41535		523	1
03040C	3	3040DA23123359 4.18.23 ID8	Invoice	05/05/2023	05/22/2023	38.00	38.00	100-45-41535		523	1
Total 6217 OVERDRIVE:						601.16	601.16				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
438 PLATT											
3X3344	1	#3X33446 5PC POWER TOOL SET	Invoice	04/28/2023	05/22/2023	849.01	849.01	200-60-41405		523	1
3X4999	1	#3X49998 ANCHOR KIT, CONDUCTOR WW	Invoice	05/05/2023	05/22/2023	255.86	255.86	210-70-41405		523	1
4A0220	1	#4A02204 FUSE FOR UV LIGHTS WW	Invoice	05/05/2023	05/22/2023	6.26	6.26	210-70-41405		523	1
Total 438 PLATT:						1,111.13	1,111.13				
1670 POLLARD WATER											
023549	1	#0235497 MANHOLE INSERT FOR FLOODING WW	Invoice	05/05/2023	05/22/2023	2,255.35	2,255.35	210-70-41403		523	1
Total 1670 POLLARD WATER:						2,255.35	2,255.35				
8576 PRIORITY ONE HOME CLEANING SERVICES											
007.	1	007 WEEK OF MAY 1 2023 - HPD CLEANING X3, 9	Invoice	05/08/2023	05/22/2023	315.00	315.00	100-25-41413		523	1
007.	2	007 WEEK OF MAY 1 2023 - W DEPT	Invoice	05/08/2023	05/22/2023	70.00	70.00	200-60-41413		523	1
007.	3	007 WEEK OF MAY 1 2023 - WW DEPT	Invoice	05/08/2023	05/22/2023	70.00	70.00	210-70-41413		523	1
007.	4	007 WEEK OF MAY 1 2023 - ST DEPT	Invoice	05/08/2023	05/22/2023	175.00	175.00	100-40-41413		523	1
007.	5	007 WEEK OF MAY 1 2023 - CITY HALL X3, 6HRS	Invoice	05/08/2023	05/22/2023	75.00	75.00	100-42-41413		523	1
007.	6	007 WEEK OF MAY 1 2023 - CITY HALL X3, 6HRS	Invoice	05/08/2023	05/22/2023	75.00	75.00	200-42-41413		523	1
007.	7	007 WEEK OF MAY 1 2023 - CITY HALL X3, 6HRS	Invoice	05/08/2023	05/22/2023	75.00	75.00	210-42-41413		523	1
Total 8576 PRIORITY ONE HOME CLEANING SERVICES:						855.00	855.00				
159 ROBERTS ELECTRIC INC.											
8818	1	8818 Library LED bulbs replaced	Invoice	04/12/2023	05/22/2023	655.50	655.50	100-45-41413		523	1
8824	1	9924 library lamps replaced library restrooms	Invoice	04/14/2023	05/22/2023	221.15	221.15	100-45-41413		523	1
Total 159 ROBERTS ELECTRIC INC.:						876.65	876.65				
6539 ROLDAN, MARIA											
532023	1	ESSER AS Library Grant - Honorarium	Invoice	05/03/2023	05/22/2023	200.00	200.00	100-45-41549	23.45.0002.1	523	1
Total 6539 ROLDAN, MARIA:						200.00	200.00				
5129 RUSH TRUCK CENTERS OF ID INC											
303184	1	3031849541 LATCH KIT, HOOD LATCH	Invoice	03/24/2023	05/22/2023	175.00-	175.00-	100-40-41405		523	1
Total 5129 RUSH TRUCK CENTERS OF ID INC:						175.00-	175.00-				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
1608 SAFETY SUPPLY & SIGN											
184880	1	184880 SIGNAGE NO DUMPING	Invoice	04/24/2023	05/22/2023	216.70	216.70	100-40-41403		523	1
Total 1608 SAFETY SUPPLY & SIGN :						216.70	216.70				
2849 SAGE SUPPLY, INC.											
23-399	1	23-39926 ASPHALT WORK- TACK OIL 5 GL BUCKE	Invoice	05/11/2023	05/22/2023	66.22	66.22	100-40-41403		523	1
Total 2849 SAGE SUPPLY, INC.:						66.22	66.22				
6502 SAUERBREY, SAGE M											
050120	1	PZ Meeting 5/01/2023	Invoice	05/01/2023	05/22/2023	100.00	100.00	100-10-41313		523	1
050120	2	PZ Stipend 1	Invoice	05/01/2023	05/22/2023	50.00	50.00	200-10-41313		523	1
050120	3	PZ Stipend 2	Invoice	05/01/2023	05/22/2023	50.00	50.00	210-10-41313		523	1
Total 6502 SAUERBREY, SAGE M:						200.00	200.00				
8905 Sawtooth Brewery LLC											
TAX RE	1	Hailey Live Summer Music - Tax Refund	Invoice	05/11/2023	05/22/2023	7.50	7.50	100-00-20317		523	1
Total 8905 Sawtooth Brewery LLC:						7.50	7.50				
214 SAWTOOTH WOOD PRODUCTS											
000013	1	0000139128 PRESSURE WASHER SPARK PLUGS,	Invoice	04/25/2023	05/22/2023	98.98	98.98	100-40-41405		523	1
139509	1	0000139509 MAINT. POLE PRUNER ATTACHMENT,	Invoice	05/10/2023	05/22/2023	220.98	220.98	100-40-41405		523	1
139536	1	0000139536 ECHO SWEEPER - SPARK PLUG, CO	Invoice	05/11/2023	05/22/2023	143.90	143.90	100-40-41405		523	1
Total 214 SAWTOOTH WOOD PRODUCTS:						463.86	463.86				
4330 SCANLON, OWEN											
050120	1	P&Z Stipend 05/1	Invoice	05/01/2023	05/22/2023	100.00	100.00	100-10-41313		523	1
050120	2	P&Z Stipend	Invoice	05/01/2023	05/22/2023	50.00	50.00	200-10-41313		523	1
050120	3	P&Z Stipend 2	Invoice	05/01/2023	05/22/2023	50.00	50.00	210-10-41313		523	1
Total 4330 SCANLON, OWEN:						200.00	200.00				
6544 SCHERER, ASHLEE R											
2297 SI	1	AIRBNB FOR PECK/COX/ENGLAND ICOPA CONFE	Invoice	05/10/2023	05/22/2023	294.00	294.00	100-25-41724		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 6544 SCHERER, ASHLEE R:						294.00	294.00				
7002 SMITH, DAN											
050120	1	P&Z Stipend 05/1/2023	Invoice	05/01/2023	05/22/2023	100.00	100.00	100-20-41313		523	1
050120	2	P&Z Stipend	Invoice	05/01/2023	05/22/2023	50.00	50.00	200-10-41313		523	1
050120	3	P&Z Stipend 2	Invoice	05/01/2023	05/22/2023	50.00	50.00	210-10-41313		523	1
Total 7002 SMITH, DAN:						200.00	200.00				
1506 STANDARD PLUMBING SUPPLY											
TWK20	1	Inv# TWK209 ARM TANK LEVER	Invoice	05/03/2023	05/22/2023	18.94	18.94	100-55-41413		523	1
TXQL2	1	#TXQL27 BRASS PARTS FOR WATER TESTS	Invoice	05/15/2023	05/22/2023	25.12	25.12	200-60-41403		523	1
Total 1506 STANDARD PLUMBING SUPPLY :						44.06	44.06				
4045 STOKES, BECKY											
129851	1	Travel Reimb MPA Keystone Presentations BSU	Invoice	05/04/2023	05/22/2023	107.16	107.16	100-15-41724		523	1
129851	2	Travel Reimb MPA Keystone Presentations BSU	Invoice	05/04/2023	05/22/2023	107.14	107.14	200-15-41724		523	1
129851	3	Travel Reimb MPA Keystone Presentations BSU	Invoice	05/04/2023	05/22/2023	107.14	107.14	210-15-41724		523	1
Total 4045 STOKES, BECKY:						321.44	321.44				
50446 STONE, DUSTIN											
050120	1	P&Z Stipend 5/1/2023	Invoice	05/01/2023	05/22/2023	100.00	100.00	100-10-41313		523	1
050120	2	P&Z Stipend	Invoice	05/01/2023	05/22/2023	50.00	50.00	200-10-41313		523	1
050120	3	P&Z Stipend 2	Invoice	05/01/2023	05/22/2023	50.00	50.00	210-10-41313		523	1
Total 50446 STONE, DUSTIN:						200.00	200.00				
283 STRIVE WORKPLACE SOLUTIONS											
WO-12	1	#WO-129122 OFFICE SUPPLIES WW	Invoice	05/12/2023	05/22/2023	337.95	337.95	210-70-41413		523	1
Total 283 STRIVE WORKPLACE SOLUTIONS:						337.95	337.95				
5189 THE CAR DOCTOR											
13967	1	No # 13967 diagnose and replace left front axle joint	Invoice	05/09/2023	05/22/2023	500.00	500.00	100-55-41415		523	1
Total 5189 THE CAR DOCTOR:						500.00	500.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
6508 TNEMEC COMPANY, INC.											
261221	1	#2612210 EPOXY FOR PUMPHOUSE FLOORS	Invoice	05/08/2023	05/22/2023	1,795.00	1,795.00	200-60-41413		523	1
261221	2	#2612210 TOP COAT	Invoice	05/08/2023	05/22/2023	84.00	84.00	200-60-41413		523	1
261232	1	#2612322 BASE COAT EPOXY FOR PUMPHOUSE	Invoice	05/08/2023	05/22/2023	1,134.00	1,134.00	200-60-41413		523	1
Total 6508 TNEMEC COMPANY, INC.:						3,013.00	3,013.00				
2817 UNITED OIL											
101885	1	1018855 FUEL CHARGES	Invoice	04/30/2023	05/22/2023	550.15	550.15	100-40-41719		523	1
101885	1	#1018856 PUMPED VEHICLE FUEL W.	Invoice	04/30/2023	05/22/2023	281.23	281.23	200-60-41719		523	1
Total 2817 UNITED OIL:						831.38	831.38				
22444 USA BLUE BOOK											
330111	1	#330111 RIDGID CABLE	Invoice	04/13/2023	05/22/2023	854.79	854.79	200-60-41405		523	1
343667	1	#343667 MAGNETIC LOCATORS FOR VEHICLES	Invoice	04/20/2023	05/22/2023	1,965.78	1,965.78	210-70-41415		523	1
Total 22444 USA BLUE BOOK:						2,820.57	2,820.57				
762 VERIZON WIRELESS											
993390	1	MONTHLY CELL PHONE BILL Parks only	Invoice	05/01/2023	05/22/2023	72.08	72.08	100-50-41713		523	1
993429	1	MONTHLY CELL PHONE BILL STREETS	Invoice	05/07/2023	05/22/2023	115.65	115.65	100-40-41713		523	1
993429	2	MONTHLY CELL PHONE BILL WATER	Invoice	05/07/2023	05/22/2023	111.23	111.23	200-60-41713		523	1
993429	3	MONTHLY CELL PHONE BILL WASTEWATER	Invoice	05/07/2023	05/22/2023	167.63	167.63	210-70-41713		523	1
993429	4	MONTHLY CELL PHONE BILL Parks	Invoice	05/07/2023	05/22/2023	64.46	64.46	100-50-41713		523	1
Total 762 VERIZON WIRELESS:						531.05	531.05				
7501 VINCENT, BRIAN											
32486	1	REIMBURSEMENT FOR WORK PANTS	Invoice	05/14/2023	05/22/2023	180.00	180.00	200-60-41703		523	1
Total 7501 VINCENT, BRIAN:						180.00	180.00				
367 WALKER SAND AND GRAVEL											
113713	1	1137135 - FLOOD - IMPORTED DIRTY ASPHALT	Invoice	04/27/2023	05/22/2023	229.24	229.24	100-40-41403		523	1
114234	1	#1142349 SANDBAG SAND WW	Invoice	05/08/2023	05/22/2023	97.42	97.42	210-70-41419		523	1
Total 367 WALKER SAND AND GRAVEL:						326.66	326.66				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
759 WHITE CLOUD COMMUNICATIONS INC											
103985	1	Inv # 103985 Charger for radios	Invoice	04/07/2023	05/22/2023	216.30	216.30	100-55-41417		523	1
Total 759 WHITE CLOUD COMMUNICATIONS INC:						216.30	216.30				
399 WOOD RIVER WELDING INC											
183770	1	183770 CUT PIPING FOR AIR COMPRESSOR	Invoice	04/26/2023	05/22/2023	49.32	49.32	100-40-41405		523	1
183836	1	183836 HOSES FOR PAINT SPRAYER,	Invoice	05/01/2023	05/22/2023	125.65	125.65	100-40-41405		523	1
Total 399 WOOD RIVER WELDING INC:						174.97	174.97				
Total :						268,937.47	268,937.47				
Grand Totals:						268,937.47	268,937.47				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	1,476.97	.00	1,476.97
100-00-20317	7.50	.00	7.50
100-00-32265	50.00	.00	50.00
100-10-41313	300.00	.00	300.00
100-10-41717	404.02	.00	404.02
100-15-41215	115.91	.00	115.91
100-15-41313	354.76	.00	354.76
100-15-41323	667.46	.00	667.46
100-15-41533	3,025.05	.00	3,025.05
100-15-41711	48.66	.00	48.66
100-15-41713	1.78	.00	1.78
100-15-41724	273.54	.00	273.54
100-20-41211	233.31	.00	233.31
100-20-41313	200.00	.00	200.00
100-20-41319	610.03	.00	610.03
100-20-41713	1.78	.00	1.78
100-20-41723	650.00	.00	650.00
100-20-41724	288.83	.00	288.83

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-25-41215	112.24	.00	112.24
100-25-41313	270.00	.00	270.00
100-25-41413	315.00	.00	315.00
100-25-41415	7,442.43	.00	7,442.43
100-25-41527	880.00	.00	880.00
100-25-41529	45,204.10	.00	45,204.10
100-25-41713	234.77	.00	234.77
100-25-41717	302.73	.00	302.73
100-25-41723	.00	479.00-	479.00-
100-25-41724	573.30	.00	573.30
100-40-41215	117.13	.00	117.13
100-40-41403	3,232.16	.00	3,232.16
100-40-41405	1,216.94	629.50-	587.44
100-40-41413	175.00	.00	175.00
100-40-41415	97.28	.00	97.28
100-40-41423	79.99	.00	79.99
100-40-41703	648.73	.00	648.73
100-40-41713	285.14	.00	285.14
100-40-41715	1,819.99	.00	1,819.99
100-40-41717	152.15	.00	152.15
100-40-41719	568.75	.00	568.75
100-42-41215	16.66	.00	16.66
100-42-41313	165.00	.00	165.00
100-42-41413	75.00	.00	75.00
100-42-41713	72.03	.00	72.03
100-45-41215	875.57	.00	875.57
100-45-41413	1,192.65	.00	1,192.65
100-45-41535	153.39	.00	153.39
100-45-41549	901.20	.00	901.20
100-45-41711	150.00	.00	150.00
100-45-41713	287.39	110.39-	177.00
100-45-41724	15.00	.00	15.00
100-50-41128	158.51	.00	158.51
100-50-41215	10.54	.00	10.54
100-50-41313	270.00	.00	270.00
100-50-41319	497.50	.00	497.50
100-50-41325	400.00	.00	400.00
100-50-41403	512.19	.00	512.19

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-50-41405	746.90	.00	746.90
100-50-41415	1,013.66	10.00-	1,003.66
100-50-41617	598.26	.00	598.26
100-50-41713	136.54	.00	136.54
100-50-41717	159.78	.00	159.78
100-55-41215	391.85	.00	391.85
100-55-41325	47.66	.00	47.66
100-55-41405	66.83	.00	66.83
100-55-41413	18.94	.00	18.94
100-55-41415	699.92	.00	699.92
100-55-41417	216.30	.00	216.30
100-55-41703	.00	139.32-	139.32-
100-55-41711	715.00	.00	715.00
100-55-41713	1.78	.00	1.78
100-55-41717	69.00	.00	69.00
100-55-41723	781.50	.00	781.50
100-55-41724	392.00	.00	392.00
120-40-41549	10,118.94	.00	10,118.94
200-10-41313	250.00	.00	250.00
200-15-41215	115.91	.00	115.91
200-15-41313	354.76	.00	354.76
200-15-41323	667.46	.00	667.46
200-15-41533	3,025.05	.00	3,025.05
200-15-41711	48.66	.00	48.66
200-15-41713	1.78	.00	1.78
200-15-41724	273.52	.00	273.52
200-42-41215	16.66	.00	16.66
200-42-41313	165.00	.00	165.00
200-42-41413	75.00	.00	75.00
200-42-41713	72.04	.00	72.04
200-60-41325	251.99	.00	251.99
200-60-41401	14.20	.00	14.20
200-60-41403	105.63	.00	105.63
200-60-41405	1,703.80	.00	1,703.80
200-60-41413	3,667.93	.00	3,667.93
200-60-41415	1,230.83	.00	1,230.83
200-60-41513	2,005.60	.00	2,005.60
200-60-41539	63,409.00	.00	63,409.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-60-41703	180.00	.00	180.00
200-60-41711	4,362.95	.00	4,362.95
200-60-41713	1,222.80	.00	1,222.80
200-60-41717	3,603.41	.00	3,603.41
200-60-41719	281.23	.00	281.23
200-60-41723	30.00	.00	30.00
200-60-41791	9.30	.00	9.30
200-60-41795	512.00	.00	512.00
210-10-41313	250.00	.00	250.00
210-15-41215	115.92	.00	115.92
210-15-41313	354.77	.00	354.77
210-15-41323	667.46	.00	667.46
210-15-41533	3,025.05	.00	3,025.05
210-15-41711	48.68	.00	48.68
210-15-41713	1.78	.00	1.78
210-15-41724	273.51	.00	273.51
210-42-41215	16.66	.00	16.66
210-42-41313	165.00	.00	165.00
210-42-41413	1,919.03	.00	1,919.03
210-42-41713	72.04	.00	72.04
210-70-41211	105.00	.00	105.00
210-70-41319	35.88	.00	35.88
210-70-41321	619.57	.00	619.57
210-70-41323	127.50	.00	127.50
210-70-41325	72.00	.00	72.00
210-70-41403	3,812.15	.00	3,812.15
210-70-41405	960.97	.00	960.97
210-70-41413	407.95	.00	407.95
210-70-41415	3,538.45	.00	3,538.45
210-70-41419	220.39	.00	220.39
210-70-41423	37.71	.00	37.71
210-70-41547	64,989.00	.00	64,989.00
210-70-41713	168.52	.00	168.52
210-70-41775	55.80	.00	55.80
210-70-41795	1,736.49	.00	1,736.49
230-75-41549	4,486.97	.00	4,486.97

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
Grand Totals:	270,305.68	1,368.21-	268,937.47

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
01/23	.00	125.99-	125.99-
05/23	270,305.68	913.71-	269,391.97
Grand Totals:	270,305.68	1,368.21-	268,937.47

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AGENDA ITEM SUMMARY

DATE: 05/22/23 **DEPARTMENT:** Public Works **DEPT. HEAD SIGNATURE:** BY

SUBJECT: Adoption of Resolution 2023-073 of reappointment of Penny Thayer to another Hailey Parks and Lands Board 3-year term

AUTHORITY: ID Code _____ IAR _____ **City Ordinance/Code 2.32**
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

An expiring Parks and Lands Board position may be filled by the committee member wishing to be reappointed. The attached resolution sets the appointment and term.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-⁰⁷³_____, appointing Penny Thayer to another Parks and Lands Board 3-year term ending December 31, 2025, with Resolution 2023 - ___ setting committee membership and terms.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

HAILEY RESOLUTION 2023- 073

**A RESOLUTION OF THE HAILEY CITY COUNCIL
TO SET APPOINTMENTS AND TERMS OF OFFICE FOR
THE HAILEY PARKS AND LANDS BOARD**

WHEREAS, the City Council of the City of Hailey, Idaho deems it in the best interest of the City to have an active and productive Parks and Lands Board and to receive the committee’s recommendations.

WHEREAS, the Mayor and City Council of the City of Hailey have adopted Municipal Code Section 2.32 to promote sound planning practices and recreational diversity within the City of Hailey and to establish a Parks and Lands Board and its authorities.

WHEREAS, the Hailey City Council accepts the Hailey Parks and Lands Board’s recommendation to reappoint a Committee member who wishes to continue serving:

NOW, THEREFORE, BE IT RESOLVED BY THE HAILEY CITY COUNCIL:

In accordance with Hailey Municipal Code 2.32.020 the City of Hailey appoints a seven-member Hailey Parks and Lands Board and the mayor appoints and the city council confirms the following members for the following terms:

<u>TERM LENGTH</u>	<u>APPOINTEE</u>	<u>TERM EXPIRES</u>
3 Year Term	Darin Sales	December 31, 2025
3 Year Term	Penny Thayer	December 31, 2025
3 Year Term	Karen Daly	December 31, 2023
3 Year Term	Bob Wiederrick	December 31, 2023
3 Year Term	Vacant	December 31, 2023
3 Year Term	Kitty Miner	December 31, 2024
3 Year Term	Lamar Waters	December 31, 2024

THIS RESOLUTION IS ADOPTED this 22nd day of May, 2023.

ATTEST:

Martha Burke, Mayor
City of Hailey

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023

DEPARTMENT: Admin/PW

DEPT. HEAD SIGNATURE: LH/BY

SUBJECT: Discussion of proposed FY2023 Capital Improvement Budget, including annual report and recommendations from Development Impact Fee Advisory Committee.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey’s Development Impact Fee Advisory Committee (the DIF Committee) met on April 17, 2023, to make recommendations to the Hailey City Council on Hailey’s Capital Improvement Plan and Capital Budget for FY 23/24.

The DIF Committee made the recommendation to City Council to approve the Capital Budget and Development Impact component with the addition of transfer of funds into the rolling stock from the transportation and fire development impact fees.

Attached is the DIF report providing an overview of this recommendation and updates to the CIP projects.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____

Estimated Hours Spent to Date: _____

Staff Contact: Robyn Davis

Caselle # _____

YTD Line-Item Balance \$ _____

Estimated Completion Date: _____

Phone # 788-9815 #2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to accept FY2023 Capital Budget as recommended and forwarded by Development Impact Fee Advisory Commission.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): _____ Copies

Instrument # _____

MEMORANDUM

To: Hailey City Council
From: Lisa Horowitz, Brian Yeager on behalf of the Hailey Development Impact Fee Advisory Committee
Date: May 22, 2023
RE: Report on FY 23/24 Capital Improvement Plan and Capital Budget

Background

Hailey's Development Impact Fee Advisory Committee (the DIF Committee) met on April 17, 2023, to make recommendations to the Hailey City Council on Hailey's General Fund Capital Improvement Plan and Capital Budget for FY 23/24. This annual review is conducted under the authority of Idaho Code 67-8205.3 (b-d). Development Impact Fees (DIF) are also addressed in Idaho Code 67-8204. Governor Little signed a new piece of legislation on March 27, 2023, which will be effective July 1, 2023:

<https://legislature.idaho.gov/wp-content/uploads/sessioninfo/2023/legislation/S1114.pdf>

The Hailey DIF Committee will need to be expanded next year to comply with the new law, which will go into effect July 1, 2023.

Idaho Code 67-8205

- (3) The development impact fee advisory committee shall serve in an advisory capacity and is established to:
- (b) Review the capital improvements plan, and proposed amendments, and file written comments;
 - (c) Monitor and evaluate implementation of the capital improvements plan;
 - (d) File periodic reports, at least annually, with respect to the capital improvements plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees; and

Completed Capital Projects

Hailey completed several projects in FY 2022, and several projects are underway which will be completed prior to the end of the 2022 construction season, including:

- Major portions of the River Street Pathway were completed as shown below, with the majority of funding coming from the Hailey Urban Renewal Agency:

PROGRESS ON RIVER STREET IMPROVEMENTS

RIVER STREET PATHWAY FOR PEDESTRIANS AND BICYCLISTS

A major HURA accomplishment in 2022 was the installation of a pedestrian and bicycle pathway along River Street north of Carbonate Street.

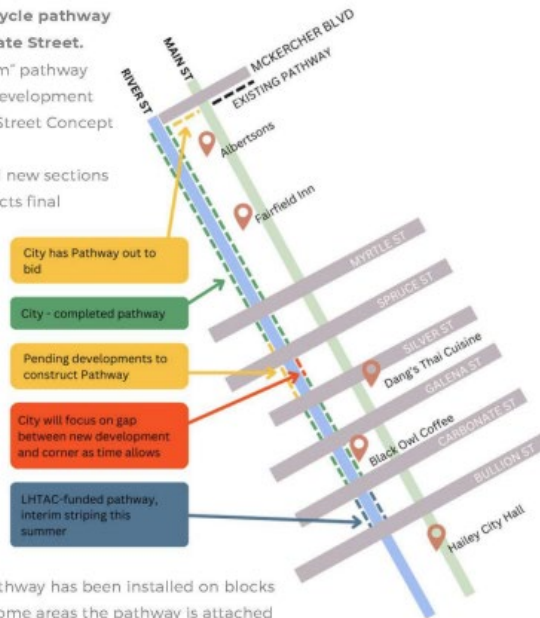
This pathway is considered an "interim" pathway and will be replaced over time as redevelopment occurs in compliance with the River Street Concept Design.

The Agency spent \$600,000 to install new sections of this interim pathway, which connects final design sections of the pathway already installed by private developments. Developers continued to implement the final design in 2022, such as the River Street Townhomes. The final pathway north of Bullion Street will run continuously on both sides of River Street from McKercher Blvd to Bullion Street.

When deciding where to install the interim pathway, HURA staff and board members considered which properties were likely or unlikely to be redeveloped soon. The interim pathway has been installed on blocks unlikely to be redeveloped soon. In some areas the pathway is attached to the River Street roadway and in some areas it is detached, due to factors such as existing driveways and building locations.

The River Street pathway is mostly complete between McKercher Blvd and Bullion Street. There is more work to be done between Myrtle Street and Silver Street, as shown on the above map.

Continuation of the River Street pathway by developers in keeping with the River Street Concept Design is incentivized by the HURA partnership reimbursement program. This program reimburses qualified projects up to 50% of the costs of improvements built in the public right of way.



- Continued design on the LHTAC portion of River street (1 block north and south of Bullion Street).
- Successful award of bids for the bike/pedestrian improvements on McKercher between River Street and Main Street adjacent to Albertson's.
- Successful award of bid of the East Croy Pathways, which consists of a bike path running eastward from Wood River Trails along Croy Street toward Quigley Road. This path will connect at the intersection of Croy/Eighth Avenue with bicycle infrastructure along Eighth Avenue and connecting to Sunbeam Park. Construction of the Croy Street section was originally slated to begin in 2022 under a TAP Grant but was delayed due to lack of available contractors.
- Continued design of Town Square: construction of interim design elements connecting the Hailey City Hall/Library with the Hailey Town Center West Building purchased in 2021. The property includes a fully functional 4,200 square foot building which will provide for future expansion of the town center campus.

- Update of the 2009 Hailey Downtown Strategic Plan commenced in 2023 and a robust planning process is underway, with a survey open to the public and downtown business. The first public presentation is planned for April 10, 2023.
- Master Planning for Lion’s Park: significant progress on grading and design has been conducted in anticipation of possible IDEQ funds to assist with removal of fill associated with the old landfill.
- Master planning for interconnected downtown and nearby parks: Hailey Town Square, Heagle Park and Lions Park. A presentation of work underway took place at the April 24, 2023, City Council meeting. This work includes analysis of the function of each park; unique characteristics; programmatic analysis and (Lion’s Park) concept design. The parks will be knitted together with a pedestrian Boulevard along Bullion Street.
- 2023 Hailey Comprehensive Plan Update is underway: a consultant has been selected and cost of services is being negotiated. Note that staff anticipates an effort in the range of \$100,000-125,000.
- 2023 Housing Needs Assessment: a modest effort is underway to identify Hailey housing needs and availability of housing stock. A presentation on this work will take place in the near future.

Rolling Stock Projects

Last year, the City returned to a pre-recession fiscal planning construct of separating rolling stock and system maintenance projects out of the Capital Improvement Plan. This approach allows for more consistent long-range planning for rolling stock and routine maintenance projects. These rolling stock purchases and routine maintenance projects do not fall under the purview of the DIF Committee. Notably in 2022/23 the City has committed to the purchase of a Fire Pumper Truck and a new Snow Blower. \$448,658 has been transferred to the Rolling Stock and System Maintenance Fund for the 2 large equipment purchases and various routine maintenance projects. The Rolling Stock Plan will be brought to the City Council as part of the FY 23/24 budget.

Contractual Obligations

Some of the money within Hailey’s Capital Fund are obligated under direct contracts or by ordinance. These funds should be held until the projects for which they are earmarked can be constructed. These contractual obligations include:

- Colorado Gulch sidewalk in-lieu fees in the amount of \$60,350 were collected in 2018 and are intended for the Broadford Road path when it is constructed in the future. These funds will be supplemented by Development Impact fees to complete the Broadford Road Pathway project;
- Sidewalk in-lieu fees are generally not specifically tied to contracts but are obligated by ordinance to be used on sidewalks within Hailey. The amount of sidewalk in-lieu fees unspent and available for projects at year-end FY 2022 amount to \$136,538. That is the amount which will be budgeted for FY 23/24 capital projects;
- Park in-lieu fees held at year-end FY2022 amount to \$4,000 and will be budgeted for FY 23/24 capital projects.
- The City has remaining from its Pathways for People tax the amount of \$234,446 which voters approved for use on bike/ped infrastructure.
- Development Impact Fees must be spent only within the categories they are collected. On hand at year-end FY2022 and available for budgeting on projects in FY 23/24 are development impact fees in the following amounts and categories:

Transportation DIF for street capital projects & equipment to serve growth:	\$253,393
Park DIF for city-wide park improvements:	\$122,316
Fire DIF for the portion of fire trucks & stations that serve growth:	\$181,844
Studies DIF to be used for 5-year CIP Study Update and master plans:	\$ 37,726
<u>TOTAL DEVELOPMENT IMPACT FEES AVAILABLE FOR BUDGETING</u>	<u>\$613,634</u>

Projects

A. River Street Project.

The City is approved for an LHTAC grant to improve two blocks of River Street. The final design for this project is almost complete. The match component of this \$2 million grant is 7.34%, or \$146,500. The grant construction period was moved by ITD from FY 2023/2024 to 2026. Because the project is set so far in the future, we expect the project to actually cost around \$3.5 million. The City Council made decisions to reduce the scope of the LHTAC grant project to better meet the funding parameters. The Hailey URA contributed funds to the City to improved portions of River Street outside the central LHTAC project. Those improvements will continue to be implemented incrementally until completed.

B. Pathways for People Project and Highway 75 Access at ARCH Blaine Manor Apartments. Hailey has retained funds from its 2018 special tax levy in the amount of \$198,327 for an unfinished connector path from First Avenue to the Werthheimer Park (Werthheimer Path). The area in question is being planned now for better transportation flow due to the construction of two ARCH apartment buildings, each with 30 units. There are two deliverables under this paragraph: 1) A circulation plan for the entire site needs to be determined, with better vehicular access to Highway 75 than through Werthheimer Park. Access onto the highway at Elm, via First Avenue, may be one of the solutions if sufficient right of way can be obtained; and 2) construction of a pathway for bicyclists and pedestrians to access Werthheimer Park from the north and west without using the curved and narrow sidewalk along Highway 75 which runs in front of the new apartments.

C. New Street & Pathway Projects. Active development in the Quigley & Sunbeam area is the impetus for new roadways and trails in east Hailey. City projects have been identified to increase connectivity of this area, with projects such as 8th Avenue relocation and pathway, and the East Croy Street pathway. These are nearly through the design phase with construction likely beginning in early fall. Staff is in conversations with LHTAC about a possible \$250,000 in LHTAC funding to complete the Quigley Road pathway from Sunbeam Subdivision to Quigley Trailhead parking. This project will be added to the list as funding is finalized. Additionally, the streets within the Woodside Light Industrial area and on Airport Way are old, with poor drainage and inadequate parking. Improvements to the Airport Way streets will be done through a newly formed Urban Renewal Areas. Solutions for improvements to the Woodside Light Industrial streets are still being sought.

D. Hailey Town Center West & Town Square. The City procured a downtown core property adjacent to City Hall for \$950,000: Hailey Town Center West. This acquisition was not DIF eligible, but the cost of developing a town square upon a portion of the property is DIF eligible. We have made application for an \$85,000 grant which was not awarded. The Library is also pursuing a grant which may be used towards a new Library entrance and exterior elements complementary of the future Town Square. The Library is

managing Hailey Town Center West for a variety of community-based events. Council has indicated an interest in maintaining this use and management by the Library for the foreseeable future.

F. Housing. The City of Hailey has identified that it, like most other significant employers within Blaine County, needs to provide housing for its employees in transition in order to recruit and retain employees. Hailey has identified funding within the Capital Fund for this purpose. This month, the City closed on Unit #8 at 410 N River Street, a newly constructed 3-bedroom 3-bath townhouse unit. The deed-restricted unit was purchased for \$375,000. A contract for services to the City Council for management of this unit is on the May 22, 2023, agenda. The contract stipulates first priority for rental to City staff as directed by the City Council. Staff has several other housing opportunities that will be brought to the City Council in the near future.

G. Mountain Rides Electric Bus Facility Contribution. Mountain Rides is pursuing a \$4.84 million federal grant towards a \$6.5 million project electric bus depot project serving the entire County. The agency is making a special, one-time request of \$75,000, which would be funding for underwriting the construction and equipping of a battery electric bus facility -- depot, storage, maintenance, charging, charge management, back-up electricity generation/storage -- adjacent to their existing facility on our Bellevue campus. Each City and the County is being asked to contribute based on their % of the Mountain Rides overall budget. Hailey's portion of the Mountain Rides budget is 6%. The Mayor is in support of this regionally important project.

CIP Spread Sheet

Note that the projects and funding as shown on the attached spread sheet indicate that, if all of these projects were undertaken simultaneously, appropriations would exceed revenues by \$277,137. This is a very unrealistic scenario, as capital projects take time and unfold over multiple construction seasons. Additional revenues will also accrue: DIF and year-end rollover in to capital. Staff has confidence that additional revenues for can address this gap before funds would actually be expended and that the risk is merely a risk on paper. However, if the Council prefers to "zero" this number out, the Council would need to reduce proposed spending in the amount of \$277,137.

Report Filed

This constitutes the annual report as approved by a motion of the Hailey Development Impact Fee Advisory Committee on April 17, 2023, which concepts were submitted to the Hailey City Council for consideration during its May, June and July budget hearings, and the approved written report will be submitted to the Hailey City Council during its budget hearings in August and September. The attached General Fund Capital Improvement Plan and Budget Spreadsheet is part of this report.

