Hailey City Council Meetings are open to the public, in person at City Hall Council Chambers, located upstairs at 115 South Main Street, Hailey, Idaho. Masks or face-coverings must be worn.

Participants may also join our meeting via go-to-meeting from a computer, tablet or smartphone. Both in-person and electronic participants will be provided with meeting materials and the

Please join our meeting from your computer, tablet or smartphone.

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

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5:00 p.m. CALL TO ORDER -

EXECUTIVE SESSION: Pending & Imminently Likely Litigation under (IC 74-206(1)(f))

5:30 p.m. RECONVENE PUBLIC MEETING Open Session for Public Concerns

CONSENT AGENDA:

CA 376 Motion to approve Resolution 2021-109, authorizing Hailey Public Library’s grant agreement with Idaho State Historical Society for Community Enhancement Grant. ACTION ITEM ......................................................... 1

CA 377 Motion to approve Resolution 2021-110, authorizing Coronavirus Response/Relief Supplemental Appropriation issued through the office of Drug Policy, awarded the Library, $22,008 for programming. ACTION ITEM ..... 6

CA 378 Motion to approve Resolution 2021-111, authorizing a contract with Ketchum Computers for IT services. ACTION ITEM .......................................................................................... 14

CA 379 Motion to adopt Resolution 2021-112, authorizing the mayor to sign a Notice of Change in Water Right Ownership, in which Marathon Partners conveyed a portion of water right 37-21112 to the City of Hailey. ACTION ITEM ........................................................................................................... 21

CA 380 Motion to adopt Resolution 2021-113, authorizing Task Orders #7 and #8 with HDR Engineering, in the amounts of $31,750 and $44,970 respectively, for preparation of procurement documents for Woodside WRF Ultraviolet (UV) Equipment Installation Design, and Headworks Preliminary Engineering Report (PER) ACTION ITEM ................................................................................................................ 31

CA 381 Motion to approve Resolution 2021-114, authorizing the PUD Development Agreement, and authorize the mayor’s signature, and a PUD application by CK Property Group, LLC, represented by Galena Engineering, for twelve (12), three-story single-family townhomes to be located at 410 North River Street (Lots 14-17, Block 56, Hailey Townsite). This PUD was approved at the October 25, 2021 City Council meeting. ACTION ITEM .................................................................................................................... 51

CA 382 Motion to approve the Findings of Fact, Conclusions of Law and Decision of a Planned Unit Development (PUD) Application by CK Property Group, LLC, represented by Galena Engineering, for twelve (12), three-story single-family townhomes to be located at 410 North River Street (Lots 14-17, Block 56, Hailey Townsite). ACTION ITEM .......................................................................................... 82
CA 383 Motion to approve the Findings of Fact, Conclusions of Law and Decision of a Final Plat Application by Tanner Investments, LLC, wherein Lots 1-7, Block 86, Woodside No. 25 are reconfigured creating lots six lots ranging in size from 17,426 square feet to 17,556 square feet. ACTION ITEM ............................................................ 95
CA 384 Motion to approve minutes of October 25, 2021 and to suspend reading of them ACTION ITEM .......................... 105
CA 385 Motion to approve claims for expenses incurred during the month of October, 2021, and claims for expenses due by contract in November, 2021 ACTION ITEM .................................................................................................................. 116

MAYOR’S REMARKS:
MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS
AA 386 Consideration of Library Board Appointment Tommy Green, and adoption of Resolution 2021-115 setting appointments and terms of Hailey Public Library Board of Trustees to 5-year terms ACTION ITEM ...............141

PUBLIC HEARING:

PH 387 Consideration of approval of the Urban Renewal Plan for the Airport Way District Urban Renewal Project of the Urban Renewal Agency of the City of Hailey, Idaho, which Plan includes a revenue allocation financing provision, and first reading of Ordinance No.2021-_____, approving the Urban Renewal Plan for the Airport Way District Urban Renewal Project, which Plan includes a revenue allocation provision; authorizing the City Clerk to transmit the Ordinance and other required information to County and State Officials and other affected taxing entities; providing severability, codification, publication by summary and establishing an effective date ACTION ITEM .................................................................................................................. 143
PH 388 Consideration of Final Plat Application by Tanner Investments, LLC, represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside No. 25 are reconfigured creating lots six lots ranging in size from 17,426 square feet to 17,556 square feet, and motion to approve the Resolution 2021-_____, authorizing the mayor’s signature on the Security Agreement related to the Final Plat of Lots 1-7, Block 86, Woodside No. 25 ACTION ITEM .................................................................................................................. 265
PH 389 Consideration of the extension of the Security Agreement for Quigley Farms Phase 1, Blocks 2,3 and 4 by Quigley Farm and Conservation Community ACTION ITEM .................................................................................................................. 293
PH 390 Consideration of Final Plat Subdivision at 235 West Maple Street. The applicant Amatopia, LLC is represented by Galena Engineering for property at HAILEY FR SWSE SEC 9 & FR NWNE SEC 16 TL 7816 2N 18E to be subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. A private road, Parcel A, will service the proposed lots, and Parcels B and C will be dedicated as open space to benefit the subdivision. A portion of this parcel is located within the Townsite Overlay (TO) and all of this parcel is located within General Residential (GR) Zoning District. ACTION ITEM ........................................................ 323

NEW BUSINESS:

NB 391 Consideration of a Memorandum of Understanding between the Bureau of Land Management, Idaho Department of Fish and Game, Blaine County, Blaine County Recreation District, Wood River Land Trust, City of Bellevue and the City of Hailey regarding roles and responsibilities for implementing seasonal restrictions regarding wintering wildlife when needed ACTION ITEM .................................................................................................................. 386
NB 392 Assessment of Hailey Health Order 2021-07 which mandates face-coverings within the City of Hailey through November 11, 2021, with discussion of whether a new Health Order 2021-08 should be authorized for another 30 days, with the same provisions that face coverings be worn in indoor public spaces and in outdoor public places when distancing can’t be maintained, and whether other provisions should be added. ACTION ITEM ........................................................ 401
NB 393 Matters & Motions from Executive Session, if any. ACTION ITEM (no documents)

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 394 Discussion of temporarily installing a Cardboard Compactor and Roll Off Glass bin at the existing recycling location on River St and provide opportunity for comments and feedback. ACTION ITEM.................................405

Next Ordinance Number - 1295 Next Resolution Number- 2021-116
AGENDA ITEM SUMMARY

DATE: November 8, 2021  DEPARTMENT: LIBRARY  DEPT. HEAD SIGNATURE: Lyn Drewien

SUBJECT: Idaho State Historical Society (ISHS) Community Enhancement Grant (CEG) award for $2,500.

AUTHORITY: □ ID Code  □ IAR __________  □ City Ordinance/Code ______

BACKGROUND:
The Community Enhancement Grant is available from ISHS to support historical organizations in their efforts and projects focused on preserving and interpreting the history of Idaho.

Hailey Public Library has been awarded a $2,500 grant award with a 1:1 in-kind or cash match requirement. The Friends of the Hailey Public Library (FHPL) will provide a $750 cash match and contribute to the in-kind services for the remaining portion of the match requirement. This award is a reimbursable grant, and all expenses must be submitted for repayment no later than May 13, 2022.

The award will fund a gallery wall system to allow for exhibits featuring photographs from the Martyn Mallory Collection, gifted to the library in 1995 by Mallory’s heirs. The remaining award will fund the reproduction of Mallory photos to support programming and events such as the Trailing of the Sheep, Hailey’s Fourth of July celebration, and a special exhibit planned for 2022.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve

Approve funding acceptance for Idaho State Society Community Enhancement funding in the amount of $2,500.

FOLLOW UP NOTES:

WHEREAS, Hailey Public Library has been selected to receive the Community Enhancement Grant awarded in the amount of $2,500 to preserve and promote the Mallory Family Historical Photograph Collection gifted to the library in 1995;

WHEREAS, ISHS recognizes the important work of Hailey Public Library in its efforts to preserve and promote the historical photographs via the Mallory Preservation Wall Project;

WHEREAS, the Friends of the Hailey Public Library (FHPL) have agreed to fund the 1:1 required match in the form of cash and in-kind services;

WHEREAS, the term of this Agreement ends May 13, 2022, and all requests for reimbursement must be submitted prior to this date;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, that the 2022 COMMUNITY ENHANCE GRANT Agreement between the City of Hailey and the Idaho State Historical Society be approved.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____DAY OF ______________, 2021.

________________________________________
Martha Burke, Mayor

ATTEST:

_______________________________________
Mary Cone, City Clerk
August 31, 2021

Lyn Drewien
Library Director
Hailey Public Library
7 W Croy Street
Hailey, ID 83333

Dear Lyn:

Thank you for submitting your 2022 Community Enhancement Grant application to the Idaho State Historical Society (ISHS). I am pleased to inform you that the Idaho State Historical Society (ISHS) has awarded the Hailey Public Library $2,500.00 for the Mallory Preservation Wall as outlined in the application that was submitted. The application submitted is considered the scope of work for the project. This letter will be considered your award contract. Please sign, date, and return a copy to Lyn Moore (lyn.moore@ISHS.idaho.gov) or a hard copy to ISHS at the address listed below prior to beginning this project.

These are reimbursement funds. You should first expend the funds as outlined in your application and save all receipts. When completed, please submit an invoice and copies of the applicable receipts. Enclosed is an invoice form that provides information on how to invoice for your reimbursement. It is important that you provide an accounting of your match on this project when submitting your invoice. Also enclosed is information about match in addition to a W9 form to be completed. Please complete the W9 for the organization that received the award, not an individual person. The reimbursement packet should be received no later than May 13, 2022. The reimbursement packet should include:

- An invoice
- Copies of applicable receipts
- Completed budget showing match for the project
- Completed W9 form
- Final narrative

Please contact Lyn Moore at (208) 514-2304 or lyn.moore@ISHS.idaho.gov with any questions.

Note that all grant recipients are required to provide a final narrative report of their project(s). Enclosed is information regarding this report.
We request that you acknowledge the Idaho State Historical Society for its assistance with your project. I have enclosed information on different options to accomplish this recognition.

It is recommended that you work with your local media to obtain publicity for your grant. These grants are very competitive; they are an indication of the quality of work you do. You should be proud of yourself so advertise this fact! When you release information to the media please be sure to note that the grant you received was from the Idaho State Historical Society as part of its community assistance grants program.

These funds are made available to Idaho cultural institutions due to the support of the Idaho State Legislature. If the community grants program is to continue it is important that our legislators know that their support is both needed and appreciated. Therefore, you are encouraged to either mail or email your three state legislators to inform them of your community assistance grant from the Idaho State Historical Society, in addition to sharing with them how you used or plan to use the funds. If you need contact information for your local legislators it can be found at [https://legislature.idaho.gov/legislators/whosmylegislator/](https://legislature.idaho.gov/legislators/whosmylegislator/). Please include copies of your letters in your reimbursement packet.

Also enclosed is a list of our trustees and the counties they represent. These individuals are your connection to the Idaho State Historical Society. Should you have an event that promotes your grant award, or an exhibit opening, or some other public programming, you are strongly encouraged to invite your regional trustee. They enjoy visiting with history institutions in their regions—and are strong supporters of local history projects.

Membership information for the Idaho State Historical Society can be found on our website, [https://history.idaho.gov](https://history.idaho.gov). We would appreciate your individual and/or institutional membership if you are able. This membership helps the Society continue to do work that reaches all corners of the state, assisting people in their history and preservation work. It is also your link to the Society which allows you to stay current on activities and events.

While not all projects funded are "photogenic," if possible, please submit photographs of your project that can then be used to promote your work and the grants program. Candid photos including people are preferred, when possible! If brochures or newspaper/magazine articles are done on your project, please provide a copy of the brochure or clipping.

Thank you for all your help to preserve Idaho’s history. We can’t do our job of preserving Idaho’s history without the assistance of partners like you. Please keep us informed of your activities and let us know if we can provide assistance to you.

Sincerely,

Janet L. Gallimore  
Executive Director  
State Historic Preservation Officer  
Idaho State Historical Society  
2205 Old Penitentiary Road  
Boise, ID 83712
AGENDA ITEM SUMMARY

DATE: November 8, 2021  DEPARTMENT: LIBRARY  DEPT. HEAD SIGNATURE: Lyn Drewien

SUBJECT:
Coronavirus Response/Relief Supplemental Appropriation issued through the Office of Drug Policy has awarded Hailey Public Library $22,008.00 for approved programming.

AUTHORITY: □ ID Code  □ IAR _________  □ City Ordinance/Code _______

BACKGROUND:
The Coronavirus Response and Relief Supplemental Appropriation funding will provide funding to assist eligible public or non-profit entities in preparing for and responding to the coronavirus. All funded programs must have an evidence-based, primary prevention focus. The funding may not be used for substance misuse treatment. $1,300,000 is available with no minimum or maximum application amount and is a one-time grant awarded to the State of Idaho.
All awards must be expended between July 1, 2021 and March 15, 2023 and will be paid on a reimbursement basis as described within the Grant agreement.

Prevention Education – Positive Action – After School Program – See Exhibit A.

<table>
<thead>
<tr>
<th>Staff</th>
<th>7,740.00 (Instructor &amp; two paid interns)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies/Materials</td>
<td>10,600.00 (Study materials and furniture)</td>
</tr>
<tr>
<td>Administrative Fee</td>
<td>3,668.00</td>
</tr>
</tbody>
</table>

Total Grant Awarded: $22,008.00

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve

Approve funding for Coronavirus Response/Relief Supplemental Appropriation issued through the Office of Drug Policy has awarded Hailey Public Library $22,008.00.

FOLLOW UP NOTES:
A RESOLUTION OF THE HAILEY CITY COUNCIL AUTHORIZING THE CORONAVIRUS RESPONSE/RELIEF SUPPLEMENTAL APPROPRIATION AGREEMENT BETWEEN THE CITY OF HAILEY AND THE IDAHO OFFICE OF DRUG POLICY.

WHEREAS, Hailey Public Library has been selected to receive a Coronavirus Response/Relief Supplemental Appropriation Award to assist with preparing and responding to local conditions related to the coronavirus;

WHEREAS, the Office of Drug Policy recognizes the important work of Hailey Public Library in its efforts to provide substance misuse prevention to youth during after-school and on Saturdays in response to the pandemic;

WHEREAS, the term of this Agreement is July 1, 2021 to March 15, 2023, and no services may be delivered outside of these dates;

WHEREAS, the award for $22,008 will be paid out only upon the receipt of draws submitted through the Office of Drug Policy’s grant portal based on the expenses outlined in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, that the CORONAVIRUS RESPONSE RELIEF SUPPLEMENTAL APPROPRIATION Agreement between the City of Hailey and the Idaho Office of Drug Policy be approved.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____DAY OF _______________, 2021.

__________________________________________
Martha Burke, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
October 12, 2021

Lyn Drewien
Hailey Public Library
7 West Croy Street
Hailey, ID 83333

Re: Notice of SFY2022-23 Coronavirus Response/Relief Supplemental Appropriation Award

Dear Lyn,

The Office of Drug Policy is pleased to announce Hailey Public Library has been selected to receive a Coronavirus Response/Relief Supplemental Appropriation Award to assist with preparing for and responding to local conditions related to the coronavirus between July 1, 2021, and March 15, 2023.

Please find attached documents detailing the award. As indicated, the total funding allocated for this grant is $22,008.00 and will be paid out on a reimbursement basis according to the attached Grant Agreement.

ODP acknowledges the important work Hailey Public Library does in your community and applauds your desire to provide substance misuse prevention to youth during after-school and Saturday hours in response to the pandemic. We identify Hailey Public Library as a worthy applicant.

We require that you return the signed Notice of Award within 10 days from the date of this letter. If we do not receive a signed Notice of Award from you within that timeframe, this grant award may be withdrawn.

If at any time you have any questions or concerns about this grant award, please do not hesitate to contact me at: 208.854.3043. We look forward to continuing this partnership.

Best Regards,

Marianne King
Director
Idaho Office of Drug Policy
Marianne.king@odp.idaho.gov
GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is by and between the Idaho Office of Drug Policy (ODP), and Hailey Public Library, (the “Prevention Provider” or “Provider”).

Section 1: Delivery of Services

1.1 Grant Award Period — The term of this Agreement is July 1, 2021 – March 15, 2023. Services shall begin no sooner than July 1, 2021 and will terminate on March 15, 2023. ODP will NOT pay for any services delivered outside of these dates.

1.2 Grant Services — The Prevention Provider shall expend funds as outlined in Exhibit A, Notice of Award, attached hereto and incorporated by this reference. The parties may amend the Project/Program Description in the Notice of Award from time to time if needed, in order to accurately reflect the services provided by the Prevention Provider.

1.3 Prevention Provider Role — ODP requires the Prevention Provider to deliver the services as outlined in Exhibit B of this Agreement. The Prevention Provider may not transfer, subcontract or delegate its obligations to any third parties without ODP’s written consent. Failure to abide by this restriction may result in termination of the Agreement, or any other remedies available to ODP.

Section 2: Terms of Funding

2.1. Use of Funds - The Prevention Provider agrees that grant funds will be used only for the approved programs shown on the approved budget in the Notice of Award; however, the Prevention Provider may make budget changes within the budget not to exceed 10% of the total grant award amount during the grant award period. Any changes in excess of 10% or outside of an approved cost category must be requested by the Prevention Provider and approved by ODP in a written notice prior to incurring costs.

2.2 Payment of Grant Funds – ODP will pay Prevention Providers within 45 days of receipt of invoice contingent upon satisfactory progress towards the completion of the agreed upon services, entry of required data into the Data Management System, and compliance with the Delivery of Services requirements listed in Section 1 of this Agreement. Training regarding data entry and the Data Management System will be scheduled after November 1, 2021.

Section 3: Roles and Responsibilities

3.1 Relationship - Prevention Providers’ relationship with ODP will be that of grantee. Nothing in this Agreement creates a partnership or employer-employee relationship. The Prevention Provider is not eligible for, nor entitled to, and shall not participate in, any of the State of Idaho’s pension, health or other fringe benefit plans. ODP will not obtain workers’ compensation insurance for Prevention Provider or its employees and is not a “statutory employer” of Prevention Provider or its employees.

3.2 Taxes and Record Keeping – The Prevention Provider is solely responsible for filing all tax returns to any federal, state or local tax authority. Additionally, Prevention Providers must maintain and provide to ODP, upon request, all documentation supporting Prevention Provider’s requests for payments.
3.3 **Review** – All records and documents related to this Agreement, including but not limited to fiscal records, shall be available for review, audit and copying by ODP, and by state and federal inspectors or auditors for a period of five years.

**Section 4: Termination**

4.1 **Termination of Agreement** – If the Prevention Provider fails to provide any of the services outlined in this Agreement, ODP shall meet with the Prevention Provider and may provide written notice to require any of the following: 1) require the Prevention Provider to take corrective action to ensure compliance with the Agreement; 2) reduce the funding allocation to more adequately reflect the services that will be provided; 3) terminate this Agreement; or 4) pursue any other remedy available at law or in equity.

**Section 5: Insurance**

5.1 Insurance — The Prevention Provider shall obtain and maintain in effect during the period of performance of this Agreement, the following types, and limits of insurance coverage:

A. **Comprehensive General Liability** - Prevention Provider must have Comprehensive General Liability insurance at a level appropriate for the level of risk involved (a minimum of $1,000,000 is required) and must provide to ODP a Certificate of Insurance issued by a company that is registered to do business in Idaho. Cities, counties, government agencies, tribes and school districts are required to add ODP as Named Certificate Holder on their liability coverage. All other entities and nonprofit organizations are required to add ODP as an Additional Insured on their liability policy. Prevention Providers are required to provide continued and uninterrupted liability coverage and must provide ODP with updated Certificates as they expire.

B. **Workers Compensation** — Prevention Provider shall obtain and maintain throughout the term of this Agreement workers’ compensation insurance coverage in accordance with the statutory requirement and limits.

C. **Failure to maintain and provide the required certificates of insurance** (both Comprehensive General Liability and Workers’ Compensation) may result in termination of this Agreement.

**Section 6: Assurances**

6.1 **Assurances** – Prevention Provider assures ODP that all activities performed under this grant will conform to the following ODP Substance Abuse Prevention Services program standards:

A. **Assurance of Compliance with Record Keeping/Data Collection Standards**
   The Provider will maintain detailed records on all grant funded activities, which indicate the date, time, number of participants and nature of services delivered under the grant award. Providers will be required to collect evaluation data on all projects and submit that data to ODP via an on-line data management system. Providers delivering direct services will be required to collect and submit survey data on ODP selected program cohorts. These records shall be subject to inspection by ODP. ODP has the right to audit reimbursement requests both before and after payment and to contest any billing or portion thereof.
B. Assurance of Compliance with Idaho State Laws
The Provider must assure ODP of its commitment to abide by all State laws, rules, regulations, and executive orders of the Office of the Governor of the State of Idaho, pertaining to equal opportunity. Pursuant to all such laws, rules, regulations, and executive orders, the Applicant assures ODP that no person in the State of Idaho shall, on the grounds of race, color, religion, sex, national origin, age, or disability, be excluded from employment with or participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity performed under a grant award(s) entered into pursuant to this Grant Agreement.

C. Assurance of Compliance with Parental Consent Policy
The Provider must assure ODP that all activities conducted with Grant Funds to provide services to minors will comply with the Parental Consent Policy (https://prevention.odp.idaho.gov/wp-content/uploads/sites/108/2020/09/FY2021ParentConsentPolicyandForms-1.pdf.) All applicable staff will be fully informed of, and will abide by, the policies and requirements set forth therein.

D. Assurance of Compliance with Charitable Choice Policy

E. Assurance of Compliance with Lobbying Policy
The Provider must assure ODP that lobbying activities will not be conducted using grant funds.

F. Assurance of Compliance with Federal Law regarding Supplanting of Funds
The Provider must assure ODP that Federal Block Grant Funds will not be used to supplant expenditures from other Federal, State, or local sources.

Accepted and Agreed
Prevention Provider Organization/Agency

Signed: ____________________________
Title: ______________________________
Date: ______________________________

Office of Drug Policy

Signed: ____________________________
Title: Director
Date: 10/12/2021
EXHIBIT A
Notice of Award – Program/Project Description
State Fiscal Years 2022-23

GRANT FUNDING ALLOCATION INFORMATION

- Fiscal Agent Name: City Treasurer, City of Hailey
- Prevention Provider Name: Hailey Public Library
- Grant Title: SFY2022-23 Coronavirus Response/Relief Supplemental
- Total 2022-23 Grant Allocation: $22,008.00

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<td>1</td>
<td>Prevention Education – Positive Action – Out of School Hours</td>
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<tr>
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<td>Staff</td>
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<tr>
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<td></td>
<td>20% Administration Fee</td>
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SFY 2022-23 Total Grant Allocation $22,008.00

EXHIBIT B
INITIAL SFY2022-23 SERVICE SCHEDULE

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<tr>
<th>Program</th>
<th>Cohort/Location</th>
<th># Of Units</th>
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<tbody>
<tr>
<td>1</td>
<td>Prevention Education – Positive Action – Out of School Hours</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Program Development, Marketing, and Implementation</td>
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</tr>
<tr>
<td></td>
<td>• Delivery of Positive Action Lessons</td>
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</tr>
<tr>
<td></td>
<td>• Purchase of Program Supplies and Materials</td>
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</table>
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/2021  DEPARTMENT: Admin  DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to adopt Resolution 2021-___, authorizing a contract for services with Ketchum Computers for IT routine maintenance at a cost of $135/hour and IT development at a cost of $165/hour.

AUTHORITY: ☐ ID Code _______ ☐ IAR ___________ ☐ City Ordinance/Code _______
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey entered into a contract with Ketchum Computers for IT services in early 2019. The company does an exemplary job. The attached contract is the same as our previous contract, with a $10/hour increase on the various services provided. It includes a discounted rate for routine maintenance, which if done regularly reduces the need for on-call services. The attached agreement and cost schedule describes the terms of the maintenance and its cost.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

---

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2021-___, authorizing a contract for services with Ketchum Computers for IT routine maintenance at a cost of $135/hour and IT development at a cost of $165/hour.

ACTION OF THE CITY COUNCIL:

Date __________________________

City Clerk ______________________________

FOLLOW-UP:
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH KETCHUM COMPUTERS TO PROVIDE
INFORMATION TECHNOLOGY SERVICE TO THE CITY OF HAILEY

WHEREAS, the City of Hailey requires information technology services for routine
maintenance of its electronic and information systems;

WHEREAS, the City of Hailey wishes to enter into an agreement with Ketchum
Computers to provide these routine services at a reduced rate from their on-call services; and

Whereas, the City of Hailey and Ketchum Computers agree to the terms and conditions
of the agreement, a copy of which is attached hereto.

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

Passed this 8th day of November, 2021.

City of Hailey

___________________________________
Martha Burke, Mayor

ATTEST:

___________________________________
Mary Cone, City Clerk
CONSULTING AGREEMENT

This Agreement, dated as of October 1st, 2021 is between Ketchum Computers, Inc., P. O. Box 5186, Ketchum, ID 83340 ("CONSULTANT"), and City of Hailey, 115 S. Main St. Hailey, ID. 83333 ("CLIENT") collectively (the "parties").

RECITALS

WHEREAS CLIENT desires to retain CONSULTANT to render consulting and advisory services for CLIENT on the terms and conditions set forth in this Agreement and CONSULTANT desires to be retained by CLIENT on such terms and conditions.

NOW, THEREFORE, CLIENT and CONSULTANT agree as follows:

1. Retention of Consultant; Services to be Performed. CLIENT hereby retains CONSULTANT for the term of this Agreement to perform the following consulting services for CLIENT ("Services"): IT consulting

   In rendering Services hereunder, CONSULTANT shall be acting as an independent contractor and not as an employee or agent of CLIENT. As independent contractors, neither CONSULTANT nor CLIENT shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of CONSULTANT or CLIENT, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership. CONSULTANT shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to CONSULTANT under this Agreement.

2. Compensation for Consulting Services. For Services hereunder, CLIENT shall pay to CONSULTANT a fee of $165 per hour. The minimum time to be billed for any one day for work performed at CONSULTANT'S location will be 1/2 hour. The minimum time to be billed for any one day for work performed at CLIENT'S location will be one hour. A fixed rate for maintenance will be billed monthly per attached Exhibit A.

3. Expenses. CLIENT shall reimburse CONSULTANT for all reasonable travel and other out-of-pocket expenses incurred by CONSULTANT in rendering Services hereunder. Travel expenses shall include the cost of any travel by CONSULTANT's vehicle to a location more than 40 miles from CONSULTANT's primary work location in Ketchum, Idaho, the costs of any travel requiring public transportation, the costs of meals, and the costs of necessary lodging. The costs of time required for traveling shall be paid for all time CONSULTANT is away from CONSULTANT'S primary work location, but excluding any time spent on personal business or at a place of temporary lodging. CLIENT shall pay such reimbursement within 30 (thirty) days after receipt of appropriate receipts or documentation of the expenses.

4. Billing. CONSULTANT shall invoice CLIENT when work is completed or on the 1st and 15th of the month for ongoing work, providing a listing of labor terms and expenses. Payment on invoices so provided shall be due no later than thirty (30) days from presentation of invoice.

5. Confidential Information. Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Confidential Information includes any information disclosed by either party (the "Disclosing Party"), to the other party (the "Receiving Party") either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, which is designated as "Confidential," "Proprietary" or some similar designation or should be reasonably understood to be confidential or proprietary in that its unauthorized disclosure would be harmful to the party that owns the information. Information so obtained shall not be divulged, furnished, or made accessible to third parties without the written permission of the other party to this Agreement.

This Agreement shall impose no obligation on the Parties with respect to maintaining the confidence of Confidential Information of the Disclosing Party that: (a) is or becomes generally known or available to the public
other than as a result of a breach of this Agreement by the Recipient; (b) is known by Recipient at the time of disclosure and is not subject to restriction; (c) that is the same as or substantially the same as information independently developed by Recipient; (d) becomes available to Recipient on a non-confidential basis from a third party provided that such third party is not to Recipient’s knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the Disclosing Party; or (e) is required by law, judicial order (subject to an appropriate protective order), or the rules of any nationally-recognized stock exchange on which Recipient’s stock is traded, to be disclosed.

Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over these business matters. Upon termination of this Agreement, the terms of this paragraph shall remain in effect.

6. Software Licensing. It is the sole responsibility of CLIENT to obtain and retain legal licenses for all software.

7. Ownership of Intellectual Property. CONSULTANT grants and assigns to CLIENT all rights to use any work product and to develop, manufacture, market or otherwise commercialize any product based on, directly related to, or directly making use of the Services. CLIENT shall be responsible for verifying any property rights of other parties prior to use of any work product provided under this Agreement. CLIENT acknowledges that the use of any design, advice, drawing, or other service provided by CONSULTANT, its employees and agents does not relieve CLIENT’s responsibility to execute sufficient testing and judgment to ensure that any resulting product is suitable for use in CLIENT’s market.

8. Term and Termination. This Agreement shall be terminated when either party gives at least fifteen (15) days written notice to the other party of the intent to terminate this Agreement. CONSULTANT shall be entitled to receive from CLIENT all fees and expenses incurred up to the date of termination in accordance with the billing procedures set forth in Section 4.

9. Indemnification. CLIENT agrees to indemnify, defend and hold harmless CONSULTANT against any and all loss, liability, expenses and costs (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by CONSULTANT in connection with any threatened, pending, completed or future action suit or proceeding to which CONSULTANT is, or is threatened to be, made a party arising from or related to Services that have been provided hereunder. The terms of this Section 8 are non-revocable and shall survive the termination of this Agreement.

10. Limitations on Liability. Except as a result of gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, punitive, special or consequential damages whatsoever, including without limitation, any such damages for loss for business profits, for business interruption, for personal injury, loss of business information, data loss, damage to reputation or for any other pecuniary or other loss whatsoever. Except as expressly provided herein, there are no warranties, express or implied, by operation of law or otherwise, for any services furnished hereunder.

CONSULTANT DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE.

11. Disputes. Any action based on this Agreement, including disagreement, disputes regarding the terms and conditions, alleged breaches of contract, and remedies under contract, shall be governed by the laws of the State of Idaho and shall be adjudicated exclusively by a court of competent jurisdiction in Blaine County, Idaho. Prior to the filing of any action, the parties agree to mediate in good faith the dispute with the American Arbitration Association (AAA) or any other mutually acceptable mediator. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, costs and other reasonable and related expenses.

City of Hailey Initials __________ Ketchum Computer’s Initials

CONSULTING AGREEMENT - 2
12. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.

(b) Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.

(c) Amendment, Waiver, Modification or Termination. No amendment, waiver or termination or modification of this Agreement shall be binding unless it is in writing and signed by both CONSULTANT and CLIENT and dated subsequent to the date hereof. Performance of work by CONSULTANT and/or acceptance of payment by CONSULTANT for work performed and/or work to be performed for CLIENT beyond the scope of this Agreement does not constitute acceptance by CONSULTANT of amendments or modifications to this Agreement nor shall they be binding. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

(d) Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without prior written consent of the other party.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (d), successors and assigns of the parties hereto.

(f) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, CLIENT and CONSULTANT have executed this Agreement as of the date set forth in the first paragraph.

Date: 11/4/21

Todd Mandeville, Principal
Ketchum Computers, Inc

Date: __________________

City of Hailey

City of Hailey Initials _______ Ketchum Computer's Initials _______
<table>
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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/21

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2021-____, authorizing the Mayor to sign a Notice of Change in Water Right Ownership, in which Marathon Partners conveyed a portion of water right 37-21112 to the City of Hailey. ACTION ITEM

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
In April 2021, Marathon Partners completed a Quitclaim Deed where a portion of Water Right 37-21112 was conveyed to the City. The next step is to submit the Deed and a completed Notice of Change in Water Right Ownership to IDWR to finalize the change in ownership.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle #_____________________________

Budget Line Item #_________ YTD Line-Item Balance $

Estimated Hours Spent to Date: ________ Estimated Completion Date: ________

Staff Contact: ______________________ Phone # ______________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

City Administrator City Attorney Mayor Benefits Committee
City Clerk Planning Treasurer
Building Police Wastewater
Engineer Public Works Water
Fire Dept. P & Z Commission

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to adopt Resolution 2021-____, authorizing the Mayor to sign a Notice of Change in Water Right Ownership, in which Marathon Partners conveyed a portion of water right 37-21112, to the City of Hailey. 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 *Additional/Exceptional Originals to: __________________
Copies (all info.): ____________________ Copies (AIS only)
Instrument # _______________________
CITY OF HAILEY
RESOLUTION NO. 2021-____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING EXECUTION OF A NOTICE OF CHANGE IN WATER RIGHT
OWNERSHIP TO THE CITY OF HAILEY, IN WHICH MARATHON PARTNERS
CONVEYED A PORTION OF WATER RIGHT NO. 37-21112 TO THE CITY OF
HAILEY.

WHEREAS, Marathon Partners has previously completed a Quitclaim Deed to convey a
portion of water right 37-21112, to the City of Hailey.

WHEREAS, the City of Hailey agrees to submit the deed and Notice of Change in Water
Right Ownership for the water right to IDWR, 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 submission of the documents
to IDWR and the Mayor is authorized to execute the attached documents,

Passed this 8th day of November, 2021.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

________________________________
Mary Cone, City Clerk
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check “Yes” in the “Split?” column. If the water right is leased to the Water Supply Bank, check “Yes”. If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
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<tr>
<td>37-21112</td>
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<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

2. Previous Owner’s Name: Marathon Partners LLC
   Name of current water right holder/claimant
   City of Hailey
   New owner(s) as listed on the conveyance document

3. Name connector □ and □ or
   City Hailey
   ID 83333
   State Zip

4. If the water rights and/or adjudication claims were split, how did the division occur?
   □ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   □ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: April 28, 2021

6. Do you own the land identified as the water right place of use? Yes □ No □
   □ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following REQUIRED items:
   □ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   □ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   □ Filing fee (see instructions for further explanation):
     - $25 per undivided water right.
     - $100 per split water right.
     - No fee is required for pending adjudication claims.
   □ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   □ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:
   Signature of new owner/claimant
   Title, if applicable
   Date

   Print name

   Signature:
   Signature of new owner/claimant
   Title, if applicable
   Date

   Print name

   For IDWR Office Use Only:
   Receipted by Date      Receipt No.    Receipt Amt.
   Active in the Water Supply Bank? Yes □ No □
   If yes, forward to the State Office for processing
   W-9 received? Yes □ No □
RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

(Water Rights Quitclaim Deed)

MARATHON PARTNERS, LLC, an Idaho limited liability company ("Grantor"), does hereby convey, release, remise and forever quitclaim to CITY OF HALEY, IDAHO, a municipal corporation, whose address is 115 S. Main St., Hailey, Idaho 83333 ("Grantee"), all of Grantor's right, title and interest in and to the following portion of Idaho Water Right 37-21112:

0.80 cfs for the irrigation of 6.0 acres in the NE1/4NE1/4 of Section 9, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho, and 24.0 acres in the NW1/4NW1/4 of Section 10, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho.

IN WITNESS WHEREOF, Grantor has executed this Water Rights Quitclaim Deed this 28th day of April, 2021.

GRANTOR:

MARATHON PARTNERS, LLC

By: Edmund E. Dumke
Manager

STATE OF IDAHO  
) ss.

County of Blaine  

This record was acknowledged before me on April 28, 2021, by EDMUND E. DUMKE as Manager of Marathon Partners, LLC, an Idaho limited liability company.

WITNESS my hand and official seal.

Name: Colleen D. Weber
Notary Public for Idaho
Residing at Bellevue
My commission expires 3-16-22

WATER RIGHTS QUITCLAIM DEED-1

-24-
30 acres Marathon Partners quitclaimed to the City 4/28/2021, prior to recording the plat for Sunbeam Subdivision on 5/5/2021
# WATER RIGHT REPORT

10/26/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 37-21112

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<thead>
<tr>
<th>Owner Type</th>
<th>Name and Address</th>
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<tbody>
<tr>
<td>Current Owner</td>
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<tr>
<td></td>
<td>PO BOX 3118</td>
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<td>KETCHUM, ID 83340</td>
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<tr>
<td></td>
<td>2087264421</td>
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<tr>
<td>Attorney</td>
<td>JAMES P SPECK</td>
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<td>C/O SPECK &amp; AANESTAD</td>
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<td>4540 CAMPUS DR</td>
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<td>NEWPORT BEACH, CA 92660</td>
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<td>7148528600</td>
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<td>HAILEY, ID 83333-8425</td>
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Original Owner | GREGG K STURTEVANT
PO BOX 2924
KETCHUM, ID 83340-2924
2087882462

Priority Date: 03/24/1883
Basis: Decree
Status: Active

Source | Tributary
BIG WOOD RIVER | MALAD RIVER

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<th>Beneficial Use</th>
<th>From</th>
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Location of Point(s) of Diversion:

BIG WOOD RIVER | SWNW | Sec. 20 | Township 03N | Range 18E | BLAINE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BLAINE County

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Total Acres: 52

Conditions of Approval:

1. P21 This right is a split from former right 37-12818A.
2. Right 37-12818A is a split from former right 37-577.
3. A portion of this water right is used for conveyance.
4. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:
Licensed Date:
Decreed Date: 03/02/2012
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector:
Water District Number: 37
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False
State of Idaho  
Department of Water Resources  

Water Right  
37-21112

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/21  DEPARTMENT: PW  DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2021-___, authorizing Task Orders #7 and #8 with HDR Engineering, in the amounts of $31,750 and $44,970 respectively, for preparation of procurement documents for Woodside WRF Ultraviolet (UV) Equipment Installation Design and Headworks Preliminary Engineering Report (PER). ACTION ITEM

AUTHORITY: ☐ ID Code _________  ☐ IAR ___________  ☐ City Ordinance/Code ___________  (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Wastewater Division has been working with HDR Engineering on the recently completed Wastewater Facility Planning Study. Task order #7 in the amount of $31,750, is an amendment to the original Facility Planning Study for design engineering services related to replacement of the ultraviolet disinfection equipment. Task #8 is for the preparation of a Preliminary Engineering Report (PER) defining the upgraded Headworks, associated costs, and an implementation schedule. The original Wastewater Facility Plan agreement with HDR is for a fee of $109,410. Amendments #7 and #8 brings the fee to the total of $266,270.

The work is identified in the Facility Planning Study under section 4. Below is a table of project priorities and costs.

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<th>Capital Cost</th>
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<tr>
<td>PLC/Control Upgrades and Replacement</td>
<td>$815,000</td>
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<tr>
<td>Electrical Upgrades</td>
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<tr>
<td>Influent Pump Station / Flow Meter</td>
<td>$126,000</td>
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<tr>
<td>UV Disinfection / Ultrasonic Level / Flume</td>
<td>$659,000</td>
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<tr>
<td>Chem Dosing Pumps</td>
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</tr>
<tr>
<td>Headworks Upgrade (Screens, grill, new building)</td>
<td>$1,797,000</td>
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<tr>
<td>Solids: Mixing Pumps (P-12-21/22/23)</td>
<td>$312,000</td>
</tr>
<tr>
<td>Batch Tank Mixers</td>
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</tr>
<tr>
<td>Subtotal</td>
<td>$4,079,000</td>
</tr>
</tbody>
</table>

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #

Budget Line Item #: ___________________________  YTD Line Item Balance: ___________________________  Estimated Completion Date: ___________________________

Staff Contact: ___________________________  Phone #: ___________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

☐ City Administrator  ☐ City Attorney  ☐ City Clerk  ☐ Building  ☐ Engineer  ☐ Fire Dept.

☐ Library  ☐ Mayor  ☐ Planning  ☐ Police  ☐ Public Works  ☐ P & Z Commission

☐ Benefits Committee  ☐ Streets  ☐ Treasurer  ☐ Wastewater

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2021-___, authorizing Task Orders #7 and #8 with HDR Engineering, in the amount of $31,750. And 44,970 respectively, for preparation of procurement documents for Woodside WRF Ultraviolet (UV) Equipment Installation Design and Headworks Preliminary Engineering Report (PER). 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 *Additional/Exceptional Originals to: ________________
Copies (all info.): Copies (AIS only)
Instrument # ________________________
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AMENDMENTS #7 AND #8 WITH HDR ENGINEERING, IN THE
AMOUNTS OF $31,750. AND $44,970 RESPECTIVELY, FOR PREPARATION OF
PROCUREMENT DOCUMENTS FOR THE UV EQUIPMENT INSTALLATION AND
DESIGN, AND HEADWORKS PRELIMINARY ENGINEERING REPORT,

WHEREAS, the City of Hailey requires engineering services related to update the City’s
Wastewater Facility Plan,

WHEREAS, the City of Hailey has an existing agreement with HDR Engineering to
provide the engineering services,

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

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

Passed this 8th day of November, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk
TASK ORDER #07

This Task Order pertains to an Agreement by and between City of Hailey, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated March 12, 2019, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: Amendment #07

PROJECT NAME:
Hailey Wastewater Facility Planning Study

PART 1.0 AMENDMENT DESCRIPTION:
Preparation of Procurement Documents for Woodside WRF Ultraviolet (UV) Disinfection Equipment Installation Drawings and Specifications.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:
See Exhibit A.

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:
December 2021 – March, 2022

PART 5.0 ENGINEER’S FEE:
See Exhibit A for breakdown.

| Original Fee: Facility Plan      | $109,410.00    |
| Amendment #01: Generator Sizing | $ 5,000.00    |
| Amendment #02: Compost Plan     | $12,240.00    |
| Amendment #03: Generator Install| $17,550.00    |
| Amendment #04: PLC Design       | $ 9,850.00    |
| Amendment #05: Generator SDC    | $21,100.00    |
| Amendment #06: UV Equipment Procurement | $14,400.00 |
| Amendment #07: UV Equipment Installation Design | $31,750.00 |
| Revised Total Fee:              | $221,300.00    |

PART 6.0 OTHER: N/A
This Task Order is executed this _________ day of November, 2021.

CITY OF HAILEY                      HDR ENGINEERING, INC.
“OWNER”                               “ENGINEER”
BY:                                    BY: ________________________________
NAME: ________________________________ NAME: Kate Eldridge
TITLE: ________________________________ TITLE: Vice President
ADDRESS: City of Hailey              ADDRESS: HDR
        115 Main Street S., Ste H      412 E. Parkcenter Blvd,#100
        Hailey, ID 83333              Boise, ID 83706
EXHIBIT A

SCOPE OF SERVICES
UV Disinfection Equipment Installation Design

Background and Existing Conditions
The Woodside Water Reclamation Facility (WRF) recently completed a Wastewater Treatment Facility Planning Study (FPS) to define the upgrades required over a future 20-year planning period. The FPS identified the existing ultraviolet (UV) disinfection equipment (installed in year 2000) as one of the necessary equipment upgrades. The disinfection of the treated water is a final critical step prior to discharge into the Big Wood River.

The new UV disinfection equipment procurement was defined by work associated with Amendment #06. This Amendment #07 provides the City with bidding documents for a General Contractors to install the pre-purchased UV equipment. The WRF has two existing concrete UV channels that will be reused with the new equipment.

Our approach for upgrading the UV system consists of three parts: UV equipment procurement (Amendment #06), designing the UV equipment installation (Amendment #07) and a future services-during-construction amendment. This scope of work addresses the second engineering step, the preparation of bidding documents for the installation of the Owner Furnished UV equipment to fit within the existing channels.

This Scope of Services for Amendment #07 provides:

• confirmation the low UV equipment bidders lamps and control gates fit into the existing channels,

• preparation of installation drawing and specification defining:
  o UV equipment layout plan in the two channels and any modifications to channels (preliminary investigation indicates 6” narrower channels required),
  o construction phasing to maintain disinfection during construction (installation in one channel while maintaining disinfection in the other),
  o construction details for the vendor supplied system controlling water level,
  o and installation design for UV system electrical and PLC controls within the existing electrical and upgraded control system.

• answering equipment bidder questions,

• preparation of addendum(s),

• review of bid information,

• and written recommendation to Council and Mayor for award.
TASKS

Task 100 – Project Management:

- Budget Status Monitoring: Monitor the project work to complete the overall Project, the budget expended, the estimated cost of the work remaining, and the estimated cost at completion. Inform Hailey of budget status through the monthly invoices, provide invoice progress reports and progress conference calls. Manage activities within overall total Project budget. Develop and Execute the Quality Assurance/Quality Control (QA/QC) Plan.

Assumptions
- Brief (30 minute) updates on the project status every 2 weeks
- Duration of the project 12 weeks
- Invoices over 4-month period

Task 200 – UV Equipment Installation Document Preparation:

- Provide drawings of existing UV channels
- Determine the methods of channel level control and how they fit in the existing channel system.
- Determine the equipment power and controls is compatible with existing electrical/controls system
- Using shop drawings from the UV equipment supplier to determine:
  - Modified channel dimensions
  - New water level control system
  - Electrical requirements
  - Control requirements and integration into newly upgraded control system
- Provide contract drawings showing modification to the existing channels and details for the water control gate installation. Approximate sheet count shown below.
  - Cover sheet, index to drawings, project location
  - Standard Legend Sheets – abbreviations, structural, mechanical
  - Channel Plan
  - Channel Sections
  - Miscellaneous Details
  - Electrical and Control Legend and Notes
  - Single Line and Network Diagram
  - Electrical and Control Plan Sheet
- Provide specifications as detailed below:
  - Division 00 – Procurement and Contracting Requirements
    - Advertisement
    - Instructions to Bidders
    - Bid Form
    - Bid Bond
    - Agreement
    - Notice of Award
    - Notice to Proceed
    - Performance and Payment Bonds
- Standard General Conditions
- Supplementary Conditions
- Division 01 – General Requirements
  - Summary of Work
  - Product Substitutions
  - Schedule of Values
  - Submittals
  - Environmental Protection and Special Controls
  - Product Delivery, Storage, and Handling
  - Mobilization and Demobilization
  - Demolition, Cutting, and Patching
  - System Startup
  - Contract Closeout
- Division 03 – Concrete
  - Concrete Repair and Rehabilitation
  - Concrete Testing and Inspection
  - Formwork
  - Anchorage to Concrete
  - Reinforcement
  - Concrete, Materials, and Proportioning
  - Concrete Mixing, Placing, Jointing, and Curing
  - Concrete Finishing and Repair of Surface Defects
- Division 26 – Electrical
- Division 46
  - Ultraviolet (UV) Disinfection Equipment (shop drawings)

**Deliverables**
- Contract documents (drawings and specifications) for installation of the Owner Furnished UV System in pdf and WORD format.

**Task 300 – UV Equipment Installation Bidding Process:**
- Send bidding documents to potential General Contractors (GC)
- Answer GC (bidder) questions
- Issue addendums to clarify contractual or technical questions
- Review bids proposals
- Provide bid award recommendation

**Deliverables**
- Addendums in pdf format.
- Written bid summary and Council/Mayor award recommendation

**Additional Services Not Part of this Scope**
Additional service can be provided upon request. The following provides a list of exclusions or situations not included, but not limited to:
- No site visits budgeted.
Providing services during the construction phase (including but not limited to: submittal drawings, RFI’s, changes, startup, commissioning, etc.) to be supplied as the third phase of UV engineering work.

Providing any other services not otherwise included in the agreement or not customarily furnished in accordance with generally accepted engineering practices.

**Overall Project Schedule**

- Amendment #07 authorization – November, 2021
- Bidding Documents complete – March 2022
- Bidding Period – April 2022
- Bid Award – May 2022
- Notice to Proceed (NTP) – June 2022

**Fee Estimate**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 100 - Project Management</td>
<td>$4,825</td>
</tr>
<tr>
<td>Task 200 – UV Equipment Installation</td>
<td>$22,500</td>
</tr>
<tr>
<td>Bidding Documents</td>
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</tr>
<tr>
<td>Task 300 – Bidding Period</td>
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<tr>
<td>TOTAL</td>
<td>$31,750</td>
</tr>
</tbody>
</table>

Time and expenses, not to exceed $31,750 without written authorization.
TASK ORDER #08

This Task Order pertains to an Agreement by and between City of Hailey, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated March 12, 2019, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: Amendment #08

PROJECT NAME:
Hailey Wastewater Facility Planning Study – Headworks PER

PART 1.0 AMENDMENT DESCRIPTION:
Preparation of PER defining the upgraded Headworks, associated costs, and implementation schedule.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:
See Exhibit A.

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:
November 2021 – April, 2022

PART 5.0 ENGINEER’S FEE:
See Exhibit A for breakdown.

<table>
<thead>
<tr>
<th>Original Fee</th>
<th>$109,410.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment #01: Generator Sizing</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>Amendment #02: Compost Plan</td>
<td>$12,240.00</td>
</tr>
<tr>
<td>Amendment #03: Generator Install</td>
<td>$17,550.00</td>
</tr>
<tr>
<td>Amendment #04: PLC Design</td>
<td>$9,850.00</td>
</tr>
<tr>
<td>Amendment #05: Generator SDC</td>
<td>$21,100.00</td>
</tr>
<tr>
<td>Amendment #06: UV Equipment Procurement</td>
<td>$14,400.00</td>
</tr>
<tr>
<td>Amendment #07: UV Equipment Installation Design</td>
<td>$31,750.00</td>
</tr>
<tr>
<td>Amendment #08: Headworks PER</td>
<td>$44,970.00</td>
</tr>
</tbody>
</table>

Revised Total Fee: $266,270.00

PART 6.0 OTHER: N/A
This Task Order is executed this _________ day of November, 2021.

CITY OF HAILEY  
“OWNER”

BY:  
NAME:   
TITLE:   
ADDRESS:  

HDR ENGINEERING, INC.  
“ENGINEER”

BY:  
NAME:  Kate Eldridge
TITLE:  Vice President
ADDRESS:  

Hailey, ID 83333  
115 Main Street S., Ste H  
Boise, ID 83706
This Task Order pertains to a Master Services Agreement by and between City of Hailey (Hailey), Idaho, and HDR Engineering, Inc. (“HDR”), dated _________________, _______ ("the Agreement"). HDR shall perform services on the project described below and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the technical services described below.

Background

The City of Hailey owns and operates a wastewater treatment facility (water reclamation facility or WRF) that serves Hailey residents and businesses. The plant consists of screening, grit removal, aeration/settling basins, filters, UV disinfection, aerated biosolids storage and biosolids dewatering. The liquid side plant components were constructed in 2000. The solids handling plant components were constructed in 2016.

A Facility Planning Study (FPS) for the WRF was completed in 2020 defining the upgrades necessary in the future. The FPS recommends periodic upgrades to maintain function, accommodate growth, and achieve discharge compliance. A summary of the near term upgrades (next 5 years) and fiscal year for implementation are shown below.

- Plant-wide Standby Generator: 2019 and 2020 (completed)
- PLC/Control System Upgrade: 2021 (in progress)
- UV Replacement Equipment Purchase: 2022 (procurement in January and delivery June)
- UV Replacement Equipment Installation: 2022 (bidding summer 2022)
- Headworks Preliminary Engineering Report (PER)/Detailed Design: 2022
- Headworks Upgrade: 2023/2024
- Biological System Upgrade: 2025 – 2028

This scope of work involves the preparation of a PER defining the upgraded Headworks, associated costs, and an implementation schedule.
Proposed Scope of Services

General
This scope of services will provide Hailey with a PER for improvements to the headworks including: screening, screenings washing/compaction, and grit removal. This task includes preliminary engineering services that:

- review the various types and brands of screens and washers available,
- recommend screen opening size required for future membrane treatment,
- provide screening/washer mechanical preliminary layout,
- recommend upgrades to grit removal,
- recommend headworks building materials of construction,
- provide headworks building general layout (and elevation views),
- discuss HVAC related to NFPA 820 and electrical classification (Standards for Fire Protection in Wastewater Treatment and Collection Facilities),
- provide preliminary concepts on plumbing/electrical/controls,
- provide budget level opinion of the probable construction cost,
- discuss construction phasing to prevent lapses in treatment, and
- develop an implementation plan and schedule.

The proposed detailed scope of services includes the following tasks.

Task 100: Project Management

Objective
Objectives: Manage the predesign phase of the project to meet schedule, coordinate and collaborate effectively with Hailey personnel, and meet quality and cost objectives.

HDR Subtasks
- Communicate to the City and the project team through telephone calls, and email communications.
- Monitor team scope, budget, and schedule; delegate task assignments and responsibilities by discipline; and coordinate issues with City’s Project Manager.
- Up to four (4) 1-hour monthly conference calls between HDR project manager and key staff with the City of Hailey for information exchange and project updates.
- Prepare monthly progress reports and invoices that summarize the work progress to date, budget expenditures to date, and identify information requirements or decisions that need to be made by the City.
- Provide review of criteria and concepts being applied to the services in this task order.
• Prepare agenda and notes for meetings.

City Involvement
• Interface with Consultant on project issues.

Assumptions
• Monthly progress reports for the duration of the project, up to 4 months.
• If the scope changes during the life of the project, modification to the original contract agreement will be required per the terms and conditions of the agreement.
• Invoice format will follow standard format by the Consultant.
• Direct expenses for travel, printing, photocopying, and telephone conferences will be billed to owner.

Deliverables
• Progress reports and invoices (e-mail and 1 hard copy each month).
• Meeting agenda and notes (electronic file in .pdf format transmitted via e-mail).

Task 200: Preliminary Engineering

Objective
Establish the preliminary engineering requirements for the screening improvements that meet the requirements per Idaho Code (IDAPA 58.01.16 Section 411: Facility and Design Standards for Municipal Wastwater Treatment or Disposal Facilities – Preliminary Engineering Reports).

Approach
• Project kick-off meeting shall be held by a web based conference call with City staff. The meeting will discuss project concepts and provide HDR with direction on the headworks project objectives.
• Once treatment equipment has been identified that best serves the project objectives, HDR shall provide locations and contact numbers to Hailey for independent review of the equipment performance and operations. The City staff may want to visit existing headworks facilities with the recommended equipment. The selection of the locations shall be determined by Hailey. Cost of visits by City staff shall be borne directly by the City.
• Prepare a Preliminary Engineering Report (PER) to define the project with a unified design concept to allow development of a Class 3 opinion of probable construction cost (-15%, +30%). Submit the PER to Idaho Department of Environmental Quality (IDEQ) for review and approval. Anticipated components of the PER are as follows:
o Establish and document the design criteria, including:
  - Flows and loads to the screen
  - Disposal requirements
  - Reliability and redundancy requirements per the Idaho code.
  - Architectural and Electrical Code Reviews (NFPA 820)
o Identify and evaluate screening opening size options, screen equipment manufacturers and washer/compactor. Identify and evaluate grit removal options. Provide a summary of the pros and cons of the various types of screens and grit removal.
o Develop mass balance and process flow diagram for the screen. The mass balance will estimate the added screenings due to smaller openings and the reduced volume due to cleaner, drier screenings.
o Develop preliminary process design including:
  - Summary of unit process design criteria and projected operating conditions.
  - Process flow diagram.
  - Bypass screen evaluation, manual vs. mechanical (existing).
  - Hydraulic grade line through screens and grit removal.
  - Process narrative for screen/screenings washer and grit removal.
o Develop preliminary site and civil design including:
  - Site plan showing new and existing structures.
  - Preliminary yard piping plan (major piping systems).
o Develop preliminary structural and architectural design including:
  - Footprints and sections of major structures showing equipment.
  - Structural and architectural design concepts, including materials of construction, wall sections, roofing type,
  - Elevation views.
  - Structure dimensions.
o Develop preliminary process mechanical design including:
  - Sizing of major equipment.
  - Preliminary equipment lists and data sheets for major equipment.
  - Equipment layouts, including major piping and valves.
  - Equipment access and hoisting plan.
- Piping material selection.
- HVAC and odor control criteria.
- Utility requirements.
  - Develop preliminary electrical design including:
    - NFPA 820 code review.
    - Preliminary electrical load list.
    - Electrical service requirements.
    - Standby power requirements.
    - Electrical power one-line diagram.
  - Develop preliminary instrumentation and control design including:
    - Control philosophy.
    - Process control descriptions.
    - Preliminary Process and Instrumentation Diagram (P&ID) drawings for headworks area (raw wastewater pump station, screen/washer and grit removal).
  - Develop preliminary implementation and procurement plan including:
    - Preliminary construction schedule.
    - Equipment procurement plan including potential sole-source, pre-purchase, pre-qualification or base-bid candidates.
- Prepare for and participate in the draft report review meeting to solicit input from the City regarding the preliminary engineering report following a two-week City review period.
- Develop preliminary opinion of probable construction cost (OPCC). The OPCC will be based on approximate 30 percent project definition.
  - Provide additive/deductive alternatives to account for City-performed work.
- Following the report review meeting, address comments from the City and finalize the draft preliminary engineering report for submission by Hailey to IDEQ.

**City Involvement**
- Provide operational data (flow) upon notice to precede (NTP) for the previous 24 months of plant operations to confirm flows remain consistent with Facility Planning Study.
- Record drawings of existing plant structures and equipment arrangements will be provided by the City at or before NTP.
- Provide geotechnical reports and final foundation design recommendations at or before NTP.
• Provide survey and topographic mapping information of project site in AutoCAD .dwg format at or before NTP.

• Participate in four (4) conference call review meetings.

• Perform a timely review of information and will provide a single set of reconciled review comments. Consultant schedule includes an allowance of up to two (2) weeks for Owner review of the PER. Any duration longer than this will result in Consultant schedule adjusting accordingly.

• Submit final Preliminary Engineering Report to IDEQ.

Assumptions

• Four conference call meetings will be held during the course of the preliminary engineering with Hailey staff (1 hour duration).

• References to the approved Facility Planning Study will be used in the Preliminary Engineering Report (following IDAPA Wastewater Rules).

• Engineer will prepare and distribute review meeting minutes.

• Potholing of underground piping and utilities will not be required.

• A plant-wide process flow diagram will not be prepared, only the headworks portion.

• Consultant’s quality assurance manual and design delivery manual will provide the basis of the quality control program.

• Preliminary cost opinion will be for budgetary planning purpose to support project funding requests. Consultant will provide a range of accuracy based upon AACE International Recommended Practice No. 17R-97, Class 3, 10 to 40 percent project definition, +30% to -15% Range of Accuracy.

• Direct expenses for travel, printing, photocopying, and telephone conferences will be billed to owner.

• The draft PER review meeting will include one trip to Hailey for the review meeting, estimated duration three (3) hours. One HDR engineer (project manager) will attend the meeting. Labor and expenses assume the meeting will be completed in one work day.

