

**Hailey Urban Renewal Agency  
Hailey City Hall  
115 Main Street S  
Council Chambers – upstairs AND via Teams  
Tuesday, September 24, 2024  
11:00 AM**

**THIS MEETING IS BEING HELD IN MICROSOFT TEAMS.**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 237 503 468 111

Passcode: q2iFwo

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 469-206-8535,,324529467#](tel:+14692068535324529467) United States, Dallas

Phone Conference ID: 324 529 467#

**Email:** Public comments may be shared with the Agency Board via email to Lisa Horowitz, [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org). Emails or other written testimony must be **received no later than 5:00 p.m. on Monday, September 23, 2024.**

**Live Meeting Attendance:** Members of the public wishing to attend the meeting may do so remotely through the virtual platform with a phone or a computer or in person. The Agency strives to make the meeting available virtually but cannot guarantee access due to platform failure, internet interruptions or other potential technological malfunctions. Log-in information is located at the top of this agenda.

If there are any questions, contact Lisa Horowitz at [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org) or (208) 788-4221.

<b>Chair:</b>	Larry Schwartz
<b>Vice Chair:</b>	Sandi Viau
<b>Treasurer</b>	Becky Stokes
<b>Board Members</b>	Martha Burke, Bob Brand, Brian McCue
<b>Staff Support:</b>	Lisa Horowitz, Executive Director of HURA and City Administrator

**Next Resolution Available: 2024-014**

**A. CALL TO ORDER**

**B. Consent Agenda:**

- [CA 1](#) Approve bills since August 2024. **ACTION ITEM**
- [CA 2](#) Approve meeting minutes dated August 20, 2024. **ACTION ITEM**
- [CA 3](#) Ratify and affirm all actions of the Board Chair in executing the agreement with Assessment and Compliance Services for a Phase I Environmental Assessment of 111 Empty Saddle Trail, Hailey, Idaho. **ACTION ITEM**

**C. Old Business:**

- [OB 1](#) Authorize Board Chair and the Executive Director to provide written notice to the Seller of the Agency's election to proceed with the Financing Contingency Period by October 7 Subject to Certain Conditions. **ACTION ITEM**

**D. New Business:**

- [NB 1](#) Consideration of a contract for services with Hales Engineering for Airport Way Master Plan Traffic Analysis. **ACTION ITEM**
- [NB 2](#) Consideration of a contract for services with Opal Engineering for general and civil engineering services . **ACTION ITEM**
- [NB 3](#) Consideration and adoption of Resolution 2024- , a resolution selecting Bank in response to request for proposals to provide financing for certain projects in the Gateway Urban Renewal District. **ACTION ITEM**
- [NB 4](#) Consideration and adoption of Resolution 2024-\_\_\_\_\_, a resolution amending and restating the Hailey Urban Renewal By Laws. **ACTION ITEM**
- [NB 5](#) Consideration and adoption of Resolution 2024-\_\_\_\_\_, a resolution authorizing the Executive Director approval of expenditures in the amount not to exceed \$10,000. **ACTION ITEM**

**E. Staff Reports**

- [SR 1](#) Financials
- [SR 2](#) Upcoming Meetings: October 22, 2024

**F. Adjourn**

**AGENDA ITEM SUMMARY**

**DATE:** 09/21/2024

**District:** Gateway and Airport Way Districts

**STAFF:** JP/BS

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**SUBJECT:** Approval of bills since August 2024.  
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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**New items added**

Below is a summary of current bills due, all invoices are attached for details.

<b>Bill Summary</b>			
<b>Company</b>	<b>Invoice Date</b>	<b>Invoice</b>	<b>Amount</b>
Elam & Burke	8/31/2024	210280	\$6,566.30
Elam & Burke	8/31/2024	210281	\$75.00
Idaho Mountain Express	8/14/24	-	\$286.17
Jane Rosen	9/20/24	-	\$3,900.00
City of Hailey – Staff Reimbursement	9/18/24	111845755	\$35,138.75

Staff Reimbursement breakdown of hours to each district:

Staff	Gateway	Airport	South URA	General	Total Hours 9/14/23-9/17/24
Lisa Horowitz, City Administrator	108	18	9	45	180
Brian Yeager, City Engineer	93	15	0	0	108
Becky Stokes, Treasurer	0	0	0	74.75	74.75
Kelly Schwarz, Streets Department Head	25	0	0	5	30
Jessie Parker, Administrative Staff	15	1	0	75.25	91.25
Nancy Arellano, Administrative Staff	5	0	0	0	5
<b>Totals</b>	<b>246</b>	<b>34</b>	<b>9</b>	<b>200</b>	<b>489</b>

City of Hailey [current fee schedule](#) lists City Administrator/Engineer/Emergency Chiefs at \$85.00 per hour; City Clerk/Treasurer/Division Managers at \$65.00 per hour; and Administrative Staff at \$40.00 per hour.

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve payment for bills since August 2024.  
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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_

251 E. Front Street, Suite 300  
Boise, Idaho 83702  
Tax ID No. 82-0451327  
Telephone 208-343-5454  
Fax 208-384-5844



August 31, 2024

Hailey Urban Renewal Agency  
Attn: Lisa Horowitz  
City of Hailey  
115 Main Street South  
Hailey, ID 83333

Invoice No. 210280  
Client No. 887  
Matter No. 1  
Billing Attorney: MSC

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### INVOICE SUMMARY

For Professional Services Rendered from August 4, 2024 through August 31, 2024.

RE: General

Total Professional Services	\$ 6,566.00
Total Costs Advanced	<u>    \$ .30</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 6,566.30</b>

251 E. Front Street, Suite 300  
Boise, Idaho 83702  
Tax ID No. 82-0451327  
Telephone 208-343-5454  
Fax 208-384-5844



August 31, 2024

Hailey Urban Renewal Agency  
Attn: Lisa Horowitz  
City of Hailey  
115 Main Street South  
Hailey, ID 83333

Invoice No. 210281  
Client No. 887  
Matter No. 4  
Billing Attorney: MSC

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### INVOICE SUMMARY

For Professional Services Rendered from August 16, 2024 through August 31, 2024.