FY 23.5 CAPITAL PROJECTS LIST - General Fund

Project Description		Capital Fund Balance Expenses				Current Revenue & Funding	Anticipated FUTURE Revenue	Revenue Source
		Estimated Cost	Current FY Appropriation	ADDITIONAL NEXT FY Appropriation	Committed FUTURE Appropriation				Unfunded
		The TOTAL of THESE TWO COLUMNS for each line item below is the proposed Funding level for the upcoming Fiscal Year				989,658		Audited Capital Fund Balance September 30, 2022
						3,460,079		Transfer FY22 General Fund Surplus to Capital (Retain 35% current FY Budget Operating Reserve)
						(667,753)		Deduct Restricted Funding (currently in Fund Balance: DIF/In Lieu/P4P/etc.)
						(453,592)		Deduct 100% Streets/Fire/Interest DIF to RS (currently in Fund Balance)
						(1,546,446)		Deduction for Planned/Future ARPA payments (currently in Fund Balance)
Cells with this color are Works in Progress, but are not paid out as of 09/30/2022 Audit or date of this publication								
Streets	1 Salt Storage Shed (Initial Phase)	100,000	0	0	0	100,000		
	2 Indian Creek Tailwater/Buttercup ROW Drainage Improvements	30,000	0	0	0	30,000		Need Partnership: HOA, BC, Others
	3 South Woodside Industrial Park Typical Section Upgrade	TBD	0	0	0			South Woodside URA if established
	4 Wertheimer/Blaine Manor Area Road & Parking Improvements (Estimate Pending)	250,000	0	0	0	250,000		URA when Boundaries Expand
	5 Airport Way Typical Section Upgrade, Aviation Dr. to SH-75: Concept/Design	50,000	50,000	0	0	0	50,000	Airport URA if established
	Downtown Master Plan Implementation Projects	TBD	0	50,000	0			
	6 River Street STP	2,380,435	0	0	2,380,435	0	2,380,435	STP Funding
	7 River Street STP URA Match	188,565	80,000	0	108,565	0	188,565	URA Local Match to STP
	8 River Street North URA Project	1,464,025	581,721	0	0	882,304	581,721	100% URA Funding
	9 River Street South URA Project	850,203	0	0	0	850,203	0	100% URA Funding
	10 Croy & 8th Mini Roundabout Reconstruction Project	250,000	10,000	0	0	240,000	0	Quigley Phase 2 requirement if portion of P1 \$200k still remains, P2 Annexation fee is \$196,077
	11 Intersection Improvements: Cedar/Broadford/SH-75	350,000	0	0	0	350,000	0	See 2020 Transportation Master Plan Update
	12 Intersection Improvements: Maple/SH-75	200,000	0	0	0	200,000	0	See 2020 Transportation Master Plan Update
	13 Intersection Improvements: Airport Way/SH-75	350,000	0	0	0	350,000	0	See 2020 Transportation Master Plan Update
	14 Intersection Improvements: Fox Acres/SH-75	350,000	0	0	0	350,000	0	See 2020 Transportation Master Plan Update
	15 Intersection Improvements: Bullion/SH-75	350,000	0	0	0	350,000	0	See 2020 Transportation Master Plan Update
	16 Intersection Improvements: Myrtle/SH-75 (Signal)	800,000	50,000	0	0	750,000	0	See 2020 Transportation Master Plan Update
	17 Intersection Improvements: Elm/SH-75 (Signal)	800,000	50,000	0	0	750,000	0	See 2020 Transportation Master Plan Update
	18 Relocate 8th further west between Bullion & Croy, Concept Development	15,000	15,000	0	0	0	0	
19 Relocate 8th further west between Bullion & Croy, Construction	175,000	20,000	0	0	0	0		
Street Pathways	20 Construct new pathway along east side of relocated 8th Street, Concept Development	5,000	5,000	0	0	0	39,288	Sidewalk In Lieu Reserve for pathway
	21 Construct new pathway along east side of relocated 8th Street, Construction	75,000	50,000	0	0	0		
	22 East Croy Pathway TAP Match	59,440	47,696	11,744	0	0	43,224	P4P Interest and excess over \$800k+Sidewalk In Lieu Reserve (1078+5720+1980)
	23 East Croy Pathway TAP Grant Construction (Date TBD)	630,520	482,264	148,256	0	0	630,520	TAP Grant Pending, Agreement & Timeline Pending
	24 P4P Wertheimer Path (Const. Date TBD)	200,000	0	0	200,000	0	200,000	P4P Remaining, Awaiting Area Master Plan, timeline uncertain
	25 Broadford Road Pathway (Const. Date TBD, RESERVE)	358,588	0	0	60,350	298,238	60,350	In Lieu Fees - Broadford Pathway CGP
	Bullion Promenade	TBD	0	50,000	0	0	0	
26 West Elm Street Sidewalk	28,123	28,123	0	0	0	28,123	Sidewalk In-Lieu Fees in Reserve from Carbonate View & Amatopia	
Parks	27 Rodeo Arena Flooring & Drainage	TBD	0	0	0	0	0	
	28 Balmoral Novice Scooter Park Improvements	250,000	0	0	0	250,000	0	
	29 Intermediate Skill level skate/scooter park (pump park?)	600,000	5,000	0	0	595,000	4,000	Parks In Lieu Reserve
	30 Park Master Planning and Implementation Projects	200,000	36,184	63,816	0	100,000	122,316	\$126k Parks DIF in Reserve
	31 Restrooms at Lions Park	100,000	0	0	0	100,000	0	
	32 Road & Parking Improvements at Lions	50,000	0	0	0	50,000	0	
	33 Play structure expansions & installations	350,000	0	0	0	350,000	0	
	34 Campground - Land Acquisition	1,500,000	0	0	0	1,500,000	0	
	35 Campground - Construction	834,560	0	0	0	834,560	0	Grant application amount
	36 National Guard Armory Building/Land Acquisition	1,001,000	0	0	0	1,001,000	0	
	37 Town Center Plaza & Town Center Building West/Library External Restrooms	1,600,000	324,455	0	0	1,275,545	0	Bliss/Lyons Phase 1 Cost Estimate
Admin	38 Fox Building Council Chambers Remodel	163,587	0	0	0	163,587	0	
	39 City Housing	1,000,000	500,000	500,000	0	0	0	
	40 Library Rooftop Solar Project	100,000	0	0	0	100,000	0	Grant not awarded
	41 2026 CIP Update Study	20,000	0	0	0	20,000	0	
	42 2025 Comprehensive Plan Update	100,000	0	100,000	0	0	0	
	43 2023 Downtown Strategic Plan	35,000	6,000	29,000	0	0	0	CIP DIF in Reserve
	44 2026 5 Year Update to HGMP	15,000	0	0	0	15,000	0	
	45 2022 Participation in Blaine County Bike/Ped Master Plan	5,000	0	0	0	5,000	37,726	
	46 2023 Strategic Housing Plan	10,000	10,000	0	0	0	0	
	City Hall Door Lock Upgrade	100,000	0	30,000	0	70,000	0	
	47 Transportation Master Plan & Area Specific Study Updates	10,000	0	0	0	10,000	0	
48 Grant Match Reserve/Estimating Contingency Reserve	350,000	150,000	200,000	0	0	0		
49 Mtn. Rides Bellevue Electric Bus Facility	75,000	0	75,000	0	0	0		
Fire	50 Fire Station Bay Addition	480,000	0	0	0	480,000	0	
	51 Fire Equipment (Growth from DIF)	0	0	0	0	0	0	DIF transferred to Rolling Stock Spreadsheet
	52 Fire Equipment (Growth Growth Portion from Capital Fund)	0	0	0	0	0	0	
Art/CD	53 Public Art Maintenance	32,727	32,727	0	0	0	32,727	In Reserve, BS 9/30/22
	54 Public Art Contributions	0	0	0	0	0	0	
	55 FY Capital Project Art & Maint. Contribution (1.25% of eligible projects)	16,740	16,740	0	0	0	0	1.25% of Current FY Allocations
Totals:		\$ 19,308,512	\$2,550,909	\$1,257,816	\$2,749,350	\$12,850,437	\$2,449,697	\$3,831,241
Totals:				\$6,558,075			\$6,280,937.92	
		Total Revenue Minus Total Appropriations:						(\$277,137)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

----- **SUBJECT:**
Consideration of Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule, to provide for annual adjustments tied to year-over-year inflationary adjustments in the cost of providing services.

----- **AUTHORITY:** ID Code _67-6526(e) IAR _____ City Ordinance/Code: Ord, 649 and 731; new Ordinances; Resolution 2010-1 (IF APPLICABLE)

----- **BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The intent of this request is to amend Hailey’s Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule, to allow for annual inflationary increases to the Development Impact Fee Schedule.

Hailey, like many other cities, has found that inflationary costs have affected Hailey’s cost to provide parks, fire, recreation, and street facilities. Many cities (such as the City of Twin falls) follow the municipal cost index as a measurable way to track rising inflationary costs related to providing municipal services. From October 2021 to October 2022, the municipal cost index showed a year-over-year increase of 8.01% and a 6.6% year-over-year increase January 2022 to January 2023 (<https://www.americancityandcounty.com/municipal-cost-index/>).

Staff is recommending an amendment to the Hailey Development Impact Fee Ordinance, which would update the Development Impact Fee Schedule to adjust for inflationary costs based on the municipal cost index as published by the American Cities and County Magazine. The attached draft Ordinance would allow Hailey to waive the inflationary cost adjustment for any given fiscal year.

----- **FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # _____
Budget Line Item # _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Robyn Davis Phone #: 208.788.9815 ext. 2015

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

----- **RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**
Motion Language:
Approval: Motion to approve and conduct the first reading of Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule, to provide for annual adjustments tied to year-over-year inflationary adjustments in the cost of providing services, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote public health, safety and general welfare, and read by title only.

Continuation: Motion to continue the public hearing on the City-Initiated Text Amendment to the Hailey Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule to _____ [Council should specify a date].

Table: Motion to table the public hearing on the City-Initiated Text Amendment to Hailey Municipal Code, Chapter 15, Section 15.16.130, Development Impact Fee Schedule to provide for annual adjustments tied to year over year inflationary increases in the cost of providing services.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt. /Order Originals:

*Additional/Exceptional Originals to: _____

Copies (all info.):

Copies

Instrument # _____



Staff Report Hailey City Council Regular Meeting of May 22, 2023

To: Hailey City Council

From: Lisa Horowitz, City Administrator

Overview: Consideration of a City-Initiated Amendment to the Hailey Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule, to provide for annual adjustments tied to year-over-year inflationary increases in the cost of providing services.

Hearing: May 22, 2023

Notice: Notice for the public hearing was published in the Idaho Mountain Express on April 28, 2023 and mailed to public agencies on April 28, 2023.

Request: The intent of this request is to amend Hailey's Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule, to allow for annual inflationary increases to the Development Impact Fee Schedule.

Procedural History: Idaho Code §67-8201 *et seq.* allows Idaho municipal corporations to enact ordinances allowing cities to collect development impact fees. In 2007, Hailey adopted its first development impact fee (DIF) ordinance which is codified as Chapter 15.16 of the Hailey Municipal Code. As a basis for Hailey's development impact fee ordinance, the city engaged a consultant to develop a Development Impact Fee Study, which was updated in 2012, 2016, and 2021. The Hailey Development Impact Fee Advisory Committee meets annually to review the Capital Improvement Plan, and projects eligible for DIF funding.

Hailey, like many other cities, has found that inflationary costs have affected Hailey's cost to provide parks, fire, recreation, and street facilities. Many cities (such as the City of Twin Falls) follow the municipal cost index as a measurable way to track rising inflationary costs related to providing municipal services. From October 2021 to October 2022, the municipal cost index showed a year-over-year increase of 8.01% and a 6.6% year-over-year increase January 2022 to January 2023 (<https://www.americancityandcounty.com/municipal-cost-index/>) --

The **Municipal Cost Index (MCI)**, developed exclusively by *American City & County*, is designed to show the effects of inflation on the cost of providing municipal services. State and local government officials rely on *American City & County's* Municipal Cost Index to stay on top of price trends, monitor price increases for commodities, make informed government contract decisions and plan budgets intelligently. Since 1978, readers have loyally referred to the Municipal Cost Index to determine the cost of inflation and, hence, the rising cost of doing business as a local government.

On this page, Municipal Cost Index data for the current year and the year-to-year percentage change in the index compared to that month last year are displayed. Additionally, related data for the three indices that comprise the Municipal Cost Index are also shown. Scroll down to find historical data for the Municipal Cost Index and its component indices dating back to 1978.

Month (2023)	Municipal Cost Index (MCI)	MCI Yr-Yr % Change	Construction Cost Index (CCI)	CCI Yr-Yr % Change	Consumer Price Index (CPI)	CPI Yr-Yr % Change	Producer Price Index (PPI)	PPI Yr-Yr % Change
Jan	308.41	6.27%	348.66	5.98%	300.54	6.60%	259.90	6.41%
Feb	308.49	4.64%	348.86	4.86%	301.65	6.15%	258.65	2.30%
Mar								
Apr								
May								
Jun								
Jul								
Aug								
Sept								
Oct								
Nov								
Dec								

(Note: the consumer and producer price indexes are published monthly by the U.S. Department of Labor's Bureau of Labor Statistics. The PPI figure used is the number for all commodities. The municipal cost index incorporates the construction cost index, the consumer price index and the production price index.)

Staff is recommending an amendment to the Hailey Development Impact Fee Ordinance, which would update the Development Impact Fee Schedule to automatically adjust for inflationary costs based on the municipal cost index as published by the American Cities and County Magazine. The attached draft Ordinance would allow Hailey to waive the inflationary cost increase for any given fiscal year. The proposed ordinance language could read:

On the effective date of this Ordinance, and in January of each year thereafter in which an impact fee is in effect, the amount of the impact fee shall be automatically adjusted to account for year-over-year inflation increases in the cost of providing fire, parks and

recreation, and street public facilities, as well as CIP costs, to service new developments utilizing the latest available municipal cost index as published by “American Cities And County Magazine”. Nothing herein shall prevent Hailey from electing to maintain a then-existing fire, parks and recreation, street impact fee, and CIP costs, or from electing to waive inflation increases for any given fiscal year, or years. Any such action to determine inflation or adjustments shall be by City Council resolution. If a police development impact fee is adopted in the future, it shall be subject to the same herein.

Standards of Review:

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

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

1. The proposed amendment is in accordance with the comprehensive plan.

Development Impact Fees (DIF), including any associated amendments, are fees collected from development projects for the purpose of providing new or expanded public capital facilities required to serve that development. Such facilities include park updates, street repairs and maintenance, water and wastewater infrastructure, expansion of emergency services, capital improvement project costs, and more. DIFs have been contemplated within Hailey’s Comprehensive Plan and have been used in conjunction with a sound capital improvement plan for several years. While not an exhaustive list, some of the following goals from Hailey’s Comprehensive Plan are relevant to this text amendment and support DIFs, as follows:

Section 4: Recreation, Parks, and Lands

Goal 4.1: Create and maintain an interconnected system of parks, recreational facilities, trails, green spaces, and natural lands in order to provide diverse recreation opportunities for Hailey residents.

Section 9: Public Facilities, Utilities, and Services

Goal 9.1: Plan for the long-term utilities, service and facility needs of the city while minimizing impacts to the greatest extent possible.

Section 10: Transportation

Goal 10.1: Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient, and efficient multi-modal transportation system for all Hailey residents.

Development Impact Fees are currently collected for Parks and Paths, Fire and EMS, Streets, and CIP Costs. These monies assist in the creation of, maintenance costs, and general operations of services and amenities, such as parks, streets, water, and wastewater infrastructure, and more, to new and existing developments within the City of Hailey. To continue to provide desirable

public facilities, City Staff are supportive of the proposed amendment which allows for annual inflationary increases to the Development Impact Fee Schedule.

2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services. The proposed amendments will not result in a change in allowed uses nor will they create excessive additional requirements at the public cost for services. The amendments are intended to allow for annual inflationary increases to the Development Impact Fee Schedule.

3. The proposed uses are compatible with the surrounding area. The proposed text amendments will not impact compatibility.

4. The proposed amendment will promote public health, safety, and general welfare. The proposed amendments are consistent with the Hailey Comprehensive Plan, and no changes to allowed uses are anticipated.

Motion Language:

Approval: Motion to approve and conduct the first reading of Ordinance No._____, an Ordinance amending the Hailey Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule, to provide for annual adjustments tied to year-over-year inflationary adjustments in the cost of providing services, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote public health, safety and general welfare, and read by title only.

Continuation: Motion to continue the public hearing on the City-Initiated Text Amendment to the Hailey Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule to _____ [Council should specify a date].

Table: Motion to table the public hearing on the City-Initiated Text Amendment to Hailey Municipal Code, Chapter 15, Section 15.16.130, Development Impact Fee Schedule to provide for annual adjustments tied to year over year inflationary increases in the cost of providing services.

HAILEY ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 15: BUILDINGS AND CONSTRUCTION, CHAPTER 15.16: DEVELOPMENT IMPACT FEES, SECTION 15.16.130: DEVELOPMENT IMPACT FEE SCHEDULE OF THE HAILEY MUNICIPAL CODE TO PROVIDE FOR ANNUAL ADJUSTMENTS TIED TO YEAR-OVER-YEAR CHANGES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Idaho Code § 67-8201 *et seq.* allows Idaho municipal corporations to enact ordinances allowing cities to collect development impact fees;

WHEREAS, in 2007, Hailey adopted a development impact fee ordinance which is codified as Chapter 15.16 of the Hailey Municipal Code;

WHEREAS, as a basis for Hailey’s development impact fee ordinance, the City engaged a consultant to develop a Development Impact Fee Study;

WHEREAS, Hailey retained professional consultants to update Hailey’s development impact fees in 2012, 2016, and 2021;

WHEREAS, D.P. Guthrie, LLC, submitted a report for Development Impact Fees dated August 4, 2021 (“Updated Study”);

WHEREAS, the Hailey Development Impact Fee Advisory Committee has reviewed the Updated Study and submitted written comments to the Hailey City Council, WHICH ADOPTED THE Report on _____;

WHEREAS, inflationary costs have affected Hailey’s cost to provide for and/or maintain parks, fire, recreation, and street facilities;

WHEREAS, Hailey now desires to amend the Hailey Development Impact Fee Ordinance to update the Development Impact Fee Schedule to adjust for cost changes based on the municipal cost index as published by the American Cities and County Magazine;

WHEREAS, these amendments allow Hailey to waive any changes for any given fiscal year;

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

Section 1. Section 15.16.130 of the Hailey Municipal Code is amended by the addition of the underlined language, as follows:

On the effective date of this Ordinance, and in January of each year thereafter in which an impact fee is in effect, the amount of the impact fee shall be adjusted to account for year-over-year changes in the cost of providing fire, parks and recreation, and street public facilities, as well as CIP costs, to service new developments utilizing the latest available municipal cost index as published by “American Cities And County Magazine”. Nothing herein shall prevent Hailey from electing to maintain a then-existing fire, parks and recreation, street impact fee, and CIP costs, or from electing to waive any changes s for any given fiscal year, or years. Any such action to determine adjustments shall be by City Council resolution. If a police development impact fee is adopted in the future, it shall be subject to the same herein.

Section 2. SEVERABILITY CLAUSE. If any section, paragraph, sentence, or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. REPEALER CLAUSE. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this ___ day of ____, 2023.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Published Summary:

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Consideration of a Preliminary Plat Application by ARCH Community Housing, wherein Lots 1 and 2, Block 21, Woodside Subdivision #21 (2711 and 2721 Shenandoah Drive) are reconfigured, creating Lot 1, comprising of 11,105 square feet, Lot 2, comprising of 11,080 square feet and Lot 3, comprising of 29,763 square feet within the Limited Business (LB) Zoning District.

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

BACKGROUND: In June 2017, the Hailey Planning and Zoning Commission approved a Design Review Application for two (2), four-unit buildings located on Lots 1 and 2, Block 21, Woodside Subdivision #6. This proposal included construction of a 24'-wide and a 26'-wide parking access lane located to the west and rear of the buildings located on Lots 1 and 2. A sidewalk along the entire property frontage of Shenandoah Drive was also constructed, as well as additional paths to/from each unit.

A Planned Unit Development (PUD) Agreement was reviewed and approved by the Hailey City Council on April 25, 2022, and a Design Review Application was approved by the Hailey Planning and Zoning Commission on August 15, 2022. Under the PUD Agreement and as a Public Amenity, the Applicant is proposing that four (4) of the twelve (12) units be reserved for hospital employees for which rent will be based on income and will not exceed more than thirty (30) percent of the employee's adjusted gross income. The remaining eight (8) units will be rent-restricted units for other area employers or residents, rented at a maximum rent of 30% of adjusted gross income for that household.

There is a shortage of housing for local employers in the Wood River Valley. As a community benefit, the Applicant is proposing to provide the above listed amenity in-lieu of or a waiver to the required park dedication and/or payment in-lieu dedication (Section 16.04.110.A1). The waivers requested and the amenities proposed were discussed and approved by the Council in April 2022.

Now, the Applicant is requesting Council approved of the Preliminary Plat Application by ARCH Community Housing Trust, Inc. wherein Lot 1 and Lot 2, Block 21, Woodside Subdivision #6 are reconfigured to form three (3) lots. Lot 1 would be 11,105 square feet in size; Lot 2 would be 11,080 square feet; Lot 3 would be 29,763 square feet in size. A total of twelve (12) additional residential units are proposed on Lot 3; eight (8) residential units are existing and located on Lot 1 and Lot 2. The total number of units located within the proposed 1.2-acre subdivision is twenty (20) units. The Hailey Planning and Zoning Commission reviewed and approved the Preliminary Plat Application on March 21, 2022. Any comments, suggestions, and/or recommendations have been incorporated within the attached Staff Report.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing and approve the Preliminary Plat Application by ARCH Community Housing, wherein Lots 1 and 2, Block 21, Woodside Subdivision #21 (2711 and 2721 Shenandoah Drive) are reconfigured, creating Lot 1, comprising of 11,105 square feet, Lot 2, comprising of 11,080 square feet and Lot 3, comprising of 29,763 square feet within the Limited Business (LB) Zoning District.



STAFF REPORT
Hailey City Council
Regular Meeting of May 22, 2023

To: Hailey City Council

From: Emily Rodrigue, Community Development Resilience Planner/City Planner

Overview: Consideration of a Preliminary Plat Application by ARCH Community Housing Trust, Inc., represented by Galena Engineering, wherein Lot 1 and Lot 2, Block 21, Woodside Subdivision #6 are reconfigured to form three (3) lots. Lot 1 would be 11,105 square feet in size; Lot 2 would be 11,080 square feet; Lot 3 would be 29,763 square feet in size. A total of twelve (12) additional residential units are proposed on Lot 3; eight (8) residential units are existing and located on Lot 1 and Lot 2. The total number of units located within the proposed 1.2-acre subdivision is twenty (20) units. This project is located along Shenandoah Drive (2711 & 2721 Shenandoah Drive), in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

Hearing: May 22, 2023

Applicant: ARCH Community Housing Trust, Inc.
Location: Lot 1 and Lot 2, Block 21, Woodside Subdivision #6 (2711 & 2721 Shenandoah Drive)
Zoning/Size: Limited Business (LB) Zone District; 1.2 acres (52,272 square feet)

Notice: Notice for the public hearing was published in the Idaho Mountain Express as a Display Ad on May 5, 2023 and mailed to property owners on May 4, 2023.

Background: Consideration of a Preliminary Plat Application by ARCH Community Housing Trust, Inc., represented by Galena Engineering, wherein Lot 1 and Lot 2, Block 21, Woodside Subdivision #6 are reconfigured to form three (3) lots. Lot 1 would be 11,105 square feet in size; Lot 2 would be 11,080 square feet; Lot 3 would be 29,763 square feet in size. A total of twelve (12) additional residential units are proposed on Lot 3; eight (8) residential units are existing and located on Lot 1 and Lot 2. The total number of units located within the proposed 1.2-acre subdivision is twenty (20) units. The Hailey Planning and Zoning Commission reviewed and approved the Preliminary Plat Application on March 21, 2022. Any comments, suggestions, and/or recommendations have been incorporated herein.

In June 2017, the Hailey Planning and Zoning Commission approved a Design Review Application for two (2), four-unit buildings located on Lots 1 and 2, Block 21, Woodside Subdivision #6. This proposal included construction of a 24'-wide and a 26'-wide parking access lane located to the west and rear of the buildings located on Lots 1 and 2. A sidewalk along the entire property frontage of Shenandoah Drive was also constructed, as well as additional paths to/from each unit.

A Planned Unit Development (PUD) Agreement was reviewed and approved by the Hailey City Council on April 25, 2022, and a Design Review Application was approved by the Hailey Planning and Zoning Commission on August 15, 2022. Under the PUD Agreement and as a Public Amenity, the Applicant is

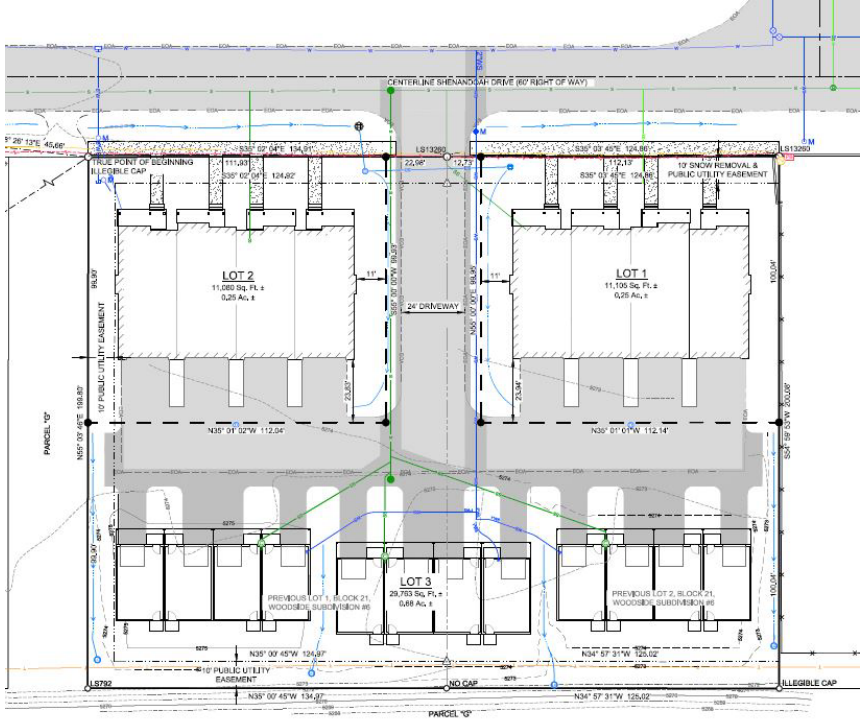
proposing that four (4) of the twelve (12) units be reserved for hospital employees for which rent will be based on income and will not exceed more than thirty (30) percent of the employee’s adjusted gross income. The remaining eight (8) units will be rent-restricted units for other area employers or residents, rented at a maximum rent of 30% of adjusted gross income for that household.

There is a shortage of housing for local employers in the Wood River Valley. As a community benefit, the Applicant is proposing to provide the above listed amenity in-lieu of or a waiver to the required park dedication and/or payment in-lieu dedication (Section 16.04.110.A1). The waivers requested and the amenities proposed were discussed and approved by the Council in April 2022.

Procedural History: The Application was submitted on February 2, 2022 and certified complete on February 2, 2022. A public hearing before the Hailey City Council will be held on May 22, 2023 in the City Council Chambers and virtually via GoTo Meeting.

Standards of Evaluation for a Subdivision				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.06.050	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Department Comments	Engineering: <i>No Comments</i>
				<i>Life/Safety: Per the Fire Chief the parking access lane should be 26' wide.</i>
				<i>Water and Sewer: The Wastewater Division recommends that sewer services be positioned at the center of each building unit. This has been made a Condition of Approval.</i>
				<i>The Water Division is requesting that the Applicant provide a statement of compliance that three (3) units behind the single meter are in conformance with the DEQ Plumbing MOU. This has also been made a Condition of Approval.</i>
				<i>Building: No comments</i>
				<i>Streets: No comments</i>
				<i>Landscaping/Parks: No comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.010 Development Standards	Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.
			<i>Staff Comments</i>	<i>Please refer to the specific standards as noted herein.</i>
16.04.020: Streets:				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
			16.04.020	Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe

				<p>and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.</p> <p><i>Staff Comments</i> The subject parcels are located along Shenandoah Drive, an existing street. An existing 24'-wide asphalt parking access lane exists from Shenandoah Drive and a 26'-wide parking access lane behind existing Lots 1 and 2 is in place to service the existing units. The Applicant intends to increase the width of the existing 24' parking access lane to 28' in width. These service all units, both new and existing, within the development.</p> <p>All driveways are oriented toward the parking access lanes; all onsite parking is located within and/or in front of the proposed structures.</p> <p>Existing street alignments for Shenandoah Drive are adequate to safely accommodate existing and anticipated vehicular traffic.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.</p> <p><i>Staff Comments</i> N/A, as no cul-de-sacs or dead-end streets and alleys are proposed.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions, or other factors that could limit access.</p> <p><i>Staff Comments</i> Access to the site can be achieved from Shenandoah Drive. Vehicle congestion, terrain and other factors that could limit access are not anticipated.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	<p>Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.</p> <p><i>Staff Comments</i> The subject parcels are located along Shenandoah Drive, an existing street. An existing 24'-wide asphalt parking access lane exists from Shenandoah Drive, which will be widened with the construction of the additional units to 28' in width to meet Fire Department requirements. A 28'-wide parking access lane behind existing Lots 1 and 2 will service the new units. No three-way intersections are proposed at this time, and it appears that all streets are intersecting at 90-degree angles.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	<p>Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.</p>

			Staff Comments	<i>N/A, as Shenandoah Drive is existing. The parking access lane off of Shenandoah Drive is also existing and is 24' in width. This lane will be widened to 28' in width, which will service all units, both new and existing. No traffic calming measures are existing or are proposed at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F.	<p>Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.</p> <p>Staff Comments</p> <p><i>The existing parking access lanes are 24' in width. Both will be widened to 28' in width to comply with IFC regulations.</i></p> 
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G.	<p>Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.</p> <p>Staff Comments</p> <p><i>Shenandoah Drive is existing. The parking access lanes service the proposed project. Roadway travel surfaces and widths meet City Standards.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H.	<p>Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.</p> <p>Staff Comments</p> <p><i>The site is generally flat and the public road, Shenandoah Drive, is existing. Road grades appear to be at least two (2%) percent or greater, but not more than six (6%) percent.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I.	<p>Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer</p>

				shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm water Discharge from Construction Activity" for all construction activity affecting more than one acre.
			<i>Staff Comments</i>	<i>The City Engineer will review all proposed storm sewers, drywells and other drainage facilities. Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	J.	Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.
			<i>Staff Comments</i>	<i>N/A, as it doesn't appear that street and traffic control signs are needed at this time. If signage is needed, any and all new signage shall be installed per City Standards, which a final review and approval will be conducted prior to issuance of a Building Permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	K.	Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.
			<i>Staff Comments</i>	<i>The streets within the proposed project are existing platted streets, including Shenandoah Drive. The internal parking access lanes are also existing and will be privately maintained.</i>
			L.	Private Streets:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 1.	Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.
			<i>Staff Comments</i>	<i>N/A, as no private streets are proposed. Parking access lanes are existing (both will be widened) and will be maintained by the homeowner's association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 2.	Private streets, wherever possible, shall provide interconnection with other public streets and private streets.
			<i>Staff Comments</i>	<i>The parking access lanes are existing and connect to the public street, Shenandoah Drive. The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 3.	The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.
			<i>Staff Comments</i>	<i>N/A, as no private streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 4.	Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.
			<i>Staff Comments</i>	<i>N/A, as no private streets are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 5.	Private streets shall have adequate and unencumbered 10-foot-wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.
			<i>Staff Comments</i>	<i>No private streets are proposed. There is an existing 10'-wide Snow Removal and Public Utility Easement that exists along the property frontage of Shenandoah Drive. This easement will be utilized for snow removal purposes.</i>

				<i>The Snow Storage Exhibit prepared by the Applicant proposes 14,554 square feet of parking, hardscape, and pedestrian circulation. Twenty-five percent (25%) of 14,544 square feet is approximately 3,640 square feet. The Applicant is proposing approximately 4,870 square feet for snow storage, as shown in the attached Snow Storage Exhibit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 6.	Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10'x20') if angle parking, or ten feet by twenty-four feet (10'x24') if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.
			<i>Staff Comments</i>	<i>Per the Hailey Municipal Code, Multifamily Dwellings are required to provide at least 1.5 onsite parking spaces. For proposed Lot 3, there will be 12 additional residential units; therefore, 18 additional onsite spaces are required. The site plan shows a total of 24 onsite parking spaces: a one-car garage and a one-car driveway space per unit. No off-street parking is proposed, and no guest parking is proposed, nor is it required, as there are no existing or proposed private streets.</i>
			M.	Driveways:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 1.	Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.
			<i>Staff Comments</i>	<i>The proposed residential units can be accessed from parking access lanes off of Shenandoah Drive. All driveways are oriented toward the access lanes and all onsite parking is located within and/or in front of the proposed structures.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 2.	Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths: a) Accessing one residential unit: twelve feet (12') b) Accessing two residential units: sixteen feet (16') No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.
			<i>Staff Comments</i>	<i>The private access lanes are existing and constructed of an all-weather surface. All driveways will be constructed of an all-weather surface. The parking access lanes are 24' in width and 26' in width; both will be widened to 28' in width.. This has been made a Condition of Approval.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M. 3.	Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.
			<i>Staff Comments</i>	<i>N/A, as no driveways exceed 150'.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 4.	Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.
			<i>Staff Comments</i>	<i>All driveways and the existing parking access lanes will be managed and maintained by the homeowner's association.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 5.	The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.
			Staff Comments	The plat needs to be modified to show the parking access lanes as a platted parcel or dedicated driveway easement, and shall reflect the appropriate road width of 28'. This has been made a Condition of Approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 6.	No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.
			Staff Comments	All driveways are oriented internally toward the parking access lanes. Said driveways do not appear to impact existing infrastructure and appear to be compatible with existing and planned residential units.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N.	Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
			Staff Comments	The parking access lanes are existing and have been reviewed by the Fire Chief as to their functioning as access lanes. These lanes will be acceptable and comply with the IFC Requirements, as well as other applicable codes and ordinances if widened to a minimum of 26' in width. The Applicant intends to widen the lanes to 28' in width.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O.	Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
			Staff Comments	Please refer to Section 16.04.020(N), comments noted above, for further information.

16.04.030: Sidewalks and Drainage Improvements

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.
			Staff Comments	A 5'-wide sidewalk is existing and shown along the property frontage of Shenandoah Drive. To safely access each unit located along Shenandoah Drive, sidewalk connections were made during construction of the first eight (8) residential units. These sidewalks comply with City Standards and no additional sidewalks are proposed at this time. Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
			Staff Comments	Please refer to Section 16.04.030(A), comments noted above, for further information. The Commission found that this standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.
			Staff Comments	A 5'-wide sidewalk is existing and shown along the property frontage of Shenandoah Drive. To safely access each unit located along Shenandoah Drive, sidewalk connections were made during construction of the first eight (8)

				<i>residential units. These sidewalks comply with City Standards and no additional sidewalks are proposed at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.030 for further information. This standard will be met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.
			<i>Staff Comments</i>	<i>N/A.</i>
16.04.040: Alleys and Easements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
			A.	Alleys:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	Alleys shall be provided in all Business District and Limited Business District developments where feasible.
			<i>Staff Comments</i>	<i>N/A, as no alleys exist. A 10'-wide Snow Removal and Public Utility Easement exists along the property frontage of Shenandoah Drive. A 10'-wide Public Utility Easement exists along the northern property boundary, and a 10'-wide Public Utility Easement exists to the rear of the parcel. These easements will serve as public utility easements for the site.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 2.	The minimum width of an alley shall be twenty-six (26') feet.
			<i>Staff Comments</i>	<i>N/A, as no alley are proposed or existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 3.	All alleys shall be dedicated to the public or provide for public access.
			<i>Staff Comments</i>	<i>The parking access lanes are existing (both to be widened) and shall serve the existing and proposed residential units. These lanes are proposed to function as access for the site. Easements located along the north, east and west property lines serve as public utility easements for the site.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 4.	All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.
			<i>Staff Comments</i>	<i>All infrastructure to the site will be installed underground. Such infrastructure will be installed within the existing Public Utility Easements and/or within the parking access lanes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 5.	Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.
			<i>Staff Comments</i>	<i>No alleys exist and/or are proposed. The parking access lanes (one to be widened) are intended to serve the proposed and existing residential units. These lanes are proposed to function as access, as well as be a site for various utilities and infrastructure. Public Utility Easements also exist along the north, east and west property lines. A Grading and Drainage Plan and been submitted and appears to be adequate for the site; however, this is currently being reviewed by the City Engineer. Any additional comments or concerns will be brought to the hearing.</i>
			A. 6.	Dead-end alleys shall not be allowed.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Staff Comments</i>	<i>N/A, as no dead-end alleys are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 7.	Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.
			<i>Staff Comments</i>	<i>Easements are currently shown for utilities along the north, east and west property lines and within 10'-wide Public Utility Easements. The parking access lanes are also proposed to function as access, as well as be a site for various utilities and infrastructure.</i>
				Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot-wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.
			<i>Staff Comments</i>	<i>N/A, as this site does not border the Big Wood River. The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.
			<i>Staff Comments</i>	<i>No natural resource, riparian area, hazardous area, or other limitation requires an easement, as specified above, for the proposed subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.
			<i>Staff Comments</i>	<i>There is an existing 10'-wide Snow Removal and Public Utility Easement that exists along the property frontage of Shenandoah Drive. This easement will be utilized for snow removal purposes. The Snow Storage Exhibit prepared by the Applicant proposes 14,554 square feet of parking, hardscape, and pedestrian circulation. Twenty-five percent (25%) of 14,544 square feet is approximately 3,640 square feet. The Applicant is proposing approximately 4,870 square feet for snow storage, as shown in the attached Snow Storage Exhibit.</i>
16.04.050: Blocks				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.050	Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.
			<i>Staff Comments</i>	<i>N/A, as no blocks are proposed.</i>
16.04.060: Lots				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060	<p>Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the district in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.</p> <p><i>Staff Comments</i></p> <p>All lots conform to the minimum standards for lots located within the LB Zoning District. Lot 1 and 2 are existing and are approximately 11,000 square feet in size. Proposed Lot 3 is 29,763 square feet in size. Overall, the site is approximately 1.2 acres in size. Within the LB Zoning District, the Applicant is permitted to construct 24 units per acre. The Applicant is proposing to construct 20 units per acre and is offering the following amenities:</p> <ul style="list-style-type: none"> - The Applicant is proposing that four (4) of the twelve (12) units be reserved for hospital employees for which rent will be based on income and will not exceed more than thirty (30) percent of the employee's adjusted gross income. The remaining eight (8) units will be rent-restricted units for other area employers or residents rented at a maximum rent of 30% of adjusted gross income for that household.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	<p>If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.</p> <p><i>Staff Comments</i></p> <p><i>N/A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot-wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).</p> <p><i>Staff Comments</i></p> <p><i>N/A, as no double frontage lots are proposed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.</p> <p><i>Staff Comments</i></p> <p><i>No unbuildable lots are platted but may be added to address the platted parcel or dedicated driveway easement noted above.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	<p>A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The "flagpole" portion</p>

				of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.
			<i>Staff Comments</i>	<i>N/A, as no flag lots are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E.	All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.
			<i>Staff Comments</i>	<i>The Applicant is proposing to reconfigure the existing parcels from two (2) lots to three (3) lots. All lots have frontage on the public street, Shenandoah Drive. The frontage for the back (flag) lot is greater than 26’ in width, which is the width required by the Fire Chief for access.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F.	In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e., lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.
			<i>Staff Comments</i>	<i>N/A, as this project is not located within the Townsite Overlay (TO) Zone District.</i>
16.04.070: Orderly Development				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.
			<i>Staff Comments</i>	<i>The Applicant is proposing a three-phase development with Phase I to include construction of one (1), four-unit building beginning in July 2022, with completion by Summer 2023. Subsequent phases, one (1) building per phase, are expected to be constructed over the next six (6) years. Each phase will have the ability to stand on its own, and each building will be constructed within approximately one (1) calendar year. Development of a Phasing Plan and Agreement are currently underway.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Agreement: Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.
			<i>Staff Comments</i>	<i>The Applicant is proposing a three-phase development with Phase I to include construction of one (1), four-unit building beginning in July 2022, with completion by Summer 2023. Subsequent phases, one (1) building per phase, are expected to be constructed over the next six (6) years. Each phase will have the ability to stand on its own, and each building will be constructed within approximately one (1) calendar year. Development of a Phasing Plan and Agreement are currently underway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	Mitigation of Negative Effects: No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following: a) Provision of on-site or off-site street or intersection improvements. b) Provision of other off-site improvements. c) Dedications and/or public improvements on property frontages.