• IDEQ comments on the PER are anticipated to require no more than two (2) hours for response to comments (no face-to-face IDEQ meetings are included in this scope).
Deliverables

- Review meeting agendas and prepare minutes (electronic file in .pdf format transmitted via e-mail) for the kick-off web meeting, the four conferences calls (monthly) and the draft PER review meeting (at Hailey).
- Draft Preliminary Engineering Report to City in WORD format transmitted via e-mail for comments in Track Changes mode.
- Final Preliminary Engineering Report (electronic file in .pdf format transmitted via e-mail)

PROJECT SCHEDULE

ENGINEERING SERVICES
PRELIMINARY ENGINEERING REPORT (PER)
HEADWORKS SYSTEM IMPROVEMENTS
CITY OF HAILEY, IDAHO

The project schedule for performing the task order is as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1</strong></td>
<td><strong>Schedule</strong></td>
</tr>
<tr>
<td></td>
<td>(Assuming NTP November 22, 2021)</td>
</tr>
<tr>
<td>Task 100: Project Management</td>
<td>Throughout the duration of Preliminary Engineering Project</td>
</tr>
<tr>
<td>Task 200: Preliminary Engineering</td>
<td>November 23, 2021 through March 22, 2022*</td>
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<tr>
<td>Monthly conference call</td>
<td>Week of December 15th</td>
</tr>
<tr>
<td>Monthly conference call</td>
<td>Week of January 17th</td>
</tr>
<tr>
<td>Monthly conference call</td>
<td>Week of February 14th</td>
</tr>
<tr>
<td>Draft PER report review meeting</td>
<td>Week of March 14th</td>
</tr>
<tr>
<td>Final conference call and Delivery of Final PER</td>
<td>Week of April 11th</td>
</tr>
</tbody>
</table>

*This schedule is based upon an assumed notice to proceed. If the notice to proceed is delayed, the project schedule will shift the corresponding number of calendar days.
The estimated cost to complete this Scope of Services is presented in the table below.

<table>
<thead>
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<th>Task</th>
<th>Budget</th>
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<td>Task 100: Project Management</td>
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<td>Task 200: Preliminary Engineering</td>
<td>$38,220</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$44,970</strong></td>
</tr>
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</table>

HDR will invoice the City of Hailey for professional services described in this Proposal on a time and materials basis. For the activities described in the Scope of Services, HDR estimates a professional services fee of not to exceed the amounts described in the table above without written authorization from the City.

This Task Order is executed this __________ day of November, 2021.

City of Hailey, Idaho HDR Engineering Inc.

“OWNER” “ENGINEER”

BY: ________________________ BY: ________________________

NAME: ________________________ NAME: ________________________

TITLE: ________________________ TITLE: ________________________

ADDRESS: ________________________ ADDRESS: ________________________

END OF TASK ORDER
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/2021  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT: Approval and authorization of the mayor’s signature on Resolution 2021-_______, for a Planned Unit Development (PUD) Agreement for River Street Townhomes. A PUD Application for twelve (12), three-story single-family townhomes was approved on October 25, 2021. Consideration of Resolution 2021-______, a resolution authorizing a development agreement, was continued to November 8, 2021.

AUTHORITY: □ ID Code __________ □ IAR __________ □ Hailey Municipal Code Title 17, PUD (IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The City Council approved the PUD Application for River Street Townhomes on October 25, 2021. The Council considered Resolution 2021-______, of the associated PUD Development Agreement; however, continued the item to November 8, 2021, as minor edits to the Development Agreement were requested. A redlined version and clean version of the Development Agreement are attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>YTD Line-Item Balance $</th>
<th>Caselle #</th>
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<table>
<thead>
<tr>
<th>Estimated Hours Spent to Date:</th>
<th>Estimated Completion Date:</th>
</tr>
</thead>
</table>

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve and authorize the mayor’s signature on Resolution 2021-_______, for a Planned Unit Development (PUD) Agreement for River Street Townhomes. A PUD Application for twelve (12), three-story single-family townhomes was approved on October 25, 2021.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator __________  Dept. Head Attend Meeting (circle one) Yes ☑  No ☐

ACTION OF THE CITY COUNCIL: Motion to approve and authorize the mayor’s signature on Resolution 2021-_______, for a Planned Unit Development (PUD) Agreement for River Street Townhomes. A PUD Application for twelve (12), three-story single-family townhomes was approved on October 25, 2021.

Date ________________
City Clerk ____________________________

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

--51--
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A DEVELOPMENT AGREEMENT WITH CK PROPERTY GROUP,
LLC REGARDING RIVER STREET TOWNHOMES PLANNED UNIT
DEVELOPMENT

WHEREAS, the City of Hailey desires to enter into a Development Agreement with CK Property Group, LLC regarding the River Street Townhomes Planned Unit Development; and

WHEREAS, the City of Hailey agrees to the terms and conditions of 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 RIVER STREET TOWNHOMES PLANNED UNIT DEVELOPMENT AGREEMENT.

Passed this 8th day of November, 2021.

City of Hailey

________________________
Martha Burke, Mayor

ATTEST:

________________________
Mary Cone, City Clerk
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
CK Property Group, LLC
1513 Jonson Ferry Rd., Suite T-20
Marietta, GA 30062

(Space Above Line For Recorder’s Use)

PLANNED UNIT DEVELOPMENT AGREEMENT
(River Street Townhomes)

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (“Agreement”) is made this _____ day of __________, 2021 (“Agreement Date”), by and between the CITY OF HAILEY, IDAHO, a municipal corporation (“City”), and CK PROPERTY GROUP, LLC, a Georgia limited liability company (“Owner”). City and Owner may be referred to in this Agreement individually as a “Party” or collectively as the “Parties”, as warranted under the circumstances.

RECITALS

A. City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve planned unit developments and the power to contract. This Agreement is a collaboration between the Parties that will provide mutual benefit for the Parties and residents of the City of Hailey.

B. Owner owns real property within the municipal boundary of the City of Hailey commonly known as 410 North River Street, which is legally described on Exhibit A, attached hereto and incorporated herein (“Property”).

C. Pursuant to Application No. [insert], on the [insert] day of [insert] On November 8, 2021, City adopted certain Findings of Fact and Conclusions of Law (“Findings”) approving the subdivision of the property and approved a Planned Unit Development application and a subdivision application on the Property allowing the Property to be developed as a twelve (12) unit residential townhome project (“Project”) as specified in the River Street Townhome PUD Development Plan (“PUD Development Plan”). In connection with City’s approval of the Project, City adopted certain Findings of Fact and Conclusions of Law (“Findings”). The Findings, including all applicable conditions of approval, are attached hereto and incorporated herein as Exhibit B, and the PUD Development Plan is attached hereto and incorporated herein as Exhibit C.

D. City desires Owner to develop the Property in conformity with the Findings, the PUD Development Plan, and pursuant to Chapter 17.10 of the Hailey Municipal Code (“HMC”) and other applicable ordinances and regulations unless specifically modified in this Agreement.
F. City has the capacity to provide essential services to the Project, including, water, sewer, and emergency services.

G. City has held all required public hearings and public meetings for consideration and approval of the Project and this Agreement.

H. City and Owner desire to enter this Agreement for the purpose of fulfilling the requirement of HMC §17.10.050.05 and to establish certain rights and obligations of the Parties with regard to the development of the Property, including the use, development, HMC modifications granted and amenities provided.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree as hereinafter provided.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement as though set forth in their entirety.

2. Development. This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement. The Property may be developed in substantial conformance with the PUD Development Plan as a twelve (12) unit residential development comprised of single family townhomes. The uses allowed pursuant to this Agreement are those uses allowed under HMC and specified herein.

3. HMC Modifications. As set forth in the Findings, City’s planned unit development approval granted the following modifications from the HMC: (i) the Project need not provide 10% open space (modification of HMC § 17.04R.060(B)); and (ii) the Project need not make any park dedication or payment-in-lieu of dedication (modification of HMC § 16.04.110(A)(1)).

4. Planned Unit Development Amenities. The Project provides community benefits through the provision of affordable housing as follows:

4.1. Developer will designate any two (2) of the twelve (12) single-family residential units (the “Affordable Units”) as affordable to families with an annual family income equal to 100% of the annual Area Median Income for Blaine County, Idaho for a family size of four (4) as published by the U.S. Department of Housing & Urban Development as of 2021 (“Affordability Target”).

4.2. The Purchase Price for each Affordable Unit will be Three Hundred Seventy-Five Thousand Sixty-One Dollars ($375,061.00) (“Purchase Price”), which was calculated by the Parties to be affordable to families with a family income equal to the Affordability Target.

4.3. In order to provide City with notice of the impending completion of the Affordable Units, Developer shall provide City with sixty (60) days written notice in advance of scheduling final building occupancy inspections for the Affordable Units. This notice shall also be provided to the Blaine County Housing Authority, an independent public body, corporate and politic created by Blaine County, Idaho (“BCHA”).
4.4. Not later than thirty (30) days after City’s issuance of a certificate occupancy for each Affordable Unit, Developer will offer to sell the Affordable Units to City on Developer’s then current standard terms at the Purchase Price. City will have fifteen (15) days after receipt of the offer to accept the offer and purchase one or both of the Affordable Units. City, following acceptance of the offer to purchase one or both of the Affordable Units, may assign an accepted offer to any employee of the City at City’s discretion. If City does not accept the offer within the 15-day period (or City fails to close on an accepted offer for any reason), then City’s rights under this Section 4.3 will automatically terminate.

4.5. If City’s purchase rights under Section 4.3 terminate for any reason, or if City only elects to purchase one (1) of the Affordable Units, then not later than thirty (30) days after such termination of the City’s rights, Developer will offer to sell the remaining Affordable Unit(s) to the Blaine County Housing Authority, an independent public body, corporate and politic created by Blaine County, Idaho (“BCHA”) on Developer’s then current standard terms at the Purchase Price. BCHA will have fifteen (15) days after receipt of the offer to accept the offer. If BCHA does not accept the offer within the 15-day period (or BCHA or its assignee fails to close on an accepted offer for any reason), then BCHA’s rights under this Section 4.4 will automatically terminate.

4.6. If BCHA accepts an offer to purchase an Affordable Unit, then BCHA may assign an accepted offer to any family that BCHA determines to have an annual income that is not less than 90% of the Affordability Target and that does not exceed 110% of the Affordability Target (a “Qualified Buyer”). The assignment must provide that the Affordable Unit(s) will be subject to a protective covenant prepared by BCHA, with the specific approval by City, for the benefit of BCHA, in order to preserve the affordability of the deed restricted Affordable Unit(s) (in the event of any sale or lease thereof) for a period of forty (40) years (the “Affordability Covenant”). The Affordability Covenant shall be perpetual in nature, subject to BCHA’s discretion to terminate for good cause, and shall restrict leasing of the Affordable Units to one (1) year or less. The Affordability Covenant shall be recorded against the Affordable Unit at closing.

4.7. If BCHA’s rights under Section 4.4 terminate for any Affordable Unit for any reason, then Developer will have the right to sell the Affordable Unit(s) to any purchaser at market rates.

4. Development Schedule. The Parties anticipate that construction on the Property in furtherance of the Project will commence in 2023. If construction has not commenced on the Project by the end of 2023, Owner shall seek an extension pursuant to HMC § 17.10.050.06(C). Commencement of construction means any and construction activity on the Property in furtherance of the Project, including, but not limited to, earth work and utility work.

5. Ownership and Maintenance of Common Areas. All common area within the Project shall be owned and maintained by an Idaho non-profit corporation organized as the River Street Townhomes Home Owners Association (“HOA”), who will manage the Property and Project
in accordance with the HOA’s governing documents, including, but not limited to, the HOA’s bylaws and a declarations of covenants, conditions, and restrictions recorded against the Property by the Owner (the “CC&Rs). To preserve the affordability of the Affordable Units, the CC&Rs shall limit the regular assessments levied against the Affordable Units by including the following in the CC&Rs: “Notwithstanding anything to the contrary contained in this declaration, once the all lots have been sold, regular assessments against the Affordable Units shall not increase by more than five percent (5%) over the regular assessments against the Affordable Units for the prior fiscal year.”

6. **Water Use and Conservation.** Potable water and water for irrigation of the Property, including all common area and individual residential lots, shall be provided by City municipal water services. All landscaping design and irrigation practices on the Property and within any irrigated right-of-way improved as part of the Project shall be consistent with the City’s Water Conservation Landscaping Guidelines, including, but not limited to, use of xeriscape grasses and native drought tolerant plants and vegetation. Irrigation systems shall use EPA WaterSense controllers and heads or other equivalent water conservations controllers and heads.

7. **No Other Conditions of Approval.** City has determined that except as set forth in the Findings and this Agreement, no other conditions need be attached to the Project to mitigate potential adverse impacts to the City’s infrastructure, to further the City’s land use policies or ensure the benefits and amenities to be derived from the Project.

8. **Conditions to Owner’s Obligations.** Owner’s obligations hereunder are expressly conditioned upon it obtaining approval of and receiving funding for the Project in amounts and on terms and conditions acceptable to Owner. If Owner is unable to secure acceptable funding for the Project, Owner may elect either to waive the unsatisfied condition or contingency by commencing construction of the Project improvements or terminate this Agreement by giving written notice of such termination to City.

9. **Term.** The term of this Agreement shall be perpetual, subject to conditions above and Owner’s right to terminate.

10. **Miscellaneous Provisions.**
   a) **Police Powers.** Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey’s Zoning Ordinance, Hailey's Subdivision Ordinance, and Planned Unit Development requirements for the Property.

   b) **Amendment.** This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties.

   c) **Specific Performance.** In the event of an uncured breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either Party. All remedies shall be cumulative.
d) **Attorney’s Fees.** In the event either Party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other Party all reasonable attorney’s fees incurred, whether or not litigation is actually instituted or concluded.

e) **Notices.** All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Hailey  
115 Main Street South, Suite H  
Hailey, ID 83333  
Attn: Community Development Director  
Email: lisa.horowitz@haileycityhall.org

Notices given to Owner shall be addressed as follows:

CK Property Group, LLC  
1513 Jonson Ferry Rd. Suite T-20  
Marietta, GA 30062  
Attn: Kevin Cablik  
Email: kevincablik@gmail.com

Notices given to BCHA shall be addressed as follows:

Blaine County Housing Authority  
191 Sun Valley Road  
Ketchum, ID 83340  
Attn: Nathan Harvill  
Email: nharvill@bcoha.org

A Party may change the address to which further notices are to be sent by notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

g) **Relationship of Parties.** It is understood that the contractual relationship between City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.

h) **Successors and Assigns; Covenant Running with the Land.** This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and are hereby declared covenants running with the land with regard to the Property or any portion thereof, and is binding on the Parties and their respective heirs, successors, and assigns.
i) **Recordation and Release.** Following mutual execution, this Agreement shall be recorded with the Blaine County Recorder. Owner shall have one (1) year from the City’s issuance of the Findings to deliver a fully executed version of the Agreement to the City. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be released and removed from the public records in the event of termination.

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

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

l) **Entire Agreement.** This Agreement constitutes the full and complete agreement and understanding between the Parties.

m) **Exhibits.** All exhibits referred to in this Agreement are incorporated into this Agreement by reference as though restated in whole.

n) **Authority.** Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, covenants, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

p) **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either Party with respect to this Agreement or the subject matter hereof. Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the date the applications for the Project were filed. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

   i) plan review fees and inspection fees;

   ii) amendments to building, plumbing, fire and other construction codes;

   iii) City enactments that are adopted pursuant to state or federal mandates that preempt the City’s authority to vest regulations.
Notwithstanding the foregoing, Owner may elect to be bound by future amendments to the City Municipal Code, or other regulations, policies or guidelines affecting development, provided no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council as an amendment to this Agreement.

[end of text; signature page(s) follow]
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CK Property Group, LLC, a Georgia limited liability company

By: ____________________________
    Kevin Cablik, Manager

City of Hailey, Idaho, a municipal corporation

By: ____________________________
    Martha Burke, Mayor
ACKNOWLEDGMENTS

STATE OF IDAHO )
                   )ss.
County of Blaine    )

Subscribed and sworn before me on this _____ day of ____________, 2021, before me a Notary Public in and for said State, personally appeared MARTHA BURKE, known to me to be the Mayor of the CITY OF HAILEY, IDAHO and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Hailey, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first written above.

___________________________________
Notary Public
Residing at __________________________
My Commission Expires ________________

STATE OF) )
                   )ss.
County of       )

Subscribed and sworn before me on this _____ day of ____________, 2021, before me a Notary Public in and for said State, personally appeared KEVIN CABLIK known or identified to me to be the manager of CK PROPERTY GROUP, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first written above.

___________________________________
Notary Public
Residing at __________________________
My Commission Expires ________________
EXHIBIT A
Legal Description of the Property

Lots 14, 15, 16 and 17 in Block 56 of the CITY OF HAILEY, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.
EXHIBIT B
Findings of Fact and Conclusions of Law

[insert prior to recording]
*See PUD Development Plan call out notes on following page
EXHIBIT C
PUD Development Plan – Call Out Notes

CALLOUT NOTES

1. PROPOSED SHARED ACCESS DRIVE
2. PROPOSED TRASH CART PICKUP LOCATION
3. PROPOSED CONCRETE SIDEWALK
4. PROPOSED PLANTER STRIP
5. PROPOSED ASPHALT BIKE LANE
6. PROPOSED BIKE RACK
7. TOWNHOME UNIT
8. VISION TRIANGLE
9. EXISTING ON-SITE VEGETATION TO BE REMOVED (WEEDS AND VOLUNTEER TREES/SHRUBS OF NO LANDSCAPE VALUE)
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PLANNED UNIT DEVELOPMENT AGREEMENT
(River Street Townhomes)

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A. City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve planned unit developments and the power to contract. This Agreement is a collaboration between the Parties that will provide mutual benefit for the Parties and residents of the City of Hailey.

B. Owner owns real property within the

C. municipal boundary of the City of Hailey commonly known as 410 North River Street, which is legally described on Exhibit A, attached hereto and incorporated herein ("Property").

D. On November 8, 2021, City approved a Planned Unit Development application and a subdivision application on the Property allowing the Property to be developed as a twelve (12) unit residential townhome project ("Project") as specified in the River Street Townhome PUD Development Plan ("PUD Development Plan"). In connection with City’s approval of the Project, City adopted certain Findings of Fact and Conclusions of Law ("Findings"). The Findings, including all conditions of approval, are attached hereto and incorporated herein as Exhibit B, and the PUD Development Plan is attached hereto and incorporated herein as Exhibit C.

E. City desires Owner to develop the Property in conformity with the Findings, the PUD Development Plan, and pursuant to Chapter 17.10 of the Hailey Municipal Code ("HMC") and other applicable ordinances and regulations unless specifically modified in this Agreement.

F. City has the capacity to provide essential services to the Project, including, water, sewer, and emergency services.
G. City has held all required public hearings and public meetings for consideration and approval of the Project and this Agreement.

H. City and Owner desire to enter this Agreement for the purpose of fulfilling the requirement of HMC §17.10.050.05 and to establish certain rights and obligations of the Parties with regard to the development of the Property, including the use, development, HMC modifications granted and amenities provided.

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1513 Jonson Ferry Rd. Suite T-20
Marietta, GA 30062
Attn: Kevin Cablik
Email: kevincablik@gmail.com

Notices given to BCHA shall be addressed as follows:

Blaine County Housing Authority
191 Sun Valley Road
Ketchum, ID 83340
Attn: Nathan Harvill
Email: nharvill@bcoha.org

A Party may change the address to which further notices are to be sent by notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

g) Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that neither party is the agent, partner, or joint ventures of the other party.

h) Successors and Assigns; Covenant Running with the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and are hereby declared covenants running with the land with regard to the Property or any portion thereof, and is binding on the Parties and their respective heirs, successors, and assigns.

i) Recordation and Release. Following mutual execution, this Agreement shall be recorded with the Blaine County Recorder. Owner shall have one (1) year from the City’s issuance of the Findings to deliver a fully executed version of the Agreement to the City. City agrees to
execute all appropriate documentation to cause the encumbrance of this Agreement to be released and removed from the public records in the event of termination.

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

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

l) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the Parties.

m) Exhibits. All exhibits referred to in this Agreement are incorporated into this Agreement by reference as though restated in whole.

n) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, covenants, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

p) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either Party with respect to this Agreement or the subject matter hereof. Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the date the applications for the Project were filed. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

i) plan review fees and inspection fees;

ii) amendments to building, plumbing, fire and other construction codes;

iii) City enactments that are adopted pursuant to state or federal mandates that preempt the City’s authority to vest regulations.

Notwithstanding the foregoing, Owner may elect to be bound by future amendments to the City Municipal Code, or other regulations, policies or guidelines affecting development, provided
no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council as an amendment to this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CK Property Group, LLC, a Georgia limited liability company

By: ____________________________
    Kevin Cablik, Manager

City of Hailey, Idaho, a municipal corporation

By: ____________________________
    Martha Burke, Mayor
ACKNOWLEDGMENTS

STATE OF IDAHO )  
 )ss.
County of Blaine )

Subscribed and sworn before me on this _____ day of __________, 2021, before me a Notary Public in and for said State, personally appeared MARTHA BURKE, known to me to be the Mayor of the CITY OF HAILEY, IDAHO and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Hailey, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first written above.

___________________________________
Notary Public
Residing at __________________________
My Commission Expires __________________

STATE OF )  
 )ss.
County of )

Subscribed and sworn before me on this _____ day of __________, 2021, before me a Notary Public in and for said State, personally appeared KEVIN CABLIK known or identified to me to be the manager of CK PROPERTY GROUP, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first written above.

___________________________________
Notary Public
Residing at __________________________
My Commission Expires __________________
EXHIBIT A
Legal Description of the Property

Lots 14, 15, 16 and 17 in Block 56 of the CITY OF HAILEY, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.
EXHIBIT B
Findings of Fact and Conclusions of Law

[insert prior to recording]
EXHIBIT C
PUD Development Plan*

*See PUD Development Plan call out notes on following page
1. PROPOSED SHARED ACCESS DRIVE
2. PROPOSED TRASH CART PICKUP LOCATION
3. PROPOSED CONCRETE SIDEWALK
4. PROPOSED PLANTER STRIP
5. PROPOSED ASPHALT BIKE LANE
6. PROPOSED BIKE RACK
7. TOWNHOME UNIT
8. VISION TRIANGLE
9. EXISTING ON-SITE VEGETATION TO BE REMOVED (WEEDS AND VOLUNTEER TREES/SHRUBS OF NO LANDSCAPE VALUE)
Return to Agenda
**AGENDA ITEM SUMMARY**

**DATE:** 11/8/2021  
**DEPARTMENT:** Community Development  
**DEPT. HEAD SIGNATURE:** LH

**SUBJECT:** Motion to approve the Findings of Fact, Conclusions of Law and Decision of a Planned Unit Development (PUD) Application by CK Property Group, LLC, represented by Galena Engineering, for twelve (12), three-story single-family townhomes to be located at 410 North River Street (Lots 14-17, Block 56, Hailey Townsite), in the Business (B), Downtown Residential Overlay (DRO), Small Residential Overlay (SRO), and Townsite Overlay (TO) Zoning Districts.

**AUTHORITY:**  
- □ ID Code ____________  
- □ IAR ____________  
- □ City Ordinance/Code Title 16

**BACKGROUND:**  
The City Council approved the PUD Application on October 25, 2021, subject to the conditions noted in the Findings of Fact, Conclusions of Law and Decision, dated November 8, 2021.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**  
- Caselle #______________
- Budget Line Item #______________  
- YTD Line-Item Balance $______________
- Estimated Hours Spent to Date: ________________  
- Estimated Completion Date: ________________
- Staff Contact: Lisa Horowitz  
- Phone # 788-9815 #13

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IFAPPLICABLE)  
- __ City Attorney  
- __ City Administrator  
- __ Engineer  
- __ Building  
- __ Library  
- __ planning  
- __ Fire Dept.  
- __ P & Z Commission  
- __ Police  
- __ Mayor  
- __ Streets  
- __ Public Works, Parks  
- __ Mayor

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Planned Unit Development Application by CK Property Group, LLC, for twelve (12), three-story single-family townhomes to be located at 410 North River Street (Lots 14-17, Block 56, Hailey Townsite).

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

**ACTION OF THE CITY COUNCIL:**  
**Motion Language:** Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Planned Unit Development Application by CK Property Group, LLC, for twelve (12), three-story single-family townhomes to be located at 410 North River Street (Lots 14-17, Block 56, Hailey Townsite).

**FOLLOW-UP:**  
- *Ord./Res./Agrmt. /Order Originals:* ________________  
- *Additional/Exceptional Originals to:* ________________
- Copies (all info): Copies ________________  
- Instrument # ________________
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On October 25, 2021, the Hailey City Council considered and approved a Planned Unit Development (PUD) Application by CK Property Group, LLC, represented by Galena Engineering, for twelve (12), three-story single-family townhomes to be located at 410 North River Street (Lots 14-17, Block 56, Hailey Townsite), in the Business (B), Downtown Residential Overlay (DRO), Small Residential Overlay (SRO), and Townsite Overlay (TO) Zoning Districts. The Commission, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice:
Notice for the public hearing was published in the Idaho Mountain Express on October 6, 2021 and mailed to property owners within 300 feet on October 6, 2021. Onsite Notice was posted on October 14, 2021.

Application:
The Applicant, CK Property Group, LLC, is proposing a Planned Unit Development (PUD) to construct twelve (12), three-story single-family townhomes, to be known as River Street Townhomes. The proposed project is located at Lots 14-17, Block 56, Townsite, (410 North River Street), within the Business (B), Downtown Residential Overlay (DRO), Small Residential Overlay (SRO), and Townsite Overlay (TO) Zoning Districts. The Applicant has chosen to meet the DRO Standards, as outlined in the Hailey Municipal Code; therefore, the SRO standards do not apply.

The proposal includes twelve (12) single-family townhomes with attached, one-car garages, tuck-under parking spaces and associated street frontage, site and landscaping improvements. Each unit contains three (3) bedrooms, three (3) bathrooms and rooftop deck space.

Under the PUD, the Applicant plans to offer two (2) of the units as “for sale”, deed-restricted community housing units, to be offered at 100% Area Median Income (AMI) to help address some of the current housing concerns in the city.

The Applicant has submitted a site plan, vicinity/neighborhood plan, landscape plan and colored elevation renderings. A detailed letter explaining the project concept has also been provided. This letter also includes an analysis of how the project complies with the Comprehensive Plan.

Waivers requested:
Chapter 17.10.040: Developer Benefits allows for the request of modifications or waivers of zoning and subdivision requirements. The following items are modifications and waivers requested as a part of this application:

- Waiver of the PUD requirement of the minimum gross size for properties within the Business (B) Zoning District (Section 17.10.030.A)
- Waiver of the DRO standards for minimum open space of 10% (Section 17.04R.060.B)
- Waiver of a Park Dedication or Payment In-Lieu of dedication (Section 16.04.110.A1)
The benefits of the two deed-restricted community housing units are proposed as amenities benefits to the community other than those listed in 17.10.040.01A. The definition of community housing unit is as follows:

**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.

Planning and Zoning Commission Recommendation:
The Planning and Zoning Commission recommend approval (with one abstention) to this project on October 4, 2021.

**Department Comments:**
See Preapplication Design Review Staff report.

<table>
<thead>
<tr>
<th>Standards of Evaluation</th>
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<tbody>
<tr>
<td><strong>17.10.030: General Requirements:</strong></td>
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<tr>
<td>A.</td>
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<tr>
<td><strong>Staff Comments</strong></td>
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<td>B.</td>
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<td><strong>Staff Comments</strong></td>
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<td>C.</td>
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<td><strong>Staff Comments</strong></td>
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<tr>
<td>C.1.a</td>
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<td><strong>Staff Comments</strong></td>
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<td>C.1.b</td>
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<tr>
<td>Staff Comments</td>
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<td>-------------------------------------------------------------------------------</td>
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<tr>
<td>The property will be constructing the River Street typical section, which includes a sidewalk and separated bicycle path. Internal walkways are shown on the north and south property boundaries, connecting the rear units. The Council found that this standard has been met.</td>
</tr>
<tr>
<td>Staff Comments</td>
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<td>C.1.d</td>
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<td>Staff Comments</td>
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<td>C.1.g</td>
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<td>Staff Comments</td>
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<td>C.2</td>
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<td>Staff Comments</td>
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<td>G.</td>
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<tr>
<td>Staff Comments</td>
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<tr>
<td>H.</td>
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</tbody>
</table>
pathway as depicted on the Master Plan, a pathway constructed to City standards shall be provided.

| Staff Comments | N/A |

| 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: |

| 1.1 | 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 | No amenities proposed meet this standard. The Council found that this standard has been met. |

| 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 | No amenities proposed to meet this standard. The Council found that this standard has been met. |

| 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 | Bus service exists along River Street. The closest stop is planned at the townhomes behind the Marriott Hotel. Mountain Rides does not feel an additional stop is needed in the subject area. The Council found that this standard has been met. |

| 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") caliber on the site. |

| Staff Comment | The site does not contain any existing vegetation of note. The Council found that this standard has been met. |

| 1.5 | Wetlands: Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD. |

<p>| Staff Comment | N/A |</p>
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<tr>
<td>I.6</td>
<td>River Enhancement: Enhancement of the Big Wood River and its tributaries, must include stream bank restoration and public access to or along the waterway.</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>N/A</td>
</tr>
<tr>
<td>I.7</td>
<td>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.</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>Of the total twelve (12) units proposed, the applicant is proposing to deed-restrict 2 community housing units, at 100% of Area Median Income (AMI). By way of example: a family of 4 could earn up to $75,000 to qualify at 100% of AMI. The units would be priced for sale at $375,061. See the affordability worksheet attached to this report, and note that this is an example only. Staff has considered with the applicant the alternative of three (3) deed-restricted units at 120% of AMI. However, the sales price of the units at this income category would be $459,000-$470,000. Staff did not feel this was the best solution for the community and that two units at a sales price of $375,061 was the preferred alternative. Since the 2 units are less than 30% of the total, the housing is being proposed under standard I.12 below. Blaine County Housing Authority (BCHA) has reviewed the proposal, and are in support. See attached letter from BCHA. BCHA staff have indicated that projects in the 100% AMI range are in demand at this time, as workers in that income bracket are housing-burdened. The Council discussed the time frame within the development agreement, and requested that it be clear that the City of Hailey has sufficient time to advertise the units to employees. The Council discussed various other aspects of the BCHA Community Housing guidelines regarding assets and the ability to leave the area for a specified amount of time. The Council found that this standard has been met.</td>
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<tr>
<td>I.8</td>
<td>Real Property: Dedication or conveyance of real property or an interest in real property to the city.</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>No real property is proposed for dedication.</td>
</tr>
<tr>
<td>I.9</td>
<td>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.</td>
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<td></td>
<td>For non-residential or mixed-use PUDs</td>
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<tr>
<td><strong>Staff Comment</strong></td>
<td>The applicant proposes sidewalk along the River Street frontage and along the north and south property boundaries, equaling approximately 360 feet in length. The Council found that this standard has been met.</td>
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<tr>
<td><strong>I.10 Underground Parking:</strong></td>
<td>Underground parking must be provided for at least fifty percent (50%) of the required number of parking spaces in the PUD.</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>The parking is all carport parking. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>I.11 Energy Consumption.</strong></td>
<td>All principal buildings within the PUD must comply with sustainable building practices, as follows:</td>
</tr>
<tr>
<td><strong>For residential PUDs</strong></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><strong>For non-residential or mixed-use PUDs</strong></td>
<td>Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>Energy conservation measures include water conservative irrigation; 11% of the site to be landscaped. The applicant stated in the hearing that each unit would be wired for electric car plug-in and that all buildings will be 100% electric, with no gas consumption. Additionally, the Developer to provide &amp; install min 1” conduit/raceways only from Electrical Panel locations to roof area for future solar power system. Solar power system in its entirety to be designed, paid for, and installed by resident. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>I.12 Other Amenities:</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>The primary amenity is the dedication of two units for permanent deed-restricted community housing. The applicant plans to give the City the first right of refusal to either purchase the units directly or to offer them to City employees. Additionally, the project includes 825sq. ft. of landscaping in the public right of way; bike path on River Street and rooftop outdoor space for each unit. The Council found that deed-restricted community housing is a benefit to the community, and that this standard has been met.</td>
</tr>
</tbody>
</table>

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 | The following waivers are requested:
---|---
| • Waiver of the PUD requirement of the minimum gross size for properties within the Business (B) Zoning District (Section 17.10.030.A)
| • Waiver of the DRO standards for minimum open space of 10% (Section 17.04R.060.B)
| • Waiver of a Park Dedication or Payment In-Lieu of dedication (Section 16.04.110.A1)

The 10% minimum open space would equal 1,440 square feet. This has been exceeded on the site, but includes walkways and bike path.

The Park dedication for twelve units results in 14,479 square feet of park space. Typically for a small amount of land such as this, an in-lieu payment would be preferred over a land dedication. The Commission recommends that the proposal for two (2) deed restricted community housing units meets a strong community need, and that the benefits proposed carry out the intentions of this Chapter. The council concurred with this finding.

The Council found that this standard has been met.

<p>| 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 | N/A |
| 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 | N/A |
| 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 | N/A |
| 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 | N/A |
| 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 | N/A |</p>
<table>
<thead>
<tr>
<th>A.6</th>
<th>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.</th>
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<tbody>
<tr>
<td>Staff Comment</td>
<td>N/A</td>
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<tr>
<th>A.7</th>
<th>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.</th>
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<tr>
<td>Staff Comment</td>
<td>N/A</td>
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<tr>
<th>B.</th>
<th>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)</th>
</tr>
</thead>
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<tr>
<td>Staff Comment</td>
<td>N/A</td>
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**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 | No density transfer is requested. |

**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:

<table>
<thead>
<tr>
<th>A.</th>
<th>Parcels: The parcels that are to be constructed upon in each phase and the date of each phase submission.</th>
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<tbody>
<tr>
<td>Staff Comment</td>
<td>The entire project will be constructed at one time.</td>
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<tr>
<th>B.</th>
<th>Number of Units: The number of units to be built in each submission.</th>
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<tbody>
<tr>
<td>Staff Comment</td>
<td>N/A</td>
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<tr>
<th>C.</th>
<th>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.</th>
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<tr>
<td>Staff Comment</td>
<td>N/A</td>
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<tr>
<th>D.</th>
<th>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.</th>
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<tr>
<td>Staff Comment</td>
<td>N/A</td>
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<tr>
<td><strong>17.10.040.06: Modifications to the Subdivision standards:</strong></td>
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<tr>
<td><strong>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.</strong></td>
<td>Sidewalks are proposed along River Street for the project frontage. See earlier discussion regarding park in lieu fee waiver request related to Subdivision Title. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.</strong></td>
<td>A. Standards of Evaluation</td>
</tr>
<tr>
<td><strong>A.1</strong></td>
<td>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;</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>The project can be completed within the span of a typical building permit: 548 days. (Staff recommends in the future that this standard be changed to match that timeline). The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>A.2</strong></td>
<td>The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>River Street is adequate to carry the residential traffic generated from the 12 units. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>A.3</strong></td>
<td>The PUD will not create excessive additional requirements at public cost for public facilities and services;</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>No excessive costs are anticipated from this project. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>A.4</strong></td>
<td>The existing and proposed utility services are adequate for the population densities and non-residential uses proposed;</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>Utility services available in the area are adequate. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>A.5</strong></td>
<td>The development plan incorporates the site's significant natural features;</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>The site does not contain any natural features worthy of protection. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>A.6</strong></td>
<td>Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>N/A; the project is not phased.</td>
</tr>
<tr>
<td><strong>A.7</strong></td>
<td>One or more amenities as set forth in subsection 17.10.030I of this chapter shall be provided to ensure a public benefit;</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>See Section I in this report. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>A.8</strong></td>
<td>All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>All exterior lighting will be compliant. The Council found that this standard has been met.</td>
</tr>
<tr>
<td><strong>A.9</strong></td>
<td>The proposed PUD Agreement is acceptable to the applicant and the city.</td>
</tr>
</tbody>
</table>
CONCLUSIONS OF LAW AND DECISION

Based on the above Findings of Fact, the Commission makes the following Conclusions of Law and Decision:

1) The application meets the General Requirements of Hailey Municipal Code Title 17, Chapter 17.10, Planned Unit Developments;
2) The development benefits set forth in Section 17.10.040 are commensurate with the amenities proposed;
3) The requirements of Section 17.10 have been met, including general compliance with the Hailey Comprehensive Plan.

The project received PUD approval subject to the following conditions:

1. The project shall receive Planned Unit Development approval subject to the conditions outlined in the PUD Development Agreement.
2. Waivers are hereby granted as follows:
   a. Waiver of the PUD requirement of the minimum gross size for properties within the Business (B) Zoning District (Section 17.10.030.A)
   b. Waiver of the DRO standards for minimum open space of 10% (Section 17.04R.060.B)
   c. Waiver of a Park Dedication or Payment In-Lieu of dedication (Section 16.04.110.A1)
3. In exchange for the waivers granted, the applicant shall deed restrict two (2) of the twelve units proposed at 100% of Area Median Income, with an initial sales price of $375,061.00. The two (2) community housing units (Affordable Units) shall be offered for sale by the Blaine County Housing Authority (BCHA) to qualified purchasers under the BCHA Housing Program. BCHA shall record a Deed Covenant Running with the Land that is exclusively applicable to the Affordable Units at the time of the sale of the Affordable Units.”
4. The City of Hailey shall have the first right of refusal to purchase the Affordable Units for a time period determined by the parties. The city may also offer the Affordable Units to qualified City employees.
5. This approval is subject to Design Review approval by the Hailey Planning and Zoning Commission, and shall be so modified to match that approval.
6. This approval is subject to subdivision approval by the Hailey City Council, and shall be so modified to match that approval.
7. The landscape plan shall promote 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. The irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.
8. A maintenance plan shall be developed for landscaping and street trees in the City right of way.

Passed this 8th day of November, 2021.

City of Hailey

__________________________________________
Martha Burke, Mayor

ATTEST:

__________________________________________
Mary Cone, City Clerk
Return to Agenda
**AGENDA ITEM SUMMARY**

**DATE:** 11/8/2021  
**DEPARTMENT:** Community Development  
**DEPT. HEAD SIGNATURE:** LH

**SUBJECT:** Motion to approve the Findings of Fact, Conclusions of Law and Decision of a Final Plat Application by Tanner Investments, LLC represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside No. 25 are reconfigured creating lots six lots ranging in size from 17,426 square feet to 17,556 square feet. This project is located within the General Residential (GR) Zoning District.

**AUTHORITY:**  
☐ ID Code ___________  
☐ IAR ___________  
☐ City Ordinance/Code Title 16  

(BFAPPLICABLE)

**BACKGROUND:**  
The City Council considered the Final Plat Application concurrently with the Security Agreement on October 25, 2021. The Council continued the item to November 8, 2021, due to an incomplete security submittal. Council voted to approve the Final Plat Application and Security Agreement, subject to the conditions noted in the Findings of Fact, Conclusions of Law and Decision, on November 8, 2021.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Caselle # ___________  
Budget Line Item # ___________  
YTD Line-Item Balance $ ___________

Estimated Hours Spent to Date: ___________

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

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

___ City Attorney  
___ City Administrator  
___ Engineer  
___ Building

___ Library  
___ planning  
___ Fire Dept.  
___

___ Safety Committee  
___ P & Z Commission  
___ Police  
___

___ Streets  
___ Public Works, Parks  
___ Mayor  
___

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Final Plat of Lots 1-7, Block 86, Woodside Subdivision No. 25.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

**Motion Language:** Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Final Plat of Lots 1-7, Block 86, Woodside Subdivision No. 25.

Date ___________  
City Clerk ___________

**FOLLOW-UP:**

*Ord./Res./Agmt. /Order Originals: *Additional/Exceptional Originals to: ___________

Copies (all info.): Copies Instrument # ___________
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On October 25, 2021, the Hailey City Council considered the Final Plat Application by Tanner Investments, LLC, represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside No. 25 are reconfigured creating lots six lots ranging in size from 17,426 square feet to 17,556 square feet. The Council continued the item to November 8, 2021, due to an incomplete security submittal.

On November 8, 2021, the Council approved the Final Plat Application by Tanner Investments, LLC, represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside No. 25 are reconfigured creating lots six lots ranging in size from 17,426 square feet to 17,556 square feet, as well as the Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice: Notice for the public hearing was published in the Idaho Mountain Express on October 6, 2021, and mailed to adjoining property owners on October 6, 2021.

Application: Tanner Investments, LLC, represented by Galena Engineering, requested Final Plat approval to reconfigure Lots 1-7, Block 86, Woodside Subdivision #25, into six (6) lots, Lots 1A, 2A, 3A, 4A, 5A and 6A. The parcel is 2.42 acres in size and is located within the General Residential (GR) Zoning District.

In July 2020, the Hailey Planning and Zoning Administrator approved a Lot Line Adjustment Application by the Applicant, wherein the interior lot lines were reconfigured to form six (6) lots. Due to this reconfiguration, a Lot Line Adjustment Application was sufficient. A subdivision application was not necessary.

Then, in August 2021, the Applicant requested and received an extension for submittal of the Final Plat Application. The Hailey Planning and Zoning Administrator extended the timeline until July 13, 2022, which will allow the Applicant to complete all necessary infrastructure improvements or bond, as outlined in Title 16: Subdivision Regulations, of the Hailey Municipal Code.

Pursuant 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 provided a draft Security Agreement, a Security Agreement Summary, and Contractor Proposal.

Procedural History: The Application was submitted on September 15, 2021 and certified complete on September 17, 2021. A public hearing was held on October 25, 2021, in the Council Chambers of Hailey City Hall, and virtually via GoTo Meeting. The Council continued the item to November 8, 2021, due to an incomplete security submittal.

Then, on November 8, 2021, the Council approved the Final Plat Application by Tanner Investments, LLC, represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside No. 25 are reconfigured
creating lots six lots ranging in size from 17,426 square feet to 17,556 square feet, as well as the Findings of Fact, Conclusions of Law and Decision.

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.

Surrounding roads are in place, and water and wastewater infrastructure to each lot has been installed. Rough grading of the site is complete and construction of the buildings are currently underway. The Council found that 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 one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.

The Final Plat has been prepared by a professional land surveyor and was submitted on September 15, 2021. An extension was granted by the Planning and Zoning Administrator in August 2021. The Council found that 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 Lot Line Adjustment approval by the Planning and Zoning Administrator. Conditions of Preliminary Plat approval have been met or have been carried over. Any changes to Conditions of Approval related to the plat are shown in strike-line; Conditions of Approval that have been met are shown in strike-through. The Council found that this standard has been met.
Department Comments:
Life/Safety: The current Preliminary Plat and Final Plat reflect all changes and revisions recommended and requested by the City Engineer.
Public Works (Streets): The current Preliminary Plat and Final Plat reflect all changes and revisions recommended and requested by Public Works.

Standards of Evaluation:
CHAPTER 16.04: DEVELOPMENT STANDARDS:
Development Standards were reviewed in detail during the Preliminary Plat approval process. Please refer to the attached Lot Line Adjustment Findings of Fact, Conclusions of Law and Decision for further information. No changes have been made to the plat since Preliminary Plat approval.

CHAPTER 16.05: IMPROVEMENTS REQUIRED:
16.05.010 Minimum Improvements Required:
It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards, which are attached hereto as Exhibit “A.” Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.

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

Upon approval, six (6) copies of all plans will be filed with the City Engineer. All other requirements of this section will be enforced by the City Engineer or designee. The Council found that this standard has been 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.

Two Preconstruction Meetings were held on this project. The first meeting was held on July 28, 2020 and the second meeting was held on March 19, 2021. 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 those parks shall be guaranteed and maintained by the Developer for a period of two years.

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

The Council reviewed and approved the Security Agreement, a Security Agreement Summary, and Contractor Proposal on November 8, 2021.

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.

No changes are anticipated to streets or lighting - no additional lighting is required in the area. The Applicant has prepared a Security Agreement and estimate for the installation of sidewalks, curb and gutter, landscaping, asphalt paving and excavation. Finished grades have been reviewed by the City Engineer. The Council found that 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.

Any street cuts in Woodside Boulevard, if needed, will be repaired as per this condition. The Council found that 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 have been erected. This standard has been met.

C. Streetlights:
Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of chapter 17.08C of this code.
N/A, as streetlights in the General Residential (GR) Zoning District are not required improvements, and none are proposed by the Applicant. The Council found that this standard has been 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.
Sewer connections and infrastructure are in place, and have been inspected by Water Department. Concrete collars still need to be installed around each cleanout in the project. This has been made a Condition of Approval.

16.05.040 Water Connections:
A. Requirements:
The Developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
Water connections and infrastructure are in place, and have been inspected by Water Department. That said, fire hydrants still need to be flushed and samples taken. Additionally, an irrigation vault will need to be installed off of the fire hydrant line. These have been made Conditions of Approval.

B. Townsite Overlay District; Insulation:
Within the Townsite Overlay District, where water main lines within the alley are less than six feet (6’) deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.
N/A, as this project is not located within the Townsite Overlay (TO) Zoning District. The Council found that this standard has been met.

16.05.050 Drainage:
The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative.
Drainage infrastructure, such as drywells and catch basins, have been installed. The Applicant has prepared a Security Agreement and estimate for the installation of sidewalks, curb and gutter. The Council found that 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 installation of dry utilities is incomplete. The Applicant has prepared a Security Agreement and estimate for joint trench work and utility installation. The Council found that 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, as no park space is proposed nor is it required. Lot Line Adjustment Applications are not subject to Section 16.05.070: Parks, Green Space Requirements nor Section 16.04.110: Parks, Pathways and Other Greenspace Requirements. The Council found that this standard has been met.

16.05.080 Installation to Specifications; Inspections:
All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.
The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.

16.05.090 Completion; Inspections; Acceptance:
Installation of all infrastructure improvements must be completed by the Developer and inspected and accepted by the city prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.
The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.

A. The Developer may, in lieu of actual construction, provide to the city security pursuant to subsection 16.03.030I of this title, for all infrastructure improvements to be completed by Developer after the Final Plat has been signed by City representatives.
The Developer intends to provide security for the following improvements:
- Excavation (finish grade, sidewalk preparation, and road preparation
- Joint Trench
- Vinyl Fencing (side and rear property lines)
- Landscaping
- Asphalt Paving
- Sidewalk, Curb and Gutter
- Dumpster Shelters
- Replacement of Bike Racks and Bus Shelters
- Construction Surveying and Engineering (staking and set monuments)

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

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

CONCLUSIONS OF LAW

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

1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Municipal Code was given for the public hearing.
2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Municipal Code.

DECISION

The Final Plat Application by Tanner Investments, LLC represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside No. 25, are reconfigured creating lots six (6) lots ranging in size from 17,426 square feet to 17,556 square feet, meets the standards of approval set forth in the Hailey Municipal Code, and has been approved by the Hailey City Council, subject to the following conditions (1) and (2), as noted below:

General Conditions:
1. Upon any further development, any applicable provisions of the Hailey Municipal Code are in effect on the date of the Application for Development shall apply. City infrastructure requirements, as outlined in Chapter 16.05 of the Hailey Municipal Code, shall be met. Detailed plans for any required infrastructure to be installed or improved at or adjacent to the site shall meet City Standards and shall be submitted for City approval. Improvements to the site include, but are not limited to:
   i. Fire hydrants shall be flushed and samples taken.
   ii. An irrigation vault will need to be installed off of the fire hydrant line.
   iii. Concrete collars shall be installed around each cleanout in the project.
2. Issuance of permits for the construction of buildings shall be subject to Chapter 16.02.080 of the Hailey Municipal Code.

3. 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.

PASSED BY THE HAILEY CITY COUNCIL and approved by the mayor this ___ day of ________, 2021.

________________________________________
Martha Burke, Mayor, City of Hailey

Attest:

____________________________
Mary Cone, City Clerk
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/2021  DEPARTMENT:  Clerk’s Office  DEPT. HEAD SIGNATURE  M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on October 25, 2021 and to suspend reading of them.

AUTHORITY:  ☐ ID Code  74-205  ☐ IAR ___________  ☐ City Ordinance/Code ______

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _______________  YTD Line Item Balance $_______________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

☐ City Attorney  ✗ City Clerk  ☐ Engineer  ☐ Mayor
☐ P & Z Commission  ☐ Parks & Lands Board  ☐ Public Works  ☐ 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:
The Meeting of the Hailey City Council was called to order at 5:00 P.M. by Mayor Martha Burke. Present were Council members Kaz Thea, Juan Martinez, Heidi Husbands, and Sam Linnet. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

4:59:28 PM Call to order by Mayor Burke who asks for roll call Husbands, Thea, Martinez,

EXECUTIVE SESSION: Pending & Imminently Likely Litigation (IC 74-206(1)(f))

5:00:36 PM Motion to go into Executive Session to discuss Pending & Imminently Likely Litigation (IC 74-206(1)(f)) made by Martinez, Thea seconds. Motion passed with roll call vote; Husbands, yes. Thea, yes. Martinez, yes.

Linnet logged in remotely for the meeting.

Mayor and council go into Executive Session.

5:32:25 PM Mayor and Council return from Executive Session to reconvene the meeting.

5:33:18 PM Open Session 5:33:34 PM no comments

CONSENT AGENDA:

CA 365 Motion to authorize city officials to sign Application & Permit to Use Idaho Transportation Department Right-of-Way, to permit/license the BCRD Arboretum and its six-vehicle parking area, which lies within the ITD R.O.W at the intersection of Fox Acres Road and St Highway 75 and adjacent to the Wood River Trail, under the City of Hailey instead of the Blaine County Recreation District ACTION ITEM

CA 366 Motion to adopt Resolution 2021-____, authorizing the mayor’s signature on Change Order No. 2 with Skyline Excavation and Grading, to modify the project completion schedule, on the Quigley Water Main project. ACTION ITEM

CA 367 Motion to approve the Findings of Fact, Conclusions of Law and Decision of a Final Plat Application by Emerald City, LLC, represented by Galena Engineering, where the existing building located on Lot 4HA, Block 4, Airport West Subdivision Phase II (110 Gulf Stream Lane) is converted into three (3) commercial condominiums. This project is located within the SCI Industrial (SCI-I) Zoning District ACTION ITEM

CA 368 Motion to approve alcohol license renewal for local business ACTION ITEM

CA 369 Motion to approve minutes of October 12, 2021 and to suspend reading of them ACTION ITEM

CA 370 Motion to approve claims for expenses incurred during the month of September, 2021, and claims for expenses due by contract in October, 2021 ACTION ITEM

CA 371 Motion to approve unaudited Treasurer’s report for the month of September 2021 ACTION ITEM

5:33:56 PM Linnet moved to approve all consent agenda items as presented, seconded by Thea, motion passed with roll call vote. Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.
MAYOR’S REMARKS:

5:34:36 PM under presentations tonight, Mtn. rides has asked for more time for their presentation.

PROCLAMATIONS AND PRESENTATIONS:

PP 371  Mountain Rides Transportation Authority annual presentation ACTION ITEM

No presentation tonight.

PUBLIC HEARINGS:

PH 372  Consideration of recommendation of approval by the Hailey Planning and Zoning Commission for a Planned Unit Development Application by 410 North River Street, LLC, represented by CK Property Group, LLC, for twelve (12), three-story single-family townhomes with a request for waivers and proposed benefits. This project is located at Lots 14-17, Block 56, Townsite, (410 North River Street), within the Business (B), Downtown Residential Overlay (DRO) and Townsite Overlay (TO) Zoning Districts. The following waivers are requested: o Waiver to minimum lots size for PUDs of 18,000 gross square feet to 14,404 square feet o Waiver of DRO 10% useable open space requirements with increased setbacks, walkways and rooftop decks o Waiver of subdivision park dedication in lieu fee In exchange for these waivers, the applicant is proposing two (2) deed-restricted townhouse units to be restricted at 100% of Area Median Income, offering first right of refusal to City of Hailey. ACTION ITEM

5:34:59 PM Horowitz opened this item, Nathan Harville wanted to join this discussion, she’ll try to see if she can attend earlier.

5:36:55 PM Kevin Cabillik, architect team, John Cane with ? architecture in Boise. Jeff Bower online and Brian Wensel lead planner, Ian McLaughlin, and Sam Stahlnecker is present also. Cane gives an overview of the project.

5:40:36 PM Cane gives an overview, 410 N. River, 6 units would face River Street. Shows the DRO Overlay district, new building to south and to north apt building older. Behind Wise Guy Pizza alley. Cane shows an aerial of the drawings, 3 levels with roof top decks. Blue area is footprint of townhouses, with single car garages. Floor plans level ones, storage closet on that level, 3 bed 3 bath units with oversized 1 car garage. About 1,600 square feet. 5:45:05 PM Cane shows elevations, rooftop is a bit recessed and slight covered area, materials, light color stucco, hardiboard siding, metal railings, pick palettes that would work with the area and require little maintenance. Will have landscaping along River Street walkway. 5:46:53 PM Zoning, DRO and business district, 40 feet max it is below that, no restrictions on setbacks. Guest parking, 1 per six units.

5:48:58 PM Husbands, on North and south sides, how wide is walkway?  Sidewalks are 5 feet responds by Cabillik. Landscape strip and 5 foot sidewalks.
5:50:09 PM Husbands, Silver Street apartments just built an awning, where are the front doors in relation to the awning. Horowitz adds, car port is 4 feet off property line. Husbands, property divider, fence? Yes it will be a fence. Burke, sidewalks will be icy, due to shade.

5:52:41 PM Cabilik talks about the HOA, no homeowner will be responsible for snow removal, HOA will haul all snow off of property, through CCRs. Husbands, will you have HOA fees? Haven’t gone through all the process yet, possibly $175 - $200 HOA dues.

5:54:23 PM Linnet asks questions. Under the PUD standards of evaluation, I7, community housing, I12, providing 2 units instead of 4 units. Why should we accept less?

5:55:35 PM Horowitz responds, we have not seen a PUD take advantage of that in many years (since 2008). Not an obtainable goal, staff feels like. Hope to update PUD code may work on it this winter. Simms, this is a discretionary call by council. This is all about density bonus, all in all why staff has this recommendation.

5:57:34 PM Jeff Bower also responds, PUD shall provide one of the following, did look at this closely, don’t have the number of units to provide that number of units in section 7. Section 12 discretionary, asked to consider this exception.

5:58:50 PM Linnet asks Simms, any concerns, conflicts with I7, create any issues? Simms responds, like flexibility in PUD ordinance. Simms feels this section of code needs an overhaul. Linnet, waivers in next section? Horowitz, should discuss all now. Linnet continues, 6:00:18 PM appreciates the min. lot size waiver. 2nd waiver remove the in-lieu fee, feels like an additional benefit to developer but not to the City. 6:01:15 PM Horowitz responds, this is a different project, subdivision comes into play, park in this area would be impractical. Why are we waiving? Horowitz, simple math in-lieu fee, vs. providing 2 deed restriction units.

6:02:33 PM Cabilik responds, one subdivision ordinance couldn’t get past is the in-lieu, shows slide, 11 units, 10% open space, considered in-lieu fee, originally had a different design. Staff suggested one more unit. Thought it was better to provide a 2nd affordable unit. Linnet, 6:05:06 PM parking requirements, this is difficult to meet. Is there any scenario where parking requirements could result in an additional housing unit? Cabilik responds, townhouse developer, can’t reduce parking to get another unit. Linnet thanks Cabilik. 6:07:13 PM Horowitz, adds all these units are the same, affordable units are same size as all other units. More discussion

6:08:56 PM Husbands, market rate unit costs? Cabilik, not sure yet, hoping costs will come down, maybe around $475,000. Cabilik is from Atlanta, GA, just finished a similar project in Kootenai, and another set of units down the road.

6:11:40 PM Linnet, PUD affordability covenant, 40 years, why timeframe and background? Simms defers to Harville, understands that it is useful life of the structure. Harville responds, 6:12:43 PM idea of useful life, as structure ages, price goes down, ambivalent having this in perpetuity. How can we achieve our goal? ARCH has 80 or 90 years, not sure. Horowitz, asks 40 years. Bowers speaks, 6:14:18 PM our role is build the units, another entity takes over the

HAILEY CITY COUNCIL MINUTES
October 25, 2021
units, don’t really have a dog in the fight here. Other projects, used a 40-year term. Perpetual restrictions could cause problems in your city. Linnet, 6:15:26 PM in favor of longer or perpetual term, land is more valuable than the structure. Suggest perpetuity, Burke agrees with Linnet as does Thea. 6:16:24 PM Cabilik asks, 6:16:30 PM typically multi-family units, points out, platted properties, does that matter? Defer to city attorney, 12 units individually owned. 6:18:04 PM Linnet asks if Simms or Jeff have comments. Simms, suggests in perpetuity, fee simple on land, condition approval on this. Jeff chimes in, if I were in your shoes, wouldn’t go perpetual, gives ability of 1 landowner to prevent future development, suggest maybe a longer term maybe 80 years. 6:20:17 PM Horowitz is there another way, creatively, ties to a redevelopment plan? Linnet, maybe another clause, deed restriction could be terminated or transferred somewhere else. Also don’t want to see affordable housing disappear, can we address both of these issues. 6:21:56 PM Harville, responds, don’t recall sending 40 years, most units are in perpetuity, if needs to be redeveloped, BCHA has ability to terminate that covenant. Linnet, BCHA has ability to renegotiate that redevelopment. 6:23:24 PM Cabilik adds, large scale project has to negotiate with 12 owners, how do I as a developer, acquire these units to redevelop them? Horowitz feels that Jeff and Simms can come up with a solution. Harville, suggests “in accordance with BCHA covenants, gives them authority to negotiate due to certain events. Linnet is okay with that suggestion. Husbands and Thea and Burke are in support of that idea.

6:25:55 PM Thea asks questions on energy efficiencies, clean energy goal by 2045, what are we doing with new buildings, solar or other options to help with these goals. Are there any conservation measures in place? Cabilik responds, electric vehicles, have been putting rough ins for electric car charging in the garages. Cane speaks, 6:27:44 PM flat roofs can accommodate solar easily, Thea asks about rough-ins for solar? Cane and Cabilik will look at this. Development like this is naturally more efficient. 6:29:50 PM Husbands, comments on waste. Interviewing contractors right now, would like to use local builders, but have been talking to CSDI at Blaine Manor.