**RE: Hailey South Plan**

Total Professional Services	\$ 75.00
Total Costs Advanced	<u>    \$ .00</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 75.00</b>



IDAHO MOUNTAIN EXPRESS • SUN VALLEY GUIDE • REAL ESTATE GUIDE  
P.O. BOX 1013 • KETCHUM, IDAHO 83340-1013 • 208.726.8060



# STATEMENT

HAILEY CITY  
115 S. MAIN ST., SUITE H  
HAILEY ID 83333

ACCT. NO.      DATE:  
10002437      8/31/2024

DATE	TYPE	ORDER #	PUBLICATION	AD TYPE	SIZE	DESCRIPTION	AMOUNT
07/31/24	BBF					Balance Brought Forward	1,110.19
08/30/24	CSH					Payment	-1,174.84
08/07/24	INV	12680796	Idaho Mountain Express	Class Display	3 X 8	Legal-Budget & Fee Increases	391.29
08/07/24	INV	12680797	Idaho Mountain Express	Class Display	1 X 6	Legal-8/26 City Council	46.00
08/14/24	INV	12681098	Idaho Mountain Express	Class Display	1 X 4	Legal-Lot Line Adj. Eric Cueva	30.36
08/14/24	INV	12681099	Idaho Mountain Express	Class Display	1 X 9	Legal-9/3 P & Z	62.56
08/14/24	INV	12681100	Idaho Mountain Express	Class Display	3 X 6	Legal- URA Proposed Budget	286.17
08/21/24	INV	12681383	Idaho Mountain Express	Class Display	1 X 7	Legal-9/9 City Council	54.28
08/28/24	INV	12681737	Idaho Mountain Express	Class Display	1 X 12	Legal-9/16 P & Z	85.56

Handwritten notes on the right side of the statement:

- 670.05
- 286.17
- 956.22

Handwritten note: (6/5-6/12-URA)

CURRENT	30 DAYS	60 DAYS	90 DAYS	AMOUNT DUE
669.97	0.00	221.60	0.00	891.57

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. THANK YOU

Express Publishing, Inc. P.O. Box 1013, Ketchum, ID 83340  
(208) 726-8060

ACCT. NO.      DATE:  
10002437      8/31/2024

AMOUNT DUE:      \$891.57

HAILEY CITY  
115 S. MAIN ST., SUITE H  
HAILEY ID 83333

AMOUNT ENCLOSED \$ 670.05

PAYMENT DUE BY: 9/15/2024



# AFFIDAVIT of PUBLICATION

State of Idaho  
County of Blaine

Pam Morris, being first duly sworn, deposes and says that she is the publisher of the Idaho Mountain Express, a newspaper published every week in Ketchum, County of Blaine, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of more than seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by the laws of the State of Idaho, and that the annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 7 day of August, 2024, and the date of the last publication was on the 14 day of August, 2024, and, in addition thereto, the annexed advertisement was published beginning on the 5 day of August, 2024, digitally on the website "idnewspaper.idahopublicnotices.com" as provided by Idaho Code 60-160A.

Pam Morris  
PUBLISHER

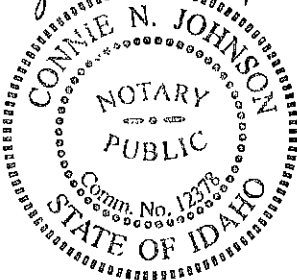
Subscribed and sworn to before me this

August, 2024.

14 day of

Connie N. Johnson

NOTARY PUBLIC  
Residing at Hailey, Idaho.  
My commission expires  
on 7/10/30



## COST OF PUBLICATION

Number of Picas per Line 36.5  
Number of Lines in Notice 49  
Number of Insertions 2

49 Lines tabular at \$160.97 9.0 cents/pica  
     Lines straight at      8.0 cents/pica  
49 Subsequent lines at \$125.20 7.0 cents/pica

\$286.17  
TOTAL COST

## COPY OF NOTICE

Legal Notice

TITLE OF NOTICE

City of Hailey  
BILL TO

### NOTICE OF HAILEY URBAN PROPOSED BUDGET

A public hearing for consideration of the proposed Hailey Urban Renewal Project, will be held on October 1, 2024, and ends September 30, 2025, will be held on October 1, 2024, at 11:00 a.m., pursuant to Idaho Code 60-160A, at the City of Hailey, Idaho on August 20, 2024 at 11:00 a.m., pursuant to Idaho Code 60-160A, or emailed to lisa.horowitz@haileycityhall.org. Oral comments will be accepted at the meeting.

The Agency budget funds the programs, operations/administrative costs determined to be important to meet the Agency's strategic plan for the District Urban Renewal Project, as approved by the City of Hailey Board of Commissioners in 2013, and the Urban Renewal Plan for the Airport Way, as approved by the City of Hailey Board of Commissioners in 2013, and the adoption of Ordinance No. 1295 on November 22, 2013.

The public hearing on the proposed budget is required by law to be accessible to persons with disabilities.

REVENUE
Tax Increment Revenue - Gateway
Interest - Gateway
Potential Bond Revenue - Gateway
Tax Increment Revenue - Airport Way
Interest - Airport Way
Tax Increment Revenue - South Urban
<b>TOTAL HAILEY URBAN REVENUE</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>
<b>TOTAL GATEWAY EXPENDITURES</b>
<b>TOTAL AIRPORT WAY EXPENDITURES</b>
<b>TOTAL SOUTH URBAN EXPENDITURES</b>
<b>TOTAL EXPENDITURES</b>
<b>CHANGE IN FUND BALANCE</b>
<b>FUND BALANCE BEGINNING</b>
<b>FUND BALANCE ENDING</b>

The proposed expenditures and revenues for FY25 will be presented at the City of Hailey Board Meeting on July 25, 2024.