				<p>d) Dedication or provision of parks or green space.</p> <p>e) Provision of public service facilities.</p> <p>f) Construction of flood control canals or devices.</p> <p>g) Provisions for ongoing maintenance.</p>
			<i>Staff Comments</i>	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	<p>When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:</p> <ol style="list-style-type: none"> 1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic. 2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations. 3. Water main lines and sewer main lines shall be designed in the most effective layout feasible. 4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible. 5. Park land shall be most appropriately located on the Contiguous Parcels. 6. Grading and drainage shall be appropriate to the Contiguous Parcels. 7. Development shall avoid easements and hazardous or sensitive natural resource areas. <p>The commission and council may require that any or all contiguous parcels be included in the subdivision.</p>
			<i>Staff Comments</i>	N/A.
16.04.080: Perimeter Walls, Gates and Berms				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080	<p>The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.</p>
			<i>Staff Comments</i>	N/A, as no perimeter walls, gates, landscape berms or retaining walls are proposed.
16.04.090: Cuts, Fills, Grading and Drainage				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.</p>
			<i>Staff Comments</i>	<p>The proposed subdivision complements the pattern of the surrounding area and greater Woodside Subdivision. No mature landscaping exists on proposed Lot 3, and lawn, shrubs and deciduous trees were planted prior to the completion of the first eight (8) units located on Lots 1 and 2.</p> <p>The proposed project intends to submit a Landscaping Plan that carefully considers the natural topography and soil conditions of the parcels and</p>

				<i>surrounding area. This plan will be submitted at a later date and concurrently with the Design Review submittal.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.
			<i>Staff Comments</i>	<i>N/A, as the City Engineer has not required a Soils Report from the Applicant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information: <ul style="list-style-type: none"> a) Proposed contours at a maximum of two (2) foot contour intervals; b) Cut and fill banks in pad elevations; c) Drainage patterns; d) Areas where trees and/or natural vegetation will be preserved; e) Location of all street and utility improvements including driveways to building envelopes; and f) Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.
			<i>Staff Comments</i>	<i>Grading has been developed for proposed Lot 3 and the surrounding area. Preliminary grading, drainage, and any street and utility improvements will be reviewed at final design by the City Engineer. No concerns have been noted at this time.</i>
			B.	Design Standards: The proposed subdivision shall conform to the following design standards:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 1.	Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
			<i>Staff Comments</i>	<i>Very little grading will be necessary as the site is relatively flat. That said, a Grading Plan has been submitted and will be reviewed and approved by the City Engineer prior to issuance of a Building Permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 2.	Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.
			<i>Staff Comments</i>	<i>The site is relatively flat and appears to be well suited for development. That said, City Staff strongly encourages the Applicant to reduce the amount of turf planted. By reducing the amount of turf on any new lot or subdivision, we can better reduce unnecessary water consumption and usage. We've implemented these and/or similar standards, as noted below, in other subdivisions across Hailey (Sunbeam Subdivision, Colorado Gulch Preserve Subdivision, and Winterhaven Estates Subdivision) to reduce water consumption and usage. As such, the following shall be added as a plat note and applicable to Lots 1 and 2 (for redevelopment) and Lot 3 (for development):</i> <i>"The following turf landscape restrictions shall apply on proposed Lot 3, and existing Lots 1 and 2 if redevelopment occurs:</i> <ul style="list-style-type: none"> i. <i>A maximum of forty percent (40%) of the total land area may be turf.</i> ii. <i>Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.</i> iii. <i>Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent".</i>

				<p>iv. <i>Artificial turf may also be utilized as an alternative to real turf.</i></p> <p><i>This has been made a Condition of Approval. The Commission discussed the turf landscape restrictions and recommended that artificial turf be added as an alternative to the utilization of real turf.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	<p>Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.</p>
			<i>Staff Comments</i>	<i>Erosion control and re-vegetation shall be included in final design..</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 4.	<p>Where cuts, fills or other excavation are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a) Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b) Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM). c) Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability. d) Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope. e) Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.
			<i>Staff Comments</i>	<i>Proposed grading and drainage appear to be adequate for the site but shall meet the approval of the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 5.	<p>The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water Discharge from Construction Activity" for all construction activity affecting more than one acre.</p>
			<i>Staff Comments</i>	<p><i>A Drainage Plan has been submitted and storm water will be retained onsite. Runoff is within the landscaped/parking areas and is directed to drywells, as noted on the Drainage Plan. The Drainage Plan will be further reviewed and approved by the City Engineer prior to issuance of a Building Permit.</i></p> <p><i>Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval.</i></p>
16.04.100: Overlay Districts				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
			A.	Flood Hazard Overlay District:

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Flood Hazard Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 2.	Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Flood Hazard Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 3.	Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located adjacent to the Big Wood River or its tributaries.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Hillside Overlay District:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Hillside Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Hillside Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 3.	All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Hillside Overlay District.</i>

16.04.110: Parks, Pathways and Other Green Spaces

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.</p> <p><i>Staff Comments</i></p> <p><i>The Applicant has submitted a Planned Unit Development Agreement concurrently with this application, as well as a Design Review Preapplication. The PUD Development Agreement, approved on April 25, 2022 by the Hailey City Council, outlines several community benefits through the provision of affordable housing:</i></p> <p><i>On this 1.2-acre, Limited Business (LB) zoned property, there is a potential for 24 units. Of those 24 units, eight (8) existing units (33% of total potential units) are financed through Idaho Housing and Finance Association (IHFA) to households earning 60% or less of Area Median Income. The existing units make up 40% of proposed units.</i></p> <p><i>The Applicant is further proposing that four (4) of the twelve (12) new units be reserved for hospital employees for which rent will be based on income and will not exceed more than thirty (30) percent of the employee's adjusted gross income. The remaining eight (8) units will be rent-restricted units for other area employers or residents rented at a maximum rent of 30% of adjusted gross income for that household.</i></p>

				<p>By providing such benefits, the Applicant is requesting a waiver of the Park Dedication and/or Park Payment In-Lieu Fee, outlined in Section 16.04.110.A1. If approved, no green space/park requirements or park land improvements will be required by the city, unless otherwise specified in the Development Agreement, or agreed to, in writing.</p> <p>The Council discussed the location of the project in proximity to municipal parks: Keefer Park is approximately 0.5 miles from the proposed development; Kiwanis (Balmoral) Park is approximately 0.7 miles from the proposed development; and Founders Field is approximately 1.2 miles from the proposed development. Given its proximal position to municipal parks, the Council agreed that the affordable housing amenity proposed is more valuable than the installation of a new park and/or payment of park in-lieu fees. The Council agreed to accept the waiver to the park dedication and park in-lieu fees.</p>
			A. 1.	Parks:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1. a.	<p>The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:</p> <p>$P = x \text{ multiplied by } .0277$</p> <p>“P” is the Parks contribution in acres</p> <p>“x” is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.</p>
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.1.b	<p>In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a park shall be reduced by 75%, but in no event shall the area required for a park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.</p>
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	<p>Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.</p>
			<i>Staff Comments</i>	<i>A 5'-wide sidewalk is existing and shown along the property frontage of Shenandoah Drive. To safely access each unit located along Shenandoah Drive, sidewalk connections were made during construction of the first eight (8) residential units. These sidewalks comply with City Standards and no additional sidewalks are proposed at this time.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:</p> <ul style="list-style-type: none"> a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a)

				<p>such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies),</p> <p>c) Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units.</p> <p>d) Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.</p>
			<i>Staff Comments</i>	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.
			<i>Staff Comments</i>	N/A. Please refer to Section 16.04.110 for further detail.
			D.	Minimum Requirements:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 1.	Private Green Space: Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.
			<i>Staff Comments</i>	N/A. Please refer to Section 16.04.110(A.1.a) for further information.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 2.	Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.
			<i>Staff Comments</i>	N/A. Please refer to Section 16.04.110 for further detail.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 3.	Mini Park: A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.
			<i>Staff Comments</i>	N/A. Please refer to Section 16.04.110 for further detail.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 4.	Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.
			<i>Staff Comments</i>	N/A. Please refer to Section 16.04.110 for further detail.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 5.	Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The city may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a park for every square foot of qualified dedicated Pathway right-of-way.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 1.	Shall meet the minimum applicable requirements required by Subsection D of this section.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 2.	Shall provide safe and convenient access, including ADA standards.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 3.	Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 4.	Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 5.	Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 6.	Shall require low maintenance or provide for maintenance or maintenance endowment.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F.	Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. 1.	Shall meet the minimum applicable requirements required by Subsection D of this section.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. 2.	Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.

			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
			G.	Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 1.	Shall meet the minimum applicable requirements required by section 4.10.04 of this section.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 2.	Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 3.	The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 4.	The private ownership and maintenance of green space shall be adequately provided for by written agreement.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
			H.	In-Lieu Contributions:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 1.	After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 2.	The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., \$/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of these ordinances. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 3.	Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 4.	In-lieu contributions must be segregated by the city and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
16.05: Improvements Required:				
Compliant		Standards and Staff Comments		

Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.010	<p>Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.</p> <p><i>Staff Comments</i> <i>The Applicant intends to construct all necessary infrastructure if the project is approved.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Plans Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.</p> <p><i>Staff Comments</i> <i>This standard will be met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.</p> <p><i>Staff Comments</i> <i>This standard will be met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except those parks shall be guaranteed and maintained by the developer for a period of two years.</p> <p><i>Staff Comments</i> <i>This standard will be met.</i></p>
16.05.020: Streets, Sidewalks, Lighting, Landscaping				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.020	<p>Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.</p> <p><i>Staff Comments</i> <i>All public infrastructure shall meet City specifications. No streetlights are needed or proposed at this time.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)</p> <p><i>Staff Comments</i> <i>Any and all street cuts for the installation of the water and sewer mains shall be per this standard.</i></p>

				<p>Connection details to the existing water and wastewater systems shall be approved by the Water and Wastewater Divisions prior to construction. Street cuts shall be approved by the Streets Division prior to construction. All infrastructure will be approved by the city prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.</p>
			<i>Staff Comments</i>	<p>Street names and signage exist and meet this standard.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	<p>Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance.</p>
			<i>Staff Comments</i>	<p>N/A, as no streetlights are shown and/or proposed.</p>
16.05.030: Sewer Connections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.030	<p>Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.</p>
			<i>Staff Comments</i>	<p>Connection details to the existing sewer system shall be approved by the Wastewater Division prior to construction. All infrastructure will require detailed final construction drawings, to be submitted to the city and approved by the city prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.</p> <p>The Wastewater Division recommends that the Applicant position sewer services at the center of each building unit. This has been made a Condition of Approval.</p>
16.05.040: Water Connections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.</p>
			<i>Staff Comments</i>	<p>Connection details to the existing water system shall be approved by the Water Division prior to construction. All infrastructure will require detailed final construction drawings, to be submitted to the city and approved by the city prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.</p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.
			<i>Staff Comments</i>	<i>N/A, as this project is not within the Townsite Overlay (TO) District.</i>
16.05.050: Drainage				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.050	Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)
			<i>Staff Comments</i>	<i>Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit.</i>
16.05.060: Utilities				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.060	Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.
			<i>Staff Comments</i>	<i>All utilities are shown to be installed underground and within either the existing Public Utility Easements located along the north, east and west or the existing private access lanes. Staff further recommends that the Applicant consider wiring for electric car charging and/or future solar power generation.</i>
16.05.070: Parks, Green Space				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.070	Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.
			<i>Staff Comments</i>	<i>See Section 16.04.110 for further detail.</i>
16.05.080: Installation to Specifications; Inspections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.080	Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the city engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.
			<i>Staff Comments</i>	<i>An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure compliance with City of Hailey code.</i> <i>The city will need to select an inspector, to be paid for by the Applicant, for all water, sewer, and roadway infrastructure during construction.</i>
16.05.090: Completion; Inspections; Acceptance				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the city prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.

			<i>Staff Comments</i>	<i>This standard will be met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	The developer may, in lieu of actual construction, provide to the city security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)
			<i>Staff Comments</i>	<i>N/A, as the completion of all major infrastructure by the Developer is preferred over bonding.</i>
16.05.100: As Built Plans and Specifications				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.100	As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of “as-built plans and specifications” certified by the developer’s engineer shall be filed with the City engineer. (Ord. 1191, 2015)
			<i>Staff Comments</i>	<i>As built drawings will be required.</i>

Summary and Suggested Conditions: The Council shall review the Preliminary Plat Application and continue the public hearing, approve, conditionally approve, or deny the Application. If approved, the Final Plat Application will be forwarded to Hailey City Council for review at a subsequent hearing.

The following are suggested Conditions of Approval for this Application:

General Conditions:

- a) All conditions of the Planned Unit Development approval and PUD Agreement shall be met.
- b) All Fire Department and Building Department requirements shall be met.
- c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:
 - i. Permits shall be obtained for installation of all drywells.
 - ii. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
 - iii. The Applicant shall position sewer services at the center of each building unit.
 - iv. Additional infrastructure improvements were addressed in Design Review (Findings of Fact dated September 6, 2022) and have been made Conditions of Approval under the Design Review approval.
- d) All improvements and all improvements within the public right-of-way shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
- e) The Final Plat must be submitted within two (2) calendar years from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.
- f) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.

Streets and Right-of-Ways:

- g) The existing parking access lane shall be increased to a width minimum of 26’.

- h) The area designated for a parking access aisle/driveway serving more than one (1) dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement.

Other:

- i) The following shall be added as a plat note and applicable to proposed Lot 3, as well as to existing Lots 1 and 2, if redevelopment occurs:
 - “The following turf landscape restrictions shall apply on proposed Lot 3, and existing Lots 1 and 2 if redevelopment occurs:
 - i. A maximum of forty percent (40%) of the total land area may be turf.
 - ii. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.
 - iii. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent”.
 - iv. Artificial turf may also be utilized as an alternative to real turf.

Motion Language:

Approval: Motion to approve the Preliminary Plat Application by ARCH Community Housing Trust, Inc., wherein Lot 1 and Lot 2, Block 21, Woodside Subdivision #6 are reconfigured to form three (3) lots, finding that the application meets all City Standards, and that Conditions (a) through (i) will be met.

Denial: Motion to deny the Preliminary Plat Application by ARCH Community Housing Trust, Inc., represented by Galena Engineering, wherein Lot 1 and Lot 2, Block 21, Woodside Subdivision #6 are reconfigured to form three (3) lots, finding that _____ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

SCALE: 1" = 20'

LEGEND

- Property Line
- - - Proposed Lot Line
- - - Containing of Right of Way
- - - Lot Line to be Vacated
- - - Easement, Type & Width as Shown
- - - Edge of Asphalt
- - - GIS Tie Line
- - - Buried Power Line
- - - Fence Line
- - - Existing Water Main
- - - Proposed Water Service
- - - Existing Sewer Main
- - - Existing Sewer Service
- - - Proposed Sewer Main
- - - Proposed Sewer Service
- - - Cable TV Line
- - - Buried Telephone Line
- - - Flow Line
- Found Brass Cap in Asphalt
- Found Aluminum Cap on 5/8" Rebar
- Found 3/8" Rebar
- 5/8" Rebar to be Set, P.L.S. 16570
- Calculated Point, Nothing Set
- Water Valve
- Proposed Water Meter
- Existing Water Meter
- Tapping Saddle Assembly
- 90 Degree Fitting With Thrustblock
- Proposed Landscape Drywell
- Existing Drywell
- Existing Catch Basin Area
- Proposed Catch Basin Area
- Existing Sewer Manhole
- Proposed Sewer Manhole
- Proposed Sewer Cleanout
- Telephone Riser
- Proposed Transformer
- Cable TV Riser
- ~ Proposed 5' Contour Interval
- ~ Existing 5' Contour Interval
- ~ Existing 1' Contour Interval
- Existing Building
- New Asphalt
- Existing Asphalt
- Existing Sidewalk

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 1 & 2, Block 21, Woodside Subdivision No. 6 and replat it to create Lots 1-3, Block 1, Shenandoah Subdivision, as shown hereon. The boundary shown is based on found lot corner monuments and Woodside Subdivision Final Plat No. 6, Instrument Number 150394, records of Blaine County, Idaho. All found monuments have been accepted. Refer to the above referenced Plat for previous easements, notes, conditions, and restrictions that may apply.
2. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires this information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
3. The distances shown are measured. Refer to the above referenced documents for previous record data.
4. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any land-use regulations.
5. All owners shall have Mutual Reciprocal Easements for existing water, cable TV, sewage, telephone, drainage infrastructure, and electrical lines over, under, and across their sublots for repair, maintenance, and replacement thereof subject to any restoration of the easement premises for any damage resulting from such repair or replacement.
6. Zoning is Limited Business. Refer to City of Hailey Zoning Ordinance for more specific information about this zone.
7. The owner/subdivider is the ARCH Community Housing Trust Inc., PO Box 1292, Ketchum, Idaho, 83340. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

A PRELIMINARY PLAT SHOWING
SHENANDOAH SUBDIVISION
 WHERE LOTS 1 & 2, BLOCK 21, WOODSIDE SUBDIVISION NO. 6 ARE SUBDIVIDED AS SHOWN HEREON
 LOCATED WITHIN SECTIONS 2 & 3, T. 1 N., R. 1 E., S. 1 N., CITY OF HAILEY, BLAINE COUNTY, IDAHO
 PROJECT INFORMATION
 Prepared: 11/05/2019
 Date: 02/22/2022 10:52:17 AM

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

DESIGNED BY
 DRAWN BY
 CHECKED BY

GALENA
ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83333
 (208) 784-1700
 email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS

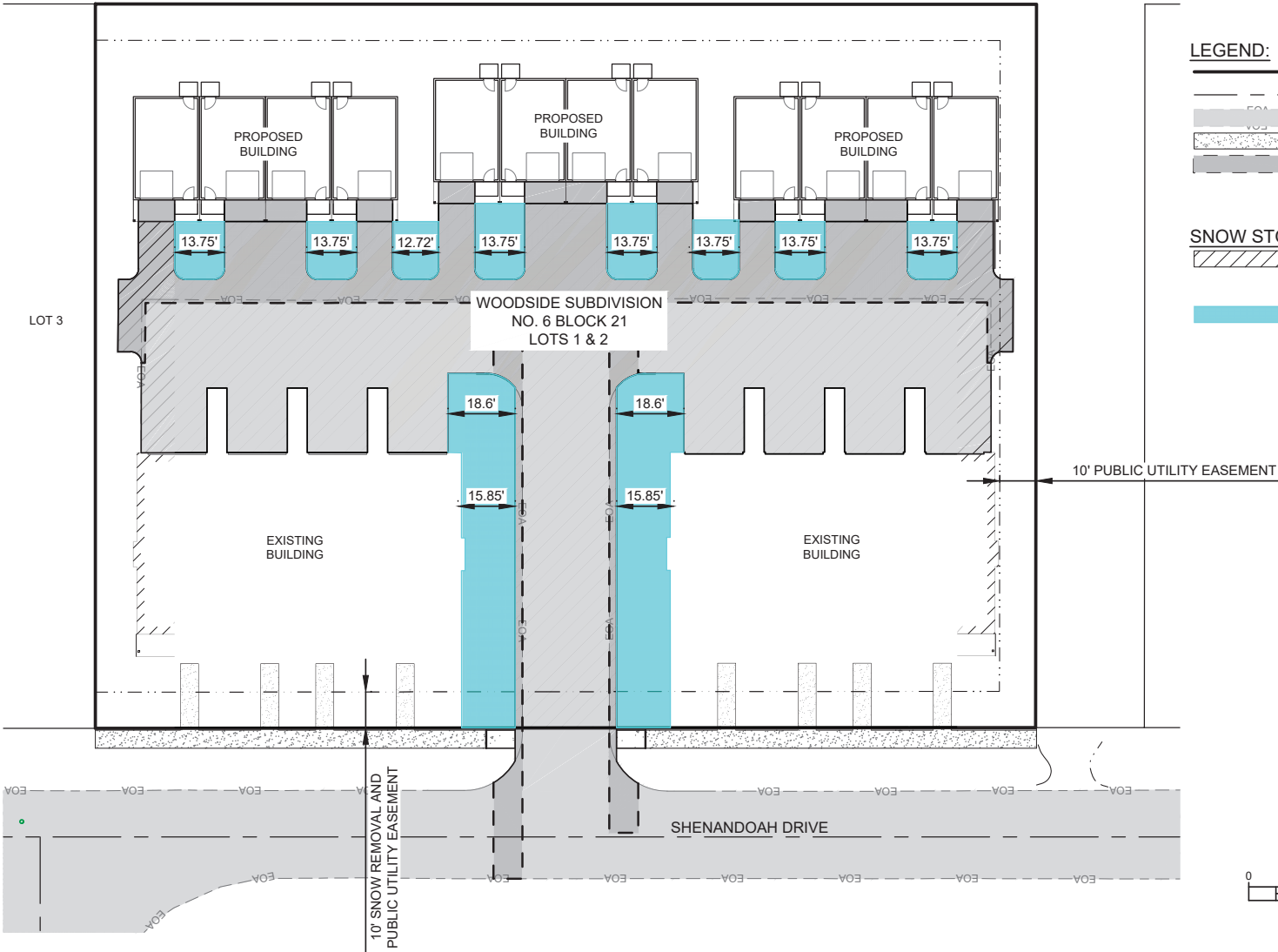
PLAT



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

REUSE OF DRAWINGS: These drawings shall not be used without the prior written consent of the engineer or architect who prepared them.

PARCEL "G"
PUBLIC UTILITY EASEMENT AND
DRAINAGE EASEMENT



NOTE

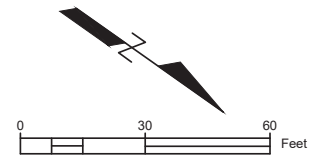
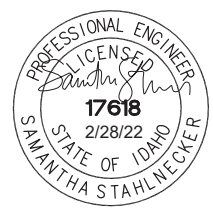
EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON A SURVEY CONDUCTED BY GALENA ENGINEERING DATE 9/24/2020 AND DESIGN INFORMATION FOR SITE AND BUILDING IMPROVEMENTS DATED 9/22/2017.

LEGEND:

- PROPERTY BOUNDARY
- ROAD CENTERLINE
- EXISTING ASPHALT
- EXISTING CONCRETE SIDEWALK
- PROPOSED ASPHALT

SNOW STORAGE SUMMARY

- SNOW REMOVAL AREA = 14,554 SF
- REQUIRED SNOW STORAGE = 3,640 SF (25%)
- PROVIDED SNOW STORAGE = 4,870 SF (33%)



**EXHIBIT ONLY
NOT FOR
CONSTRUCTION**



SNOW STORAGE EXHIBIT

SHENANDOAH 3, 2711 & 2721 SHENANDOAH DRIVE
ARCH-COMMUNITY HOUSING TRUST

22009
PROJECT NUMBER

EX

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Consideration of a Fifth Amendment to the Planned Unit Development (PUD) Agreement of Lido Equities Group Idaho, LLC, which reduces the setbacks for Buildings 23, 24, 25, and 26; reduces the total number of housing units from 135 to 128 residential units; reduces the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and requires the Applicant to complete and expand the transit facility amenity in the area. The proposed project is located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District, and consideration of Resolution 2023-____, a resolution authorizing the mayor’s signature on the Fifth Amended Development Agreement.

AUTHORITY: ID Code _____ IAR _____ Hailey Municipal Code Title 17, PUD (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Applicant, Lido Equities Group Idaho, LLC, is seeking approval of a Fifth Amendment to the Planned Unit Development (PUD) Agreement. The proposed Fifth Amendment, if approved, would reduce the setbacks for Buildings 23, 24, 25, and 26; reduce the total number of housing units from 135 to 128 residential units; reduce the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and require the Applicant to complete and expand the transit facility amenity in the area.

More specifically, under the proposed PUD Amendment, the Applicant is requesting the following waivers and/or amendments:

- **Setbacks.** Reduce setbacks of the LB Zoning District, both in the front yard (adjacent to Woodside Boulevard) and rear yard (adjacent to Copper Ranch Phase 4).
- **Unit Count.** Reduce the total number of units. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.
- **Parking.** Reduce parking requirement to reflect the standard that shaped the original design of the subdivision: two-and-a-half (2.5) parking spaces per condominium unit. Staff requests that the Council consider the proposed amendment, two-and-a-half (2.5) parking spaces per unit, in the context of the Phase 6 design.

As outlined by the original Planned Unit Development Agreement, the Applicant has agreed to construct transit facilities— specifically, a bus pullout and a weather protected shelter on Woodside Boulevard. Thus far, the Applicant has constructed a shelter and landing pad for the existing bus stop in front of the subdivision’s recreational facility (Gravity Fitness). Per the recommendation of Mountain Rides Transportation Authority (MRTA) and support of Hailey City Staff, the Applicant has agreed to construct the remaining element of the amenity, a bus pullout, in a different location: in front of the neighboring Lido Homes Apartment project, just north of the proposed project and south of Winterhaven Drive. The construction of the bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk. Staff, MRTA, and the Applicant will work internally to identify who can relocate the existing shelter and build a landing pad for it at the new location, in front of Lido Homes Apartment project.

The Planning and Zoning Commission approved the Design Review Application, with review of the requested waivers and proposed benefits, on May 1, 2023. The Commission concurred and recommended to the Council that the proposed benefit of a complete transit facility in the area – bus pullout, pad, signage, and shelter – meets a strong community need, and that the proposed benefits outweigh the requested waivers by the Applicant.

Attachments:

- 1) [PUD Staff Report](#)
- 2) [Resolution 2023-_____ Fifth Amendment to the Copper Ranch Development Agreement](#)
- 3) [Parking Plan, Snow Storage Plan, and Bus Stop Plan](#)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____
 Estimated Hours Spent to Date: _____
 Staff Contact: Lisa Horowitz

Caselle # _____
 YTD Line-Item Balance \$ _____
 Estimated Completion Date: _____
 Phone # 788-9815 #13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Recommend approval of the Fifth Amendment to the Planned Unit Development (PUD) Agreement, and Resolution 2023-_____, a resolution authorizing the mayor’s signature on the Fifth Amended Planned Unit Development Agreement between the City and Lido Equities Group Idaho, LLC, for completion of Phase 6 of the Copper Ranch Development, to include the construction of 31 residential units on 1.09 acres, with a request for waivers and proposed benefits, located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to Conditions 1-4 noted herein.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve the Planned Unit Development (PUD) Application and Resolution 2023-_____, a resolution authorizing the mayor’s signature on the Fifth Amended Planned Unit Development Agreement between the City and Lido Equities Group Idaho, LLC, for completion of Phase 6 of the Copper Ranch Development, to include the construction of 31 residential units on 1.09 acres, with a request for waivers and proposed benefits, located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to Conditions 1-4 above, and read by title only.

Denial: Motion to deny the Planned Unit Development (PUD) Application and Resolution 2023-_____, a resolution authorizing the mayor’s signature on the Fifth Amended Planned Unit Development Agreement between the City and Lido Equities Group Idaho, LLC, for completion of Phase 6 of the Copper Ranch Development, to include the construction of 31 residential units on 1.09 acres, with a request for waivers and proposed benefits, located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].



Staff Report
Hailey City Council
Regular Meeting of May 22, 2023

To: Hailey City Council

From: Robyn Davis, Community Development Director

Overview: Consideration of a Fifth Amendment to the Planned Unit Development (PUD) Agreement of Lido Equities Group Idaho, LLC, which reduces the setbacks for Buildings 23, 24, 25, and 26; reduces the total number of housing units from 135 to 128 residential units; reduces the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and requires the Applicant to complete and expand the transit facility amenity in the area. The proposed project is located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District.

Hearing: May 22, 2023

Applicant: Lido Equities Group Idaho, LLC

Location: Copper Ranch Condo #1, Parcel A5, Phase 6

Zoning/Size: Limited Business (LB); 1.09 acres (47,480 sq. ft.)

Notice: Notice for the public hearing was published in the Idaho Mountain Express on May 3, 2023 and mailed to property owners within 300 feet on May 3, 2023. Onsite Notice was posted on the property on May 15, 2023.

Project Overview: The Applicant, Lido Equities Group Idaho, LLC, is seeking approval of a Fifth Amendment to the Planned Unit Development (PUD) Agreement. The proposed Fifth Amendment, if approved, would reduce the setbacks for Buildings 23, 24, 25, and 26; reduce the total number of housing units from 135 to 128 residential units; reduce the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and require the Applicant to complete and expand the transit facility amenity in the area.

More specifically, under the proposed PUD Amendment, the Applicant is requesting the following waivers and/or amendments:

- **Setbacks.** Reduce setbacks of the LB Zoning District, both in the front yard (adjacent to Woodside Boulevard) and rear yard (adjacent to Copper Ranch Phase 4).
- **Unit Count.** Reduce the total number of units. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.

- **Parking.** Reduce parking requirement to reflect the standard that shaped the original design of the subdivision: two-and-a-half (2.5) parking spaces per condominium unit. Staff requests that the Council consider the proposed amendment, two-and-a-half (2.5) parking spaces per unit, in the context of the Phase 6 design.

As outlined by the original Planned Unit Development Agreement, the Applicant has agreed to construct transit facilities— specifically, a bus pullout and a weather protected shelter on Woodside Boulevard. Thus far, the Applicant has constructed a shelter and landing pad for the existing bus stop in front of the subdivision’s recreational facility (Gravity Fitness). Per the recommendation of Mountain Rides Transportation Authority (MRTA) and support of Hailey City Staff, the Applicant has agreed to construct the remaining element of the amenity, a bus pullout, in a different location: in front of the neighboring Lido Homes Apartment project, just north of the proposed project and south of Winterhaven Drive. The construction of the bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk. Staff, MRTA, and the Applicant will work internally to identify who can relocate the existing shelter and build a landing pad for it at the new location, in front of Lido Homes Apartment project.

Background: In 2003, Lido Equities Group Idaho, LLC (previously Copper Ranch Land, LLC), went through the entitlement process to develop the Copper Ranch Subdivision under a Planned Unit Development Agreement for 135 condominium units across twenty-seven (27) buildings. Due to the economic recession of 2008, the development of Copper Ranch has been delayed and prolonged. The development process was originally organized into five (5) phases and was scheduled to be completed in 2006. The project’s Planned Unit Development Agreement has been amended four (4) times since 2003, and at this time, the Applicant is proposing a Fifth Amendment, attached hereto. Since the start of the entitlement process, the Applicant has built ninety-seven (97) units, provided recreational facilities, and agreed to build transit facilities: one (1) bus pull-out stop with a protected shelter.

This PUD Application, and approved Design Review Application, marks the Applicant’s proposal to complete the final phase of the Copper Ranch Subdivision— Phase 6. Phase 6 was anticipated to include thirty-eight (38) units across eight (8) buildings on approximately 1.9 acres of Copper Ranch property; however, on May 1, 2023, the Planning and Zoning Commission approved a Design Review Application for the buildout of Phase 6, which includes seven (7) less residential units, for a new total of thirty-one (31) residential units within Phase 6, and an overall total of 128 condominium units within the Copper Ranch Development.

The reduction in residential units was a result of the elimination of “Building 17”. The elimination of Building 17 alleviates the subdivision’s compliance issues with on-site parking and snow storage access, as shown in the images below, and expressly noted by the existing tenants of the subdivision:

February 21, 2023



May 1, 2023



Regarding the issue of the availability and geometry of parking spaces at Copper Ranch— when the original Design Review was approved for the Copper Ranch Subdivision in 2003, two-and-a-half (2.5) parking spaces were required for each unit. Since then, the Municipal Code pertaining to parking in multifamily developments has changed. Per the Subdivision Code (Section 16.04.020.L.6), two (2) guest/overflow parking spaces are currently required for each multi-family unit located on a private street. Per the Design Review Code (Section 17.09.040), 1-1.5 parking spaces are currently required per unit, depending on the size of the unit. The updated Design Review proposal reflects a concurrent and affiliated application to amend the existing Planned Unit Development Agreement, which must consider the Subdivision Code and condominiumization of the Phase 6 buildings. The proposed amendment to the PUD Agreement— requiring a minimum of 2.5 parking spaces per unit— attempts to reconcile the discrepancy between the number of parking spaces currently required by the Design Review Code (43 spaces) and the number of parking spaces that would've been or will be required if the land is subdivided (105 spaces). Additionally, the minimum requirement of 2.5 parking spaces per unit reflects the conditions under which the subdivision was planned.

The residents' frustrations with parking are exacerbated by the small geometry of parking spaces and garages at Copper Ranch, as well as improper snow storage. Firstly, size requirements for off-street parking spaces are not regulated by Hailey's Municipal Code nor by the International Building Code. However, the Applicant has slightly increased the size of the proposed garages openings to be nine feet (9 ft.) wide, instead of eight feet (8 ft.) wide. Secondly, the Developer recognizes that snow has been improperly stored at Copper Ranch. Specifically, snow has not been stored in the designated space behind Gravity Fitness and has overflowed into the private streets. In the new design, the Applicant ensures access to the designated snow storage area via the site that was planned for Building 17 and is now planned to be developed into surface parking.

Staff and the Commission concur and recommend to the Council that the proposed benefit of a complete transit facility in the area – bus pullout, pad, signage, and shelter – meets a strong community need, and that the proposed benefits outweigh the requested waivers by the Applicant.

Standards of Evaluation	
17.10.030: General Requirements:	
A.	The minimum gross size for properties that may be developed as a PUD is one (1) acre, except in the Business and Limited Business zoning districts within the Central Business District, the minimum gross size shall be 18,000 square feet. All land within the development shall be contiguous except for intervening streets and waterways.
Staff Comments	<i>The approved PUD site is greater than 18,000 square feet. No change to this standard.</i>
B.	A tract or parcel of land proposed for PUD development must be in one (1) ownership or the subject of an application filed jointly by the owners of all property included.
Staff Comments	<i>The parcel is owned by Lido Equities Group Idaho, LLC. There are also multiple condo owners and an HOA Board. No change to this standard.</i>
C.	Area Development Plan:
	C.1
	When the owner of Contiguous Parcels is required to obtain PUD approval for any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:
Staff Comments	<i>Lido Equities Group Idaho, LLC, also owns the adjacent land to the south, which is named Lido Apartments Homes. The Planning and Zoning Commission recommended approval of the PUD on December 6, 2021. The Design Review Application was approved by the Commission on January 3, 2022. No changes to this standard are proposed at this time.</i>
	C.1.a
	Streets, whether public or private, shall provide an interconnected system and be adequate to accommodate anticipated vehicular and pedestrian traffic.
Staff Comments	<i>The Copper Ranch Development circulation is complete, with the exception of the walkways to the units within Phase 6, and various interconnected pathways through the phase and greater development. The Commission reviewed both vehicular and pedestrian circulation systems during the Design Review hearing on May 1, 2023. Any additional requirements regarding these systems have been noted as Conditions of Approval in the associated Findings of Fact.</i>
C.1.b	Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.
Staff Comments	<i>The Copper Ranch Development circulation is complete, with the exception of the walkways to the units within Phase 6, and various interconnected pathways through the phase and greater development. The Commission reviewed both vehicular and pedestrian circulation systems during the Design Review hearing on May 1, 2023. Any additional requirements regarding these systems have been noted as Conditions of Approval in the associated Findings of Fact.</i>
C.1.c	Water main lines and sewer main lines shall be designed in the most effective layout feasible.
Staff Comments	<i>N/A, as no changes are proposed.</i>
C.1.d	Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.