Public hearing:

6:31:19 PM Elizabeth Jeffrey, Hailey resident on North 3rd Ave; wiring for solar is a huge money saver and for wire for gas or electric utilities, would like them to look into this. 50% of construction waste was corrugated cardboard, hopefully that will get recycled.

6:33:20 PM Cabilik, they are all electric units, no gas. Cane, just started a zero-carbon initiative, looking for stuff to do as a firm, will discuss this. 6:34:04 PM Linnet, parking comment, studying this site for another developer, parking requirement was the biggest hindrance for apartments. Burke, feels like we can learn a lot from them. Cane, Horowitz has been great, working on another project with her. Horowitz, we’ve had recycling during construction for many years, should already be adhered to.

6:36:02 PM Linnet suggests perpetual deed restriction.

6:36:18 PM Husbands, $375,000 cost, city of Hailey has option to purchase, would like to know if there are any employees interested in purchasing before turned over to BCHA. 6:37:08 PM
Husbands wants to know what happens after 1 year, rent vs. purchase. Suggest having 60 days to find city employee, can only rent for 1 year then need to sell. 6:38:14 PM Linnet, BCHA does not support short-term rentals. Any rental has to be done through BCHA office, can be in line with what City wants. Husbands, would like to find people to live here. Curious on income and assets, Husbands suggests that 6:39:36 PM maybe you have assets but no income. 6:40:07 PM Husbands, AMI. $75,000 income, assets someone may have enough assets to purchase without income, trying to make sure there is a level playing field. Horowitz 6:41:55 PM Linnet suggests an extension in time. Bowers responds, 6:42:43 PM have 15 days in there now, as a formality, we will have 1 ½ years for city to decide if they want to purchase. 15 days is after C of O is issued. 6:43:30 PM Cabilik, happy to give longer time, but not tied to the C of O, happy to do 60 days. Bowers, can come up with another trigger point as well. Cabilik suggests trigger of recorded plat. 6:44:48 PM Simms, suggests keeping with language right now, instead of final plat, would have shorter notice if change. 6:45:32 PM Bowers, want 60 days, developer will provide 60-day notice, to start that term running. If city purchased these, would need 120 days to put in front of voters.

Council deliberation;

6:46:43 PM Thea, not sure where we ended with her requests, not sure if they are conditions but would like to see these. 6:47:39 PM Simms responds to Burke’s question, under the PUD, suggests next meeting.

6:48:22 PM Linnet supports project with minor conditions discussed. Thea agrees. Horowitz can work with design team.

6:49:38 PM Simms suggests to continue in 2 weeks. Cabilik okay with this? Bowers asks? Horowitz, asks can we put on consent. Cabilik 60-day notice, or perpetual,

6:51:19 PM Burke asks council to consider approve with conditions to include items discussed.

6:51:47 PM Thea, moves to approve 410 N. River Street with conditions 1-8, seconded by Husbands. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes. Consider PUD in 2 weeks.

6:53:58 PM Motion to extend consideration of the PUD agreement in 2-weeks made by Linnet, seconded by Thea. Motion passed with roll call vote; Linnet, yes. Thea, yes. Martinez, yes. Husbands, yes.

PH 373 Consideration of Final Plat Application by Tanner Investments, LLC, represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside No. 25 are reconfigured creating lots six lots ranging in size from 17,426 square feet to 17,556 square feet, and motion to approve the Resolution 2021-____, authorizing the mayor’s signature on the Security Agreement related to the Final Plat of Lots 1-7, Block 86, Woodside No. 25. ACTION ITEM

6:55:14 PM Stahlnecker presents for Galena Engineering on behalf of Tanner Investments, almost complete with first building, want to be able to sell that building before starting on next
phase. Tanner is online. 6:56:49 PM phasing, north half is taking precedent, will be completed prior to any sale. Security provided for landscaping, on north half of subdivision. 6:57:52 PM Horowitz, have not received letter of credit yet, ask for continuation before approval.

Public hearing: 6:58:29 PM no comments.

6:58:44 PM Stahlnecker, goal is to close on one property in November, asks for approval with condition. Simms, don’t have a problem with that, but want to make sure we are doing our due diligence.

6:59:34 PM Thea, asks for energy efficiencies in the building, need to be doing this going forward. Horowitz, we don’t have this in our subdivision code, would need to change our code in order to ask for this requirement.

7:01:19 PM Thea moves to continue to next meeting Nov. 8th for final plat with Resolution 2021-109, Linnet seconds. Motion passed with roll call vote, Husbands, yes. Thea, yes. Linnet, yes. Martinez, yes.

Mayor moves cardboard discussion next. Martinez, leaves meeting.

**OLD BUSINESS:**

*OB 375 Cardboard Compactor/Glass Roll-Off Bin relocation to 611 South 3rd Ave – neighborhood concerns. ACTION ITEM*

7:03:21 PM Yeager opens this item, mailed out notice to adjoiners within 300 feet.

7:04:55 PM Linda Haavik, has lived by site for 40 years, how often picked up, and noise.

7:05:43 PM Yeager attempts to answer question. Cardboard compactor and glass roll off container. What we have now, noise with existing dumpster, glass makes a lot of noise and trucks picking up makes noise. 7:06:45 PM access ports are higher, noise dampening, when hauling off, pick up the container, not empty it like today, and will pick up less frequently. Cardboard compactor, should make minimal noise. 7:07:44 PM Haavik, the current noise is ridiculous glass going in and picking up is very loud. Emptying very often right now and very early in the morning. The increase in traffic on this street, being used as a freeway, Budweiser and Coca Cola trucks drive on this road. Speed is crazy, traffic going to ice rink. Lot next to grange is being used as a drop-off area for events at the Grange, often a semi-truck delivering goods to the site. 7:10:45 PM not sure this use meets your code. Haavik has done analysis, don’t think this is okay in this zone. Drive up recycling is not for a city purpose, have seen contractors unload cardboard at this site. Haavik is concerned that this is turning into an industrial use. Happy to hand out her analysis to council. 7:13:20 PM Yeager, Horowitz looking up code.
7:13:41 PM Bob and Caron Shay, echoes Haavik’s comments, residential area, not proper place for industrial use as she described. If River Street cardboard recycling closes, won’t be able to keep up.

7:15:23 PM Horowitz, weighs in, considers this a public use, did not consider it a public utility facility, yes it is a conditional use for the area, Yeager, cardboard and glass are already there, 2 bins to replace the 4 bins.

7:16:20 PM Thea, slightly different, huge volume increase, Yeager, yes correct. Concerned about traffic.

7:17:08 PM Yeager the current park n ride location is immediately adjacent to residential area, also attempted to tuck containers behind buildings. Traffic will continue to be there. Fosbury, 5 minutes, saw 5 cars come by. Thoughts were to locate this facility to centrally located spot and easily get to the dumpster.

7:18:53 PM Husbands, sympathizes, peace and quiet, don’t think any resident wants this by their house. Is there anywhere else we can put this? Yeager, we’ve looked at several other sites, airport west, off the beaten path, already traffic problem, adds Burke. Thea, what about out Croy Canyon? Yeager, county will have additional locations in the county. Yeager, have looked at other sites too.

7:20:55 PM Linnet asks, how does this site interact with cardboard pick up if that were to happen? Yeager, this would be used instead of cardboard curbside. Linnet thought we were going to revisit curbside pick-up, that would reduce traffic. Yeager, correct. 7:22:23 PM Dawson, our plan is to discuss this further with Clear Creek as well as composting. That discussion is still to come. If council were to go forward with composting drop-off site, likely this site would not be able to absorb that use as well. In this case, staff has been driven by council’s goal, to continue this use in a central location for greater recycling efforts. Can use existing sites, Ohio Gulch and county. 7:24:18 PM Linnet should have drop off cardboard and glass in City, where located is discussion. Sounds like new dumpsters would be more quiet, but will increase traffic for this site, potential crux of the question.

7:26:04 PM Haavik, never have liked this use at this area. And in the General Residential area, don’t think it is allowed, conditional use. Horowitz, at street shop would be conditional use.

7:27:01 PM Linnet, 1 piece of a larger conversation, hoping to add curbside recycling. Curbside more convenient, but came at a cost. Would folks be able to reduce garbage can size if we provided curbside composting and cardboard. Feel we need drop off for glass and cardboard. If curbside services offered in future would reduce drop off traffic.

7:29:44 PM Bob Shay comments again, why was this put at the fire department anyway.

7:30:09 PM Thea, hopeful we will do curbside. If we never considered curbside, would want this drop off more centrally in town. But, feels this may be okay in an industrial area.
Burke as Horowitz to reschedule to a future agenda.

7:32:03 PM Husbands, concurs with curbside recycling, need to consider a site away from residential areas. Linnet agrees with Husbands.

OB 374 Discussion of the Sunbeam Subdivision surface water infrastructure. ACTION ITEM

7:33:19 PM Yeager opens with this item. As part of entitlement process, construction of a park, required to build a surface water off of the canal, question has come up, is the cost of installing this a worthwhile infrastructure? At Curtis and other parks, in a good year, struggle to keep them working, concept is good and sound in practice. What is the most efficient use of this money, cost for approx. $63,000, canal improvements also. Is this worthwhile for intermittent use or worthwhile to redirect this to another area. 7:36:07 PM test well casing, transfer more water right, to irrigate park. Staff is asking to reallocate for installation equivalent $63,000, for city to use for improvements to city irrigation system. Want council to weigh in on this.

7:37:33 PM Thea, if this is to be used for irrigation of the park, what would that something else be? Yeager, served by public water supply, this money could be used to drill test well, to find water, if move, can use to irrigate park if move water rights to the the approximately 7-acre park.

Burke is okay with this approach. Thea sounds silly and should think about something that makes more sense. Yeager if we had reliable water right consistent, then would be good.

7:40:51 PM Linnet, nothing to add. Thea, asks about water right, Yeager, water rights in the bank, transfer our cemetery water right to the new test well to put water on the park.

7:42:18 PM Husbands moves to accept staff recommendation to spend money on test well, Linnet seconds. Motion passed with roll call vote; Linnet, yes. Thea, yes. Husbands, yes.

STAFF REPORTS:

7:43:12 PM Yeager will be looking for a recycle area in the center of town. Won’t be able to construct the pad for the roll out pad this year. Burke.

7:45:01 PM Dawson comments, big shift to LI, will continue to look at new site.

7:47:11 PM Horowitz asphalt is now in Quigley, thanks to Kelly Schwarz.

7:47:51 PM Linnet asked about Main Street flooding? Yeager, ITD main street project, the felt has not been removed from the drains. Last Wednesday, concerned with weather, ITD is struggling to get Knife River back on site. Our next issue, worried about felt freezing inside of our drainage system. Emailed ITD, asking to whom do we send the billing and damages incurred, they forwarded that email to Knife River. They (ITD) are struggling with contractor. Thea asked about striping, Yeager can measure if asked. Yeager what was supposed to be inside travel lane of 11 feet, not what we wanted, could grind off striping and restrripe. More discussion on
challenges with paving project. 7:53:01 PM Yeager, options, shoot for restriping during the chip seal project in 2 years.

7:54:54 PM Linnet asks about flashing crosswalks at Croy and Main, ITD will replace it but don’t have a date of completion.

Discussion about writing a letter to ITD. And concerns about removing the felt from drains.

7:57:25 PM Thea moves to adjourn, Husbands seconds, motion passed unanimously.
Return to Agenda
AGENDA ITEM SUMMARY

DATE 11/08/2021  DEPARTMENT: Finance & Records  DEPT. HEAD SIGNATURE: MHC

SUBJECT

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

AUTHORITY: □ ID Code 50-1017  □ IAR ___________  □ City Ordinance/Code ______

BACKGROUND:
Claims are processed for approval three times per month under the following procedure:
1. Invoices received, approved and coded to budget by Department Head.
2. Invoice entry into data base by finance department.
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:
### City of Hailey Check Register Page: 1

**Report Dates:** 10/8/2021-10/21/2021  
**Oct 27, 2021 10:05AM**

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**Oct 27, 2021 10:05AM**

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## City of Hailey Unpaid Invoice Report - MARY'S APPROVAL

Posting period: 11/21

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| 2786 SNAKE RIVER HYDRAULICS | 379340 | 1 | 379340 SB8-PH1-SR | Invoice | 10/05/2021 | 11/08/2021 | 802.49 | 802.49 | 100-40-41405 | 1121 | 1 |
|                            |        |   |                   |         |            |            |        |        |              |      |    |
|                            | Total 2786 SNAKE RIVER HYDRAULICS:                |         |             |             |          |                |                   |                     |            |            |    |
|                            | 802.49 |   |                   |         |            |            |        |        |              |      |    |

| 283 STRIVE WORKPLACE SOLUTIONS | WO-63 | 1 | WO-637797-1 DESK OFFICE SUPPLIES WW | Invoice | 10/19/2021 | 11/08/2021 | 239.59 | 239.59 | 210-70-41215 | 1121 | 1 |
|                               |        |   |                   |         |            |            |        |        |              |      |    |
|                               | Total 283 STRIVE WORKPLACE SOLUTIONS:            |         |             |             |          |                |                   |                     |            |            |    |
|                               | 239.59 |   |                   |         |            |            |        |        |              |      |    |

| 6388 SULLIVAN, GAYLE | CR RE | 1 | CRE REF: 401 WHITETAIL DR | Invoice | 11/03/2021 | 11/08/2021 | 56.28  | 56.28  | 100-00-15110 | 1121 | 1 |
|                      |        |   |                   |         |            |            |        |        |              |      |    |
|                      | Total 6388 SULLIVAN, GAYLE:                      |         |             |             |          |                |                   |                     |            |            |    |
|                      | 56.28  |   |                   |         |            |            |        |        |              |      |    |

| 8559 SUN VALLEY AIR SERVICES BOARD | SEPTE | 1 | LOT FOR AIR SEPTEMBER 2021 | Invoice | 11/03/2021 | 11/08/2021 | 13,312.08 | 13,312.08 | 100-10-41707 | 1321 | 1 |
|                                  |        |   |                   |         |            |            |          |          |              |      |    |
|                                  | Total 8559 SUN VALLEY AIR SERVICES BOARD:        |         |             |             |          |                |                   |                     |            |            |    |
|                                  | 13,312.08 |   |                   |         |            |            |          |          |              |      |    |

| 1302 THE LIFE CHURCH | CRE R | 1 | BANNER RESERVATION REFUND | Invoice | 11/03/2021 | 11/08/2021 | 100.00  | 100.00  | 100-00-32234 | 1121 | 1 |
|                     |        |   |                   |         |            |            |          |          |              |      |    |
|                     | Total 1302 THE LIFE CHURCH:                      |         |             |             |          |                |                   |                     |            |            |    |
|                     | 100.00  |   |                   |         |            |            |          |          |              |      |    |

| 6344 T-MOBILE | 09/21/2 | 1 | HPD CELL PHONES | Invoice | 09/21/2021 | 11/08/2021 | 263.64  | 263.64  | 100-25-41215 | 1121 | 1 |
|               |         |   |                   |         |            |            |          |          |              |      |    |
|               | Total 6344 T-MOBILE:                             |         |             |             |          |                |                   |                     |            |            |    |
|               | 263.64  |   |                   |         |            |            |          |          |              |      |    |

<p>| 6914 TRAFFIC LOGIX CORPORATION | SIN131 | 1 | SIN13145 GUARDIAN PRO SPEED CAMERA SYST | Invoice | 09/17/2021 | 11/08/2021 | 12,429.00 | 12,429.00 | 100-40-41403 | 1321 | 1 |
|                                |        |   |                   |         |            |            |          |          |              |      |    |
|                                | Total 6914 TRAFFIC LOGIX CORPORATION:             |         |             |             |          |                |                   |                     |            |            |    |
|                                | 12,429.00 |   |                   |         |            |            |          |          |              |      |    |</p>
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Total 645 VALLEY CAR WASH: 50.03 50.03
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## Unpaid Invoice Report - MARY'S APPROVAL

**Posting period:** 11/21

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Grand Totals: 414,201.58 1,361.63- 412,839.95
Return to Agenda
A RESOLUTION OF THE HAILEY CITY COUNCIL
TO SET APPOINTMENTS AND TERMS OF OFFICE FOR
THE HAILEY PUBLIC LIBRARY BOARD OF TRUSTEES

WHEREAS, the City Council of the City of Hailey, Idaho established the Hailey Public Library by ordinance in 1989, which has since been codified within Hailey Municipal Code 2.16.010;

WHEREAS, the City Council of the City of Hailey and thereafter appointed the Hailey Public Library Board of Trustees under staggered 5-year terms, pursuant to Idaho Code 33-2604 and Hailey Municipal Code 02.16.020;

WHEREAS, the Hailey City Council wishes to appoint a trustee to the board to fill a vacated 5-year term;

WHEREAS, The Hailey City Council wishes to accept the recommendation for appointment submitted by the Hailey Public Library Board of Trustees.

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

The City of Hailey appoints a five-member Hailey Public Library Board of Trustees, and the mayor appoints and the city council confirms the following members for the following terms Underlined:

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THIS RESOLUTION IS ADOPTED this 8th day of November, 2021.

ATTEST: Martha Burke, Mayor

Mary Cone, City Clerk
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/2021  DEPARTMENT:  Community Development  DEPT. HEAD SIGNATURE:  LH

SUBJECT:  Consideration of an Ordinance No. ______, an ordinance adopting a new Urban Renewal Plan for the Airport Way District Urban Renewal Project.

AUTHORITY:  □ ID Code __________________ □ IAR ___________ □ City Ordinance/Code Title 16
(FIAPPLICABLE)

BACKGROUND:

The Hailey Urban Renewal Agency (HURA) has been working for the last nine months on a new Urban Renewal District, the Airport Way Urban Renewal District. In April 2021, HURA retained Kushlan Associates to review a specific geographic area to determine whether certain conditions were present in the area to warrant an urban renewal project pursuant to chapters 20 and 29, title 50, Idaho Code. On May 6, 2021, HURA accepted the Airport Way Eligibility Report making certain eligibility findings (the “Report”) and transmitted the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Airport Way Area. The Council adopted the findings in the Report by Resolution 2021-057 on May 24, 2021, and directed HURA to prepare the Urban Renewal Plan.

Following several HURA meetings discussing the proposed projects, on September 14, 2021, HURA adopted the Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Plan”) seeking to establish the Airport Way District Project Area (the “Project Area”) by Resolution No. 2021-006, authorizing the transmittal of the Plan to the City Council, and recommending adoption of the Plan. The Plan and Project Area have a 20-year duration with a termination date of December 31, 2041, recognizing HURA will receive the revenue allocation proceeds the year following termination.

The Project Area is approximately 56 acres (inclusive of rights-of-way) and is located in the south westerly part of the city, west of Friedman Memorial Airport. The area is generally bounded by State Highway 75 on the north, Airport Way and Aviation Drive on the east, south of Dornier Way on the south and Broadford Road on the west.

As part of the adoption process the City has taken the necessary action to process the Plan pursuant to Idaho Code Sections 50-2008 and 50-2906 as follows:

- On or about September 27-28, 2021, HURA formally transmitted the Plan and related documents, including a proposed plan approval timeline, a form notice of hearing, a form planning & zoning resolution and a form transmittal letter to the affected taxing districts, to the Mayor and the City Clerk by hand delivery and email. Copies of the letters are available on file with the Community Development Department. Between September 29, 2021 and October 1, 2021: The City formally transmitted the following to the affected taxing districts: a transmittal cover letter including copies of the following documents: the public hearing notice to be published in the Idaho Mountain Express, the Plan and HURA Resolution No. 2021-006 adopting the Plan. The letters to the taxing entities were hand delivered or mailed certified mail. A copy of this letter is on file with the Community Development Department.
- October 4, 2021: Hailey Planning and Zoning Commission adopted Resolution 2021-001, a resolution validating conformity of the Plan with the City’s Comprehensive Plan.
- October 6, 2021: emailed a copy of the transmittal letter and attachments to all taxing agencies.
- November 8, 2021: Noticed public hearing date of the Plan and the first reading of the Ordinance.

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If this Plan were to be adopted some of the objectives would include potential improvements within the Project Area to sidewalks, lighting, signage, landscaping, storm water management infrastructure, water and sewer distribution systems. The estimated cost of the proposed public improvements within the Project Area is $4,090,000. The anticipated revenue allocation proceeds over the life of the District due to new development is estimated to be $4,708,202; therefore, the Plan is economically feasible.

This is the public hearing and first reading of Ordinance ___. To align with reassessment dates, it is important to adopt this Plan before the end of the calendar year. Therefore, staff will recommend at the next reading that the third reading be waived.

ATTACHMENTS:
1. Ordinance ___, an Ordinance approving the Urban Renewal Plan for the Airport Way District Urban Renewal Project.
2. PZ Resolution 2021-001, validating conformity of the Plan with the City’s Comprehensive Plan.
3. Findings that the Urban Renewal Plan for Airport Way District conforms with the City’s Comprehensive Plan.
4. Proof of Publication and Copy of the published notice.
5. The Urban Renewal Plan for the Airport Way District Urban Renewal Project, together with all attachments.
6. Summary of Ordinance No. ___.
7. HURA Resolution 2021-006, adopting the Plan.

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ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing to consider the adoption of Ordinance No. ___, an ordinance adopting a new Urban Renewal Plan for the Airport Way District Urban Renewal Project, and conduct first reading of Ordinance 2021-___.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve first reading of Ordinance ___, an ordinance adopting the Urban Renewal Plan for the Airport Way District Urban Renewal Project.

Denial: Motion to deny an Ordinance ___________, an ordinance adopting the Urban Renewal Plan for the Airport Way District Urban Renewal Project.

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

Date _________________________

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City Clerk

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**FOLLOW-UP:**
*Ord./Res./Agrmt. /Order Originals: *
*Additional/Exceptional Originals to: ____________________________
Copies (all info.): ____________________________ Copies
Instrument # ____________________________
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE AIRPORT WAY DISTRICT URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Urban Renewal Agency of the City of Hailey, Idaho, also known as the Hailey Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the “Act”), as a duly created and functioning urban renewal agency for Hailey, Idaho, (hereinafter referred to as the “Agency”);

WHEREAS, the City Council (“City Council”) of the city of Hailey, Idaho (the “City”), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway District Urban Renewal Project (the “Gateway Plan”);

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1138 on October 15, 2013, approving the Gateway Plan and making certain findings, including establishing the Gateway District revenue allocation area (the “Gateway District Project Area”);

WHEREAS, pursuant to Idaho Code § 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, an urban renewal plan shall (a) conform to the general plan for the municipality as a whole, except as provided in § 50-2008(g), Idaho Code; and (b) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions;

WHEREAS, Idaho Code § 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area, or a combination thereof;
WHEREAS, based on inquiries and information presented by certain public entities, certain interested parties and property owners, the Agency commenced certain discussions concerning examination of an area as appropriate for an urban renewal project;

WHEREAS, in early 2021, the Agency authorized Kushlan | Associates to commence an eligibility study and preparation of an eligibility report of an area located in the south westerly part of the City and west of the Friedman Memorial Airport consisting of approximately 40 acres (not including rights-of-way). The area is generally bounded by State Highway 75 on the north, Airport Way and Aviation Drive on the east, south of Dornier Way on the south, and Broadford Road on the west (the “Study Area”);

WHEREAS, the Agency obtained the Airport Way Urban Renewal District Eligibility Report, dated April 2021 (the “Report”), which examined the Study Area, an area within the area of operation of the City, for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code §§ 50-2018(8), (9), and 50-2903(8);

WHEREAS, pursuant to Idaho Code §§ 50-2018(8), (9) and 50-2903(8), which define a deteriorating area and a deteriorated area, many of the conditions necessary to support a finding of eligibility are found in the Study Area, to wit:

a. presence of a substantial number of deteriorated or deteriorating structures and deterioration of site;

b. age or obsolescence;

c. predominance of defective or inadequate street layout;

d. insanitary or unsafe conditions; and

e. diversity of ownership;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. See, Idaho Code § 50-2903(8)(c);

WHEREAS, the parcels within the Study Area have been dedicated to various urban uses and therefore, open land conditions pursuant to Idaho Code § 50-2903(8)(c) are not present;

WHEREAS, under the Law and Act, Idaho Code §§ 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Report concludes there are not any parcels in the Study Area subject to such consent;

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a
municipality, retards the provision of housing accommodations, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, the Agency Board, on May 13, 2021, adopted Resolution No. 2021-004 accepting the Report and authorized the Agency Chair to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation area as allowed by the Act;

WHEREAS, the City Council, by Resolution No. 2021-057, dated May 24, 2021, declared the Study Area described in the Report to be a deteriorated area or a deteriorating area, or a combination thereof, as defined by Chapters 20 and 29 of Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation an urban renewal plan for the Study Area;

WHEREAS, the Act authorizes urban renewal agencies to adopt revenue allocation financing provisions as part of their urban renewal plans;

WHEREAS, in order to implement the provisions of the Act and the Law either the Agency may prepare a plan, or any person, public or private, may submit such plan to the Agency;

WHEREAS, pursuant to the Law and the Act, as amended, the Agency and its consultants prepared the Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Airport Way District Plan”), as set forth in Exhibit 3 attached hereto, and the corresponding urban renewal/revenue allocation area referred to as the Airport Way District Project Area (“Project Area” or “Revenue Allocation Area”);

WHEREAS, the Airport Way District Plan contains the provisions of revenue allocation financing as allowed by the Act;

WHEREAS, the Agency Board considered all comment and information submitted to the Agency during several Board meetings throughout 2020 and 2021;

WHEREAS, on September 14, 2021, the Agency Board adopted Resolution No. 2021-006 proposing and recommending the approval of the Airport Way District Plan;

WHEREAS, the Agency submitted the Airport Way District Plan to the Mayor and City Council;

WHEREAS, the Mayor and City Clerk have taken the necessary action to process the Airport Way District Plan consistent with the requirements set forth in Idaho Code §§ 50-2906 and 50-2008;
WHEREAS, pursuant to the Law, at a meeting held on October 4, 2021, the City of Hailey Planning and Zoning Commission considered the Airport Way District Plan and found that the Airport Way District Plan is in all respects in conformity with the City of Hailey 2010 Comprehensive Plan, as amended (“Comprehensive Plan”) and forwarded its findings to the Council, a copy of which is attached hereto as Exhibit 1;

WHEREAS, notice of the public hearing of the Airport Way District Plan was caused to be published by City staff, in the City’s official newspaper, the Idaho Mountain Express, on October 6 and 20, 2021, a copy of said notice being attached hereto as Exhibit 2;

WHEREAS, as of October 6, 2021, the Airport Way District Plan was submitted to the affected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, the City Council, during its regular meeting of November 8, 2021, held the public hearing as noticed;

WHEREAS, as required by Idaho Code §§ 50-2905 and 50-2906, the Airport Way District Plan contains the following information with specificity which was made available to the general public and all affected taxing districts at least thirty (30) days prior to the public hearing on November 8, 2021, the regular meeting of the Council: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds, notes and/or other obligations are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area, as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan; and (8) a description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets;

WHEREAS, the Airport Way District Plan authorizes certain projects to be financed by revenue allocation bonds or loans and proceeds from revenue allocation as further set forth in the Airport Way District Plan;

WHEREAS, appropriate notice of the Airport Way District Plan and revenue allocation provision contained therein has been given to the affected taxing districts and to the public as required by Idaho Code §§ 50-2008 and 50-2906;

WHEREAS, it is necessary and in the best interest of the citizens of the City, to adopt the
Airport Way District Plan and to adopt, as part of the Airport Way District Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Airport Way District Plan, in order to: (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the Airport Way District Project Area due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Airport Way District Project Area in order to facilitate the long-term growth of their common tax base; (4) to encourage the long-term growth of their common tax base; (5) to encourage private investment within the City; and (6) to further the public purposes of the Agency;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the Airport Way District Project Area is likely to increase, and continue to increase, as a result of initiation and continuation of urban renewal projects in accordance with the Airport Way Plan;

WHEREAS, under the Law and Act any such plan should provide for: (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe, and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe, and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; or (2) it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in the Law, because of defective or unusual conditions of title, diversity of ownership tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;
WHEREAS, the collective base assessment rolls of the Airport Way District Project Area, together with the base assessment roll value of the Gateway District Project Area cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City;

WHEREAS, it is necessary, and in the best interests of the citizens of the City to adopt the Airport Way District Plan; and

WHEREAS, the City Council at its regular meeting held on November 8, 2021, considered the Airport Way District Plan, as proposed, and made certain comprehensive findings.

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

SECTION 1: It is hereby found and determined that:

(a) The Airport Way District Project Area, as defined in the Airport Way District Plan, is a deteriorated area or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.

(b) The rehabilitation, conservation, development, and redevelopment of the urban renewal area pursuant to the Airport Way District Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.

(c) There continues to be a need for the Agency to function in the City.

(d) The Airport Way District Plan conforms to the Comprehensive Plan.

(e) The Airport Way District Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed-use, industrial and commercial components of the Airport Way District Plan and the need for overall public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Airport Way District Plan.

(f) The Airport Way District Plan affords maximum opportunity consistent with the sound needs of the City, as a whole, for the rehabilitation, development and redevelopment of the urban renewal area by private enterprises.

(g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Airport Way District Plan provides a feasible method for relocation obligations of any displaced families residing within the Airport Way District Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
(h) The collective base assessment rolls of the Airport Way District Project Area and the Gateway District Project Area do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.

(i) The Airport Way District Plan includes the requirements set out in Idaho Code § 50-2905 with specificity.

(j) The Airport Way District Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.

(k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operations.

(l) The portion of the Airport Way District Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

(m) The portion of the Airport Way District Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Airport Way District Project Area does not contain open land areas, that the Agency may acquire land within the Airport Way District Project Area, but does not intend to do so on any widespread basis, and that the Airport Way District Project Area is planned to be developed and/or redeveloped in a manner that will include both residential and nonresidential uses.

SECTION 3: The City Council finds that one of the Airport Way District Plan objectives to increase the residential opportunity does meet the sound needs of the City and will provide housing opportunities in an area that does not now contain such opportunities, and the portion of the Airport Way District Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the City’s Comprehensive Plan to overcome economic disuse,
the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Airport Way District Plan, a copy of which is attached hereto and marked as Exhibit 3 and made a part hereof by attachment, be, and the same hereby is, approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 8, 2021, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Airport Way District Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Airport Way District Plan.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Blaine County and to the appropriate officials of Blaine County Board of Commissioners, City of Hailey, Blaine County Recreation District, Blaine County Ambulance District, Blaine County Road & Bridge, Blaine County School District No. 61, Blaine County Flood Control District No. 9, Hailey Cemetery Maintenance District, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Airport Way District Project Area, and a map indicating the boundaries of the Airport Way District Project Area.

SECTION 7: The City Council hereby finds and declares that the equalized assessed valuation of the Revenue Allocation Area as defined in the Airport Way District Plan, is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Airport Way District Plan.

SECTION 8: The City Council hereby approves and adopts the following statement of policy relating to the appointment of City Council members as members of the Agency’s Board of Commissioners: If any Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Airport Way District Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2021, to the extent permitted by the Act.

SECTION 11: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared
invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 12: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 13: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 14: SAVINGS CLAUSE: This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___ DAY OF NOVEMBER 2021.

________________________________________
Mayor Martha Burke

ATTEST:

_____________________________________
Mary Cone, City Clerk
Exhibit 1

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION FOR THE CITY OF HAILEY, IDAHO, VALIDATING CONFORMITY OF THE URBAN RENEWAL PLAN FOR THE AIRPORT WAY DISTRICT URBAN RENEWAL PROJECT WITH THE CITY OF HAILEY COMPREHENSIVE PLAN
A RESOLUTION OF THE PLANNING AND ZONING COMMISSION FOR THE CITY OF HAILEY, IDAHO, VALIDATING CONFORMITY OF THE URBAN RENEWAL PLAN FOR THE AIRPORT WAY DISTRICT URBAN RENEWAL PROJECT WITH THE CITY OF HAILEY’S COMPREHENSIVE PLAN

WHEREAS, the Urban Renewal Agency of the City of Hailey, Idaho (hereinafter “Agency”), the duly constituted and authorized urban renewal agency of the City of Hailey (the “City”), has submitted the proposed Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Airport Way Plan”) to the City; and

WHEREAS, the Mayor and Hailey City Council referred the Airport Way Plan to the City Planning and Zoning Commission for review and recommendations concerning the conformity of said Airport Way Plan with the City’s Comprehensive Plan, as amended (“Comprehensive Plan”); and

WHEREAS, on October 4, 2021, the City Planning and Zoning Commission met to consider whether the Airport Way Plan conforms with the Comprehensive Plan for the City as required by Idaho Code Section 50-2008(b); and

WHEREAS, the City Planning and Zoning Commission has reviewed said Airport Way Plan in view of the Comprehensive Plan; and

WHEREAS, the City Planning and Zoning Commission has determined that the Airport Way Plan is in all respects in conformity with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION FOR THE CITY OF HAILEY, IDAHO:

Section 1. That the Airport Way Plan, submitted by the Agency and referred to this Commission by the Mayor and City Council for review, is in all respects in conformity with the City’s Comprehensive Plan.

Section 2. That Exhibit A, outlining the findings supporting the determination that the Airport Way Plan is in conformity with the City’s Comprehensive Plan, is hereby adopted and incorporated as part of this Resolution.

Section 3. That the Community Development Director and/or the Chair of the City’s Planning and Zoning Commission are hereby authorized and directed to provide the Mayor and Hailey City Council with a copy of this Resolution relating to said Airport Way Plan.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
ADOPTED by the Planning and Zoning Commission of the City of Hailey, Idaho, this 4th day of October 2021.

APPROVED:

[Signature]

By: Janet Fugate
Title: Chair, Planning and Zoning Commission

ATTEST:

[Signature]

By: Jessica Parker
Title: Community Development Assistant
Exhibit A

Findings that the Urban Renewal Plan for the Airport Way District Urban Renewal Project conforms with the City’s Comprehensive Plan, as required by Idaho Code Section 50-2008(b):

(The Exhibit A of PZ Resolution 2021-001 has not been included to avoid duplicate documents. The Findings are included under Exhibit 2 of the proposed ordinance.)
Exhibit 2

Findings that the Urban Renewal Plan for the Airport Way District Urban Renewal Project conforms with the City's Comprehensive Plan, as required by Idaho Code Section 50-2008(b):
EXHIBIT A
FINDINGS OF CONFORMITY

On October 4, 2021, the Hailey Planning & Zoning Commission, pursuant to Idaho Code Section 50-2008(b), considered the Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Plan”) to determine whether the Plan is in conformity with the Comprehensive Plan of the City of Hailey. The Commission hereby makes the below findings that the Plan conforms with the City’s Comprehensive Plan.

Background

Request: Adoption of P&Z Resolution 2021-1 finding the Plan in conformity with the City’s Comprehensive Plan, as amended. In compliance with the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, chapter 29, Title 50, Idaho Code, as amended (the “Act”), a public hearing on the Urban Renewal Plan for the Airport Way District Urban Renewal Project, will be held before the Hailey City Council on November 8, 2021.

Summary of Request:

In compliance with the Law and the Act, the Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Plan”) was reviewed and adopted by the Hailey Urban Renewal Agency on September 14, 2021, pursuant to Agency Resolution 2021-006, and has been formally transmitted to the Mayor and City Clerk and now is before the Hailey Planning and Zoning Commission. Idaho Code 50-2008(b) provides that prior to the approval of an urban renewal project, the Plan shall be submitted to the planning commission for review and recommendation as to the Plan’s conformity with the general plan (e.g., Comprehensive Plan) for the development of the municipality as a whole. The Commission’s role in this phase is different from some of its typical roles with reviews; this review is not a public hearing and the Commission is asked to only make a finding as to the Plan’s conformity with the Comprehensive Plan. Following the Commission’s recommendation, a public hearing will be held with the City Council.

The Plan encompasses approximately 56 acres (inclusive of rights-of-ways) located in the south westerly part of the City and west of the Friedman Memorial Airport. The Airport Way District is a primarily developed commercial and industrial area containing 62 parcels with 40 separate owners-of-record. In addition, there are 33 owners of commercial and residential condominiums located within the Plan Area. Combined, there are 73 individual owners-of-record within the Study Area. Six (6) of those parcels are under the ownership of public entities and thus are statutorily exempt from property taxes. One (1) single family residence exists along the east side of Bradford Road and there are nine (9) condominium properties reflecting residential assessed values, six of which also reflect Homeowner Property Tax Exemption indicating that these units serve as primary residences even though located in the Service Commercial Industrial zone.
The Plan Area is accessed by way of Airport Way from State Highway 75 via a signalized intersection. Airport Way extends through an “S” curve where it transitions into Aviation Way. Various intersecting low-volume streets provide local access to existing businesses and vacant properties. Airport Way /Aviation Way provide the only access to the area with the exception of a substandard county road (Broadford–Highlands Road) located outside the City limits and a substantial distance from the main activity areas of the district.

The land in the Plan includes a mix of uses including general light industrial, office professional, medical, mini storage, a private school and other commercial/industrial uses. Some residential uses exist in the Plan area. The Plan anticipates a variety of public infrastructure needed to stimulate and support redevelopment, particularly along Airport Way north of the “S” curves, where existing infrastructure is substandard.

**Staff Analysis:**

Staff finds the Plan conforms to the goals of the City of Hailey’s Comprehensive Plan. The urban renewal plan directs the use of revenue allocation financing to accomplish the following priorities:

a. The installation and construction of public improvements, including new collector and arterial streets; improvements to existing roadways and intersections; the installation of new intersections, including the installation of traffic signals; installation of curbs, gutters and streetscapes, which for purposes of this Plan, the term “streetscapes” includes sidewalks, lighting, landscaping, benches, bike racks, wayfinding, public art and similar amenities between the curb and right of way line; installation and/or improvements to fiber optic facilities; improvements to public utilities including water and sewer improvements, and fire protection systems; removal, burying, or relocation of overhead utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; installation and construction of pathways; improvements for parks, open space, and trail networks; and improvement of storm drainage facilities;

b. The planning, design and construction of proposed improvements to roadways to enhance connectivity including the planning, design and construction of roadways and intersections within the Project Area;

c. The replanning, redesign, and development of undeveloped or underdeveloped areas which are stagnant or improperly utilized because of limited traffic access, underserved utilities, and other site conditions;

d. The strengthening of the economic base of the Project Area and the community by the installation of needed public improvements to stimulate new private development providing employment, economic growth, and a more economically sustainable and efficient light industrial, office, limited commercial and compatible residential land development;

e. The provision of adequate land for open space, street rights-of-way and pedestrian rights-of-way, including pathways which will be dedicated to the public;

f. The reconstruction and improvement of street corridors to allow traffic flows to move through the Project Area along with the accompanying utility connections, through the Project Area;
g. The provision of public service utilities, which may be sited outside of the Project Area, but are necessary to the development of the Project Area, such as water system improvements, sewer system improvements and improvements to storm drainage facilities;

h. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

i. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Project Area as a whole and benefiting the various taxing districts in which the urban renewal area is located;

j. The acquisition of real property to support development and/or redevelopment initiatives consistent with the Law and Act; and

k. The funding of necessary public infrastructure to accommodate both public and private development.

Staff recommends and the Commission finds that the Urban Renewal Plan for the Airport Way District Urban Renewal Project is in conformance with the City of Hailey Comprehensive Plan, complying with the goals and objectives specified in following sections:

- Section 1: Natural Resources, Energy and Air Quality
  - Goal 1.2: Efficiently use and conserve resources
  - Goal 1.3: Promote Renewal Energy Production

- Section 2: Hazardous Areas and Wildland Fire Hazards
  - Goal 2.1: Reduce the potential threat to loss of life, limb or property and minimize public expenditures due to natural and man-made hazards

- Section 3: Special Areas or Sites and Features
  - Goal 3.1: Assure the protection and preservation of Special Sites, Areas and Features to maintain a strong community identity for future generations
  - Goal 3.3: Protect the traditional character and scale of the historic downtown and Main Street Corridor

- Section 5: Land Use, Population and Growth Management
  - Goal 5.1: Retain a compact City comprised of a central downtown with surrounding diverse neighborhoods, areas and characteristics as depicted in the Land Use Map; and 5.1.h: Light Industrial – Areas containing uses important to a variety of business sectors that focus on the production of products and services that are less compatible with, and do not compete with, uses in Downtown and the Community Activity Areas.
Goal 5.2: Maintain Downtown as the area containing the greatest concentration of commercial, cultural and civic activity and the priority area for encouraging higher density commercial and mixed use (commercial and residential) development.

- Goal 5.5: Lessen dependency on the automobile
- Goal 5.6: Manage and accommodate population growth by infill development and, when appropriate, minimal expansion by annexation and/or density increases.

- Section 6: Economic Development
  - Goal 6.1: Encourage a diversity of economic development opportunities within Hailey
  - Goal 6.2: Encourage abundant, competitive, and career-oriented opportunities for young workers.

- Section 7: Demographics, cultural Vitality, Social Diversity and Well-being
  - Goal 7.1: Encourage a variety of projects and programs that meet the needs generated by various segments of the population, especially the needs of those who risk suffering effects of discrimination or are socially or economically disadvantaged.
  - Goal 7.2: Encourage projects and programs that seek to provide opportunities for cultural, cross-cultural and educational enrichment.

- Section 8: Housing
  - Goal 8.1: Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels

- Section 9: Public Services, Facilities and Utilities
  - Goal 9.1: Plan for 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.

- Section 11: Community Design
  - Goal 11.1: Establish a built environment that maintains a human scale, retains interest, aesthetics, encourages various levels of interaction among all members of the community, and enhances the character of different neighborhoods.

- Section 12: Private Property
  - Goal 12.1: Evaluate whether proposed regulatory or administrative actions may result in an unconstitutional taking of private property.
Section 13: School Facilities and Transportation
   • Goal 13.2: Ensure the provision of safe, adequate, convenient multi-modal transportation access to all existing and future school sites.

CONCLUSIONS OF LAW

Based upon the above Findings of Conformity, the Commission makes the following findings:

1. Adequate notice was given.
2. Pursuant to Idaho Code Section 50-2008(b), 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.

DECISION

The Hailey Planning and Zoning Commission hereby recommends approval of the Urban Renewal Plan for the Airport Way District Urban Renewal Project to the Hailey City Council, finding the Plan to be in compliance with the Comprehensive Plan.

Signed this 4th day of October, 2021.

[Signature]
Janet Fugate, Planning and Zoning Commission Chair

Attest:

[Signature]
Jessie Parker, Community Development Assistant
Exhibit 3

NOTICE PUBLISHED IN THE *IDAHO MOUNTAIN EXPRESS*
NOTICE OF REGULAR MEETING AND PUBLIC HEARING BY THE
CITY COUNCIL OF THE CITY OF HAILEY, IDAHO
TO CONSIDER THE URBAN RENEWAL PLAN FOR THE
AIRPORT WAY DISTRICT URBAN RENEWAL PROJECT
OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO

NOTICE IS HEREBY GIVEN that on Monday, November 8, 2021, at 5:30 p.m. in the Hailey City Hall Council Chambers, 115 Main Street South, Hailey, Idaho, and/or in virtual meeting as may be noticed on the City’s website (www.haileycityhall.org), the City Council of the city of Hailey, Idaho (“City”) will hold, during its regular meeting, a public hearing to consider for adoption the proposed Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Plan”), of the Urban Renewal Agency of Hailey, Idaho (“Agency”). The urban renewal and revenue allocation area boundary is coterminous and is hereinafter described. The Plan proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, Idaho Code, as amended. The Plan being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Development Act, chapter 29, title 50, Idaho Code, as amended, that will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2021, to be allocated to the Agency for urban renewal purposes. The Agency has adopted and recommended approval of the Plan. The City Council will be considering the first reading of an ordinance to adopt the Plan at the meeting scheduled for November 8, 2021, at 5:30 p.m. Additional readings will follow consistent with the City’s ordinance approval process.

The general scope and objectives of the Plan are:

a. The engineering, design, installation, construction, reconstruction, and/or improvement of streets, including improvements to Highway 75 and Airport Way, the extension of Aviation Drive to Broadford Road and a possible new emergency southerly egress from Airport Way, as well as installation and/or improvements to streetscapes throughout the Project Area, which for purposes of this Plan, the term “streetscapes” includes sidewalks, lighting, signage and wayfinding, landscaping, public art, bicycle and pedestrian facilities and similar amenities, curb and gutter and related improvements and upgrades, and an entry arch at the entrance to Airport Way from Highway 75;

b. The engineering, design, installation, construction, and/or reconstruction of storm water management infrastructure to support compliance with federal, state, and local regulations for storm water discharge and to support private development;

c. The engineering, design, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, water capacity improvements, water storage upgrades, sewer system improvements and upgrades, gravity interceptor, and improvements, and upgrades to power, gas, fiber optics, communications, and other such facilities. Construction of utilities outside of the Project Area are directly related to the
growth and development within the Project Area, but cannot be sited within the Project Area;

d. Removal, burying, or relocation of overhead utilities; removal or relocation of underground utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; undergrounding or piping of laterals; addition of fiber optic lines or other communication systems; addition or improvements to gas and power facilities; public parking facilities, and other public improvements, including but not limited to, adequate fire flows, storm drainage facilities, pedestrian and bicycle facilities, adequate water distribution systems, roadways, streetscapes, and public open spaces that may be deemed appropriate by the Board;

e. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

f. The management of any property acquired by and under the ownership and control of the Agency;

g. The provision for relocation assistance to displaced Project Area occupants and/or businesses as a result of any Agency activity, as may be required by law;

h. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;

i. The acquisition of real property for public right-of-way improvements, bicycle and pedestrian facilities and pathways, public parking facilities (surface lots and/or structured parking facilities), utility undergrounding, streetscape improvements and to incent economic development and/or affordable/workforce/community housing opportunities to create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers and for qualified developments, including economic development, and/or development by other public entities;

j. The demolition or removal of certain buildings and/or improvements for public rights-of-way, bicycle and pedestrian facilities, utility undergrounding, pathways and streetscape improvements to encourage and enhance transportation and mobility options, decrease underutilized parcels, to eliminate unhealthful, unsanitary, or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions and to promote economic growth and development or redevelopment;

k. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code Section 50-2011, and any disposition policies adopted by the Agency;

l. The rehabilitation and adaptive reuse and repurposing of existing structures and improvements;
m. The preparation and assembly of adequate sites for the development and construction of facilities for mixed-use office, commercial, light industrial, and higher density residential areas, community, educational and recreational facilities, as well as light manufacturing and research and design opportunities;

n. To the extent allowed by law, lend or invest federal or state funds to facilitate redevelopment;

o. The environmental assessment and remediation of brownfield sites, or sites where environmental conditions detrimental to redevelopment exist;

p. In collaboration with property owners and other stakeholders, working with the City to amend zoning regulations (if necessary) and standards and guidelines for the design of streetscape, pedestrian and bicycle corridors, open space and other like public spaces applicable to the Project Area as needed to support implementation of this Plan;

q. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to start-ups and microbusiness, local and small-to-mid-sized companies, light industrial and manufacturing, and research and design opportunities;

r. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources.

s. Other related improvements to those set forth above as further set forth in Attachment 5.

Any such land uses as described in the Plan will be in conformance with zoning for the City and the City of Hailey 2010 Comprehensive Plan as amended. Land made available will be developed by private enterprises or public agencies as authorized by law. The Plan identifies various public and private improvements which may be made within the Project Area.

The Urban Renewal Project Area and Revenue Allocation Area herein referred to is described as follows:

An area which is approximately 40 acres (not including rights-of-way) and is located entirely within City limits in the south westerly part of the City and west of the Friedman Memorial Airport. The area is generally bounded by State Highway 75 on the north, Airport Way and Aviation Drive on the east, south of Dornier Way on the south, and Broadford Road on the west, and as more particularly described as follows:

Sections 10, 15, & 16, Township 2 North, Range 18 East
Boise Meridian, City of Hailey, Blaine County, Idaho

A legal description for a parcel of land located within Sections 10, 15, & 16, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, the boundary of which is more particularly described as follows:

Commencing at a Brass Cap, being Blaine County Control Point “2N18E15N1/4”, from which an Aluminum Cap on 5/8” Rebar, being Blaine County Control Point “2N18E15S1/4”, lies S00°20’00”W, 5239.42 feet distant, thence proceeding S57°16’20”W, 2376.76 feet to a 5/8” Rebar with Illegible Cap, marking the Centerline of Airport Way along the Easterly Boundary of Airport West Subdivision Phase II, and said point being the TRUE POINT OF BEGINNING:

Thence S35°51’27”E, 59.62 feet, along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, to a 1/2” rebar with No Cap;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S35° 57' 18"E , 42.68 feet, to a 5/8” rebar with No Cap;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S29° 10' 05"E, 340.04 feet, to a 5/8” rebar by PLS 10161;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S19° 27' 29"E, 159.47 feet, to the Easterly property corner common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, marked by a 1/2” rebar by PLS 10161;

Thence S67° 30’ 55”W, 186.97 feet, along the boundary line common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, to a point;

Thence continuing along the boundary line common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, S60° 24’ 36”W, 50.00 feet, to the Easterly Right of Way of Aviation Drive;

Thence the following courses along the Easterly Right of Way of Aviation Drive;

Thence 275.24 feet along a curve to the right, with a radius of 1040.00 feet, a delta of 15°09’48”, a tangent length of 138.43 feet, and a chord length of 274.44 feet that bears S22°00’29”E, to a point;

Thence S14° 25’ 35”E, 505.10 feet, to a point;
Thence 378.33 feet along a curve to the left, with a radius of 960.00 feet, a
delta of 22°34′47″, a tangent length of 191.65 feet, and a chord length of
375.88 feet that bears S25°42′59″E, to a point;

Thence S37° 00′ 22″E, 90.13 feet, to a point;

Thence leaving said Easterly Right of Way of Aviation Drive, S88° 17'
14″W, 603.23 feet, to the Westerly Right of Way of Broadford Road;

Thence the following courses along the Westerly Right of Way of
Broadford Road;

Thence N04° 37′ 57″W, 464.51 feet, to a 1/2″ rebar by PLS 9561;

Thence N12° 09′ 26″W, 8.72 feet, to a 1/2″ rebar by PLS 9561;

Thence N89° 55′ 57″E, 14.51 feet, along the Southerly boundary of Tax
Lot 7732, to a point;

Thence along the Easterly boundary of Tax Lots 7731 & 7732, 456.21 feet
along a curve to the left, with a radius of 603.11 feet, a delta of 43°20′23″,
a tangent length of 239.64 feet, and a chord length of 445.41 feet that
bears N18°14′20″W, to a point;

Thence S61° 10′ 48″W, 38.19 feet, along the Northerly boundary of Tax
Lot 7731, to the Southeast property corner of Lot 3, Block 3, Broadford
Estates Subdivision;

Thence N44° 46′ 52″W, 369.01 feet, to the Northeast property corner of
Lot 1, Block 3, Broadford Estates Subdivision, also being the Southeast
property corner of Lot 21, Block 1, Della View Subdivision;

Thence N28° 47′ 38″W, 1380.00 feet, to the Northeast property corner of
Lot 1A, Block 1, Della View Subdivision;

Thence leaving said Westerly Right of Way of Broadford Road, N61° 11'
59″E, 75.00 feet, to the Easterly Right of Way of Broadford Road;

Thence along the Easterly Right of Way of Broadford Road, N28° 47'
38″W, 370.41 feet, to a point that lies along the Southerly boundary of the
Hailey Townsite;

Thence N61° 09′ 32″E, 281.13 feet, along the Southerly boundary of the
Hailey Townsite, to the Southeast corner of Block 133, Hailey Townsite;
Thence N28° 44' 40"W, 114.98 feet, to the Northerly Right of Way of State Highway 75, marked by a 5/8” rebar by PLS 13260;

Thence the following courses along the Northerly Right of Way of State Highway 75;

Thence 299.43 feet along a curve to the left, with a radius of 597.00 feet, a delta of 28°44'12", a tangent length of 152.93 feet, and a chord length of 296.30 feet that bears N79°22'59"E, to a 5/8” rebar by PLS 13260;

Thence N65° 04' 49"E, 135.00 feet, to the Southerly property corner common to Lot 2A, Block 1, Wertheimer Park, and Amended Lot 20, Block 135, Hailey Townsite, marked by a 5/8” rebar by PLS 13260;

Thence N65° 03' 08"E, 100.02 feet, to a point;

Thence 221.45 feet along a curve to the right, with a radius of 1082.57 feet, a delta of 11°43'14", a tangent length of 111.11 feet, and a chord length of 221.07 feet that bears N71°00'04"E, to a point;

Thence leaving said northerly right of way of State Highway 75, S31° 48' 04"E, 274.32 feet, to the Easterly property corner common to Lots 10 & 11A, Block 2, Friedman Park;

Thence the following courses along the Easterly boundary of Friedman Park;

Thence S11° 49' 14"E, 63.24 feet, to the Easterly angle point of Lot 10, Block 2, Friedman Park;

Thence S30° 30' 04"E, 377.78 feet, to the Easterly angle point of Lot 7, Block 2, Friedman Park;

Thence S12° 12' 09"E, 278.22 feet, to the Easterly angle point of Lot 3, Block 2, Friedman Park;

Thence S31° 03' 54"E, 439.01 feet, to the Southeast corner of Friedman Park Subdivision’s exterior boundary;

Thence S63° 48' 37"W, 233.57 feet, along the Southerly boundary of Friedman Park Subdivision’s exterior boundary, to the TRUE POINT OF BEGINNING, containing 2,459,658 Sq. Ft. (56.47 Ac.), more or less, as determined by computer methods.

The Project Areas is depicted in the map below.
Copies of the proposed Plan are on file for public inspection and copying at the office of the City Clerk, City Hall, 115 Main Street South, Suite H, Hailey, Idaho, 83333 between the hours of 9:00 o’clock a.m. and 5:00 o’clock p.m., Monday through Friday, exclusive of holidays. Costs for copying are outlined in Idaho Code Section 74-102. For additional assistance in obtaining a copy of the Plan in the event of business office interruptions, contact the office of the City Clerk at 208-788-4221.

The hearing will be held in a handicapped accessible facility. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments, individuals with other disabilities may receive assistance by contacting the City twenty-four (24) hours prior to the hearing.

At the hearing date, time, and place noted above (November 8, 2021, at 5:30 p.m.), all persons interested in the above matters may appear and be heard. Because social distancing orders may be in effect at the time of the hearing, written testimony is encouraged. Written testimony must be submitted at least five days prior to the hearing. Oral testimony may be limited to virtual (internet) or telephonic means and may be limited to three minutes per person. Information on accessing the meeting remotely, participating in the virtual meeting and submitting written testimony can be found at www.haileycityhall.org.

DATED September 28, 2021.

Publication date: October 6 and 20, 2021.
Notice of Regular Meeting and Public Hearing by the City Council of the City of Hailey, Idaho to Consider the Urban Renewal Project Area and Other Public Matters

**Notice of Regular Meeting and Public Hearing**

**HAILEY, IDAHO** – The City Council of the City of Hailey, Idaho will hold a regular meeting on Monday, November 8, 2021, at 5:30 p.m. in the Council Chambers, 115 Main Street South, Hailey, Idaho. The Council will be considering the following matters:

1. Approval of Agenda
2. Approval of Minutes of Regular Meeting on October 4, 2021
3. Recognition of Staff
4. Consideration of Council Policy
5. Public Comments
6. Consideration of City Manager’s Report
7. Consideration of Financial Reports
8. Consideration of Committee Reports
9. Consideration of City Ordinance
10. Consideration of City Codes
11. Consideration of City Plan
12. Consideration of City Planning
13. Consideration of City Development
14. Consideration of City Engineering
15. Consideration of City Parks
16. Consideration of City Utilities
17. Consideration of City Finance
18. Consideration of City Human Resources
19. Consideration of City Information Systems
20. Consideration of City Purchasing
21. Consideration of City Contracts
22. Consideration of City Insurance
23. Consideration of City Legal
24. Consideration of City Communications
25. Consideration of City Employee Benevolence Fund
26. Consideration of City Employee Benefit Plan
27. Consideration of City Employee Retirement Plan
28. Consideration of City Employee Training
29. Consideration of City Employee Safety
30. Consideration of City Employee Health and Wellness
31. Consideration of City Employee Wellness Program
32. Consideration of City Employee Wellness Initiative
33. Consideration of City Employee Wellness Campaign
34. Consideration of City Employee Wellness Month
35. Consideration of City Employee Wellness Day
36. Consideration of City Employee Wellness Awareness
37. Consideration of City Employee Wellness Promotion
38. Consideration of City Employee Wellness Recognition
39. Consideration of City Employee Wellness Education
40. Consideration of City Employee Wellness Evaluation
41. Consideration of City Employee Wellness Assessment
42. Consideration of City Employee Wellness Feedback
43. Consideration of City Employee Wellness Survey
44. Consideration of City Employee Wellness Program
45. Consideration of City Employee Wellness Policy
46. Consideration of City Employee Wellness Program
47. Consideration of City Employee Wellness Program
48. Consideration of City Employee Wellness Program
49. Consideration of City Employee Wellness Program
50. Consideration of City Employee Wellness Program

The Council may also consider other matters that are not anticipated to be substantial in duration or impact, including but not limited to:

- Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  1. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  2. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  3. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
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  26. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
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  28. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  29. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  30. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  31. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  32. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
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  37. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  38. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  39. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:
  40. Consideration of any matters that are not anticipated to be substantial in duration or impact, including but not limited to:

**Public Hearing**

The Council will hold a public hearing to consider the Urban Renewal Project Area and other public matters. The public hearing will begin at 6:00 p.m., immediately following the adjournment of the regular meeting. Members of the public are encouraged to attend the meeting and to participate in the public hearing. Comments may be made orally or in writing. Written comments may be submitted to the City Clerk prior to the meeting.

**Meeting Location**

The meeting will be held in the City Council Chambers, 115 Main Street South, Hailey, Idaho. The meeting will be televised live on the City’s website (www.haileycityhall.org) and on YouTube. Live streaming of the meeting will be available through the City’s website. The meeting will also be webcast live on the City’s website.

**Agenda Availability**

The agenda for the meeting will be available on the City’s website (www.haileycityhall.org) and on YouTube. A copy of the agenda will also be available at the City Hall for viewing prior to the meeting.

**City Hall Location**

City Hall is located at 115 Main Street South, Hailey, Idaho. The City Hall is accessible to the public.

**Contact Information**

For more information, please contact the City Clerk at (208) 788-2300 or cityclerk@haileycityhall.org.