Lisa Horowitz, Executive Director of the Hailey Urban Renewal Agency

IDAHO  
AL



115 MAIN STREET S. SUITE H  
 HAILEY, ID 83333  
 PHONE: (208) 788-4221  
 FAX: (208) 788-2924

INVOICE #	INVOICE DATE
111845755	09/18/2024
DUE DATE	CUSTOMER ACCOUNT NUMBER
09/19/2024	8513
AMOUNT DUE	TERMS:
35,138.75	Open Terms

BILL TO:

**HAILEY URBAN RENEWAL AGENCY**

115 MAIN STREET SOUTH  
 HAILEY ID 83333

PLEASE DETACH AND RETURN THIS TOP PORTION WITH  
 YOUR PAYMENT BY DUE DATE TO:

CITY OF HAILEY  
 115 S MAIN ST STE H  
 HAILEY, ID 83333

# INVOICE

DESCRIPTION	QUANTITY	CHARGE	EXT. PRICE
City Administrator FY24 Reimbursement	180	85.00	15,300.00
City Engineer FY24 Reimbursement	108	85.00	9,180.00
Streets Dept FY24 Reimbursement	30	65.00	1,950.00
City Treasurer FY24 Reimbursement	74.75	65.00	4,858.75
City Admin Services FY24 Reimbursement	96.25	40.00	3,850.00
			35,138.75
			TOTAL AMOUNT DUE

THANK YOU FOR YOUR PROMPT PAYMENT  
 For Billing Inquiries Call: (208)788-4221  
 Office Hours: 9:00 a.m. - 5:00 p.m.  
 Monday thru Friday





**ASSESSMENT AND COMPLIANCE SERVICES**

510 E. Elm Street, Hailey, ID 83333 Ph/Fax: (208) 788-5649

September 20, 2024

Lisa Horowitz, City of Hailey Administrator  
115 S. Main St. Hailey, ID 83333  
[lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org)  
CELL: 208-727-7097

Subject: Invoice for a Phase I Environmental Site Assessment of 111 Empty Saddle Trail,  
Hailey, Idaho

Phase 1 Environmental Assessment: \$ 3,900.00

**TOTAL CHARGES DUE: \$ 3,900.00**

It would be appreciated if the total charges are submitted at your earliest convenience.

THANK YOU

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 0 2 2024

**District:** Gateway and Airport Way Districts

**STAFF:** JP

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--**SUBJECT:** Approval of Meeting Minutes dated August 220, 2024.

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Meeting Minutes

- August 20, 2024  
2024

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve of Meeting Minutes August 24, 2024.

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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_

Hailey Urban Renewal Agency  
Hailey City Hall  
115 Main Street S  
Council Chambers – upstairs AND via Teams  
Tuesday, August 20, 2024  
11:00 AM

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 237 503 468 111

Passcode: q2iFwo

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-206-8535,,324529467#](tel:+14692068535324529467) United States, Dallas

Phone Conference ID: 324 529 467#

Email: Public comments may be shared with the Agency Board via email to Lisa Horowitz, [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org). Emails or other written testimony must be received no later than 5:00 p.m. on Monday, August 19, 2024.

Live Meeting Attendance: Members of the public wishing to attend the meeting may do so remotely through the virtual platform with a phone or a computer or in person. The Agency strives to make the meeting available virtually but cannot guarantee access due to platform failure, internet interruptions or other potential technological malfunctions. Log-in information is located at the top of this agenda.

If there are any questions, contact Lisa Horowitz at [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org) or (208) 788-4221.

<i>Chair:</i>	Larry Schwartz
<i>Vice Chair:</i>	Sandi Viau
<i>Treasurer</i>	Becky Stokes
<i>Board Members</i>	Martha Burke, Bob Brand, Brian McCue
<i>Staff Support:</i>	Lisa Horowitz, Executive Director of HURA and City Administrator

**Next Resolution Available: 2024-011**

*Present*

*Board: Bob Brand, Brian McCue, Larry Schwartz, Martha Burke, Sandi Viau*

*Staff: Lisa Horowitz, Lisa Enourato, Jessica Parker, Meghan Conrad*

*Absent: Becky Stokes*

1. [10:58:28 AM](#) **CALL TO ORDER**
2. [10:58:38 AM](#) **Consent:**
  - a. *Motion to approve bills since July 2024. ACTION ITEM*
  - b. *Motion to approve meeting minutes date July 16, 2024, July 22, 2024, July 25, 2024 and August 6, 2024. ACTION ITEM*

[10:58:43 AM](#) **Brand motioned to approve bills. Burke seconded. All in Favor.**

[10:59:07 AM](#) **Burke motioned to approve minutes. Brand seconded. All in favor.**

3. **Old Business:**

- a. [10:59:21 AM](#) *Presentation by Eric Heringer on bond financing (Documents to be brought to the meeting)* **ACTION ITEM**

Eric Heringer summarized last discussions with board. Heringer presented a schedule of how to get the financing completed. Schedule presented available on file. Schwartz asked if had enough money to close the loan. Horowitz explained it would be tight, and also discussed possible option of short term loan from the city.

[11:06:54 AM](#) Horowitz asked Conrad if could pull items from New Business. Schwartz confirmed good with that. Schwartz suggested canceling normal scheduled meeting date and having just the special meetings based off presented schedule (9/24 and 10/22). All in agreed.

- b. [11:26:15 AM](#) *Consideration of engagement agreement with GGLO for Airport Way Transportation Master Plan.* **ACTION ITEM**

Horowitz summarized the engagement agreement submitted and changes on revised agreement presented at the meeting.

[11:28:57 AM](#) Conrad summarized why believe should reimburse actual costs. Board agreed. Viau confirmed this will be paid under Airport Way.

**[11:30:47 AM](#) Burke motioned to authorize Chair to sign engagement agreement with GGLO, LLC for Airport Way Transportation Master Plan. Brand seconded. All in Favor.**

- c. [11:31:11 AM](#) *Consideration of Resolution 2024-\_\_\_\_\_, a resolution to approve the Real Property Purchase and Sale Agreement with the Williams Family Trust for the purchase of 111 Empty Saddle Trail, Hailey, Idaho.* **ACTION ITEM**

Schwartz summarized changes since last hearing, explaining how property proposed for purchase changed. Horowitz and Schwartz summarized condition of lot and existing landscape. Conrad summarized changes to Purchase and Sale Agreement and deposits required. Board verified funds available. Board discussed if should proceed prior to bond. Conrad explained contingency period. Conrad continued to discuss changes made to PSA in redline.