Staff Comments		<i>N/A, as no changes are proposed.</i>
	C.1.e	Park land shall be most appropriately located on the Contiguous Parcels.
Staff Comments		<i>N/A, as no changes are proposed.</i>
C.1.f		Grading and drainage shall be appropriate to the Contiguous Parcels.
Staff Comments		<i>N/A, as no changes are proposed.</i>
C.1.g		Development shall avoid easements and hazardous or sensitive natural resource areas.
Staff Comments		<i>N/A, as no easements, hazardous or sensitive areas exist onsite.</i>
C.2		Upon any approval of the PUD application, the Owner shall be required as a condition of approval to record the Area Development Plan or a PUD agreement depicting and/or detailing the approved Area Development Plan. The Area Development Plan shall bind the Owner and Owner's successors.
Staff Comments		<i>The subsequent PUD Agreements and Amendments have been recorded. An Area Development Plan was part of the original approval and is on file with the Community Development Department. This is the last phase to be constructed within the Copper Ranch Development; a new Area Development Plan is not necessary.</i>
D.		Solar Access: Street and lot orientation, landscaping, and placement of structures shall provide for solar access to all south roofs and walls to the maximum extent feasible in order to promote energy efficiency.
Staff Comments		<i>N/A, as no changes are proposed.</i>
E.		Access: Access shall be provided in accordance with standards set forth in Chapter 16.04, Development Standards, of this Code. Buildings may not be so arranged that any structure is inaccessible to emergency vehicles.
Staff Comments		<i>N/A, as no changes to access are proposed. Access has been provided in accordance with the standards set forth in Title 16.</i>
F.		Underground Utilities: Underground utilities, including telephone and electrical systems, shall be required within the limits of all PUDs.
Staff Comments		<i>N/A, as no changes are proposed.</i>
G.		Public Easement: In each case where a PUD project is located adjacent to public lands, a public easement to those lands shall be provided. All existing public accesses to public lands must be preserved.
Staff Comments		<i>N/A, as no changes are proposed.</i>
H.		Pathways: In each case where a PUD project encompasses a non-vehicular pathway as depicted on the Master Plan, a pathway constructed to City standards shall be provided.
Staff Comments		<i>This standard shall be met. Any remaining non-vehicular pathways within Phase 6 and interconnected throughout the Copper Ranch Development will be constructed to City Standards.</i>
I.		Amenities: Each PUD shall provide one or more of the following amenities, commensurate with the size and density of the development, and commensurate with the modifications requested by the applicant, to ensure a public benefit:
	I.1	Green Space. All Green Space shall be granted in perpetuity and the PUD agreement shall contain restrictions against any encroachment into the Green Space. Where a subdivision is involved as part of the PUD approval process, Green Space shall be identified as such on the plat. A long-term maintenance plan shall be provided. Unless otherwise agreed to by the City, the PUD agreement shall contain provisions requiring that property owners within the PUD shall be responsible for maintaining the Green Space for the benefit of the residents or employees of the PUD and/or by the public. Green space shall be set aside in accordance with the following formulas:

			For residential PUDs	A minimum of .05 acres per residential unit.
			For non-residential PUDs	A minimum of 15% of the gross area of the proposed PUD.
Staff Comment		<i>N/A, as no changes are proposed.</i>		
	1.2	Active Recreational Facilities: Active recreational facilities include amenities such as a swimming pool, tennis courts or playing fields, of a size appropriate to the needs of the development. The PUD agreement shall contain provisions requiring that such facilities be maintained in perpetuity or replaced with another similar recreation facility.		
Staff Comment		<i>N/A, as no changes are proposed.</i>		
	1.3	Public Transit Facilities: Public transit facilities include a weather protected transit stop or transit station and must be located on a designated transit route.		
Staff Comment		<p><i>As outlined by the original Planned Unit Development Agreement, the Applicant has agreed to construct transit facilities— specifically, a bus pullout and a weather protected shelter on Woodside Boulevard. Thus far, the Applicant has constructed a shelter and landing pad for the existing bus stop in front of the subdivision's recreational facility (Gravity Fitness). Per the recommendation of Mountain Rides Transportation Authority (MRTA) and support of Hailey City Staff, the Applicant has agreed to construct the remaining element of the amenity, a bus pullout, in a different location: in front of the neighboring Lido Homes Apartment project, just north of the proposed project and south of Winterhaven Drive. The construction of the bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk.</i></p> <p><i>Staff recommends that the proposal for complete public transit facilities meets a strong community need, and that the benefits proposed carry out the intentions of this chapter.</i></p>		
	1.4	Preservation Of Vegetation: Preservation of significant existing vegetation on the site must include the preservation of at least seventy five percent (75%) of mature trees greater than six-inch (6") caliper on the site.		
Staff Comment		<i>N/A, as no changes are proposed.</i>		
	1.5	Wetlands: Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD.		
Staff Comment		<i>N/A</i>		
	1.6	River Enhancement: Enhancement of the Big Wood River and its tributaries, must include stream bank restoration and public access to or along the waterway.		
Staff Comment		<i>N/A</i>		
	1.7	Community Housing: For residential PUDs, the provision of at least thirty percent (30%) of the approved number of dwelling units or lots as community housing units affordable to households earning between fifty percent (50%) and one hundred twenty percent (120%) of the area median income, or the provision of at least twenty percent (20%) as community housing units affordable to households earning less than fifty percent (50%) of the area median income.		
Staff Comment		<i>There are no community housing units existing or proposed within the Copper Ranch PUD.</i>		
	1.8	Real Property: Dedication or conveyance of real property or an interest in real property to the city.		
Staff Comment		<i>N/A, as no changes are proposed.</i>		
	1.9	Sidewalks. Off-site sidewalk improvements shall be constructed according to City Standard Improvement Drawings and provided (in addition to sidewalk improvements that are required by ordinance adjacent to the subject property) in accordance with the following formulas:		

		For residential PUDs	A minimum of 100 linear feet per residential unit.				
		For non-residential or mixed-use PUDs	A minimum of 100 linear feet per 1000 square feet of gross floor area.				
Staff Comment		<i>N/A, as no changes are proposed.</i>					
	I.10	Underground Parking: Underground parking must be provided for at least fifty percent (50%) of the required number of parking spaces in the PUD.					
Staff Comment		<i>N/A, as no changes are proposed.</i>					
	I.11	Energy Consumption. All principal buildings within the PUD must comply with sustainable building practices, as follows: <table border="1" style="margin-left: 40px;"> <tr> <td>For residential PUDs</td> <td>Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.</td> </tr> <tr> <td>For non-residential or mixed-use PUDs</td> <td>Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.</td> </tr> </table>		For residential PUDs	Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.	For non-residential or mixed-use PUDs	Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.
For residential PUDs	Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.						
For non-residential or mixed-use PUDs	Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.						
Staff Comment		<i>N/A, as no changes are proposed.</i>					
	I.12	Other Amenities: Other project amenities and/or benefits to the community that are found, by recommendation of the commission and approval of the council, to promote the purpose of this chapter and the goals and objectives of the comprehensive plan.					
Staff Comment		<i>N/A, as no changes are proposed.</i>					
17.10.040: Developer Benefits:							
The Council may grant modifications or waivers of certain zoning and/or subdivision requirements to carry out the intent of this Chapter and the land use policies of the City.							
Staff Comment	<p><i>The Applicant is requesting following waivers to Phase 6 within the Copper Ranch Development:</i></p> <ul style="list-style-type: none"> - Setbacks. Reduce setbacks of the LB Zoning District, both in the front yard (adjacent to Woodside Boulevard) and rear yard (adjacent to Copper Ranch Phase 4). - Unit Count. Reduce the total number of units. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units. - Parking. Reduce parking requirement to reflect the standard that shaped the original design of the subdivision: two-and-a-half (2.5) parking spaces per condominium unit. Staff requests that the Council consider the proposed amendment, two-and-a-half (2.5) parking spaces per unit, in the context of the Phase 6 design. <p><i>The attached draft PUD Agreement more specifically addresses the requested waivers as noted above. As a public amenity, the Applicant intends to construct transit facilities—specifically, a bus pullout, pad, signage, and a weather protected shelter. A bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk. Staff recommends that the proposal for complete public transit facilities meets</i></p>						

	<i>a strong community need, and that the benefits proposed carry out the intentions of this chapter.</i>
17.10.040.01: Density Bonus:	
A.	The following maximum increases in density may be granted only if one of the following conditions are met, and if no other density increase has been granted:
A.1	Ten percent (10%): Solar, wind, geothermal or other alternative renewable energy source will provide at least fifty percent (50%) of the total energy needs of the PUD.
Staff Comment	<i>N/A</i>
A.2	Ten percent (10%): At least twenty five percent (25%) of the property included in the PUD is located in the floodplain and no development occurs within the floodplain.
Staff Comment	<i>N/A</i>
A.3	Ten percent (10%): The developer of the PUD provides or contributes to significant off-site infrastructure benefiting the city (e.g., water tank, fire station).
Staff Comment	<i>N/A</i>
A.4	Twenty percent (20%): The developer of the PUD provides or contributes to significant multi-modal infrastructure providing both vehicular and nonvehicular amenities benefiting the city and Wood River Valley.
Staff Comment	<i>N/A</i>
A.5	Ten percent (10%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for silver certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.
Staff Comment	<i>N/A</i>
A.6	Fifteen percent (15%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for gold certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.
Staff Comment	<i>N/A</i>
A.7	Twenty percent (20%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for platinum certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.
Staff Comment	<i>N/A</i>
B.	Density bonuses for project amenities and benefits to the community other than those listed here may be granted by unanimous vote of the council, following a recommendation by the commission, in order to carry out the purpose and intent of this chapter and the land use policies of the city. (Ord. 1191, 2015)
Staff Comment	<i>N/A, as no changes are proposed.</i>
17.10.040.02: Density Transfer:	
Densities may be transferred between zoning districts within a PUD provided the resulting density shall be not greater than aggregate overall allowable density of units and uses allowed in the zoning districts in which the development is located.	
Staff Comment	<i>N/A, as no density transfer is requested.</i>
17.10.040.05: Phased Development Allowed:	
The development of the PUD may be planned in phases provided that as part of the general submission, a development schedule is approved which describes:	
A.	Parcels: The parcels that are to be constructed upon in each phase and the date of each phase submission.

Staff Comment	<i>The project was planned in six (6) phases. Various start dates were stipulated with no completion dates established. With the exception of Phase 6, all prior phases are complete, and it is the Applicant's intent to complete Phase 6 as soon as possible, and at one time.</i>
B.	Number of Units: The number of units to be built in each submission.
Staff Comment	<i>The originally entitled number of units for Phase 6 was 38 residential units, or an overall total of 135 residential units within the entirety of the Copper Ranch Development. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new overall total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.</i> <i>Staff supports the proposal for complete public transit facilities meets a strong community need, and that the benefits proposed carry out the intentions of this chapter.</i>
C.	Schedule For Completion: A schedule for making contributions (if any), for the completion of project amenities and public improvements, for posting of security pursuant to subsection 17.10.050.08 of this Chapter, for dedication of Green Space, for conveyance of community housing and/or provision of employee housing.
Staff Comment	<i>N/A</i>
D.	Stage Planning: Each stage within the PUD shall be so planned and related to existing and/or planned services and facilities, including commercial space, such that each phase is self-sufficient and not dependent on later phases and so that failure to proceed to the subsequent stages will not have any adverse impacts on the PUD, its surroundings, or the community in general. Each stage shall also be planned so as to ensure that green space and any other amenities will be provided along with proposed construction at each phase of construction.
Staff Comment	<i>N/A</i>
17.10.040.06: Modifications to the Subdivision Standards:	
Standards in the Subdivision Title for streets, sidewalks, alleys, and easements, lots and blocks, and parks may be allowed. The requirements for sidewalks in the zoning districts set forth in Section 16.04.030 shall not be waived.	
Staff Comment	<i>N/A, as no changes are proposed.</i>
Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.	
A.	Standards of Evaluation
	A.1
	1. The proposed development can be completed within one (1) year of the date of approval or phased according to a development schedule as submitted in accordance with Section 17.10.040.05 of this chapter and approved by the City;
Staff Comment	<i>The original Copper Ranch PUD and subsequent amendments spanned multiple years. The Applicant noted that the buildout of Phase 6 was never completed due to the recession in 2007/2008. It is the Applicant's intent to complete the buildout of Phase 6 within the span of a typical building permit, or 548 days. Further, per Hailey's Municipal Code, the Applicant has the ability to apply for Building Permit Extensions (up to four), if needed.</i>
	A.2
	The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;
Staff Comment	<i>See previous discussion on streets and access. No changes to this standard are proposed.</i>
	A.3
	The PUD will not create excessive additional requirements at public cost for public facilities and services;

Staff Comment		<i>N/A, as no changes are proposed.</i>
	A.4	The existing and proposed utility services are adequate for the population densities and non-residential uses proposed;
Staff Comment		<i>N/A, as no changes are proposed.</i>
	A.5	The development plan incorporates the site's significant natural features;
Staff Comment		<i>N/A, as no changes are proposed.</i>
	A.6	Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;
Staff Comment		<i>While Phase 6 has not been completed in a timely manner, the buildout is not anticipated to impact site circulation, health and safety, or function. The previous phases are completed and improvements within Phase 6 will stand independent of previous phases.</i>
	A.7	One or more amenities as set forth in subsection 17.10.030I of this chapter shall be provided to ensure a public benefit;
Staff Comment		<i>Please refer to the background section of this report, as well as Section I for further details.</i>
	A.8	All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and
Staff Comment		<i>All exterior lighting within Phase 6 will comply with Subsection 17.08C. This was made a Condition of Approval in the Design Review Findings of Fact.</i>
	A.9	The proposed PUD Agreement is acceptable to the applicant and the city.
Staff Comment		<i>The proposed PUD Agreement is acceptable to the Applicant and City Staff at this time. The Council will review the proposal on May 22, 2023.</i>

Summary and Suggested Conditions: The Council shall conduct a public hearing and review the Application, all supporting documents and plans, and recommendations of City Staff. In any public hearing on a PUD Application, the presiding officer may order the hearing to be continued for up to thirty (30) days at the same place, in which case no further published notice shall be required.

The suggested Conditions of Approval, (1) through (4), shall also apply:

1. The project shall receive Planned Unit Development approval subject to the conditions outlined in the proposed Fifth Amended PUD Development Agreement.
2. Waivers are hereby granted as follows:
 - a. **Setbacks.** Reduce setbacks of the LB Zoning District, both in the front yard (adjacent to Woodside Boulevard) and rear yard (adjacent to Copper Ranch Phase 4).
 - b. **Unit Count.** Reduce the total number of units. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.
 - c. **Parking.** Reduce parking requirement to reflect the standard that shaped the original design of the subdivision: two-and-a-half (2.5) parking spaces per condominium unit. Staff requests that the Council consider the proposed amendment, two-and-a-half (2.5) parking spaces per unit, in the context of the Phase 6 design.
3. In exchange for waivers granted, the Applicant shall construct transit facilities— specifically, a bus pullout, pad, signage, and a weather protected shelter on Woodside Boulevard. The construction of the bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk.
4. This approval is subject to Design Review approval by the Hailey Planning and Zoning

Commission and shall be modified to match that approval.

Motion Language:

Approval: Motion to approve the Planned Unit Development (PUD) Application and Resolution 2023-_____, a resolution authorizing the mayor's signature on the Fifth Amended Planned Unit Development Agreement between the City and Lido Equities Group Idaho, LLC, for completion of Phase 6 of the Copper Ranch Development, to include the construction of 31 residential units on 1.09 acres, with a request for waivers and proposed benefits, located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to Conditions 1-4 above, and read by title only.

Denial: Motion to deny the Planned Unit Development (PUD) Application and Resolution 2023-_____, a resolution authorizing the mayor's signature on the Fifth Amended Planned Unit Development Agreement between the City and Lido Equities Group Idaho, LLC, for completion of Phase 6 of the Copper Ranch Development, to include the construction of 31 residential units on 1.09 acres, with a request for waivers and proposed benefits, located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District _____[the Council should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the public hearing for the Fifth Amended Planned Unit Development (PUD) Application by Lido Equities Group Idaho regarding the development of Phase 6 of Copper Ranch, to _____ [the Council should specify a date].

CITY OF HAILEY
RESOLUTION NO. 2023-___

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING APPROVAL OF A FIFTH AMENDMENT TO THE DEVELOPMENT
AGREEMENT WITH LIDO EQUITIES GROUP IDAHO, LLC, REGARDING THE
COPPER RANCH CONDOMINIUMS PLANNED UNIT
DEVELOPMENT.**

WHEREAS, the City of Hailey desires to modify the Development Agreement with Lido Equities Group Idaho, LLC, regarding the Copper Ranch Condominium Planned Unit Development; and

WHEREAS, the City of Hailey agrees to the terms and conditions of the Fifth Amendment to the Planned Unit Development Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY THAT CITY OFFICIALS ARE HEREBY AUTHORIZED TO SIGN THE ATTACHED COPPER RANCH PLANNED UNIT DEVELOPMENT AGREEMENT.

Passed this _____ day of _____, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

FIFTH AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS FIFTH AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (hereinafter "Fifth Amendment") is entered into this ____ day of _____, 2023, by and between the CITY OF HAILEY, Idaho, a municipal corporation ("City") and LIDO EQUITIES GROUP IDAHO, LLC, an Idaho limited company ("Ranch").

RECITALS:

- A. The City and Ranch previously entered into a Planned Unit Development Agreement ("Agreement") dated May 2, 2003, recorded as Instrument No. 200155, records of Blaine County, Idaho, which relates to the development and improvement of certain real property (the "Project") in the City as described in the Agreement, and as subsequently amended by mutual agreement of the City and Ranch.

- B. The Agreement was first amended by the Parties execution of the instrument entitled Amendment to Planned Unit Development Agreement, dated December 29, 2003, and recorded in the records of Blaine County Idaho, on January 12, 2004, recorded as Instrument No. 497752. A Second Amendment was made, dated April 20, 2005, and recorded in the records of Blaine County Idaho, on April 21, 2005. A Third Amendment was made, dated November 28, 2005, and recorded in the records of Blaine County Idaho, on March 24, 2006, and amended again on June 28, 2006, and recorded in the records of Blaine County Idaho, on June 28, 2006. The Fourth Amendment to the Planned Unit Development Agreement, dated January 28, 2022, and recorded in the records of Blaine County Idaho, on January 6, 2023.

- C. The Agreement and its amendments detail the allowable uses for the Project, and estimated start and completion dates for construction within the Project.

- D. In order to ensure that the proposed Project is constructed consistent with the City's applicable ordinances and regulations, and the approved Findings of Fact and Conclusion of Law adopted by the Council, the City and Developer desire and intend to further amend the Agreement referenced hereinabove by adding the following provisions as the same pertains to Copper Ranch No. 5 in the Project.

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

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals, and of the mutual covenants and agreements herein, the parties hereto agree to the following amendments to the Agreement:

1. Except as expressly agreed to the contrary herein, all terms and conditions of the Agreement, and the amendments thereof, shall remain in full force and effect.

2. **Setbacks:** Existing setback waivers were not addressed in any previously recorded development agreement but were listed in the original Design Review (“DR”) findings. Ranch desires to reduce the setback requirements of the Limited Business (LB) Zoning District within Phase 6 of the Copper Ranch Development. The following setback waivers shall apply to the following buildings in the Project.

Building 23 (adjacent to Woodside Blvd)

- Permitted Front Yard Setback - 17’, per PUD waiver listed in Design Review Findings dated March 3, 2003.
- Proposed Front Yard Setback - 13’

Building 24 (adjacent to Copper Ranch Phase 4)

- Permitted Rear Yard Setback – 10’

Proposed Rear Yard Setback - 4’ Building 25 (adjacent to Woodside Boulevard)

- Permitted Front Yard Setback – 15’, per PUD waiver listed in Design Review Findings dated March 3, 2003.
- Proposed Front Yard Setback – 15’

Building 26 (adjacent to Copper Ranch Phase 4)

- Permitted Rear Yard Setback - 10’
- Proposed Rear Yard Setback - 7’

3. **Parking.** Ranch is desirous of reducing the parking requirements within Phase 6 of the Copper Ranch Development. A waiver of the parking requirements of the Code shall be allowed such that there shall be a minimum of two-and-one-half (2.5) parking spaces per condominium unit, as shown in Exhibit A, attached hereto and made a part hereof.

- The Developer shall provide a total of eighty-four (84) onsite parking spaces within Phase 6, of which, twenty-two (22) parking spaces will be assigned to the existing residents within all Phases of the Copper Ranch Development, which meets the mandatory minimum two and one-half (2.5) parking spaces per condominium unit.

4. **Building 17.** Building 17 was erroneously platted showing condominium units having been constructed on the property. Because Building 17 has not been constructed, the Parties desire to amend the plat thereof by the deletion of the condominium units depicted thereon. By the removal of Building 17, thirty-one (31) units shall be constructed. This reduces the total unit count as contemplated in the original Planned Unit Development Agreement from 135 residential units to 128 residential units within the Copper Ranch Development. The Developer shall proceed with a plat amendment in keeping herewith.

5. **Snow Storage.** Snow storage within Phase 6 shall be provided by Ranch as set forth in the Snow Storage Plan submitted as part of this PUD Application, as shown on Exhibit B, attached hereto

and made a part hereof.

6. **Bus Stop:** As a part of this Fifth Amendment, Ranch shall construct, prior to issuance of Certificate of Occupancy for any residential units herein approved to be constructed, a bus stop south of Winterhaven Drive on Woodside Boulevard in front of the Lido Apartment Homes project, as shown on Exhibit C, attached hereto and a part hereof. The bus stop improvements shall consist of the following:

- a. A 12-foot-wide X 50-foot-long asphalt pull-out lane plus approach and departure tapers of approximately 50' one each side, together with relocated curb, gutter, and sidewalk.
- b. An approximate 15' X 5' bus shelter pad and structure matching the Mountain Rides design criteria.

7. Ranch shall be bound by and shall comply with all of the conditions contained in the final approvals of the City, the Agreement, all prior amendments thereof, and this Fifth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on the day and year first above written.

CITY OF HAILEY, IDAHO
a Municipal Corporation

By: _____
Martha Burke, Mayor

Attest: _____
_____, City Clerk

LIDO EQUITIES GROUP IDAHO, LLC
an Idaho limited company

By: _____
J. Edward Smith, Member

STATE OF IDAHO)
 ss.
County of Blaine)

On this ____ day of _____, 2023, before me, a Notary Public, in and for said County and State, personally appeared **MARTHA BURKE**, known or identified to me to be the **Mayor of the City of Hailey**, the municipality that executed the foregoing instrument, and acknowledged to me that such municipality executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____

STATE OF IDAHO)
 ss.
County of _____)

On this ____ day of _____, 2023, before me, a Notary Public, in and for said County and State, personally appeared **J. EDWARD SMITH**, known or identified as a **Member of LIDO EQUITIES GROUP IDAHO, LLC**, an Idaho limited liability company, and known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____

Exhibit A

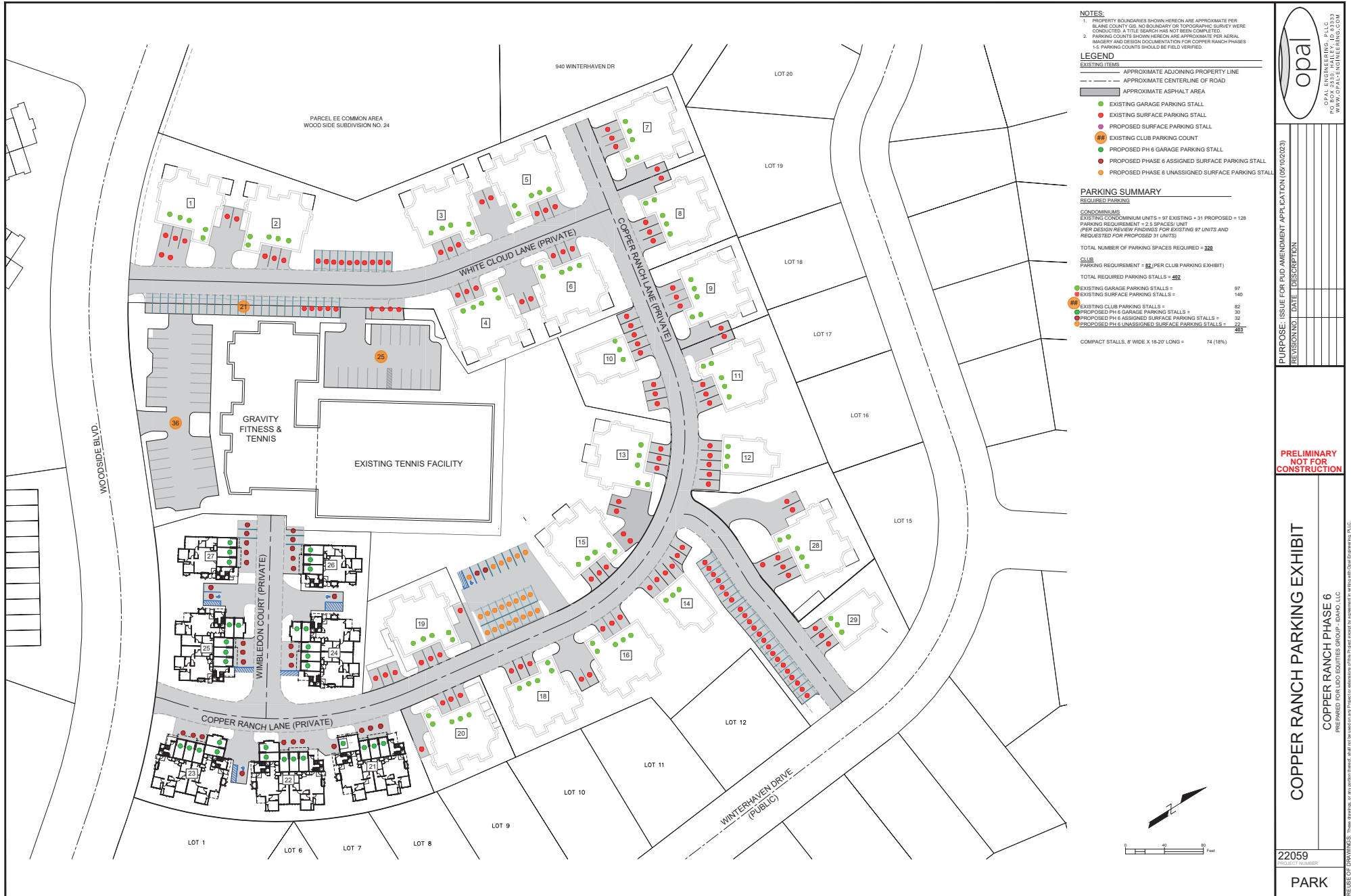
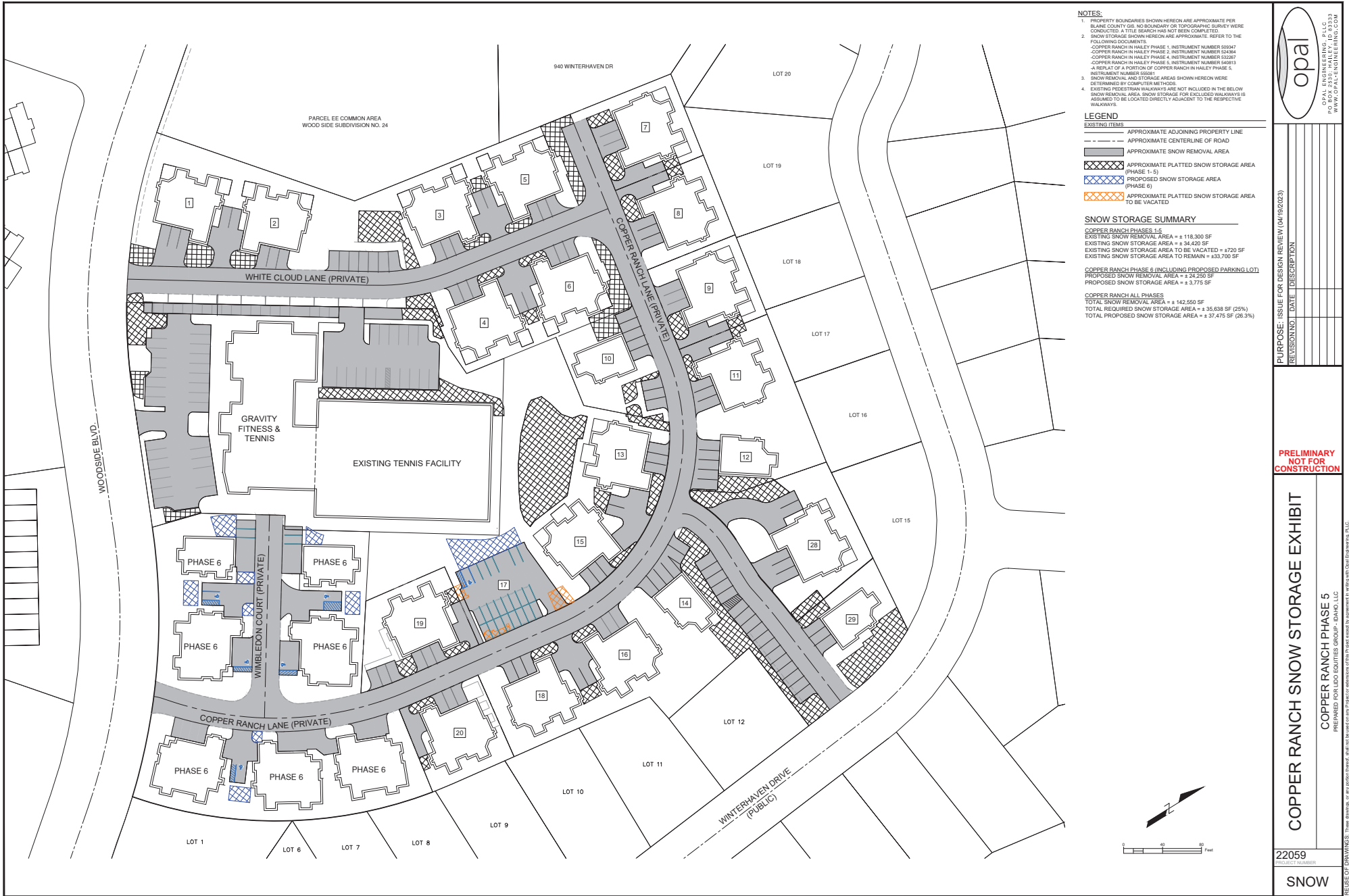


Exhibit B



- NOTES:**
- PROPERTY BOUNDARIES SHOWN HEREON ARE APPROXIMATE PER BLAKE COUNTY GIS. NO BOUNDARY OR TOPOGRAPHIC SURVEY WERE CONDUCTED. A TITLE SEARCH HAS NOT BEEN COMPLETED.
 - SNOW STORAGE SHOWN HEREON ARE APPROXIMATE. REFER TO THE FOLLOWING DOCUMENTS:
 - COPPER RANCH IN HALEY PHASE 1, INSTRUMENT NUMBER 509347
 - COPPER RANCH IN HALEY PHASE 2, INSTRUMENT NUMBER 524364
 - COPPER RANCH IN HALEY PHASE 4, INSTRUMENT NUMBER 53287
 - COPPER RANCH IN HALEY PHASE 5, INSTRUMENT NUMBER 540813
 - A RESULT OF A PORTION OF COPPER RANCH IN HALEY PHASE 5, INSTRUMENT NUMBER 55587
 - SNOW REMOVAL AND STORAGE AREAS SHOWN HEREON WERE DETERMINED BY COMPUTER METHOD.
 - EXISTING PEDESTRIAN WALKWAYS ARE NOT INCLUDED IN THE BELOW SNOW REMOVAL AREA. SNOW STORAGE FOR EXCLUDED WALKWAYS IS ASSUMED TO BE LOCATED DIRECTLY ADJACENT TO THE RESPECTIVE WALKWAYS.

- LEGEND**
- EXISTING ITEMS**
- APPROXIMATE ADJOINING PROPERTY LINE
 - - - APPROXIMATE CENTERLINE OF ROAD
 - APPROXIMATE SNOW REMOVAL AREA
 - ▨ APPROXIMATE PLATTED SNOW STORAGE AREA (PHASE 1-5)
 - ▩ PROPOSED SNOW STORAGE AREA (PHASE 6)
 - ▧ APPROXIMATE PLATTED SNOW STORAGE AREA TO BE VACATED

SNOW STORAGE SUMMARY

COPPER RANCH PHASES 1-5
 EXISTING SNOW REMOVAL AREA = ± 118,300 SF
 EXISTING SNOW STORAGE AREA = ± 34,420 SF
 EXISTING SNOW STORAGE AREA TO BE VACATED = ± 720 SF
 EXISTING SNOW STORAGE AREA TO REMAIN = ± 33,700 SF

COPPER RANCH PHASE 6 (INCLUDING PROPOSED PARKING LOT)
 PROPOSED SNOW REMOVAL AREA = ± 24,250 SF
 PROPOSED SNOW STORAGE AREA = ± 3,775 SF

COPPER RANCH ALL PHASES
 TOTAL SNOW REMOVAL AREA = ± 142,550 SF
 TOTAL REQUIRED SNOW STORAGE AREA = ± 35,538 SF (25%)
 TOTAL PROPOSED SNOW STORAGE AREA = ± 37,475 SF (26.3%)



PURPOSE: ISSUE FOR DESIGN REVIEW (04/19/2023)

REVISION NO.	DATE	DESCRIPTION

**PRELIMINARY
NOT FOR
CONSTRUCTION**

COPPER RANCH SNOW STORAGE EXHIBIT

COPPER RANCH PHASE 5
 PREPARED BY: LDC EQUITIES GROUP, DANO, LLC

22059
 PROJECT NUMBER

SNOW

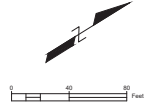
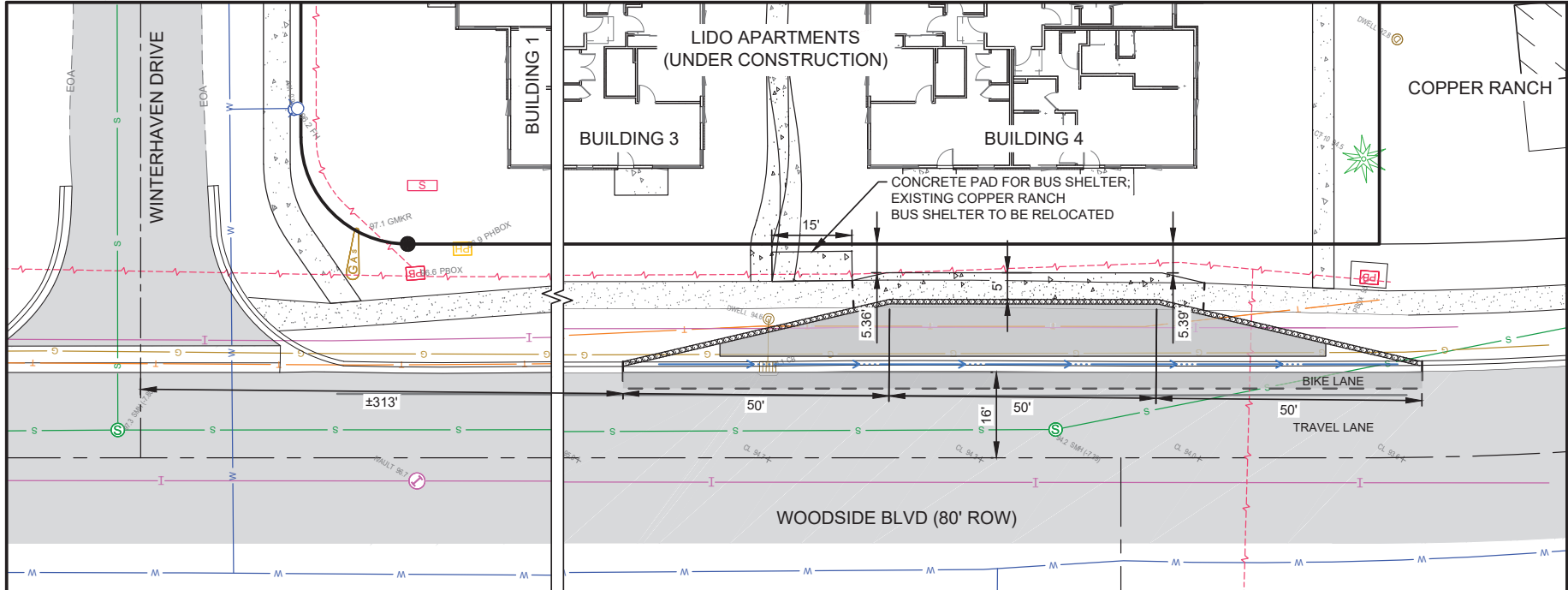


Exhibit C

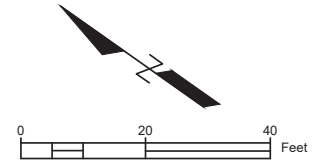


NOTES

1. EXISTING CONDITIONS SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING.
2. LIDO APARTMENT PROPOSED CONDITIONS SHOWN HEREON ARE PER DESIGN DRAWING BY GALENA ENGINEERING.