**Next Meeting**

The next regularly scheduled City Council meeting will be held on Monday, December 6, 2021, at 5:30 p.m. in the Council Chambers, 115 Main Street South, Hailey, Idaho.

**Adjournment**

The meeting is adjourned until the next regular meeting of the City Council.

HAILEY, IDAHO - The City Council of the City of Hailey, Idaho will hold a regular meeting on Monday, November 8, 2021, at 5:30 p.m. in the Council Chambers, 115 Main Street South, Hailey, Idaho. The Council will be considering the following matters:...
Copies of the proposed Plan are outlined in Idaho Code Section exclusive of holidays. Costs for copy-o'clock p.m., Monday through Friday, hours of 9:00 o'clock a.m. and 5:00 o'clock p.m., Monday through Friday, exclusive of holidays. Costs for copying are charged at $0.10 per page. The hearing will be held in a handi- capped accessible facility. All informa-
tion presented in the hearing will also be available upon request in a form usable by persons with hearing or visual impairments, individuals with other disabilities may receive assis-
tance by contacting the City twenty-
four (24) hours prior to the hearing. The hearing date, time, and place noted above (November 8, 2021, at 5:30 p.m.), all persons interested in the above matters may appear and be heard. Because social distancing orders may be in effect at the time of the hearing, written testimony is encouraged. Written testimony must be submitted at least five days prior to the hearing. Oral testimony may be limited to virtual (internet) or tele-
phonic means and may be limited to three minutes per person. Information on accessing the meeting remotely, participating in the virtual meeting and submitting written testimony can be found at www.hayleycityhall.org. DATED September 28, 2021.

PUBLISH IDAHO MOUNTAIN EXPRESS OCT 6 & 20, 2021

LEGAL NOTICE
BLAINE COUNTY COURT OF COUNTY COMMISSIONERS
OCTOBER 26, 2021

On Tuesday, October 26, 2021, the Blaine County Board of County Commissioners will hold a public meeting uptairs in the Blaine County Courthouse located at 206 First Ave. So., in Hailey. Items on their agenda include:

1:30 p.m., ACTION ITEM: 1317 Glen Aspen Dr. - Plat Amendment: Public hearing and consideration of an application for approval to divide Parcel 10, Driftwood Ranch Subdivision, by taking out and restoring the area that was enclos-
ing envelope. The 0.85-acre property is located in the 1317 Glen, a residential subdivision, is zoned Residential (R) (3) with areas of Floodplain Overlay (FP) and Special Flood Hazard (SHR) districts.

This meeting is open to the pub-
lit and attendees may be accessible by web or in person, observ-
ing posted protocol for face cover-
ings. The meeting agenda will be posted to the Blaine County web-
ne at https://www.co.blaine.id.us. Sealed bids will be publicly opened and read aloud on October 27, 2021 at 2:00 p.m. in the City Council Chambers at City Hall, 81 Ekhorn Road, Sun Valley, Idaho. The City of Sun Valley reserves the right to accept or deny any and all bids or portions thereof, and to waive any informalities or irregularities of bids received if it is in the advantage of the City.

Nancy Flannigan
City Clerk
DATED August 28, 2021.

PUBLISH IDAHO MOUNTAIN EXPRESS OCT 6, 2021

NOTICE OF PUBLIC HEARING
BEFORE THE KETCHUM CITY COUNCIL TO AMEND THE FEE RESOLUTION
MONDAY, OCTOBER 18, 2021, AT 6:00 P.M.
KETCHUM CITY HALL, 480 EAST AVENUE NORTH, KETCHUM, IDAHO

NOTICE IS HEREBY GIVEN, in accor-
dance with Idaho Code 63-1311A, by the City of Ketchum, Idaho, that the Ketchum City Council will hold a pub-
lic hearing on Monday, October 18, 2021, at 4:00 p.m., in City Hall at 480 East Avenue North, Ketchum, Idaho, to consider an amendment to the fee schedule that includes increases to certain fees and adoption of new fees for cer-
tain permits and services.

NOTICE IS FURTHER GIVEN, that at the aforementioned time and place, any interested person may appear and shall be given an opportunity to com-
ment on the matter stated above.

PUBLISH IDAHO MOUNTAIN EXPRESS
OCT 6, 2021

SIG FOR NEW FIRE PUMPER/TANKER

The City of Sun Valley is soliciting sealed bids for a new Fire Engine. For more information, contact the City Clerk at 208-622-4438 or email pzcounter@co.blaine.id.us.

Sealed bids will be accepted until 1:30 p.m. on October 27th, 2021. Sealed envelopes containing bids must be submitted to the City Clerk. Sealed bids will be publicly opened and read aloud on October 27th, 2021 at 2:00 p.m. in the City Council Chambers at City Hall, 81 Ekhorn Road, Sun Valley, Idaho. The City reserves the right to accept or deny any and all bids or portions thereof, and to waive any informalities or irregularities of bids received if it is in the advantage of the City.

Nancy Flannigan
City Clerk
DATED this 30th day of September 2021.

PUBLISH IDAHO MOUNTAIN EXPRESS
OCT 6, 2021

DANIEL R. SKINNER, 1317 Glen, 206 First Avenue North, Ketchum, Idaho.

This notice is published pursuant to the Idaho Constitution and Idaho Code 67-2-103.

PUBLIC HEARING NOTICE
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
OCTOBER 1, 2021}

PUBLIC HEARING
BLAINE COUNTY ORDNANCE NO. 2021-13
AN ORDINANCE OF THE BLAINE COUNTY BOARD OF COMMISSIONERS ESTABLISHING STANDARDS FOR FACE COVERINGS, DISPENSING MEDICATIONS, SERVICES WHEN THEY ARE IN PUBLIC PLACES, AND OTHER MEASURES FOR VIOLATIONS, PROVIDING A STATEMENT OF EMERGENCY, AND FURTHER PROVIDING THE DATE AND REPEAL REQUIREMENT

WHEREAS, COVID-19 is a respiratory disease that can result in severe illness or death caused by the SARS-
CoV-2 virus, which is a new strain of coronavirus that was previously identified in humans and can easily spread from person to person. The virus is spread between individu-
als who are in close contact with each other through respiratory droplets; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the out-
break of COVID-19 a public health emergency of international concern; and

WHEREAS, the CDC reports that

1 First Avenue South, Suite 208 in Hailey; 208-788-5576; pzcounter@co.blaine.id.us

2 The City of Sun Valley reserves the right to accept or deny any and all bids or portions thereof, and to waive any informalities or irregularities of bids received if it is in the advantage of the City.

3 Nancy Flannigan
City Clerk
DATED this 30th day of September 2021.

4 Public access to the Blaine County web-
ne is at https://www.co.blaine.id.us. Sealed bids will be publicly opened and read aloud on October 27th, 2021 at 2:00 p.m. in the City Council Chambers at City Hall, 81 Ekhorn Road, Sun Valley, Idaho. The City reserves the right to accept or deny any and all bids or portions thereof, and to waive any informalities or irregularities of bids received if it is in the advantage of the City.

5 Nancy Flannigan
City Clerk
DATED this 30th day of September 2021.
IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

IN THE MATTER OF THE ESTATE OF MARGARET ANN GERING, deceased.

CASE NO. CV07-21-00231
NOTICE TO CREDITOR

NOTICE IS HEREBY GIVEN that Brandon Ty Irene and Kylamere Suzanne Stanley have been appointed by the court as co-personal representatives of the estate of Margaret Ann Gering, the date of the death of said decedent being 30th September, 2020, at 4:00 pm. Notice has been given to any creditors of said decedent to present their claims against the estate within four months after the date of this notice. Any creditors are requested to present their claims in writing to the co-personal representatives at 195 River Vista Plaza, Ste 206 Twin Falls, Idaho 83301 before the above-mentioned date.

DATED this 29th day of September, 2021.

CANYON RIVER LLP

By /s/ DENNIS S. VOOREES
Attorney for Co-Personal Representatives

195 River Vista Plaza, Ste 206
Twin Falls, Idaho 83301

PUBLISH IDAHO MOUNTAIN EXPRESS OCT 6, 13 & 20, 2021

IN THE DISTRICT COURT FOR THE FIFTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

IN RE: MARGARET ANN GERING

Legal Name

CASE NO. CV07-21-506
NOTICE OF HEARING ON PETITION TO DETERMINATION OF ELIGIBILITY OF PERSONAL REPRESENTATIVE (Adult or Emancipated Minor)

A Petition to change the name of Margaret Ann Gering, now residing in the City of Sun Valley, State of Idaho, has been filed in the District Court in Blaine County, Idaho. The name of this new name in gold will be Marie Susan Gold. The reason for the change in name is: Gold will be a name more commonly used by the Appellant. Theodore Gold married 2016.

A hearing on the petition is scheduled for 9:30 a.m. on December 14, 2021 at the Blaine County Courthouse. Objectors to the petition who can show the court a good reason against the change in name must file a written objection by October 6, 2021.

CLERK OF THE DISTRICT COURT
By: /s/ Angie Ovard
Deputy Clerk

PUBLISH IDAHO MOUNTAIN EXPRESS OCT 13, 20 & 27, NOV 3, 2021

PUBLIC NOTICE

T-Mobile intends to colocate wireless telecommunications equipment on the side of the building located at 1571 North State Highway 75, Hailey, ID 83333. In publishing this notice in accordance with Federal Communications Commission regulations (47 C.F.R. § 1.1307) for Section 601 of the National Historic Preservation Act of 1966, the City of Hailey, Idaho, is publishing this notice in accordance with Federal Communications Commission regulation (47 C.F.R. § 1.1317) for Section 601 of the National Historic Preservation Act of 1966. Parties interested in filing a request with this Federal undertakings or with questions on the proposed facility should contact: Attorney for the City of Hailey, Stacy Ray at 9550 Hickman Road, Suite 105, Hailey, ID 83333 or call 832-727-2218.

PUBLISH IDAHO MOUNTAIN EXPRESS OCT 20, 2021

NOTICE OF REGULAR MEETING AND PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO TO CONSIDER THE RENAL AREA 25-21 ZONING AMENDMENT REQUEST NO. 25-22-21-

By: /s/ Angie Ovard
Deputy Clerk

The City Council of the City of Hailey, Idaho, will hold, during its regular meeting set for 9:30 a.m. on December 14, 2021, at the Blaine County Courthouse, a public hearing to consider the proposed Zoning Amendment Request No. 25-22-21 by Rinal Area 25-21, which will be before the Planning Commission at its meeting held on November 28, 2021, whereupon the Planning Commission will consider the request. The purpose of the hearing is to afford the public a means of expressing its views and objections to the request. Notice of the hearing has been given to the Planning Commission as of November 1, 2021, to be held at the Blaine County Courthouse, where the Planning Commission will hold a public hearing to consider the request.

The Planning Commission will consider the request on December 14, 2021, at 9:30 a.m., and hold a public meeting immediately thereafter, whereupon the public will be given an opportunity to present its views and objections to the request. The Planning Commission will consider the request on December 14, 2021, at 9:30 a.m., and hold a public meeting immediately thereafter, whereupon the public will be given an opportunity to present its views and objections to the request.

The decision of the Planning Commission will be made within 30 days of the date of the public hearing and will be reported to the City Council of the City of Hailey, Idaho. The City Council will consider the request on January 11, 2022, and make a decision on whether to approve or disapprove the request. The hearing will be conducted in the City Council chambers, 115 Main Street South, Hailey, Idaho, and the public will be permitted to attend. The public will be permitted to speak and ask questions of the City staff and Planning and Zoning Commission members.

In addition to the public hearing, the City Council will hold a public meeting on December 14, 2021, at 9:30 a.m., to consider the request. The public meeting will be held in the City Council chambers, 115 Main Street South, Hailey, Idaho, and the public will be permitted to attend. The public will be permitted to speak and ask questions of the City staff and Planning and Zoning Commission members.

The hearing will be conducted in the City Council chambers, 115 Main Street South, Hailey, Idaho, and the public will be permitted to attend. The public will be permitted to speak and ask questions of the City staff and Planning and Zoning Commission members.

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The hearing will be conducted in the City Council chambers, 115 Main Street South, Hailey, Idaho, and the public will be permitted to attend. The public will be permitted to speak and ask questions of the City staff and Planning and Zoning Commission members.
The proposed rule public hearing report deadline is November 3, 2021.

The proposed rule written comment submission deadline is November 10, 2021, unless otherwise posted.

The rule is scheduled to be reauthorized at Title 01, Chapter 08, Title 03, Chapter 15, Title 05, Chapter 05, Title 06, Chapter 03, Title 08, Chapter 01, Title 13, Chapter 01.

Copies of the proposed rule are on file for public inspection and copying at the office of the City Clerk, City Hall, 115 Main Street South, Suite B, Hailey, Idaho, 83333 between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. Costs for copying are outlined in Idaho Code Section 74-102.4. For additional assistance in obtaining a copy of the Plan, contact the City Clerk at 208-788-8421.

The hearing will be held in a handi- capped accessible facility. All informa- tion presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments, individuals with other disabilities may receive assis- tance by contacting the City Clerk at 208-788-8421.

At the hearing date, time, and place noted above, November 8, 2021, at 5:30 p.m., all persons interested in the above matters may appear and be heard. Because social distancing orders may be in effect at the time of the hearing, written testimony is encouraged. Written testimony must be submitted at least five days prior to the hearing. Oral testimony may be limited to virtual (internet) or tele- phonic means and may be limited to three minutes per person. Information on accessing the meeting remotely, participating in the virtual meeting, and submitting written testimony can be found at www.haileyidaho.org.

DATED September 28, 2021.

PUBLIC NOTICE OF INTENT TO PROPOSE OR PROMULGATE NEW OR CHANGED AGENCY RULES

The following agencies of the state of Idaho have published the complete text and all related, pertinent informa- tion concerning the re-authorization of state agency administrative rules, with modifications as indicated, in this supplemental publication of the state Administrative Bulletin. The text or change(s) re-authorized in this bulletin are currently existing and have been previously promulgated by the agen- cy and reviewed by the Legislature. For full information, including the text of all rulemakings, see the Idaho Administrative Bulletin. October 28, 2021, Volume 21-05E, which can be viewed at: adminrules.idaho.gov.

The proposed rule public hearing report deadline is November 3, 2021.

02-0000-2100 – the following chapters are being reauthorized: Title 01, Chapter 03, Title 02, Chapters 02, 03, Title 06, Chapter 01, Title 04, Chapters 04, 15, 17, 20, 21, 23, 25, 27, 29, 30, and Title 05, Chapter 01. Below lists Zero Based Regulation (zbr) Chapters included in this ruling.

02.04.13, Rules Governing Raw Milk. New ZBR Chapter governs pro- duction, processing, distribution, and sale of raw milk for human consump- tion. This chapter is being reauthorized.

02.04.21, Rules Governing the Importation of Animals. New ZBR Chapter governs all aspects of the importation of all animals into the state; and

02.04.27, Rules Governing Mammals, Fish and Wildlife. New ZBR Chapter governs the designation, inspection, possession, and control of noxious, wild and feral forage and stray.

02.06.33, Organic Food Products Rules. New ZBR Chapter governs defini- tions, program fees, handling, labeling, and general requirements. New ZBR Chapter also governs procedures for organic animal and plant products.

02.06.35, Poultry, Game and Fur Products Rules. New ZBR Chapter governs the processing, inspection, and handling of poultry, game, and fur products; and

02.07.01-2100F – the following chapters are being reauthorized: Title 07, Chapter 01.

02.08.01-2100F – the following chapter is being reauthorized: Title 07, Chapter 01.

02.08.04 – the following chapter is being reauthorized: Title 07, Chapter 01.

02.08.05 – the following chapter is being reauthorized: Title 07, Chapter 01.

02.08.06 – the following chapters are being reauthorized: Title 07, Chapters 01, 11, 13, 16; and Title 02, Chapters 02, 06, 07, 03, 12, Chapter 01, and Title 20, Chapter 01.

03 – Idaho Department of Juvenile corrections – PO Box 83720, Boise, ID 83720-0031.

03-0000-2100 – the following chapters are being reauthorized: Title 03, Chapters 01-04 (wma); and Title 13, Chapter 01.

03.01.07, Rules Governing the Taking of Upland Game. New ZBR Chapter governs the designation, inspection, permitting, reporting requirements of upland game.

03.01.07, Rules Governing the Taking of Territorial Game. New ZBR Chapter governs the designation, inspection, permitting, reporting requirements of territorial game.

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Exhibit 4

URBAN RENEWAL PLAN FOR THE AIRPORT WAY DISTRICT URBAN RENEWAL PROJECT
URBAN RENEWAL PLAN FOR THE AIRPORT WAY DISTRICT URBAN RENEWAL PROJECT

HAILEY URBAN RENEWAL AGENCY

CITY OF HAILEY, IDAHO

Ordinance No. ________
Adopted ________
Effective ________
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100 INTRODUCTION

This is the Urban Renewal Plan (the “Plan”) for the Airport Way District Urban Renewal Project (the “Project”) in the city of Hailey (the “City”), county of Blaine, state of Idaho.

This Plan was prepared by the Board of Commissioners (the “Agency Board”) of the Urban Renewal Agency of the City of Hailey (the “Agency”), its consultants, and staff, and reviewed and recommended by the Agency pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), and all applicable local laws and ordinances.

The Plan includes the following attachments: Attachment 1 -Boundary Map of Airport Way District Urban Renewal Project Area and Revenue Allocation Area; Attachment 2 -Legal Description of Airport Way District Urban Renewal Project Area and Revenue Allocation Area; Attachment 3 - Private Properties Which May be Acquired by the Agency; Attachment 4 -Map Depicting Expected Land Use and Current Zoning Map of the Project Area; and Attachment 5 - Economic Feasibility Study (“Study”). Collectively, Attachments 1-5 may be referred to as the “Plan Attachments” and are incorporated herein and shall be considered a part of this Plan.

The term “Project” is used herein to describe the overall activities defined in this Plan and conforms to the statutory definition of an urban renewal project. Reference is specifically made to Idaho Code Sections 50-2018(10) and 50-2903(13) for the various activities contemplated by the term “Project.” Such activities include both private and public development of property within the urban renewal area. The term “Project” is not meant to refer to a specific activity or development scheme. The Airport Way District Project Area is also referred to as the “Project Area” or “Revenue Allocation Area.”

Plan Required Information

Idaho Code Section 50-2905 identifies what information the Plan must include with specificity as follows:

(1) A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality;

(2) A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area;

(3) An economic feasibility study;

(4) A detailed list of estimated project costs;
(5) A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area;

(6) A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;

(7) A termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan; and

(8) A description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets.

As further described below, this Plan includes the above information with specificity.

The proposed redevelopment of the Project Area as described in this Plan conforms to the City of Hailey 2010 Comprehensive Plan (the “Comprehensive Plan”), adopted by the Hailey City Council (the “City Council”), and as subsequently amended. The Agency intends to utilize and rely heavily on the City’s applicable zoning and design standards which may cover the Project Area.

This Plan is subject to the Plan modification limitations and reporting requirements set forth in Idaho Code Section 50-2903A. Subject to limited exceptions as set forth in Idaho Code Section 50-2903A, if this Plan is modified by City Council ordinance, then the base value for the year immediately following the year in which modification occurs shall include the current year’s equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency’s revenue stream.

A modification shall not be deemed to occur when “[t]here is a plan amendment to make technical or ministerial changes to a plan that does not involve an increase in the use of revenues allocated to the agency.” Idaho Code § 50-2903A(1)(a)(i). Annual adjustments as more specifically set forth in the Agency’s annual budget will be required to account for more/less estimated revenue, project timing and prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not modifications under Idaho Code Section 50-2903A.
This Plan provides the Agency with powers, duties, and obligations to implement and
further the program generally formulated in this Plan for the development, redevelopment,
rehabilitation, and revitalization of the area within the boundaries of the Project Area. The
Agency retains all powers allowed by the Law and Act. This Plan presents a process and a basic
framework within which plan implementation, including contracts, agreements and ancillary
documents will be presented and by which tools are provided to the Agency to fashion, develop,
and proceed with plan implementation. The Plan has balanced the need for flexibility over the
twenty (20)-year timeframe of the Plan to implement the improvements identified in Attachment
5, with the need for specificity as required by Idaho Code Section 50-2905. The Plan narrative
addresses the required elements of a plan set forth in Idaho Code Sections 50-2905(1), (5), (7)
and (8). Attachment 5, together with the Plan narrative, meets the specificity requirement for the
required plan elements set forth in Idaho Code Sections 50-2905(2)-(6), recognizing that actual
Agency expenditures are prioritized each fiscal year during the required annual budgeting
process.

Specific Plan Objectives

Allowed projects are those activities which comply with the Law and the Act and meet
the overall objectives of this Plan. The public-private relationship is crucial in the successful
development and redevelopment of the Project Area. Typically, the public will fund enhanced
public improvements like utilities, streets, and sidewalks which, in turn, establish the necessary
infrastructure to support adjacent private investment for a mixed-use development consisting of
commercial (including, but not limited to office and retail), medical, educational, recreational,
governmental, or institutional facilities, light industrial, and increased density residential
facilities.

The purposes of the Law and Act will be attained through the implementation of the Plan.
The priorities of this Plan are:

a. The installation and construction of public improvements and improvements to
existing and new roadways and intersections in the Project Area, including the
installation of streetscape improvements, which for purposes of this Plan, the term
“streetscapes” includes sidewalks, lighting, signage and wayfinding, landscaping,
public art, bicycle and pedestrian facilities and similar amenities, curb and gutter
and related improvements and upgrades between the curb and right-of-way line;
installation and construction of public parking facilities (surface lots and/or
structured facilities); improvements to public utilities including water and sewer
improvements, and fire protection systems; installation and/or improvements to
power, gas and fiber optic facilities; improvement of irrigation and drainage
ditches and laterals; and improvement of storm drainage facilities;

b. The planning, design, and construction of public improvements to support
increased density workforce and/or other community housing opportunities;
c. The replanning, redesign, and development of undeveloped or underdeveloped areas which are stagnant or improperly utilized because of underserved utilities, and other site conditions;

d. The planning, design, construction and reconstruction of roads and street corridors to support access management, including the potential for an additional access point on to Broadford Road, and to allow pedestrian and other multi-modal transportation options, including bicycles, to move through the Project Area, and to increase connectivity to the broader community;

e. The creation of a gateway entrance into the City, designated by public art, wayfinding and/or other signage;

f. The strengthening of the economic base of the Project Area and the community by the installation of needed public improvements to stimulate new private development providing employment and economic growth;

g. The provision of adequate land for open space, street rights-of-way and pedestrian and bicycle rights-of-way, including pathways;

h. The provision of public service utilities, which are necessary to the development of the Project Area, such as water system improvements, sewer system improvements, and improvements to storm drainage facilities;

i. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources;

j. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Project Area as a whole and benefiting the various taxing districts in which the urban renewal area is located; and

k. The funding of necessary public infrastructure to accommodate both public and private development.

101 General Procedures of the Agency

The Agency is a public body, corporate and politic, as defined and described under the Law and the Act. The Agency is also governed by its bylaws as authorized by the Law and adopted by the Agency. Under the Law, the Agency is governed by the Idaho open meeting law, the Public Records Act and the Ethics in Government Act of 2015, Chapters 1, 2 and 4 of Title
74, Idaho Code; reporting requirements pursuant to Idaho Code Sections 67-450B, 67-1076\(^1\), 50-2903A and 50-2913; and the competitive bidding requirements under Chapter 28, Title 67, Idaho Code, as well as other procurement or other public improvement delivery methods.

Subject to limited exceptions, the Agency shall conduct all meetings in open session and allow meaningful public input as mandated by the issue considered or by any statutory or regulatory provision.

The Agency may adopt separate policy statements. Any modification to any policy statement is a technical or ministerial adjustment and is not a modification to this Plan under Idaho Code Section 50-2903A.

102 Provisions Necessary to Meet State and Local Requirements:
Conformance with Idaho Code Sections 50-2008 and 50-2906

Idaho law requires that the City Council, by resolution, must determine a geographic area to be a deteriorated area or a deteriorating area, or a combination thereof, and designate such area as appropriate for an urban renewal project prior to preparation of an urban renewal plan. A consultant was retained to study a proposed project area (the “Study Area”) and prepare an eligibility report (“Report”). The Report was submitted to the Agency. The Agency accepted the Report by Agency Resolution No. 2021-004 on May 13, 2021, and thereafter submitted the Report to the City Council for its consideration.

The Study Area was deemed by the City Council to be a deteriorating area and/or a deteriorated area as defined by the Law and Act, and therefore eligible for an urban renewal project by adoption of Resolution No. 2021.057 on May 24, 2021. With the adoption of Resolution No. 2021.057, the City Council authorized the preparation of an urban renewal plan by the Agency.

The Plan was prepared and submitted to the Agency for its review and approval. The Agency approved the Plan by the adoption of Agency Resolution No. _______________ on ______________, 2021, and submitted the Plan to the City Council with its recommendation for adoption.

In accordance with the Law, this Plan was submitted to the Planning and Zoning Commission of the City. After consideration of the Plan, the Commission, by resolution, reported to the City Council that this Plan is in conformity with the City’s Comprehensive Plan.

Pursuant to the Law and Act, the City Council having published due notice thereof, a public hearing was held on this Plan. Notice of the hearing was published in the *Idaho Mountain Express*, a newspaper having general circulation in the City. The City Council adopted this Plan on ____________ __, 2021, by Ordinance No. _____.

\(^1\) Pursuant to House Bill 73, passed during the 2021 Legislative Session, significantly effective as of January 1, 2021, with the remaining sections in full force and effect on and after January 1, 2022, Idaho Code Section 67-450E is replaced by Idaho Code Section 67-1076.
103 History and Current Conditions of the Area

As more specifically described in the Report, the Project Area is approximately 40 acres (not including rights-of-way) and is located entirely within City limits in the south westerly part of the City and west of the Friedman Memorial Airport. The area is generally bounded by State Highway 75 on the north, Airport Way and Aviation Drive on the east, south of Dornier Way on the south, and Broadford Road on the west. The Project Area is a predominantly commercial and industrial area, which also permits mixed-use projects allowing for higher density residential facilities, as well as six (6) parcels under ownership of public entities. Of the privately held parcels, approximately 15.05 acres is vacant property, none of which has been used for an agricultural operation or forestry purposes within the past three years. The Project Area includes mixed zoning for light industrial, limited manufacturing and research and design uses, public, commercial, office and residential uses. This area is underdeveloped, and current uses may not be wholly consistent with the City’s vision set forth in the Comprehensive Plan.

The Project Area is accessed by way of Airport Way from State Highway 75 and includes a number of intersecting low-volume streets. Currently, Airport Way/Aviation Way provides the primary access to the Project Area, with limited secondary access from Broadford Road, which is located a substantial distance from the most developed part of the Project Area. This is significant due to the location of critical uses in this area, including the City’s maintenance facilities, the medical clinic, and the Blaine County Public Safety Complex. Should the northern end of Airport Way be blocked for any reason, access to and from these critical community facilities would be severely hampered.

The Project Area has not developed evenly and there are significant gaps in the area’s public infrastructure. Many of the local streets within the Project Area do not have curb, gutter or sidewalks, or related streetscape improvements, such as regular street-lighting. Storm drainage facilities are also lacking in areas creating significant safety issues to all users of the roadway during periods where there is ponding of water from rain and snowmelt. This condition also creates short- and long-term maintenance issues to the roadway. Further, pedestrian and bicycle facilities are inconsistent throughout the Project Area forcing multiple users into the roadway, which can create user conflict and presents safety concerns. In general, water and sewer facilities exist in or near areas necessary to support the desired level of development; however, improvements to the system may be necessary to support the intended usage growth.

The Plan proposes improvements to public infrastructure and other publicly-owned assets throughout the Project Area, creating the framework for the development of a thriving mixed-use light industrial, commercial, office, high-density residential area, with connectivity to the broader community, as well as other public facilities and public improvements, including but not limited to streets, streetscapes, water, sewer, and storm drainage improvements, public parking, public art, open space and pedestrian/bike paths and trails.

The Project Area is underdeveloped and is not being used to its highest and best use due to the presence of a substantial number of deteriorating structures, deterioration of site, age and obsolescence, a predominance of defective or inadequate street layout, insanitary or unsafe
conditions, and diversity of ownership. The foregoing conditions have resulted in economic underdevelopment of the area and have arrested or impaired growth in the Project Area.

The preparation and approval of an urban renewal plan, including a revenue allocation financing provision, gives the City additional resources to solve the public infrastructure problems in this area. Revenue allocation financing should help to improve the situation. In effect, property taxes generated by new developments within the area may be used by the Agency to finance a variety of needed public improvements and facilities. Finally, some of the new developments and improvements may also generate new jobs in the community that would, in turn, benefit area residents.

It is unlikely individual developers or public partners will take on the prohibitive costs of constructing the necessary infrastructure in the Project Area without the ability of revenue allocation to help offset at least some of these costs. But for urban renewal and revenue allocation financing the proposed office, commercial, mixed-use higher density residential and light industrial developments and related public improvements would not occur.

104 Purpose of Activities

Attachment 5 includes identification of the proposed public improvements necessary for the contemplated development in the Project Area with specificity. The description of activities, public improvements, and the estimated costs of those items are intended to create an outside limit of the Agency’s activity. Due to the inherent difficulty in projecting future levy rates, future taxable value, and the future costs of construction, the Agency reserves the right to:

a. Change funding amounts from one Project to another.

b. Re-prioritize the Projects described in this Plan and the Plan Attachments.

c. Retain flexibility in funding the various activities in order to best meet the Plan and the needs of the Project Area.

d. Retain flexibility in determining whether to use the Agency’s funds or funds generated by other sources.

e. Alter the location of proposed improvements described in this Plan and identified in Attachment 5 to support development when it occurs. The information included in this Plan and in Attachment 5 describes a realistic siting of proposed public improvements within the Project Area recognizing it is difficult to project with any certainty where the improvements will be sited until any future projects submit plans to the City for design review and permitting.

The Agency intends to discuss and negotiate with any owner or developer of parcels within the Project Area seeking Agency assistance during the duration of the Plan and Project Area. During such negotiation, the Agency will determine, on an individual basis, the
eligibility of the activities sought for Agency funding, the amount the Agency may fund by way of percentage or other criteria including the need for such assistance. The Agency will also take into account the amount of revenue allocation proceeds estimated to be generated from the developer’s activities. The Agency also reserves the right to establish by way of policy, its funding percentage or participation, which would apply to all developers and owners and may prioritize certain projects or types of projects.

Throughout this Plan, there are references to Agency activities, Agency funding, and the acquisition, development, and contribution of public improvements. Such references do not necessarily constitute a full, final, and formal commitment by the Agency but, rather, grant to the Agency the discretion to participate as stated subject to achieving the objectives of this Plan and provided such activity is deemed eligible under the Law and the Act. The activities listed in this Plan and in Attachment 5 will be determined or prioritized as the overall Project Area develops and through the annual budget setting process.

The activities listed in this Plan and in Attachment 5 are intended to be funded as revenue allocation proceeds are available and based on annual prioritization of projects, prioritized by way of importance and feasibility to the Agency by the amounts funded. Use of revenue allocation proceeds in the Project Area will help to achieve higher objectives, long term goals, and commitments. The projected timing of funding is primarily a function of market conditions and the availability of financial resources but is also strategic, considering the timing of private development partnership opportunities and the ability of certain strategic activities to stimulate development at given points in time within the planned 20-year period of the urban renewal district and revenue allocation area.

The Study (Attachment 5) has described a list of prioritized public improvements and other related activities with an estimated cost in 2021 dollars of approximately $4,090,000.00 for street improvements, streetscapes, water and sewer facility improvements, pedestrian and bicycle facilities, open space, property acquisition, wayfinding/signage, public art, public parking facilities, and other public improvements related to private development of mixed-use office, commercial, light industrial, and higher density residential buildings. This amount does not take into account inflationary factors, such as increasing construction costs, which would increase that figure depending on when the owner, developer and/or Agency is able to develop, construct or initiate those activities. The Study has concluded the capacity of revenue allocation funds through the term of the Plan based on the assumed development projects and assessed value increases will likely generate an estimated $4,708,202.00. The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts predicted in the event higher increases in assessed values occur during the term of the Plan for the improvements and activities identified. Additionally, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified.
200 DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area and the Revenue Allocation Area are shown on the Boundary Map of Airport Way District Urban Renewal Project Area and Revenue Allocation Area, attached hereto as Attachment 1, and incorporated herein by reference, and are described in the Legal Description of Airport Way District Urban Renewal Project Area and Revenue Allocation Area, attached hereto as Attachment 2, and incorporated herein by reference. For purposes of boundary descriptions and the use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way, if within the City limits, or other natural boundary unless otherwise stated.

300 PROPOSED REDEVELOPMENT ACTIONS

301 General

The Agency proposes to eliminate and prevent the spread of deteriorating conditions and deterioration in the Project Area by employing a strategy to improve and develop public and private lands, to improve transportation and mobility options, and to grow the economy in the Project Area. Implementation of the strategy includes, but is not limited to the following actions:

a. The engineering, design, installation, construction, reconstruction, and/or improvement of streets, including improvements to Highway 75 and Airport Way, the extension of Aviation Drive to Broadford Road and a possible new emergency southerly egress from Airport Way, as well as installation and/or improvements to streetscapes throughout the Project Area, which for purposes of this Plan, the term “streetscapes” includes sidewalks, lighting, signage and wayfinding, landscaping, public art, bicycle and pedestrian facilities and similar amenities, curb and gutter and related improvements and upgrades, and an entry arch at the entrance to Airport Way from Highway 75;

b. The engineering, design, installation, construction, and/or reconstruction of storm water management infrastructure to support compliance with federal, state, and local regulations for storm water discharge and to support private development;

c. The engineering, design, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, water capacity improvements, water storage upgrades, sewer system improvements and upgrades, gravity interceptor, and improvements, and upgrades to power, gas, fiber optics, communications, and other such facilities. Construction of utilities outside of the Project Area are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;
d. Removal, burying, or relocation of overhead utilities; removal or relocation of underground utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; undergrounding or piping of laterals; addition of fiber optic lines or other communication systems; addition or improvements to gas and power facilities; public parking facilities, and other public improvements, including but not limited to, adequate fire flows, storm drainage facilities, pedestrian and bicycle facilities, adequate water distribution systems, roadways, streetscapes, and public open spaces that may be deemed appropriate by the Board;

e. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

f. The management of any property acquired by and under the ownership and control of the Agency;

g. The provision for relocation assistance to displaced Project Area occupants and/or businesses as a result of any Agency activity, as may be required by law;

h. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;

i. The acquisition of real property for public right-of-way improvements, bicycle and pedestrian facilities and pathways, public parking facilities (surface lots and/or structured parking facilities), utility undergrounding, streetscape improvements and to incent economic development and/or affordable/workforce/community housing opportunities to create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers and for qualified developments, including economic development, and/or development by other public entities;

j. The demolition or removal of certain buildings and/or improvements for public rights-of-way, bicycle and pedestrian facilities, utility undergrounding, pathways and streetscape improvements to encourage and enhance transportation and mobility options, decrease underutilized parcels, to eliminate unhealthful, unsanitary, or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions and to promote economic growth and development or redevelopment;

k. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code Section 50-2011, and any disposition policies adopted by the Agency;
l. The rehabilitation and adaptive reuse and repurposing of existing structures and improvements;

m. The preparation and assembly of adequate sites for the development and construction of facilities for mixed-use office, commercial, light industrial, and higher density residential areas, community, educational and recreational facilities, as well as light manufacturing and research and design opportunities;

n. To the extent allowed by law, lend or invest federal or state funds to facilitate redevelopment;

o. The environmental assessment and remediation of brownfield sites, or sites where environmental conditions detrimental to redevelopment exist;

p. In collaboration with property owners and other stakeholders, working with the City to amend zoning regulations (if necessary) and standards and guidelines for the design of streetscape, pedestrian and bicycle corridors, open space and other like public spaces applicable to the Project Area as needed to support implementation of this Plan;

q. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to start-ups and microbusiness, local and small-to-mid-sized companies, light industrial and manufacturing, and research and design opportunities;

r. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources.

s. Other related improvements to those set forth above as further set forth in Attachment 5.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and as permitted by the Law and the Act.

**302 Urban Renewal Plan Objectives**

Urban renewal activity is necessary in the Project Area to combat problems of physical deterioration or deteriorating conditions. As set forth in greater detail in Section 103, the Project Area has a history of stagnant growth and development compared to the downtown area of the City based on deteriorated or deteriorating conditions that have arrested or impaired growth in
the Project Area primarily attributed to: underdeveloped properties; inadequate pedestrian and bicycle connectivity and mobility; the presence of a substantial number of deteriorating structures; deterioration of site; age and obsolescence; a predominance of defective or inadequate street layout; unsanitary or unsafe conditions; and diversity of ownership. The Plan for the Project Area is a proposal to work in partnership with public and private entities to improve, develop, and grow the economy within the Project Area by the implementation of a strategy and program set forth in Section 301.

The provisions of this Plan are applicable to all public and private property in the Project Area. The provisions of the Plan shall be interpreted and applied as objectives and goals, recognizing the need for flexibility in interpretation and implementation, while at the same time not in any way abdicating the rights and privileges of the property owners which are vested in the present and future zoning classifications of the properties. All development under an owner participation agreement shall conform to those standards specified in Section 303 of this Plan.

This Plan must be practical in order to succeed. Particular attention has been paid to how it can be implemented, given the changing nature of market conditions. Transforming the Project Area into a vital, thriving part of the community requires a proactive strategy. The following represents the key elements of that effort:

a. Initiate simultaneous projects designed to revitalize the Project Area. From street and utility improvements to significant new public or private development, the Agency plays a key role in creating the necessary momentum to get and keep things going.

b. Develop new mixed-use light industrial, office, commercial, and higher density residential (including affordable/workforce/community housing projects) facilities, as well as encourage other economic development opportunities.

c. Initiate projects designed to encourage economic development, as well as, affordable, community and workforce housing options and increased transportation and mobility options to provide greater connectivity throughout the Project Area and into the broader community.

Without direct public intervention, the Project Area has and could conceivably remain unchanged and in a deteriorated and/or deteriorating condition for the next twenty (20) years. The Plan creates the necessary flexible framework for the Project Area to support the City’s economic development while complying with the “specificity” requirement set forth in Idaho Code Section 50-2905.

Land use in the Project Area may be modified to the extent that the existing brownfields, and underutilized, underdeveloped, deteriorated, deteriorating and vacant land, and land now devoted to scattered inconsistent uses may be converted to a mixed-use, office, commercial, light industrial and higher density residential area. In implementing the activities described in this Plan, the Agency shall give due consideration to the provision of adequate park, open space and
community and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of residents in the general vicinity of the Project Area covered by the Plan, recognizing the mixed-use nature of the Project Area. Additional considerations include overall streetscape improvements and special consideration for transportation and mobility options.

303 Participation Opportunities and Participation Agreements

The Agency may enter into various development participation agreements with any existing or future owners of property in the Project Area, in the event such a property owner seeks and/or receives assistance from the Agency in the development and/or redevelopment of the property. The term “participation agreement” or “owner participation agreement” is intended to include all participation agreements with a property owner, including reimbursement agreements, grant agreements, and other participation agreements. In that event, the Agency may allow for an existing or future owner of property to remove the property and/or structure from future Agency acquisition subject to entering into an owner participation agreement. It is anticipated the Agency will enter into an owner participation agreement with the current owner/developer of property within the Project Area and/or its related entities. The Agency may also enter into owner participation agreements with other future owners and developers within the Project Area throughout the duration of this Plan in order to implement the infrastructure improvements set forth in this Plan.

Each structure and building in the Project Area to be rehabilitated or to be constructed as a condition of the owner participation agreement between the Agency and the owner pursuant to this Plan will be considered to be satisfactorily rehabilitated and constructed pursuant to the requirements of the Law and Act, if the rehabilitated or new structure meets the standards set forth in an executed owner participation agreement and complies with the applicable provisions of this Plan, local codes and ordinances, and the Idaho Code.

All owner participation agreements will address development timing, justification and eligibility of project costs, and achievement of the objectives of the Plan. The Agency shall retain its discretion in the funding level of its participation. Obligations under owner participation agreements shall terminate no later than the termination date of this Plan—December 31, 2041. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any owner participation agreement.

In all owner participation agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into an owner participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant under an owner participation agreement fails or refuses to rehabilitate, develop, use, and maintain its real property pursuant to this Plan and an owner participation agreement, the real property or any interest therein may be acquired by the Agency.
in accordance with Section 305.1 of this Plan and sold or leased for rehabilitation or development in accordance with this Plan.

Owner participation agreements may be used to implement the following objectives:

- Encouraging property owners to revitalize and/or remediate deteriorated areas or deteriorating areas of their parcels to accelerate development in the Project Area.

- Subject to the limitations of the Law and the Act, providing incentives to property owners to encourage utilization and expansion of existing permitted uses during the transition period to prevent a decline in the employment base and a proliferation of vacant and deteriorated parcels in the Project Area during the extended development and/or redevelopment of the Project Area.

- To accommodate improvements and expansions allowed by City regulations and generally consistent with this Plan for the Project Area.

- Subject to the limitations of the Law and Act, providing incentives to improve nonconforming properties so they implement the design guidelines contained in this Plan to the extent possible and to encourage an orderly transition from nonconforming to conforming uses through the term of the Plan.

- Provide for advance funding by the developer/owner participant of those certain public improvements related to or needed for the private development. In that event, the Agency will agree as set out in the owner participation agreement to reimburse a portion of, or all of, the costs of public improvements identified in the participation agreement from the revenue allocation generated by the private development. Though no specific advance funding by a developer/owner participant is shown in Attachment 5, this Plan specifically allows for such an advance.

304 Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. All plans for development of property in the Project Area by a public body shall be subject to Agency approval, in the event the Agency is providing any financial assistance.
Subject to applicable authority, the Agency may impose on all public bodies the planning and design controls contained in this Plan to ensure that present uses and any future development by public bodies will conform to the requirements of this Plan. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements of the Project Area as allowed by the Law and the Act.

The Agency intends to cooperate to the extent allowable with the City for the engineering, design, installation, construction, and/or reconstruction of public infrastructure improvements, including, but not limited to water, sewer, storm drainage, electrical, natural gas, telecommunication, or other similar systems and lines, streets, roads, curbs, gutters, sidewalks, public parking facilities, walkways, and bicycle and pedestrian facilities and pathways. The Agency shall also cooperate with the City on various relocation, screening, or underground projects and the providing of fiber optic capability. To the extent any public entity, including the City, has funded certain improvements such as roadway improvements, streetscapes, bicycle and pedestrian facilities, water and sewer facilities or storm drainage improvements, the Agency may reimburse those entities for those expenses. The Agency also intends to cooperate and seek available assistance from state, federal and other sources for economic development.

In the event the Agency is participating in the public development by way of financial incentive or otherwise, the public body shall enter into an agreement with the Agency and then shall be bound by the Plan and other land use elements and shall take into consideration those standards specified in Section 303 of this Plan.

This Plan does not financially bind or obligate the City, Agency and/or any other public entity to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. The City has not committed to fund any public infrastructure improvements within the Project Area. Such decisions concerning capital improvement projects and/or other expenditures are made by the City annually pursuant to its budget and appropriations process. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any owner participation agreement and in the annual budget adopted by the Agency Board.

305 Property Acquisition

305.1 Real Property

Only as specifically authorized herein, the Agency may acquire, through the voluntary measures described below, but is not required to acquire, any real property located in the Project Area where it is determined that the property is needed for construction of public improvements, required to eliminate or mitigate the deteriorated or deteriorating conditions, to facilitate economic development, including acquisition of real property intended for disposition to qualified developers through a competitive process, and as otherwise allowed by law. The acquisition shall be by any means authorized by law, including, but not limited to, the Law, the Act, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, but shall not include the right to invoke eminent domain authority except as
authorized by Idaho law and provided herein. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee, including structures and fixtures upon the real property, without acquiring the land upon which those structures and fixtures are located.

The Agency intends to acquire any real property through voluntary or consensual gift, devise, exchange, or purchase. Such acquisition of property may be for the development of the public improvements identified in this Plan. Acquisition of property may be for the assembly of properties for redevelopment to achieve Plan goals including public benefits. Such properties may include properties owned by private parties or public entities. This Plan anticipates the Agency’s use of its resources for property acquisition.

In the event the Agency identifies certain property which should be acquired to develop certain public improvements intended to be constructed under the provisions of this Plan, the Agency shall coordinate such property acquisition with any other public entity (e.g., without limitation, the City, the state of Idaho, or any of its authorized agencies), including the assistance of Agency funds to acquire said property either through a voluntary acquisition or the invocation of eminent domain authority as limited by Idaho Code Section 7-701A.

The Agency is authorized by this Plan and Idaho Code Sections 50-2010 and 50-2018(12) to acquire the properties for the uses identified in Attachment 3 hereto for the purposes set forth in this Plan. The Agency has identified its intent to acquire and/or participate in the development of certain public improvements, including, but not limited to those identified in Section 301 of the Plan and/or Attachment 5 hereto. Further, the Agency may acquire real property to facilitate commercial and/or economic development projects by assembling and disposing of developable parcels. The Agency’s property acquisition will result in remediating deteriorating conditions in the Project Area by facilitating the development of mixed-use light industrial, office, commercial, and higher density residential projects within the Project Area areas. The public improvements are intended to be dedicated to the City upon completion. The Agency reserves the right to determine which properties identified, if any, should be acquired.

It is in the public interest and is necessary, in order to eliminate the conditions requiring development and/or redevelopment and in order to execute this Plan, for the power of eminent domain to be employed by the Agency, or by the City with the Agency acting in an advisory capacity, to acquire real property in the Project Area for the public improvements identified in this Plan, which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method, subject to the limitations set forth in Idaho Code Section 7-701A.

Under the provisions of the Act, the urban renewal plan “shall be sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area.” Idaho Code § 50-2018(12). The Agency has generally described those properties by use as set out in Attachment 3 for acquisition for the construction of public improvements. The Agency

2 House Bill 1044, adopted by the Idaho Legislature during the 2021 Legislative Session, limited the Agency’s ability to exercise eminent domain.
may also acquire property for the purpose of developing streetscape, public parking facilities and public utilities. The Agency reserves the right to determine which properties identified, if any, should be acquired.

305.2 Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain as limited by Idaho Code Section 7-701A for the purpose of developing the public improvements described in Section 305.1.

306 Property Management

During the time real property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for development and/or redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

307 Relocation of Persons (Including Individuals and Families), Business Concerns, and Others Displaced by the Project

If the Agency receives federal funds for real estate acquisition and relocation, the Agency shall comply with 24 C.F.R. Part 42, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The Agency reserves the right to extend benefits for relocation to those not otherwise entitled to relocation benefits as a matter of state law under the Act or the Law. The Agency may determine to use as a reference the relocation benefits and guidelines promulgated by the federal government, the state government, or local government, including the State Department of Transportation. The intent of this section is to allow the Agency sufficient flexibility to award relocation benefits on some rational basis, or by payment of some lump-sum per case basis. The Agency may also consider the analysis of replacement value for the compensation awarded to either owner occupants or businesses displaced by the Agency to achieve the objectives of this Plan. The Agency may adopt relocation guidelines which would define the extent of relocation assistance in non-federally assisted projects and which relocation assistance to the greatest extent feasible would be uniform. The Agency shall also coordinate with the various local, state, or federal agencies concerning relocation assistance as may be warranted.

In the event the Agency’s activities result in displacement of families, the Agency shall comply with, at a minimum, the standards set forth in the Law. The Agency shall also comply with all applicable state laws concerning relocation benefits and shall also coordinate with the various local, state, or federal agencies concerning relocation assistance.
308 Demolition, Clearance and Site Preparation

The Agency is authorized (but not required) to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

Further, the Agency is authorized (but not required) to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency including site preparation and/or environmental remediation. In connection therewith, the Agency may cause, provide for, or undertake the installation or construction of streets, utilities, parks, pedestrian walkways, public parking facilities, drainage facilities, and other public improvements necessary to carry out this plan.

309 Property Disposition and Development

309.1 Disposition by the Agency

For the purposes of this Plan, the Agency is authorized to sell, lease, lease/purchase, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property under the reuse provisions set forth in Idaho law, including Idaho Code Section 50-2011 and pursuant to any disposition policies adopted by the Agency. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding.

Real property acquired by the Agency may be conveyed by the Agency and, where beneficial to the Project Area, without charge to any public body as allowed by law. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

Air rights and subterranean rights may be disposed of for any permitted use within the Project Area boundaries.

309.2 Disposition and Development Agreements

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of deteriorating conditions, all real property sold, leased, or conveyed by the Agency is subject to the provisions of this Plan.

The Agency shall reserve such powers and controls in the disposition and development documents as the Agency deems may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

Leases, lease/purchases, deeds, contracts, agreements, and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of
reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of Blaine County, Idaho.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, age, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, disability/handicap, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a disposition and development agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

As required by law or as determined in the Agency’s discretion to be in the best interest of the Agency and the public, the following requirements and obligations shall be included in the disposition and development agreement.

That the developers, their successors, and assigns agree:

a. That a detailed scope and schedule for the proposed development shall be submitted to and agreed upon by the Agency.

b. That the purchase or lease of the land and/or subterranean rights and/or air rights is for the purpose of redevelopment and not for speculation.

c. That the building of improvements will be commenced and completed as jointly scheduled and determined by the Agency and the developer(s).

d. That the site and construction plans will be submitted to the Agency for review as to conformity with the provisions and purposes of this Plan.

e. All new construction shall have a minimum estimated life as may be reasonable for the proposed development.

f. That rehabilitation of any existing structure must assure that the structure is safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition which will continue throughout an estimated useful life for a minimum of twenty (20) years.

 g. That the Agency receives adequate assurance acceptable to the Agency to ensure performance under the contract for sale.

h. All such buildings or portions of the buildings which are to remain within the Project Area shall be reconstructed in conformity with all applicable codes and ordinances of the City.
i. All disposition and development documents shall be governed by the provisions of Section 409 of this Plan.

The Agency also reserves the right to determine the extent of its participation based upon the achievements of the objectives of this Plan. Obligations under any disposition and development agreement and deed covenants, except for covenants which run with the land, beyond the termination date of this Plan, shall terminate no later than December 31, 2041. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any disposition and development agreement.

309.3. Development by the Agency

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct public improvements within the Project Area for itself or for any public body or entity, which public improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the public improvements authorized under Idaho Code Sections 50-2007, 50-2018(10) and (13), and 50-2903(9), (13), and (14), and as otherwise identified in this Plan and in Attachment 5 and may acquire or pay for the land required, therefore.

Any public facility ultimately owned by the Agency shall be operated and managed in such a manner to preserve the public purpose nature of the facility. Any lease agreement with a private entity or management contract agreement shall include all necessary provisions sufficient to protect the public interest and public purpose.

The Agency may enter into contracts, leases, and agreements with the City or other public body or private entity pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code Section 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code Section 50-2908(2)(b) and Section 500 to this Plan or out of any other available funds.

310 Development Plans

All development plans (whether public or private) prepared, pursuant to disposition and development agreement or owner participation agreement, shall be submitted to the Agency Board for approval and review. All development in the Project Area must conform to those standards specified in Section 409 and all applicable City ordinances.

311 Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.
312  Participation with Others

Under the Law, the Agency has the authority to lend or invest funds obtained from the federal government for the purposes of the Law if allowable under federal laws or regulations. The federal funds that may be available to the Agency are governed by regulations promulgated by the Department of Housing and Urban Development for the Community Development Block Grant Program ("CDBG"), the Economic Development Administration, the Small Business Administration, or other federal agencies. In order to enhance such grants, the Agency’s use of revenue allocation funds is critical.

Under those regulations the Agency may participate with the private sector in the development and financing of those private projects that will attain certain federal objectives.

The Agency may, therefore, use the federal funds for the provision of assistance to private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms to support, for any other activity necessary or appropriate to carry out an economic development project.

As allowed by law, the Agency may also use funds from any other sources or participate with the private or public sector with regard to any programs administered by the Idaho Department of Commerce for any purpose set forth under the Law or Act. Further, as allowed by law, the Agency may also use funds distributed pursuant to the American Rescue Plan Act ("ARPA") either allocated directly or as a transfer from an ARPA beneficiary, or other similar federal funding that may become available.

The Agency may enter into contracts, leases, and agreements with the City, or other public body or private entity, pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code Section 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code Section 50-2908(2)(b) and Section 500 to this Plan or out of any other available funds.

313  Conforming Owners

The Agency may, at the Agency’s sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency, provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan.

314  Arts and Cultural Funding

The Agency may dedicate resources for the construction or purchase of facilities for the placement and maintenance of public art and arts projects may be selected and provided by the Agency, separately from any construction costs of developers. Though not required, the Agency
Board generally makes selections of the works of art with assistance from the City and the Hailey Arts and Historic Preservation Commission and may include review and approval of the City Council.

When possible, any Agency arts funding will be used to leverage additional contributions from developers, other private sources, and public or quasi-public entities for purposes of including public art within the streetscape projects identified in this Plan.

400 USES PERMITTED IN THE PROJECT AREA

401 Designated Land Uses

The Agency intends to rely upon the overall land use designations and zoning classifications of the City, as may be amended, and as depicted on Attachment 4 and as set forth in the City’s Comprehensive Plan and within the City’s zoning ordinance and requirements, including the future land use map and zoning classifications, as may be amended. For the most part, the Project Area will include a mix of uses including mixed-use light industrial, office, commercial, and higher-density residential developments, as well as public, medical and governmental uses. Such improvements are consistent with the current zoning designations. Provided, however, nothing herein within this Plan shall be deemed to be granting any particular right to zoning classification or use.

402 Public Rights-of-Way

The Project Area contains existing maintained public rights-of-way included within the boundaries of the Project Area, as set forth on Attachment 1. Any new roadways, including new collectors and/or arterials to be engineered, designed, installed, and constructed in the Project Area, will be constructed in conjunction with any applicable policies and design standards of the City (and State and Federal standards if applicable) regarding dedicated rights-of-way. Additional public streets, alleys, and easements may be created in the Project Area as needed for proper development, and other potential roadways generally described in this Plan and in Attachment 5.

Development may require creation, improvement, or extension of existing streets and easements in the Project Area. Existing dirt roadways, streets, easements, and irrigation or drainage laterals or ditches may be abandoned, closed, or modified as necessary for proper development of the Project Area, in conjunction with any applicable policies and standards of the City regarding changes to dedicated rights-of-way, and appropriate irrigation or drainage districts regarding changes to laterals or ditches.

Any development, maintenance and future changes to the existing interior or exterior street layout shall be in accordance with the objectives of this Plan, and the City or the Idaho Department of Transportation’s design standards, as may be applicable; shall be effectuated in the manner prescribed by State and local law; and shall be guided by the following criteria:
a. A balancing of the needs of proposed and potential new developments for adequate pedestrian and vehicular access (including cars, trucks, bicycles, etc.), vehicular parking, and delivery loading docks with the similar needs of any existing developments permitted to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by the Agency for the Project and any participation agreements executed thereunder;

b. The requirements imposed by such factors as topography, traffic safety, and aesthetics; and

c. The potential need to serve not only the Project Area and new or existing developments, but to also serve areas outside the Project Area by providing convenient and efficient vehicular access and movement.

The public rights-of-way may be used for vehicular, bicycle and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

403 Other Public, Semi-Public, Institutional, and Nonprofit Uses

The Agency is also authorized to permit the maintenance, establishment, or enlargement of public, semi-public, institutional, or nonprofit uses, including park and recreational facilities; educational, fraternal, employee; philanthropic and charitable institutions; utilities; governmental facilities; railroad rights-of-way and equipment; and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area.

404 Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or allow the use of any land in the Project Area for interim uses that are not in conformity with the uses permitted in this Plan. However, any interim use must comply with applicable City Code.

405 Development in the Project Area Subject to the Plan

All real property in the Project Area, under the provisions of either a disposition and development agreement or an owner participation agreement, is made subject to the controls and requirements of this Plan. No such real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.
406 Construction Shall Comply with Applicable Federal, State, and Local Laws and Ordinances and Agency Development Standards

All construction in the Project Area shall comply with all applicable state laws, the City Code, as may be amended from time to time, and any applicable City Council ordinances pending codification, including but not limited to, regulations concerning the type, size, density, and height of buildings; open space, landscaping, light, air, and privacy; the undergrounding of utilities; limitation or prohibition of development that is incompatible with the surrounding area by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors; energy efficiency; parcel subdivision; off-street loading and off-street parking requirements.

In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area in the event of a disposition and development agreement or owner participation agreement.

407 Minor Variations

Under exceptional circumstances, the Agency is authorized to allow a variation from the limits, restrictions, and controls established by this Plan. In order to allow such variation, the Agency must determine that:

a. The application of certain provisions of this Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan;

b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls;

c. Allowing a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and

d. Allowing a variation will not be contrary to the objectives of this Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In allowing any such variation, the Agency shall impose such conditions as are necessary to protect the public peace, health, safety, or welfare and to assure compliance with the purposes of the Plan. Any variation allowed by the Agency hereunder shall not supersede any other approval required under City codes and ordinances and shall not be considered a modification to the Plan.
408 Nonconforming Uses

The Agency may allow an existing use to remain in an existing building and site usage in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into an owner participation agreement and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project Area where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

All nonconforming uses shall also comply with the City codes and ordinances.

409 Design Guidelines for Development under a Disposition and Development Agreement or Owner Participation Agreement

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to incorporate heights of buildings, density, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area as conditions of approval in applicable Agency agreements, including but not limited to disposition and development agreements and owner participation agreements. Any development must also comply with the City’s zoning ordinance regarding heights, setbacks, density, and other like standards.

In the case of property which is the subject of a disposition and development agreement or an owner participation agreement with the Agency, no new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Plan. Under a disposition and development agreement and an owner participation agreement, the design guidelines and land use elements of the Plan shall be achieved to the greatest extent feasible, though the Agency retains the authority to grant minor variations under this Plan and subject to a negotiated agreement between the Agency and the developer or property owner.

Under those agreements the architectural, landscape, and site plans shall be submitted to the Agency and approved in writing by the Agency. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of the Project Area. The Agency shall find that any approved plans do comply with this Plan. The Agency reserves the right to impose such design standards on an ad hoc, case by case basis through the approval process of the owner participation agreement or disposition and development agreement. Any change to such approved design must be consented to by the
Agency and such consent may be conditioned upon reduction of Agency’s financial participation towards the Project.