**[11:54:06 AM](#) Viau motioned to approve Resolution 2024-013 the Real Property Purchase and Sale agreement for 111 Empty Saddle providing for any technical changes necessary prior to signature; providing the authority to the Board Chair and Lisa Horowitz to work with seller and his counsel to finalize the agreement; and providing the authority to the Board Chair to sign the agreement once final. Burke seconded. All in Favor.**

#### **4. New Business:**

- a. [11:58:19 AM](#) *Public Hearing on the Fiscal Year 2025 Agency Budget*

[11:58:28 AM](#) Schwartz opened public comment.

[11:58:39 AM](#) Schwartz closed public comment.

Conrad confirmed no written public comment received, notice published twice, and no changes to published budget.

- b. [11:59:32 AM](#) *Consideration of Resolution 2024-\_\_\_\_\_, a resolution adopting the FY25 budget, a budget with expenditures not to exceed \$4,085,906.00.* **ACTION ITEM**

**12:00:09 PM Burke Motion to adopt Resolution 2024-011, a resolution adopting FY25 Budget, a budget with expenditures not to exceed \$4,085,906. Brand seconded. All in Favor.**

- c. 11:56:40 AM *Consideration of Bond Counsel Engagement Letter with Hawley Troxell for bond counsel services.* ACTION ITEM

Heringer explained history he has with Hawley Troxell and his thoughts on their proposal.

**11:57:48 AM Viau motion to authorize Chair to sign the Bond Counsel Engagement Letter with Hawley Troxell for bond counsel services. Burke seconded. All in Favor.**

- d. 12:00:27 PM *Consideration of Resolution 2024-\_\_\_\_, a resolution to remove Walt Denekas as a signer on the Agency's checking accounts and to add a new third signer to the checking accounts.* ACTION ITEM

12:00:44 PM Board discussed who to add as a third signer. Board agreed to add Bob Brand as third signer.

**12:02:07 PM Burke motioned to add Bob Brand as a third signer to Hailey Urban Renewal Agency checking account and to revoke the authority previously granted to Walt Denekas, Resolution 2024-012. Viau seconded. All in Favor.**

- e. 11:10:02 AM *Consider issuance of a Request for Proposal for selection of a bank for a bank financing. (Documents to be brought to the meeting)* ACTION ITEM

11:10:07 AM Heringer provided draft Request for Proposal and summarized what it contains. Schwartz asked if could be sued by someone already have an RPA in making this one the primary. Conrad believes all RPAs include a cause that states they are a subordinate. Heringer continued to present the request for proposal. Schwartz asked how many banks estimated to respond. Heringer believes when did this with Ketchum had five responses. Heringer anticipates getting responses from Mountain West and Zions along with a handful of others.

Conrad asked Schwartz if should take action to allow staff to proceed with request for proposal.

**Burke motioned to authorize staff too and legal counsel to finalize and issue. Brand seconded. All in Favor.**

#### **5. Staff Reports**

- a. *Upcoming Meetings: ~~September 17, 2024~~ September 24, 2024 and October 22, 2024*  
b. *Financials*

#### **6. Adjourn**

**12:03:22 PM Burke motioned to adjourn. McCue seconded. All in Favor.**

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/21/2024

**District:** Gateway and Airport Way Districts

**STAFF:** LH

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**SUBJECT:** Motion to ratify Chair signature authorizing the environmental Assessment by Jane Rosen for 111 Empty Saddle Trl.

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

On September 9, 2024, Larry Schwarz, Chair signed the attached letter authorizing Jane Rosen to proceed with an Environmental Assessment of the 111 Empty Saddle Trail, Hailey, Idaho, 83333 that.

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to ratify Chair signature authorizing the Environmental Assessment by Jane Rosen for 111 Empty Saddle Trl.

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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_





**ASSESSMENT AND COMPLIANCE SERVICES**

510 E. Elm St., Hailey, ID 83333 Cell Phone: (208) 788-5649

September 5, 2024

Lisa Horowitz, City of Hailey Administrator  
115 S. Main St. Hailey, ID 83333  
[lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org)  
CELL: 208-727-7097

Subject: Scope of Services for a Phase I Environmental Site Assessment of 111 Empty Saddle Trail, Hailey, Idaho

Dear Ms. Horowitz:

Assessment and Compliance Services (ACS) is pleased to submit this proposal for a Phase I Environment Assessment of 111 Empty Saddle Trail, Hailey, Idaho; Assessor Parcel RPH04840010010. It is understood that this property presently houses a paved lot.

ACS proposes to conduct this assessment using the American Society for Testing and Materials (ASTM) Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527). ASTM has developed this assessment process to define good commercial and customary practice in the United States of America for conducting an environmental site assessment with respect to the scope of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and petroleum products. As such, the practice is intended to permit a user to satisfy the requirements to qualify for the innocent landowner defense to CERCLA liability.

It should also be noted that:

No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this assessment is intended to reduce but not eliminate uncertainty regarding the existence of recognized environmental conditions in connection with a property, recognizing reasonable limits of time and cost.

Scope of Work

The scope of work for this project consists of the following tasks:

Task 1 Perform a site visit to visually assess indication of past and present hazardous materials handling activities and storage areas, including underground storage tanks. In accordance with ASTM standard E-1527, this includes a visual and physical observation of the property and any structure located on the property to the extent not obstructed by bodies of water, cliffs, adjacent buildings, or other impassable obstacles.

Note: It is understood that the boundaries of the property to be assessed will be apparent. ACS is not responsible for any visual indications of contamination that may be covered with snow at the time of the site visit. ACS is only responsible for attempting to adhere to the ASTM standards under the circumstances present at the time of the site visit.