LEGEND

EXISTING ITEMS	PROPOSED ITEMS
PROPERTY BOUNDARY	SAWCUT
ADJOINING LOT LINE	ASPHALT
ROAD CENTERLINE	CONCRETE SIDEWALK
ASPHALT	CONCRETE ROLLED CURB
CONCRETE	VALLEY CURB
CONCRETE ROLLED CURB	
ROAD PAINT	
WATER MAIN	
FIRE HYDRANT	
SEWER MAIN	
SEWER MANHOLE	
IRRIGATION MAIN	
IRRIGATION VALVE BOX	
UNDERGROUND POWER LINE	
POWER BOX	
UNDERGROUND GAS LINE	
GAS MARKER	
UNDERGROUND COMMUNICATIONS LINE	
COMMUNICATIONS VAULT	



OPAL ENGINEERING, PLLC
P.O. BOX 2530 • HAILEY, ID 89333
WWW.OPAL-ENGINEERING.COM

**CONCEPTUAL BUS STOP
RELOCATED COPPER RANCH STOP**

COPPER RANCH PHASE 5
 PREPARED FOR LIDO EQUITIES GROUP- IDAHO, LLC

22059
PROJECT NUMBER

EX

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/23 **DEPARTMENT:** Administration/CD/Fire/PW
LH

DEPT. HEAD SIGNATURE:

SUBJECT: Consideration of the purchase of a Tiny Home on Wheels to be located west of the Hailey Fire Station

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Ord.

Attachments:

- 1) Tiny Home Spec Sheet, Snake River Tiny Home
- 2) Tiny Home Drawings
- 3) Site Plan for Hailey Fire Station

Background

The City Council has allocated \$500,000 in the FY 22/23 Capital Budget towards community workforce housing. \$375,000 has been expended for the purchase of a deed-restricted townhouse, 410 N River Street, Unit #8. Various other minor expenditures related to this purchase are also underway: washer/dryer, refrigerator, and window coverings). The Council has indicated that they wish to pursue other local housing opportunities with the remaining funds.

Staff have been in touch with numerous Tiny Home on Wheels (THOW) manufacturers and representatives since the passage of the THOW regulations by the City Council in April. Snake River Tiny Homes (Idaho Falls) is a representative for Tumbleweed Tiny House Company out of Colorado Springs, CO. Snake River has suggested to Hailey various models, and staff finds that the Elm 30 would be visually compatible with Hailey architecture, and can be constructed to meet local snow loads, as well as additional climatic requirements as outlined in Hailey’s Municipal Code. The spec sheet for this THOW is attached. Fabrication and delivery are anticipated to take approximately 3-4 months. The attached cost includes delivery.

Staff has explored various locations on city-owned property that could be appropriate for a THOW. The Hailey Fire Station is zoned General Residential and is located within the Townsite Overlay; THOWs are permitted within these zoning districts as an accessory use to the Hailey Fire Station. Contract architectural consultant, Rebecca Bundy, has prepared a preliminary site plan showing where the THOW could be located, to the west of and behind the Fire Station, and uphill from Hailey Elementary School.

If the Council were to proceed, the City would submit applications to purchase and position the THOW in this location, as per the recently adopted THOW regulations.

Preliminary estimates of costs include:

Purchase and deliver of THOW:	\$129,229
Site Prep, utilities (approx.)	\$20,000
Approx. Project subtotal:	\$149,229

The above costs would exceed the remaining funds of approximately \$120,000 in the housing capital fund by \$29,220. The Council could: 1) reallocate the remainder from one of the other unexpended capital fund line items, or 2) delay purchase of the THOW to the next Fiscal Year when additional funds are added to the housing capital fund.

This item is proposed as New Business to allow for Council discussion. If the Council wishes to proceed, they can direct Staff to prepare a resolution for purchase for the next Council meeting and proceed through the THOW application and process. Note that if for any reason the current proposed site proved infeasible, staff would bring other options as to the location of the THOW.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input checked="" type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discussion of expenditures of the remaining Housing Capital Funds to purchase a THOW and locate the THOW west of the Hailey Fire Station. As per discussion, table the matter, modify the proposal or direct staff to draft a resolution for purchase of the Snake River THOW to be presented at the next City Council meeting and proceed through the THOW application and process.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Dealer's Invoice

VIN: 4T9AB3038PA140000



Notes	Super R Insulation \$4,959 NOAH Certification and Inspections \$1,759 Additional engineering requirements (price is TBD, estimated at \$2,500)	
MODEL		\$106,959.00
• Model: Elm 30		
• Floorplan: Alta		
• Additional Sleeping Loft for the Elm/Cypress: None. Single loft only		
EXTERIOR		\$0.00
• Trim Package: Painted Red, White Trim, White Windows and Door, Silver Roof (Included)		
• Exterior Siding: Engineered Clapboard		
• Siding Color: Red		
• Trim Color: White		
• Roof Color: Silver		
• Door Color: White		
• Door Style: Standard Full Glass		
• Door Swings: In		
• Roof Underlayment: Ice & Water Shield		
INTERIOR DECOR		\$0.00
• Interior Decor: Classic (Included)		
• Wall Finish: Knotty Pine		
• Flooring: Espresso Wood Luxury Vinyl		
• Cabinet Style: White Soft Close Designer Cabinets		
• Cabinet Hardware Color: Black		
• Countertop: Maple		
INTERIOR MISCELLANEOUS		\$0.00
• Door Location: License End- Centered		
• Porch: Covered Porch with turned posts and railing		
• Flooring: Vinyl Floor (Included)		
• Stairs: Cubbie Stairs		
KITCHEN		\$1,258.00
• Sink: Large Basin Stainless Bowl (\$499)		
• Cooking: Cooktop		
• Refrigerator: 7.4 CU FT fridge/freezer combo (Included)		
• Kitchen Add Ons: Microwave and Convection Oven (\$759)		
BATHROOM		\$0.00
• Bathroom Toilet: Standard Porcelain (Included)		
• Shower: 32" x 32" Shower		



UTILITIES	\$1,459.00
<ul style="list-style-type: none"> • Utilities: Electric 50A • Heater: Mini Split A/C and heater • Water Heater: 19 gal Electric Water Heater • Tech Package: LED dimmable lighting, Air Exchanger, Mini Wall Heater, USB outlet(s), and TV hookup (\$1,459) • Power Cord: 50A 	
EXTRAS	\$6,477.00
<ul style="list-style-type: none"> • Air Conditioner: Mini Split A/C and Heater (\$3,559) • Washer Dryer Combo: Splendide Washer/Dryer (\$2,259) • Exterior Steps: None • Trailer Upgrades: Add Anchor Rings to Trailer (\$659) 	
WARRANTY	\$0.00
<ul style="list-style-type: none"> • Warranty Length: 1 Year Manufacturer Warranty (Included) • Extended Warranty: Declined 	
CUSTOM FEATURES	\$9,218.00
<ul style="list-style-type: none"> • Option: See "Notes" at top for details 	
DISCOUNT	\$0.00
D&H FEES	\$879.00
Subtotal	\$126,250.00
Shipping (Idaho (\$2,979))	\$2,979.00
Total	\$129,229.00





Ready to Roll: 13 Cool Tiny Houses on Wheels

"Tumbleweed's Elm features a custom arched window above the door reminiscent of an old-fashioned train

caboose. The full porch and lancet window give this exterior design the charm and elegance that started it all."

<https://www.hgtv.com/design/remodel/interior-remodel/cool-tiny-houses-on-wheels-pictures>



Description

The full-glass entry door is located at the back of the Elm model with a beautiful, covered porch and iconic window above. As you enter, you are immediately inside the living room. You notice the attractive knotty pine interior and exquisite finish work on the ceiling beams. The living room has a storage loft above the door. One of the walls is already prewired for cable television.

As you move forward into the hallway, on the left is the kitchen. The options quoted include a two-burner induction stove-top, large microwave/convection oven vented to the outside, and 7.4 CU FT refrigerator freezer. You can even bake or cook metal inside the convection oven. Above the kitchen there is a 9,000 btu Mitsubishi mini split (the exterior heat pump is located at the tongue end of the unit). It is the most popular mini split on the market today.

Across from the kitchen on the right of the hallway, are the stairs leading to a large sleeping loft (12'9" length x 6'7" width). Under the stairs is open storage space and a washer dryer combination unit vented to the outside. Above the stairs is a vented air exchanger (dehumidifier) to eliminate condensation inside the home.



Past the hallway there is the bathroom, with a traditional porcelain toilet and large, fiberglass (32" x 32") shower. On the other side of the bathroom, you open to the flex room (6'9" length x 7'x2" width). The flex room has a separate wall heater to provide additional heat in cold months, especially when the pocket door to the room is closed. The circuit breakers and fuses are also located in the flex room for easy access.

Dimensions

- Length 30'
- Sleeps 2 +2 in loft
- Width 8'6"
- Height 13'5"
- Square Feet 259 + 89 in loft
- Dry Weight 14,500 lbs

Windows (10) *"My favorite journey is looking out the window."* – Edward Gorey

- Living Room 3
- Kitchen 1
- Hallway 1
- Bathroom 1
- Flex Room 2
- Loft 3

Utilities

- Electric 50 Amp
- City water and sewer hookups
- Water heater 19 gallons

Additional Information

This year we have had a Tumbleweed Elm model on our showplace lot in Rigby, Idaho. With an exceptionally cold winter it got down to -18° at times but overall, the home stayed comfortably warm with both the mini split and flex room heater set at 68° .



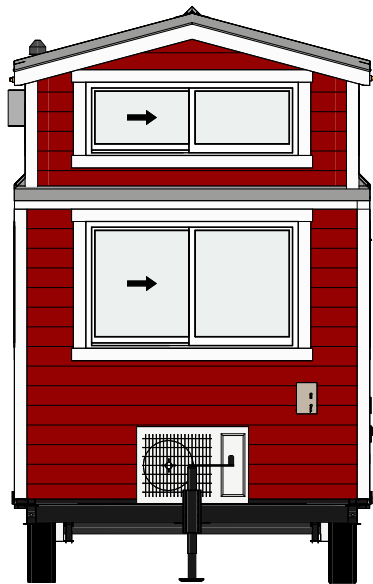
Square Feet	
Main floor	217 ft
Sleeping loft	92 ft
Sleeping loft 2	
Storage loft	
310 ft	

Standard interior finishes
30 inch tall
23 7

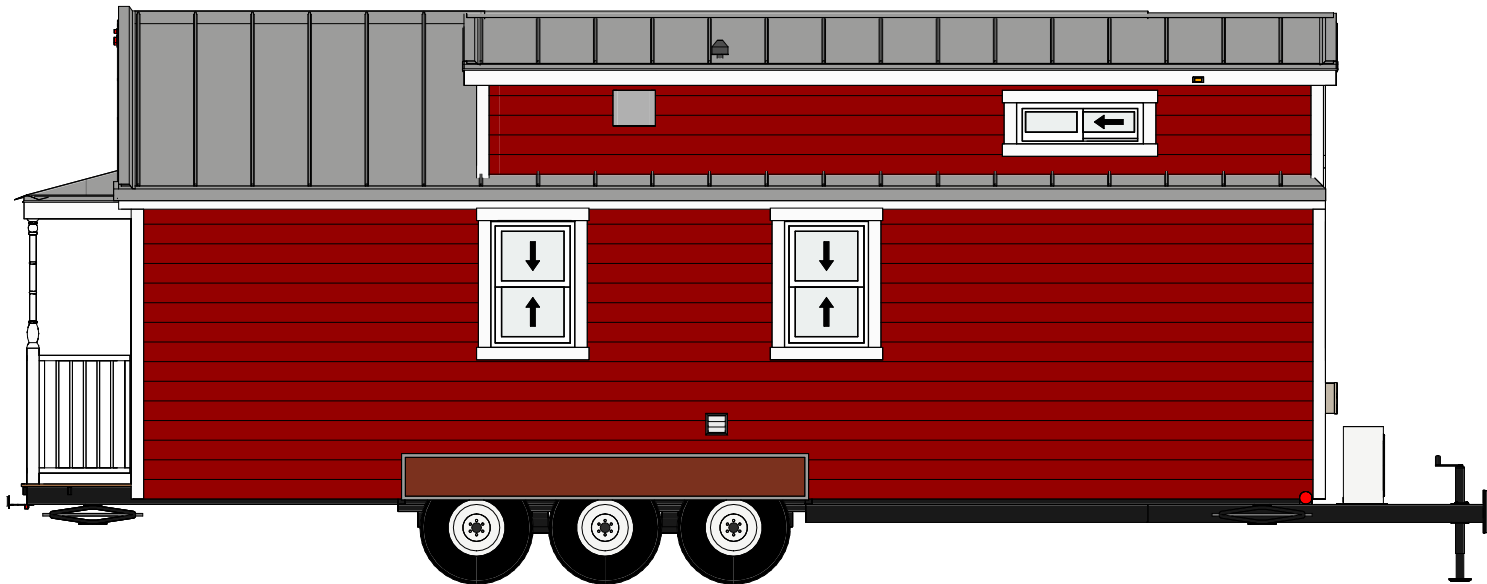
Interior finish package Classic
Siding Mesa Cedar trim white
Roofing Silver aluminum doors windows white
O 23 7 M 30
IN 9 B3036N 1 03 7

Design Notes		
I	Sheet	Note
1	C 1	Standard Steps
2	C 2	Micro hood
3	C 2	Large Sink
	C 2	
	C 2	Drain outlet
6	C 2	Mini Split
7	C B1	120v System





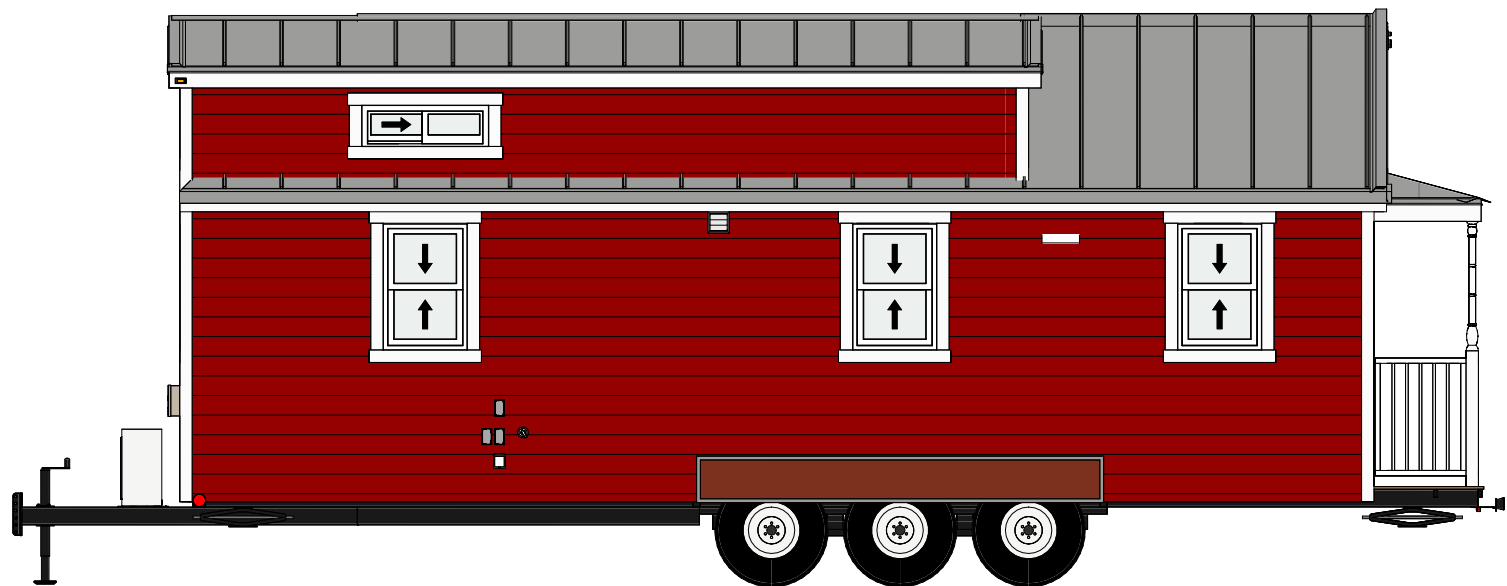
◊ Hitch



◊ Passenger



◊ License



◊ Driver

Snake River Tiny Homes

Designer: E. Card

ISSUE FOR: Sales

SCALE 1 : 54

Project #2347 vA2 Elm 30' Alta L1 - Classic

© TUMBLEWEED TINY HOUSE COMPANY - ALL RIGHTS RESERVED

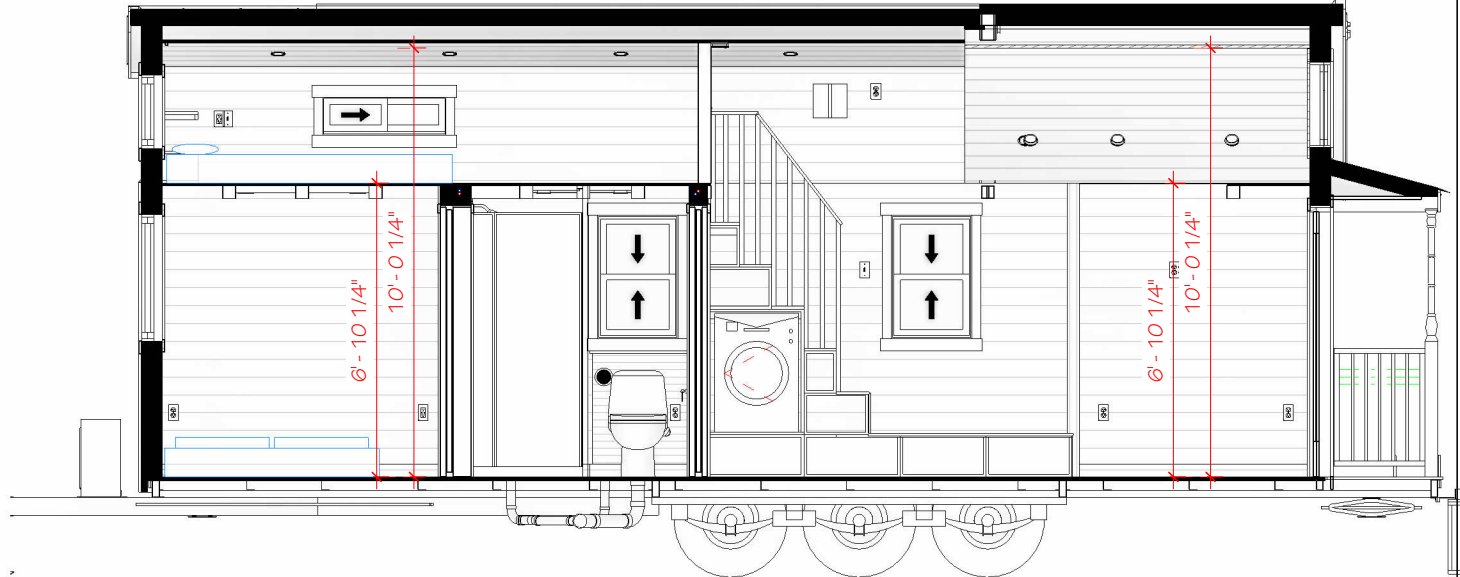
CD-A3 - Elevations

3/24/2022 12:59:47 PM

Note: Measurements subject to change without notice per requirements of construction



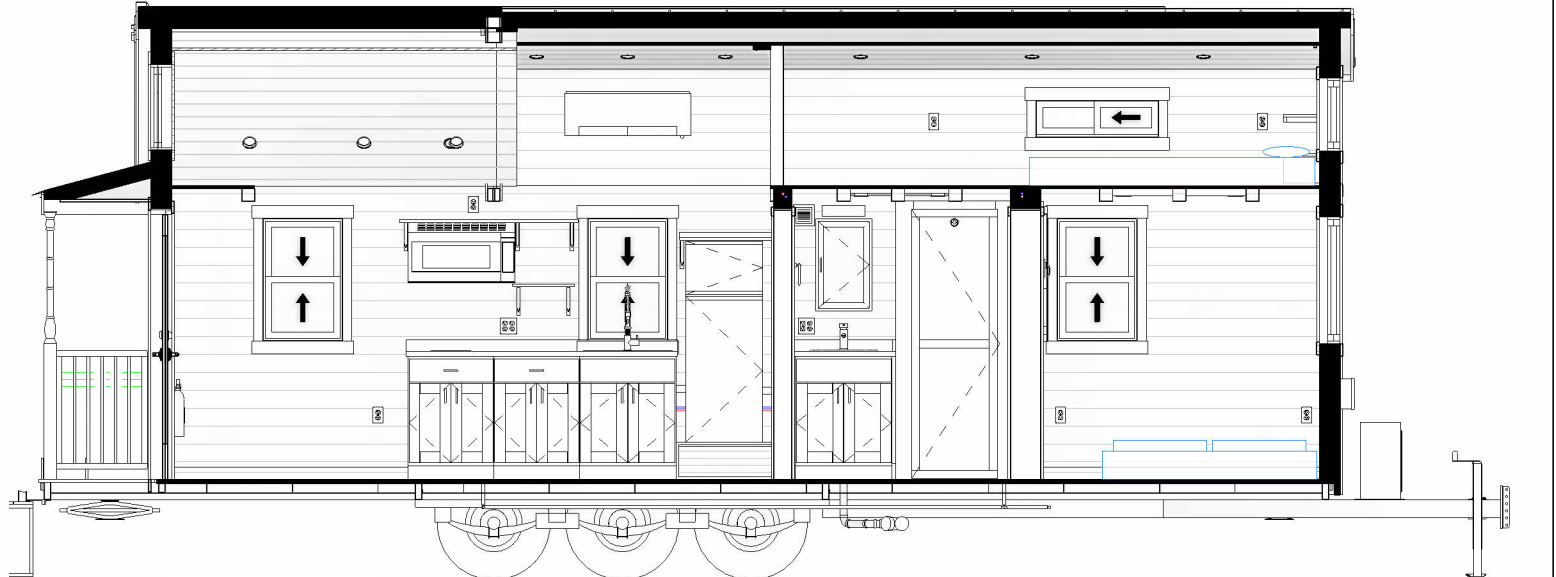
F - Toward Hitch



B - Toward Passenger



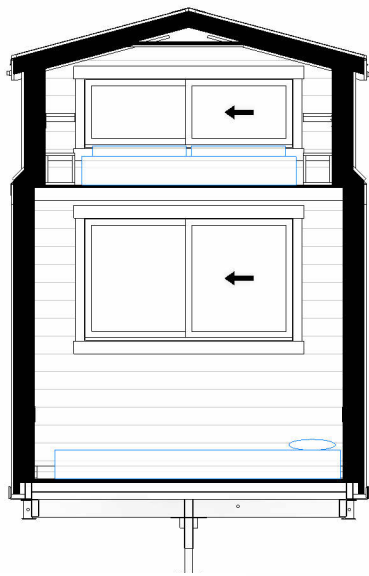
E - Toward License



Toward Driver

Blue Dashed Lines = Placeholder, not included

Snake River Tiny Homes	Designer: E. Card	ISSUE FOR: Sales	SCALE 1 : 54
Project #2347 vA2	Elm 30' Alta L1 - Classic	© TUMBLEWEED TINY HOUSE COMPANY - ALL RIGHTS RESERVED	
CD-A4 - Sections	3/24/2022 12:59:52 PM	Note: Measurements subject to change without notice per requirements of construction	



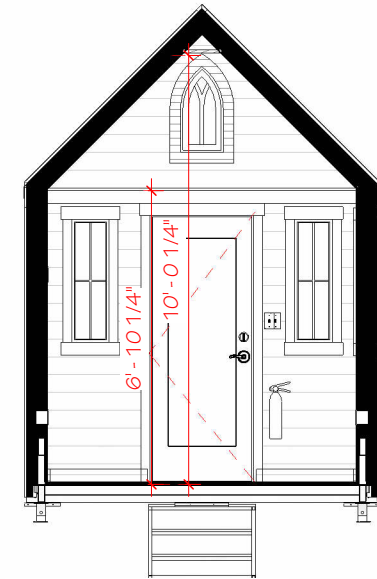
⊕ H - Toward Hitch



⊕ G - Toward License



⊕ D - Toward Hitch



⊕ C - Toward License

Blue shaded lines placeholder, not included

Snake River Tiny Homes

Designer: E. Card

ISSUE FOR: Sales

SCALE 1 : 54

Project #2347 vA2 Elm 30' Alta L1 - Classic

© TUMBLEWEED TINY HOUSE COMPANY - ALL RIGHTS RESERVED

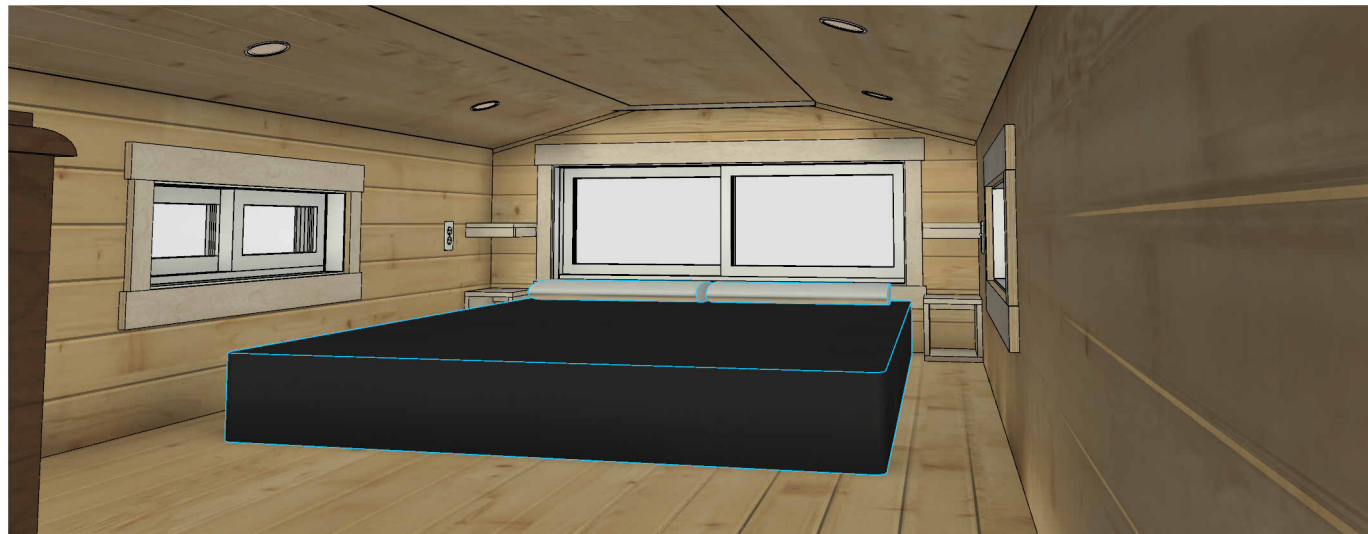
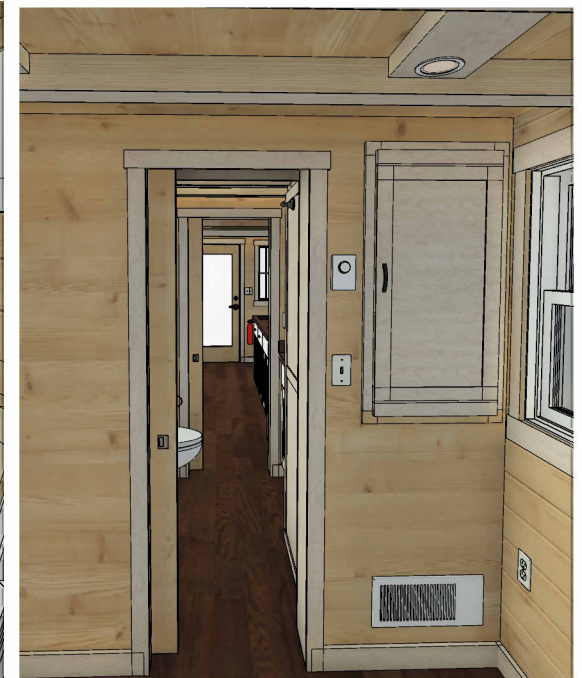
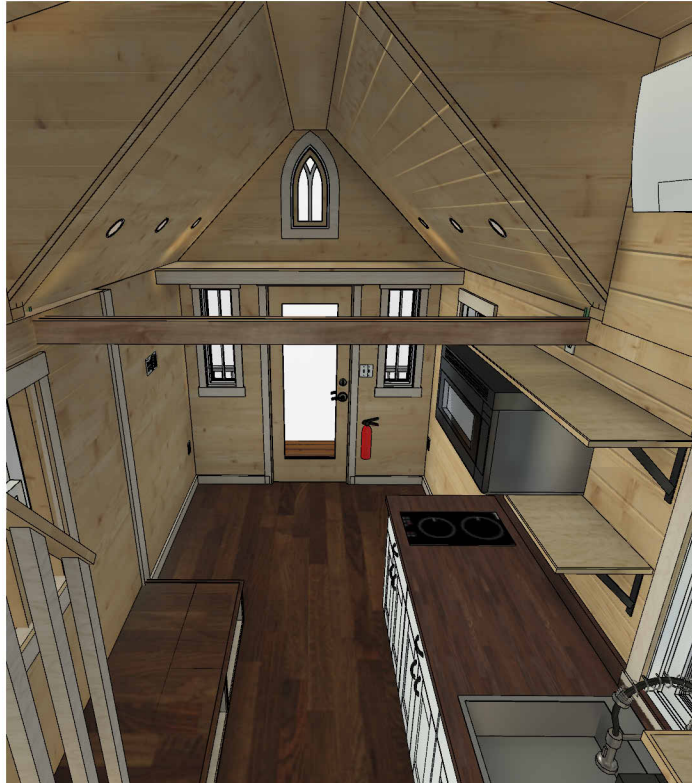
CD-A5 - Sections

3/24/2022 12:59:55 PM

Note: Measurements subject to change without notice per requirements of construction



Snake River Tiny Homes	Designer: E. Card	ISSUE FOR: Sales	SCALE
Project #2347 vA2	Elm 30' Alta L1 - Classic		© TUMBLEWEED TINY HOUSE COMPANY - ALL RIGHTS RESERVED
CD-C1 - Exterior Perspectives	3/24/2022 1:00:13 PM	Note: Measurements subject to change without notice per requirements of construction	



Snake River Tiny Homes

Designer: E. Card

ISSUE FOR: Sales

SCALE

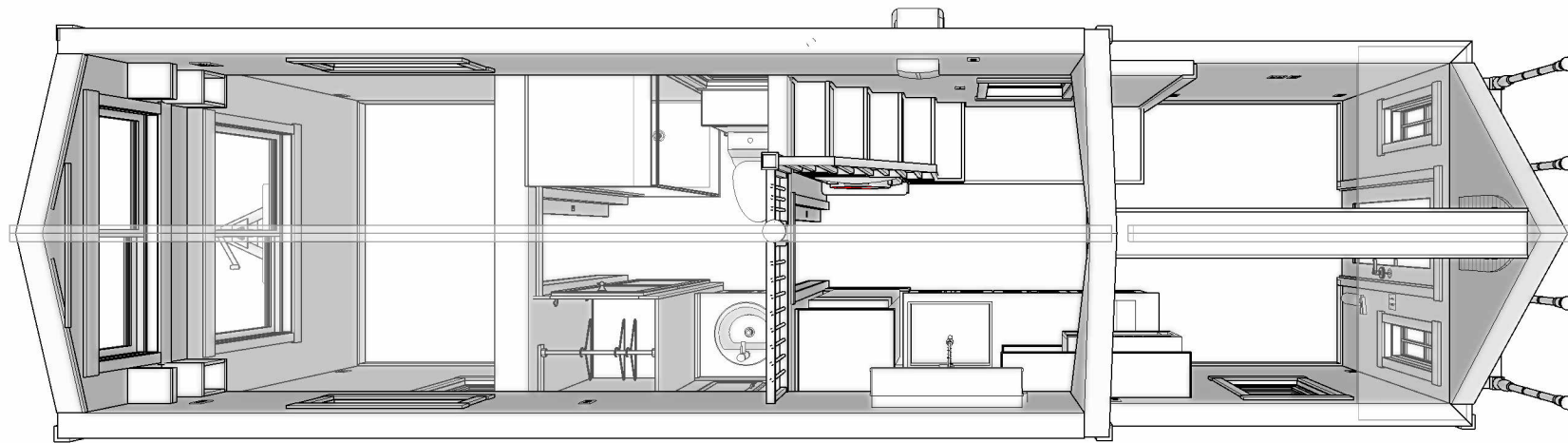
Project #2347 vA2 Elm 30' Alta L1 - Classic

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CD-C2 - Interior Perspectives

3/24/2022 1:00:47 PM

Note: Measurements subject to change without notice per requirements of construction



Snake River Tiny Homes

Designer: E. Card

ISSUE FOR: Sales

SCALE

Project #2347

vA2

Elm 30' Alta L1 - Classic

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CD-C3 - Bird Eye

3/24/2022 1:00:51 PM

Note: Measurements subject to change without notice per requirements of construction



Snake River Tiny Homes

Designer: E. Card

ISSUE FOR: Sales

SCALE

Project #2347

vA2

Elm 30' Alta L1 - Classic

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CD-C4 - Dollhouse

3/24/2022 1:01:06 PM

Note: Measurements subject to change without notice per requirements of construction

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** M. Cone

SUBJECT

Motion to approve 3rd Reading of Ordinance No. 1319, Local Option Tax splitting 1% for air, for .5 percent towards housing and .5 percent towards air. Based on the results of the May 16, 2023 election, the Council is ready to conduct a third reading, read by title only, approve the Summary and authorize the Mayor to sign Ordinance No. 1319.

AUTHORITY: X ID Code 50-412, & 34-1401 IAR _____ City Ordinance/Code _____

BACKGROUND:

The May 16, 2023 election. This meeting the council will make a motion to adopt the Ordinance No. 1319 as passed by voters in the election, authorize the Mayor to sign, authorize the 3rd Reading by title only and approve Summary of Ordinance No. 1319.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to conduct a third reading, read by title only, approve the Summary and authorize the Mayor to sign Ordinance No. 1319, an ordinance regarding Local Option Tax splitting 1% for air, for .5 percent towards housing and .5 percent towards air.

FOLLOW UP NOTES:

HAILEY ORDINANCE NO. 1319

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 5.32 OF THE HAILEY MUNICIPAL CODE WHICH AUTHORIZES THE IMPOSITION OF CERTAIN NON-PROPERTY TAXES, TO-WIT: A FOUR PERCENT (4%) TAX ON RENTAL VEHICLE AND ON HOTEL-MOTEL OCCUPANCY CHARGES, A TWO PERCENT (2%) TAX ON RETAIL SALE OF LIQUOR BY-THE-DRINK, AND A ONE PERCENT (1%) TAX ON THE SALE OF RESTAURANT FOOD, THAT PROVIDES FOR A THIRTY YEAR DURATION, EXPIRING JUNE 30, 2050, BY DIVIDING THE 1% OF SAID NONPROPERTY TAX PREVIOUSLY USED SPECIFICALLY FOR THE PURPOSE OF MAINTAINING AND INCREASING COMMERCIAL AIR SERVICES TO SUN, DEDICATING .5% FOR SAID PURPOSE, AND .5% FOR THE SPECIFIC PURPOSE OF DEVELOPING COMMUNITY HOUSING FOR FAMILIES LIVING AND WORKING IN HAILEY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Mayor and Hailey City Council find that the City derives the major portion of its economic well-being from people catering to recreational needs;

WHEREAS, the Mayor and Hailey City Council find that the City has a significant economic dependence upon visitors and travelers passing through or staying in the city;

WHEREAS, the Mayor and Hailey City Council find that visitors and travelers to the City of Hailey require municipal services which place an undue burden upon City taxpayers;

WHEREAS, the Mayor and Hailey City Council find that the volume of visitors has increased the impact on City services, including emergency response services, and increased the impact on City parks, streets and other City infrastructure;

WHEREAS, in 2006, the voters of the City of Hailey adopted a local option tax providing for a three percent (3%) tax on rental vehicle and hotel-motel occupancy charges, a two percent (2%) tax on retail sale of liquor by-the-drink, and a one percent (1%) tax on the sale of restaurant food for a four (4) year period; and

WHEREAS, on November 3, 2009, the voters of the City of Hailey adopted a local option tax providing for a three percent (3%) tax on rental vehicle and hotel-motel occupancy charges, a two percent (2%) tax on retail sale of liquor by-the-drink, and a one percent (1%) tax on the sale of restaurant food for a twenty (20) year period effective on July 1, 2010; and

WHEREAS, on November 5, 2013, the voters of the City of Hailey approved of the adoption of Hailey Ordinance No. 1133 providing that the non-property tax be increased to 4% for Rental Vehicle and Hotel-Motel Occupancy Taxes. The additional 1% non-property tax on these categories came to be known as "1% for Air" and was authorized for a duration of five (5) years after January 1, 2014 and was to be used for A) maintaining and increasing commercial air

service to Friedman Memorial Airport through the use of Minimum Revenue Guarantees or other inducements to providers; (B) promoting and marketing the existing service and any future service to increase passengers; (C) for all ancillary costs which are associated with the ongoing effort to maintain and increase commercial air service, including reasonable program management costs and busing due to flight diversion(s); and (D) direct costs to collect and enforce the tax, including administrative and legal fees; and

WHEREAS, on May 16, 2017, the voters of the City of Hailey approved of the adoption of Hailey Ordinance No. 1212 providing that the term of the additional ‘1% for Air’ non-property taxes collected for Rental Vehicle and Hotel-Motel Occupancy Taxes is be authorized for a duration of five (5) years after January 1, 2019, and

WHEREAS, the Mayor and the Hailey City Council find that the local option tax approved in 2006, 2009, 2013 and 2017 has been beneficial to the residents of the City of Hailey and that the local option taxes approved in these elections was in May of 2020 approved by the voters for a thirty (30) year term with the effective date of this ordinance to begin on July 1, 2020 and expiring on June 30, 2050, and,

WHEREAS, the City of Hailey and surrounding communities are experiencing a crisis in affordable housing, with local sources reporting a 2022 median home sales price in Hailey of \$675,000 as compared to a 2019 median home sale price of \$377,000 and rents having increased over 30% over the same time period, and

WHEREAS, the Hailey Mayor and Council now desire to ask the voters whether to divide that one percent (1%) of the nonproperty tax on rental use of temporary occupancy of a room or living unit in a hotel or motel and for the rental use of rental vehicle such that .5% of that nonproperty tax continues to be used specifically for the purposes of maintaining and increasing commercial air service to Friedman Memorial Airport (SUN) and of promoting and marketing air service to SUN, which funds are paid to and spent by the Sun Valley Air Service Board as authorized under a Joint Powers Agreement and dedicating .5% of that nonproperty tax to be used for the specific purpose of developing community housing for families living and working in Hailey, and

WHEREAS, the Mayor and City Council of the City of Hailey have determined it advisable to conduct a special election to request the voters in Hailey to modify the purpose of the local option tax such that the 1% previously dedicated exclusively for the purpose of maintaining and increasing commercial air services to SUN would be divided such that .5% remains dedicated to maintaining and increasing commercial air services to SUN and that .5% would be dedicated to the specific purpose of developing community housing for families living and working in Hailey, with the term, rates, types, and other purposes of the tax unchanged from previous ordinances.