In the event the Agency adopts design standards or controls, those provisions will thereafter apply to each site or portion thereof in the Project Area. These additional design standards or controls will be implemented through the provisions of any disposition and development agreement or owner participation agreement. These controls are in addition to any standards and provisions of any applicable City building or zoning ordinances; provided, however, each and every development shall comply with all applicable City zoning and building ordinance.

500 METHODS OF FINANCING THE PROJECT

501 General Description of the Proposed Financing Methods

The Agency is authorized to finance this Project with revenue allocation funds, financial assistance from the City (loans, grants, other financial assistance), state of Idaho, federal government or other public entities, interest income, developer advanced funds, donations, loans from private financial institutions (bonds, notes, line of credit), the lease or sale of Agency-owned property, public parking revenue, or any other available source, public or private, including assistance from any taxing district or any public entity.

The Agency is also authorized to obtain advances, lines of credit, borrow funds, and create indebtedness in carrying out this Plan. The Agency may also consider an inter-fund transfer or grant from the City or an existing revenue allocation area. The principal and interest on such advances, funds, and indebtedness may be paid from any funds available to the Agency. The City, as it is able, may also supply additional assistance through City loans and grants for various public improvements and facilities. The City or any other public agency, as properly budgeted, may expend money to assist the Agency in carrying out this Project.

As allowed by law and subject to restrictions as are imposed by law, the Agency is authorized to issue notes or bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.


The Agency hereby adopts revenue allocation financing provisions as authorized by the Act, effective retroactively to January 1, 2021. These revenue allocation provisions shall apply to all taxing districts which are located in or overlap the Revenue Allocation Area shown and described on Attachments 1 and 2 to this Plan. The Agency shall take all actions necessary or convenient to implement these revenue allocation financing provisions. The Agency specifically finds that the equalized assessed valuation of property within the Revenue Allocation Area is likely to increase as a result of the initiation of the Project.
The Agency, acting by one or more resolutions adopted by its Board, is hereby authorized to apply all or any portion of the revenues allocated to the Agency pursuant to the Act to pay as costs are incurred (pay-as-you-go) or to reimburse a developer or property owner for advance funded public infrastructure or to pledge all or any portion of such revenues to the repayment of any moneys advance-funded by developers or owners, borrowed, indebtedness incurred, or notes or bonds issued by the Agency to finance or to refinance the Project Costs (as defined in Idaho Code Section 50-2903(14)) of one or more urban renewal projects.

The Agency may consider a note or line of credit issued by a bank or lending institution premised upon revenue allocation funds generated by a substantial private development contemplated by the Study as defined in section 502.1, which would allow the Agency to more quickly fund the public improvements contemplated by this Plan. Likewise, a developer/owner advanced funding of certain eligible public infrastructure improvements to be reimbursed pursuant to an owner participation agreement could achieve the same purpose.

Upon enactment of a City Council ordinance finally adopting these revenue allocation financing provisions and defining the Revenue Allocation Area described herein as part of the Plan, there shall hereby be created a special fund of the Agency into which the County Treasurer shall deposit allocated revenues as provided in Idaho Code Section 50-2908. The Agency shall use such funds solely in accordance with Idaho Code Section 50-2909 and solely for the purpose of providing funds to pay the Project Costs, including any incidental costs, of such urban renewal projects as the Agency may determine by resolution or resolutions of its Board.

A statement listing proposed public improvements and facilities, a schedule of improvements, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code Section 50-2905 is included in this Plan and in Attachment 5 to this Plan. This statement necessarily incorporates estimates and projections based on the Agency’s and the consultants’ present knowledge and expectations. The Agency is hereby authorized to adjust the presently anticipated urban renewal projects and use of revenue allocation financing of the related Project Costs if the Board deems such adjustment necessary or convenient to effectuate the general objectives of the Plan in order to account for revenue inconsistencies, market adjustments, future priorities, owner participation agreement applicants, and unknown future costs. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in the annual budget.

The Agency may appropriate funds consisting of revenue allocation proceeds on an annual basis without the issuance of notes or bonds. The Agency may also obtain advances or loans from the City\(^3\), or from the Agency’s other revenue allocation area, or private entity and financial institutions in order to immediately commence construction of certain of the public improvements. Developer advanced funding of public improvements could also achieve the same purpose. The revenue allocation proceeds are hereby irrevocably pledged for the payment of the principal and interest on the advance of monies or making of loans or the incurring of any

\(^3\) The City has not committed funding for any public improvement projects. Any City funding would be subject to annual budgeting and appropriation.
indebtedness such as bonds, notes, and other obligations (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part, including reimbursement to developers for the cost of eligible public improvements.

Revenues will continue to be allocated to the Agency until termination of the revenue allocation area as set forth in Section 800. Attachment 5 incorporates estimates and projections based on the Agency’s and the consultants’ present knowledge and expectations concerning the length of time to complete the improvements and estimated future revenues. The activity may take longer depending on the significance and timeliness of development. Alternatively, the activity may be completed earlier if revenue allocation proceeds are greater, or the Agency obtains additional funds from another source.

The revenue allocation proceeds are hereby irrevocably pledged for the payment of the principal and interest on the advance of monies or making of loans or the incurring of any indebtedness such as bonds, notes, and other obligations (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the project in whole or in part, including reimbursement to any owner/developer for the cost of eligible public improvements pursuant to an owner participation agreement.

The Agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project.

The Agency reserves the right to either pay for project costs from available revenue (pay-as-you-go basis) or borrow funds by incurring debt through notes or other obligations.

Revenue allocation proceeds are deemed to be only a part of the proposed funding sources for the payment of public improvements and other project improvements. Additionally, project funding is proposed to be phased for the improvements, allowing various sources of funds to be accumulated for use.

502.1 Economic Feasibility Study

Attachment 5 constitutes the Economic Feasibility Study (“Study”) prepared by Kushlan Associates. The Study constitutes the financial analysis required by the Act and is based upon existing information from property owners, developers, the Agency, City, and others.

502.2 Assumptions and Conditions/Economic Feasibility Statement

The information contained in Attachment 5 assumes certain completed and projected actions. All debt is projected to be repaid no later than the duration period of the Plan. The total amount of indebtedness (and all other loans or indebtedness), developer reimbursement and the amount of revenue generated by revenue allocation are dependent upon the extent and timing of private development. Should all of the projected development take place as projected, the project indebtedness could be extinguished earlier, dependent upon the bond sale documents or
other legal obligations. Should private development take longer to materialize, or should the private development be substantially less than projected, then the amount of revenue generated will be substantially reduced and debt may continue for its full term.

The Plan and the Plan Attachments incorporate estimates and projections based on the Agency’s and consultants’ present knowledge and expectations. The Plan proposes certain public improvements as set forth in this Plan and in Attachment 5, which will facilitate development in the Revenue Allocation Area.

The assumptions set forth in the Study are based upon the best information available to the Agency and consultants through public sources or discussions with property owners, developers, City staff and others. The information has been analyzed by the Agency and its consultants in order to provide an analysis that meets the requirements set forth under the Law and the Act. At the point in time when the Agency may seek a loan from lenders or others, a more detailed and then-current financial pro forma will be presented to those lenders or underwriters for analysis to determine the borrowing capacity of the Agency. As set forth herein, the Agency reserves the right to fund the Project on a “pay-as-you-go” basis. The Agency Board will prioritize the activities set forth in this Plan and determine what funds are available and what activities can be funded. The Agency will establish those priorities through its mandated annual budgetary process.

The list of public improvements, or activities within this Plan and in Attachment 5 are annually prioritized by way of importance to the Agency, by feasibility based on estimated revenues to be received, amounts funded, and by year of funding, dependent upon available funds. The projected timing of funding is primarily a function of the availability of financial resources and market conditions but is also strategic, considering the timing of private development partnership opportunities and the ability of certain strategic activities to stimulate development at given points in time within the duration of the Plan and Project Area.

The assumptions concerning revenue allocation proceeds are based upon certain anticipated or projected new developments, assessed value increases, and assumed levy rates as more specifically set forth in Attachment 5. In projecting new construction, the Study considered parcels identified as expected to develop over the life of the Project Area, communications with potential developers and City staff, and historical market absorption rates for light industrial, office, commercial, and residential projects. Further, the financial analysis set forth in Attachment 5 has taken into account and excluded levies that do not flow to the Agency consistent with Idaho Code Section 50-2908.

The types of new construction expected in the Project Area are mixed-use light industrial, office, commercial, and higher density residential (including affordable, workforce and community housing opportunities), and related public improvements. The Project Area has potential for a significant increase in mixed-use light industrial, office, commercial, and higher density residential project growth due to the location of the Project Area. However, without a method to construct the identified public improvements such as adequate fire flows, storm drainage facilities, pedestrian and bicycle facilities, adequate water distribution and sewer
collection systems, public parking facilities, roadways, curbs, gutters, and streetscapes, development is unlikely to occur in much of the Project Area.

It is understood that application of certain exemptions, including the homeowners’ exemption and Idaho Code Section 63-602K, which provides for personal property tax exemption to businesses, may have the effect of reducing the increment value, which in turn reduces revenue.

502.3 Ten Percent Limitation

Under the Act, the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed taxable value for the entire City. According to the Blaine County Assessor, the assessed taxable value for the City as of January 1, 2020\(^4\), less homeowner’s exemptions is $1,126,647,293.00. Therefore, the 10% limit is $112,664,729.00.

The adjusted base assessed value of the existing revenue allocation area and the proposed Project Area as of January 1, 2020, is as follows:

- **Gateway District**: $67,496,712
- **Airport Way District**: $34,116,251

The adjusted base values for the existing revenue allocation area and the estimated base value for the proposed Project Area, less homeowners’ exemptions, is $101,612,753, which is less than 10% of the City’s 2020 taxable value.

502.4 Financial Limitation

The Study identifies a number of capital improvement projects. Use of any particular financing or funding source for any particular purpose is not assured or identified. Use of the funding source shall be conditioned on any limitations set forth in the Law, the Act, by contract, or by other federal regulations. If revenue allocation funds are unavailable, then the Agency will need to use a different funding source for that improvement.

The amount of funds available to the Agency from revenue allocation financing is directly related to the assessed value of new improvements within the Revenue Allocation Area. Under the Act, the Agency is allowed the revenue allocation generated from inflationary increases and new development value. Increases have been assumed based upon the projected value of new development as that development occurs along with possible land reassessment based on a construction start.

\(^4\) Due to the timing of the assessment process and creation of this Plan, the 2020 certified values have been used to establish compliance with the 10% limitation. Using the 2020 values, the total adjusted base value of the existing revenue allocation area combined with the value of this Project Area are approximately 9% of the total taxable value of the City. Even assuming an increase in values for 2021, the combined adjusted base values of the revenue allocation areas would not exceed 10% of the current assessed taxable value for the entire City.
The Study, with the various estimates and projections, constitutes an economic feasibility study. Costs and revenues are analyzed, and the analysis shows the need for public capital funds during the project. Multiple financing sources including proposed revenue allocation notes, bonds, annual revenue allocations, developer contributions, City contributions, interfund loan, property disposition, and other funds are shown. This Study identifies the kind, number, and location of all anticipated public works or improvements, a detailed list of estimated project costs, a description of the methods of financing the estimated project costs, and the time when related costs or monetary obligations are to be incurred. Based on these funding sources, the conclusion is that the Project is feasible.

The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts projected in the Study for the purpose of funding the additional identified projects and improvements. The projections in the Study are based on reasonable assumptions and existing market conditions. However, should the Project Area result in greater than anticipated revenues, the Agency specifically reserves the ability to fund the additional activities and projects identified in this Plan. Further, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified, including but not limited to owner participation agreements and disposition and development agreements. The Agency may also, re-prioritize projects pursuant to market conditions, project timing, funding availability, and other considerations as more specifically detailed in the annual budget.

The proposed timing for the public improvements may very well have to be adjusted depending upon the availability of some of the funds and the Agency’s ability to finance any portion of the Project. Any adjustment to Project timing or funding is technical or ministerial in nature and shall not be considered a modification of the Plan pursuant to Idaho Code Section 50-2903A.

Attachment 5 and Section 301 lists those public improvements the Agency intends to construct through the term of the Plan. The costs of improvements are estimates only as it is impossible to know with any certainty what the costs of improvements will be in future years. There is general recognition that construction costs fluctuate and are impacted by future unknowns, such as, the cost of materials and laborers. Final costs will be determined by way of construction contract public bidding or by an agreement between the developer/owner and Agency. The listing of public improvements does not commit the City or Agency to any particular level of funding; rather, identification of the activity in the Plan allows the Agency to negotiate the terms of any reimbursement with the developer and/or City. This Plan does not financially bind or obligate the City or Agency to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. The City has not committed to fund any public infrastructure improvements within the Project Area. Such decisions concerning capital improvement projects and/or other expenditures are made by the City annually pursuant to its budget and appropriations process. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any participation agreement and in the

annual budget adopted by the Agency Board. The proposed location and siting of the proposed
canada infrastructure within the Project Area and other improvement projects in the Project Area
are generally described in Attachment 5, recognizing that the specific location of the projects
will depend on the type and timing of development. A change in the location of the
improvements does not constitute a modification of this Plan.

The Agency reserves its discretion and flexibility in deciding which improvements are
more critical for development, and the Agency intends to coordinate its public improvements
with associated development by private developers/owners. The Agency also intends to
cordinate its participation in the public improvements with the receipt of certain grants or loans
which may require the Agency’s participation in some combination with the grant and loan
funding.

Generally, the Agency expects to develop those improvements identified in Attachment 5
first, in conjunction with private development within the Project Area generating the increment
as identified in Attachment 5.

The Plan has shown that the equalized valuation of the Revenue Allocation Area as
defined in the Plan is likely to increase as a result of the initiation and completion of urban
renewal projects pursuant to the Plan.

### 502.5 Participation with Local Improvement Districts and/or Business
Improvement Districts

Under the Idaho Local Improvement (“LID”) District Code, Chapter 17, Title 50, Idaho
Code, the City has the authority to establish local improvement districts for various public
facilities, including, but not limited to, streets, curbs, gutters, sidewalks, storm drains,
landscaping, and other like facilities. To the extent allowed by the Law and the Act, the Agency
reserves the authority, but not the obligation, to participate in the funding of local improvement
district facilities. This participation may include either direct funding to reduce the overall cost
of the LID or to participate as an assessed entity to finance the LID project. Similarly, to the
extent allowed by the Law and the Act, the Agency reserves the authority, but not the obligation,
to participate in the funding of the purposes specified under the Business Improvement Districts
Code, Chapter 26, Title 50, Idaho Code.

### 502.6 Issuance of Debt and Debt Limitation

Any debt incurred by the Agency as allowed by the Law and the Act shall be secured by
revenues identified in the debt resolution or revenue allocation funds as allowed by the Act. All
such debt shall be repaid within the duration of this Plan, except as may be authorized by law.

### 502.7 Impact on Other Taxing Districts and Levy Rate

An estimate of the overall impact of the revenue allocation project on each taxing district
is shown in the Study through the new development projections set forth in Attachment 5.
The assessed value for each property in a revenue allocation area consists of a base value and an increment value. The base value is the assessed value as of January 1 of the year in which a revenue allocation area is approved by a municipality, with periodic adjustments allowed by Idaho law. The increment value is the difference between the adjusted base assessed value and current assessed taxable value in any given year while the property is in a revenue allocation area. Under Idaho Code Section 63-802, taxing entities are constrained in establishing levy rates by the amount each budget of each taxing district can increase on an annual basis. Taxing entities submit proposed budgets to the County Board of Commissioners, which budgets are required to comply with the limitations set forth in Idaho Code Section 63-802. Therefore, the impact of revenue allocation is more of a product of the imposition of Idaho Code Section 63-802, than the effect of urban renewal.

The County Board of Commissioners calculates the levy rate required to produce the proposed budget amount for each taxing entity using the assessed values which are subject to each taxing entity’s levy rate. Assessed values in urban renewal districts which are subject to revenue allocation (incremental values) are not included in this calculation. The combined levy rate for the taxing entities is applied to the incremental property values in a revenue allocation area to determine the amount of property tax revenue which is allocated to an urban renewal agency. The property taxes generated by the base values in the urban renewal districts and by properties outside revenue allocation areas are distributed to the other taxing entities. Properties in revenue allocation areas are subject to the same levy rate as they would be outside a revenue allocation area. The difference is how the revenue is distributed. If the overall levy rate is less than assumed, the Agency will receive fewer funds from revenue allocation.

In addition, without the Revenue Allocation Area and its ability to pay for public improvements and public facilities, fewer substantial improvements within the Revenue Allocation Area would be expected during the term of the Plan; hence, there would be lower increases in assessed valuation to be used by the other taxing entities. The Study’s analysis is premised upon the fact the projected development would not occur but for the ability to use revenue allocation funds to fund certain significant public infrastructure improvements.

One result of new construction occurring outside the revenue allocation area (see Idaho Code §§ 63-802 and 63-301A) is the likely reduction of the levy rate as assessed values increase for property within each taxing entity’s jurisdiction. From and after December 31, 2006, Idaho Code Section 63-301A prohibits taxing entities from including, as part of the new construction roll, the increased value related to new construction within a revenue allocation area until the revenue allocation authority is terminated. Any new construction within the Project Area is not available in the short term for inclusion by the other taxing entities to increase their budgets. Upon termination of this Plan and Project Area or deannexation of area, the taxing entities will be able

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6 House Bill 389 passed during the 2021 Legislative Session, effective in significant part as of January 1, 2021, further limits a taxing entity’s ability to increase the property tax portion of its budget. The Study has considered the impact of House Bill 389 on the Project’s overall feasibility.

7 House Bill 389 amended Idaho Code Sections 63-802 and 63-301A by limiting the value placed on the new constructions roll and available to a taxing district for a budget capacity increase. This could result in lower levy rates over time.
to include a percentage⁸ of the accumulated new construction roll value in setting the following year's budget and revenue pursuant to Idaho Code Sections 63-802 and 63-301A.

As 2021 certified levy rates are not determined until late September or October 2021, the 2020 certified levy rates have been used in the Study for purposes of the analysis.⁹ Those taxing districts and their 2020 certified levy rates are as follows:¹⁰

<table>
<thead>
<tr>
<th>Taxing Districts</th>
<th>Levy Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blaine County Ambulance Service</td>
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</tr>
<tr>
<td>Blaine County</td>
<td>.001033078</td>
</tr>
<tr>
<td>Blaine County Recreation</td>
<td>.000134686</td>
</tr>
<tr>
<td>Blaine County Road &amp; Bridge</td>
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</tr>
<tr>
<td>Blaine School #61</td>
<td>.002861153</td>
</tr>
<tr>
<td>Flood Control #9</td>
<td>.000011468</td>
</tr>
<tr>
<td>City of Hailey</td>
<td>.002192806</td>
</tr>
<tr>
<td>Hailey Cemetery</td>
<td>.000122206</td>
</tr>
<tr>
<td>Hailey City Bond</td>
<td>.0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>.006564853</strong></td>
</tr>
</tbody>
</table>

The Study has made certain assumptions concerning the levy rate. The levy rate is estimated to be lower than the combined 2020 certified levy rate to adjust for the impact of House Bill 389, as well as considering the rapidly increasing property values. As the actual impact of the property value fluctuations on the levy rate is unknown, the Study has assumed a combined levy rate of 0.00594, which for purposes of the Study is held constant for the duration of the Plan. The increment value is expected to increase annually by 8% over the term of the Plan; land values are projected to inflate at 3% annually and improvement values are projected to inflate at 5% annually. Significant new development value is projected to be placed on the tax rolls in years 2024, 2027, 2030, 2034 and 2038, with annual projected new development of $75,000 in the remaining years. If the overall levy rate is less than projected, or the land values do not increase as expected, or expected development fails to occur as estimated, the Agency shall receive fewer funds from revenue allocation.

Pursuant to Idaho Code Section 50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Project Area. The Study has taken this statute into account.

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⁸ Pursuant to House Bill 389, 80% of the total eligible increment value is added to the new construction roll.
⁹ Due to the timing of the taxing districts' budget and levy setting process, certification of the 2021 levy rates did not occur until after this Plan had been prepared and considered by the Agency. In order to provide a basis to analyze the impact on the taxing entities, the 2020 levy rates are used. Use of the 2020 levy rates provides a more accurate base than estimating the 2021 levy rates.
¹⁰ It is unclear how the personal property tax exemption set forth in Idaho Code Section 63-602KK, as amended by House Bill 389, effective January 1, 2022, may impact the levy rate.
¹¹ Net of voter approved bonds and levies.
503 Phasing and Other Fund Sources

The Agency anticipates funding only a portion of the entire cost of the public improvement shown in this Plan and on Attachment 5. Other sources of funds may include City funding (as may be budgeted annually by the City) and other public entity partners, federal/grant funding, and developer participation. Agency participation will be determined by the amount of revenue allocation funds generated. It is important to note this Plan does not financially bind or obligate the City, Agency and/or any other public entity to any project or property acquisition. Agency and/or other public entity participation in any project shall be determined by the amount of revenue allocation funds generated and pursuant to the annual budgeting process.

504 Lease Revenue, Parking Revenue, and Bonds

Under the Law (see Idaho Code § 50-2012), the Agency is authorized to issue revenue bonds to finance certain public improvements identified in the Plan. Under that type of financing, the public entity would pay the Agency a lease payment annually which provides certain funds to the Agency to retire the bond debt. Another variation of this type of financing is sometimes referred to as conduit financing, which provides a mechanism where the Agency uses its bonding authority for the Project, with the end user making payments to the Agency to retire the bond debt. These sources of revenues are not related to revenue allocation funds and are not particularly noted in the Study, because of the “pass through” aspects of the financing. Under the Act, the economic feasibility study focuses on the revenue allocation aspects of the Agency’s financial model.

These financing models typically are for a longer period of time than the 20-year period set forth in the Act. However, these financing models do not involve revenue allocation funds, but rather funds from the end users which provide a funding source for the Agency to continue to own and operate the facility beyond the term of the Plan as allowed by Idaho Code Section 50-2905(8) as those resources involve funds not related to revenue allocation funds.

505 Membership Dues and Support of Community Economic Development

The Act is premised, in part, upon economic development being a valid public purpose. To the extent allowed by the Law and the Act, the Agency reserves the authority to use revenue allocation funds to contract with non-profit and charitable organizations established for the purpose of supporting economic development and job creation. Additionally, the Agency reserves the authority to expend revenue allocation funds to join, participate and support non-profit organizations established to support Agency best practices and administration. The District Operating Expenses identified in the Study shall be deemed to include expenditures for the purposes described in this section as may be deemed appropriate during the annual budgetary process.
The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing deterioration. Actions by the City shall include, but not be limited to, the following:

a. Institution and completion of proceedings necessary for changes and improvements in private and publicly owned public utilities within or affecting the Project Area.

b. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.

c. Imposition wherever necessary of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.

d. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency may develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.

e. Building and Zoning Code enforcement.

f. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the development and/or redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.

g. Institution and completion of proceedings necessary for the establishment of a local improvement district under Chapter 17, Title 50, Idaho Code, or a business improvement district.

h. The undertaking and completing of any other proceedings necessary to carry out the Project.

i. Administration of Community Development Block Grant funds and/or other grants and/or federal funding that may be made available for this Project.

j. Appropriate agreements with the Agency for administration, supporting services, funding sources, and the like.
k. Joint funding of certain public improvements, including but not limited to those identified in this Plan and Attachment 5 to the Plan.

l. Use of public entity labor, services, and materials for construction of the public improvements listed in this Plan.

m. Coordination of the development agreements entered into by the City and developer with the goals of the Plan.

n. Assist with coordinating and implementing the public improvements in the Project Area identified in the Study.

The foregoing actions, if taken by the City, do not constitute any commitment for financial outlays by the City.

In addition to the above, other public entities shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan.

601 Maintenance of Public Improvements

The Agency has not identified any commitment or obligation for long-term maintenance of the public improvements identified. The Agency will need to address this issue with the appropriate entity, public or private, who has benefited from or is involved in the ongoing preservation of the public improvement. The Agency expects to dedicate public improvements to the City.

700 ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

800 DURATION OF THIS PLAN, TERMINATION, AND ASSET REVIEW

The provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty (20) years from the effective date of the Plan subject to modifications and/or extensions set forth in Idaho Code Sections 50-2904 and 50-2905(7). The revenue allocation authority will expire on December 31, 2041, except for any revenue allocation proceeds received in calendar year 2042, as contemplated by Idaho Code Section 50-2905(7). The Agency may use proceeds in 2042 to complete the projects set forth herein. As stated in the Plan, any owner participation agreement or disposition and development agreement obligations will cease as of December 31, 2041.

Idaho Code Section 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1 of the termination year. In order to provide
sufficient notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2042, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code Section 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located by the County Clerk in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code Section 50-2909 shall thereupon terminate.

b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.

c. For the fiscal year that immediately predates the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code Section 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no later than September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code Section 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code Section 63-215.

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, subject to the following paragraph, the Agency intends to dispose of any remaining assets by granting or conveying or dedicating such assets to the City, unless based on the nature of the asset, disposition to another public entity is more appropriate.
As allowed by Idaho Code Section 50-2905(8), the Agency may retain assets or revenues generated from such assets as long as the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a lease income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility. For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City, depending on the nature of the asset.

900 PROCEDURE FOR AMENDMENT OR MODIFICATION

To the extent there are any outstanding loans or obligations, this Plan should not be modified pursuant to the provisions set forth in Idaho Code Section 50-2903A. Modification of this Plan results in a reset of the base value for the year immediately following the year in which the modification occurred to include the current year’s equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency’s revenue stream as more fully set forth in Idaho Code Section 50-2903A subject to certain limited exceptions contained therein. As more specifically identified above, the Agency’s projections are based on estimated values, estimated levy rates, estimated future development, and estimated costs of future construction/improvements. Annual adjustments as more specifically set forth in the Agency’s annual budget will be required to account for more/less estimated revenue and prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not deemed a modification under Idaho Code Section 50-2903A(1)(a)(i).

1000 SEVERABILITY

If any one or more of the provisions contained in this Plan to be performed on the part of the Agency shall be declared by any court of competent jurisdiction to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions in this Plan and shall in no way affect the validity of the other provisions of this Plan.

1100 ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS

Under the Law, the Agency is required to file with the City, on or before March 31 of each year, a report of the Agency’s activities for the preceding calendar year, which report shall include the financial data and audit reports required under sections 67-1075 and 67-1076, Idaho Code. This annual report shall be considered at a public meeting to report these findings and take comments from the public.

Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code Section 67-450E12, the local government registry portal, the tax

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12 House Bill 73, passed during the 2021 Legislative Session, significantly effective as of January 1, 2021, with the remaining sections in full force and effect on or after January 1, 2022, establishes a uniform accounting system for
commission’s plan repository, see Idaho Code § 50-2913, and the tax commission’s plan modification annual attestation, see Idaho Code § 50-2903A. Failure to report the information requested under any of these statutes results in significant penalties, including loss of increment revenue, and the imposition of other compliance measures by the Blaine County Board of County Commissioners.

1200 APPENDICES, ATTACHMENTS, EXHIBITS, TABLES

All attachments and tables referenced in this Plan are attached and incorporated herein by their reference. All other documents referenced in this Plan but not attached are incorporated by their reference as if set forth fully.

local governmental entities, including urban renewal agencies, which is to be administered by the State Controller. Going forward, Idaho Code Section 67-450E is amended to Idaho Code Section 67-1076.
Attachment 1

Boundary Map of Airport Way District Urban Renewal Project Area
and Revenue Allocation Area
### Line Table

<table>
<thead>
<tr>
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<th>Length</th>
<th>Direction</th>
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</thead>
<tbody>
<tr>
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<td>S35° 51' 27&quot;E</td>
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<tr>
<td>L2</td>
<td>42.68</td>
<td>S35° 57' 18&quot;E</td>
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<tr>
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<td>14.51</td>
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<tr>
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<tr>
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<td>597.00</td>
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<tr>
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<td>221.40</td>
<td>1082.37</td>
<td>11° 43' 14&quot;</td>
<td>111.11</td>
<td>221.07</td>
<td>N71° 00' 14&quot;E</td>
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</tbody>
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---

**Legend**
- **Airport Way Urban Renewal District Boundary**
- **Lot Line**
- **GIS Tie Line**
- **Found Steel Rod in Monument Well**
- **Found Aluminum Cap, on 5/8" Rebar**
- **Found 1/2" Rebar**
- **Calculated Point, Nothing Set**

**Details**
- 1/2" Rebar
- 5/8" Rebar
- Found Rebar in Monument Well
- Found Steel Rod in Monument Well
- Found Aluminum Cap, on 5/8" Rebar
- Found 1/2" Rebar
- Calculated Point, Nothing Set

**Project Information**
- **Title:** Airport Way Urban Renewal District
- **Within Sections 10, 15, 16, T2N, R18E, BM, City of Hailey, Blaine County, Idaho
- **Prepared for the City of Hailey**

**Scale**
- Scale in Graphic Scale
- 1" = 30' for 11" x 17" prints only
Attachment 2

Legal Description of Airport Way District Urban Renewal Project Area and Revenue Allocation Area

An area consisting of approximately 40 acres as more particularly described as follows:
A legal description for a parcel of land located within Sections 10, 15, & 16, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, the boundary of which is more particularly described as follows:

Commencing at a Brass Cap, being Blaine County Control Point “2N18E15N1/4”, from which an Aluminum Cap on 5/8” Rebar, being Blaine County Control Point “2N18E15S1/4”, lies S00°20’00”W, 5239.42 feet distant, thence proceeding S57°16’20”W, 2376.76 feet to a 5/8” Rebar with Illegible Cap, marking the Centerline of Airport Way along the Easterly Boundary of Airport West Subdivision Phase II, and said point being the TRUE POINT OF BEGINNING:

Thence S35° 51’ 27”E, 59.62 feet, along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, to a 1/2” rebar with No Cap;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S35° 57’ 18”E , 42.68 feet, to a 5/8” rebar with No Cap;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S29° 10’ 05”E, 340.04 feet, to a 5/8” rebar by PLS 10161;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S19° 27’ 29”E, 159.47 feet, to the Easterly property corner common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, marked by a 1/2” rebar by PLS 10161;

Thence S67° 30’ 55”W, 186.97 feet, along the boundary line common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, to a point;

Thence continuing along the boundary line common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, S60° 24’ 36”W, 50.00 feet, to the Easterly Right of Way of Aviation Drive;

Thence the following courses along the Easterly Right of Way of Aviation Drive;

Thence 275.24 feet along a curve to the right, with a radius of 1040.00 feet, a delta of 15°09’48”, a tangent length of 138.43 feet, and a chord length of 274.44 feet that bears S22°00’29”E, to a point;

Thence S14° 25’ 35”E, 505.10 feet, to a point;

Thence 378.33 feet along a curve to the left, with a radius of 960.00 feet, a delta of 22°34’47”, a tangent length of 191.65 feet, and a chord length of 375.88 feet that bears S25°42’59”E, to a point;
Thence S37° 00' 22"E, 90.13 feet, to a point;

Thence leaving said Easterly Right of Way of Aviation Drive, S88° 17' 14"W, 603.23 feet, to the Westerly Right of Way of Broadford Road;

Thence the following courses along the Westerly Right of Way of Broadford Road;

Thence N04° 37' 57"W, 464.51 feet, to a 1/2" rebar by PLS 9561;

Thence N12° 09' 26"W, 8.72 feet, to a 1/2" rebar by PLS 9561;

Thence N89° 55' 57"E, 14.51 feet, along the Southerly boundary of Tax Lot 7732, to a point;

Thence along the Easterly boundary of Tax Lots 7731 & 7732, 456.21 feet along a curve to the left, with a radius of 603.11 feet, a delta of 43°20'23", a tangent length of 239.64 feet, and a chord length of 445.41 feet that bears N18°14'20"W, to a point;

Thence S61° 10' 48"W, 38.19 feet, along the Northerly boundary of Tax Lot 7731, to the Southeast property corner of Lot 3, Block 3, Broadford Estates Subdivision;

Thence N44° 46' 52"W, 369.01 feet, to the Northeast property corner of Lot 1, Block 3, Broadford Estates Subdivision, also being the Southeast property corner of Lot 21, Block 1, Della View Subdivision;

Thence N28° 47' 38"W, 1380.00 feet, to the Northeast property corner of Lot 1A, Block 1, Della View Subdivision;

Thence leaving said Westerly Right of Way of Broadford Road, N61° 11' 59"E, 75.00 feet, to the Easterly Right of Way of Broadford Road;

Thence along the Easterly Right of Way of Broadford Road, N28° 47' 38"W, 370.41 feet, to a point that lies along the Southerly boundary of the Hailey Townsite;

Thence N61° 09' 32"E, 281.13 feet, along the Southerly boundary of the Hailey Townsite, to the Southeast corner of Block 133, Hailey Townsite;

Thence N28° 44' 40"W, 114.98 feet, to the Northerly Right of Way of State Highway 75, marked by a 5/8” rebar by PLS 13260;

Thence the following courses along the Northerly Right of Way of State Highway 75;

Thence 299.43 feet along a curve to the left, with a radius of 597.00 feet, a delta of 28°44’12”, a tangent length of 152.93 feet, and a chord length of 296.30 feet that bears N79°22’59”E, to a 5/8” rebar by PLS 13260;

Thence N65° 04' 49"E, 135.00 feet, to the Southerly property corner common to Lot 2A, Block
1, Wertheimer Park, and Amended Lot 20, Block 135, Hailey Townsite, marked by a 5/8” rebar by PLS 13260;

Thence N65° 03' 08"E, 100.02 feet, to a point;

Thence 221.45 feet along a curve to the right, with a radius of 1082.57 feet, a delta of 11°43’14”, a tangent length of 111.11 feet, and a chord length of 221.07 feet that bears N71°00’04”E, to a point;

Thence leaving said northerly right of way of State Highway 75, S31° 48’ 04”E, 274.32 feet, to the Easterly property corner common to Lots 10 & 11A, Block 2, Friedman Park;

Thence the following courses along the Easterly boundary of Friedman Park;

Thence S11° 49' 14"E, 63.24 feet, to the Easterly angle point of Lot 10, Block 2, Friedman Park;

Thence S30° 30' 04"E, 377.78 feet, to the Easterly angle point of Lot 7, Block 2, Friedman Park;

Thence S12° 12' 09"E, 278.22 feet, to the Easterly angle point of Lot 3, Block 2, Friedman Park;

Thence S31° 03' 54"E, 439.01 feet, to the Southeast corner of Friedman Park Subdivision’s exterior boundary;

Thence S63° 48’ 37”W, 233.57 feet, along the Southerly boundary of Friedman Park Subdivision’s exterior boundary, to the TRUE POINT OF BEGINNING, containing 2,459,658 Sq. Ft. (56.47 Ac.), more or less, as determined by computer methods.
Attachment 3

Properties (Public and/or Private) Which May Be Acquired by Agency

1. The Agency has not identified any particular parcel for acquisition for the construction of public improvements or for private redevelopment. Properties which may be subject to acquisition include parcels to:

   a) assemble with adjacent parcels to facilitate development and/or redevelopment;
   b) assemble with adjacent rights-of-way to improve configuration and enlarge parcels for development and/or redevelopment;
   c) reconfigure sites for development and possible extension of streets or pathways;
   d) assemble for future transfer to qualified developers to facilitate the development of mixed-use, residential (including affordable and/or workforce housing), commercial, and industrial areas; or
   e) assemble for the construction of certain public improvements, including but not limited to streets, streetscapes, water and sewer improvements, gas, fiber and power improvements, environmental and floodplain remediation/site preparation, public parking, community and recreation facilities, parks, pedestrian/bike paths and trails, open space, and other public facilities.

2. The Agency reserves the right to acquire any additional right-of-way or access routes near or around existing or planned rights-of-way.

3. The Agency reserves the right to acquire property needed to provide adequately sized sites for high priority projects for the development of public improvements (the exact location of which has not been determined).

4. Other parcels may be acquired for the purpose of facilitating catalyst or demonstration projects, constructing public parking, constructing new streets or pathways, enhancing public spaces, or to implement other elements of the urban renewal plan strategy and/or the Plan for the Project Area, including support for affordable and/or workforce housing projects.
Attachment 4

Map Depicting Expected Land Uses and Current Zoning
Within Revenue Allocation Area and Project Area
Attachment 5

Economic Feasibility Study
ATTACHMENT 5.1

Public Improvements within the Revenue Allocation Area

This Attachment includes a projected list of proposed public works or improvements within the Airport Way District Project Area (the “Project Area”). The proposed improvements within the Project Area include improvements to streets, utilities, and other public rights-of-way amenities as well as improvements to parks and open space, transit improvements, historic lighting, wayfinding, property acquisition, public art, bicycle and pedestrian facilities, workforce housing and public parking.

The Airport Way District Improvement List set forth below identifies needed investments to support private investment in capital facilities. Capital facilities generally have long useful lives and significant costs. The overall project and the infrastructure to support it are all consistent with the vision articulated in the City of Hailey Comprehensive Plan and as required in City development regulations. The cost estimates provided by the City are based upon prices for similar construction in the area.

Estimated costs expected to be incurred in implementing the urban renewal plan are as follows:

**Airport Way District Improvement List**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Improvements</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Streetscape</td>
<td>$250,000</td>
</tr>
<tr>
<td>Bicycle / Pedestrian Facilities/Open Space</td>
<td>$250,000</td>
</tr>
<tr>
<td>Public Parking Facilities</td>
<td>$250,000</td>
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<tr>
<td>Sewer Facility Improvements</td>
<td>$250,000</td>
</tr>
<tr>
<td>Water Facility Improvements</td>
<td>$240,000</td>
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<tr>
<td>Property Acquisition</td>
<td>$750,000</td>
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<td>Wayfinding / Signage</td>
<td>$250,000</td>
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<tr>
<td>Public Art</td>
<td>$100,000</td>
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<tr>
<td>Workforce Housing</td>
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<tr>
<td>Total Redevelopment Area Costs</td>
<td>$4,090,000</td>
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The projects and estimated costs have been derived from the City of Hailey and the consultant based upon similar works being carried out in the broader community. The costs are estimated in 2021 dollars and are not inflated. Costs will likely vary from the costs detailed here, as they will be subject to inflation and further project refinement and timing. The cost estimates used in this analysis are considered estimates for the purpose of financial planning.
The Project Area is estimated to generate $4,708,202 in tax increment revenue between 2022 and 2041\(^1\) in addition to the initial $50,000 loan from the existing Gateway District Project Area to activate the program.

The total from both sources is estimated to be $4,758,202. There are presently $4,090,000 of project costs identified in the Airport Way District Improvement List. It is generally understood that projects will occur on a pay-as-you-go basis recognizing there may be an opportunity for owner/developer advanced funding of projects, which eligible costs would then be reimbursed through an Owner Participation Agreement (OPA), or other similar agreement, from resources derived from the Project Area.

Administrative costs over the 20-year life of the district are estimated at $595,000\(^2\) or approximately 12.6% of total estimated revenue. The initial inter-district loan to support startup costs is assumed to be repaid at 5% simple interest for a total obligation of $52,500.

The total estimated expenditures equal $4,737,500, leaving a $20,702 positive program balance of at the end of the 20-year term. See attached cash flow analysis for detailed estimates.

The Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Plan”) provides for the Plan and Project Area to extend through its maximum term of 20 years. Due to the operation of the Idaho property tax system, it is anticipated that the final allocation of funds will accrue to the Agency in 2042. However, those resources were not considered in determining the fiscal feasibility of the proposed Project Area.

**Project Funding**

Secure funding includes revenue allocation funds and is money the Agency is highly likely to receive. The funds may not be in the Agency’s possession at the beginning of the Plan period, but it is virtually certain that the Agency will receive the funds. The Agency may need to take specific actions to generate the funding, but those actions are within their powers. Despite the high probability of secure funding, no project can proceed until a specific, enforceable funding plan is in place.

Potential funding is money that might be received by the Agency. In every case the Agency is eligible for the funding, and the source of funding exists under current law. However, each potential funding source requires one or more additional steps or decisions before the Agency can obtain the resources, and the ultimate decision is

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\(^1\) As the Idaho property tax system provides for taxes being paid in arrears, revenue allocation proceeds will be received in FY 2042. However, the final year of income has not been considered in determining the economic feasibility of the Airport District.

\(^2\) The amount of revenue allocation proceeds dedicated to the administration of the Airport District is supplemented by the Inter-district loan to produce the full amount over the life of the District.
outside of the Agency’s independent control. An example of potential funding includes capital contributions from public entities and grant funding. Thus, potential funding is not assumed in determining financial feasibility.

Unfunded projects, or portions of projects lack secure or potential funding. At this time, all projects are anticipated to be funded.

The amount of tax increment contributed to the project will vary depending upon the actual cost of infrastructure.

The Plan proposes certain public improvements that will facilitate development in the Project Area. The overall investment package will be funded from a variety of financing methods and sources. The primary method of financing the Agency’s obligation will be through the use of tax increment revenue (i.e., incremental property taxes from the revenue allocation area). This Plan permits that at least a portion of the tax increment revenue will be used to reimburse an owner/developer through a negotiated agreement for some or all of the eligible improvement costs. The issuance of bonds is not anticipated in this analysis of financial feasibility.

Other sources of funding for project may include, but are not limited to:

- Local Improvement District (LID)
- Business Improvement District (BID)
- Development Impact Fees
- Franchise Fees
- Grants from federal, state, local, regional agencies and/or private entities
- Other bonds, notes and/or loans
- Improvements and/or payments by developers

The total project costs and the amount of tax increment are estimates. The estimated project costs and revenues are based on the Agency’s present knowledge and expectations supported by detailed information from property owners, City and Agency consultants based, in part, upon current construction projects in the broader community.
Map of Proposed Airport Way District
Summary of Projects

Based on the Airport Way District Improvement List set forth above, the estimated total costs for the public improvements are $4,090,000.

Cost of Operations and Improvements by Year (2021-2042)

<table>
<thead>
<tr>
<th>Year</th>
<th>Secure Funding (TIF &amp; Inter-District Loan)</th>
<th>Potential Funding</th>
<th>District Operating Expenses</th>
<th>Capital and Program Expenses And Repay Inter-district Loan</th>
<th>Total Project Liabilities</th>
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<td>$595,000</td>
<td>$4,142,500</td>
<td>$4,737,500</td>
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</table>

Note: This analysis anticipates a positive fund balance of $20,702 at the end of the project.
The Plan, as currently envisioned, is economically feasible because the proposed development is sufficient to fully cover the anticipated cost of redevelopment program.

The economic feasibility of the Plan is based on the following factors:

• The amount of development anticipated in the Project Area
• The timing of the proposed taxable development
• The nature of the proposed development
• The amount of tax revenue to be generated by the proposed development
• The cost of public improvement projects
• If revenue equals or exceeds project costs, the Plan is economically feasible.

The following is a summary of the analysis and estimates of the factors used to determine the economic feasibility of the Plan.

The Economic Feasibility Analysis

Summary:

Over the course of the Airport Way District, $4,708,202 of Tax Increment Revenue will be generated using the development scenarios anticipated by the Agency, in consultation with its consultants and property owners within the Airport Way District. The Economic Feasibility Study assumes $25,000 will be used in 2024 for administration of the Airport Way District with that amount capped at $30,000 per year, commencing in 2025 for a total of $595,000 for administration costs over the 20-year lifespan of the District. The revenue allocation proceeds dedicated to administrative cost is augmented by an inter-district loan ($50,000) to support the Airport Way District until sufficient revenue allocation resources become available. That loan is anticipated to be repaid by 2030 including 5% interest.

The attached spreadsheets entitled “Airport Way District Revenue Model” and “Airport Way District Cash Flow Analysis” gives a more detailed outlook on the revenues and expenses of the development scenario.

The following assumptions were made in the formulation of the Economic Feasibility Analysis:
- Land Value Increase @ 3%/Year for the duration of the term.
- Improvement Value Increase @ 5%/Year for the duration of the term.
- Tax Rate is reduced 10% and held constant through the life of the Plan
- Total Cost of Improvements over the life of the project: $4,090,000 (City estimates)
- Tax rate does not include levies excluded pursuant to Idaho Code 50-2908, such as voter approved bonds/levies after 2007, judgment levies or the School District Plant or supplemental levies excluded by law.

The Financial Feasibility Analysis shows that the project will generate adequate funds within the Project Area to fund the necessary capital improvements.
Year

Initial
Land Value
Imprv.
(+3%
Value (+ 5%
annually)
Annually)

Annual
Cum. New
Total
Cumulative
New Const. Const Value
Assessed
Homeowner
Value on + Inflation
Value
Exemption
tax roll
@ 5%

Taxable
Value

Increment
Value
(H - Base
Value)
-

Levy
Rate
(Flat)

Tax
Increment
Yield

Admin
Costs

Funding for
Capital
Projects /
Debt Service

2021 $ 13,497,073

$ 21,062,866

$ 34,559,939

$

-

$

-

$

443,688

$

34,116,251

$

0.00594

2022 $ 13,901,985

$ 22,116,009

$ 36,017,994

$

-

$

-

$

554,610

$

35,463,384

$

1,347,133

0.00594 $

8,002

$

800

$

7,202

2023 $ 14,319,045

$ 23,221,810

$ 37,540,855

$

75,000

$

75,000

$

571,248

$

37,044,606

$

2,928,355

0.00594 $

17,394

$

1,739

$

15,655

2024 $ 14,748,616

$ 24,382,900

$ 39,131,516

$ 5,125,000

$

5,203,750

$

588,386

$

43,746,881

$

9,630,630

0.00594 $

57,206

$

5,721

$

51,485

2025 $ 15,191,075

$ 25,602,045

$ 40,793,120

$

75,000

$

5,538,938

$

606,037

$

45,726,020

$

11,609,769

0.00594 $

68,962

$

6,896

$

62,066

2026 $ 15,646,807

$ 26,882,148

$ 42,528,954

$

75,000

$

5,890,884

$

624,218

$

47,795,620

$

13,679,369

0.00594 $

81,255

$

8,126

$

73,130

2027 $ 16,116,211

$ 28,226,255

$ 44,342,466

$ 4,000,000

$ 10,185,429

$

642,945

$

53,884,950

$

19,768,699

0.00594 $

117,426

$

11,743

$

105,683

2028 $ 16,599,697

$ 29,637,568

$ 46,237,265

$

75,000

$ 10,769,700

$

662,233

$

56,344,732

$

22,228,481

0.00594 $

132,037

$

13,204

$

118,833

2029 $ 17,097,688

$ 31,119,446

$ 48,217,134

$

75,000

$ 11,383,185

$

682,100

$

58,918,219

$

24,801,968

0.00594 $

147,324

$

14,732

$

132,591

2030 $ 17,610,619

$ 32,675,418

$ 50,286,037

$ 4,500,000

$ 16,452,344

$

702,563

$

66,035,818

$

31,919,567

0.00594 $

189,602

$

18,960

$

170,642

2031 $ 18,138,937

$ 34,309,189

$ 52,448,127

$

75,000

$ 17,349,961

$

723,640

$

69,074,448

$

34,958,197

0.00594 $

207,652

$

20,765

$

186,887

2032 $ 18,683,106

$ 36,024,649

$ 54,707,754

$

75,000

$ 18,292,460

$

745,349

$

72,254,864

$

38,138,613

0.00594 $

226,543

$

22,654

$

203,889

2033 $ 19,243,599

$ 37,825,881

$ 57,069,480

$

75,000

$ 19,282,083

$

767,710

$

75,583,853

$

41,467,602

0.00594 $

246,318

$

24,632

$

221,686

2034 $ 19,820,907

$ 39,717,175

$ 59,538,082

$ 4,000,000

$ 24,246,187

$

790,741

$

82,993,527

$

48,877,276

0.00594 $

290,331

$

29,033

$

261,298

2035 $ 20,415,534

$ 41,703,034

$ 62,118,568

$

75,000

$ 25,533,496

$

814,463

$

86,837,600

$

52,721,349

0.00594 $

313,165

$

30,000

$

283,165

2036 $ 21,028,000

$ 43,788,186

$ 64,816,186

$

75,000

$ 26,885,171

$

838,897

$

90,862,459

$

56,746,208

0.00594 $

337,072

$

30,000

$

307,072

2037 $ 21,658,840

$ 45,977,595

$ 67,636,435

$

75,000

$ 28,304,429

$

864,064

$

95,076,800

$

60,960,549

0.00594 $

362,106

$

30,000

$

332,106

2038 $ 22,308,605

$ 48,276,475

$ 70,585,080

$ 5,000,000

$ 34,719,651

$

889,986

$

104,414,744

$

70,298,493

0.00594 $

417,573

$

30,000

$

387,573

2039 $ 22,977,863

$ 50,690,298

$ 73,668,162

$

75,000

$ 36,530,633

$

916,686

$

109,282,109

$

75,165,858

0.00594 $

446,485

$

30,000

$

416,485

2040 $ 23,667,199

$ 53,224,813

$ 76,892,013

$

75,000

$ 38,432,165

$

944,186

$

114,379,991

$

80,263,740

0.00594 $

476,767

$

30,000

$

446,767

2041 $ 24,377,215

$ 55,886,054

$ 80,263,269

$

75,000

$ 40,428,773

$

972,512

$

119,719,530

$

85,603,279

0.0066 $

564,982

$

30,000

$

534,982

$

4,708,202

$

386,466

$

4,319,197

$ 23,675,000

Assumptions:
Values based on Blaine County Assessor 2020 Data (latest certified numbers)
Land values inflate at 3% per year
Improvement values inflate at 5 % per year
Tax Rate reduced by 10% and held constant through life of the District
District operating expenses shown at $25,000 for 2022 then capped at $30,000/year
Balance of Revenue Allocation Yield will be available for capital investment and/or debt service

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## Airport Way Urban Renewal District

### Cash Flow Analysis ~ Current Tax Rate Reduced by 10% Then Remains Constant

<table>
<thead>
<tr>
<th>Year</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
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<td>$-</td>
<td>$50,000</td>
<td>$33,002</td>
<td>$20,396</td>
<td>$22,602</td>
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<td>$22,189</td>
<td>$20,245</td>
<td>$22,282</td>
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<td>$-</td>
<td>$-</td>
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<td>$-</td>
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<td>$33,002</td>
<td>$20,396</td>
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<td>$21,564</td>
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<td>$20,245</td>
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### 2032-2041 Total

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<th>2034</th>
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<th>2038</th>
<th>2039</th>
<th>2040</th>
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<td>$17,789</td>
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<td>$17,468</td>
<td>$23,953</td>
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</tr>
<tr>
<td>Total Revenue Allocation</td>
<td>$226,543</td>
<td>$246,318</td>
<td>$290,331</td>
<td>$313,165</td>
<td>$337,072</td>
<td>$362,106</td>
<td>$417,573</td>
<td>$446,485</td>
<td>$476,767</td>
<td>$564,982</td>
<td>$4,708,202</td>
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<td>$-</td>
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</tr>
<tr>
<td>District Operating Expenses</td>
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<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$595,000</td>
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<tr>
<td>Repay Inter-district Loan @ 5%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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</tr>
<tr>
<td>Capital &amp; Program Expenses</td>
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<td>$330,000</td>
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<td>$480,000</td>
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<td>$4,737,500</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$20,903</td>
<td>$17,221</td>
<td>$17,552</td>
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<td>$17,789</td>
<td>$19,895</td>
<td>$17,468</td>
<td>$23,953</td>
<td>$20,720</td>
<td>$20,702</td>
<td></td>
</tr>
</tbody>
</table>

### Assumptions

- **Initial District Start-up costs supported by HURA Inter-district Loan of $50,000 to be repaid at 5% Interest**
- **District operating Expenses shown at $25,000 in 2022 then capped at $30,000, Yr.**
- **Land Values will increase at 3% annually for life of the District**
- **Improvement Values will increase at 5% for life of the District**
- **Includes $23,675,000 in taxable investment over the life of the District**
- **Tax Rate reduced by 10% then held constant for the life of the District**
- **Capital & Program Expenses Include projects identified on the Airport Way District Improvement List**
- **Homeowners’ Exemption increased by 25% for 2021 then inflated at 3% for indexing**
CITY OF HAILEY

SUMMARY OF ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE AIRPORT WAY DISTRICT URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: It is hereby found and determined that:

(a) The Airport Way District Project Area, as defined in the Airport Way District Plan, is a deteriorated area or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.

(b) The rehabilitation, conservation, development, and redevelopment of the urban renewal area pursuant to the Airport Way District Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.

(c) There continues to be a need for the Agency to function in the City.

(d) The Airport Way District Plan conforms to the Comprehensive Plan.

(e) The Airport Way District Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed-use, industrial and commercial components of the Airport Way District Plan and the need for overall public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Airport Way District Plan.

(f) The Airport Way District Plan affords maximum opportunity consistent with the sound needs of the City, as a whole, for the rehabilitation, development and redevelopment of the urban renewal area by private enterprises.

(g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Airport Way District Plan provides a feasible method for relocation obligations of any displaced families residing within the Airport Way District Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
(h) The collective base assessment rolls of the Airport Way District Project Area and the Gateway District Project Area do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.

(i) The Airport Way District Plan includes the requirements set out in Idaho Code § 50-2905 with specificity.

(j) The Airport Way District Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.

(k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operations.

(l) The portion of the Airport Way District Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

(m) The portion of the Airport Way District Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Airport Way District Project Area does not contain open land areas, that the Agency may acquire land within the Airport Way District Project Area, but does not intend to do so on any widespread basis, and that the Airport Way District Project Area is planned to be developed and/or redeveloped in a manner that will include both residential and nonresidential uses.

SECTION 3: The City Council finds that one of the Airport Way District Plan objectives to increase the residential opportunity does meet the sound needs of the City and will provide housing opportunities in an area that does not now contain such opportunities, and the portion of the Airport Way District Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the City’s Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.
SECTION 4: The Airport Way District Plan, a copy of which is attached hereto and marked as Exhibit 3 and made a part hereof by attachment, be, and the same hereby is, approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 8, 2021, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Airport Way District Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Airport Way District Plan.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Blaine County and to the appropriate officials of Blaine County Board of Commissioners, City of Hailey, Blaine County Recreation District, Blaine County Ambulance District, Blaine County Road & Bridge, Blaine County School District No. 61, Blaine County Flood Control District No. 9, Hailey Cemetery Maintenance District, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Airport Way District Project Area, and a map indicating the boundaries of the Airport Way District Project Area.

SECTION 7: The City Council hereby finds and declares that the equalized assessed valuation of the Revenue Allocation Area as defined in the Airport Way District Plan, is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Airport Way District Plan.

SECTION 8: The City Council hereby approves and adopts the following statement of policy relating to the appointment of City Council members as members of the Agency’s Board of Commissioners: If any Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Airport Way District Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2021, to the extent permitted by the Act.

SECTION 11: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.
SECTION 12: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 13: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 14: SAVINGS CLAUSE: This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___ DAY OF NOVEMBER 2021.

________________________________________
Mayor Martha Burke

ATTEST:

____________________________________
Mary Cone, City Clerk

EXHIBITS TO THE ORDINANCE

Exhibit 1 A Resolution of the Planning and Zoning Commission for the City of Hailey, Idaho, Validating Conformity of the Urban Renewal Plan for the Airport Way District Urban Renewal Project with the City of Hailey’s Comprehensive Plan

Exhibit 2 Notice Published in the Idaho Mountain Express

Exhibit 3 Urban Renewal Plan for the Airport Way District Urban Renewal Project

Exhibit 4 Ordinance Summary
SUMMARY OF AIRPORT WAY DISTRICT PLAN

The Urban Renewal Plan for the Airport Way District Urban Renewal Project (“Airport Way District Plan”) was prepared by the Urban Renewal Agency of the City of Hailey, Idaho, also known as the Hailey Urban Renewal Agency (“Agency”) pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), and all applicable laws and ordinances and was approved by the Agency. The Airport Way District Plan provides for the Agency to undertake urban renewal projects pursuant to the Law and the Act. The Airport Way District Plan contains a revenue allocation financing provision pursuant to the Act that will cause property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation as shown on the original base assessment roll as of January 1, 2021, to be allocated to the Agency for the urban renewal purposes.

The general scope and objectives of the Airport Way District Plan are:

a. The engineering, design, installation, construction, reconstruction, and/or improvement of streets, including improvements to Highway 75 and Airport Way, the extension of Aviation Drive to Broadford Road and a possible new emergency southerly egress from Airport Way, as well as installation and/or improvements to streetscapes throughout the Project Area, which for purposes of this Plan, the term “streetscapes” includes sidewalks, lighting, signage and wayfinding, landscaping, public art, bicycle and pedestrian facilities and similar amenities, curb and gutter and related improvements and upgrades, and an entry arch at the entrance to Airport Way from Highway 75;

b. The engineering, design, installation, construction, and/or reconstruction of storm water management infrastructure to support compliance with federal, state, and local regulations for storm water discharge and to support private development;

c. The engineering, design, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, water capacity improvements, water storage upgrades, sewer system improvements and upgrades, gravity interceptor, and improvements, and upgrades to power, gas, fiber optics, communications, and other such facilities. Construction of utilities outside of the Project Area are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;

d. Removal, burying, or relocation of overhead utilities; removal or relocation of underground utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; undergrounding or piping of laterals; addition of fiber optic lines or other communication systems; addition or improvements to gas and power facilities; public parking facilities, and other public improvements, including but not limited to, adequate fire flows, storm drainage facilities, pedestrian and bicycle facilities, adequate water distribution systems, roadways, streetscapes, and public open spaces that may be deemed appropriate by the Board;
e. The provision for participation by property owners and developers within the Project Area to achieve the objectives of this Plan;

f. The management of any property acquired by and under the ownership and control of the Agency;

g. The provision for relocation assistance to displaced Project Area occupants and/or businesses as a result of any Agency activity, as may be required by law;

h. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;

i. The acquisition of real property for public right-of-way improvements, bicycle and pedestrian facilities and pathways, public parking facilities (surface lots and/or structured parking facilities), utility undergrounding, streetscape improvements and to incent economic development and/or affordable/workforce/community housing opportunities to create development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers and for qualified developments, including economic development, and/or development by other public entities;

j. The demolition or removal of certain buildings and/or improvements for public rights-of-way, bicycle and pedestrian facilities, utility undergrounding, pathways and streetscape improvements to encourage and enhance transportation and mobility options, decrease underutilized parcels, to eliminate unhealthful, unsanitary, or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions and to promote economic growth and development or redevelopment;

k. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code Section 50-2011, and any disposition policies adopted by the Agency;

l. The rehabilitation and adaptive reuse and repurposing of existing structures and improvements;

m. The preparation and assembly of adequate sites for the development and construction of facilities for mixed-use office, commercial, light industrial, and higher density residential areas, community, educational and recreational facilities, as well as light manufacturing and research and design opportunities;

n. To the extent allowed by law, lend or invest federal or state funds to facilitate redevelopment;

o. The environmental assessment and remediation of brownfield sites, or sites where environmental conditions detrimental to redevelopment exist;
p. In collaboration with property owners and other stakeholders, working with the City to amend zoning regulations (if necessary) and standards and guidelines for the design of streetscape, pedestrian and bicycle corridors, open space and other like public spaces applicable to the Project Area as needed to support implementation of this Plan;

q. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to start-ups and microbusiness, local and small-to-mid-sized companies, light industrial and manufacturing, and research and design opportunities;

r. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources.

s. Other related improvements to those set forth above as further set forth in Attachment 5.