- Task 2 Conduct inquiries with select local, State, and Federal environmental regulatory agencies for records and comments that would help determine if past land use of the subject property or adjacent land use has the potential to have an environmental impact on the subject property.
- Task 3 Review selected, available background and historical information such as aerial photographs, topographic maps, fire insurance maps, and available geologic references and reports.
- Task 4 Review reasonably ascertainable history of ownership of the subject property and selectively interview individuals familiar with this property and its management to help determine past and present operational practices. (This does not include the purchase of a 50-year Chain of Title.)
- 
- Task 5 Compile and analyze all data collected during the investigation in a summary report. If warranted, make recommendations for additional site assessment work. An electronic copy of the report will be provided.

The scope of work for this environmental site assessment does not include sampling of air, surface water, soil, building materials, or ground water.

#### Budget

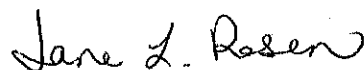
ACS will perform this Environmental Site Assessment in accordance with ASTM Standard E 1527 for a fee of \$3,900.00. This cost is valid for 30 days from the date of this proposal.

#### Terms and Conditions

The terms and conditions for completion of this project shall be in accordance with Attachment A, Agreement for Services which is attached hereto. If this scope of work is acceptable, please sign the attached Agreement and return it to ACS.

Thank you for the opportunity to submit this proposal. If there are any questions, please call at 208-788-1900.

Sincerely,  
Assessment & Compliance Services



Jane Rosen, Chemical Engineer

Encl.: Attachment

ATTACHMENT A  
ASSESSMENT AND COMPLIANCE SERVICES (ACS)  
AGREEMENT FOR SERVICES  
LIMITED ENVIRONMENTAL SITE ASSESSMENT

**CLIENT** and **ASSESSMENT AND COMPLIANCE SERVICES (ACS)** agree to the following terms and conditions:

1. Scope of Services

The Scope of Services is as set forth in the attached Scope of Services, dated 9/5/24 and hereby incorporated as part of this Agreement. The Scope of Services shall be performed at the site referenced in this attachment.

2. Authorization to Proceed

Execution of this Agreement by the **CLIENT** will be authorization for **ACS** to proceed with the Scope of Services unless otherwise provided for in this Agreement.

3. General Terms

**ACS** shall be obligated to furnish only the services described in the Scope of Services.

Section headings and enumeration are inserted in this Agreement for convenience only and shall not be deemed to add or detract from or otherwise modify the meaning of the sections.

4. Standard of Care

The services provided by **ACS** under this agreement will be in accordance with generally accepted professional practices existing at the time of performance for the locality where the services are performed.

5. Access

If the performance of this Agreement requires **ACS**, its employees, subcontractors or agents to undertake work on premises owned or under control of the **CLIENT**, then the **CLIENT** shall grant access to the site for all necessary personnel and equipment of **ACS**.

6. Termination

This Agreement may be terminated if either party fails to substantially perform and does not commence correction of the nonperformance within five (5) days of written notice. On termination **ACS** will be paid for all authorized work performed up to the termination date plus termination expenses, such as but not limited to reassignment of personnel, subcontract termination costs, and related close out costs.

## 7. Hazardous Conditions

**CLIENT** shall inform **ACS** of the presence of any hazardous materials, substances, wastes, or conditions in or around the site of which the **CLIENT** is aware. **ACS** does not assume control of or responsibility for the site or any hazardous material, substance, waste, or condition in or around the site. **CLIENT** undertakes the responsibility for reporting to any federal, state, or local agencies any conditions at the site as required by law.

## 8. Indemnification

The **CLIENT** shall indemnify and defend **ACS**, by counsel selected by or acceptable to **ACS**, its officers, employees, subcontractors, and agents from all claims, damages, losses and expenses, not arising from the negligence of **ACS** in performing services, including but not limited to direct, indirect, or consequential damages, costs, attorney's fees and any assessments, remedial actions or response actions required by any governmental entity arising out of or relating to the presence, discharge, release, threatened release, escape of hazardous materials, substances, wastes, or conditions on or from the site, whether such escape or release is sudden or not.

## 9. Limitation of Liability and Risk Allocation

**CLIENT** and **ACS** have discussed their respective risks, rewards and benefits of the project and **ACS's** total fee for services. **CLIENT** and **ACS** have allocated the risk such that **CLIENT** agrees that **ACS's** total liability to **CLIENT** for any and all injuries, claims, damages, losses, costs, or expenses arising out of this Agreement from any cause or causes shall not exceed project fees. Such causes include, but are not limited to, **ACS's** negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## 10. Billing

Invoices will be issued by **ACS** for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1 1/2% per month will be charged on all past-due amounts starting 30 days after the date of the invoice. Payments will first be credited to interest and then to principal.

## 11. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

12. Choice of Law and Jurisdiction

The law of the state of Idaho shall govern the validity of this Agreement, its interpretation and performance, and any claims related to it. CLIENT consents to jurisdiction in the courts of Idaho and to venue in Blaine County.

13. No Third Party Beneficiaries

The services provided under this Agreement are solely for the CLIENT'S use. This Agreement gives no rights or benefits to anyone other than the CLIENT and ACS and is not intended to create in any person or entity the status of a third party beneficiary.

14. Integration

This Agreement and the Proposal constitute the entire Agreement between the parties and cannot be changed except by a written instrument and signed by all parties hereto. In the event of inconsistencies between the Proposal and this Agreement the Proposal shall control.

15. Force Majeure

ACS shall not be responsible or liable for damages or delay in performance caused by acts of God, accidents, or other events beyond its control.

16. Confidentiality

ACS agrees to keep confidential and not to disclose to any person or entity, other than ACS's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by ACS, or furnished to ACS and marked confidential by the CLIENT in the course of the performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to ACS, or which were acquired by ACS independently from third parties not under any obligation to the CLIENT to keep said data and information confidential. These provisions shall not apply to any information in whatever form that comes into the public domain through no fault of ACS, nor shall it be interpreted to in any way restrict ACS from providing information or data to an administrative agency or other authority with jurisdiction as may be required by law and subsequent to prior notification to CLIENT by ACS.