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

SECTION 2. Section 5.32.050 of the Hailey Municipal Code is amended by the addition of the

underlined language and the deletion of the stricken language, as follows:

5.32.050 Purpose

A. The non-property tax revenue derived from and collected under this ordinance shall be used for the following purposes:

- (1) Emergency services (rapid response, life saving, traffic enforcement, training, staffing, equipment, vehicles, etc.).
- (2) Maintenance, improvement and acquisition of parks.
- (3) Road repair, transportation enhancements and snow removal.
- (4) City promotion, visitor information, special events and economic development.
- (5) Town improvements (library modernization, sidewalks, town square, etc.).
- (6) Public transit and related improvements.
- (7) Direct cost to administer and enforce this ordinance.
- (8) Developing community housing for families living and working in Hailey.

B. As long as the City of Hailey is a voting member of the Sun Valley Air Service Board under an effective Joint Powers Agreement between the Cities of Hailey, Ketchum, Sun Valley and Blaine County, .5% of the Nonproperty Tax revenue derived from and collected under this chapter from Rental Vehicle and Hotel-Motel Occupancy Taxes authorized by ordinance 1133, 1212 and 1257 shall be used for the following purposes:

1. Maintaining and increasing commercial air service to Friedman Memorial Airport through the use of minimum revenue guarantees or other inducements to providers;
2. Promoting and marketing the existing service and any future service to increase passengers;
3. For all ancillary costs which are associated with the ongoing effort to maintain and increase commercial air service, including reasonable program management costs and busing due to flight diversion(s); and
4. Direct costs to collect and enforce the tax, including administrative and legal fees.

C. In the event the Joint Powers Authority is dissolved by the participating agencies, or that a future Hailey City Council opts out of the Joint Powers Agreement, the entire 4% of Rental Vehicle and Hotel-Motel Occupancy Taxes collected shall be used for the purposes described in Paragraph A. (1)– (8) above.

D. One half of one percent (.5%) of the Nonproperty Tax revenue derived from and collected under this chapter from Rental Vehicle and Hotel-Motel Occupancy Taxes authorized by ordinance 1133, 1212 and 1257 shall be used for the following purposes:

1. Developing community housing for families living and working in Hailey
2. For all ancillary costs which are associated with the ongoing effort to develop community housing for families living and working in Hailey; and

3. Direct costs to collect and enforce the tax, including administrative and legal fees.

Section 3. **SEVERABILITY CLAUSE.** If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 4. **REPEALER CLAUSE.** All Ordinances or Resolutions or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 5. **EFFECTIVE DATE.** This Ordinance shall be in full force and effect on July 1, 2020, and after its passage, approval and publication according to law

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 22nd DAY OF MAY, 2023.

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Published Summary: Idaho Mountain Express _____, 2023.

SUMMARY OF HAILEY ORDINANCE NO. 1319

The Following is a summary of the principal provisions of Ordinance No. 1319 of the City of Hailey, Idaho, duly passed and adopted _____, 2023, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 5.32 OF THE HAILEY MUNICIPAL CODE WHICH AUTHORIZES THE IMPOSITION OF CERTAIN NON-PROPERTY TAXES, TO-WIT: A FOUR PERCENT (4%) TAX ON RENTAL VEHICLE AND ON HOTEL-MOTEL OCCUPANCY CHARGES, A TWO PERCENT (2%) TAX ON RETAIL SALE OF LIQUOR BY-THE-DRINK, AND A ONE PERCENT (1%) TAX ON THE SALE OF RESTAURANT FOOD, THAT PROVIDES FOR A THIRTY YEAR DURATION, EXPIRING JUNE 30, 2050, BY DIVIDING THE 1% OF SAID NONPROPERTY TAX PREVIOUSLY USED SPECIFICALLY FOR THE PURPOSE OF MAINTAINING AND INCREASING COMMERCIAL AIR SERVICES TO SUN, DEDICATING .5% FOR SAID PURPOSE, AND .5% FOR THE SPECIFIC PURPOSE OF DEVELOPING COMMUNITY HOUSING FOR FAMILIES LIVING AND WORKING IN HAILEY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF THIS ORDINANCE.

Hailey Ordinance No. 1319 Amends Hailey Municipal Code as follows:

Section 1 amends Hailey Code Section 5.32.050.A. Purpose, by adding paragraph (8) developing community housing for families living and working in Hailey and B. & D. applying one half of one percent (.5%), of the one percent (1%) of the non-property tax, previously applied only to maintaining and developing air service to Friedman Memorial Airport, to developing community housing for families living and working in Hailey.

Section 2 provides a savings and severability clause.

Section 3 provides a repealer clause.

Section 4 provides an effective date.

The full text of Ordinance No. 1319 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1319 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1319, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 22nd day of May, 2023.

Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express, _____, 2023.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023 **DEPARTMENT:** Community Development Dept. **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Conduct the Second Reading of proposed Ordinance No. 1325, an amendment to Title 17, Zoning Regulations, Section 17.05: District Use Matrix and Section 17.02.020 Meaning of Terms or Words.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 18
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: Second Reading of the proposed Ordinance No. 1325, an ordinance of the City of Hailey, Idaho, amending, consolidating, and reorganizing the Hailey Municipal code, Title 17: Zoning Regulations, Chapter 17.05 Official Zoning Map and District Use Matrix, Section 17.05.040, District Use Matrix and amending related definitions in Title 17: Zoning Regulations, Chapter 17.02, Section 17.02.020 Meaning of Terms or Words, to modernize the Matrix language and related definitions.

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Conduct the Second Reading of the proposed Ordinance No. 1325, an amendment to Title 17, Zoning Regulations, Section 17.02.020: Meaning of Terms or Words and Section 17.05: District Use Matrix.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

HAILEY ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING, CONSOLIDATING, AND REORGANIZING THE HAILEY MUNICIPAL CODE, TITLE 17: ZONING REGULATIONS, CHAPTER 17.05 OFFICIAL ZONING MAP AND DISTRICT USE MATRIX, SECTION 17.05.040, DISTRICT USE MATRIX; AND AMENDING RELATED DEFINITIONS IN TITLE 17: ZONING REGULATIONS, CHAPTER 17.02, SECTION 17.02.020 MEANING OF TERMS OR WORDS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

WHEREAS, the proposed additions will reduce confusion and contradictions in the Hailey Municipal Code; and

WHEREAS, the Hailey City Council has determined that the proposed amendments are appropriate and timely; and

WHEREAS, the text addition set forth in this Ordinance will promote the public health, safety and general welfare;

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

Section 1. Title 17 Zoning Regulations, Chapter 17.02 Definitions, Section 17.02.020 Meaning of Terms or Words is hereby modified by the removal of the stricken language and the addition of the underlined language, as follows and is highlighted for convenience:

ANSI: The American National Standards Institute, and as may be subsequently amended.

ATV: Any self-propelled vehicle with two (2) or more tires with a seat or saddle for use of the rider (e.g., dirt bikes and 4 wheelers) or any self-propelled vehicle designed primarily for travel on snow or ice, which may be steered by tracks, skis or runners (e.g., snowmobiles and snow cats).

ABOVEGROUND FLAMMABLE LIQUID TANK(S): A type of fuel tank. Any vessel containing more than sixty (60) gallons (227 l) of class I-A liquids, class I-B liquids or class I-C liquids, or as more particularly described in the IFC ("flammable liquid") (e.g., gasoline). Aboveground flammable liquids do not include LPG (propane). ~~The use of any aboveground flammable liquid tank is prohibited except where listed as a conditional and/or accessory use.~~

ABOVEGROUND COMBUSTIBLE LIQUID TANK(S): A type of fuel tank. Any vessel containing more than sixty (60) gallons (227 l) of class II liquids, class III-A liquids or class III-B liquids, or as more particularly described in the IFC ("combustible liquid") (e.g., diesel). Aboveground combustible liquids do not include LPG (propane). ~~The use of any aboveground combustible liquid tank is prohibited except where listed as a conditional and/or accessory use.~~

ACCESSORY DWELLING UNIT: A structure subordinate to the principal use on the same lot or premises having kitchen facilities and at least one bathroom, to be occupied as a residence, which is incidental to the use of the principal building.

ACCESSORY STRUCTURE: A structure containing the accessory use upon a lot.

ACCESSORY STRUCTURE, ATTACHED: Any accessory structure located within three feet (3') of or attached to the principal building.

ACCESSORY STRUCTURE, DETACHED: Any accessory structure located more than three feet (3') from the principal building.

ACCESSORY USE: A use subordinate to the principal use on the same lot or premises, and serving a purpose customarily incidental to the use of the principal use and is a use that is commonly, habitually and by long practice, established or associated in the city with such principal use.

ADMINISTRATOR: The person designated by the mayor or city administrator to oversee the administration of this title.

AIRPORT: Any runway, landing area or other facility designed or used for all landing and taking off of aircraft, including all associated taxiways, aircraft storage, maintenance and tie down areas, fueling facilities, hangars, passenger terminals and other buildings, either for regularly scheduled commercial aircraft or for general aviation only when there is also regularly scheduled commercial aircraft service. For the purposes of this definition, regularly scheduled commercial aircraft shall mean an air carrier (certified under CFR title 14, part 121) other than a charter air carrier (certified under CFR title 14, part 135), while general aviation shall mean all other aircraft use.

ALLEY: A minor way which is used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street.

ALTERATION: Any change in size, shape, character, occupancy or use of a building or structure.

APARTMENT: A multiple-family dwelling containing three (3) or more dwelling units in which all units, exclusive of a unit which may be occupied by the owner, are rented or leased.

APIARY: Any place where one or more colonies of honeybees are located and the honeybees are kept within hive(s).

AREA DEVELOPMENT PLAN: A plan encompassing all contiguous parcels controlled by the same owner, which includes: legal description of contiguous parcels; name(s) of owner(s) of contiguous parcels; streets within and adjacent to the contiguous parcels, whether public or private; water main lines and sewer main lines; other utilities, including power, telephone, cable, gas; parks, if required under this title; grading and drainage; easements; hazardous or natural resource areas.

AREA MEDIAN INCOME (AMI): The combined gross income for all persons living in a dwelling unit as calculated by the United States department of housing and urban development annually for Blaine County.

AUTOMOTIVE REPAIR AND MAINTENANCE: Services for motor vehicles, including repair, car washes, and detailing services.

BAR: Any commercial establishment serving alcoholic beverages and providing entertainment for patrons including nightclubs, lounges, and cabarets, but not including food services, and as provided by Idaho Code.

BASE FLOOD: The flood having a one percent (1%) chance of being equaled or exceeded in any given year. This is a regulatory standard also referred to as the "100-year flood". The base flood is used by the NFIP as the basis for mapping, insurance rating and regulating new construction.

BASE FLOOD ELEVATION (BFE): The water surface elevation resulting from the base flood that is tied to a specified datum. The base flood elevation (BFE) is depicted on the FIRM to the nearest foot and in the FIS to the nearest 0.1 foot.

BASEMENT: The portion of a structure, including crawl space, with its floor subgrade (below ground level) on all sides.

BED AND BREAKFAST INN: A building which has no more than eight (8) sleeping rooms available for rent for short term (less than 15 days) residential occupancy, served through a main entrance.

BEEKEEPER: A person who owns or has charge of one or more colonies of honeybees.

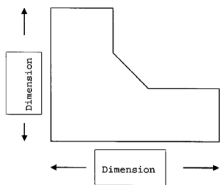
BEEKEEPING: The occupation of owning and breeding honeybees for their honey.

BOARDING AND ROOMING HOUSE: A building in which the proprietor resides and which has not more than six (6) rooms available for rent or lease for residential occupancy and in which no cooking or dining facilities are provided in the individual rooms.

BUFFER: Something which provides protection from and lessens the negative impacts one land use may have on another. A buffer may include, but is not limited to, a landscape strip, solid fence or solid wall. A zoning district may also serve as a buffer by inclusion or exclusion of certain uses and/or bulk or other requirements that serve to lessen the negative impacts of a more intensive zoning district.

BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy.

BUILDING DIMENSION: The total length or width of a building footprint. See diagram.



BUILDING ENVELOPE: A platted boundary within which all buildings upon a lot must be located.

BUILDING FOOTPRINT (FOOTPRINT): The area of the lot or parcel which is within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions of a building, also including attached garages, carports and porte-cocheres, enclosed decks, enclosed porches, solariums and similar enclosed extensions, attachments and accessory annexes. Not included in the footprint are unenclosed portions or extensions of buildings, including, but not limited to, unenclosed decks, porches, eaves and roof overhangs.

BUILDING OFFICIAL: The Hailey building official.

BULK REQUIREMENTS: The combination of controls which establishes minimum and maximum lot sizes and dimensions and minimum and maximum size of buildings and their location on a lot, including:

- A. The size of buildings and other structures.
- B. The shape of buildings and other structures.
- C. The location of exterior walls of buildings and other structures, in relation to property lines, streets and other buildings or structures.
- D. Lot coverage.

E. Lot area per dwelling unit.

~~CATERING SERVICES: A type of food service business that facility for the prepares ation and stores age of food and food utensils for off-premises consumption, and service.~~

CENTRAL BUSINESS DISTRICT: That area containing all properties lying within the business and limited business districts on or adjacent to Main Street, River Street and 1st Avenue, and between the intersection of 3rd Avenue and Main Street, and the intersection of McKercher Boulevard and Main Street.

CHANNEL: A natural or artificial watercourse with definite bed and banks to confine and conduct continuously or periodically flowing water, and which, in the absence of evidence to the contrary, shall be presumed to consist of the area between the boundaries of vegetation on either side of the watercourse.

CHICKEN COOP: A building or enclosed structure which houses hens.

CITY: The City of Hailey, Idaho.

CITY ENGINEER: The Hailey City Engineer.

CITY STANDARDS: Those standards for street, drainage, water, sewer, wastewater, and other infrastructure improvements adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code section 67-6509.

CO-LIVING DWELLING FACILITY: A building, or portion thereof, containing ten (10) or more private living spaces, at least one (1) shared kitchen, and at least one (1) shared living space. Each private living space shall include a bedroom and private bathroom. Private living spaces within a co-living dwelling facility shall be leased for residential occupancy only, and each unit shall meet the occupancy requirements of the International Building and International Fire Codes. A fulltime or onsite Property Manager is required.

~~INDIVIDUAL-COMBINED RETAIL/WHOLESALE TRADE: Any business or businesses that involve, in whole or in part, individual retail and/or A type of retail trade that incorporates wholesale trade sales, allowed in the applicable zoning district that:~~ Combined retail/wholesale trade businesses:

- A. Share check stands or storage areas;
- B. Share management; or
- C. Are owned, leased, possessed or otherwise controlled, in any manner, directly or indirectly:
 - 1. By the same individual(s) or entity(ies), including, but not limited to, corporation(s), partnership(s), limited liability company(ies) or trust(s); or
 - 2. By different individuals or entities, including, but not limited to, corporations, partnerships, limited liability companies or trusts where: a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies); or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), and are located within one or more separate buildings or structures within eight hundred feet (800') of one another, regardless whether they are attached or detached.

COMMERCIAL PROJECT: A structure or development that, after completion, would be devoted to commercial or business use.

COMMERCIAL USE: An occupancy of a building, structure, or other property which involves any retail sale, wholesale distribution, office, entertainment service, recreational area, restaurant, room for rent, manufacturing, hybrid production facility or other nonresidential use. However, this definition shall not include churches, public schools, hospitals, public civic centers or public recreational facilities, or other facilities owned by, or operated strictly for the benefit of, the public.

COMMISSION: The governing body ~~Planning and Zoning Commission~~ of the City of Hailey, Idaho.

COMMUNAL AREA: The term communal area may include one or more common lounges, recreation rooms, dining rooms, living rooms, useable entry areas, foyers and lobbies that are accessible to all residents of the building, with sufficient accommodations for socializing and meeting. Not included in communal area are hallways and corridors, supply, janitorial or laundry areas, operations and maintenance areas, staff areas and offices and required bicycle parking areas or tenant storage areas.

COMMUNITY ~~EVENT~~ CENTER: A facility, which may be located on public or private property that functions primarily to provide a community-centered meeting hall for members of the public to carry out local community-oriented activities and public and civic functions. Examples of such facilities include grange halls, community sponsored meeting halls, and veterans halls, typically consisting of one or more meeting or multipurpose room and a kitchen and/or outdoor barbecue facilities, that are available for use by various groups for such activities as public assemblies, meetings, private meetings, parties, weddings, receptions, and dances.

COMMUNITY HOUSING FUND: An interest-bearing account held in trust by the City for the creation of community housing for the benefit of the City.

COMMUNITY HOUSING PLAN: The plan that specifically describes the market rate units and the community housing units to be constructed in any development, or alternatives to community housing units, and that is approved by the City in accordance with standards and criteria adopted by the local housing authority or as otherwise allowed by the Council.

COMMUNITY HOUSING UNIT: Through a deed restriction, a dwelling unit that is restricted by size, type and cost, and/or that is for sale or rent exclusively to individual(s) meeting income, occupancy and/or other affordable community housing criteria established in a community housing plan approved by the City of Hailey.

COMPATIBILITY: The characteristics of different designs which, despite their differences, allow them to be located near each other in harmony, such as scale, height, materials, fencing, landscaping and location of service areas.

COMPREHENSIVE PLAN: The Comprehensive Plan of the City of Hailey, as adopted by resolution or ordinance by the City pursuant to Idaho Code section 67-6501 et seq., and as may be subsequently amended.

CONDITIONAL USE: A use or occupancy of land permitted only upon the issuance of conditional use permit, and subject to the limitations and restrictions specified in such permit in addition to all other applicable regulations and provisions of this title.

CONDOMINIUM: An estate consisting of an undivided interest in common in real property, in an interest or interests in real property, or any combination thereof, together with a separate interest in real property, in an interest or interests in real property, or any combination thereof.

CONTIGUOUS PARCELS: Two (2) or more parcels of real property that share at least one common boundary of any length, or any portion of a boundary, with a separate parcel of real property, or are separated only by intervening streets or other City owned parcels not more than one hundred feet (100') in width, controlled by the same owner.

CONVENIENCE STORE: A retail business with a primary emphasis placed on providing the public with a convenient location to quickly purchase from a wide array of consumable products (predominantly food or food and gasoline) and services. Convenience stores have the following characteristics:

- A. Building size may vary significantly, typically less than five thousand (5,000) square feet;
- B. Off street parking and/or convenient pedestrian access;
- C. Extended hours of operation with many open twenty four (24) hours a day, seven (7) days a week;
- D. Stock of at least five hundred (500) SKUs (stock keeping units);
- E. Product mix includes grocery type items and also includes items from the following groups: beverages, snacks (including confectionery) and tobacco.

COUNCIL: The City Council of the City of Hailey.

CURB CUT: An interruption in a curb or street edge to allow vehicular access from a property to the street typically associated with a driveway or parking lot entrance or exit.

CUT: Excavation and/or removal of earthen material.

DATUM: A common vertical elevation reference point, usually in relation to sea level.

DAYCARE BUSINESS: The care and supervision, provided for compensation, during part of a twenty four (24) hour day, for a child or children, under the age of thirteen (13), not related by blood or marriage to the person or persons providing the care, in a place other than the child's own home. This term includes preschools, nursery schools, play schools, kindercare, childcare and any like or similar operation.

DAYCARE CENTER: A daycare business providing care for thirteen (13) or more children.

DAYCARE FACILITY: A daycare business providing care for seven (7) to twelve (12) children.

DAYCARE HOME: A daycare business providing care for six (6) or fewer children at any one time, having not more than three (3) employees, and operating between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M.

DECK: An exterior floor system supported on at least two (2) opposing sides by an adjacent structure and/or posts, piers or other independent supports. A "deck" less than thirty inches (30") above adjacent grade is not subject to the setback requirements of this title.

DEED RESTRICTION: A method by which occupancy and resale of real property is controlled in a deed to create community housing units.

DEVELOPMENT: Any disturbance, cut, fill, new construction, exterior remodeling, landscaping, fencing, grubbing or site preparation.

DISTURB: To alter the position or arrangement of the ground and its features.

DRIVE-THROUGH FACILITY: A structure where service associated with a principal use is provided to the customer from a service window or service area designed to accommodate motorized vehicle access.

DRIVEWAY: A vehicular access constructed on private property providing access to not more than two (2) residential dwelling units.

DUPLEX: A multiple-family dwelling containing two (2) dwelling units.

DWELLING UNIT: A building or separate portion thereof having a single kitchen and providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation, designed to be occupied as a residence. Every dwelling unit shall have a total gross floor area of not less than two hundred (200) gross square feet, and shall include other requirements as specified in the IBC or IRC.

ELEVATION: A drawing showing the entire height and width of an exterior wall of a building.

EMPLOYEE: Any person working for compensation in any business.

ENCLOSURE (SENSE OF): An experience in which a pedestrian feels sheltered in a semiprivate realm. Buildings, trees, landscaping and street widths are all factors in creating a sense of enclosure.

ENERGY STAR: A joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping participants save money and protect the environment through energy efficient products and practices. Standards are set forth jointly by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

ERECT: To build, construct, reconstruct, move upon or perform any other physical operations on the premises required for building. Associated excavation or fill shall be considered a part of erection.

FAÇADE: The exterior wall of a building exposed to public view or that can be viewed by persons not within the building.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): The Federal Agency with the overall responsibility for administering the National Flood Insurance Program (NFIP).

FENCE: A barrier constructed to be an enclosure or an exclosure or to delineate a boundary and located within twenty feet (20') of a property line.

FENESTRATION: The arrangement of windows in a building.

FILL: Deposit of earthen material or other materials typically associated with new construction (e.g., landscaping, pavers, pavement and culverts).

FINANCE AND INSURANCE FIRMS: Establishments primarily engaged in financial transactions (transactions involving the creation, liquidation or change in ownership of financial assets) and/or in facilitating financial transactions, including, but not limited to, banks, insurance companies and investment companies.

FLOOD: General and temporary condition of partial or complete inundation of two (2) or more properties from: a) the overflow of inland waters; b) the unusual and rapid accumulation of runoff or surface waters from any source; c) mudflow; or d) collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood, as defined herein.

FLOOD FRINGE: The portion of the floodplain outside of the floodway covered by floodwaters during the base flood.

FLOOD HAZARD DEVELOPMENT PERMIT BOARD: The Floodplain Administrator, the City Engineer and the Building Official.

FLOOD INSURANCE RATE MAP (FIRM): An official map of a community, issued by the FEMA, delineating the areas of special flood hazard and/or risk premium zones applicable to the community that is specifically defined as the “special flood hazard areas inundated by 100-year flood” on the current edition of the flood insurance rate map (FIRM), community map panel numbers 160022-0662, 160022-0664, 160022-0668, 160022-0856 and 160022-0857, or as modified by FEMA.

FLOOD INSURANCE STUDY (FIS): The report published by FEMA for a community along with the community’s FIRM. The FIS contains such background data such as the base flood discharges and water surface elevations that were used to prepare the FIRM.

FLOOD PROTECTION ELEVATION (FPE): As defined in Idaho Code section 46-1021(7), an elevation that shall correspond to the elevation of the one percent (1%) chance annual flood (base flood elevation or BFE), plus any increased flood elevation due to floodway encroachment, plus any required freeboard. The flood protection elevation for the city of Hailey is equal to BFE plus one foot (1’) of freeboard; the freeboard accounts for any flood elevation increases due to floodway encroachment as shown in the community’s flood insurance study.

FLOODPLAIN: The land that has been or may be covered by floodwaters, or is surrounded by floodwater and inaccessible, during the occurrence of the base flood that is specifically defined as the “special flood hazard areas inundated by 100-year flood” on the current edition of the flood insurance rate map (FIRM), or as modified by FEMA by an interpretation of on site elevations. The riverine floodplain includes the floodway and the flood fringe.

FLOODPLAIN ADMINISTRATOR: That individual designated by the administrator to administer [chapter 17.04](#), article J of this title.

FLOODWAY (REGULATORY FLOODWAY): The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height shown as the “floodway areas in zone AE” on the flood insurance rate map (FIRM).

FOOD SERVICE: ~~An establishment where food and drink are~~ business that prepares, or serves and consumed food and drink on or off site. With associated outdoor dining, or Food may also be distributed to customers through take out, delivery, or catering. Typical uses food services include, but are not limited to, restaurants, cafes, and delis, catering services and brewpubs that do not distribute beer produced for off site consumption. A food service business establishment may also serve alcoholic beverages.

FOOTPRINT: See definition of Building Footprint (Footprint).

FREEBOARD: A factor of safety usually expressed in feet above a flood level, the BFE, for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effects of urbanization in a watershed. The freeboard for the city of Hailey is equal to base flood elevation (BFE) plus one vertical foot.

FRONTAGE: The distance along the front lot line.

GABLE: Any triangular shaped, upper part of a building wall, usually under a pitched roof.

GALLERY: A space used for the display or sale of works of art. Galleries typically welcome the public.

GARAGE: A building or portion thereof in which a motor vehicle is or is intended to be stored, ~~repaired or kept.~~ Garages contain parking spaces.

GASOLINE STATION: Retail establishment selling gasoline, diesel, and similar fuel products.

GOVERNMENT AND PUBLIC ADMINISTRATION: Offices for federal, state, and local government agencies that administer, oversee and manage public programs and have executive, legislative or judicial authority over other institutions within a given area.

GREEN SPACE: Land dedicated or restricted as parks, pathways, connective greenways, recreational assets and/or open space.

GRID-CONNECTED SYSTEM: A photovoltaic solar energy system that is connected to an electric circuit served by an electric utility company.

GROSS FLOOR AREA: The gross area included within the surrounding exterior walls of a building or portion thereof, including all floor levels, exclusive of vent shafts, outdoor courts, attics or garages, or other enclosed automobile parking areas subject to the following restrictions:

- A. The basement of a single- or multiple-family dwelling is not included as floor area; and
- B. The basement of any other building is included as floor area.

GROUPED RETAIL TRADE: A combination of two (2) or more individual retail trades and/or wholesale trades (e.g., a shopping center).

HEALTH AND FITNESS FACILITY: A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons, including, but not limited to, gymnasiums, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

HEIGHT OF BUILDING: The greatest vertical distance measured from the lowest point of record grade or finish grade, whichever is lower, within any portion of the building footprint to the highest point of the roof surface thereof, exclusive of cupolas, chimneys up to ten feet (10') above the highest point of the roof surface, steeples, and spires.

HEIGHT OF FENCE OR SCREEN: The vertical distance measured from record grade to the top of the fence.

HILLSIDE: The land located within the hillside overlay district as shown on Hailey's official zoning map.

HISTORIC STRUCTURE: Any building or structure that was originally constructed, in whole or in part, prior to 1941, regardless whether the building or structure was constructed or relocated within the townsite overlay district, unless the Hailey historic preservation commission has recommended that the building or structure does not maintain the historic architectural qualities, historic associations or archaeological values of other historic structures within the townsite overlay district.

HIVE: A frame hive, including a Langstroth hive, which has removable frames.

HOME OCCUPATION: A business related activity conducted entirely within a dwelling which is incidental and secondary to the use of a dwelling as a residence and does not negatively impact the surrounding neighborhood. A daycare business located within a dwelling is not considered a home occupation for the purposes of city business licensing. Home occupations, where permitted, shall meet the following requirements:

- A. The home occupation shall not change the residential character of the dwelling or neighborhood.
- B. There shall be no exterior advertising.
- C. There shall be no sale or rental of stocks, supplies or products conducted on the premises.
- D. There shall be no exterior storage on the premises of material or equipment associated with the home occupation.
- E. There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property lines. There shall be no operation of power tools, whether indoors or outdoors.
- F. The home occupation shall not create the need for additional parking.
- G. The home occupation shall employ no unrelated person who is not a permanent resident of the dwelling.
- H. There shall be no significant increase in traffic in the vicinity of the dwelling as a result of the home occupation.
- I. Storage of explosive, combustible or hazardous materials shall conform to the regulations and restrictions of the IFC and IBC.

HONEYBEE: The common honeybee, *Apis mellifera* L., at any stage of maturity, but excluding the African honeybee, *Apis mellifera scutellata*. Honeybees include queens, workers and drones.

HOTEL: A building which is used for short term occupancy, offering sleeping accommodations to the public on a nightly basis and access to all sleeping rooms through an interior entrance, and which may provide food, entertainment, meeting facilities or various personal services.

HUMAN SCALE: Architectural and site design elements clearly oriented to human proportions, activity and perception.

HYBRID PRODUCTION FACILITY: A commercial operation or use, on one or more premises ~~within the same zoning district~~, where finished consumer goods are manufactured or produced and those same goods are offered for sale to the general public. Hybrid production facilities must be similar in size, scale and scope of operation with adjacent or nearby uses.

IBC: The international building code as adopted by state law and/or the city, and as may be subsequently amended.

IFC: The international fire code as adopted by state law and/or the city, and as may be subsequently amended.

IRC: The international residential code as adopted by state law and/or the city, and as may be subsequently amended.

INCOME CATEGORY: A grouping of household incomes based on a percentage of AMI.

Category	Percentage Of AMI
2	51 - 60
3	61 - 80
4	81 - 100
5	101 - 120
6	121 - 140

~~INDIVIDUAL RETAIL/WHOLESALE TRADE: Any business or businesses that involve, in whole or in part, individual retail and/or sales, allowed in the applicable zoning district that:~~

- ~~A. Share check stands or storage areas;~~
- ~~B. Share management; or~~
- ~~C. Are owned, leased, possessed or otherwise controlled, in any manner, directly or indirectly:~~
 - ~~1. By the same individual(s) or entity(ies), including, but not limited to, corporation(s), partnership(s), limited liability company(ies) or trust(s); or~~
 - ~~2. By different individuals or entities, including, but not limited to, corporations, partnerships, limited liability companies or trusts where: a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies); or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), and are located within one or more separate buildings or structures within eight hundred feet (800') of one another, regardless whether they are attached or detached.~~

INFILL: The placement of new buildings into established urban areas, which usually results in an increase in the existing building stock.

INVESTIGATION AND SECURITY SERVICES: Establishments engaged in providing services, including, but not limited to, locksmiths, alarm system companies and armored car services. Investigation and security services are considered a type of personal service.

KITCHEN: A room or area for storage, preparation and cooking of food.

LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) GREEN BUILDING RATING SYSTEM: The rating system adopted by the U.S. green building council as established in the applicable current edition of LEED for new construction, LEED for multiple buildings, LEED for existing buildings, LEED for commercial interiors, LEED for core and shell, LEED for schools, LEED for retail, LEED for healthcare, LEED for homes, and LEED for neighborhood development.

LETTER OF MAP CHANGE (LOMC): An official FEMA determination, by letter, to amend or revise effective flood insurance rate maps, flood boundary and floodway maps, and flood insurance studies. LOMCs are issued in the following categories:

Letter Of Map Amendment (LOMA): An official amendment, by letter, to an effective national flood insurance program (NFIP) map. An LOMA establishes a property's location in relation to the special flood hazard area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation.

Letter Of Map Revision (LOMR): FEMA's modification to an effective flood insurance rate map (FIRM), or flood boundary and floodway map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs), or the special flood hazard area (SFHA). The LOMR officially revises the flood insurance rate map (FIRM) or flood boundary and floodway map (FBFM), and sometimes the flood insurance study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM or FIS report.

Letter Of Map Revision Based On Fill (LOMR-F): FEMA's modification of the special flood hazard area (SFHA) shown on the flood insurance rate map (FIRM) based on the placement of fill outside the existing regulatory floodway. The LOMR-F does not change the FIRM or FIS report.

LIGHT MANUFACTURING: Enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products, from processed or previously manufactured materials. Light manufacturing is capable of operating in such a manner as to control the external effects of the manufacturing process, such as smoke, noise, dirt, vibration, odor, etc., by containing operations within building(s), and with exterior storage areas comprising less than twenty percent (20%) of the floor area of the building(s).

LOADING SPACE, OFF STREET: Space logically and conveniently located for pick ups and deliveries and accessible to such vehicles when required parking spaces are filled.

LOCAL HOUSING AUTHORITY: An independent public body corporate and politic created under the housing authorities and cooperation law, Idaho Code section 50-1901 et seq., including the Blaine County housing authority or other entity created by the city of Hailey, providing oversight, review and general assistance in the provision of community housing units to the city.

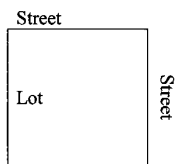
LODGING ESTABLISHMENTS: Hotels, motels, bed and breakfast inns, and boarding and rooming houses.

LOT: Plot, parcel or tract of land with fixed boundaries of sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required. Such lot may consist of:

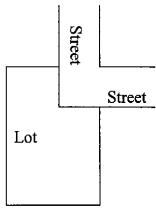
- A. A single lot of record;
- B. A combination of complete lots of record or portions of lots of record.

LOT, CORNER: A lot located at the intersection of two (2) or more streets.

- A. Lot, normal corner: See diagram.



- B. Lot, reverse corner: See diagram.



LOT COVERAGE: The percent of the total lot area included within the footprint of all buildings.

LOT LINE, FRONT: The property line dividing a lot from a street. On a corner lot, only one street line shall be considered the front lot line and the main or front entrance to the principal building on the lot shall face such lot line. For buildings located on a corner with more than one business within the building, the front lot line is the side where the businesses' street address is listed.

LOT LINE, REAR: The lot line opposite or most directly opposite the front lot line.

LOT LINE, SIDE: Any lot line other than the front or rear lot lines.

LOT OF RECORD: A lot which is part of a subdivision or within the Hailey townsite recorded in the office of the county recorder or a lot described by metes and bounds, the description of which has been so recorded before the adoption of the subdivision ordinance.

LOT SIZE: The area of land within the fixed boundaries of a "lot", as defined in this section, excluding any portion of the lot lying between mean high water marks.

LOT WIDTH: The distance parallel to the front lot line, measured between side lot lines through that part of the building envelope or buildable area of the lot where the lot is narrowest.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement) used for living purposes, which includes working, storage, cooking and eating, or recreation, or any combination thereof. This includes any floor that could be converted to such a use including a basement or crawl space. An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access or storage, in an area other than a basement, is not considered a structure's lowest floor. The lowest floor is a determinate for the flood insurance premium for a building, home or business.

MANUFACTURED HOME: A structure, constructed according to HUD/FHA home construction and safety standards, transportable in one or more sections, which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. Manufactured homes, where permitted, shall meet the following minimum requirements:

A. The manufactured home shall be multisectional and shall enclose a space, exclusive of garage or accessory space, of not less than eight hundred sixty four (864) square feet.

B. The manufactured home shall be placed on a foundation that meets all city requirements under the IBC and IRC. The foundation shall be backfilled so that the manufactured home is no more than twelve inches (12") above finished grade. The individual installing the manufactured home shall remove the wheels and trailer tongue from the home immediately upon installation.

C. The manufactured home shall have a minimum roof pitch of three to twelve (3:12).

D. The manufactured home shall have exterior roofing and siding which is similar in material, texture and color to material commonly used throughout the neighborhood or subdivision in which the manufactured home is to be located.

MARKET RATE UNIT: A dwelling unit in a residential or mixed use development that is not a community housing unit.

MASS: The combination of the three (3) dimensions of length, height and depth which give a building its overall shape.

MASTER PLAN: A strategic plan~~The Hailey parks, lands and trails master plan~~, adopted by a City resolution or ordinance, and as may be subsequently amended.

MAYOR: The duly elected or appointed mayor of the city of Hailey.

MEAN HIGH WATER MARK: The mark on all watercourses, where the presence and action of waters is so common and continued in all ordinary years as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation and destroy its value for agricultural purposes. In areas where riprap bank stabilization has occurred, the measurement shall begin on the landward side of such stabilization work.