Any such land uses as described in the Airport Way District Plan will be in conformance with zoning for the City and with the City’s Comprehensive Plan, as amended. Land made available will be developed by private enterprises or public agencies as authorized by law. The Airport Way District Plan identifies various public and private improvements which may be made within the Airport Way District Project Area.

The Urban Renewal Project Area and Revenue Allocation Area herein referred to is described as follows:

An area which is approximately 56.5 acres (including rights-of-way) and is located entirely within City limits in the south westerly part of the City and west of the Friedman Memorial Airport. The area is generally bounded by State Highway 75 on the north, Airport Way and Aviation Drive on the east, south of Dornier Way on the south, and Broadford Road on the west, and as more particularly described as follows:

Sections 10, 15, & 16, Township 2 North, Range 18 East
Boise Meridian, City of Hailey, Blaine County, Idaho

A legal description for a parcel of land located within Sections 10, 15, & 16, Township 2 North, Range 18 East, Boise Meridian, City of Hailey, Blaine County, Idaho, the boundary of which is more particularly described as follows:

Commencing at a Brass Cap, being Blaine County Control Point “2N18E15N1/4”, from which an Aluminum Cap on 5/8” Rebar, being
Blaine County Control Point “2N18E15S1/4”, lies S00°20'00"W, 5239.42 feet distant, thence proceeding S57°16’20”W, 2376.76 feet to a 5/8’’ Rebar with Illegible Cap, marking the Centerline of Airport Way along the Easterly Boundary of Airport West Subdivision Phase II, and said point being the TRUE POINT OF BEGINNING:

Thence S35° 51’ 27”E, 59.62 feet, along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, to a 1/2” rebar with No Cap;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S35° 57' 18"E , 42.68 feet, to a 5/8” rebar with No Cap;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S29° 10' 05"E, 340.04 feet, to a 5/8” rebar by PLS 10161;

Thence continuing along the boundary common to Tax Lot 8151 & Airport West Subdivision Phase II, S19° 27’ 29"E, 159.47 feet, to the Easterly property corner common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, marked by a 1/2” rebar by PLS 10161;

Thence S67° 30' 55"W, 186.97 feet, along the boundary line common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, to a point;

Thence continuing along the boundary line common to Lots 1 & 2, Block 1, Airport West Subdivision Phase II, S60° 24' 36"W, 50.00 feet, to the Easterly Right of Way of Aviation Drive;

Thence the following courses along the Easterly Right of Way of Aviation Drive;

Thence 275.24 feet along a curve to the right, with a radius of 1040.00 feet, a delta of 15°09’48”, a tangent length of 138.43 feet, and a chord length of 274.44 feet that bears S22°00’29”E, to a point;

Thence S14° 25’ 35"E, 505.10 feet, to a point;

Thence 378.33 feet along a curve to the left, with a radius of 960.00 feet, a delta of 22°34’47”, a tangent length of 191.65 feet, and a chord length of 375.88 feet that bears S25°42’59”E, to a point;

Thence S37° 00' 22"E, 90.13 feet, to a point;

Thence leaving said Easterly Right of Way of Aviation Drive, S88° 17' 14"W, 603.23 feet, to the Westerly Right of Way of Broadford Road;
Thence the following courses along the Westerly Right of Way of Broadford Road;

Thence N04° 37' 57"W, 464.51 feet, to a 1/2" rebar by PLS 9561;

Thence N12° 09' 26"W, 8.72 feet, to a 1/2" rebar by PLS 9561;

Thence N89° 55' 57"E, 14.51 feet, along the Southerly boundary of Tax Lot 7732, to a point;

Thence along the Easterly boundary of Tax Lots 7731 & 7732, 456.21 feet along a curve to the left, with a radius of 603.11 feet, a delta of 43°20'23", a tangent length of 239.64 feet, and a chord length of 445.41 feet that bears N18°14'20"W, to a point;

Thence S61° 10' 48"W, 38.19 feet, along the Northerly boundary of Tax Lot 7731, to the Southeast property corner of Lot 3, Block 3, Broadford Estates Subdivision;

Thence N44° 46' 52"W, 369.01 feet, to the Northeast property corner of Lot 1, Block 3, Broadford Estates Subdivision, also being the Southeast property corner of Lot 21, Block 1, Della View Subdivision;

Thence N28° 47' 38"W, 1380.00 feet, to the Northeast property corner of Lot 1A, Block 1, Della View Subdivision;

Thence leaving said Westerly Right of Way of Broadford Road, N61° 11' 59"E, 75.00 feet, to the Easterly Right of Way of Broadford Road;

Thence along the Easterly Right of Way of Broadford Road, N28° 47' 38"W, 370.41 feet, to a point that lies along the Southerly boundary of the Hailey Townsite;

Thence N61° 09' 32"E, 281.13 feet, along the Southerly boundary of the Hailey Townsite, to the Southeast corner of Block 133, Hailey Townsite;

Thence N28° 44' 40"W, 114.98 feet, to the Northerly Right of Way of State Highway 75, marked by a 5/8" rebar by PLS 13260;

Thence the following courses along the Northerly Right of Way of State Highway 75;

Thence 299.43 feet along a curve to the left, with a radius of 597.00 feet, a delta of 28°44'12", a tangent length of 152.93 feet, and a chord length of 296.30 feet that bears N79°22'59"E, to a 5/8" rebar by PLS 13260;
Thence N65° 04' 49"E, 135.00 feet, to the Southerly property corner common to Lot 2A, Block 1, Wertheimer Park, and Amended Lot 20, Block 135, Hailey Townsite, marked by a 5/8” rebar by PLS 13260;

Thence N65° 03' 08"E, 100.02 feet, to a point;

Thence 221.45 feet along a curve to the right, with a radius of 1082.57 feet, a delta of 11°43'14", a tangent length of 111.11 feet, and a chord length of 221.07 feet that bears N71°00'04"E, to a point;

Thence leaving said northerly right of way of State Highway 75, S31° 48' 04"E, 274.32 feet, to the Easterly property corner common to Lots 10 & 11A, Block 2, Friedman Park;

Thence the following courses along the Easterly boundary of Friedman Park;

Thence S11° 49' 14"E, 63.24 feet, to the Easterly angle point of Lot 10, Block 2, Friedman Park;

Thence S30° 30' 04"E, 377.78 feet, to the Easterly angle point of Lot 7, Block 2, Friedman Park;

Thence S12° 12' 09"E, 278.22 feet, to the Easterly angle point of Lot 3, Block 2, Friedman Park;

Thence S31° 03' 54"E, 439.01 feet, to the Southeast corner of Friedman Park Subdivision’s exterior boundary;

Thence S63° 48' 37"W, 233.57 feet, along the Southerly boundary of Friedman Park Subdivision’s exterior boundary, to the TRUE POINT OF BEGINNING, containing 2,459,658 Sq. Ft. (56.47 Ac.), more or less, as determined by computer methods.

The Project Area is also depicted in the map below.
Section 100 includes an introduction, the history and current conditions of the Project Area, as well as the purpose of activities.

Section 200 references the boundaries of the Project Area.

Sections 301 through 314 discuss the proposed redevelopment actions, participation opportunities and agreements, cooperation with public bodies, property acquisition standards and requirements, relocation, demolition, and property disposition.

Section 401 discusses the type of land uses authorized in the Airport Way District Project Area; provides real property in the Airport Way District Project Area is subject to the controls and requirements of the Airport Way District Plan and construction shall comply with applicable federal, state and local laws and ordinances and Agency development standards; and provides design guidance for development.

The Airport Way District Plan also contains a significant section on financing. Among other sources, the Airport Way District Plan will utilize revenue allocation financing authorized by the Act. This statute was approved in 1988 by the Idaho Legislature. Section 501 outlines the general description of the proposed financing methods. Section 502 and Attachment 5 discuss revenue allocation financing and show how such financing has worked and would work in the Airport Way District Project Area in the future if certain new private developments occur as estimated.
Increases in assessed valuation of real and personal property in the Airport Way District Project Area that occur after January 1, 2021, will generate revenue for the Agency to pay project costs as set forth in the Airport Way District Plan. The assessed valuation of real and personal property on the base assessment roll is still available for use by the other taxing districts, Blaine County, City of Hailey, Blaine County Recreation District, Blaine County Ambulance District, Blaine County Road & Bridge, Blaine County School District No. 61, Blaine County Flood Control District No. 9, and Hailey Cemetery Maintenance District to finance their operations. The Airport Way District Plan authorizes the Agency to sell revenue bonds to finance project costs and to use annual revenue allocations to pay the debt service. Additionally, the Agency is authorized to fund projects on a pay-as-you-go basis, through reimbursement agreements and other as further set forth in the Airport Way District Plan.

The program outlined in the Airport Way District Plan emphasizes the installation of needed public improvements, including but not limited to street improvements, utility work, and other costs to encourage private development.

Attachment 5 describes in detail the cost and financing methods for complete repayment of the debt incurred used to finance projects and to also fund the additional described activities.

The Airport Way District Plan follows the underlying zoning classifications of the city of Hailey.

Sections 600 and 700 describe cooperative activities by the Agency with the City to carry out the Airport Way District Plan.

Section 800 provides that the duration of the Airport Way District Plan is for twenty (20) years. A termination process is described in Section 800 of the Airport Way District Plan.

Sections 900-1100 include procedures for amendments, severability, reporting requirements and incorporation of attachments.

**ATTACHMENTS TO THE AIRPORT WAY DISTRICT PLAN**

- **Attachment 1** Boundary Map of Airport Way District Urban Renewal Project Area and Revenue Allocation Area
- **Attachment 2** Legal Description of Airport Way District Urban Renewal Project Area and Revenue Allocation Area
- **Attachment 3** Properties Which May be Acquired by the Agency
- **Attachment 4** Map Depicting Expected Land Uses and Current Zoning Map of the Project Area
- **Attachment 5** Economic Feasibility Study

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The full text of the Ordinance __________ is available at the offices of the City Clerk, Hailey City Hall, 115 Main Street South, Suite H, Hailey, Idaho, 83333.

This summary is approved by the Hailey City Council at its meeting of November ___. 2021.

________________________________________
Martha Burke, Mayor

ATTEST:

____________________________________
Mary Cone, City Clerk

I, Christopher Simms, City Attorney for the city of Hailey, Idaho, hereby declare and certify that in my capacity as City Attorney of the city of Hailey, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and said Summary of Ordinance provides adequate notice to the public of the contents, including the exhibits, of Ordinance No. __________.

DATED this ________ day of November 2021.

__________________________________________
Christopher Simms, City Attorney
Hailey, Idaho
RESOLUTION NO. 2021-006

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO, RECOMMENDING AND ADOPTING THE URBAN RENEWAL PLAN FOR THE AIRPORT WAY DISTRICT URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE APPROPRIATE ACTION; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR AND SECRETARY OF THE AGENCY TO MAKE CERTAIN TECHNICAL CHANGES; PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Hailey, Idaho, also known as the Hailey Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the “Act”), as a duly created and functioning urban renewal agency for Hailey, Idaho, (hereinafter referred to as the “Agency”);

WHEREAS, the City Council ("City Council") of the city of Hailey, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway District Urban Renewal Project (the “Gateway Plan”);

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1138 on October 15, 2013, approving the Gateway Plan and making certain findings, including establishing the Gateway District revenue allocation area (the “Gateway District Project Area”);

WHEREAS, pursuant to Idaho Code § 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code § 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a
finding or determination that the area included in such plan is a deteriorated area or deteriorating area, or a combination thereof;

WHEREAS, based on inquiries and information presented by certain public entities, certain interested parties and property owners, the Agency commenced certain discussions concerning examination of an area as appropriate for an urban renewal project;

WHEREAS, in early 2021, the Agency authorized Kushlan | Associates to commence an eligibility study and preparation of an eligibility report of an area located in the south westerly part of the City and west of the Friedman Memorial Airport consisting of approximately 40 acres (not including rights-of-way). The area is generally bounded by State Highway 75 on the north, Airport Way and Aviation Drive on the east, south of Dornier Way on the south, and Broadford Road on the west (the “Study Area”);

WHEREAS, the Agency obtained the Airport Way Urban Renewal District Eligibility Report, dated April 2021 (the “Report”), which examined the Study Area, an area within the area of operation of the City, for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code §§ 50-2018(8), (9), and 50-2903(8);

WHEREAS, pursuant to Idaho Code §§ 50-2018(8), (9) and 50-2903(8), which define a deteriorating area and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Study Area, to wit:

a. presence of a substantial number of deteriorated or deteriorating structures and deterioration of site;
b. age or obsolescence;
c. predominance of defective or inadequate street layout;
d. insanitary or unsafe conditions; and
e. diversity of ownership;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Report concludes there are not any parcels in the Study Area subject to such consent;

WHEREAS, the effects of the listed conditions cited in the Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

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WHEREAS, the Agency Board, on May 13, 2021, adopted Resolution No. 2021-004 accepting the Report and authorized the Agency Chair to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation area as allowed by the Act;

WHEREAS, the City Council, by Resolution No. Resolution 2021-057, dated May 24, 2021, declared the Study Area described in the Report to be a deteriorated area or a deteriorating area, or a combination thereof, as defined by Chapters 20 and 29 of Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation an urban renewal plan for the area designated;

WHEREAS, the Agency has embarked on an urban renewal project referred to as the Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Airport Way District Plan”) to develop and/or redevelop a portion of the City, pursuant to the Law and the Act, as amended;

WHEREAS, the Airport Way District Plan proposes to create an urban renewal area commonly known as the Airport Way District Project Area, which area is shown on the “Boundary Map of Airport Way District Urban Renewal Project Area and Revenue Allocation Area” and described in the “Legal Description of Airport Way District Urban Renewal Project Area and Revenue Allocation Area,” which are attached to the Airport Way Urban Renewal District Plan as Attachments 1 and 2 respectively;

WHEREAS, in order to implement the provisions of the Act and the Law either the Agency may prepare a plan, or any person, public or private, may submit such plan to the Agency;

WHEREAS, the Agency and its consultants have prepared the proposed Airport Way District Plan for the area previously designated as eligible for urban renewal planning;

WHEREAS, the Act authorizes the Agency to adopt revenue allocation financing provisions as part of an urban renewal plan;

WHEREAS, the Airport Way District Plan also contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, in order to implement the provisions of the Law and Act, the Agency shall prepare and adopt the Airport Way District Plan and submit the Airport Way District Plan and recommendation for approval thereof to the City;

WHEREAS, as required by the Law and Act, the Agency has reviewed the information within the Airport Way District Plan concerning the use of revenue allocation funds and approved such information and considered the Airport Way District Plan at its meeting on September 14, 2021;

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WHEREAS, the Agency, at several Agency Board meetings during 2021, has considered public improvements related to the Airport Way District Project Area;

WHEREAS, the Airport Way District Plan will be tendered to the Planning and Zoning Commission and to the City Council for their consideration and review as required by the Law and the Act;

WHEREAS, under the Act, the Airport Way District Plan shall include with specificity the following: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date;

WHEREAS, it is necessary and in the best interests of the citizens of the City to recommend approval of the Airport Way District Plan and to adopt, as part of the Airport Way District Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Airport Way District Plan in order to: (1) encourage private development in the urban renewal area; (2) prevent and arrest decay of the Airport Way District Project Area due to the inability of existing financing methods to provide needed public improvements; (3) encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Airport Way District Project Area in order to facilitate the long-term growth of their common tax base; (4) encourage the long-term growth of their common tax base; (5) encourage private investment within the city; and (6) further the public purposes of the Agency;

WHEREAS, the Agency Board finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1 and 2 of the Airport Way District Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the Airport Way District Plan;

WHEREAS, under the Law and Act, any such plan should provide for: (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum

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opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;

WHEREAS, the base assessment roll of the Airport Way District Project Area, together with the base assessment roll values of the Gateway District Project Area cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City;

WHEREAS, the boundaries of the Airport Way District Project Area do not overlap the boundaries of a highway district;

WHEREAS, Agency staff and consultants recommend the Agency Board accept the Airport Way District Plan and forward it to the City Council; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to formally adopt the Airport Way District Plan, as set forth in Exhibit 1 attached hereto, and to forward it to the Mayor and City Council, and recommend its adoption, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE HAILEY URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.
Section 2. It is hereby found and determined that the Airport Way District Project Area as defined in the Airport Way District Plan is a deteriorated area or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law.

Section 3. That the Agency specifically adopts the Airport Way District Plan along with any changes discussed at the September 14, 2021 Agency Board meeting, including but not limited to finalization of Attachments to the Plan, confirmation of levy rates, confirmation of the affected taxing districts, updated list of projects, estimated location or siting of improvements, updated map or legal description and any modifications to the economic feasibility study previously prepared by Agency Consultant, Kushlan | Associates.

Section 4. That the Agency recommends that the Airport Way District Plan, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, be adopted by the City Council, including those sections, modifications, text, or insertion and/or replacement of Attachments as discussed at the September 14, 2021, Agency Board meeting.

Section 5. That this Resolution constitutes the necessary action of the Agency under the Act, Idaho Code § 50-2905, recommending approval by the City and that the Airport Way District Plan includes with specificity the following: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date.

Section 6. It is hereby found and determined that:

(a) The Airport Way District Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the commercial and industrial components of the Airport Way District Plan and the need for public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Airport Way District Plan.

(b) The Airport Way District Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the Airport Way Project Area by private enterprises.

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(c) The Airport Way District Plan provides a feasible method for relocation of any displaced families residing within the Airport Way District Urban Renewal Project Area.

(d) The portion of the Airport Way District Project Area which is identified for residential uses is necessary and appropriate as the City Council may find there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

(e) The portion of the Airport Way District Project Area which is identified for non-residential uses, the City Council may find is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns and the need for the correlation of this area with other areas of the City.

(f) The base assessment roll of the proposed Airport Way District Project Area, together with the base assessment roll values of the Gateway District Project Area, do not exceed ten percent (10%) of the current assessed values of all the taxable property in the City.

(g) The Airport Way District Plan includes a revenue allocation provision, and the Agency has determined that the equalized assessed valuation of the revenue allocation area will likely increase as the result of the initiation of an urban renewal project.

Section 7. That this Resolution constitutes the necessary action of the Agency under the Law, Section 50-2008, Idaho Code and the Act.

Section 8. The Chair, Vice-Chair, or Executive Director and the Secretary of the Agency are hereby authorized and directed to take all steps necessary and convenient to submit the proposed Airport Way District Plan for approval by the City Council, including but not limited to the preparation of the notice of public hearing on adoption of the revenue allocation financing provisions by the City and submittal of the Airport Way District Plan to the various taxing entities as required by Idaho Code § 50-2906.

Section 9. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
PASSED AND ADOPTED By the Urban Renewal Agency of Hailey, Idaho, on September 14, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September 14, 2021.

URBAN RENEWAL AGENCY OF HAILEY

By

Chair

ATTEST:

By

Secretary
Exhibit 1

Urban Renewal Plan for the Airport Way District Urban Renewal Project

(The Exhibit 1 of HURA Resolution 2021-006 has not been included to avoid duplicate documents. The Plan is included under Exhibit 3 of the proposed ordinance.)
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/2021   DEPARTMENT: Community Development   DEPT. HEAD SIGNATURE: LH

SUBJECT: Motion to approve the Final Plat Application and Resolution 2021-____, authorizing the mayor’s signature on the Security Agreement related to the Final Plat of Lots 1A, 2A, 3A, 4A, 5A and 6A, Block 86, Woodside Subdivision #25.

AUTHORITY: ☐ ID Code _____________ ☐ IAR ______________ ☐ City Ordinance/Code Title 16 (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Hailey Planning and Zoning Administrator approved a Lot Line Adjustment Application for Lots 1A, 2A, 3A, 4A, 5A and 6A, Block 86, Woodside Subdivision #25 on July 13, 2020, and an extension to the plat on August 23, 2021. The City Council will consider the Final Plat Application concurrently with the Security Agreement on October 25, 2021. Due to an incomplete application, the Council continued the items to November 8, 2021.

Pursuant 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 draft Security Agreement, a Security Agreement Summary, and Contractor Proposal, which are attached.

Attachments include:
1. Staff Report regarding the Final Plat of Lots 1A, 2A, 3A, 4A, 5A and 6A, Block 86, Woodside Subdivision #25.
2. Resolution 2021-____, and Exhibit Security Agreement
3. Letter of Credit
4. Contractor Proposal
5. Final Plat of Lots 1A, 2A, 3A, 4A, 5A and 6A, Block 86, Woodside Subdivision #25.
7. Lot Line Adjustment Findings of Fact, Conclusions of Law and Decision (July 13, 2020)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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<th>YTD Line-Item Balance</th>
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</tr>
<tr>
<td>Staff Contact: Lisa Horowitz</td>
<td>Phone # 788-9815 #2013</td>
<td></td>
</tr>
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ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion #1:
“I move to approve the Final Plat Application by Tanner Investments, LLC, represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside Subdivision #25, are reconfigured to create six (6) lots, Lots 1A, 2A, 3A, 4A, 5A and 6A, finding that the application meets all City Standards and Conditions

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(1) and (2) are met, and subject to approval of the Security Agreement for incomplete infrastructure”.

**Motion #2:**
“I move to approve Resolution 2021-____, authorizing the mayor’s signature on the Security Agreement related to the Final Plat of Lots 1A, 2A, 3A, 4A, 5A and 6A, Block 86, Woodside Subdivision #25”.

**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 November 8, 2021

To: Hailey City Council
From: Lisa Horowitz, Community Development Director

Overview: Consideration of Final Plat Application by Tanner Investments, LLC represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside No. 25 are reconfigured creating lots six lots ranging in size from 17,426 square feet to 17,556 square feet. This project is located within the General Residential (GR) Zoning District.

Hearing: November 8, 2021

Applicant: Tanner Investments, LLC

Project: Lots 1A, 2A, 3A, 4A, 5A and 6A, Block 86, Woodside Subdivision #25 - Final Plat

Size/Zoning: 2.42 acres, General Residential (GR)

Notice: Notice for the public hearing was published in the Idaho Mountain Express on October 6, 2021, and mailed to adjoining property owners on October 6, 2021. The item was heard on October 25, 2021; however, due to an incomplete application submittal, the item was continued to November 8, 2021.

Application: Tanner Investments, LLC, represented by Galena Engineering, is requesting Final Plat approval to reconfigure Lots 1-7, Block 86, Woodside Subdivision #25, into six (6) lots, Lots, 1A, 2A, 3A, 4A, 5A and 6A. The parcel is 2.42 acres in size and is located within the General Residential (GR) Zoning District.

In July 2020, the Hailey Planning and Zoning Administrator approved a Lot Line Adjustment Application by the Applicant, wherein the interior lot lines were reconfigured to form six (6) lots. Due to this reconfiguration, a Lot Line Adjustment Application was sufficient. A subdivision application was not necessary.

Then, in August 2021, the Applicant requested and received an extension for submittal of the Final Plat Application. The Hailey Planning and Zoning Administrator extended the timeline until July 13, 2022, which will allow the Applicant to complete all necessary infrastructure improvements or bond, as outlined in Title 16: Subdivision Regulations, of the Hailey Municipal Code.

Pursuant 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 draft Security Agreement, a Security Agreement Summary, and Contractor Proposal, which are attached.

Procedural History: The Application was submitted on September 15, 2021 and certified complete on September 17, 2021. A public hearing was held on October 25, 2021. The Council continued the item to November 8, 2021. A public hearing will be held in the Council Chambers of Hailey City Hall, and virtually via GoTo Meeting.

CHAPTER 16.05.080: ISSUANCE OF PERMITS:
No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception:

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

Surrounding roads are in place, and water and wastewater infrastructure to each lot has been installed. Rough grading of the site is complete and construction of the buildings are currently underway.

CHAPTER 16.03: PROCEDURE:
16.03.030 Final Plat Approval:
A. The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.

The Final Plat has been prepared by a professional land surveyor and was submitted on September 15, 2021. An extension was granted by the Planning and Zoning Administrator in August 2021.

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 Lot Line Adjustment approval by the Planning and Zoning Administrator. Conditions of Preliminary Plat approval have been met or have been carried over. Any
changes to Conditions of Approval related to the plat are shown in strike-underline; Conditions of Approval that have been met are shown in strike-through.

Department Comments:
Life/Safety: The current Preliminary Plat and Final Plat reflect all changes and revisions recommended and requested by the City Engineer.
Public Works (Streets): The current Preliminary Plat and Final Plat reflect all changes and revisions recommended and requested by Public Works.

Standards of Evaluation:
CHAPTER 16.04: DEVELOPMENT STANDARDS:
Development Standards were reviewed in detail during the Preliminary Plat approval process. Please refer to the attached Lot Line Adjustment Findings of Fact, Conclusions of Law and Decision for further information. No changes have been made to the plat since Preliminary Plat approval.

CHAPTER 16.05: IMPROVEMENTS REQUIRED:
16.05.010 Minimum Improvements Required:
It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards, which are attached hereto as Exhibit “A.” Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.

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

Upon approval, six (6) copies of all plans will be filed with the City Engineer. All other requirements of this section will be enforced by the City Engineer or designee.

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

Two Preconstruction Meetings were held on this project. The first meeting was held on July 28, 2020 and the second meeting was held on March 19, 2021. 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 those parks shall be guaranteed and maintained by the Developer for a period of two years.

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

At this time, a draft Security Agreement, a Security Agreement Summary, and Contractor Proposal, have been submitted and are being reviewed by the City Attorney.

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.

No changes are anticipated to streets or lighting - no additional lighting is required in the area. The Applicant has prepared a Security Agreement and estimate for the installation of sidewalks, curb and gutter, landscaping, asphalt paving and excavation. Finished grades have been reviewed by the City Engineer.

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.

Any street cuts in Woodside Boulevard, if needed, will be repaired as per this condition.

B. Signage:

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

Street name signs and traffic control signs have been erected. This standard has been met.

C. Streetlights:
Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of chapter 17.08C of this code. N/A, as streetlights in the General Residential (GR) Zoning District are not required improvements, and none are proposed by the Applicant.

16.05.030 Sewer Connections:

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

Sewer connections and infrastructure are in place, and have been inspected by Water Department. Concrete collars still need to be installed around each cleanout in the project. This has been made a Condition of Approval.

Any additional items or updates pertaining to the sewer connections and infrastructure will be brought to the meeting.

16.05.040 Water Connections:

A. Requirements:

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

Water connections and infrastructure are in place, and have been inspected by Water Department. That said, fire hydrants still need to be flushed and samples taken. Additionally, an irrigation vault will need to be installed off of the fire hydrant line. These have been made Conditions of Approval.

Any additional items or updates pertaining to the water connections and infrastructure will be brought to the meeting.

B. Townsite Overlay District; Insulation:

Within the Townsite Overlay District, where water main lines within the alley are less than six feet (6’) deep, the developer shall install insulating material (blue board insulation or similar...
material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer. N/A, as this project is not located within the Townsite Overlay (TO) Zoning District.

16.05.050 Drainage: The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative. Drainage infrastructure, such as drywells and catch basins, have been installed. The Applicant has prepared a Security Agreement and estimate for the installation of sidewalks, curb and gutter.

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 installation of dry utilities is incomplete. The Applicant has prepared a Security Agreement and estimate for joint trench work and utility installation.

16.05.070 Parks, Green Space: The Developer shall improve all parks and Green Space areas as presented to and approved by the Hearing Examiner or Commission and Council. N/A, as no park space is proposed nor is it required. Lot Line Adjustment Applications are not subject to Section 16.05.070: Parks, Green Space Requirements nor Section 16.04.110: Parks, Pathways and Other Greenspace Requirements.

16.05.080 Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent. The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.

16.05.090 Completion; Inspections; Acceptance: Installation of all infrastructure improvements must be completed by the Developer and inspected and accepted by the city prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance. The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.
A. The Developer may, in lieu of actual construction, provide to the city security pursuant to subsection 16.03.030I of this title, for all infrastructure improvements to be completed by Developer after the Final Plat has been signed by City representatives.

The Developer intends to provide security for the following improvements:
- Excavation (finish grade, sidewalk preparation, and road preparation
- Joint Trench
- Vinyl Fencing (side and rear property lines)
- Landscaping
- Asphalt Paving
- Sidewalk, Curb and Gutter
- Dumpster Shelters
- Replacement of Bike Racks and Bus Shelters
- Construction Surveying and Engineering (staking and set monuments)

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

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

Summary and Suggested Conditions: The Council shall review the proposed Final Plat Application and continue the public hearing, approve, conditionally approve, or deny the application.

No changes to the Preliminary Plat Conditions of Approval were made. Said Conditions have been carried over with Final Plat. Those Conditions that have been stricken have been met. The remaining Conditions of Approval are expected to be met and are placed on approval of this Application:

General Conditions:
1. Upon any further development, any applicable provisions of the Hailey Municipal Code are in effect on the date of the Application for Development shall apply. City infrastructure requirements, as outlined in Chapter 16.05 of the Hailey Municipal Code, shall be met. Detailed plans for any required infrastructure to be installed or improved at or adjacent to the site shall meet City Standards and shall be submitted for City approval. Improvements to the site include, but are not limited to:
   i. Fire hydrants shall be flushed and samples taken.
   ii. An irrigation vault will need to be installed off of the fire hydrant line.
   iii. Concrete collars shall be installed around each cleanout in the project.
2. Issuance of permits for the construction of buildings shall be subject to Chapter 16.02.080 of the Hailey Municipal Code.
3. 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.

Motion Language:
Approval:
Motion #1:
“I move to approve the Final Plat Application by Tanner Investments, LLC, represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside Subdivision #25, are reconfigured to create six (6) lots, Lots 1A, 2A, 3A, 4A, 5A and 6A, finding that the application meets all City Standards and that Conditions (1) and (2) are met, and subject to approval of the Security Agreement for incomplete infrastructure”.

Motion #2:
“I move to approve Resolution 2021-____, authorizing the mayor’s signature on the Security Agreement related to the Final Plat of Lots 1A, 2A, 3A, 4A, 5A and 6A, Block 86, Woodside Subdivision #25”.

Denial: Motion to deny the Final Plat Application by Tanner Investments, LLC, represented by Galena Engineering, wherein Lots 1-7, Block 86, Woodside Subdivision #25, are reconfigured to create six (6) lots, Lots 1A, 2A, 3A, 4A, 5A and 6A, 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 Commission should specify a date].
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT RELATED TO
LOTS 1A, 2A, 3A, 4A, 5A, AND 6A, BLOCK 86, WOODSIDE SUBDIVISION #25 FINAL PLAT

WHEREAS, the City of Hailey has approved the Final Plat for Tanner Investments, LLC (Lots 1A, 2A, 3A, 4A, 5A, and 6A, Block 86, Woodside Subdivision #25), on October 25, 2021, and

WHEREAS, the approval included the associated improvements to Lots 1A, 2A, 3A, 4A, 5A, and 6A, as well as within the public right-of-way, and

WHEREAS, this Resolution authorizes the mayor’s signature on the attached documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Security Agreement related to the Final Plat for Tanner Investments, LLC (Lots 1A, 2A, 3A, 4A, 5A, and 6A, Block 86, Woodside Subdivision #25).

Passed this ___ day of ____________, 2021

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

________________________________________________
Mary Cone, City Clerk
SECURITY AGREEMENT
RE: WOODSIDE SUBDIVISION

THIS SECURITY AGREEMENT RE: Lots 1A-6A, Block 1, Woodside Subdivision No. 25 (informally referred to herein as the “Tanner Subdivision”) is made and entered into as of the __ day of ____, 2021, by and between TANNER INVESTMENTS, LLC, an Idaho limited liability company, whose mailing address is 366 Chateau Drive, Idaho Falls, Idaho, 83404-7819 (hereinafter referred to as "Tanner"), and the City of Hailey, Idaho, a municipal corporation, (hereinafter referred to as "Hailey").

WHEREAS, Tanner submitted an application (the “Application”) for a lot line shift for the Tanner Subdivision to create six (6) lots suitable for development of a four-plex residential structure on each lot;

WHEREAS, the City of Hailey approved the application with certain conditions;

WHEREAS, in conjunction with the Tanner Subdivision, Tanner has made application for final plat approval of the Tanner Subdivision after receiving preliminary plat approval from Hailey as set forth in the Findings of Fact, Conclusions of Law and Decision (the “Decision”) dated ______________, 20__, and incorporated herein by reference;

WHEREAS, Tanner has requested final subdivision plat approval and recordation prior to completion of construction of certain infrastructure and related improvements as set forth on attached Exhibit “A” and the fulfillment of certain obligations of Tanner as set forth in the Decision, hereinafter collectively referred to as the "Improvements") and as a condition thereof Tanner is required by the Hailey City Council to post security therefore consistent with the Hailey City Code §16.03.030.1; and,

NOW, THEREFORE, Tanner and Hailey hereby covenant and agree as follows:

Tanner, simultaneously with the execution of this Agreement, deposits with Hailey letter of credit (the “Letter of Credit”) Number __, from __________, whose mailing address is __________, Idaho, in the principal total amount of Six Hundred and Seventy-Eight Thousand Dollars ($678,000) (hereafter referred to as the “Security”) as security for complete performance and construction of the Improvements upon the following terms and conditions:

1. Tanner shall complete construction of the Improvements on or before __________ __, 2022, or the amount of said Letter of Credit shall be due and payable to Hailey up to the full amount thereof, and Hailey may draw upon said Letter of Credit as Hailey in its sole discretion determines necessary to complete the Improvements or any portion thereof.

2. The Letter of Credit shall be made solely in the name of the City of Hailey, Idaho, and said Letter of Credit shall be held by Hailey in lieu of the Owner filing or depositing a performance bond with Hailey.

3. In the event Tanner fails or refuses to complete the Improvements or any portion thereof on or before the date as set forth in Paragraph 1 hereinabove, Hailey shall have the right, but not the obligation, to draw the funds from the Letter of Credit and apply the
proceeds thereof to construction of the Improvements or any portion thereof. To the extent the funds are drawn from the Security, they must be used for the construction of the Improvements or returned to Tanner.

4. In case of default by Tanner, if the total cost of construction of the Improvements is less than the amount of the Security, Hailey agrees to return to Tanner the unused portion of the Security funds. However, if the cost of installing or constructing the Improvements is greater than the amount of the Security, Tanner agrees to reimburse and hold Hailey harmless from any and all additional costs and expenses incurred by Hailey associated with installing and constructing the Improvements.

5. In the event Tanner completes construction of the Improvements on or before the date set forth in Paragraph 1 hereinabove, Hailey shall release the funds from the Letter of Credit, including any and all interest accrued thereon, to Tanner upon receiving written notice by the City Engineer that the Improvements have been installed according to applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the City Engineer. Additionally, Tanner can apply for a partial release of funds from Hailey and the Hailey City Council may so authorize release by the City Clerk of an appropriate portion of the amount held as Security upon completion of a substantial portion of the Improvements, and the inspection and approval thereof by the City Engineer. In such cases, Hailey shall retain sufficient security for completion of all the remodeling Improvements in compliance with this Agreement.

6. In addition to the foregoing, Tanner is responsible for and shall pay any and all fees incurred by the City Engineer in providing services associated with the review of the Letter of Credit amount and/or review of and/or inspections necessary to confirm completion of any or all of the required Improvements.

7. This Agreement is not a guarantee that any of the Improvements will be constructed, nor does it obligate Hailey in any way to complete any of said Improvements. This Agreement is not intended, nor shall it be construed to create a third-party beneficiary contract or any third-party beneficiary rights.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

“OWNER”
Tanner Investments, LLC,
An Idaho limited liability company

By: ________________________________
    John Tanner

“HAILEY”
City of Hailey, Idaho
a municipal corporation

By: ________________________________
    Martha Burke, Mayor

ATTEST:

______________________________, City Clerk
STATE OF IDAHO )
   ss.
County of Blaine )

On this ___ day of ______, 2021, before me, a Notary Public, in and for said County and State, personally appeared John Tanner, known or identified to me on the basis on satisfactory evidence, to be a manager of Tanner Investments, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at:

STATE OF IDAHO )
   ss.
County of Blaine )

On this ___ day of ______, 20__, before me, a Notary Public, in and for said County and State, personally appeared Martha Burke, known or identified to me on the basis on satisfactory evidence, to be the duly elected Mayor of the City of Hailey, Idaho, a municipal corporation, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at:
EXHIBIT A

INFRASTRUCTURE AND IMPROVEMENTS
### Woodside No. 25 Lots 1A-6A Block 86

**Remaining Infrastructure work**

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<th>Unit</th>
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<th>Unit Cost</th>
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**Totals**

$452,000.00 $452,000.00

---

*Remaining Infrastructure Work - Per Estimate from Tanner Construction dated 8/18/21*

*Construction Remaining at time of Final Plat Application Completed and Security Agreement Execution*

---
Irrevocable Letter-of-Credit Number: 5398

ISSUE DATE: November 2, 2021

ISSUED AMOUNT: $678,000

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

Applicant: Tanner Investments, LLC.
366 Chateau Dr,
Idaho Falls, ID 83404

Ladies & Gentlemen:

Westmark Credit Union, hereinafter “Credit Union,” does hereby establish this Irrevocable Letter of Credit in favor of the City of Hailey, Idaho, hereinafter “Beneficiary” or “you,” in the aggregate amount not to exceed $678,000, effective immediately, in support of the liabilities and obligations of the Applicant to the Beneficiary. Funds are available to the Beneficiary during business hours from 8AM until 5PM, Monday through Friday, at our office at Westmark Credit Union, Attn: Construction Lending Manager, 3082 Outlet Boulevard, Idaho Falls, ID 83402. Any draw against this Irrevocable Letter-of-Credit must be made either in person by an authorized representative of the Beneficiary or through requests submitted to the Credit Union by the Beneficiary via Certified Mail.

The Applicant has entered into an agreement with the Beneficiary for improvements as specified in the attached addendum provided by the Beneficiary titled, "03_Woodside No. 25 Lots 1A-6A," executed between the Applicant and the Beneficiary. In the event the Applicant fails to complete improvements in the form and manner sufficient to the specifications of the Beneficiary, the Beneficiary may request a draw or draws against this Irrevocable Letter-of-Credit to pay for the cost of labor, equipment, and material costs to complete said improvements.
Irrevocable Letter-of-Credit Number: 5398
Page 2
November 2, 2021

Any requests for draws against the Irrevocable Letter-of-Credit shall be accompanied by the following written statement, signed by an authorized representative of the Beneficiary:

"Applicant has failed to complete proposed work in a manner or form sufficient to our specifications, and the amount drawn is required to complete, repair, or replace the unfinished or unsatisfactory work."

The Credit Union hereby undertakes with the Beneficiary to honor each request drawn under and in compliance with the terms of this Irrevocable Letter-of-Credit if duly presented with a written and signed statement as indicated above, up to a maximum aggregate amount of the Issued Amount. The Credit Union will honor any Beneficiary request(s for draws without inquiring whether you have a right, as between the Beneficiary and the Applicant, to make such request and without recognizing any claims of the Applicant.

CHANGES OR EXPIRATION: The Credit Union agrees that this Irrevocable Letter-of-Credit remains in full force and effect for a period of 12 months from the issue date and subsequent automatic extensions, without amendment, for subsequent additional 30-day periods unless notified by the Beneficiary. The Credit Union also agrees not to make changes to this Irrevocable Letter-of-Credit or reductions in the Issued Amount, unless notified by the Beneficiary of said changes or reductions as agreed to by the Applicant and Beneficiary. Any notification by the Beneficiary of any changes to this Irrevocable Letter-of-Credit, any reductions of the Issued Amount, or any election by the Beneficiary not to renew this Irrevocable Letter-of-Credit shall be made by Certified Mail, signed by an authorized representative of the Beneficiary. In the event that any draw or draws are paid to the Beneficiary in an aggregate amount of the full Issued Amount indicated for this Irrevocable Letter-of-Credit, then this Letter-of-Credit shall expire and any obligations of the Credit Union shall be considered satisfactory and complete.

Signed and agreed to this 2nd Day of November, 2021

Westmark Credit Union

Jamie Steele, Construction Lending Manager
Estimate

Date 8/18/2021

Estimate # 1554

Customer Tanner Investments, LLC
P.O. Box 353
Hailey, Idaho 83333

P.O. Box 353

Project Skyview 1A

Total Phone: 208.720.5476
Fax: 208.578.7745
www.tannerconstruction-sv.com

ID State License: RCE-24715

Description

Excavation......finish Grade, sidewalk prep, and road prep. 7 0,000.00
Joint trench utilities from Idaho Power 28,000.00
Vinyl fencing installed around perimeter 3 sides 28,000.00
Landscaping 180,000.00
Asphalt paving installed 70,000.00
Sidewalk curb and gutter 50,000.00
Dumpster shelters 15,000.00
Replace bike racks and bus shelters 5,000.00

$446,000.00

--283--
1. The purpose of this survey is to show the monuments found during the boundary retracement of Lots 1 - 7, Block 86, & Parcel DD, Woodside Subdivision Final Plat No. 25, and subdivide into Lots 1A-6A, Block 1, Woodside Subdivision Final Plat No. 25, as shown hereon. The Boundary shown is based on found monuments and Woodside Subdivision Final Plat No. 25, Instrument Number 152520, records of Blaine County, Idaho. All found monuments have been accepted. Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat. Additional documents include Woodside Subdivision Final Plat No. 19, Instrument Number 152514, and Woodside Subdivision Final Plat No. 152515, both records of Blaine County, Idaho.

2. The distances shown are measured. Refer to the above referenced documents for the previous record data.

3. 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.

4. A mutual, non-exclusive access and snow storage easement exists as delineated on Sheet 2 to benefit lots identified on this plat.

5. All utilities shall be installed underground. There exists a blanket utility easement, exclusive of building footprints, on Lots 1A-6A.

6. A Title Policy for Lots 1-7, Block 86, and Parcel DD, Woodside Subdivision #25 Old Republic National Title Insurance Company, File Number 2740878-98, with a Date of Guarantee of July 7, 2021. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy.

SEE SHEET 2 FOR ACCESS & SNOW STORAGE EASEMENT BEARINGS & DISTANCES
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Pursuant to Title 16 of the Hailey Municipal Code and based on the record, the Planning and Zoning Administrator enters these Findings of Fact, Conclusions of Law and Decision for the Preliminary Plat Extension Request by Tanner Investments, LLC, for Woodside Subdivision No. 25, Lots 1A-6A, Block 86.

FINDINGS OF FACT

Applicant: Tanner Investments, LLC

Project & Request: Woodside Block 86 Preliminary Plat – Extension Request

Location: Lots 1A – 6A, Block 86, Woodside Subdivision

Size: 2.42 acres

Zoning: General Residential (GR) Zoning District

Background: On July 13, 2020, the Hailey Planning and Zoning Administrator considered and approved the Lot Line Adjustment Application submitted by Tanner Investments, LLC, represented by Galena Engineering, wherein the interior lot lines of Lots 1-7, were eliminated.

Since approval, the Applicant has installed water and wastewater infrastructure, completed rough grading of the site, construction of the buildings are underway, and additional infrastructure improvements (catch basins and drywells) have been installed. Remaining working includes:

- Finish grading and placing base rock for the access driveway and sidewalks
- Installing dry utilities (joint trench)
- Asphalt paving
- Concrete sidewalks and curb and gutter
- Relocation of bus shelter and repair of sidewalk on Woodside Blvd
- Dumpster shelters
- Vinyl fencing alongside and rear boundary
- Landscaping

The schedule for the remaining work is as follows:

- Complete by September 2021 - Fencing
- Complete by End of October 2021
  - North half of project sidewalk, curb and gutter, asphalt paving, northern trash enclosure
  - Lot 1A landscaping
  - Joint trench
- Complete by August 2022
  - South half of project sidewalk, curb and gutter, asphalt paving, southern trash enclosure
  - Remaining landscaping
  - Bus shelter relocation and repair

The Hailey Municipal Code stipulates that a Final Plat must be recorded within one year of Preliminary
Plat, unless otherwise allowed for in a Phasing Agreement. The Council can grant an extension to this one-year timeline, as noted below:

16.03.030: FINAL PLAT APPROVAL:
A. Time Limitations for Submittal: The Final Plat, prepared by a professional land surveyor, must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a Phasing Agreement or as otherwise provided herein. Plats not submitted for final approval within one year or according to the Phasing Agreement, shall be considered expired and Preliminary Plat approval shall become null and void. The Council may extend the deadline for submitting the Final Plat upon holding a public hearing.

That said, the Preliminary Plat was approved administratively via a Lot Line Adjustment Application. As such, the Planning and Zoning Administrator has reviewed the Applicant’s request for an extension of the one-year timeline. The request is to extend the timeline for submittal until July 13, 2022.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Planning and Zoning Administrator makes the following Conclusions of Law:
1. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Municipal Code.
2. The Application for Preliminary Plat, as presented on the day these Findings are signed, is approved by the Planning and Zoning Administrator.

DECISION

The Application Extension for the submittal of the Final Plat Application by Tanner Investments, LLC, regarding Block 86, Woodside Subdivision Preliminary Plat, is hereby approved, extending that timeline until July 13, 2022, finding that the application meets each of the Criteria for Review, as outlined in Hailey Municipal Code, Title 16.

Approved the 23rd day of August, 2021.

Lisa Horowitz, Community Development Director
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On July 13, 2020, the Hailey Planning and Zoning Administrator considered the Application for a Lot Line Adjustment submitted by Tanner Investments, LLC on behalf of Brant Tanner, represented by Galena Engineering, wherein the interior lot lines of Lots 1-7, are eliminated. The proposed Lot Line Adjustment would reconfigure the aforementioned lots, Lots 1-7, to create six (6) lots, Lots 1A, 2A, 3A, 4A, 5A and 6A, for the amended Woodside Subdivision No. 25.

This project will be located at Block 86, on the east side of Woodside Boulevard, between Antelope Drive and Baldy View Drive, within General Residential (GR) Zoning District.

The Administrator, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law, and Decision.

FINDINGS OF FACT

Notice: Notice was mailed to property owners within 300 feet on June 10, 2020. The notice informed adjacent property owners they may comment on the application during a period of fifteen (15) days after the post mark of the notice. The notice comment period ended on June 25, 2020. During this period, five (5) letters of public comment were received and considered by the Administrator (see below for details). The notice was published in the Idaho Mountain Express on June 10, 2020.
Application: Application for a Lot Line Adjustment submitted by Tanner Investments, LLC on behalf of Brant Tanner, represented by Galena Engineering, wherein the interior lot lines of Lots 1-7, are eliminated. The proposed Lot Line Adjustment would reconfigure the aforementioned lots, to create six (6) lots, Lots 1A, 2A, 3A, 4A, 5A and 6A, for the amended Woodside Subdivision No. 25.

- Lot 1A, comprising of 17,426 square feet
- Lot 2A, comprising of 17,594 square feet
- Lot 3A, comprising of 17,492 square feet
- Lot 4A, comprising of 17,556 square feet
- Lot 5A, comprising of 17,514 square feet
- Lot 6A, comprising of 17,433 square feet

The proposed plat reduces the total number of lots from seven (7) to six (6) lots. The new configuration, under the General Residential (GR) Zoning District, can accommodate six (6), four-plex apartments (24 units in total), a horseshoe drive will circulate vehicular traffic throughout the site, and two forms of ingress/egress have been identified.
The original plat, dated December 6, 1973, platted seven (7) lots of various sizes and shapes. The plat did not efficiently utilize the parcel in its entirety, which platted ample land area for common parking than for buildable land.

Furthermore, the reconfiguration of the plat does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements.

The public comment period was open from June 10, 2020 to June 25, 2020. During this time, five (5) letters from the public were received and considered by the Administrator. Of the letters submitted, none were relevant to the application noted herein, but more applicable to the Design Review Standards: traffic and congestions, aesthetics and privacy, and property values.

Procedure: Following expiration of the comment period, and upon a finding by the Administrator that the plat is in compliance with the provisions of the Subdivision Ordinance, the Administrator may approve, or conditionally approve, the Preliminary Plat.

Standards: Each of the pertinent standards of the Subdivision Ordinance were met.

CONCLUSIONS OF LAW

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

1. Adequate notice for Preliminary Plat of a Lot Line Adjustment, pursuant to Section 16.06 of the Hailey Subdivision Ordinance, was given.
2. The Application conforms to the definition of a Lot Line Adjustment.
3. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.

DEcision

The Application for a Lot Line Adjustment, submitted by Tanner Investments, LLC, on behalf of Brant Tanner, represented by Galena Engineering, wherein the interior lot lines of Lots 1-7, are eliminated. The proposed Lot Line Adjustment would reconfigure the aforementioned lots, Lots 1-7, to create six (6) lots, Lots 1A, 2A, 3A, 4A, 5A and 6A, for the amended Woodside Subdivision No. 25:

- Lot 1A, comprising of 17,426 square feet
- Lot 2A, comprising of 17,594 square feet
- Lot 3A, comprising of 17,492 square feet
- Lot 4A, comprising of 17,556 square feet
- Lot 5A, comprising of 17,514 square feet
- Lot 6A, comprising of 17,433 square feet

The reconfiguration of the lots is approved by the Administrator with the following conditions:
1. Upon any further development, any applicable provisions of the Hailey Municipal Code are in effect on the date of the Application for Development shall apply. City infrastructure requirements, as outlined in Chapter 16.05 of the Hailey Municipal Code, shall be met. Detailed plans for any required infrastructure to be installed or improved at or adjacent to the site shall meet City Standards and shall be submitted for City approval.
2. Issuance of permits for the construction of buildings shall be subject to Chapter 16.02.080 of the Subdivision Ordinance.
3. 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.

Findings of Fact approved this 13th day of July, 2020.

Lisa Horowitz, Community Development Director

Attest:

Jessica Parker, Community Development Assistant
Return to Agenda
On March 12, 2018, the City Council approved the Preliminary Plat application for Phase 1 of a 230.85-acre property described in Exhibit B-1 to the Quigley Farm Annexation Agreement. Phase 1 consists of Blocks 1, 2, 3, 4, 10, 11, and 15, which includes 36 lots comprised of 42 residential units including 8 community housing units (total 27), neighborhood business and nonprofit space.

In addition to the various land uses, the project includes network of roads, open space, paved and non-paved trails, an area for an active sports complex, winter and summer trailhead parking area, area for sledding and winter Nordic. The project incorporates agriculture as a key project concept.

The individual block plats contain the road and infrastructure developments. All necessary infrastructure needed to serve a block must be in place before a final plat can be issued for that block. Only then can the developer sell individual lots. Infrastructure is being installed for blocks 3 and 4 at this time. It is anticipated that water, sewer and road paving will be completed this fall, and that landscaping and concrete work will be completed next spring.

On November 23, 2020, the City Council approved the Final Plat Application for Blocks 2, 3, and 4, Quigley Farms Phase 1. A Security Agreement and two bonds are in place addressing related infrastructure for these blocks, but that agreement has expired. Significant underground infrastructure has been completed and paving of roads was completed late in October. Drainage related to the roads is not yet in place.

The Hailey Municipal code allows for extension of security past one year subject to the following:

K. Security Required: In cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the developer, 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. If any extension of the one-year period is granted by the city, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided. In the event that cost of installing required improvements exceeds the amount of the security, the developer shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the security shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or developer. (Ord. 1256, 2020; Ord. 1193, 2016; Ord. 1191, 2015)

The attached security agreement extends the security and letters of credit until September 14, 2021.

Attachments:

A. Resolution 2021—__, a resolution adopting amended Security Agreement and Letter of Credit for Quigley Farm Blocks 2, 3 and 4
B. **Amended cost estimate**
C. **Final Plat, Blocks 2,3,4 Quigley Farms**
D. **Resolution 2020-131 establishing a Security Agreement for Blocks 2,3,4, Quigley Farms**

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

---

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**Motion Language:**

**Approval:**
Motion to approve Resolution 2021-__, a resolution extending the security agreement for Quigley Farms Blocks 2,3 and 4, extending that timeline until September 14, 2022.

**Denial:**
Motion to deny the request for extending the security agreement for Quigley Farms Blocks 2,3 and 4, citing the following reasons for denial _______________.

**Continuation:**
Motion to continue the request for extending the security agreement for Quigley Farms Blocks 2,3 and 4, to___________ (Council to insert a date).

---

**ACTION OF THE CITY COUNCIL:**

**Date** __________________________
City Clerk ______________________________

---

**FOLLOW-UP:**

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

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

---

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

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<td>P&amp;Z Commission</td>
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<td>Police</td>
<td>Fire Department</td>
<td>Engineer</td>
<td>W/WW</td>
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<td>Streets</td>
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<td>Public Works</td>
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<tr>
<td>Mayor</td>
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CITY OF HAILEY
RESOLUTION NO. 2021-___

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT EXTENSION RELATED TO QUIGLEY FARMS FINAL PLAT PHASE 1, BLOCKS 2, 3, AND 4

WHEREAS, the City of Hailey has approved the Final Plat for Quigley Farm & Conservation Community LLC (Quigley Farms Phase 1, Block 2, 3, and 4), on November 9, 2020, and

WHEREAS, the City of Hailey approved a security agreement and letters of credit for Quigley Farm Phase 1 Blocks 2,3 and 4 via Resolution 2020-131 on November 9, 2020, and

WHEREAS, that approval included the associated improvements to the site as outlined in the attached, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Security Agreement Extension related to the Quigley Farm & Conservation Community LLC, Quigley Farms Final Plat Phase 1, Block 2, 3, and 4.

Passed this ____ day of ____________, 2021

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

________________________________
Mary Cone, City Clerk

--295--
RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:
Hailey City Hall
ATTN: Mary Cone, Hailey City Clerk
115 South Main Street
Hailey, Idaho 83333

AMENDED AND RESTATEd SECURITY AGREEMENT
RE: QUIGLEY FARMS PHASE 1, BLOCK 2, 3, AND 4

THIS AMENDED AND RESTATEd SECURITY AGREEMENT RE: QUIGLEY FARMS PHASE 1, BLOCK 2, 3, AND 4 FINAL PLAT ("Agreement") is made and entered into as of the 8th day of November, 2021 by and between the City of Hailey, Idaho, a municipal corporation, (hereinafter referred to as "Hailey"), Quigley Farm & Conservation Community, LLC, an Idaho limited liability company, c/o Hennessy Company, whose mailing address is P.O. Box 2720, Ketchum, Idaho, 83340 (hereinafter referred to as "The Applicant") and Quigley Recycled Water Company, LLC, an Idaho limited liability company (hereinafter referred to as "QRWC") and amends, replaces and restates that Certain SECURITY AGREEMENT RE: QUIGLEY FARMS PHASE 1, BLOCK 2, 3, AND 4 dated 14th day of December, 2020 (the "Security Agreement").

WHEREAS, The Applicant requested and received on or about November 23, 2020 final subdivision plat approval and recordation of the Plat for QUIGLEY FARMS PHASE 1, BLOCK 2, 3, AND 4 prior to completion of construction of certain infrastructure and related improvements which were set forth on attached Exhibit A to the Security Agreement (the "Improvements") in accordance with Hailey City Code §16.03.030.I;

WHEREAS, in conjunction with the Security Agreement, Applicant and QRWC deposited two separate letters of credit with the Hailey in a total amount of $2,263,988.80 to secure completion of the Improvements on or before September 14, 2021;

WHEREAS, as a result in various delays in construction schedules due to materials availability related to the Covid-19 Pandemic, Applicant and QRWC have not yet fully completed all of the Improvements and have requested an extension of one year to complete the remaining Improvements identified on Exhibit A, attached hereto (the "Remaining Improvements") and to reduce the amount of the security to account for the Improvements that have been completed.

NOW, THEREFORE, The Applicant and Hailey hereby covenant and agree as follows:

The Applicant and QRWC, simultaneously with the execution of this Agreement, deposits with Hailey:

Letter of Credit Number __________, from Washington Trust Bank, 717 W Sprague Avenue, Spokane, WA 99210-2127 in the principal total amount of $516,479.00 (the "WTB Letter of Credit");
and

Letter of Credit Number ______________________, from First Republic Bank, 1888 Century Park East, 2nd Floor, Los Angeles, CA 90067, in the principal total amount of $882,743.71 the “FRB Letter of Credit” and together with the WTB Letter of Credit, the “Security”) as security for complete performance and construction of the Remaining Improvements upon the following terms and conditions:

1. The WTB Letter of Credit specifically secures completion of the Remaining Improvements identified in categories 32800, 33300 and 35000 on Exhibit A which will be owned/operated by QRWC. The FRB Letter of Credit specifically secures completion of all other Remaining Improvements identified on Exhibit A. The Applicant shall complete construction of all Improvements on or before September 14, 2022, or the amount of the Letter of Credit applicable to such Improvements which are not complete shall be due and payable to Hailey up to the full amount thereof and Hailey may draw upon such letter of credit as secures such incomplete Remaining Improvements as Hailey in its sole discretion determines necessary to complete the Remaining Improvements or any portion thereof.

2. Each Letter of Credit shall be made solely in the name of the City of Hailey, Idaho and shall be held by Hailey in lieu of the Owner filing or depositing a performance bond with Hailey.

3. In the event the Applicant fails or refuses to complete the Remaining Improvements or any portion thereof on or before the date as set forth in Paragraph 1 above, Hailey shall have the right, but not the obligation, to draw the funds from the appropriate Letter of Credit and apply the proceeds thereof to construction of the Remaining Improvements or any portion thereof. To the extent the funds are drawn upon from the Security, they must be used for the construction of the Remaining Improvements or returned to the Applicant.