Assessment & Compliance Services

Client

By: Jane L. Rosen

By: [Signature]

Title: Owner

Title: WRA Chair

Date: 9/5/24

Date: 9/9/24

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/24/2024

**District:** Gateway District

**STAFF:** LH

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**SUBJECT:** Authorize Board Chair and the Executive Director to provide written notice to the Seller of the Agency’s election to proceed with the Financing Contingency Period by October 7 Subject to Certain Conditions.

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

On August 6, 2024 HURA Board voted to direct the preparation of a purchase and sale agreement for the Agency’s acquisition for 105 Empty Saddle Trail, Hailey for the purposes of a public parking lot.

August 13, 2024 the seller contacted the HURA chair and staff to suggest an alternate proposal: that HURA purchase 111 Empty Saddle, a developed parking lot due west of the current parcel (105 Empty Saddle Trail) under consideration.

On August 20, 2024 HURA Board approved the Real Property Purchase and Sale Agreement (PSA) for 111 Empty Saddle under Resolution 2024-013 with direction to Agency staff to finalize the PSA. The PSA has an effective date of August 22, 2024.

The period to conduct due diligence and title review has commenced, which period expires on October 7, 2024.

Under the PSA, unless the Agency notifies the seller in writing, on or before the end of the due diligence period of the Agency’s election to proceed with the financing contingency period, the PSA will be canceled (unless otherwise agreed to) and the Deposit will be returned immediately to Buyer.

Staff is requesting that the Board provide authority, subject to certain conditions, to the Board Chair or Executive Director to provide written notice to proceed with the financing contingency period on or prior to expiration of the due diligence period. Staff will update the Board as to the due diligence items underway.

Attachments:

- a) [Real Property Purchase and Sale Agreement](#)
- b) [Phase 1 Environmental Site Assessment](#)

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to authorize Board Chair to sign written notice to the Seller of the Agency’s election to proceed with the Financing Contingency Period by October 7, 2024 Subject to Certain Conditions.

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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**  
**111 Empty Saddle Trail, Hailey, Idaho**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("**Agreement**") is made by and between Williams Family Trust, Latham Williams, Trustee (the "**Seller**"), and the URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and known as the HAILEY URBAN RENEWAL AGENCY (the "**Buyer**"). Seller and Buyer may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date**" of the Agreement is the last date signed by both Seller and Buyer.

RECITALS

A. Seller is the owner of a surface parking lot approximately 0.33 acres in the City of Hailey, Blaine County, Idaho, as legally described and approximately depicted on Exhibit A attached hereto, including any and all rights, easements, water and mineral rights, tenements, privileges, road and access rights, and ditch rights, appurtenant to the real property (collectively "**Property**").

B. Seller also has the authority to allocate nine (9) in-lieu parking credits as an appurtenance to the Property (the "**Parking Credits**") as established by the Saddle River Subdivision Development Agreement, recorded as Instrument No. 507867 on August 5, 2004, in the real property records of Blaine County, Idaho, and as subsequently amended by the First Amendment to the Saddle River Subdivision Development Agreement, recorded as Instrument No. 544996 on February 23, 2007, in the real property records of Blaine County, Idaho, and as further amended by the Second Amendment to Saddle River Subdivision Development Agreement, recorded as Instrument No. 700970 on June 30, 2023, in the real property records of Blaine County, Idaho (collectively, **Property**, includes the **Parking Credits**).

C. The Property is located in the Gateway District revenue allocation area as created by the Urban Renewal Plan for the Gateway District Urban Renewal Project (the "**Plan**"). Buyer has identified the Property as a site for a public paid surface parking lot.

D. Buyer desires to purchase the Property from Seller in order to make such public improvements related to supporting the functionality as a public paid surface parking lot, and Seller desires to sell the Property to Buyer for it to be developed with public improvements and used for said public purpose.

E. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, based on the terms and conditions in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. PROPERTY. Seller agrees to sell, transfer, and convey all right, title, and interest in the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for a purchase price and subject to the terms and conditions set forth in this Agreement.



2. PURCHASE PRICE. Buyer will pay to Seller the following for the Property: ONE MILLION FIFTY-TWO THOUSAND, ONE HUNDRED AND NO/100 DOLLARS (\$1,052,100.00) (the "**Purchase Price**").

Buyer will pay the Purchase Price as follows:

(a) Deposit. Buyer will deposit Five Thousand and No/100 Dollars (\$5,000.00) (the "**Deposit**") as earnest money in escrow with Blaine County Title, 360 Sun Valley Road, Ketchum, Idaho 83340 (the "**Escrow Agent**") within five (5) business days after the Effective Date, along with a copy of the fully executed Agreement. The Deposit will be applied as a credit toward the Purchase Price at Closing. The Deposit shall be in the form of a certified or cashier's check or the wire transfer to Escrow Agent of immediately available U.S. federal funds. If Buyer fails to timely make the Deposit within the time period required, Seller may terminate this Agreement by written notice to Buyer, in which event the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

(b) Additional Deposit. Buyer will deposit Ninety-Five Thousand and No/100 Dollars (\$95,000.00) (the "**Additional Deposit**") in escrow with the Escrow Agent, in the event the Buyer elects to proceed with the transaction in writing, within five (5) business days after the expiration of the Financing Contingency Period. The Additional Deposit will be applied as a credit toward the Purchase Price at Closing. The Additional Deposit shall be in the form of a certified or cashier's check or the wire transfer to Escrow Agent of immediately available U.S. federal funds. If Buyer fails to timely make the Additional Deposit within the time period required, Seller may terminate this Agreement by written notice to Buyer, and the Deposit will be paid immediately to Seller, in which event the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

(c) Buyer will pay the remainder of the Purchase Price in additional cash, or other immediately available funds, subject to applicable deposits, proration, credits, or other adjustments required by this Agreement, at Closing.

3. PROPERTY USE. The Property is intended to be used as a public paid surface parking lot together with public improvements related to supporting its functionality as a public paid surface parking lot.