MEDICAL SERVICE: A service provided by a healthcare professional or organization, to treat and prevent any illness or condition associated with the human body; such as psychotherapy, chiropractic therapy, acupuncture, in-patient or out-patient surgery, dentistry, nutrition counseling, dermatology, obstetrics, gynecology, and midwifery.

MIXED USE BUILDING: A building that has more than one use, usually residential units in combination with retail, office, institutional or industrial use within the same structure.

MOTEL: A building or group of buildings which are used for short term occupancy, offering sleeping accommodations to the public on a nightly basis, which may provide food and entertainment totally within the principal building of the motel.

MULTIPLE-FAMILY DWELLING: A building containing two (2) or more dwelling units.

MUNICIPAL CODE: The Hailey municipal code, as may be amended.

MUNICIPAL USES: Use for a public purpose by the city only.

MURAL: A painting created directly on a wall or painted directly on a panel(s), or other material and permanently or temporarily applied to a wall.

NAICS: The most recent edition of the North American industrial classification system published by the United States department of commerce.

NONCONFORMING BUILDING OR STRUCTURE: A building or structure not conforming to the provisions of this title, but which was lawfully existing or for which a valid building permit existed at the time of adoption of this title.

NONCONFORMING LOT: A lot or parcel of land not conforming to the provisions of this title, but which was lawfully existing at the time of adoption of this title.

NONCONFORMING USE: A use not conforming to the provisions of this title, but which was lawfully existing at the time of adoption of this title.

OFFICE: A room or part of a building in which people conducting business and service operations, generally at desks with computers and phones. Offices, as a secondary use may be paired with medical services, personal services, skilled construction and industrial trades, and more.

OUTPATIENT ANIMAL SERVICES: An outpatient facility dedicated to the veterinary examination, care, and treatment, or the and grooming, of domestic animals or pets, excluding livestock, within an outpatient facility. Outpatient animal services shall, as a minimum, meet the following requirements:

- A. Outpatient animal services shall not have or make any provision for boarding any animal.
- B. Any animal brought to the service location shall stay under the direct control and supervision of the animal's owner or owner's representative.
- C. Any and all animals brought to the service location shall be leashed or caged at all times, except when under the direct control of the person or persons giving service.
- D. In a multi-unit building, outpatient animal ~~Each veterinary~~ services shall create and exclusively use an entrance, ~~to the service~~ apart from ~~any other~~ the entrances to ~~any other associated~~ adjacent uses and units.

OWNER: Any individual, firm, association, syndicate, corporation, trust, partnership, limited liability company or any other legal entity having an ownership or contractual interest in the land subject to the proceedings under this title.

PARCEL DELIVERY TERMINAL: Terminal or transfer point for the delivery of shipping container parcels or other consumer goods, which may include processing nodes for freight, supply chain and freight operations. Such facilities may include limited retail services.

PARK: A parcel of land dedicated to the city or privately owned and clearly accessible to the public free of charge for nonexclusive recreation and/or cultural use. A park is maintained for the primary purposes of diverse recreational and social opportunities. A park may include one of the following:

Minipark: A parcel of land, between one-fourth ($1/4$) acre and one acre in size, that is privately owned and maintained, unless otherwise allowed by the council, but that is used for nonexclusive public recreation and/or cultural purposes.

Neighborhood Park: A parcel of land generally one or more acres in size dedicated to the city for nonexclusive public recreation and/or cultural use.

Park/Cultural Space: A parcel of land less than one-fourth ($1/4$) acre in size and located in the business (B), limited business (LB) and transitional (TN) zoning districts, that is privately owned and maintained but that is used for nonexclusive public recreation and/or cultural purposes. A park/cultural space may include courtyards, plazas, gardens, expanded sidewalks and covered areas, provided access to the park/cultural space is available from a public street or property and is normally open to the exterior (e.g., not enclosed in a building).

PARKING SPACE: Space used for the temporary, transient storage of vehicles used for personal transportation. Parking shall not include storage for any other purpose other than specified above.

PEDESTRIAN ORIENTED: An environment designed to make movement by pedestrians convenient, attractive and comfortable for various ages and abilities; considerations include separation of pedestrian and auto circulation, street furniture, clear directional and informational signage, safety, visibility, shade, lighting, surface materials, trees, sidewalk width, intersection treatment, curb cuts, ramps and landscaping.

PERFORMING ARTS CENTER: A facility housing the elements needed to support a performing arts organization. Such facility may have functions associated either with an on-site or off-site live performance theater, but not including performing arts space within schools.

PERGOLA: A structure consisting of parallel columns supporting an open roof of girders and cross rafters.

PERI-URBAN AGRICULTURE: Local (i.e., designed for consumption primarily within the local and/or regional community) food systems, production, and management, including, but not limited to, the following:

Greenhouses.

Growing: agricultural including orchards and facilities for small livestock that weigh less than 150 lbs. grow facilities.

Local food system support organizations.

Processing: limited to plant products (allowed with CUP only).

PERI-URBAN RETREAT CENTER: A type of community center; a facility with a maximum of twenty-five (25) sleeping rooms which are not intended for use by the general traveling public and which are operated for the purpose of providing a rural setting in which temporary lodging, food service, conference, meeting and/or event facilities are included, with or without compensation.

PERSONAL SERVICE: Any enterprise conducted for pecuniary gain which primarily offers services to the general public, such as, but not limited to, shoe repair, watch repair, barbershops, beauty parlors, self-service laundromats, and similar activities.

PERSONAL WIRELESS SERVICE FACILITY (PWSF): Facility for the provision of personal wireless services, as defined by section 704 of the Telecommunications Act of 1996, as may be subsequently amended. A PWSF is any unstaffed facility for the transmission and/or reception of personal wireless services, usually consisting of an antenna array, transmission cables, equipment shelter and a mount.

PET BOARDING: A facility where personal pets are cared for overnight or longer, away from home. Pets are considered to be domestic small animals. Pet boarding facilities are separate from outpatient animal services.

PLANNED UNIT DEVELOPMENT: A project controlled by one owner, person, partnership or corporation, and characterized by a unified site design, involving varying the normal zoning requirements and restrictions so that the maximum long-range benefit can be gained and the unique features of the site preserved and enhanced.

PLANNING STAFF: The individuals employed or hired by the City to conduct the planning functions of the City.

PRINCIPAL BUILDING: A building containing the principal use upon a lot.

PRINCIPAL USE: The primary use to which the premises is devoted, and the primary purpose for which the premises exists.

~~PROFESSIONAL OFFICE: An office for the conduct of the following types of uses: accountant, architect, attorney, chiropractor, optometrist, engineer, surveyor, drafting service, designer, dentist, physician, surgeon and other similar services.~~

PUBLIC OR SEMIPUBLIC PROJECT: A structure or development that, after completion, would be devoted to public or semipublic uses, including churches and schools.

PUBLIC SERVICE FACILITY: A public facility established for the protection and welfare of the surrounding neighborhood, including, but not limited to, a police station, fire station or ambulance center.

~~Use for a~~ PUBLIC USE: An activity intended for the benefit of the general public purpose and managed by a public entity, such as the City, school district, County, State, or any other public agency or a public utility.

PUBLIC UTILITY FACILITY: A structure or facility, including towers used by a public utility. Such towers may not exceed forty eight feet (48') in height. Public utilities include, but are not limited to, gas, electric or telephone companies. Facilities for wireless communications are not included, and are specifically regulated by [chapter 17.08](#), article B of this title.

RV: A motor home, travel trailer, truck camper or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy. It does not include pickup hoods, shells or canopies designed, created or modified for occupational usage. Converted school buses or van type vehicles are defined as RVs.

RECORD GRADE: The natural grade existing prior to any site preparation, grading or filling, unless a new record grade is approved at the time of subdivision approval and noted on the filed preliminary or final plat.

RECREATION FACILITY, COMMERCIAL: A recreation facility operated as a business and open to the general public for a fee. Typically uses include, but are not limited to, arcades, sport facilities, swimming pools, laser tag and paintball courses, billiards, skating rinks, driving ranges, miniature golf, water courses and motorized car tracks.

RECREATION FACILITY, INDOOR: An enclosed space that provides space and equipment for people to engage in activities for leisure. Recreational activities may boost people's health, fitness, or enjoyment. A health and fitness facility is a type of recreation facility.

RECREATION FACILITY, PUBLIC: A publicly owned and operated recreation facility.

RECREATION FACILITY, OUTDOOR: An open space with features that cater to specific outdoor activities, including but not limited to Nordic skiing, frisbee disc golf, soccer, walking, or children's play. Parks and open spaces may include outdoor recreation facilities.

RECREATION FACILITY, RESIDENTIAL: A recreation facility for use solely by the residents and guests of a particular residential development, planned unit development, or residential neighborhood, including outdoor and indoor facilities. These facilities are usually proposed or planned in association with development and located within or adjacent to such development.

RESEARCH AND DEVELOPMENT: Specialized nonpolluting activities with emphasis on investigation, experimentation, testing, engineering, inventing and conceptually designing prototypes and new technologies or associated light manufacturing. These technologies may include electronics, computer and data systems, medical and precision instruments, machine components, communication systems and equipment, and other technological instruments, equipment, and systems.

RESIDENTIAL CARE FACILITY: A dwelling designed for the habitation of elderly or ~~invalid-disabled~~ individuals, or individuals with intellectual and developmental disabilities, who may or may not require some level of living assistance. This may include, but is not limited to, a nursing home, assisted living center/home, retirement home, convalescent care, geriatrics care, memory care, hospice, rest home or a group home.

RETAIL TRADE: The sale of goods to individual consumers, ~~usually~~ in small quantities and not to be placed in inventory for resale. Examples include grocery stores, clothing boutiques, and hardware stores.

RIPARIAN SETBACK: The distance measured at right angles from the mean high-water mark of a waterway, between the mean high water mark and an imaginary line parallel to the mean high water mark, defining an area between such lines within which no building or other applicable structure may be placed, and whereby any existing vegetation shall remain undisturbed.

RIVER RESTORATION PROJECT: A project that is primarily designed to improve or restore fish and wildlife habitat within the floodplain, including associated stream bank restoration and stabilization.

SCHOOLS: An institution providing academic instruction, such as: ~~and shall include~~

A. Primary schools, including kindergarten, elementary, junior high, and middle schools;

B. Secondary schools, including high schools; and

C. Post-secondary or tertiary schools, including. ~~For the purpose of this definition, schools do not include postsecondary schools, such as universities, colleges and vocational or trade schools.~~

SEMIPUBLIC USE: The use of land by a private or nonprofit organization to provide a public service, such as P-private colleges, hospitals, safe houses, and learning centers, and other facilities of an educational, charitable or philanthropic nonprofit nature.

SETBACK: The distance, measured at right angles to a given lot line, between the lot line and an imaginary line parallel to the lot line, defining an area between such lines within which no building or other applicable structure may be placed. Applicable structures are all structures requiring a building permit, except fences and decks less than thirty inches (30") from adjacent grade.

SHORT TERM OCCUPANCY: The rental of any unit or structure, or portion thereof, for a period of not more than thirty (30) days.

SIDEWALK: A pathway for nonmotorized vehicles, normally designated for pedestrians and which is usually separated from streets by curb and/or landscaping.

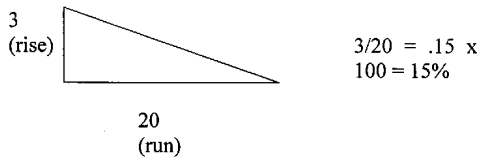
SINGLE-FAMILY DWELLING: A detached building, which may include attached or detached carports and garages, containing living facilities, including provisions for sleeping, eating, cooking and sanitation for not more than one family.

SKYLINE/SKYLINING: An outline of a structure against the background of the sky.

SKILLED CONSTRUCTION TRADE: A professional service pertaining to the installation, maintenance, and/or repair of materials and equipment for buildings. Examples include electrical work, plumbing, masonry, carpentry, and heating and air conditioning technology.

SKILLED INDUSTRIAL TRADE: A professional service pertaining to the fabrication, installation, maintenance, and/or repair of hard goods. Examples of skilled trades include welding and machinists.

SLOPE: An inclined ground surface, the inclination of which is expressed as a ratio of vertical distance to horizontal distance. Percent slope is calculated by multiplying this ratio (rise/run) by one hundred (100). See diagram.



SMALL-RESIDENTIAL UNIT: A self-contained living space with one or more rooms designed to accommodate a sitting space, bathroom and kitchenette.

SMALL SCALE WIND ENERGY SYSTEM (WES): An electric generator(s) having rated capacities of two kilowatts (2 kW) and less, that utilize wind energy to produce clean, emissions free power.

SOCIAL SERVICE: A service that promotes wellness and assists people to cope with or overcome challenges in everyday lives, such as job training and food assistance. Social services are distinct from medical services and personal services.

SOLAR ACCESS: An unobstructed exposure to sunlight and solar radiation upon land or a building.

SOLAR ENERGY SYSTEM: Any device or structural design feature used for the collection, storage, and/or distribution of solar energy for space heating, space cooling, lighting, electric generation, or water heating.

SOLAR ENERGY SYSTEM, GROUND-MOUNTED: A solar energy system that is structurally mounted to the ground and is not roof-mounted.

SOLAR ENERGY SYSTEM, LARGE-SCALE: A solar energy system that occupies more than forty thousand (40,000) square feet of surface area.

SOLAR ENERGY SYSTEM, MEDIUM-SCALE: A solar energy system that occupies more than one thousand seven hundred fifty (1,750) but less than forty thousand (40,000) square feet of surface area.

SOLAR ENERGY SYSTEM, ROOF-MOUNTED: A solar energy system that is structurally mounted to the roof of a building or structure.

SOLAR ENERGY SYSTEM, SMALL-SCALE: A solar energy system that occupies one thousand seven hundred fifty (1,750) square feet of surface area or less.

SOLAR PANELS: A component of a solar energy system; a group of connected solar cells, used to convert light from the sun into usable energy. ~~that can be used.~~

SOLAR PHOTOVOLTAIC SYSTEM: A solar energy system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring.

STORY: That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

STORY ABOVE GRADE: Any story having its finished floor surface entirely above record grade, or as more particularly described in the IBC and IRC.

STREAM ALTERATION: To obstruct, diminish, destroy, alter, modify, relocate or change the existing shape of the natural channel within or below the mean high water mark, including the removal of material or structures in the stream channel.

STREET: A strip of land which provides access to abutting property.

STREET, PRIVATE: A street which provides public and emergency vehicular and public pedestrian access, but is not accepted for a dedication or maintenance by the City and will be owned and maintained by a private entity, owners' association or person(s).

STREET, PUBLIC: Land, property or interest therein, usually in a strip, acquired for or devoted to public vehicular and public pedestrian access.

STRUCTURE: Anything constructed or erected, the use of which requires location on the ground or attachment to something having a fixed location on the ground.

STUDIO, ARTIST: Workspace within an enclosed structure for artists and artisans, including individuals practicing one of the fine arts or performing arts, or skilled in an applied art or craft. Also includes recording studios. Incidental retail sales of items produced on the premises is allowed.

SUBDIVISION ORDINANCE: Title 16 of this Code, and as may be subsequently amended.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT: Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: a) any project for improvement of a structure to correct existing violations of State or local Health, Sanitary or Safety Code specifications which have been identified by the local Code enforcement official and which are the minimum necessary to assure safe living conditions; or b) any alteration of a "historic structure"; provided, that the alteration will not preclude the structure's continued designation as a "historic structure".

TINY HOME ON WHEELS (THOW): an accessory structure with a footprint between 100 and 400 square feet in size that provides seasonal or year-round independent living facilities, including provisions for living, sleeping, eating, cooking, and sanitation, and has been certified to meet the required building standards.

TEMPORARY STRUCTURE: Any building, modular unit or other structure that is intended for any use for a period of not more than one year, excluding construction trailers or other structures erected solely in conjunction with a construction project.

TOWNHOUSE DEVELOPMENT: A multi-family residential project of two (2) or more townhouse dwelling units, where permitted under this title, which may be constructed as either or both of the following:

A. Building(s) containing two (2) or more townhouse units erected generally in a row, with each unit being separated from the adjoining unit or units by a party wall or walls, subject to Building and Fire Code requirements and all other

applicable codes and ordinances, and with party walls extending from the basement floor to the roof along the dividing townhouse subplot line. Each unit has its own access to the outside, and no unit is located over another unit in part or in whole.

B. Cottages, which are buildings containing single townhouse dwelling units on individual townhouse sublots, provided the separation between units and/or buildings complies with applicable Building and Fire Code requirements and all other applicable codes and ordinances.

TOWNHOUSE SUBLOT: The lot resulting from platting a residential townhouse development. Townhouse sublots shall have a minimum area equal to that of the perimeter of each individual townhouse unit, and an additional area three feet (3') in width adjacent to any opening, measured at the foundation. Said sublots shall not be buildable for structures other than a "townhouse unit", as defined in this section. Platting of sublots shall follow the procedures set forth in the subdivision ordinance and other applicable codes in effect. All other detached and/or accessory buildings shall be contained within the perimeter of the townhouse subplot, except as otherwise permitted herein.

TOWNHOUSE UNIT: A dwelling including a minimum of one bathroom and a single kitchen, designed for or occupied as a unit by one family for living and cooking purposes, located in a townhouse development on a platted townhouse subplot.

TREE GUIDE: The City of Hailey Tree Selection and Planting Guide, as adopted by the City, and as may be subsequently amended.

TRELLIS: A light construction of latticework no more than eight feet (8') in height. The latticework shall be of open design.

URBAN AGRICULTURE: The production of vegetables, fruits, honey and eggs by residents for personal consumption and may include production by members of a neighborhood or by a nonprofit organization on one or more vacant lots for personal consumption.

USE: The purpose for which land or a building thereon is designed, arranged, intended or for which it is or may be occupied or maintained.

WHOLESALE: The sale of goods to retailers or jobbers, rather than the sale of goods to individual consumers, usually in large quantities to be placed in inventory for resale to the individual consumer.

WIRELESS COMMUNICATION FACILITY (WCF): The structures, equipment, apparatus, or technology necessary for providing personal wireless services and information services. ~~Those facilities that are nonpersonal wireless service facilities (PWSFs), by definition of the Telecommunications Act of 1996, as amended, but that are also WCFs are~~ subject to [chapter 17.08](#), article B of this title ~~due to their height above ground level~~. Any antenna, including mount and/or equipment support structure over thirty five feet (35') AGL that is not a PWSF shall be considered a WCF and regulated by [chapter 17.08](#), article B of this title.

YARD: That portion of the open area on a lot from a given lot line for a depth or width specified by the setback regulations for the district in which the lot is located. (Ord. 1306, 2022; Ord. 1245, 2019; Ord. 1231, 2018; Ord. 1221, 2017; Ord. 1220, 2017; Ord. 1208, 2016; Ord. 1207, 2016; Ord. 1191, 2015; Ord. _____, 2023)

Section 2. Title 17 Zoning Regulations, Chapter 17.05 Official Zoning Map and District Use Matrix, Section 17.05.040 District Use Matrix is hereby modified by the removal of the stricken language and the addition of the underlined language, as follows:

17.05.040: DISTRICT USE MATRIX:

The residential, public and semi-public, commercial, and accessory ~~permitted, conditional and accessory~~ uses, ~~and as well as~~ the bulk requirements for the zoning districts established in chapter 17.04 of this title are designated in the district use matrix set forth herein. A "P" indicates that a use is permitted in the respective zoning district. Permitted uses must conform to the applicable requirements of this title. A "C" indicates that a use is allowed as a conditional use in the respective zoning district. Conditional uses are subject to review and approval under the provisions of chapter 17.11 of this title. ~~An "A" indicates an accessory use is allowed. An accessory use shall not commence and no accessory structure shall be constructed without a primary use first being lawfully established on the subject site.~~ An "N" indicates that a use is not allowed in the respective zoning district, except where state or federal law otherwise preempts local land use regulation.

Category	Description (Excerpt)	Zones And Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI- SO	SCI-I
Residential:														
	Dwelling units within mixed use buildings	N	N	N	N	P	P	N	P ¹⁸	N	N	N	P	P
	Manufactured home	N	P	P	P	N	P	P	N	N	N	N	N	N
	Multi-family dwellings	N	N	N	P	N	P	C	P ¹⁸	N	N	N	N	N
	Single family dwellings	N	P	P	P	N	P	P	N	N	N	N	N	N
Public or semipublic:														
	Churches	N	P	P	P	C	P	P	C	N	N	N	N	N
	Colleges, vocational and technical trade schools	N	N	N	N	N	N	N	P	N	P	N	P	N
	Government offices and public administration, except correctional institutions	N	N	N	N	N	P	N	P	N	N	N	N	N
	Healthcare and social assistance	N	N	N	N	N	P	N	P	N	N	N	N	N
	Municipal uses limited to water storage and well facilities	C	N	N	N	N	N	N	N	N	N	N	N	N
	Nonmotorized recreational pathways	P	P	P	P	P	P	P	P	P	P	P	P	P
	Parks	P	P	P	P	P	P	P	P	P	P	P	P	P
	Public recreational or cultural areas	C	N	N	N	N	N	N	N	N	N	N	N	N
	Public service, public use and public utility facilities	N	C	C	C	N	C	C	C	P	P	N	C	C
	Schools (refer to section 17.11.040.03 of this title for specific criteria when reviewing schools)	N	N	N	C	N	C	N	C	N	N	N	C	N
	Semipublic uses	N	N	N	C	C	P	C	P	N	N	N	N	N
Telecommunications:														
	PWSFs and WCFs, mounted on any proposed freestanding tower, upon the issuance of wireless permit in accordance with the provision of chapter 17.08, article B of this title (lattice towers are													

Category	Description (Excerpt)	Zones And Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-H
	prohibited)	N	N	N	N	N	C	N	C	C	C	C	C	C
	PWSFs or WCFs, attached to street poles or mounted on existing buildings or structures, upon the issuance of a wireless permit in accordance with the provisions of chapter 17.08, article B of this title (freestanding and lattice towers are prohibited)	C	C	C	C	C	P	C	P	P	P	P, A	P, A	P, A
Commercial:														
	Administrative and support services	N	N	N	N	N	N	N	P	N	N	N	N	N
	Airport	N	N	N	N	N	N	N	N	N	N	P	N	N
	Artist studios, which have no associated gallery	N	N	N	N	N	N	N	N	N	N	N	P	P
	Auto dealerships	N	N	N	N	N	N	N	C	P	N	N	N	N
	Automobile rental companies	N	N	N	N	N	N	N	N	N	N	P	N	N
	Automobile towing	N	N	N	N	N	N	N	N	N	N	N	N	P
	Bars	N	N	N	N	N	C	N	P	N	N	P ¹⁴	C ¹³	C ¹⁵
	Bed and breakfast inn	N	N	N	C	N	P	C	P	N	N	N	N	N
	Boarding and rooming houses	N	N	N	C	N	P	N	P	N	N	N	N	N
	Broadcasting firms, media offices, and related uses	N	N	N	N	N	N	N	P	N	N	N	N	N
	Business parks	N	N	N	N	N	N	N	N	N	N	C	N	N
	Cable television firms	N	N	N	N	N	N	N	N	N	P	N	N	N
	Car rental companies	N	N	N	N	N	N	N	N	P	N	N	N	N
	Catering services	N	N	N	N	C	P	N	P	P	P	N	N	N
	Commercial brewery, bakery, or food catering where no retail sales are conducted	N	N	N	N	N	N	N	N	N	N	N	P	P
	Community event center	N	N	N	C ¹⁷	C ¹⁷	N	N	N	N	N	N	N	N
	Computer software development, manufacture and service firms	N	N	N	N	N	N	N	N	N	N	N	P	N

Category	Description (Excerpt)	Zones And Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-H
	Construction and building material sales (except hardware stores)	N	N	N	N	N	N	N	N	P	N	N	N	N
	Construction contractors	N	N	N	N	N	N	N	N	P	N	N	N	N
	Construction equipment and materials rental, storage, sales and service, excluding hardware stores	N	N	N	N	N	N	N	N	N	N	N	N	P
	Construction equipment rental, storage, sales and service	N	N	N	N	N	N	N	N	N	N	N	P	N
	Construction trade contractors, excluding excavation and landscaping companies	N	N	N	N	N	N	N	N	N	N	N	P	P
	Construction trade contractors, including excavation companies	N	N	N	N	N	N	N	N	N	N	N	N	P
	Construction trade contractors' offices with no exterior storage	N	N	N	N	N	C	N	N	N	P	N	P	P
	Control tower (air traffic)	N	N	N	N	N	N	N	N	N	N	P	N	N
	Convenience stores	N	N	N	N	C ¹⁷	C	N	N	N	N	N	N	N
	Convenience stores, in conjunction with gasoline stations that have no more than 1,800 square feet of gross floor area. Drive-through service windows are not allowed	N	N	N	N	N	N	N	N	N	N	N	N	C
	Daycare centers (13+ children)	N	N	N	C	P	P	C	P	N	N	N	C	N
	Daycare centers provided no more than 18 children will be cared for at any one time	N	N	N	C	P	P	C	P	N	N	N	C	N
	Daycare facilities (up to 12 children)	N	C	C	P	P	P	P	P	N	N	N	C	N
	Daycare homes (6 or less children)	N	P	P	P	P	P	P	P	N	N	N	C	N
	Employee housing for golf courses or recreational facilities	C	N	N	N	N	N	N	N	N	N	N	N	N
	Fabrication and repair of building materials and components, including log homes	N	N	N	N	N	N	N	N	N	N	N	N	P
	Farm supply and equestrian tack and feed stores	N	N	N	N	N	N	N	N	N	N	N	N	P

Category	Description (Excerpt)	Zones And Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI- SO	SCI-I
	Fencing supplies and installation	N	N	N	N	N	N	N	N	N	N	N	N	P
	Finance and insurance firms	N	N	N	N	N	C	N	P	N	N	N	N	N
	Firewood production and storage	N	N	N	N	N	N	N	N	N	N	N	N	P
	Flight schools, provided regularly scheduled commercial passenger aircraft services are operated at the airport	N	N	N	N	N	N	N	N	N	N	P	N	N
	Floor covering stores	N	N	N	N	N	N	N	N	P	N	N	N	N
	Food service	N	N	N	N	C ¹⁷	C	N	P	N	N	P ¹⁴	C ¹³	C ^{13,15}
	Gasoline stations	N	N	N	N	N	N	N	P	P	N	N	N	N
	Gasoline stations and automotive repair and maintenance	N	N	N	N	N	C	N	N	N	N	N	N	C
	Gasoline stations, including card lock stations	N	N	N	N	N	N	N	N	N	N	N	N	C
	Gift shops within terminal	N	N	N	N	N	N	N	N	N	N	P	N	N
	Golf course, public	P	N	N	N	N	N	N	N	N	N	N	N	N
	Guides and outfitters with no more than 20% of the floor area dedicated to retail sales	N	N	N	N	N	N	N	N	N	N	P	N	N
	Health and fitness facility	N	N	N	N	N	P	C	P	P	C	N	C	C
	Helicopter areas, provided regularly scheduled commercial passenger aircraft services are operated at the airport	N	N	N	N	N	N	N	N	N	N	P	N	N
	Home occupations	N	P	P	P	P	P	P	P	N	N	N	N	N
	Hotels or motels	N	N	N	N	N	P	N	P	N	N	C	C	N
	Hybrid production facilities	N	N	N	N	N	N	N	C	N	N	N	P	N
	Industrial laundry/dry cleaning service and distribution establishments	N	N	N	N	N	N	N	N	P	N	N	N	P
	Interior decorating and design that have no more than 20% of the gross floor area dedicated to on site retail sales	N	N	N	N	N	N	N	N	N	N	N	P	N
	Investigation and security services	N	N	N	N	N	N	N	N	N	P	N	P	N
	Landscape design and installation firms,													

Category	Description (Excerpt)	Zones And Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI- SO	SCI-I
	and landscape nurseries	N	N	N	N	N	N	N	P	N	N	N	P	
	Landscape design, installation and maintenance firms	N	N	N	N	N	N	N	P	N	N	N	N	
	Laundromat, dry cleaning, and laundry	N	N	N	N	C	N	N	P	N	N	N	C	
	Light manufacturing	N	N	N	N	N	N	N	P	P	N	N	P	
	Medical and personal care stores	N	N	N	N	N	C	N	N	N	N	N	N	
	Mercantile (wholesale and retail)	N	N	N	N	C ¹⁷	N	N	P	N	N	N	N	
	Mixed use buildings	N	N	N	N	N	P	P	P	N	N	N	P	
	Motor vehicles and parts dealers, service, rental and leasing	N	N	N	N	N	N	N	N	P	N	N	P	
	Nurseries, greenhouse and floriculture production and sales	N	N	N	N	N	N	N	P	N	N	N	N	
	Outpatient animal services	N	N	N	N	N	N	C	N	N	N	N	N	
	Parcel delivery terminal	N	N	N	N	N	N	C	C	C	N	N	P	
	Parking facilities and structures	N	N	N	N	N	N	C	N	N	P	N	P	
	Performing arts center	N	N	N	N	N	P	N	P	P	N	N	N	
	Peri-urban retreat center	N	N	N	C ¹⁷	C ¹⁷	N	N	N	N	N	N	N	
	Personal services where retail sales are clearly incidental to the principal use and no outside storage yard or facility is required	N	N	N	N	C ¹⁷	P	C	P	N	N	N	C	
	Photography studios and photo processing	N	N	N	N	N	N	N	N	P	P	N	P	
	Printing and publishing firms	N	N	N	N	N	N	N	N	P	P	N	P	
	Processing and sales of firewood	N	N	N	N	N	N	N	N	P	N	N	N	
	Professional and general offices	N	N	N	N	C ¹⁷	P	P	P	P	P	N	P	
	Radio and television recording studios and stations	N	N	N	N	N	N	N	N	N	P	N	P	
	Real estate and property management companies	N	N	N	N	N	P	N	P	N	N	N	N	
	Recording studios (audio or video) and broadcasting studios	N	N	N	N	N	N	N	N	P	N	N	N	
	Recreation facility, commercial, indoor	N	N	N	N	N	P	N	P	N	N	N	N	

Category	Description (Excerpt)	Zones And Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-H
	Recreation facility, commercial, outdoor	N	N	N	N	N	C	N	C	N	N	N	N	N
	Recreation facility, public	P	P	P	P	P	P	P	P	P	P	P	P	P
	Recreation facility, residential	P	P	P	P	P	P	P	P	N	N	N	P	P
	Research and development facilities	N	N	N	N	N	N	N	N	P	P	N	P	N
	Residential care facility	N	P	P	P	P	P	P	P	N	N	N	N	N
	Retail trade limited to the following: floor covering and window treatment, household appliances, woodstoves/fireplaces, spa/hot tub, building material and garden equipment and supplies (excluding hardware stores), farm and equestrian, and nonstore retail (mail order and vending machines)	N	N	N	N	N	N	N	N	N	N	N	P	N
	Sales, rental, and servicing of trailers, mobile homes, farm implements and heavy equipment	N	N	N	N	N	N	N	N	P	N	N	N	N
	Services to buildings (janitorial/maintenance) and property management companies	N	N	N	N	N	N	N	N	N	P	N	P	P
	Sign studios and manufacturers	N	N	N	N	N	N	N	N	N	N	N	N	P
	Snow removal contractors	N	N	N	N	N	N	N	N	N	N	N	N	P
	Structures and/or buildings integral to a golf course such as clubhouses, maintenance, buildings, and restrooms	C	N	N	N	N	N	N	N	N	N	N	N	N
	Studio, artist	N	N	N	N	N	P	N	N	P	N	N	C	C
	Truck transportation, bus, taxi and limousine services, and couriers	N	N	N	N	N	N	N	N	P	N	N	N	P
	Veterinarians, pet grooming, and training with no outdoor kenneling	N	N	N	N	N	N	N	C	C	P	N	C	P
	Warehouse and storage facilities	N	N	N	N	N	N	N	N	P	N	N	N	N
	Warehouse and storage facilities, including self storage facilities and exterior storage facilities	N	N	N	N	N	N	N	N	N	N	N	N	P

Category	Description (Excerpt)	Zones And Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI- SO	SCI-I
	Wholesale distributors	N	N	N	N	N	C	N	N	N	P	N	N	N
	Wholesale distributors or wholesale distributors with incidental and subordinate retail sales	N	N	N	N	N	C	N	N	N	N	N	N	N
	Wholesale trade	N	N	N	N	N	N	N	N	P	N	P	P	P
Agricultural uses:														
	Horses, a maximum of 2 horses per acre on lots of 1 acre minimum size	N	C	C	C	N	N	N	N	N	N	N	N	N
	Urban agriculture (chickens only)	N	P	P	P	N	A	N	A	N	N	A	N	
	Urban agriculture (other than chickens)	P	P	P	P	P	P	P	P	P	P	P	P	P
Accessory uses:														
Aboveground fuel tanks	Aboveground flammable and combustible liquid tanks utilized by a public use	N	C	C	C	N	C	C	A	A	C	A	A	A
	Aboveground fuel tank for private or commercial use	N	N	N	N	N	P	N	P	P	N	P	P	P
Accessory dwelling unit (ADU) and Tiny Homes on Wheels (THOW)	1 accessory dwelling unit or 1 tiny home on wheels, accessory to a single family dwelling unit or to a nonresidential principal building. Primary vehicular access to any ADU or THOW shall be from a City Street or alley. All accessory dwelling units and tiny homes on wheels shall have adequate water and sewer services installed to meet City standards	N	A ²³	A ²³	A ²³	A ²³	A ²³	A ²³	A ²³	N	N	N	A ²³	A ²³
	Freestanding solar panels, subject to the maximum building height for the applicable district	N	C	C	C	C	C	C	C	C	C	C	C	C

Category	Description (Excerpt)	Zones And Subdistricts													
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-H	
Alternative energy systems	Roof mounted and freestanding small scale wind energy system	N	N	N	N	N	N	N	N	C	C	N	C	C	C
	Roof mounted solar panels, subject to the maximum building height for the applicable district	N	A	A	A	A	A	A	A	A	A	A	A	A	A
Garages		N	A	A	A	A	A	A	A	A	A	A	A	A	A
Greenhouse/private	A greenhouse for private use	N	A	A	A	N	A	A	N	N	N	N	N	N	N
Storage	Shipping containers utilized for storage, must be shielded from view with fencing and/or landscaping and shall require a building permit	N	N	N	N	N	N	N	N	A	N	N	N	C	
	Storage buildings with a gross floor area of greater than 120 square feet	C	A	A	A	A	A	A	A	A	A	A	A	A	A
	Storage buildings with a gross floor area less than 120 square feet	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Swimming pool		N	A	A	A	N	N	N	N	N	N	N	N	N	N
Temporary structures	Temporary structures for use of no more than 12 months ¹⁶	C	C	C	C	C	C	C	C	C	C	C	C	C	C

Notes:

- 1.— Must be accessory to the primary use and contained within the walls of the primary structure.
- 2.— Indicates use may be allowed where State or Federal law preempts local zoning.
- 3.— The setback from the adjacent property shall be 1 foot for every 2 feet of building height for all portions of the building exceeding 20 feet in height, provided, however, no side or rear yard shall be less than 10 feet. See the figure located at section [17.04B.050](#) of this title for more explanation.
- 4.— Riparian setback. Unless otherwise provided for herein, all permanent buildings and structures shall have a 100 foot wide riparian setback from the mean high water mark of the Big Wood River. Removal of live vegetation or excavation within the riparian setback is prohibited, except for any tree that has been recommended for removal by a certified arborist, in writing, because the tree has been found to potentially endanger the resident(s) of the property on which it is located or any member of the public, or has become hazardous to any street, alley or other public right-of-way or public utility, or because the removal of a tree would substantially improve the health of other trees on the property. Pruning of trees and planting of riparian trees, shrubs and ground cover within the riparian setback are allowed, provided however, that all plantings conform to the criteria for evaluation in subsection [17.04J.040B4e](#) of this title. Where the

- application of the 100 foot riparian setback and other applicable setbacks will result in a building site of 1,000 square feet or less, the riparian setback may be reduced to such an extent that the building site is 1,000 square feet; provided however, the riparian setback shall not be less than 50 feet.
- 5. In GR and TN Zones, townhouse sublots shall have an aggregate density of no more than 10 lots per acre.
 - 6. Townhouse sublots shall conform to the standards established in the IFC.
 - 7. Townhouse unit shall be allowed 0 setbacks from the lot lines created by a townhouse subplot and the separation of the building containing townhouse units in a townhouse development parcel shall be not less than 6 feet as measured between any wall or any projection of a building, including, but not limited to, eaves, cornices, canopies, or other similar roof overhang features, pergolas, chimney chases, bay windows, decks, steps, wainscot, and utility meters; or the minimum distance required by the IBC and IFC, whichever is greater.
 - 8. In NB Zone, townhouse sublots shall have an aggregate density of no more than 15 lots per acre.
 - 9. In LB and B Zones, townhouse sublots shall have an aggregate density of no more than 20 lots per acre.
 - 10. In TN Zone, 40 percent lot coverage will be allowed where at least 75 percent of required parking spaces are enclosed within a structure.
 - 11. In LI and TI Zones, the side and rear yard setbacks shall be 25 feet where the subject property is located adjacent to the following Zones: RGB, GR, or TN.
 - 12. Subject to FAA regulations and 14 CFR, chapter 1, subchapter E, part 77, objects affecting navigable airspace, as amended.
 - 13. Drive through restaurants not permitted.
 - 14. Only within terminals.
 - 15. Attached to hotel/motel.
 - 16. Temporary structures which have an approved conditional use permit may operate seasonally for multiple years, but for no more than 12 months in any year, so long as the size and location of the temporary structure conforms with the approved conditional use permit or conditions thereof.
 - 17. Subject to the conditional use standards set forth in section [17.11.040.04](#) of this title.
 - 18. Multifamily and dwelling units within mixed use buildings incorporating small residential units require a conditional use permit in [chapter 17.11](#) of this title and shall comply with [chapter 17.04](#), article Q of this title.
 - 19. See also subsections [17.07.010F](#) and G of this title.
 - 20. See also subsections [17.07.010F](#) and G of this title.
 - 21. For a building with any portion of the building footprint within the special flood hazard area, building height shall be measured 2 feet above the base flood elevation (BFE).
 - 22. For buildings in the Limited Residential (LR) Zone Districts, buildings shall in no instance exceed a building height of 32 feet from record grade. For buildings in the General Residential (GR) Zone Districts, buildings shall in no case exceed a building height of 35 feet from record grade.
 - 23. Accessory Dwelling Units (ADUs) are subject to Administrative Design Review or Design Review, depending on the zoning district and/or applicable overlay zones, and Supplementary Regulations. See chapters [17.06](#), Design Review and [17.08](#), Article D, for regulations.
 - 24. Any wall, as measured from the highest point including any gable or peak in a direct vertical line to record grade, shall have a setback of one foot (1') for every two and one half feet (2 1/2') of wall height (see section [17.04M.090](#), Diagram 1, of the Hailey Municipal Code), but not less than the base setback for the GR Zone District. This shall apply to walls on the side yards of properties, but shall not apply to sublots within a development.