4. In case of default by the Applicant, if the total cost of construction of the Remaining Improvements is less than the amount of the Security, Hailey agrees to return to the Applicant the unused portion of the Security funds. However, if the cost of installing or constructing the Remaining Improvements is greater than the amount of the Security, the Applicant agrees to reimburse and hold harmless Hailey for any and all additional costs and expenses incurred by Hailey associated with installing and constructing the Remaining Improvements.

5. In the event the Applicant completes construction of the Remaining Improvements secured by either or both Letters of Credit on or before the date set forth in Paragraph 1 above, Hailey shall release such Letter(s) of Credit, including any and all interest accrued thereon, to the Applicant upon receiving written notice by the City Engineer that the Remaining Improvements have been installed according to applicable ordinances, regulations, plans and

AMENDED AND RESTATEd SECURITY AGREEMENT
RE: QUIGLEY FARMS PHASE 1, BLOCKS 2, 3, AND 4
page 2 of 5

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specifications, and that the same has been inspected and approved by the City Engineer. Also, the Applicant may apply for a partial release of either Letter of Credit from Hailey and the Hailey City Council may so authorize release by the City Clerk of an appropriate proportion of the amount held as Security upon completion of a substantial portion of the Remaining Improvements, and the inspection and approval thereof by the City Engineer. In such cases, Hailey shall retain sufficient Security for completion of all the unfinished Remaining Improvements in compliance with this Agreement.

6. In addition to the foregoing, the Applicant is responsible for and shall pay any and all fees incurred by the City Engineer in providing services associated with the review of the Letter of Credit amount and/or review of and/or inspections necessary to confirm completion of any or all of the Remaining Improvements required.

7. This Agreement is not a guarantee that any of the Remaining Improvements will be constructed nor does not obligate Hailey in any way to complete any of said Remaining Improvements. This Agreement is not intended nor shall it be construed as a third-party beneficiary contract or creating any third-party beneficiary rights.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

OWNER,

Quigley Farm & Conservation Community, LLC,
an Idaho Limited liability company
c/o Hennessy Company

by__________________________________
   David Hennessy, Representative

Quigley Recycled Water Company, LLC,
An Idaho Limited Liability Company

By: Putnam Capital, LLC

By: __________________________
   Its: _________________________

THE CITY OF HAILEY, IDAHO

by__________________________________
   Martha Burke, Mayor
ATTEST:

Mary Cone, City Clerk

STATE OF IDAHO  )
    ) ss.
County of Blaine  )

On this ___ day of ________, 2021, before me, a Notary Public, in and for said County and State, personally appeared David Hennessy, known or identified to me on the basis on satisfactory evidence, to be a representative of Quigley Farm & Conservation Community, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at:__________________________
My commission expires: _______________

STATE OF ________  )
    ) ss.
County of ________)

On this ___ day of ________, 2021, before me, a Notary Public, in and for said County and State, personally appeared ____________, known or identified to me on the basis on satisfactory evidence, to be a representative of Putnam Capital, LLC the Member of Quigley Recycled Water Company, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at:__________________________
My commission expires: _______________

AMENDED AND RESTATED SECURITY AGREEMENT
RE: QUIGLEY FARMS PHASE 1, BLOCKS 2, 3, AND 4
page 4 of 5
STATE OF IDAHO       
) 
) ss. 
County of Blaine    

On this ___ day of __________, 2021, before me, a Notary Public, in and for said County and State, personally appeared Martha Burke, known or identified to me on the basis on satisfactory evidence, to be the duly elected Mayor of the City of Hailey, Idaho, a municipal corporation, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at:__________________________
My commission expires: ________________
### EXHIBIT A

**to Amended Security Agreement Re: Quigley Farms Phase 1, Blocks 2, 3, and 4**

<table>
<thead>
<tr>
<th>QUIGLEY FARM</th>
<th>Interference with</th>
<th>04/29/21 Bond Release</th>
<th>11/6/21 Bond Release</th>
<th>Cost Releasing</th>
<th>Applied % Releasing</th>
<th>Calculated Byrd Cost</th>
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<tr>
<td></td>
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<td>Prior Request</td>
<td>Ceased Request</td>
<td>Prior Amount</td>
<td>After 4/29/21</td>
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<tr>
<td>Date</td>
<td>Class</td>
<td>Cost</td>
<td>Total</td>
<td>Releasing amount</td>
<td>Cost Releasing</td>
<td>Applied % Releasing</td>
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<td>Cooperate Testing</td>
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<td>$7,500.00</td>
<td>3,500.00</td>
<td>3,500.00</td>
<td>3,500.00</td>
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<td>Value &amp; Service Testing</td>
<td>Est.</td>
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<tr>
<td>Wastewater Treatment</td>
<td>Est.</td>
<td>$100,000.00</td>
<td>50,000.00</td>
<td>50,000.00</td>
<td>50,000.00</td>
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<td>Stormwater System</td>
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<td>3,500.00</td>
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<td>Toxic Waste Storage &amp; Disposal</td>
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<td>50,000.00</td>
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<td>Total</td>
<td>Est.</td>
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<td>150,000.00</td>
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<tr>
<td>Collection System Upgrade</td>
<td>Est.</td>
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<td>2,000,000.00</td>
<td>2,000,000.00</td>
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<td>8,000,000.00</td>
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<td>TOTAL PROJECT</td>
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<td>13,000,000.00</td>
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**AMENDED AND RESTATED SECURITY AGREEMENT RE: QUIGLEY FARMS PHASE 1, BLOCKS 2, 3, AND 4**

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## QUIGLEY FARM

### Infrastructure Work

<table>
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<tr>
<th>Item</th>
<th>Unit</th>
<th>$ per</th>
<th>Total</th>
<th>Bonding amount</th>
<th>04/19/21 Bond Release</th>
<th>11/06/21 Bond Release</th>
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<td>Project Request</td>
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<td>20%</td>
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<td>Water &amp; Sewer Tarion</td>
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<td>-</td>
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<td>Mobilization &amp; Demobilization</td>
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<td>50%</td>
<td>18,750.00</td>
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<td>Engineering - LCWR</td>
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<td>50,000.00</td>
<td>75,000.00</td>
<td>100%</td>
<td>75,000.00</td>
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<td>As Built &amp; Final Inspection</td>
<td>Each</td>
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<td>7,500.00</td>
<td>11,250.00</td>
<td>100%</td>
<td>11,250.00</td>
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<td>Des Waste Station and Storage</td>
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<td>500.00</td>
<td>750.00</td>
<td>100%</td>
<td>750.00</td>
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<td>Joint/Through Utilities</td>
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<td>Final Survey &amp; Measurements</td>
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<td>5,000.00</td>
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<td><strong>TOTAL MISCELLANEOUS</strong></td>
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<td>539,144.61</td>
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<td><strong>356009 Waste Water Treatment</strong></td>
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<td>Collection System Upgrade</td>
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<td>Treatment Plant - Perforating for Blocks</td>
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<td>Credit for Upsizing 8' to 10' water main</td>
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<td>3,608.68</td>
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</table>
CITY OF HAILEY
RESOLUTION NO. 2020-131

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT RELATED TO
QUIGLEY FARMS FINAL PLAT PHASE 1, BLOCKS 2, 3, AND 4

WHEREAS, the City of Hailey has approved the Final Plat for Quigley Farm &
Conservation Community LLC (Quigley Farms Phase 1, Block 2, 3, and 4), on November 9, 2020,
and

WHEREAS, that approval included the associated improvements to the site as outlined in
the attached, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF HAILEY, IDAHO, that the City of Hailey approves the Security Agreement related to the
Quigley Farm & Conservation Community LLC, Quigley Farms Final Plat Phase 1, Block 2, 3,
and 4.

Passed this __th day of __________, 2020

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

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SECURITY AGREEMENT
RE: QUIGLEYS FARMS PHASE 1, BLOCK 2, 3, AND 4

THIS SECURITY AGREEMENT RE: QUIGLEYS FARMS PHASE 1, BLOCK 2, 3, AND 4 FINAL PLAT is made and entered into as of the 14th day of December, 2020, by and between the City of Hailey, Idaho, a municipal corporation, (hereinafter referred to as "Hailey"), Quigley Farm & Conservation Community, LLC, an Idaho limited liability company, c/o Hennessy Company, whose mailing address is P.O. Box 2720, Ketchum, Idaho, 83340 (hereinafter referred to as "The Applicant") and Quigley Recycled Water Company, LLC, an Idaho limited liability company.

WHEREAS, The Applicant and Hailey are parties to that certain ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT, dated August 9, 2017, incorporated into City of Hailey Resolution No. 2017-083, and recorded in the Records of Blaine County, Idaho as Instrument No. 645779 (hereinafter referred to as "Annexation Agreement");

WHEREAS, in conjunction with the Annexation Agreement, The Applicant has made application for final subdivision plat approval of the Quigley Farms Phase 1, Block 2, 3, and 4 hereinafter referred to as "Blocks 2,3,4, Quigley Farms Phase 1") after receiving preliminary plat approval from Hailey thereof as set forth in the Hailey City Council Findings of Fact, Conclusions of Law and Decision dated March 12, 2018 and September 14, 2020, and incorporated herein by reference;

WHEREAS, The Applicant has completed its obligations under the Annexation Agreement as they relate to the Quigley Farms Phase 1, Block 2,3 and 4 Improvements, as defined in the Annexation Agreement;

WHEREAS, The Applicant has requested final subdivision plat approval and recordation prior to completion of construction of certain infrastructure and related improvements as set forth on attached Exhibit A and fulfillment of certain obligations of The Applicant set forth in the Annexation, Services and Development Agreement, Quigley Farms Phase 1 dated August 9, 2017 hereinafter collectively referred to as the "Improvements") and as a condition thereof The Applicant is required by the Hailey City Council to post security therefore consistent with the Hailey City Code §15.03.030.1; and,

NOW, THEREFORE, The Applicant and Hailey hereby covenant and agree as follows:

The Applicant, simultaneously with the execution of this Agreement, deposits with Hailey:
Letter of Credit Number 25900, from Washington Trust Bank, 717 W Sprague Avenue, Spokane, WA 99210-2127 in the principal total amount of $689,888.73 (the "WTB Letter of Credit";)

and

Letter of Credit Number 211339259-23149701, from First Republic Bank, 1888 Century Park East, 2nd Floor, Los Angeles, CA 90067, in the principal total amount of $1,574,100.07 (the "FRB Letter of Credit" and together with the WTB Letter of Credit, the "Security")
as security for complete performance and construction of the Improvements upon the following terms and conditions:  

1. The WTB Letter of Credit specifically secures completion of the Improvements identified in categories 32800, 33300 and 35000 on Exhibit A which will be owned/operated by Quigley Recycled Water Company, LLC. The FRB Letter of Credit specifically secures completion of all other Improvements identified on Exhibit A. The Applicant shall complete construction of all Improvements on or before September 14, 2021, or the amount of the Letter of Credit applicable to such Improvements which are not complete shall be due and payable to Hailey up to the full amount thereof and Hailey may draw upon such letter of credit as secures such incomplete Improvements as Hailey in its sole discretion determines necessary to complete the Improvements or any portion thereof.

2. Each Letter of Credit shall be made solely in the name of the City of Hailey, Idaho and shall be held by Hailey in lieu of the Owner filing or depositing a performance bond with Hailey.

3. In the event the Applicant fails or refuses to complete the Improvements or any portion thereof on or before the date as set forth in Paragraph Number 1 hereinabove, Hailey shall have the right, but not the obligation, to draw the funds from the appropriate Letter of Credit and apply the proceeds thereof to construction of the Improvements or any portion thereof. To the extent the funds are drawn upon from the Security, they must be used for the construction of the Improvements or returned to The Applicant.

4. In case of default by The Applicant, if the total cost of construction of the Improvements is less than the amount of the Security, Hailey agrees to return to The Applicant the unused portion of the Security funds. However, if the cost of installing or constructing the Improvements is greater than the amount of the Security, the Applicant agrees to reimburse and hold harmless Hailey for any and all additional costs and expenses incurred by Hailey associated with installing and constructing the Improvements.

5. In the event the Applicant completes construction of the Improvements secured by either or both Letters of Credit on or before the dates set forth in Paragraph Number 1 hereinabove, Hailey shall release such Letter(s) of Credit, including any and all interest accrued thereon, to the Applicant upon receiving written notice by the City Engineer that the Improvements have been installed.
according to applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the City Engineer. Also, the Applicant may apply for a partial release of either Letter of Credit from Hailey and the Hailey City Council may so authorize release by the City Clerk of an appropriate proportion of the amount held as Security upon completion of a substantial portion of the Improvements, and the inspection and approval thereof by the City Engineer. In such cases, Hailey shall retain sufficient Security for completion of all the Improvements in compliance with this Agreement.

6. In addition to the foregoing, the Applicant is responsible for and shall pay any and all fees incurred by the City Engineer in providing services associated with the review of the Letter of Credit amount and/or review of and/or inspections necessary to confirm completion of any or all of the Improvements required.

7. This Agreement is not a guarantee that any of the Improvements will be constructed nor does not obligate Hailey in any way to complete any of said Improvements. This Agreement is not intended nor shall it be construed as a third-party beneficiary contract or creating any third-party beneficiary rights.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

OWNER,

Quigley Farm & Conservation Community, LLC,
an Idaho Limited liability company
c/o Hennessy Company

by
David Hennessy, Representative

Quigley Recycled Water Company, LLC,
An Idaho Limited Liability Company
By: Thomas Putman
By: Thomas Putman
Its: MANAGER

THE CITY OF HAILEY, IDAHO
by
Martha Burke, Mayor

ATTEST:
Mary Cone, City Clerk

SECURITY AGREEMENT
RE: QUIGLEY FARMS PHASE 1, BLOCKS 2, 3, AND 4 - page 3 of 5
STATE OF IDAHO

County of Blaine

On this 11th day of December, 2020, before me, a Notary Public, in and for said County and State, personally appeared David Hennessy, known or identified to me on the basis on satisfactory evidence, to be a representative of Quigley Farm & Conservation Community, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at: Ketchum, Idaho
My commission expires: 11/14/22

STATE OF Oregon

County of Multnomah

On this 11th day of December, 2020, before me, a Notary Public, in and for said County and State, personally appeared Thomas Pattnam known or identified to me on the basis on satisfactory evidence, to be a representative of Pattnam Capital, LLC the Member of Quigley Recycled Water Company, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR Oregon
Residing at: Portland, Oregon
My commission expires: 

SECURITY AGREEMENT
RE: QUIGLEY FARMS PHASE 1, BLOCKS 2, 3, AND 4 – page 4 of 5
STATE OF IDAHO     )
     ) ss.
County of Blaine     )
     )
On this 17th day of December, 2020, before me, a Notary Public, in and for said County and State, personally appeared Martha Burke, known or identified to me on the basis on satisfactory evidence, to be the duly elected Mayor of the City of Hailey, Idaho, a municipal corporation, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged such municipal corporation executed the same.

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

[Signature]

NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
My commission expires: 4/30/2024
## EXHIBIT A

### to Security Agreement Re: Quigley Farms Phase 1, Blocks 2, 3, and 4

### QUILGLEY FARM

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### Security Agreement

**RE: QUIGLEY FARMS PHASE 1, BLOCKS 2, 3, AND 4**

Page 6 of 5
IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No.: 211339259-23149701

Dated: December 16, 2020

City of Hailey, ID ("Beneficiary")
c/o Mayor Martha Burke
115 Main Street South, Suite H
Hailey, ID 83333

Ladies and Gentlemen:

At the request and for the account of Quigley Farm and Conservation Community LLC ("Applicant"), we hereby establish in your favor our irrevocable standby letter of credit in an aggregate amount not to exceed One Million Five Hundred Seventy-Four Thousand One Hundred and 00/100 US Dollars (US $1,574,100.00) available for payment by your draft upon presentation to us of the following:

1. This original letter of credit together with all executed written amendments hereto.

2. An original signed and dated drawing certificate from you addressed to us in the form annexed hereto as Exhibit A (after complying with all instructions in brackets contained therein).

Drawing certificates shall be drawn on us and presented to us at the Letter of Credit Office (as hereinafter defined) at or before 5:00 p.m., local time of the Letter of Credit Office, on a Business Day (as hereinafter defined) occurring not later than the Expiration Date (as hereinafter defined). As used herein: "Letter of Credit Office" means our office located at 1888 Century Park East, 2nd Floor, Los Angeles, CA 90067, Attn: Business Banking; and "Business Day" means any day other than a Saturday, Sunday or other day on which the Letter of Credit Office is not open for business or on which commercial banks are authorized or required to close, or are in fact closed, under the laws of California.

All drawing certificates drawn under this letter of credit shall contain the above-referenced letter of credit number. We agree that all drawing certificates drawn on us under and in compliance with the terms of this letter of credit will be duly honored by us not later than three (3) Business Days following presentation to the Letter of Credit Office. Our obligation hereunder is our individual obligation and is not contingent upon reimbursement. We will pay all drawings under this Letter of Credit with our own funds and not with funds derived from Applicant or a subsidiary or affiliate thereof.

This standby letter of credit expires on December 1, 2021 (the "Expiration Date").

Partial drawings under this letter of credit are not permitted.

This letter of credit may be reduced at the written request of the Beneficiary. Upon our receipt of each reduction certificate in the form annexed hereto as Exhibit B (after complying with all instructions in brackets contained therein,) the amount of this letter of credit shall be automatically and permanently reduced, without amendment, by the amount of the reduction requested.

This letter of credit is not transferable.

Standard fees apply for each reduction, transfer, renewal and/or partial draw of this letter of credit (in each of the foregoing circumstances, solely to the extent expressly permitted hereby), which fees are payable by Applicant. Applicant's failure to pay such fees shall not delay or impede any of the above actions.

We may accept documents which appear on their face to be in order without responsibility for further investigation (even as regards any purported default by Applicant) regardless of any notice or information to the contrary.
This letter of credit is subject to and governed by the International Standby Practices 1998 of the International Chamber of Commerce, Publication 590 or to any subsequent version of such publication as in effect on the date hereof ("ISP98") and, as to matters not covered therein and not inconsistent therewith, the internal laws of California, including, without limitation, the Uniform Commercial Code as from time to time in effect in such jurisdiction.

First Republic Bank

By: [Signature]

Name: Jodi L. Gee
Manager
Title: Commercial Lending Services
First Republic Bank
1888 Century Park East, 2nd Floor
Los Angeles, CA 90067
Attn: Business Banking

Re: Irrevocable Standby Letter of Credit No. [Insert Letter of Credit No.], dated [insert date], issued by First Republic Bank (the "Letter of Credit") for the account of [insert name of applicant] ("Applicant")

Ladies and Gentlemen:

The undersigned, being the beneficiary ("Beneficiary") (or a duly authorized representative thereof) of the Letter of Credit, hereby:

(a) demands payment from you in the amount of [insert amount in words] US Dollars (US$[insert amount in figures]) under the Letter of Credit, and

(b) certifies to you that the amount demanded represents funds due and owing from Applicant to Beneficiary under one or more transactions and/or agreements/leases with Applicant.

Each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Letter of Credit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this original certificate as of [insert date].

Very truly yours,

[Insert name of Beneficiary and date of this Drawing Certificate]

By: [insert signature]
Name: [insert name]
Title: [insert title]
Date: [insert date]
December 17, 2020

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

RE: Irrevocable Standby Letter of Credit No. 25900
Quigley Recycled Water Company, LLC

Ladies and Gentlemen:

Attached is an amendment on the above referenced Letter of Credit. Please acknowledge your acceptance or refusal of this amendment by signing the acknowledgement below and return this letter to us in the envelope provided.

Thank you for your prompt response regarding this amendment.

Sincerely,

[Signature]

Perry Magers
Letters of Credit
Washington Trust Bank

ACKNOWLEDGEMENT:

We hereby acknowledge that we □ ACCEPT OR □ REFUSE the amendment on the above referenced Letter of Credit.

City of Hailey

BY: _________________________ TITLE: _________________________

Washington Trust Bank  717 W Sprague Avenue, P.O. Box 2127  Spokane, Washington 99220-2127
Phone (509) 353-4204  Outside Spokane 1-800-788-4578
www.watrust.com
AMENDMENT #1 TO
IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 25900
DATE: DECEMBER 1, 2020
AMOUNT: $689,888.73

December 17, 2020

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

Ladies and Gentlemen:

This letter will serve as our Amendment to Letter of Credit No. 25900 in your favor for the account of Quigley Recycled Water Company, LLC, 620 SW 5th Ave., Ste. 1100, Portland, OR 97204 up to the aggregate amount of Six Hundred Eighty Nine Thousand Eight Hundred Eighty Eight and 73/100 Dollars ($689,888.73) covering the required site improvements as detailed in the Security Agreement between Beneficiary and Quigley Recycled Water Company, LLC and accompanied by the following:

1. Amending the expiration date:

   From: October 1, 2021  To: December 1, 2021

All other terms and conditions of Letter of Credit No. 25900 remain unchanged.

Sincerely,

Perry Magers
Letters of Credit
Washington Trust Bank

Washington Trust Bank 717 W Sprague Avenue, P.O. Box 2127 Spokane, Washington 99210-2127
Phone (509) 353-4204 Outside Spokane 1-800-788-4578
www.watrust.com
Exhibit B to First Republic Bank  
Irrevocable Standby Letter of Credit No. ________

[EXHIBIT TO BE TYPED ON BENEFICIARY’S LETTERHEAD]  
IRREVOCABLE STANDBY LETTER OF CREDIT REDUCTION CERTIFICATE

First Republic Bank  
1888 Century Park East, 2nd Floor  
Los Angeles, CA 90067  
Attn: Business Banking

Re: Irrevocable Standby Letter of Credit No. [Insert Letter of Credit No.], dated [insert date], issued by First Republic Bank (the “Letter of Credit”) for the account of [insert name of applicant] (“Applicant”), with the current amount available for drawing thereunder being [insert in words current amount available for drawing under the Letter of Credit] US Dollars (US$[insert in figures current amount available for drawing under the Letter of Credit]).

Ladies and Gentlemen:

The undersigned, being the beneficiary (“Beneficiary”) (or a duly authorized representative thereof) of the Letter of Credit, hereby unconditionally and irrevocably requests that you decrease the amount available for drawing under the Letter of Credit by [insert amount in words] US Dollars (US$[insert amount in figures]), resulting in the amount available for drawing under the Letter of Credit to be reduced to [insert in words reduced amount available for drawing under the Letter of Credit] US Dollars (US$[insert in figures reduced amount available for drawing under the Letter of Credit]).

IN WITNESS WHEREOF, the undersigned has executed and delivered this original certificate as of the [insert date].

Very truly yours,

[insert name of Beneficiary and date of this Reduction Certificate]

By: [insert signature]

Name: [insert name]

Title: [insert title]

Date: [insert date]

Requested reduction hereby acknowledged:

FIRST REPUBLIC BANK

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________

-318-
Washington Trust Bank

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 25900
DATE: DECEMBER 1, 2020
AMOUNT: $689,888.73

RECEIVED
DEC 04 2020
Per [Signature]

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

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 25900 in your favor for the account of Quigley Recycled Water Company, LLC, 620 SW 5th Ave., Ste. 1100, Portland, OR 97204, up to the aggregate amount of Six Hundred Eighty Nine Thousand Eight Hundred Eighty Eight and 73/100 Dollars ($689,888.73) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before October 1, 2021 or any extended date, covering the complete the required site improvements as detailed in the Security Agreement between Beneficiary and Quigley Recycled Water Company, LLC and accompanied by the following:

1. A signed statement from the beneficiary reading exactly as follows:

   "I, the undersigned duly authorized representative of the City of Hailey, hereby certify that the draft drawn under this Letter of Credit represents the amount of money required to complete the required site improvements as detailed in the Security Agreement between Beneficiary and Quigley Recycled Water Company, LLC."

2. The original of this Letter of Credit and any amendments thereto.

All drafts presented under the credit must contain the clause "Drawn under Washington Trust Bank Letter of Credit No. 25900". Any and all banking charges, other than those of the issuing bank, are for the account of the beneficiary.

We hereby engage with the drawers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the drafts will be duly honored upon presentation and delivery of documents, as specified, to Washington Trust Bank, Attn: Letters of Credit, 717 W. Sprague Ave., Spokane, Washington 99201, on or before October 1, 2021, or any extended date.

All drawings under this credit will be governed by the Uniform Customs & Practice for Documentary Credits (Latest Revision) International Chamber of Commerce Publication No. 600.

Sincerely,

[Signature]
Perry Magers
Letters of Credit
Washington Trust Bank

Washington Trust Bank 717 W Sprague Avenue, P.O. Box 2127 Spokane, Washington 99210-2127
Phone (509) 353-4204 Outside Spokane 1-800-788-4578

www.wtrust.com
December 17, 2020

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

RE: Irrevocable Standby Letter of Credit No. 25900
Quigley Recycled Water Company, LLC

Ladies and Gentlemen:

Attached is an amendment on the above referenced Letter of Credit. Please acknowledge your acceptance or refusal of this amendment by signing the acknowledgement below and return this letter to us in the envelope provided.

Thank you for your prompt response regarding this amendment.

Sincerely,

[Signature]

Perry Magers
Letters of Credit
Washington Trust Bank

ACKNOWLEDGEMENT:

We hereby acknowledge that we [✓] ACCEPT OR [ ] REFUSE the amendment on the above referenced Letter of Credit.

City of Hailey

[Signature]

BY: [Name] TITLE: [Title]

Washington Trust Bank 717 W Sprague Avenue, P.O. Box 2127 Spokane, Washington 99210-2127
Phone (509) 353-4204 Outside Spokane 1-800-788-4578

www.watrust.com
AMENDMENT #1 TO
IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 25900
DATE: DECEMBER 1, 2020
AMOUNT: $689,888.73

December 17, 2020

City of Hailey
Attn: City Clerk
115 Main Street, South Suite H
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1. Amending the expiration date:

   From: October 1, 2021 To: December 1, 2021

All other terms and conditions of Letter of Credit No. 25900 remain unchanged.

Sincerely,

[Signature]

Perry Magers
Letters of Credit
Washington Trust Bank

Washington Trust Bank 717 W Sprague Avenue, P.O. Box 2127 Spokane, Washington 99210-2127
Phone (509) 353-4204 Outside Spokane 1-800-788-4578
www.wastrust.com
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/2021    DEPARTMENT: Community Development    DEPT. HEAD SIGNATURE: LH

SUBJECT: Motion to approve the Final Plat Application and Resolution 2021-____, authorizing the mayor’s signature on the Security Agreement related to the Final Plat of Amatopia Subdivision

AUTHORITY: □ ID Code _____________ □ IAR ____________ □ City Ordinance/Code Title 16 (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: On December 7, 2020, the Hailey Planning and Zoning Commission recommended for approval the Hailey City Council a Preliminary Plat Application for Amatopia Subdivision, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. The Council approved the Preliminary Plat Application on January 25, 2021. The City Council will consider the Final Plat Application concurrently with the Security Agreement on November 8, 2021.

Pursuant 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 draft Security Agreement, a Security Agreement Summary and Cash Letter, which are attached.

Attachments include:
1. Staff Report regarding the Final Plat of Amatopia Subdivision
2. Resolution 2021-____, and Exhibit Security Agreement
3. Final Plat of Amatopia Subdivision
4. Sidewalk and Park in Lieu Estimates
5. Photos of project site
6. City Council Findings of Fact, Conclusions of Law and Decision (February 8, 2021)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # ___________________________
Budget Line Item # _____________    YTD Line-Item Balance $ _____________
Estimated Hours Spent to Date:    Estimated Completion Date:
Staff Contact: Lisa Horowitz    Phone #: 788-9815 #2013

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion #1:
“1 move to approve the Final Plat Application by Amatopia, LLC, represented by Galena Engineering, where Amatopia subdivision, Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E, 235 West Maple Street, is subdivided into five (5) lots, finding that the application meets all City Standards and Conditions (1) through (11) are met, and subject to approval of the Security Agreement for incomplete infrastructure”.

--323--
Motion #2:
“I move to approve Resolution 2021-____, authorizing the mayor’s signature on the Security Agreement related to the Final Plat of Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street).

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 # ______________________
To: Hailey City Council

From: Lisa Horowitz, Community Development Director

Overview: Consideration of Final Plat Application by Amatopia, LLC represented by Galena Engineering, wherein HAILEY FR SWSE SEC 9 & FR NWNE SEC 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. A private road, Parcel A, will service the proposed lots, and Parcels B and C will be dedicated as open space to benefit the subdivision. A portion of this parcel is located within the Townsite Overlay (TO) and all of this parcel is located within General Residential (GR) Zoning District.

Hearing: November 8, 2021

Applicant: Amatopia, LLC

Project: Amatopia Subdivision Final Plat (235 West Maple Street)

Size/Zoning: 1.395 acres, General Residential (GR)

Notice: Notice for the public hearing was published in the Idaho Mountain Express on October 6, 2021, and mailed to adjoining property owners on October 6, 2021.

Application: Amatopia, LLC, represented by Galena Engineering, is requesting Final Plat approval to subdivide the parcel into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. A private road, Parcel A, will service the proposed lots, and Parcels B and C will be dedicated as open space to benefit the subdivision.

The Council conducted a public hearing on this project on January 25, 2021. After deliberation and discussion, the Council voted to approve the Preliminary Plat, subject to conditions.

On October 7, 2021, the Applicant submitted the Final Plat Application, Draft Security Agreement and Summary, Contractor Estimates, two cost estimates for Sidewalk In-Lieu Fee, current land appraisal for the Park In-Lieu Fee, and Draft CC&Rs. With this submittal, the Applicant is requesting to bond for the required infrastructure, as they will not meet the one-year deadline to complete all required infrastructure outlined in Title 16: Subdivision Regulations, of the Hailey Municipal Code, and they are concerned that paving installed this late in the year will be damaged by the construction of the house that is underway.

Pursuant 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.

**Procedural History:** The Application was submitted on October 7, 2021 and certified complete on October 13, 2021. A public hearing will be held on November 8, 2021, in the Council Chambers of Hailey City Hall, and virtually via GoTo Meeting.

**CHAPTER 16.05.080: ISSUANCE OF PERMITS:**

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

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

A building permit has been issued for a single house. The street has been rough-graded, but the applicant team is concerned that if paving installed this late in the year it will be damaged by the construction of the house that is underway. The Fire Chief has voiced some concern as to whether the road meets the all-weather surface standards, and that water may pool. He will bring an update to the meeting.

**CHAPTER 16.03: PROCEDURE:**

16.03.030 Final Plat Approval:

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

The Final Plat has been prepared by a professional land surveyor and was submitted on October 7, 2021.

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 largely consistent with the approved preliminary plat. Staff notes the following minor modifications:
1. **Parcel B Size-** Parcel B was originally 1,186 sf in the approved preliminary plat. The final plat shows Parcel B at a slightly smaller 1,118 sf.

2. **Easements between Lots 1 & 2:** the preliminary plat originally showed a water easement without a specified beneficiary. That easement was to cover the water main loop which was redesigned so it looped into Arbor Heights to the south. The only infrastructure in that easement now is the private water service for the HOA parcel, so the HOA is the only party that requires access to the easement for maintenance on Lot 1. The applicant removed the access easement to benefit Lots 1 and 2 because it is not needed to access the lots.

3. **Parcel A labeled-** Parcel A includes the private road area all the way to the western property boundary.

4. **Road Curvature changes-** The applicant modified the road curvature mid-March, 2021. The changes were made to accommodate the city’s ordinance revisions that increased side setbacks in GR tied to building height. They attempted to keep the wiggle in the road, but because we extra width was needed in Lots 1 and 2, the angle at the southwest corner of Lot 2 became too tight, and the geometry needed to be modified. A sketch that was prepared during the re-design process showing the difference between the original curved road layout, and the new straight north-south road section (red) is included in this packet. You will notice that the new road, which has now been constructed, is both closer and farther from the western property boundary, so the applicant team felt that there would be minimal additional impact to existing landscaping. Also attached are photos taken the week of 11/01/2021 to show how much landscaping was retained. One picture shows how a transformer was set in a clump of aspens- the team’s goal was to retain as much landscaping as possible. This layout was included in the construction drawing submittal to the city on 3/19/21.

Any changes to Conditions of Approval related to the plat are shown in strike-underline; Conditions of Approval that have been met are shown in strike-through., with staff comments in italics.

**General Conditions:**

1. All Fire Department and Building Department requirements shall be met.
2. Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Hailey Municipal Code.
3. All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
4. The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat.
5. Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat.
6. Any Application Development Fees shall be paid prior to recordation Final Plat.
7. Prior to construction, the Applicant shall submit the following: *this has been submitted*
   i. A Site Alteration Permit
   ii. A Storm Water Pollution Prevention Plan (SWPPP)
   iii. An Erosion Control Plan
Streets and Right-of-Ways:

8. 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 submit a Street Signage Plan at final design. This has been submitted

ii. The Applicant shall submit a Traffic Control Plan and Construction Staging Plan at final design. This has been submitted

iii. Two cost estimates to determine the final amount of the River Street design in-lieu payment (sidewalk, bike path, street trees, curb and gutter) shall be provided. Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the in-lieu payment prior to City Council review of Final Plat. The two cost estimates have been submitted, and payment is pending and will be received prior to Monday nights hearing.

iv. Drywell and other construction details shall be provided at final design.

v. Plat Note No. 3 shall be modified to read, “Parcel A shall be dedicated as a private road parcel to be owned and maintained by the Homeowner’s Association. Parcel A shall be unbuildable except for vehicular access and public pedestrian access, and ingress/egress, and utilities.” -this has been partially modified on the plat, and final revision will be brought to the meeting.

vi. The Applicant shall provide two (2) additional guest parking spaces for each lot. 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. This will be reviewed for compliance upon submittal of individual Building Permits. This has been shown on the plat.

Water and Wastewater:

9. 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 installation of insulating material (blue board insulation or similar material) to the water service of proposed Lot 1.

ii. The construction of a looped water main system. Said system would prevent both the proposed dead end, as well as an existing dead end on the property to the south. The Applicant shall also contact the adjoining property owners and/or Homeowner’s Association (to the south) regarding such system and possible connection. The looped system is underway, and neighbors were consulted.
Parks and Open Space:

10. The Applicant shall have the parcel (1.4 acres) appraised as required by Section 16.04.110 of the Hailey Municipal Code, the in-lieu fees shall be paid prior to recordation of the Final Plat.

11. The Applicant shall submit a list of costs for park improvements, which includes, but is not limited to, acquisition, construction and all related costs. This shall be submitted for approval by the Parks and Lands Board prior to their meeting on December 16, 2020. This was submitted and has been reviewed.

Other:

12. The Applicant shall submit a Construction Management Plan depicting fencing and/or other protective material that preserves and protects the existing landscaping from damage during the construction process, as shown on the Planting Plan. This has been submitted.

13. Additional snow storage areas shall be designated and shall account for the existing vegetation within snow storage areas. This has been submitted.

14. The following shall be added as a plat note:

- The following turf landscape restrictions apply:
  1. For lots less than or equal to 8,500 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.
  2. 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.
  3. 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. This has been added to the plat.

15. The private road shall be constructed of an asphalt surface that is 18’ in width.

16. The maximum building height for Lot 4 and Lot 5 shall be limited to 32’ in height.

Department Comments:

Life/Safety: The current Preliminary Plat and Final Plat reflect all changes and revisions recommended and requested by the City Engineer. The Fire Chief has voiced some concern as to whether the road meets the all-weather surface meets City standards, and that water may pool. He will bring an update to the meeting.

Public Works (Streets): The current Preliminary Plat and Final Plat reflect all changes and revisions recommended and requested by Public Works. Note that the applicant has applied for DEQ approval, which is pending.
Standards of Evaluation:

CHAPTER 16.04: DEVELOPMENT STANDARDS:

Development Standards were reviewed in detail during the Preliminary Plat approval process. Please refer to the attached Lot Line Adjustment Findings of Fact, Conclusions of Law and Decision for further information. No changes have been made to the plat since Preliminary Plat approval.

CHAPTER 16.05: IMPROVEMENTS REQUIRED:

16.05.010 Minimum Improvements Required:

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

A. Plans Filed, Maintained:

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

Upon approval, six (6) copies of all plans will be filed with the City Engineer. All other requirements of this section will be enforced by the City Engineer or designee.

B. Preconstruction Meeting:

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

One Preconstruction Meetings was held on this project on April 5, 2021. 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 those parks shall be guaranteed and maintained by the Developer for a period of two years.

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

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.

No changes are anticipated to streets or lighting - no additional lighting is required in the area. The Applicant has prepared a Security Agreement and estimate for the installation of sidewalks, curb and gutter, landscaping, asphalt paving and excavation. Finished grades have been reviewed by the City Engineer.

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. Any street cuts in River Street, if needed, will be repaired as per this condition.

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 will be erected in the spring. This standard has been met.

C. Streetlights:

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

N/A, as streetlights in the General Residential (GR) Zoning District are not required improvements, and none are proposed by the Applicant.

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.

Portions of the sewer connections and infrastructure are in place, and have been inspected by Wastewater Department. Other portions are included in the Security Agreement and are shown as line items in that document, attached to this report.

**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.

Some water connections and infrastructure are in place. Other portions of the water system are included in the Security Agreement and are shown as line items in that document, attached to this report.

B. Townsite Overlay District; Insulation:

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

N/A, as this project is not located within the Townsite Overlay (TO) Zoning District.

**16.05.050 Drainage:**

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

Drainage infrastructure, such as drywells and catch basins, have been included in the security cost estimate.

**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 installation of dry utilities is incomplete.
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.
An in-lieu park fee was approved by the Council as part of the preliminary plat. That fee has been calculated at $56,106.64, per a recent appraisal of the property, per City Code. The fee includes land and improvement costs. That fee will be paid prior to recordation of the final plat.

16.05.080 Installation to Specifications; Inspections:
All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.
The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.

16.05.090 Completion; Inspections; Acceptance:
Installation of all infrastructure improvements must be completed by the Developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.
The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.

A. The Developer may, in lieu of actual construction, provide to the city security pursuant to subsection 16.03.030I of this title, for all infrastructure improvements to be completed by Developer after the Final Plat has been signed by City representatives.
The Developer intends to provide security for the improvements shown on the cost estimate attached to the security agreement, which consist largely of a water main, final asphalt paving and landscaping.

16.05.100 As Built Plans and Specifications:
Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of “as-built plans and specifications” certified by the Developer’s engineer shall be filed with the City Engineer.
The Developer is hereby advised that three (3) sets of “as-built plans and specifications” certified by the Developer’s Engineer, shall be filed with the City Engineer prior to acceptance by the City of Hailey.

Summary and Suggested Conditions: The Council shall review the proposed Final Plat Application and continue the public hearing, approve, conditionally approve, or deny the application.
Changes to the Preliminary Plat Conditions of Approval are shown below. Those Conditions that have been stricken have been met. The remaining Conditions of Approval are expected to be met and are placed on approval of this Application:

**General Conditions:**
1. All Fire Department and Building Department requirements shall be met.
2. Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Hailey Municipal Code.
3. All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
4. The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat.
5. Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat.
6. Any Application Development Fees shall be paid prior to recordation Final Plat.

   Prior to construction, the Applicant shall submit the following:
   i. A Site Alteration Permit
   ii. A Storm Water Pollution Prevention Plan (SWPPP)
   iii. An Erosion Control Plan

**Streets and Right-of-Ways:**
7. 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:
   - The Applicant shall submit a Street Signage Plan at final design.
   - The Applicant shall submit a Traffic Control Plan and Construction Staging Plan at final design.
   - Two cost estimates to determine the final amount of the River Street design in-lieu payment (sidewalk, bike path, street trees, curb and gutter) shall be provided. Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the in-lieu payment prior to City Council review of Final Plat.
   - Drywell and other construction details shall be provided at final design.
   - Plat Note No. 3 shall be modified to read, “Parcel A shall be dedicated as a private road parcel to be owned and maintained by the Homeowner’s Association. Parcel A shall be unbuildable except for vehicular access and public pedestrian access, and ingress/egress, and utilities”.
   - The Applicant shall provide two (2) additional guest parking spaces for each lot. 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 an combination thereof. This will be reviewed for compliance upon submittal of individual Building Permits.
Water and Wastewater:
8. 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:
   ii. The installation of insulating material (blue board insulation or similar material) to the water service of proposed Lot 1.
   iii. The construction of a looped water main system. Said system would prevent both the proposed dead end, as well as an existing dead end on the property to the south. The Applicant shall also contact the adjoining property owners and/or Homeowner’s Association (to the south) regarding such system and possible connection.

Parks and Open Space:
9. The Applicant shall have the parcel (1.4 acres) appraised as required by Section 16.04.110 of the Hailey Municipal Code, the in-lieu fees shall be paid prior to recordation of the Final Plat.

   The Applicant shall submit a list of costs for park improvements, which includes, but is not limited to, acquisition, construction and all related costs. This shall be submitted for approval by the Parks and Lands Board prior to their meeting on December 16, 2020.

Other:

   The Applicant shall submit a Construction Management Plan depicting fencing and/or other protective material that preserves and protects the existing landscaping from damage during the construction process, as shown on the Planting Plan.

   Additional snow storage areas shall be designated and shall account for the existing vegetation within snow storage areas.

   The following shall be added as a plat note:

   “The following turf landscape restrictions apply:
   For lots less than or equal to 8,500 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.
   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.
   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”.

10. The private road shall be constructed of an asphalt surface that is 18’ in width.
11. The maximum building height for Lot 4 and Lot 5 shall be limited to 32’ in height.

Motion Language:
Approval:
Motion #1:
“I move to approve the Final Plat Application for Amatopia Subdivision, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet, meets the standards of approval set forth in the Hailey Municipal Code, and has been approved by the Hailey City Council, subject to the following conditions, (1) through (11), as noted above.

Motion #2:
“I move to approve Resolution 2021-____, authorizing the mayor’s signature on the Security Agreement related to the Final Plat of Amatopia Subdivision.

Denial: Motion to deny the Final Plat Application for Amatopia subdivision 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].

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RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT RELATED TO
AMATOPIA SUBDIVISION FINAL PLAT

WHEREAS, the City of Hailey has approved the Final Plat for Amatopia, LLC (Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street)), on November 8, 2021, and

WHEREAS, the approval included the associated improvements to Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street), as well as within the public right-of-way, and

WHEREAS, this Resolution authorizes the mayor’s signature on the attached documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Security Agreement related to the Final Plat for Amatopia Subdivision by Amatopia, LLC.

Passed this ___ day of ____________, 2021

City of Hailey

______________________________
Martha Burke, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
SECURITY AGREEMENT
FOR AMATOPIA SUBDIVISION

THIS SECURITY AGREEMENT FOR AMATOPIA SUBDIVISION, FINAL PLAT is made and
entered on this 8th day of November, 2021 between the City of Hailey, Idaho, a municipal corporation,
(hereinafter referred to as "Hailey") and Amatopia, LLC, an Idaho limited liability company, c/o
Susan Scovell, whose mailing address is P.O. 5863, Ketchum, Idaho, 83340 (hereinafter referred to
as the "Applicant").

WHEREAS, the Applicant has made application for final subdivision plat approval of the
Amatopia Subdivision (hereinafter referred to as "Amatopia") after receiving preliminary plat
approval from Hailey thereof as set forth in the Hailey City Council Findings of Fact, Conclusions
of Law and Decision dated February 8, 2021, and incorporated herein by reference;

WHEREAS, the Applicant has requested final subdivision plat approval and recordation
prior to completion of construction of certain weather-related infrastructure and related
improvements as set forth on attached Exhibit A, (hereinafter collectively referred to as the
"Improvements") and as a condition thereof the Applicant is required by the Hailey City Council
to post security therefore consistent with the Hailey City Code §16.03.030.1; and,

NOW, THEREFORE, the Applicant and Hailey hereby covenant and agree as follows:

The Applicant, simultaneously with the execution of this Agreement, deposits with Hailey:

A cash deposit with Hailey (in the form of a certified check) in the total amount of
$250,387.65 (the "Security")

as security for complete performance and construction of the Improvements upon the following
terms and conditions:

SECURITY AGREEMENT
RE: AMATOPIA - page 1 of 5
1. The Security secures completion of the Improvements identified on Exhibit A. The Applicant shall complete construction of all Improvements on or before November 8, 2022, or the amount of the Security applicable to such Improvements which are not complete shall be due and payable to Hailey up to the full amount thereof and Hailey may draw upon such cash deposit as secures such incomplete Improvements as Hailey in its sole discretion determines necessary to complete the Improvements or any portion thereof.

2. The cash deposit shall be held solely in the name of the City of Hailey, Idaho as trustee/contingent beneficiary in a segregated interest-bearing account, with interest accruing to the benefit of Applicant, and shall be held by Hailey in lieu of the Owner filing or depositing a performance bond with Hailey. Hailey shall make monthly advances to Applicant from the Security during the course of Applicant's construction of improvements conditioned upon the satisfaction of the conditions set forth in this Agreement, including the following:

   Hailey shall receive a completed Advance requisition accompanied by the items set forth below by the 7th day of each calendar month:

   (a) a certificate of Applicant's project engineer breaking down the use of proceeds of the requested Advance specifying the Improvement costs and the applicable Improvement budget category to be paid with the proceeds of such Advance, and attaching such bills or invoices as requested by Hailey describing the items purchased or to be purchased and/or the services rendered or to be rendered,

   (b) a reconciliation of actual Improvement costs to the Improvement budget, which shall demonstrate that after giving effect to the proposed Advance, that the funds available to pay Improvement costs are sufficient to pay all costs to complete the Improvements, and

   (c) such other certifications or statements as Hailey shall reasonably request to confirm the information delivered pursuant to clauses (a) and (b) above.

3. In the event the Applicant fails or refuses to complete the Improvements or any portion thereof on or before the date as set forth in Paragraph Number 1 hereinabove, Hailey shall have the right, but not the obligation, to draw the funds from the cash deposit and apply the proceeds thereof to construction of the Improvements or any portion thereof. To the extent the funds are drawn upon from the Security, they must be used for the construction of the Improvements or returned to the Applicant.

4. In case of default by the Applicant, if the total cost of construction of the Improvements is less than the amount of the Security, Hailey agrees to return to the Applicant the unused portion of the Security funds. However, if the cost of installing or constructing the Improvements is greater than the amount of the Security, the Applicant agrees to reimburse and hold harmless Hailey for any and all additional costs and expenses incurred by Hailey associated with installing and constructing the Improvements.
5. In the event the Applicant completes construction of the Improvements secured by the Security on or before the dates set forth in Paragraph Number 1 herein above, Hailey shall release funds, including any and all interest accrued thereon, to the Applicant upon receiving written notice by the City Engineer that the Improvements have been installed according to applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the City Engineer. Also, the Applicant may apply for a partial release of the Security from Hailey as described in paragraph 2.

6. In addition to the foregoing, the Applicant is responsible for and shall pay any and all fees reasonably incurred by the City Engineer in providing services associated with the review of and/or inspections necessary to confirm completion of any or all of the Improvements required.

7. This Agreement is not a guarantee that any of the Improvements will be constructed nor does this Agreement obligate Hailey in any way to complete any of said Improvements. This Agreement is not intended nor shall it be construed as a third-party beneficiary contract or creating any third-party beneficiary rights.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

APPLICANT,

Amatopia, LLC, an Idaho Limited liability company

by ________________________________
Susan Scovill, Managing Member

THE CITY OF HAILEY, IDAHO

by ________________________________
Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk
STATE OF IDAHO   
   ) ss.  
County of Blaine   

On this ___ day of __________, 2021, before me, a Notary Public, in and for said County and State, personally appeared Susan Scovill, known or identified to me on the basis on satisfactory evidence, to be the managing member of Amatopia, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO  
Residing at:__________________________  
My commission expires: _______________  

STATE OF IDAHO   
   ) ss.  
County of Blaine   

On this ___ day of __________, 2021, before me, a Notary Public, in and for said County and State, personally appeared Martha Burke, known or identified to me on the basis on satisfactory evidence, to be the duly elected Mayor of the City of Hailey, Idaho, a municipal corporation, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO  
Residing at:__________________________  
My commission expires: _______________
EXHIBIT A

to Security Agreement Re: Amatopia Subdivision
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<td>Fire Hydrant</td>
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<td>$5,500.00</td>
<td>$5,500.00</td>
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<td>Water Main Connection</td>
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<tr>
<td>Concrete Collars (2 Valves, 2 Manholes, 1 Cleanout)</td>
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<td>5</td>
<td>$300.00</td>
<td>$1,500.00</td>
<td>0%</td>
<td>-</td>
<td>100%</td>
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<tr>
<td>Drywell</td>
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<td>$6,000.00</td>
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<tr>
<td>Catch Basin</td>
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<td>2</td>
<td>$2,200.00</td>
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<td>0%</td>
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<td>Storm Drain Line</td>
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<td>0%</td>
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<td>-</td>
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<tr>
<td>Asphalt Paving</td>
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<td>$30,445.10</td>
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<td>-</td>
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<td>Landscaping (Per C-U Next Storm Estimate)</td>
<td>LS</td>
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<td>$48,480.00</td>
<td>$48,480.00</td>
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<td>Irrigation (Per C-U Next Storm Estimate)</td>
<td>LS</td>
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<td>$60,000.00</td>
<td>$90,000.00</td>
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<td>Power, Gas, Communications</td>
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<td>$1,000.00</td>
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<td>-</td>
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**Construction Surveying and Engineering**

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<tr>
<th>Item</th>
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<td>Construction Staking</td>
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<td>$1,000.00</td>
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<td>Set Monuments</td>
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<td>-</td>
<td>100%</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**Totals**

|       |       |       |          |          |            | $383,905.10| $216,980.00| $166,925.10| $250,387.65 |

--343--
1. The purpose of this survey is to subdivide Tax Lot 7816 as shown and show the monuments found during the boundary retracement of Tax Lot 7816. The Boundary is based on found lot corner monuments and the Record of Survey for Dankanyin Property, Instrument Number 459901, records of Blaine County, Idaho. All found monuments have been accepted. The additional documents used in the course of this survey include: (All Records of Blaine County, Idaho)
- Lot 4A, Block 1, Southridge Subdivision, Instrument Number 446824
- Southridge Subdivision, Instrument Number 308976
- Carbonate View Subdivision, Instrument Number 665257
- Nottingham Subdivision: Block 1, Lot 2A, Instrument Number 492082
- Nottingham Subdivision, Instrument Number 309879
- Arbor Heights Subdivision, Instrument Number 489922
- All of Lot 1 & A Portion of Lot 2 Block 150 & A Portion of Vacated Maple Street, Instrument Number 402592
- Maple Subdivision - Amended, Instrument Number 431365
- A Replat of Lot 2 Maple Subdivision Amended, Instrument Number 458878
- Mountain Rim Townhomes, Instrument Number 504127
- Record of Survey showing the Dankanyin Property, Instrument Number 337862

2. A Lot Book Guarantee for Tax Lot 7816, has been issued by Sun Valley Title, authorized agent for Title Resources Guaranty Company, File Number 20381691, with a Commitment Date of September 1, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.

3. Parcel A shall be dedicated as a private road parcel to be owned and maintained by the Home Owner's Association. Parcel A shall be unbuildable except for vehicular access and public pedestrian access, ingress/egress, and utilities.

4. Parcels B and C shall be dedicated as open space to benefit this subdivision and Parcel B shall be dedicated as a public utility easement.

5. Snow storage easements shall be dedicated as shown hereon for snow removed from Parcel A.

6. Lots 1-5 are served by pressure sewer services. At the time of residential construction, owners shall be responsible for installing a grinder pump for sewage discharge with a backwater valve to prevent backflow into the grinder basin. Homeowners shall be responsible for maintaining the sewer service up to its connection point at River Street, including but not limited to grinder pump and backwater valve maintenance.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 29, Ch. 13, have been satisfied. Sanitary restrictions may be revised in accordance with Idaho Code Title 29, Ch. 13, Sec. 50-112B, by issuance of a Certificate of Occupancy.
# AMATOPIA SUBDIVISION
## Sidewalk In Lieu Fee Calculation

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Item Cost</th>
<th>Unit Cost</th>
<th>Item Cost</th>
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</thead>
<tbody>
<tr>
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<td>Asphalt- Parking Area</td>
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<td>18</td>
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<td>$810.00</td>
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<td>2</td>
<td>Concrete Curb and Gutter</td>
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<td>$380.00</td>
<td>$40.00</td>
<td>$760.00</td>
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<td>3</td>
<td>Pavers</td>
<td>sy</td>
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<td>$50.00</td>
<td>$250.00</td>
<td>$145.00</td>
<td>$725.00</td>
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<tr>
<td>4</td>
<td>Asphalt- Bike Path</td>
<td>sy</td>
<td>12</td>
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<td>$540.00</td>
<td>$30.00</td>
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<td>Concrete Sidewalk</td>
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<td>$81.00</td>
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<tr>
<td>6</td>
<td>2'(+) crushed aggregate subbase (6&quot; compacted depth)</td>
<td>cy</td>
<td>18</td>
<td>$60.00</td>
<td>$1,080.00</td>
<td>$70.00</td>
<td>$1,260.00</td>
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<tr>
<td>7</td>
<td>3/4'(+) crushed aggregate base (4&quot; compacted depth)</td>
<td>cy</td>
<td>12</td>
<td>$65.00</td>
<td>$780.00</td>
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**TOTAL** $6,270.00 $6,975.00

**AVERAGE SIDEWALK IN LIEU ESTIMATE** $6,622.50
# Amatopia Subdivision - Park In Lieu Fee

<table>
<thead>
<tr>
<th>#</th>
<th>Item &amp; Category Description</th>
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<th>Qty</th>
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<td>Land Acquisition (Based upon 10/4/21 Appraisal)</td>
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<tr>
<td>3</td>
<td>Site Work - Mass Grading</td>
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<td>4</td>
<td>Site Furnishings (1 Bench, 1 Trash Can)</td>
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<td>5</td>
<td>Plantings (3 trees, 3 shrubs)</td>
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<td>7</td>
<td>Seeding: Natural Grass</td>
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<td>Irrigation</td>
<td>LS</td>
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</table>

Park In Lieu Fee $56,106.64
AGENDA ITEM SUMMARY

DATE: 02/08/2021       DEPARTMENT: Community Development    DEPT. HEAD SIGNATURE: LH

SUBJECT: Consideration of Findings of Fact, Conclusions of Law and Decision of a Preliminary Plat Application for Amatopia Subdivision, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. This parcel is located within the General Residential (GR) Zoning District and within a portion of Townsite Overlay (TO) Zone District.

AUTHORITY: □ ID Code _______________ □ IAR _______________ □ City Ordinance/Code 5.20 (IFAPPLICABLE)

BACKGROUND: The Council conducted a public hearing on this project on January 25, 2021. After deliberation and discussion, the Council voted to approve the Preliminary Plat, subject to conditions. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # ____________________________

Budget Line Item # ________________________ YTD Line-Item Balance $ ________________________
Estimated Hours Spent to Date: ___________________________________________________________
Staff Contact: Lisa Horowitz
Phone # 788-9815 #13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Preliminary Plat of Amatopia Subdivision.

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

ACTION OF THE CITY COUNCIL: Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Preliminary Plat of Amatopia Subdivision.

Date _______________
City Clerk _____________________________

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

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FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On January 25, 2021, the Hailey City Council considered and approved a Preliminary Plat Application by Amatopia, LLC, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. This parcel is located within the General Residential (GR) Zoning District and within a portion of Townsite Overlay (TO) Zone District.

Notice: Notice for the public hearing was published in the Idaho Mountain Express on January 6, 2021 and mailed to property owners on January 6, 2021.

Background and Application: Consideration of a Preliminary Plat Application by Amatopia, LLC, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet.

This parcel is unique in that only one access point exists and additional access to the site is unachievable due to development of the surrounding parcels and topography of the site.

A private road, Parcel A, will service the proposed lots, and Parcels B and C will be dedicated as open space to benefit the subdivision. The Applicant Team is proposing to pay in-lieu fees for the sidewalk, street trees and bike path along the property frontage (River Street), as well as in-lieu fees for the required park/open space, as outlined in the Hailey Municipal Code.

The Commission supported the Applicant’s proposal to develop Parcel A as a private street with only one access to the subdivision (more than one access is unachievable). Although said street does not provide access to other abutting neighborhoods, properties and/or arterial streets, the proposed subdivision will appear to be fully integrated into adjacent neighborhoods.

Upon their review and based on public comment at the December 7, 2020 public hearing, the Planning and Zoning Commission recommended for approval to the City Council the Preliminary Plat Application for Amatopia Subdivision, which includes new and/or edits to the Conditions of Approval:

1. **Asphalt width of private road, Amatopia Way.** The street (Parcel A) is proposed to be a private street, 36' in width. The proposed roadway width from edge of asphalt to edge of asphalt is 12'-wide with 7'-wide shoulders, which totals a 26'-wide roadway. The Commission discussed the grade change from the entrance off of River Street to proposed Lot 1, specifically, the Commission shared concerns that the asphalt width of 12' would not be adequate to serve the proposed subdivision. The Commission suggested a proposed roadway width from edge of asphalt to edge of asphalt of 18' in width. These changes have been made and are reflected in the attached drawings.

2. **Snow storage and landscape areas.** The Commission discussed the concerns of snow storage within landscape areas, and subsequently, the potential damage to these areas caused by storing snow. The Commission suggested that the Applicant either relocate the proposed snow storage areas from existing landscaping areas or account for the existing vegetation within the proposed snow storage areas, as vegetation impacts the amount of snow that can be stored onsite, and snow storage areas may degrade existing landscaping areas over time. These changes have been made and are reflected in the attached drawings.
Additionally, to preserve and protect the existing landscaping throughout the construction process, the Commission suggested that the Applicant submit a Construction Management Plan that depicts fencing and/or other protective material around any and all existing landscaping proposed to be retained. This plan will be reviewed by the Administrator prior to construction.

3. **Maximum Building Height.** The proposed subdivision is tucked between developed properties and is zoned General Residential (GR). Within the GR Zoning District, the maximum building height allowed is 35’ in height. The developed subdivisions to the south and southwest are zoned Limited Residential (LR-1), and the maximum building height within this district is 30’ in height. The Commission discussed whether the maximum building height of the GR Zoning District would negatively impact, or tower over, the surrounding neighborhoods. To reduce these impacts, the Commission suggested that the Applicant reduce the maximum building height on proposed Lot 4 and proposed Lot 5 to 32’ in height. All other proposed lots (Lots 1-3) shall comply with regulations as outlined in the GR Zoning District, or have a maximum building height of 35’ in height.