4. TITLE REPORT AND OBJECTIONS.

(a) Within five (5) days after the Effective Date, Seller will cause Blaine County Title, 360 Sun Valley Road, Ketchum, Idaho 83340 (the "**Title Company**") to deliver a current Preliminary Title Report and copies of all exceptions ("**Title Report**") for a standard coverage owner's policy of title insurance policy in the amount of the Purchase Price ("**Title Policy**") for the Property to Buyer and Seller. Seller will pay for a standard owner's coverage Title Policy. Buyer will pay for any desired extended coverage and endorsement. If Buyer is dissatisfied with any exception in the Title Report, then Buyer may: (i) cancel this Agreement by giving written notice of cancellation to Seller prior to the expiration of the Due Diligence Period (defined below), and the Deposit will be returned to Buyer, or (ii) provisionally accept the title by written notice to Seller prior to the expiration of the Due Diligence Period (defined below) subject to Seller's agreement to cause the removal of Buyer's disapproved exceptions or objections. Seller will notify Buyer in

writing within five (5) days after receiving Buyer's written notice of disapproval of any exception or provisional acceptance of the title whether Seller intends to remove or address such exception. Seller's lack of response will be deemed as Seller's agreement to remove the objectionable exceptions (or obtain title insurance endorsements to address if acceptable to Buyer) prior to Closing. If written notice of dissatisfaction is not given by Buyer to Seller prior to the expiration of the Due Diligence Period, then Buyer will be deemed to have approved of the condition of the title of the Property as shown by the Title Report.

(b) Seller's conveyance of the Property will be free and clear of all liens, encumbrances, and other exceptions of title, except the liens of taxes and assessments not yet due and payable, and those exceptions approved or deemed approved by Buyer pursuant to this Agreement ("**Permitted Exceptions**").

(c) In the event the Title Report is amended to include new exceptions that are not set forth in a prior Title Report, Buyer will have the ability to object to such new exceptions or cancel this Agreement and receive a refund of the Deposit, subject to Seller's agreement to cause the removal of any new disapproved exceptions or objections. If Seller does not intend to remove such exceptions and objections before Closing, then Buyer may elect in writing to: (i) have the Deposit (and if occurring following the Financing Contingency Period, the Additional Deposit) returned to Buyer upon demand and all obligations will terminate, or (ii) Buyer may waive such objections and the transaction will close as scheduled.

(d) Buyer may request a supplement to the Title Report at any time prior to Closing.

#### 5. DUE DILIGENCE PERIOD.

(a) Due Diligence Period. Buyer will have forty-five (45) calendar days after the Effective Date ("**Due Diligence Period**"), at Buyer's sole cost, within which to conduct and approve any investigations, studies, or tests deemed necessary by Buyer, in Buyer's sole discretion, to determine the desirability and feasibility of acquiring the Property, including, but not limited to, Buyer's right to review and approve the title, the Seller Materials (defined below), and any other reports or tests desired by Buyer. Buyer may terminate the Agreement for any reason during the Due Diligence Period. In conducting any inspections, investigations or tests of the Property, Buyer and its agents and representatives shall: (i) not disturb the tenants or interfere with their use of the Property pursuant to their respective leases; (ii) not interfere with the operation and maintenance of the Property; (iii) not damage any part of the Property or any personal property owned or held by any tenant or other third party; (iv) not injure or otherwise cause bodily harm to Seller or its respective agents, guests, invitees, contractors and employees or any tenants or their respective guests or invitees; (v) comply with all applicable laws; (vi) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (vii) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (viii) repair any damage to the Property resulting directly or indirectly from any such inspection or tests; and (ix) not reveal or disclose prior to Closing any information obtained by Buyer prior to Closing concerning the Property and the Seller Materials to anyone other than the Permitted Outside Parties, or except as may be otherwise required by law.

(b) Seller Materials. Seller agrees to deliver to Buyer within five (5) business days after the Effective Date of this Agreement all information in Seller's possession, including a copy of all agreements, surveys, reports, engineering reports or tests, soil tests, water tests, environmental tests, income reports, maintenance agreements, previous title commitments, and other information related to and regarding the Property, at no cost to Buyer ("**Seller Materials**").

Within that same time frame, Seller will also provide sufficient information confirming Latham William's authority to sign as Trustee on behalf of the Williams Family Trust. To the extent permitted by law, Buyer will keep all such deliveries confidential except for contacts with professionals such as lawyers, engineers, accountants, or brokers who are assisting Buyer with this transaction ("**Permitted Outside Parties**"). Prior to the expiration of the Due Diligence Period, Seller will prepare in a form acceptable to the Buyer and the City a Notice of Allocation of Parking Credits evidencing the appurtenance of the Parking Credits to the Property. Seller will pay all costs related to the Notice of Allocation of Parking Credits.

(c) Right of Entry. Seller hereby grants to Buyer and Buyer's agents, employees, and contractors the right to enter upon the Property during the Due Diligence Period, at any time or times during regular business hours and upon reasonable advance written notice, to conduct its review. Buyer agrees to indemnify, protect, defend, and hold Seller harmless from any and all liabilities, claims, losses, or damages, including, but not limited to, court costs and attorneys' fees, which may be incurred by Seller because of the review, unless caused by the willful or negligent act or omission of Seller, its agents, guests, invitees, contractors, employees, or any tenants or their respective guests or invitees. Upon completion of its review, Buyer will restore the Property substantially to its condition existing immediately prior to its review.

(d) Cancellation. Unless Buyer so notifies Seller in writing, on or before the end of the Due Diligence Period of Buyer's election to proceed with the Financing Contingency Period, unless otherwise extended by the parties, this Agreement will be canceled and the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

## 6. FINANCING CONTINGENCY PERIOD.

(a) Financing Contingency Period. Buyer will have forty-five (45) days after the expiration of the Due Diligence Period to obtain financing acceptable to the Buyer (the "**Financing Contingency Period**").

(b) Cancellation. Unless Buyer so notifies Seller in writing, on or before the end of the Financing Contingency Period of Buyer's election to proceed with the purchase of the property, unless otherwise extended by the parties, this Agreement will be canceled and the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

(c) Deposit and Additional Deposit. If Buyer notifies Seller in writing that Buyer elects to proceed with the purchase of the property, which notification must be prior to or on the expiration of the Financing Contingency Period, the Deposit and Additional Deposit will become non-refundable to Buyer, except in the event of default by Seller or Buyer's permitted termination of this Agreement, but will be applied as a credit toward the Purchase Price.