Diagram 1

(Ord. 1275, 2021; Ord. 1250, 2019; Ord. 1243, 2019; Ord. 1242, 2018; Ord. 1232, 2018; Ord. 1221, 2017; Ord. 1220, 2017; Ord. 1211, 2017; Ord. 1208, 2016; Ord. 1207, 2016; Ord. 1191, 2015; Ord. 1291, 2021)

<u>Category</u>	<u>Description (Excerpt)</u>	<u>Zoning Districts and Subdistricts</u>												
		<u>RGB</u>	<u>LR-1</u>	<u>LR-2</u>	<u>GR</u>	<u>NB</u>	<u>LB</u>	<u>TN</u>	<u>B</u>	<u>LI</u>	<u>TI</u>	<u>A</u>	<u>SCI-SO</u>	<u>SCI-I</u>
<u>Residential:</u>														
	<u>Accessory dwelling units (ADU)</u>	<u>N</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P¹</u>	<u>P¹</u>
	<u>Co-Living Dwelling Facilities</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Manufactured homes</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Mixed-use buildings</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P²</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>
	<u>Multi-family dwellings</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>C</u>	<u>P²</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Single-family homes</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Tiny Home on Wheels (THOW)</u>	<u>N</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>P¹</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P¹</u>	<u>P¹</u>
<u>Public or semipublic:</u>														
	<u>Community centers, including peri-urban retreat centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Government and public administration; excluding correctional institutions</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>C</u>
	<u>Healthcare and medical services</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>
	<u>Parks and pathways</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
	<u>Performing arts centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Public utility facilities</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>C</u>	<u>C</u>
	<u>Religious institutions and places of worship</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>

<u>Category</u>	<u>Description (Excerpt)</u>	<u>Zoning Districts and Subdistricts</u>												
		<u>RGB</u>	<u>LR-1</u>	<u>LR-2</u>	<u>GR</u>	<u>NB</u>	<u>LB</u>	<u>TN</u>	<u>B</u>	<u>LI</u>	<u>TI</u>	<u>A</u>	<u>SCI-SO</u>	<u>SCI-I</u>
	<u>Schools: primary and secondary schools for children and adolescents ages four through eighteen (4-18 years old)</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Schools: tertiary schools, including colleges, vocational, and technical trade schools</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
	<u>Semipublic uses</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>C</u>
	<u>Social services</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>
	<u>Water storage and well facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
	<u>Wireless communication facilities (WCF) attached to freestanding towers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C^{3,4}</u>	<u>N</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>
	<u>Wireless communication facilities (WCF) attached to street poles or mounted on existing structures</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>	<u>C^{3,4}</u>	<u>P^{3,4}</u>	<u>C^{3,4}</u>	<u>P^{3,4}</u>	<u>P^{3,4}</u>	<u>P^{3,4}</u>	<u>P^{3,4}</u>	<u>P^{3,4}</u>	<u>P^{3,4}</u>
<u>Commercial:</u>														
	<u>Airport and related uses</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>
	<u>Artist studios with associated galleries</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>
	<u>Artist studios without associated galleries</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>P</u>	<u>P</u>
	<u>Auto dealerships</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Automobile towing</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>
	<u>Automotive rental companies</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>

<u>Category</u>	<u>Description (Excerpt)</u>	<u>Zoning Districts and Subdistricts</u>												
		<u>RGB</u>	<u>LR-1</u>	<u>LR-2</u>	<u>GR</u>	<u>NB</u>	<u>LB</u>	<u>TN</u>	<u>B</u>	<u>LI</u>	<u>TI</u>	<u>A</u>	<u>SCI-SO</u>	<u>SCI-I</u>
	<u>Automotive repair and maintenance</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>
	<u>Bars</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>P⁵</u>	<u>C⁶</u>	<u>N</u>
	<u>Broadcasting firms, media offices, and related uses</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>
	<u>Convenience stores less than 1,000 square feet</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Daycare centers (13 to 18 children)</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>
	<u>Daycare facilities (up to 12 children)</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>
	<u>Daycare homes (6 or less children)</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>
	<u>Food preparation for off-site catering, dining, and retail trade; excluding the production of alcoholic beverages</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>
	<u>Food service</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C⁷</u>	<u>C</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>P⁵</u>	<u>C⁷</u>	<u>C⁷</u>
	<u>Gasoline stations</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C⁸</u>
	<u>Guiding and outfitter services with no more than 20% of the floor area dedicated to retail sales</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P⁹</u>	<u>C⁹</u>	<u>N</u>	<u>P⁹</u>	<u>P⁹</u>
	<u>Hardware stores</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C⁹</u>	<u>N</u>	<u>P⁹</u>	<u>P⁹</u>	<u>N</u>	<u>N</u>	<u>P⁹</u>	<u>P⁹</u>
	<u>Health and fitness facilities</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>N</u>
	<u>Home occupations</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>

<u>Category</u>	<u>Description (Excerpt)</u>	<u>Zoning Districts and Subdistricts</u>												
		<u>RGB</u>	<u>LR-1</u>	<u>LR-2</u>	<u>GR</u>	<u>NB</u>	<u>LB</u>	<u>TN</u>	<u>B</u>	<u>LI</u>	<u>TI</u>	<u>A</u>	<u>SCI-SO</u>	<u>SCI-I</u>
	<u>Hybrid production facilities for edible goods; including breweries, cideries, distilleries, and wineries</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>
	<u>Landscaping services</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P⁹</u>	<u>N</u>	<u>N</u>	<u>P⁹</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P⁹</u>
	<u>Laundry services limited to dry cleaning, mid-scale commercial, and large-scale industrial laundry services; excluding personal services such as self-serve laundromats and small-scale wash-and-fold services</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>
	<u>Light manufacturing, including the fabrication of building materials and technology</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>P</u>
	<u>Lodging establishments limited to bed and breakfast inns and boarding and rooming houses</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Lodging establishments limited to hotels and motels</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>N</u>
	<u>Offices</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P¹⁰</u>	<u>P</u>	<u>P¹⁰</u>	<u>P</u>	<u>P¹⁰</u>
	<u>Parcel delivery terminals</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>P</u>
	<u>Parking lots and structures</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>
	<u>Peri-urban agriculture</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Personal services</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>
	<u>Pet boarding</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>

<u>Category</u>	<u>Description (Excerpt)</u>	<u>Zoning Districts and Subdistricts</u>												
		<u>RGB</u>	<u>LR-1</u>	<u>LR-2</u>	<u>GR</u>	<u>NB</u>	<u>LB</u>	<u>TN</u>	<u>B</u>	<u>LI</u>	<u>TI</u>	<u>A</u>	<u>SCI-SO</u>	<u>SCI-I</u>
	<u>Pet outpatient and veterinarian services</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Printing and related services</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>
	<u>Recreation facilities, indoor</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Recreation facilities, outdoor</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Residential care facilities</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Retail trade</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C⁹</u>	<u>P⁹</u>	<u>P⁹</u>	<u>P⁹</u>	<u>P⁹</u>	<u>P⁹</u>	<u>P¹⁰</u>	<u>P⁹</u>	<u>P⁹</u>
	<u>Skilled construction and industrial trades</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P⁹</u>	<u>P⁹</u>	<u>N</u>	<u>C⁹</u>	<u>P⁹</u>
	<u>Technological development</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>
	<u>Transportation services</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>P</u>
	<u>Warehouse and storage facilities</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>
	<u>Wholesale trade and distributors</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C⁹</u>	<u>N</u>	<u>N</u>	<u>P⁹</u>	<u>C⁹</u>	<u>N</u>	<u>P⁹</u>	<u>P⁹</u>
<u>Accessory uses:</u>														
<u>Agriculture</u>	<u>Apiaries</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Greenhouses</u>	<u>P¹¹</u>	<u>P¹¹</u>	<u>P¹¹</u>	<u>P¹¹</u>	<u>P¹¹</u>	<u>P¹¹</u>	<u>P¹¹</u>	<u>P¹¹</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Horses, a maximum of 2 horses per acre on lots with a minimum size of 1-acre</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Chickens</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>

<u>Category</u>	<u>Description (Excerpt)</u>	<u>Zoning Districts and Subdistricts</u>													
		<u>RGB</u>	<u>LR-1</u>	<u>LR-2</u>	<u>GR</u>	<u>NB</u>	<u>LB</u>	<u>TN</u>	<u>B</u>	<u>LI</u>	<u>TI</u>	<u>A</u>	<u>SCI-SO</u>	<u>SCI-I</u>	
<u>Alternative energy systems</u>	<u>Solar energy systems, freestanding and subject to a maximum height of ten feet (10') from record grade</u>	<u>N</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	
	<u>Solar energy systems, roof-mounted and subject to five feet (5') above the maximum building height for the applicable district</u>	<u>N</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	<u>P⁴</u>	
	<u>Wind energy systems that are small scale, roof-mounted, or free standing</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Fuel tanks</u>		<u>N</u>	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>	<u>C¹²</u>	<u>P¹²</u>	<u>C¹²</u>	<u>P¹²</u>	<u>P¹²</u>	<u>P¹²</u>	<u>P¹²</u>	<u>P¹²</u>	<u>C¹²</u>	
<u>Garages</u>		<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Residential</u>	<u>Accessory dwelling units (ADU)</u>	<u>Reference the "Residential" category at the beginning of the table.</u>													
	<u>Tiny Home on Wheels (THOW)</u>														
<u>Storage structures, excluding shipping containers</u>		<u>C^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	<u>P^{9,11}</u>	
<u>Swimming pools</u>		<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Temporary structures</u>		<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	<u>C^{11,13}</u>	

BULK REQUIREMENTS

<u>Category</u>	<u>Description (Excerpt)</u>	<u>RGB</u>	<u>LR-1</u>	<u>LR-2</u>	<u>GR</u>	<u>NB</u>	<u>LB</u>	<u>TN</u>	<u>B</u>	<u>LI</u>	<u>TI</u>	<u>A</u>	<u>SCI-SO</u>	<u>SCI-I</u>
	<u>Minimum lot size (square feet)</u>	<u>None</u>	<u>8,000¹⁴</u>	<u>12,000</u>	<u>6,000^{14,15}</u>	<u>6,000¹⁵</u>	<u>6,000^{14,15}</u>	<u>6,000^{14,15}</u>	<u>0^{14,15}</u>	<u>6,000</u>	<u>-</u>	<u>See note 4</u>	<u>10,890</u>	<u>10,890</u>

<u>Category</u>	<u>Description (Excerpt)</u>	<u>RGB</u>	<u>LR-1</u>	<u>LR-2</u>	<u>GR</u>	<u>NB</u>	<u>LB</u>	<u>TN</u>	<u>B</u>	<u>LI</u>	<u>TI</u>	<u>A</u>	<u>SCI-SO</u>	<u>SCI-I</u>
<u>Lot dimensions</u>	<u>Minimum lot width (feet)</u>	None	75 ¹⁴	75	50 ^{14,16}	50 ¹⁶	50 ^{14,16}	50 ^{14,16}	0 ¹⁶	60	-	See note 4	-	-
<u>Building height</u>	<u>Maximum building height (feet)</u>	35 ¹⁷	30 ^{14,17}	30 ¹⁷	35 ^{14,17}	30	35 ¹⁴	35 ¹⁴	35 ¹⁴	35	35	See note 4	35	35 ¹⁷
<u>Setbacks</u>	<u>Minimum front yard setback (feet)</u>	20	25 ¹⁴	25	20 ¹⁴	10	20 ¹⁴	20 ¹⁴	0 ^{14,18}	10	20	See note 4	10	10
	<u>Minimum side yard setback (feet)</u>	10	10 ^{14,19,20}	10 ^{19,20}	8 ^{14,18,20,21}	10 ^{14,18,20}	10 ^{14,18,20}	10 ^{14,18,20}	0 ^{14,18,20}	10 ^{20,22}	10 ^{20,22}	See note 4	10	10
	<u>Minimum rear yard setback (feet)</u>	10	10 ^{14,19,20}	10 ^{19,20}	10 ^{14,18,20}	10 ^{18,20}	10 ^{14,18,20}	10 ^{14,18,20}	0 ^{14,18,20}	10 ^{20,22}	10 ^{20,22}	See note 4	10	10
	<u>Riparian (feet)</u>	100 ²³	100 ²³	100 ²³	100 ²³	100 ²³	100 ²³	100 ²³	100 ²³	100 ²³	100 ²³	See note 4	100 ²³	100 ²³
<u>Multi-family and mixed-use density</u>	<u>Mixed-use residential density: maximum units per acre</u>	=	=	=	=	15	20	10	20 ²	=	=	See note 4	20	=
	<u>Multi-family residential density: maximum units per acre</u>	=	=	=	10	=	20	10	20	=	=		20	=
<u>Total lot coverage</u>	<u>Total maximum coverage by all structures (percentage)</u>	=	40 ¹⁴	40	40 ¹⁴	=	= ¹⁴	30 ¹⁴	=	75	75	See note 4	70	70
<u>Maximum floor area</u>	<u>Aggregate gross floor area for individual retail/wholesale trade (square feet)</u>	=	=	=	=	=	36,000	=	36,000	25,000	25,000	See note 4	25,000	25,000
	<u>Aggregate gross floor area for grouped retail/wholesale (square feet)</u>	=	=	=	=	=	36,000	=	50,000	25,000	25,000	See note 4	25,000	25,000

Notes:

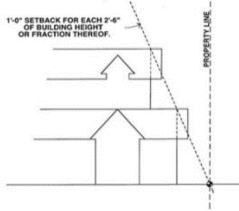
1. Accessory Dwelling Units (ADUs) and Tiny Homes on Wheels (THOW) are subject to administrative design review and supplementary regulations. See section 17.06 and subsection 17.08 D of this title.
2. Multi-family and mixed-use buildings incorporating small residential units require a conditional use permit and shall comply with subsection 17.04Q of this title.
3. The installation of wireless communication facilities requires a Wireless Permit in accordance with the provisions of subsection 17.08B of this title.

4. Objects affecting navigable airspace, including solar energy systems and wireless communications facilities located within the Airport Influence Area, are subject to review of the Friedman Memorial Airport Director for compliance with FAA regulations and 14 CFR, chapter 1, subchapter E, part 77.
5. Only within terminals.
6. Only attached to hotel/motel.
7. Drive-through food service not permitted.
8. May be approved through a conditional use permit if the use is in conjunction with a use that is permitted by-right.
9. Unenclosed exterior storage that is greater than fifty square feet (50 sq. ft.) and associated with retail trade, skilled construction and industrial trades, or wholesale trade is permitted in the industrial Zoning Districts only. Such unenclosed exterior storage may include but is not limited to the storage or display of bulky goods, materials, supplies, merchandise, and equipment.
10. Must be accessory to the primary use and contained within the walls of the primary structure.
11. Structures equal to or greater than 120 square feet (120 sq. ft.) in size require a building permit, per subsection 17.07.010H of this title.
12. The use of fuel tanks containing flammable or combustible liquids, as defined by the International Fire Code (IFC), requires a Flammable & Combustible Storage Tank Permit through the Hailey Fire Department.
13. Temporary structures which have an approved conditional use permit may operate seasonally for multiple years, so long as the size and location of the temporary structure conforms with the approved conditional use permit or conditions thereof.
14. May be subject to additional provisions per the Townsite Overlay (TO) Zoning District. See subsection 17.04M of this title.
15. Townhouse sublots should have a maximum aggregate density of ten (10) lots per acre in the GR and TN Zoning Districts, fifteen (15) lots per acre in the NB Zoning District, and twenty (20) lots per acre in the LB and B Zoning Districts.
16. Townhouse sublots shall conform to the standards established in the IFC.
17. For a building with any portion of the building footprint within the Special Flood Hazard Area, building height shall be measured two (2) feet above the base flood elevation (BFE). For buildings located within the Special Flood Hazard Area and the LR Zoning Districts, buildings shall in no instance exceed a building height of thirty-two feet (32') from record grade. For buildings located within the Special Flood Hazard Area, and within the GR Zoning District, buildings shall in no case exceed a building height of thirty-five feet (35') from record grade.
18. In the TO Zoning Districts, townhouse units shall be allowed zero (0) setbacks, with an exception for the setbacks on the property line between two (2) townhouse units. The separation between two (2) townhouse units on separate sublots shall be no less than 6 feet or the minimum distance required by the IBC and IFC, whichever is greater. The distance between the buildings shall be measured between any wall or any projection of a building-- including, but not limited to, eaves, cornices, canopies, or other similar roof overhang features, pergolas, chimney chases, bay windows, decks, steps, wainscot, and utility meters.
19. The setback from the adjacent property shall be one (1) foot for every two (2) feet of building height for all portions of the building exceeding twenty (20) feet in height, provided, however, no side or rear yard shall be less than ten (10) feet. See the figure in subsection 17.04B.050 of this title.
20. Normal corner and reverse-corner lots are subject to subsections 17.07.010F and G of this title.
21. Any wall, as measured from the highest point including any gable or peak in a direct vertical line to record grade, shall have a setback of one foot (1') for every two and one-half feet (2 1/2') of wall height (see subsection 17.04M.090, Diagram 1, of the Hailey Municipal Code), but not less than the base setback for the GR Zoning District. This shall apply to walls on the side yards of properties but shall not apply to sublots within a development.

22. In LI and TI Zoning Districts, the side and rear yard setbacks shall be twenty-five (25) feet where the subject property is located adjacent to the following Zoning Districts: RGB, GR, or TN.

23. Riparian setback. Unless otherwise provided for herein, all permanent buildings and structures shall have a 100-foot-wide riparian setback from the mean high-water mark of the Big Wood River. Removal of live vegetation or excavation within the riparian setback is prohibited, except for any tree that has been recommended for removal by a certified arborist, in writing, because the tree has been found to potentially endanger the resident(s) of the property on which it is located or any member of the public, or has become hazardous to any street, alley or other public right-of-way or public utility, or because the removal of a tree would substantially improve the health of other trees on the property. Pruning of trees and planting of riparian trees, shrubs and ground cover within the riparian setback are allowed, provided however, that all plantings conform to the criteria for evaluation in subsection 17.04J.040B4e of this title. Where the application of the 100-foot riparian setback and other applicable setbacks will result in a building site of 1,000 square feet or less, the riparian setback may be reduced to such an extent that the building site is 1,000 square feet; provided however, the riparian setback shall not be less than fifty (50) feet.

Diagram 1



(Ord. 1275, 2021; Ord. 1250, 2019; Ord. 1243, 2019; Ord. 1242, 2018; Ord. 1232, 2018; Ord. 1221, 2017; Ord. 1220, 2017; Ord. 1211, 2017; Ord. 1208, 2016; Ord. 1207, 2016; Ord. 1191, 2015; Ord. 1291, 2021; Ord. ____, 2023)

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

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

Section 5. Effective Date: This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2023.

Attest:

Martha Burke, Mayor, City of Hailey

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Motion to conduct a 2nd Reading of Ordinance No: 1316, amending the existing City of Hailey Area of City Impact Boundary Map, as requested by BC-1, LLC, to include the parcel (FR W1/2 NW SEC 25, FR E1/2 NE SEC 26, TL 7134), or portion thereof, within Hailey’s Area of City Impact Boundary, as shown on the map located on file with the Community Development Department, and pursuant to Idaho Code Section 67-6526:

- A proposed Ordinance amending a map that defines and establishes geographic boundaries. This modification would be to the existing Blaine County/City of Hailey Area of City Impact, as adopted by Hailey Ordinance 649 (adopted November 14, 1994), amended by Ordinance 731 (adopted June 23, 1999), Ordinance 1271 (adopted November 30, 2022), and Ordinance 1279 (adopted March 21, 2021), and amended by Resolution 2020-24. The geographic boundaries account for trade areas, geographic factors and areas that can be reasonably expected to annex into the City in the future.

 - A proposed Resolution amending Hailey’s Comprehensive Plan Land Use Map.
-

AUTHORITY: ID Code 67-6526(e) IAR _____ City Ordinance/Code: Ord, 649 and 731; new Ordinances; Resolution 2010-1 (IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The property south of the Woodside Subdivision, and east of State Highway 75, generally known as Flying Hat Ranch, has undergone new ownership (BC-1, LLC). Since the land acquisition earlier this year, there have been several informal discussions about how the Ownership Team might proceed with the development of this property. BC-1, LLC, has expressed intention to apply for annexation of lands outside of the current boundaries of the Area City Impact (ACI). BC-1, LLC, has requested renegotiation of the ACI Agreements between Blaine County, and the Cities of Hailey and Bellevue, as a prerequisite to submitting annexation and entitlement applications with each city. Submittal to the Planning and Zoning Commission for consideration and recommendation to the governing boards is a statutory prerequisite to any potential renegotiated ACI Agreements, and future annexation and development of lands outside the current ACI.

BC-1, LLC, is requesting that the Cities of Hailey and Bellevue undertake renegotiations of ACI, consistent with Idaho Code (Section 67-6526). Idaho Code Section 67-6526 requires cities and counties to adopt a map identifying an Area of City Impact (ACI) within the unincorporated area of the County and a separate Ordinance providing for application of plans and ordinances for the Area of City Impact.

On November 7, 2022, the Hailey Planning and Zoning Commission considered the questions regarding the Area of City Impact and recommended review and approval by the Hailey City Council. On December 12, 2022, the Council considered and approved the questions regarding the Area of City Impact. The first and second readings were conducted, and the Council withheld the third and final reading until the City of Bellevue and the Blaine County Planning and Zoning Commission had the opportunity to review and discuss the proposal. The City of Bellevue discussed the proposal and requested that the proposed ACI Boundary Line be repositioned to better reflect the needs of the City of Bellevue and its residents. A final discussion and approval of the newly positioned boundary came on April 10, 2023 by Bellevue City Council. Blaine County Planning and Zoning Commission recommended approval by the Blaine County Commissioners on January 27, 2023.

Enclosed is a revised aerial map depicting the proposed ACI line between the two cities, as well as a Draft Hailey and Bellevue ACI Map, and a Draft Hailey Comprehensive Plan Land Use Map incorporating the proposed changes.

Idaho Code Section 67-6526€) also requires the following:

(e) Prior to negotiation or renegotiation of areas of city impact, plan, and ordinance requirements, the governing boards shall submit the questions to the planning, zoning, or planning and zoning commission for recommendation. Each commission shall have a reasonable time fixed by the governing board to make its recommendations to the governing board. The governing boards shall undertake a review at least every ten (10) years of the city impact plan and ordinance requirements to determine whether renegotiations are in the best interests of the citizenry.

On October 24, 2022, the Council recommended that the Commission consider the following questions:

1. Is there a “trade area” that applies to the lands in or around Hailey that are not currently in the Hailey ACI?
2. Are there geographic factors that would direct the Hailey ACI Boundary?
3. Are there areas that can reasonably be expected to be annexed to the city in the future?

On November 7, 2022, the Commission considered the questions above, which are described in the attached Staff Report, and further recommended for approval by the Hailey City Council the proposed changes to the ACI Map and Ordinance, as well as proposed changes to the Hailey Comprehensive Plan Land Use Map.

The Council reviewed the proposed amendments to the Area of City Impact Governing Questions, the proposed Area of City Impact Map and Ordinance, and the proposed amendments to the Comprehensive Plan Land Use Map on December 12, 2022; and again, on May 8, 2023, since the boundary has been repositioned. On May 8, 2023, the Council unanimously approved the repositioning of and/or amendments to the existing City of Hailey Area of City Impact Boundary Map, as requested by BC-1, LLC, to include the parcel (FR W1/2 NW SEC 25, FR E1/2 NE SEC 26, TL 7134), or portion thereof, within Hailey’s Area of City Impact Boundary.

Attachments to this Report.

1. [Ord. No. 1316: Hailey ACI Map](#)
[Exhibit: Proposed Hailey Comprehensive Plan Land Use and ACI Map](#)
[Exhibit: Proposed Hailey and Bellevue ACIs Proposed Changes \(from Blaine County\)](#)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
 Budget Line Item # _____ YTD Line-Item Balance \$ _____
 Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
 Staff Contact: Robyn Davis Phone #: 208.788.9815 ext. 2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion Language - Area of City Impact Map:
Approval: Motion to conduct a 2nd Reading of Ordinance No. 1316, an Ordinance of the City of Hailey amending and adopting the Area of City Impact Map, as shown in the attached Exhibit, finding that the

project is in conformance with the Comprehensive Plan; the project does not jeopardize the health, safety, or welfare of the general public.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): Copies

Instrument # _____

HAILEY ORDINANCE NO. _____

**AN ORDINANCE OF HAILEY, IDAHO, IDENTIFYING AND ADOPTING
A MAP OF THE HAILEY AREA OF CITY IMPACT WITHIN
UNINCORPORATED BLAINE COUNTY; PROVIDING A SAVINGS
AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS this Ordinance is enacted to ensure that Hailey has adequate land area for future growth, and to ensure that development of land surrounding Hailey does not directly or indirectly negatively impact Hailey provision of services, infrastructure or quality of life; that lands are planned carefully so as not to prohibit future annexation and urban densities; to ensure that development is in accordance with the Hailey Comprehensive Plan for the desirable future physical development of Hailey;

WHEREAS this Ordinance is adopted pursuant to authority granted by Idaho Code §67-6526, as amended; and

WHEREAS Hailey has considered trade area, geographic factors, and areas that might reasonably be considered for annexation in the development of the Area of City Impact map, as shown on the attached Exhibit; and

WHEREAS Hailey has conducted public hearings at the Planning and Zoning Commission and City Council with regards to the Hailey Area of City Impact Map, the attached Exhibit, and has considered questions with regards to trade area, geographic factors, and areas that might reasonably be considered for annexation; and

WHEREAS, both Blaine County and Hailey have found that this negotiated Area of City Impact Map is consistent with their respective Comprehensive Plans.

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

Section 1. The Exhibit attached hereto is adopted as the Hailey Area of City Impact Map.

Section 2. If any section, paragraph, sentence, or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. All Ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

**PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED
BY THE MAYOR THIS ____ DAY OF _____, 2023.**

Martha Burke, Mayor

Attest:

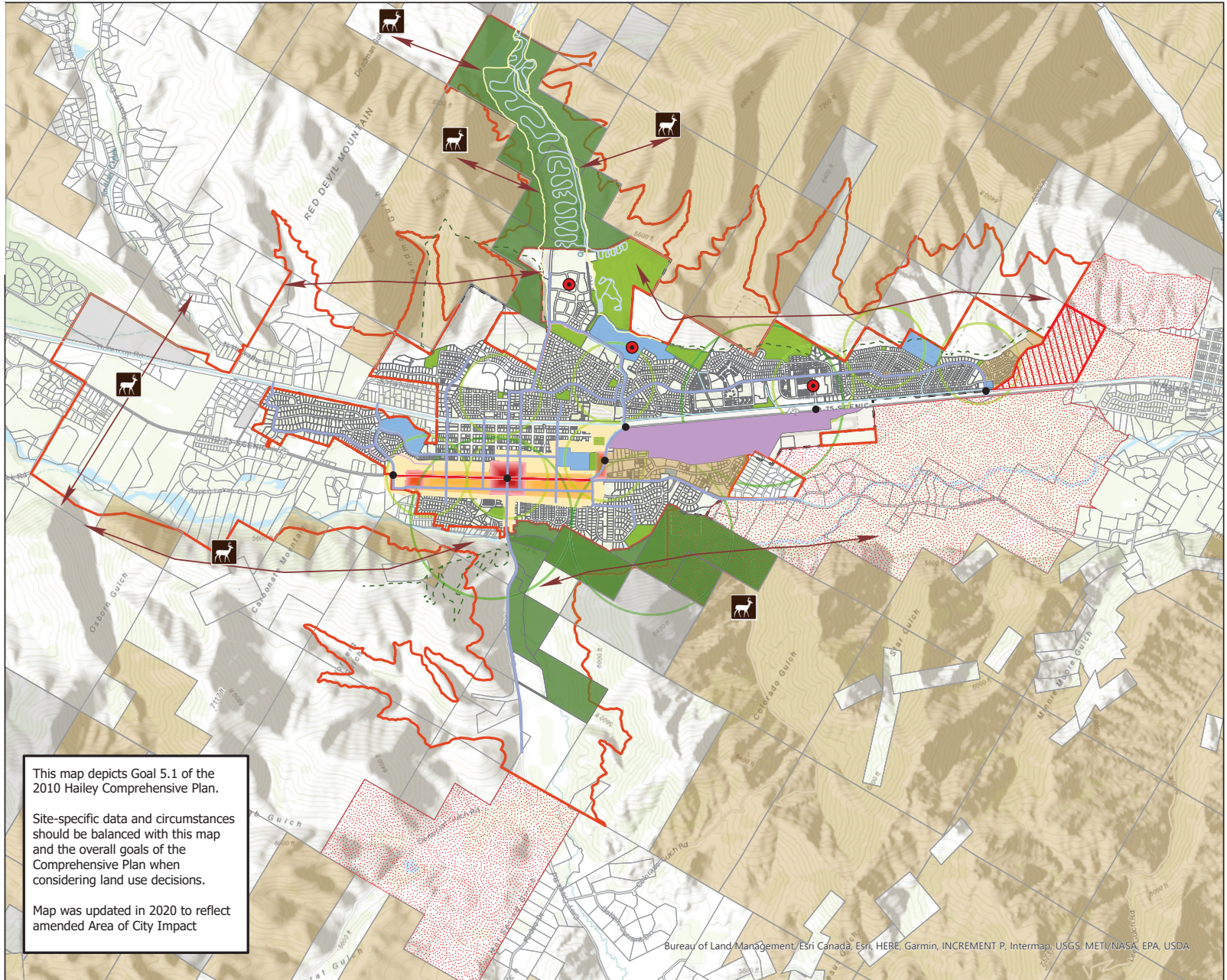
Mary Cone, City Clerk

Exhibit 1: Hailey Area of City Impact Map

Draft Hailey Comprehensive Plan Land Map and with Proposed Area of City Impact

Legend

- Neighborhood Service Centers
- Community Gateways
- Type**
- Mixed Traffic Facility, Advisory Shoulder
- Mixed Traffic Facility, Bicycle Boulevard
- Physically Separated, Side Path
- Physically Separated, Shared Use path
- Planned Physically Separated, Side Path
- Quigley Summer Trails
- Quigley Winter Nordic Trails
- Trails
- Visually Separated, Bike Lane
- Conservation Easements
- Name**
- Proposed Hailey Area of Impact
- Area of City Impact
- Hailey MOU
- Quarter Mile Service Area
- Half Mile Service Area
- Main Street Corridor
- Educational Sites
- Park Recreation Sites
- High Density Residential
- Community Activity Areas
- Downtown
- Hailey Parcels
- County Parcels
- Hailey City Limits
- ↔ Wildlife Corridors and Winter Range
- W Wildlife Points
- Pedestrian and Bicycle Routes
- Residential Buffer
- BLM Lands
- Idaho Lands
- Airport Site Redevelopment
- Light Industrial/Business Park
- BLM Lands
- Idaho Lands



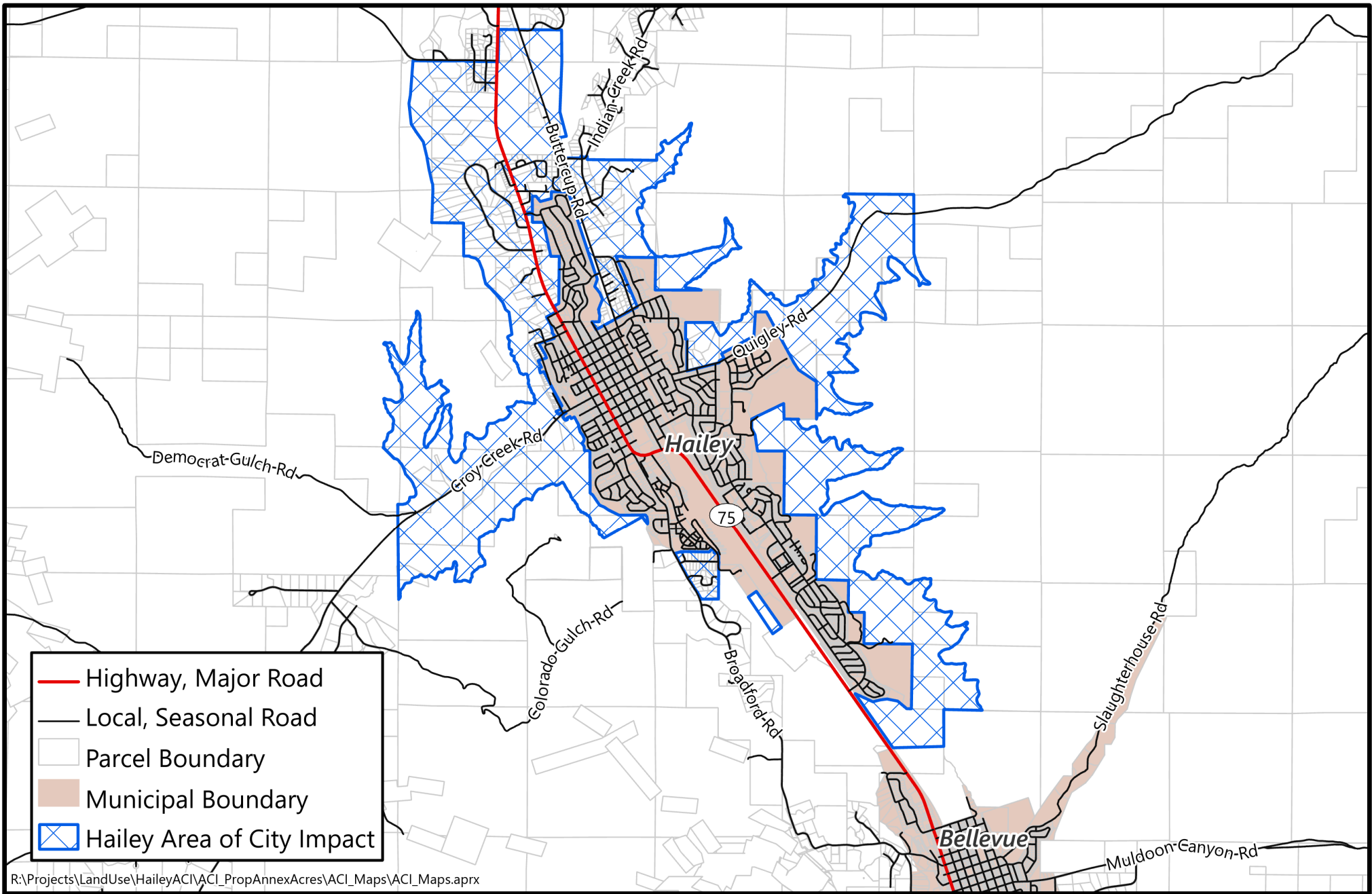
This map depicts Goal 5.1 of the 2010 Hailey Comprehensive Plan.

Site-specific data and circumstances should be balanced with this map and the overall goals of the Comprehensive Plan when considering land use decisions.

Map was updated in 2020 to reflect amended Area of City Impact

May 2023

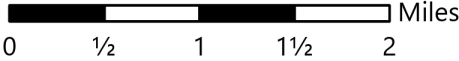
Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA



- Highway, Major Road
- Local, Seasonal Road
- Parcel Boundary
- Municipal Boundary
- Hailey Area of City Impact



Blaine County GIS
 April 25, 2023



2023 Hailey/Blaine County Area of City Impact

Return to Agenda