At the January 25, 2021 public hearing, the Council discussed the potential negative impacts the maximum building height of the GR Zoning District, such as light and air restrictions, may have on the surrounding neighborhood. The Council chose not to make any additional Conditions of Approval and noted the proposal suitable infill development. The maximum building height restrictions noted above remain as is.

**Procedural History:** The project is to be known as Amatopia Subdivision and is located primarily in the General Residential (GR) Zoning District, with a portion of the parcel located in the Townsite Overlay (TO) Zoning District.

The Application was submitted on October 22, 2020 and certified complete on November 9, 2020. A public hearing before the Planning and Zoning Commission was held on December 7, 2020. A public hearing before the Hailey City Council was held on January 25, 2021, in the Council Chambers of Hailey City Hall, and virtually via GoTo Meeting.

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>17.06.050 Complete Application</td>
</tr>
<tr>
<td>☒</td>
<td>Department Comments</td>
</tr>
<tr>
<td>☒</td>
<td><strong>Engineering:</strong> 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.</td>
</tr>
<tr>
<td>☒</td>
<td><strong>Life/Safety:</strong> No comments</td>
</tr>
</tbody>
</table>
| ☒         | **Water and Wastewater:** The Water Division recommends that the following be resolved and/or completed prior to final design:  
  - The Applicant shall install insulating material (blue board insulation or similar material) to the water service of proposed Lot 1. This has been made a Condition of Approval. |
- The Applicant shall consider construction of a looped water main system. Said system would prevent both the proposed dead end, as well as an existing dead end on the property to the south (see conceptual water main alignment, in red, in image below). The Applicant shall also contact the adjoining property owners and/or Homeowner’s Association (to the south) regarding such system and possible connection.

The Applicant has agreed to construct a looped water system. The drawings have been updated to reflect these changes, and will be reviewed for compliance by the Public Works Department at final design.

The Applicant plans to install a single grinder pump for each residence. The Wastewater Division recommends the following:

- Backflow prevention will be needed
- Cleanouts will be needed
- Freeze protection will be needed under roadway
- Gravity drop into mainline (prefer greatest height difference reasonable)
- Sewer main on river is concrete asbestos (replace section with PVC for multiple connections)
- City will only maintain at the connection on River Street
- Final approval is subject to final design details

Building: No comments

Streets: The Streets Division recommends that the following be resolved and/or completed prior to final design:

- Submit a Street Signage Plan (per MUTCD Standards)
- Submit a Traffic Control and Construction Staging Plan
- Drywell (and IDWR Inventory Forms) and other construction details shall be provided a final design

The recommendations above have been made Conditions of Approval.
City Arborist: The Parks and Lands Board met and discussed the project on January 20, 2021. Based on the park in-lieu fees proposed (approximately $40,900), the Board unanimously agreed to recommend to the Hailey City Council acceptance of the in-lieu fees for Amatopia Subdivision, and by considering the follow of where funds may be allocated:

1. Skate Park Lighting
2. Correcting the parking area at Deerfield Park, or
3. Purchasing portable lighting

The Council found the recommendation by the Parks and Lands Board appropriate and suggested no changes to the park in-lieu fees as proposed.

<table>
<thead>
<tr>
<th>Development Standards</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.04.020</td>
<td>Please refer to the specific standards as noted herein.</td>
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</tbody>
</table>

### 16.04.020: Streets:

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Street: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.</td>
</tr>
<tr>
<td>No</td>
<td>A. Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.</td>
</tr>
<tr>
<td>N/A</td>
<td>The project will connect to River Street. Additional connectivity to the site is not possible, as the only access to a public street is off of River Street. The parcel is surrounded by existing single-family and multifamily dwellings.</td>
</tr>
<tr>
<td></td>
<td>The proposed street (Parcel A) is proposed to be a private street, 26’ in width, and made of an all-weather surface. The proposed roadway width from edge of asphalt to edge of asphalt is 12’-wide (asphalt) with 7’-wide shoulders (all-weather surface), which totals a 26’-wide roadway. The Commission discussed the grade change from the entrance off of River Street to proposed Lot 1, specifically, the Commission shared concerns that the asphalt width of 12’ would not be adequate to serve the proposed subdivision. The Commission requested that the road width increase from 12’-wide to 18’-wide, and be paved asphalt. The total roadway, made of an all-weather surface, will be 26’-wide (18’-wide asphalt road and 4’-wide shoulders). This has been made a Condition of Approval and the drawings have been updated to reflect this change.</td>
</tr>
<tr>
<td></td>
<td>The Council found that this standard has been met.</td>
</tr>
</tbody>
</table>

| No        | B. Cul-De-Sacs: Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and |
| N/A       | |
| Staff Comments | A cul-de-sac is proposed, as additional connectivity to the site is not possible due to the surrounding development and topography.  

*The Council found that this standard has been met.* |
| C. | Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.  

*Staff Comments* N/A. Due to the surrounding development and topography, additional connectivity and/or access are not possible.  

*The Council found that this standard has been met.* |
| D. | Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.  

*Staff Comments* It appears that the proposed street, Parcel A, intersects with River Street at an 85-degree angle. Per the Applicant, this degree is proposed to retain as much vegetation along the southern property boundary as possible. The Public Works Department will review this again at final design, but initially, has no concerns with the Applicant's proposal at this time.  

*The Council found the Applicant's request appropriate, and that this standard has been met.* |
| E. | Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.  

*Staff Comments* The street (Parcel A) within the subdivision is proposed as a private street. In some locations, radii proposed for the private street are larger than 500', less in other locations.  

Deflections and curve radii will be further analyzed by the City Engineer at final design. The Applicant is requesting that, Pursuant Section 16.05.010: Minimum Improvements Required, the City Engineer and City Council will allow for larger radii to act similar to that of straight streets with slight curvature. |
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>F.</td>
<td>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.</td>
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<tr>
<td>Staff Comments</td>
<td>The private street, Parcel A, proposed is 36’ in width, which is consistent with Title 18.</td>
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<td>G.</td>
<td>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.</td>
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<td>Staff Comments</td>
<td>The proposed street (Parcel A) is proposed to be a private street, 26’ in width, and made of an all-weather surface. The proposed roadway width from edge of asphalt to edge of asphalt is 12’-wide (asphalt) with 7’-wide shoulders (all-weather surface), which totals a 26’-wide roadway. The Commission discussed the grade change from the entrance off of River Street to proposed Lot 1, specifically, the Commission shared concerns that the asphalt width of 12’ would not be adequate to serve the proposed subdivision. The Commission requested that the road width increase from 12’-wide to 18’-wide, and be paved asphalt. The total roadway, made of an all-weather surface, will be 26’-wide (18’-wide asphalt road and 4’-wide shoulders). This has been made a Condition of Approval and the drawings have been updated to reflect this change.</td>
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<td>H.</td>
<td>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.</td>
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<tr>
<td>Staff Comments</td>
<td>The private road, Parcel A, is proposed to have a grade of seven (7) percent for approximately 60’. No additional excess grade is proposed.</td>
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<td>I.</td>
<td>Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA’s &quot;NPDES General Permit for Storm water Discharge from Construction Activity&quot; for all construction activity affecting more than one acre.</td>
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<tr>
<td>Staff Comments</td>
<td>Drywells are proposed along all public streets and appear to be spaced adequately to accommodate runoff. The Applicant will also complete an EPA NPDES General Permit for Stormwater Discharge from Construction Activity prior to the commencement of construction.</td>
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<td>L. 4.</td>
<td>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.</td>
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<td>L. 5.</td>
<td>Staff Comments: The proposed private street will serve five (5) dwelling units. The proposed street name, Amatopia Way, has been approved by City Staff and by Blaine County. The proposed subdivision name has also been approved by the Blaine County Assessor. The Council found that this standard has been met. Private streets shall have adequate and unencumbered 10-foot-wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas. Staff Comments: It appears that the private street has adequate and unencumbered snow storage areas, which represents no less than 25% of the improved area of the private street. That said, the Commission discussed the need to either relocate the proposed snow storage areas from existing landscaping areas or account for the existing vegetation within the proposed snow storage areas, as vegetation impacts the amount of snow that can be stored onsite, and snow storage areas may degrade existing landscaping areas over time. This has been made a Condition of Approval and the drawings have been updated to reflect these changes. As shown in the revised drawings, the Applicant has increased the snow storage areas onsite by fifty percent (50%) to accommodate for the proposed landscaping. The Council found that this standard has been met.</td>
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<td>L. 6.</td>
<td>Staff Comments: 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. The subdivision is proposing a 26'-wide private street (Parcel A), to be known as Amatopia Way. The Applicant shall provide two (2) additional guest parking spaces for each lot. 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. This will be reviewed for compliance upon submittal of Individual Building Permits. This has been made a Condition of Approval. The Council found that this standard has been met.</td>
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<td>M.</td>
<td>Driveways:</td>
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<td>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.</td>
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**Staff Comments**

At this time, the Applicant is proposing that each dwelling unit have one (1) driveway access. No shared driveways are proposed. Driveways will meet City Standards and further details will be provided at the time of Building Permit submittal.

The Council found that this standard has been met.

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<th>M. 2.</th>
<th>Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:</th>
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<td>a) Accessing one residential unit: twelve feet (12')</td>
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<td>b) Accessing two residential units: sixteen feet (16')</td>
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<td>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.</td>
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</table>

**Staff Comments**

No driveway materials are proposed at this time, but shall conform to this standard.

The Council found that this standard has been met.

| M. 3. | Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department. |

**Staff Comments**

It appears that no driveway exceeds 150' in length. More details are needed with regard to proposed driveways. Please refer to Section 16.04.020(M) for further details.

The Council found that this standard has been met.

| M. 4. | Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note. |

**Staff Comments**

At this time, the Applicant is proposing that each dwelling unit have one (1) driveway access. No shared driveways are proposed. Driveways will meet City Standards and further details will be provided at the time of Building Permit submittal.

The Council found that this standard has been met.

| 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**

Please refer to Section 16.04.020(M) for further details. The Council found that this standard has been met.

| 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: Driveways will not impact existing infrastructure and appear compatible with existing and planned residential units. Please refer to Section 16.04.020(M) for further details.

The Council found that this standard has been met.

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 proposed private street, Parcel A, is 26' in width and complies with the IFC Requirements for fire access to interior lots. No parking access lanes are proposed.

The Council found that this standard has been met.

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: The proposed street (Parcel A) is proposed to be a private street, 26' in width, and made of an all-weather surface, and complies with the IFC Requirements for fire access to interior lots. The proposed roadway width from edge of asphalt to edge of asphalt is 12'-wide (asphalt) with 7'-wide shoulders (all-weather surface), which totals a 26'-wide roadway. The Commission discussed the grade change from the entrance off of River Street to proposed Lot 1, specifically, the Commission shared concerns that the asphalt width of 12' would not be adequate to serve the proposed subdivision. The Commission requested that the road width increase from 12'-wide to 18'-wide, and be paved asphalt. The total roadway, made of an all-weather surface, will be 26'-wide (18'-wide asphalt road and 4'-wide shoulders). This has been made a Condition of Approval and the drawings have been updated to reflect this change.

The Council found that this standard has been met.

16.04.030: Sidewalks and Drainage Improvements

<table>
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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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| Yes | 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: The Applicant is requesting to pay an in-lieu fee for the required sidewalks along the property frontage (River Street).

The Commission found that any sidewalk in-lieu fees be applied toward the River Street design, which includes the construction or installation of sidewalks, bike path, street trees, and curb and gutter. Two cost estimates to determine the final amount of the River Street design in-lieu payment (sidewalk, bike path, street trees, and curb and gutter) shall be provided. Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the in-lieu payment prior to City Council review of Final Plat. This has been made a Condition of Approval.

The Council found that this standard has been met.
<table>
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<tr>
<th>B.</th>
<th>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.</th>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>Please refer to Section 16.04.030(A) for further details. The Council found that this standard has been met.</td>
</tr>
<tr>
<td>C.</td>
<td>New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.</td>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>Please refer to Section 16.04.030(A) for further details. The Council found that this standard has been met.</td>
</tr>
<tr>
<td>D.</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Staff Comments</strong></td>
<td>N/A. Please refer to Section 16.04.030(A) for further details and/or comments noted by City Staff. The Council found that this standard has been met.</td>
</tr>
<tr>
<td>E.</td>
<td>The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.</td>
</tr>
<tr>
<td><strong>Staff Comments</strong></td>
<td>N/A. The Council found that this standard has been met.</td>
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**16.04.040: Alleys and Easements**

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<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<td>Yes</td>
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<td>City Code</td>
<td>City Standards and Staff Comments</td>
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<tr>
<td>A.</td>
<td>Alleys:</td>
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<tr>
<td>A. 1.</td>
<td>Alleys shall be provided in all Business District and Limited Business District developments where feasible.</td>
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<td><strong>Staff Comments</strong></td>
<td>N/A, as no alleys are proposed. The Council found that this standard has been met.</td>
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<tr>
<td>A. 2.</td>
<td>The minimum width of an alley shall be twenty-six (26&quot;) feet.</td>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>N/A, as no alleys are proposed. The Council found that this standard has been met.</td>
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<tr>
<td>A. 3.</td>
<td>All alleys shall be dedicated to the public or provide for public access.</td>
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<td><strong>Staff Comments</strong></td>
<td>N/A, as no alleys are proposed. The Council found that this standard has been met.</td>
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<td>A. 4.</td>
<td>All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.</td>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>N/A, as no alleys are proposed. The Council found that this standard has been met.</td>
</tr>
<tr>
<td>A. 5.</td>
<td>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.</td>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>N/A, as no alleys are proposed. The Council found that this standard has been met.</td>
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<td>A. 6.</td>
<td>Dead-end alleys shall not be allowed.</td>
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<td><strong>Staff Comments</strong></td>
<td>N/A, as no alleys are proposed. The Council found that this standard has been met.</td>
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The Commission found that this standard has been met. That said, the Commission discussed the need to either relocate the proposed snow storage areas from existing landscaping areas or account for the existing vegetation within the proposed snow storage areas, as vegetation impacts the amount of snow that can be stored onsite, and snow storage areas may degrade existing landscaping areas over time. This has been made a Condition of Approval and the drawings have been updated to reflect these changes. As shown in the revised drawings, the Applicant has increased the snow storage areas onsite by fifty percent (50%) to accommodate for the proposed landscaping.

The revised site plan proposes approximately 15,520 square feet of hardscape (private road, parking and pedestrian areas). 25% of this (3,880 square feet) is required for snow storage. 4,370 square feet of snow storage is shown – 3,070 square feet of snow storage is unencumbered by landscaping and 1,300 square feet is encumbered by landscaping.

The Council found that this standard has been met.

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<th>16.04.050: Blocks</th>
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<th>16.04.060: Lots</th>
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Amatopia Subdivision Preliminary Plat
Tax Lot 7816, Section 9 & 16, T2N, R 18E (235 West Maple Street)
Hailey City Council
Findings of Fact – February 8, 2021
Page | 14

whether the maximum building height of the GR Zoning District would negatively impact, or tower over, the surrounding neighborhoods. To reduce these impacts, the Commission found the maximum building height on proposed Lot 4 and proposed Lot 5 to be 32' in height. This has been made a Condition of Approval.

*The Council discussed the potential negative impacts the maximum building height of the GR Zoning District, such as light and air restrictions, may have on the surrounding neighborhood. The Council chose not to make any additional Conditions of Approval; however, maximum building height restrictions noted above remain as is.*

*The Council found that this standard has been met.*

|   |   |   | B. Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot-wide parcel provided must be landscaped to provide a buffer between the street and the lot(s). |
|---|---|---|
|   |   | N/A, as no double frontage lots are proposed. The Council found that this standard has been met. |

|   |   |   | C. No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as “parcels” on the plat. Green Space shall be clearly designated as such on the plat. |
|   |   |   | Open space is delineated (Parcels B and C); no unbuildable lots are proposed. The Council found that this standard has been met. |

|   |   |   | D. A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way. |
|   |   |   | N/A, as no flag lots are proposed. The Council found that this standard has been met. |

|   |   |   | E. All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Section 16.04.020 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street. |
|   |   |   | It appears that all proposed lots have adequate street frontage off of the proposed private street, Amatopia Way. All proposed lots have lot widths greater than 50'. |

|   |   |   | F. In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e., lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures. |
### Staff Comments

| Staff Comments | N/A, as only a small portion (private street) is located within the Townsite Overlay (TO) Zone District. The Council found that this standard has been met. |

### 16.04.070: Orderly Development

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4) Dedication or provision of parks or green space. The Applicant is requesting to pay in-lieu fees for parks and/or green space. Please refer to Section 16.04.110 for further details.

5) Provision of public service facilities. All public utilities and services proposed will be developed as part of the subdivision.

6) Construction of flood control canals or devices. The construction and/or incorporation of roads, swales and drywells are anticipated to improve flooding conditions onsite. Adjacent properties (to the north, south, east and west) have all been developed.

7) Provisions for ongoing maintenance. A Homeowner’s Association (as outlined in the draft CC & Rs) will be established to address ongoing maintenance of Amatopia Subdivision.

The Council found that this standard has been met.

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:

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.

The commission and council may require that any or all contiguous parcels be included in the subdivision.

Staff Comments: N/A, as no contiguous parcel is owned by the Applicant. The Council found that this standard has been met.

16.04.080: Perimeter Walls, Gates and Berms

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
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<td>☑</td>
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</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as it appears no perimeter walls, gates or landscape berms are proposed. The Council found that this standard has been met.</td>
</tr>
</tbody>
</table>

16.04.090: Cuts, Fills, Grading and Drainage

<table>
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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
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</table>
as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.

**Staff Comments**
The site is unique in topography. No floodplain exists and the parcel is currently vacant.

*Per the Applicant, the proposed grading is designed to provide adequate vehicular and emergency vehicle access while minimizing the impact to the existing topography.*

The Council found that this standard has been met.

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<th>A. 1.</th>
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<td></td>
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<td>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.</td>
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</tbody>
</table>

**Staff Comments**
At this time, the City Engineer has not required that a Soils Report be prepared and/or submitted.

The Council found that this standard has been met.

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<th>A. 2.</th>
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<td></td>
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<td></td>
<td>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:</td>
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<tr>
<td></td>
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<td>a) Proposed contours at a maximum of two (2) foot contour intervals;</td>
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<td>b) Cut and fill banks in pad elevations;</td>
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<td>c) Drainage patterns;</td>
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<td>d) Areas where trees and/or natural vegetation will be preserved;</td>
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<td></td>
<td>e) Location of all street and utility improvements including driveways to building envelopes; and</td>
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<td>f) Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.</td>
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</tbody>
</table>

**Staff Comments**
Preliminary grading, drainage, landscaping, street and utility improvements have been shown on the Civil Plans and/or Landscaping Plans. City Staff has conducted an initial review and any comments and/or concerns are noted herein.

The Council found that this standard has been met.

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<td>Design Standards: The proposed subdivision shall conform to the following design standards:</td>
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<th>B. 1.</th>
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<td></td>
<td></td>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

**Staff Comments**
The proposed road grading has been designed for minimal cuts and fills. Any and all excess material removed for the road base will be disposed of onsite where possible.

The Council found that this standard has been met.

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<th>B. 2.</th>
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<tbody>
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<td></td>
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<td></td>
<td>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.</td>
</tr>
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</table>

**Staff Comments**
N/A, as none exist onsite.

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<th>B. 3.</th>
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<tbody>
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<td></td>
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<td>Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>Erosion control and re-vegetation shall be included in final design.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Council found that this standard has been met.</td>
<td></td>
</tr>
</tbody>
</table>

B. 4. Where cuts, fills or other excavation are necessary, the following development
standards shall apply:

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.

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>Proposed grading appears to meet standards; further review shall take place during final design.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Council found that this standard has been met.</td>
<td></td>
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</tbody>
</table>

B. 5. The developer shall provide storm sewers and/or drainage areas of adequate size
and number to contain the runoff upon the property in conformance with the
applicable Federal, State and local regulations. The developer shall provide copies
of state permits for shallow injection wells (drywells). Drainage plans shall be
reviewed by planning staff and shall meet the approval of the City engineer.
Developer shall provide a copy of EPA’s “NPDES General Permit for Storm-water
Discharge from Construction Activity” for all construction activity affecting more
than one acre.

| Staff Comments | A Storm Water Pollution Prevention Plan (SWPPP) will be necessary for any
                      disturbances greater than one (1) acre and shall be provided at final design.
                      Additionally, the Applicant will complete all applicable EPA permitting prior to
                      construction. |
<table>
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<tbody>
<tr>
<td>The Council found that this standard has been met.</td>
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</table>

### 16.04.100: Overlay Districts

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>City Code</td>
<td>City Standards and Staff Comments</td>
</tr>
<tr>
<td>A.</td>
<td>Flood Hazard Overlay District:</td>
</tr>
<tr>
<td>A. 1.</td>
<td>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.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as the proposed subdivision is not located within the Flood Hazard Overlay District. The Council found that this standard has been met.</td>
</tr>
</tbody>
</table>
### Amatopia Subdivision Preliminary Plat

**Tax Lot 7816, Section 9 & 16, T2N, R 18E (235 West Maple Street)**

**Hailey City Council**

**Findings of Fact – February 8, 2021**

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<table>
<thead>
<tr>
<th>☑</th>
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<th>☑</th>
<th>A. 2.</th>
<th>Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>N/A, as the proposed subdivision is not located within the Flood Hazard Overlay District. The Council found that this standard has been met.</td>
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<th>☑</th>
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<th>A. 3.</th>
<th>Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>N/A, as the proposed subdivision is not located adjacent to the Big Wood River or its tributaries. The Council found that this standard has been met.</td>
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<th>☑</th>
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<th>☑</th>
<th>B.</th>
<th>Hillside Overlay District:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. 1.</td>
<td>Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.</td>
<td></td>
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</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as the proposed subdivision is not located within the Hillside Overlay District. The Council found that this standard has been met.</td>
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<tr>
<th>☑</th>
<th>☐</th>
<th>☑</th>
<th>B. 2.</th>
<th>Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>N/A, as the proposed subdivision is not located within the Hillside Overlay District. The Council found that this standard has been met.</td>
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<th>☑</th>
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<th>B. 3.</th>
<th>All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>The Applicant shall obtain a Site Alteration Permit prior to any development occurring. This has been made a Condition of Approval. The Council found that this standard has been met.</td>
<td></td>
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</table>

### 16.04.110: Parks, Pathways and Other Green Spaces

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>☑</td>
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<tr>
<td>Staff Comments</td>
<td>The Applicant is proposing to pay in-lieu fees for the required park and/or open space. City Staff and the Commission are supportive of the Applicant’s proposal to pay in-lieu fees. That said, the Commission would like to see any and all in-lieu fees be apportioned to an area or park near the proposed subdivision.</td>
</tr>
</tbody>
</table>

The Parks and Lands Board met and discussed the project on January 20, 2021. Based on the park in-lieu fees proposed (approximately $40,900), the Board unanimously agreed to recommend to the Hailey City Council acceptance of the in-lieu fees for Amatopia Subdivision, and by considering the follow of where funds may be allocated:

1. Skate Park Lighting
2. Correcting the parking area at Deerfield Park, or
3. Purchasing portable lighting

The Council found the recommendation by the Parks and Lands Board appropriate and suggested no changes to the park in-lieu fees as proposed.

<table>
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<th>☑</th>
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<th>A. 1.</th>
<th>Parks:</th>
</tr>
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<tbody>
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<td>☑</td>
<td>☐</td>
<td>☑</td>
<td>A. 1. a.</td>
<td>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</td>
</tr>
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</table>
vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:

\[ P = x \times 0.0277 \]

"P" is the Parks contribution in acres

"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.

<table>
<thead>
<tr>
<th>Staff Comments</th>
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<tr>
<td>Mathematical calculations of this formula for the submitted plat result in the following requirements:</td>
</tr>
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</table>

**Project Buildout with Number of Units:**
Project Buildout: \[ 5 \times 0.0277 = 0.138 \text{ acres (6,011 square feet)} \]

The Applicant is proposing to pay in-lieu fees for the required park space. The Commission was supportive of the Applicant’s proposal to pay in-lieu fees. That said, the Commission would like to see any and all in-lieu fees be apportioned to an area or park near the proposed subdivision.

The Parks and Lands Board met and discussed the project on January 20, 2021. Based on the park in-lieu fees proposed (approximately $40,900), the Board unanimously agreed to recommend to the Hailey City Council acceptance of the in-lieu fees for Amatopia Subdivision, and by considering the follow of where funds may be allocated:

1. Skate Park Lighting
2. Correcting the parking area at Deerfield Park, or
3. Purchasing portable lighting

The Council found the recommendation by the Parks and Lands Board appropriate and suggested no changes to the park in-lieu fees as proposed.

Additionally, the Applicant is proposing to retain several patches of existing trees, as shown on the Planting Plan, as well as incorporate a variety of new trees throughout the subdivision. The proposed trees are as follows (see image below):

- Seven (7) Autumn Blaze Maple Trees
- Three (3) Douglas Fir Trees at 12” caliper
- Three (3) Spruce Trees at 16’
- Five (5) Subalpine Fir Trees between 8” and 12” caliper
- Four (4) Spruce Trees at 14’
The Commission further discussed the need to either relocate the proposed snow storage areas from existing landscaping areas or account for the existing vegetation within the proposed snow storage areas, as vegetation impacts the amount of snow that can be stored onsite, and snow storage areas may degrade existing landscaping areas over time. This has been made a Condition of Approval and the drawings have been updated to reflect these changes. As shown in the revised drawings, the Applicant has increased the snow storage areas onsite by fifty percent (50%) to accommodate for the proposed landscaping.

Additionally, to preserve and protect the existing landscaping throughout the construction process, the Commission found that the submittal of a Construction Management Plan that depicts fencing and/or other protective material around any and all existing landscaping proposed to be retained to be appropriate.

The Council found that this standard has been met.

<table>
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<tr>
<th>A.1.b</th>
<th>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.</th>
</tr>
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<tbody>
<tr>
<td>Staff Comments</td>
<td>N/A, as the subdivision is located within the General Residential (GR) Zone District. The Council found that this standard has been met.</td>
</tr>
<tr>
<td>A.2.</td>
<td>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.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as no paths are located on the property to be subdivided or on City property adjacent to the proposed project. The Council found that this standard has been met.</td>
</tr>
</tbody>
</table>
B. Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:
   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) 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),
   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.
   d) Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.

Staff Comments

|   |   |   | N/A. The Council found that this standard has been met. |

C. Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.

Staff Comments

|   |   |   | The Parks and Lands Board met and discussed the project on January 20, 2021. Based on the park in-lieu fees proposed (approximately $40,900), the Board unanimously agreed to recommend to the Hailey City Council acceptance of the in-lieu fees for Amatopia Subdivision, and by considering the follow of where funds may be allocated: 1. Skate Park Lighting 2. Correcting the parking area at Deerfield Park, or 3. Purchasing portable lighting The Council found the recommendation by the Parks and Lands Board appropriate and suggested no changes to the park in-lieu fees as proposed. |

D. Minimum Requirements:

|   |   |   | 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. The Applicant is proposing Parcel C as private green space to benefit the subdivision. The parcel will be maintained by the Homeowners Association, which will be drafted in the CC & Rs. The Council found that this standard has been met. |

|   |   |   | 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 |
| Staff Comments |  
|---|---|
| N/A, as no neighborhood park is proposed as this time. That said, the Applicant is proposing to pay in-lieu fees for the park/open space. The Council found that this standard has been met. |  
| 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. |  
| N/A, as no mini park is proposed at this time. The Council found that this standard has been met. |  
| 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. |  
| N/A, as no park/cultural space is proposed at this time. The Council found that this standard has been met. |  
| 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. |  
| N/A, as no pathways are proposed at this time. The Council found that this standard has been met. |  
| E. | Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |  
| E. 1. | Shall meet the minimum applicable requirements required by Subsection D of this section. | Please refer to Section 16.040.110 for further details. The Council found that this standard has been met. |  
| E. 2. | Shall provide safe and convenient access, including ADA standards. | Please refer to Section 16.040.110 for further details. The Council found that this standard has been met. |  
| 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 |  

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|   |   | privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development. |
|   |   | **Staff Comments** No gates or restricted access are proposed. Parcels B and C are proposed as open space to benefit the subdivision. |
|   |   | The Council found that this standard has been met. |
|   |   | **E. 4.** Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision. |
|   |   | **Staff Comments** N/A, as the Applicant is requesting to pay in-lieu fees to satisfy the requirement for a park/open space. The Council found that this standard has been met. |
|   |   | **E. 5.** Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses. |
|   |   | **Staff Comments** N/A, as the Applicant is requesting to pay in-lieu fees to satisfy the requirement for a park/open space. The Council found that this standard has been met. |
|   |   | **E. 6.** Shall require low maintenance or provide for maintenance or maintenance endowment. |
|   |   | **Staff Comments** N/A, as the Applicant is requesting to pay in-lieu fees to satisfy the requirement for a park/open space. The Council found that this standard has been met. |
|   |   | **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): |
|   |   | **F. 1.** Shall meet the minimum applicable requirements required by Subsection D of this section. |
|   |   | **Staff Comments** N/A, as no pathways are proposed and the Applicant is requesting to pay in-lieu fees for sidewalks along the property frontage (River Street). |
|   |   | **F. 2.** Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets. |
|   |   | **Staff Comments** N/A, as no pathways are proposed and the Applicant is requesting to pay in-lieu fees for sidewalks along the property frontage (River Street). The Council found that this standard has been met. |
|   |   | **G.** Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |
|   |   | **G. 1.** Shall meet the minimum applicable requirements required by subsection D of this section. |
|   |   | **Staff Comments** Please refer to Section 16.04.110 for further details. The Council found that this standard has been met. |
|   |   | **G. 2.** Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space). |
|   |   | **Staff Comments** N/A. Please refer to Section 16.04.110 for further details. The Council found that this standard has been met. |
G. 3. The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.

Staff Comments
N/A, as minimal private green space is proposed (Parcels B and C only). These parcels will be developed to benefit the subdivision.

The Council found that this standard has been met.

G. 4. The private ownership and maintenance of green space shall be adequately provided for by written agreement.

Staff Comments
Draft C.C. & Rs have been submitted and are under review. Maintenance shall be managed and funded by the Subdivision’s HOA, if private space is proposed.

The Council found that this standard has been met.

H. In-Lieu Contributions:

H. 1. After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.

Staff Comments
The Applicant is proposing to pay in-lieu fees for the required park and/or open space. The Commission was supportive of the Applicant’s proposal to pay in-lieu fees. That said, the Commission would like to see any and all in-lieu fees be apportioned to an area or park near the proposed subdivision.

The Parks and Lands Board met and discussed the project on January 20, 2021. Based on the park in-lieu fees proposed (approximately $40,900), the Board unanimously agreed to recommend to the Hailey City Council acceptance of the in-lieu fees for Amatopia Subdivision, and by considering the follow of where funds may be allocated:
1. Skate Park Lighting
2. Correcting the parking area at Deerfield Park, or
3. Purchasing portable lighting

The Council found the recommendation by the Parks and Lands Board appropriate and suggested no changes to the park in-lieu fees as proposed.

H. 2. The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., $/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in subsections E4 and E5 of this section. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.

Staff Comments
The location identified to be appraised is the subject project for the proposed subdivision, comprising of proposed Lots 1 – 5, Block, Amatopia Subdivision (Tax Lot 7816, Section 9 & 16, T2N, R 18E). The Applicant shall have the parcel (1.4 acres) appraised. In-lieu fees will be assessed based on appraisal. This has been made a Condition of Approval.

The Council found that this standard has been met.

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.

**Staff Comments**
The Applicant submitted a list of costs for park improvements, which includes, but is not limited to, acquisition, construction and all related costs.

The Parks and Lands Board met and discussed the project on January 20, 2021. Based on the park in-lieu fees proposed (approximately $40,900), the Board unanimously agreed to recommend to the Hailey City Council acceptance of the in-lieu fees for Amatopia Subdivision, and by considering the follow of where funds may be allocated:
1. Skate Park Lighting
2. Correcting the parking area at Deerfield Park, or
3. Purchasing portable lighting

The Council found the recommendation by the Parks and Lands Board appropriate and suggested no changes to the park in-lieu fees as proposed.

**H. 4.**
In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.

**Staff Comments**
All fees paid in-lieu of park dedication will be segregated by the City Treasurer, as required.

The Council found that this standard has been met.

### 16.05: Improvements Required:

<table>
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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tr>
<td>Yes</td>
<td>16.05.010 Minimum improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.</td>
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<td>Staff Comments The Applicant intends to construct all necessary infrastructure, if the project is approved.</td>
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<td>That said, the Applicant is requesting the allowance of an alternative to Section 16.04.020: Streets, which includes intersection road centerline minimum radii. Please refer to Section 16.04.020 for further details.</td>
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<td>The Council found the Applicant’s request appropriate, and that this standard has been met.</td>
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| Yes | No | N/A | 16.05.010 | 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- |

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construction conference with the City Engineer’s written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.

**Staff Comments**

| ☒ | ☐ | ☐ |

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

**Staff Comments**

| ☒ | ☐ | ☐ |

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**C.** Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.

**Staff Comments**

| ☒ | ☐ | ☐ |

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**16.05.020: Streets, Sidewalks, Lighting, Landscaping**

| ☒ | ☐ | ☐ |

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

**Staff Comments**

| ☒ | ☐ | ☐ |

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**A.** Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)

**Staff Comments**

| ☒ | ☐ | ☐ |

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

**Staff Comments**

| ☒ | ☐ | ☐ |
Staff Comments: Street names and signage are proposed. All proposed street names have been reviewed and approved by the City and the Assessor’s Office. A Street Signage Plan will be needed. This has been made a Condition of Approval.

The Council found that this standard has been met.

C. Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance.

Staff Comments: N/A, as no street lights are shown and/or proposed. The Council found that this standard has been met.

16.05.030: Sewer Connections

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

Staff Comments: Sewer services are shown from each lot and connecting into an eight (8") inch sewer main. 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. This has been made a Condition of Approval.

The Wastewater Division also recommends that the following be resolved and/or completed prior to final design:

— The City shall have the opportunity, via public easements, to maintain sewer main lines, if necessary; however, the City shall have no obligation to do so.

— The service line to proposed Lot 1 shall be perpendicular to the main line. This change has been updated in the attached drawings and will remain as a Condition of Approval.

The items noted above were Conditions of Approval that were developed from the original plans by the Applicant. Since the Planning and Zoning Commission’s approval, the Applicant has revised the drawings and the above conditions are no longer applicable.

That said, the Applicant plans to install a single grinder pump for each residence. The Wastewater Division recommends the following:

- Backflow prevention will be needed
- Cleanouts will be needed
- Freeze protection will be needed under roadway
- Gravity drop into mainline (prefer greatest height difference reasonable)
- Sewer main on river is concrete asbestos (replace section with PVC for multiple connections)
The Council found that this standard has been met.

### 16.05.040: Water Connections

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<td>A.</td>
<td>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.</td>
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| **Staff Comments** | Water services are shown from each lot and connecting into an eight (8") inch water main. 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. This has been made a Condition of Approval.

Other recommendations and/or comments made by the Water Division include:

- The Applicant shall install insulating material (blue board insulation or similar material) to the water service of proposed Lot 1. This has been made a Condition of Approval.

- The Applicant shall consider construction of a looped water main system. Said system would prevent both the proposed dead end, as well as an existing dead end on the property to the south (see conceptual water main alignment, in red, in image below). The Applicant shall also contact the adjoining property owners and/or Homeowner’s Association (to the south) regarding such system and possible connection.
The Applicant has agreed to construct a looped water system. The drawings have been updated to reflect these changes, and will be reviewed for compliance by the Public Works Department at final design.

The Council found that this standard has been met.

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<td>B.</td>
<td>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.</td>
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<td>Staff Comments</td>
<td>N/A, as this project is not within the Townsite Overlay (TO) District. The Council found that this standard has been met.</td>
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### 16.05.050: Drainage

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<td>16.05.050</td>
<td>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)</td>
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<td>Staff Comments</td>
<td>Drainage details have been submitted. Review of drainage calculations will take place during final design. Design appears to be sufficient for anticipated runoff.</td>
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The Council found the Applicant’s request appropriate, and that this standard has been met.

### 16.05.060: Utilities

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<td>16.05.060</td>
<td>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.</td>
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<td>Staff Comments</td>
<td>Utilities will be constructed and installed underground. Additional utility company comment and engineering details will be required at final design.</td>
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### 16.05.070: Parks, Green Space

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**Parks, Green Space:** The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.

**Staff Comments** Please refer to Section 16.04.110 for further details. The Council found that this standard has been met.

### 16.05.080: Installation to Specifications; Inspections

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

**Staff Comments** 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 the compliance with the Hailey Municipal Code.

The City will need to select an inspector, to be paid for by the Applicant, for all water, sewer, and roadway infrastructure during construction.

The Council found the Applicant's request appropriate, and that this standard has been met.

### 16.05.090: Completion; Inspections; Acceptance

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

**Staff Comments** This standard shall be met.

**B.** The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)

**Staff Comments** N/A, as completion of all major infrastructure by the Developer is preferred over bonding. The Council found that this standard has been met.

### 16.05.100: As Built Plans and Specifications

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**As Built Plans and Specifications:** Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the City engineer. (Ord. 1191, 2015)

**Staff Comments** As built drawings will be required. This standard will be met.
CONCLUSIONS OF LAW

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

1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Municipal Code, was given for the public hearing.

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

DECISION

The Preliminary Plat Application for Amatopia Subdivision, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet, meets the standards of approval set forth in the Hailey Municipal Code, and has been approved by the Hailey City Council, subject to the following conditions, (1) through (16), as noted below.

General Conditions:

1) All Fire Department and Building Department requirements shall be met.

2) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Hailey Municipal Code.

3) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(l) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.

4) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat

5) Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat.

6) Any Application Development Fees shall be paid prior to recordation Final Plat.

7) Prior to construction, the Applicant shall submit the following:
   i. A Site Alteration Permit
   ii. A Storm Water Pollution Prevention Plan (SWPPP)
   iii. An Erosion Control Plan

Streets and Right-of-Ways:

8) 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 submit a Street Signage Plan at final design.
   ii. The Applicant shall submit a Traffic Control Plan and Construction Staging Plan at final design.
   iii. Two cost estimates to determine the final amount of the River Street design in-lieu payment (sidewalk, bike path, street trees, curb and gutter) shall be provided.
Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the in-lieu payment prior to City Council review of Final Plat.

iv. Drywell and other construction details shall be provided at final design.

v. Plat Note No. 3 shall be modified to read, “Parcel A shall be dedicated as a private road parcel to be owned and maintained by the Homeowner’s Association. Parcel A shall be unbuildable except for vehicular access and public pedestrian access, and ingress/egress, and utilities”.

vi. The Applicant shall provide two (2) additional guest parking spaces for each lot. 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. This will be reviewed for compliance upon submittal of individual Building Permits.

Water and Wastewater:

9) 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 installation of insulating material (blue board insulation or similar material) to the water service of proposed Lot 1.

ii. The construction of a looped water main system. Said system would prevent both the proposed dead end, as well as an existing dead end on the property to the south. The Applicant shall also contact the adjoining property owners and/or Homeowner’s Association (to the south) regarding such system and possible connection.

Parks and Open Space:

10) The Applicant shall have the parcel (1.4 acres) appraised as required by Section 16.04.110 of the Hailey Municipal Code, the in-lieu fees shall be paid prior to recordation of the Final Plat.

11) The Applicant shall submit a list of costs for park improvements, which includes, but is not limited to, acquisition, construction and all related costs. This shall be submitted for approval by the Parks and Lands Board prior to their meeting on December 16, 2020.

Other:

12) The Applicant shall submit a Construction Management Plan depicting fencing and/or other protective material that preserves and protects the existing landscaping from damage during the construction process, as shown on the Planting Plan.

13) Additional snow storage areas shall be designated and shall account for the existing vegetation within snow storage areas.

14) The following shall be added as a plat note:

“The following turf landscape restrictions apply:
Amatopia Subdivision Preliminary Plat  
Tax Lot 7816, Section 9 & 16, T2N, R 18E (235 West Maple Street)  
Hailey City Council  
Findings of Fact – February 8, 2021  
Page | 34

i. For lots less than or equal to 8,500 square feet, a maximum of forty percent (40%) of the total land area of each residential lot 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”.

15) The private road shall be constructed of an asphalt surface that is 18’ in width.
16) The maximum building height for Lot 4 and Lot 5 shall be limited to 32’ in height.

Signed this ________ day of February, 2021.

Martha Burke, Mayor

ATTEST:

Mary Cone, Clerk
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/2021  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT: Blaine County, Bureau of Land Management, Idaho Department of Fish and Game, Blaine County Recreation District, Wood River Land Trust, the City of Bellevue, and the City of Hailey worked in 2020 together to build the Administrative Guidelines for Winter Wildlife Closures and Restrictions. These guidelines were put together to provide direction to educate the community, and to put restrictions in place to protect our wintering wildlife. On November 8, 2021 the City Council will consider a memorandum of understanding (MOU) with the BLM, Idaho Dept. of Fish and Game, Blaine County, the Blaine County Recreation District, the City of Bellevue and the Wood River Land Trust to establish roles and responsibilities that will address when conditional restrictions on recreational trail use might be necessary. The agencies and governments involved in drafting the Memorandum of Understanding are committed to a consistent, regional approach to winter wildlife.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Wood River Valley is a destination for summer and winter recreation, but in the winter recreational activities can be incompatible with the local wildlife, and cause extra stress that is detrimental to their health. Each year, deer and elk summering at higher elevations in the mountains migrate to lower elevation winter ranges. The fat reserves these animals accrue in the summertime is necessary in order to sustain them through the winter as deep snow, scarce food, and sub-zero temperatures force these animals to draw on these fat reserves in order to survive. Conserving energy and minimizing loss of these fat reserves is crucial, and is the best chance for these animals to survive the winter. Human and pet (dog) recreation can greatly affect stressed animals. Research has shown that people recreating off-trail can cause greater avoidance behavior by deer and elk than on-trail activities. Additionally, recreating with dogs can further increase stress on deer and elk because they often react more strongly to the perceived threat from dogs.

A Resolution is proposed authorizing the Mayor to sign the MOU.

Attachments to this Report:
1. Resolution 2021--__, Winter Wildlife Closures and Restrictions Memorandum of Understanding
2. Sample signs

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item #____________  YTD Line-Item Balance $____________
Estimated Hours Spent to Date:  Estimated Completion Date:
Staff Contact: Lisa Horowitz  Phone # 788-9815 #2013

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
I move to adopt Resolution 2021--__, a Resolution authorizing the Mayor to sign the Memorandum of Understanding for Winter Wildlife Closures.

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

--386--
ACTION OF THE CITY COUNCIL:
Date ______________________
City Clerk ______________________

FOLLOW-UP:
*Ord./Res./Agrmt. /Order Originals:  *Additional/Exceptional Originals to: ________________
Copies (all info.):  Copies
Instrument # __________________________
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY APPROVING A
MEMORANDUM OF UNDERSTANDING FOR WINTER WILDLIFE CLOSURES

WHEREAS, the City of Hailey desires to cooperate with the Idaho Department of Fish
and Game, the Bureau of Land Management, Blaine County, the City of Bellevue the Blaine
County Recreation District and the Wood River Land Trust regarding conditional restrictions
from winter wildlife closures; and

WHEREAS, the Idaho Department of Fish and Game has authority over management of
wildlife; and

WHEREAS, the attached Memorandum of Understanding is designed to work towards a more
consistent, regional approach between jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey adopts the attached Memorandum of
Understanding.

Passed this 8th day of November, 2021.

City of Hailey

__________________________________________
Martha Burke, Mayor

ATTEST:

__________________________________________
Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SHOSHONE FIELD OFFICE
AND THE
IDAHO DEPARTMENT OF FISH AND GAME, BLAINE COUNTY, BLAINE COUNTY RECREATION DISTRICT, CITIES OF BELLEVUE, HAILEY, AND THE WOOD RIVER LAND TRUST

I. Introduction

This Memorandum of Understanding (MOU) is between the United States Department of the Interior, Bureau of Land Management (BLM), Shoshone Field Office and Idaho Department of Fish and Game, Blaine County, Blaine County Recreation District, City of Bellevue, City of Hailey, and Wood River Land Trust; jointly referred to as the “Parties.”

II. Purpose

This MOU establishes roles and responsibilities for implementing annual and conditional restrictions associated with the BLM Wood River Valley Recreation and Access Environmental Assessment Decision Record, DOI-BLM-ID-T030-2020-0015-EA. This allows the BLM and Parties to commensurably and cooperatively manage recreation use to minimize related impacts to wildlife during the winter and early spring within the Wood River Valley.

III. Background

In 2020 Blaine County, Cities of Bellevue and Hailey and supported by the Blaine County Recreation District, Wood River Land Trust and Idaho Department of Fish and Game (IDFG) passed the "Administrative Guidelines for Wintering Wildlife".

March 2021 Codie Martin, BLM Shoshone Field Manager, signed the Wood River Valley Recreation and Access Environmental Assessment Decision Record. This allows the BLM to construct 80 miles of trail and implement seasonal restrictions (annual and conditional) between January 1 -April 30 to protect wintering wildlife. Due to land ownership patterns and historical deer and elk wintering areas for the seasonal restrictions to be most effective they need to be seamlessly implemented with adjoining jurisdictions and partnerships.

Adjoining jurisdictions or landowners include the City of Bellevue, City of Hailey, Blaine County, Blaine County Recreation District, Wood River Land Trust.
The BLM Decision allows BLM to formally participate in helping to address and minimize impacts to wildlife during the critical winter months. Evolving the Administrative Guidelines into a memorandum of understanding (MOU) so, when conditions warrant, conditional restrictions can be put into place in a timely manner. It will also help support information and education campaigns associated with human impacts on wintering wildlife.

Deer and elk attempt to minimize their energy expenditures in winter because of reduced available habitat and low-quality forage. Winter disturbance by humans can require deer and elk to expend unnecessary energy, which can affect survival and reproduction.

Outdoor recreation continues to increase throughout the Wood River Valley, hence the need for balancing trail-based recreation opportunities with minimizing impacts to wildlife. Recreation activities can disturb deer and elk, preventing them from using preferred habitats. Recreation activities such as hiking, running, mountain biking, skiing, snowshoeing, snowmobiling, and shed-antler hunting can be a source of stress and avoidance behavior to deer and elk. The predictability, consistency, and level of threat associated with a disturbance will influence the avoidance response. Research has shown that people recreating off-trail can cause greater avoidance behavior by deer and elk than on-trail activities. Additionally, recreating with dogs can further increase stress on deer and elk because they often react more strongly to the perceived threat from dogs.

It is unrealistic to eliminate recreation related impacts to deer and elk during the winter months however impacts can be minimized through seasonal restrictions and/or public education.

**Definitions**

Per the BLM Decision Record annual (January 1 – April 30) OHV seasonal restrictions on 95,629 acres and conditional temporary restrictions (from effect – April 30) on 29,468 additional acres, see BLM DR Map Seasonal Restrictions. Portions of the annual restriction areas may also be further restricted to other uses when conditions warrant. Conditional temporary restrictions may be implemented when mechanized or human use of public lands is determined to be impacting resources such as wintering wildlife (i.e. deer and elk, sage grouse or raptors). Criteria used to help determine location and restriction types include but are not limited to:

- Animal location, distribution and volume of human activity,
- Harsh winter conditions, such as extended subzero temperatures, several inches of crusted snow, and/or unusually deep snow conditions,
- Animal body condition and forage availability.

Conditional restrictions could include:

- No dogs,
- Humans limited to existing and/or designated summer trail corridors, i.e. no off trail use such as backcountry skiing, or
- Human entry.
IV. **Authorities**

A. The authorities for the BLM to enter into this agreement include, but are not limited to, the following:


B. Regulations implementing the above authorities:

1. Council on Environmental Quality regulations (40 CFR 1501 et seq.).
2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.).

C. The authorities for Blaine County, Bellevue and Hailey to enter into this agreement include, but are not limited to, the following:

1. Idaho Code, Title 67, Chapter 23, Joint Exercise of Powers, Sections 67-2326 through 67-2328.

D. The authorities for Idaho Department of Fish and Game to enter into this agreement include, but are not limited to, the following: Title 36, Idaho Code, Idaho Code section 67-2332.

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

V. **Roles and Responsibilities**

A. The BLM roles and responsibilities include:

1. Implement, monitor and enforce the annual seasonal OHV restrictions. This includes notifying the public through signs, press releases and social media.
2. Support the adjoining jurisdiction(s) when conditional restrictions or closures are established that limit access to and through BLM and implement them on BLM lands.

B. The Idaho Department of Fish and Game roles and responsibilities include:

1. Monitor deer and elk locations and movement patterns, general animal conditions, and winter conditions.
2. Consult with the Parties if restrictions or closures are recommended.
3. Discuss with the affected jurisdictions when the seasonal conditional restriction(s) or closures should be lifted but will be no later than April 30.

C. The joint roles and responsibilities of the Parties include:
1. Attend a beginning of the season meeting in December. This meeting the group will:
   a. Review the roles and responsibilities,
   b. Get an update from IDFG regarding general deer and elk conditions, trends going into the winter and any other wildlife monitoring updates.
   c. Review winter weather trends/forecasts.
   d. Discuss changes in recreation use patterns and/or public access locations.

2. January – April attend monthly check-in meetings and/or calls to discuss recreation patterns and deer and elk patterns/locations. These meetings/calls can occur more frequently depending on conditions or events.
   a. Participate in a meeting(s) at short notice during or immediately following big weather events/storms to determine if a restriction or closure is warranted.
   b. When a conditional restriction or closure is warranted determine the type and extent. This will be decided jointly between the jurisdiction and/or landowner, and BLM. Since deer and elk are managed by IDFG regardless of ownership, their recommendations and information will be incorporated into the decision-making process.
      i. Outcomes include a restriction or closure map (that will be made available to the public), signs that will be used and sign locations.
   c. When a conditional restriction or closure is implemented attend, at a minimum, bi-weekly calls. Call topics will include compliance, enforcement, education and outreach efforts, are adjustments necessary and when it can be lifted.

3. Upon agreeing on the type and location of the conditional restriction(s) or closure necessary, the jurisdictional party(ies) for the affected property will place signs and advise the public through media or online media notifying trail users of the restriction(s), and educating them on the importance of compliance, as well as alternative public access. Signs and online communication may include:
   - Map of the restriction area,
   - Educating people where they shouldn’t go and why,
   - Recommending where they could go for a similar recreation experience,
   - Explaining acting with awareness in certain areas,
   - Educating how to minimize impacts in general areas/circumstances, and
   - Who to contact for more information.

   See Exhibit B for a sign example.

4. The appropriate Party(ies) shall notify local media when a conditional restriction is implemented.

5. The jurisdictional party(ies) agree to monitor and maintain the signs until the restriction is lifted.

6. The jurisdictional party(ies), BLM and IDFG agree to monitor compliance and educate the public, to the extent practical, about the restriction. Monitoring compliance can include visual observations or answering phone calls or
monitoring social media posts. Education could include on-site/face-to-face, social media, local media, presentations, etc.

7. Education and outreach will be the primary method for seeking compliance. Secondarily the jurisdictional party(ies) agree to enforce, to the extent practical, the restriction. The BLM and IDFG agree to cooperate, assist and coordinate (within the availability of funds and established laws, regulations and policies) enforcement efforts as outlined in separate law enforcement MOUs or other cooperative arrangements.

8. When restrictions are established attend a post-season meeting to discuss compliance, lessons learned and ways to improve future restrictions.

VI. Representatives

The Parties will designate representatives as specified in Exhibit A to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Exhibit A to the other Party. Any revisions must be added to the official file.

VII. Funding

A. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.

B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

VIII. Records

Any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any request for release of records associated with the implementation of this MOU to anyone outside the Parties must be determined by BLM based on applicable laws, including the Freedom of Information Act, Idaho Public Records Act, and the Privacy Act.

IX. Compliance with Applicable Laws and Regulations; Severability Clause

This MOU is subject to all applicable Federal laws, regulations and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the BLM under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms
of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

X. **Term, Amendments, and Termination**

A. **Term of MOU:**

   1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.

   2. This MOU shall remain in effect for five (5) years from the execution date unless terminated, extended, or cancelled prior to the expiration date.

B. **Amendments:**

   1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.

   2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. **Termination:**

   1. This MOU may be unilaterally terminated at any time by any one of its participants, following at least 30 days written notice to the other participants.
XI. Signatures

A. All signatories have the appropriate delegation of authority to sign this MOU.

B. The Parties hereto have executed this MOU on the dates shown below.

__________________________________________________________________________ Dated: _______________________
Craig White
Regional Supervisor (Magic Valley)
Idaho Department of Fish and Game

__________________________________________________________________________ Dated: _______________________
[Insert Name of Signatory]
[Insert Title]
Blaine County Commissioners

__________________________________________________________________________ Dated: _______________________
Mark Davidson
Executive Director
Blaine County Recreation District

__________________________________________________________________________ Dated: _______________________
[Insert Name of Signatory]
[Insert Title]
City of Bellevue

__________________________________________________________________________ Dated: _______________________
[Insert Name of Signatory]
[Insert Title]
City of Hailey

__________________________________________________________________________ Dated: _______________________
[Insert Name of Signatory]
[Insert Title]
Wood River Land Trust
Codie Martin
Field Manager
Bureau of Land Management, Shoshone Field Office

Attachment:
  Exhibit A
  Exhibit B
Exhibit A

The principal contacts for this MOU are:

John Kurtz
Outdoor Recreation Planner
Bureau of Land Management
400 West F Street
Shoshone, Idaho 83352
208-732-7296
jkurtz@blm.gov

[Insert Name of the Other Party #1]
[Insert Title]
Idaho Department of Fish and Game
[Insert City, State, and Zip Code]
[Insert Telephone Number]

[Insert Name of the Other Party #2]
[Insert Title]
Blaine County
[Insert City, State, and Zip Code]
[Insert Telephone Number]

[Insert Name of the Other Party #3]
[Insert Title]
City of Bellevue
[Insert City, State, and Zip Code]
[Insert Telephone Number]

[Insert Name of the Other Party #3]
[Insert Title]
City of Hailey
[Insert City, State, and Zip Code]
[Insert Telephone Number]

[Insert Name of the Other Party #3]
[Insert Title]
Wood River Land Trust
[Insert City, State, and Zip Code]
[Insert Telephone Number]
TRAIL CLOSED TO ALL USERS

Winter is difficult on wildlife and encounters with people can cause them to expend unnecessary energy. As a result, this trail is closed to all users until further notice.

For more information:

Alternate Trails:
TRAIL CLOSED TO DOGS

Winter is difficult on wildlife and encounters with dogs can cause them to expend unnecessary energy. As a result, this trail is closed to dogs until further notice.

For more information:

Alternate Trails:
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 11/08/2021            DEPARTMENT: Admin            DEPT. HEAD SIGNATURE: HD

SUBJECT:

Assessment of Hailey Health Order 2021-07 which mandates face-coverings within the City of Hailey through November 11, 2021, with discussion of whether a new Health Order 2021-08 should be authorized for another 30 days, with the same provisions that face coverings be worn in indoor public spaces and in outdoor public places when distancing can’t be maintained, and whether other provisions should be added.

AUTHORITY: ☐ ID Code ______ ☐ IAR _________ ☐ City Ordinance/Code Ord 1290 (IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The language of Health Order 2021-07 in effect through November 11, 2021 is as follows:

SECTION 1. FACE COVERINGS

Every person, shall, when in any indoor, or outdoor public place where social distancing is not possible, completely cover their nose and mouth, when members of the public are physically present for otherwise unprotected social interaction.

1. DEFINITIONS: For purposes of this Public Health Emergency Order “public place” shall mean any place open to all members of public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. “Members of the public” shall mean persons not therein employed, present without invitation.

2. EXEMPTIONS:
   a. Children under the age of 5.
   b. Persons who cannot medically tolerate wearing a cloth face covering must wear or position themselves behind a face shield. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a cloth face covering.
   c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication, must wear or position themselves behind a face shield.
   d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
   e. Persons who are actively engaged in athletic competition.
   f. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.
   g. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as the person is able to maintain a distance of 6 feet away from persons who are not members of the same party as the person.
   h. Outdoor public places where people can employ social distancing as recommended by CDC, while continuing to recommend face covering.
The Hailey City Council should discuss whether they would like to:

1) allow the Order to expire on November 11, 2021,
2) authorize a new Order 2021-08 exactly as written for another defined period of time,
3) authorize a new Order 2021-08 with changed elements, and if so, what changes would the mayor and council like to see.

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<td>Estimated Completion Date:________</td>
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<th><strong>ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:</strong></th>
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<tr>
<td>___ City Attorney</td>
<td>___ Clerk / Finance Director</td>
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<td>___ Library</td>
<td>___ Planning</td>
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<td>___ Safety Committee</td>
<td>___ P &amp; Z Commission</td>
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<td>___ Streets</td>
<td>___ Public Works, Parks</td>
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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to be made based on city council discussion. Attorney will draft Hailey Health Order 2021-08 accordingly and mayor/clerk will sign and post prior to the expiration of the current order.

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**ACTION OF THE CITY COUNCIL:**

Date ______________________________
City Clerk ______________________________
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**FOLLOW-UP:**

*Ord./Res./Agrmt./Order Originals: Record | *Additional/Exceptional Originals to: ____________
Copies (all info.): | Copies (AIS only)
Instrument # __________________________
The agenda states that the council will consider extending the mask ordinance.

Some employees of some local businesses have consistently not been wearing masks, in spite of complaint to HPD.

The ordinance should either be enforced or repealed/not extended.

Sent from Mail for Windows
Return to Agenda
Cardboard Compactor and Roll Off Glass Bin

At the last Council meeting, Council directed staff to look for a new location in the Light Industrial (LI) area. In the interest of time while a new location is identified, staff is considering temporarily installing the facility at the existing location on River St. The temporary site would remove five parking spaces on the northeastern area of the lot to accommodate the glass bin and cardboard compactor; however, there won’t be any changes to the current traffic pattern. In order for the cardboard compactor to be operational, an electrical service has to be established. Staff has reached out to Idaho Power to get a cost estimate and schedule. Staff sees this as a continued and improved temporary use of the site while new locations are identified.

Staff is bringing this back to Council for further discussion and authorize staff to move forward with the temporary installation. The layout and sample photos of the glass bin are attached.
Consolidate all existing dumpsters into two "roll off" type units positioned approximately as shown.

Retain all parking and circulation characteristics except parking elimination as shown.
Return to Agenda