## 7. CLOSING CONDITIONS.

(a) Buyer's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing:

(i) Seller's performance under this Agreement, including the delivery to Escrow Agent of all documents necessary for Closing; and

(ii) Title Company is unconditionally and irrevocably committed to issue to Buyer at Closing a Title Policy consistent with Paragraph 4, and the Notice of Allocation of Parking Credits will appear on the Title Report; and

If the foregoing conditions have not been satisfied by Closing, then Buyer will have the right by giving written notice to Seller and Escrow Agent, to cancel this Agreement, and the Deposit and the Additional Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

(b) Seller's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing:

(i) Buyer's performance under this Agreement, including the delivery to Escrow Agent, of all documents necessary for Closing.

8. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants the following to Buyer as of the Effective Date and again as of Closing:

(a) There are no unrecorded leases, licenses, easements, liens, rights of first refusal, or encumbrances which may affect title to the Property;

(b) Seller and the Trustee on behalf of the Seller have full power and authority to execute, deliver and perform under this Agreement;

(c) There are no suits or claims pending or that are threatened with respect to or in any manner affecting the Property, nor does Seller know of any circumstances which should or could reasonably form the basis for any such suits or claims which have not been disclosed in writing to Buyer by Seller;

(d) The execution, delivery and performance of this Agreement does not and will not constitute a breach or default under any other agreement, law or court order under which Seller is a party or may be bound or involving the Property;

(e) No contracts affecting the Property between Seller and any third parties will be in effect from and after Closing.

Except as expressly set forth in this Agreement, (including as Seller's covenants and obligations), it is understood and agreed that Seller has not at any time made and is not now making, and specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to (i) matters of title, (ii) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (defined below) in, on, under or in the vicinity of the Property, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (iv) whether, and the extent to which, the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to

landslides, or the sufficiency of any under shoring, (vii) the presence of endangered species or any environmentally sensitive or protected areas, (viii) zoning or building entitlements to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (x) usages of adjoining Property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (xv) the merchantability of the Property or fitness of the Property for any particular purpose, (xvi) the truth, accuracy or completeness of the Seller Materials, (xvii) tax consequences, or (xviii) any other matter or thing with respect to the Property.

For purposes of this paragraph, Hazardous Materials” means any substance, material, or waste which is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of federal or Idaho law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, et seq. (33 U.S.C. § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a “hazardous substance” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903); (8) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. § 9601); or (9) determined by Idaho, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including underground storage tanks.

(f) SALE “AS IS, WHERE IS”. Sale “As Is, Where Is”. Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property “AS IS, WHERE IS, WITH ALL FAULTS,” except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller or any real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer’s consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer further represents and warrants that Buyer is capable of evaluating the merits and risks associated with the purchase of the Property. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or

non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations.

If Seller receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Seller will immediately notify Buyer in writing. All representations and warranties made in this Agreement by Seller will survive for one (1) year following the execution and delivery of this Agreement and Closing.

9. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of Closing that:

(a) Subject to Board of Commissioner approval identified above, Buyer has full power and authority to execute, deliver and perform under this Agreement;

(b) There are no actions or proceedings pending or threatened against Buyer which may in any manner whatsoever affect the validity or enforceability of this Agreement; and

(c) The execution, delivery and performance of this Agreement have not and will not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound.

If Buyer receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Buyer will immediately notify Seller in writing. All representations and warranties made in this Agreement by Buyer will survive for one (1) year following the execution and delivery of this Agreement and Closing.

10. CONTINUING OPERATION OF PROPERTY. Seller agrees that, between the Effective Date and Closing or any earlier termination of this Agreement, Seller will continue to operate the Property as currently operated by Seller, maintain the Property in its current condition and perform required and routine maintenance as may be required, including maintenance of the landscaping, not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property, not restrict, rezone, file or modify any development plan or zoning plan or establish or participate in the establishment of any improvement district with respect to all or any portion of the Property, or not further cause or create any easement, encumbrance, or mechanic's or materialmen' liens, and/or similar liens or encumbrances to arise or to be imposed upon the Property or any portion thereof.

11. BROKERS' COMMISSION. Seller warrants to Buyer that it has not dealt with any finder, broker or realtor in connection with this Agreement. Buyer warrants to Seller that it has not dealt with any finder, broker, or realtor in connection with this Agreement. If any person will assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with this Agreement the party under whom the finder or broker is claiming will indemnify, defend, protect and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness

fees and court costs in defending against such claim. The provisions of this Section will survive cancellation of this Agreement or Closing.

12. CLOSING AND CLOSING DELIVERIES.

(a) Closing, is the date of the recording of the Deed (defined below), which will be on a date selected by Seller and contained in a written notice to Buyer delivered at least 30 days prior to the selected date, but which written notice may not be received by Buyer later than June 3, 2025 (“Closing”). Agency staff may elect to extend the Closing for thirty (30) days without Board approval. Buyer is aware that Seller intends to perform an Internal Revenue Code Section 1031 tax-deferred exchange. For purposes of accommodating the 1031 exchange, Seller may further elect to extend the Closing for thirty (30) days without Board approval. The Closing date shall be no later than September 1, 2025. Following the expiration of the Financing Contingency Period and Buyer’s election to proceed under Section 6, should Seller 1) terminate this Agreement; or 2) fail to deliver a written notice of the selected Closing date as set forth in the paragraph; or 3) deliver a written notice of the selected Closing date as set forth in this paragraph, but fail to close by September 1, 2025, Seller shall be deemed to have breached the Agreement and Buyer may exercise the remedies set forth in Section 14.

(b) Prior to Closing, Seller will deposit with the Escrow Agent a properly executed and acknowledged warranty deed in a form agreed to by Seller and Buyer (“Deed”) subject only the Permitted Exceptions. After all of the conditions as set forth in this Agreement have been met, Buyer will, on or prior to Closing, deliver to Escrow Agent the balance of the Purchase Price.

(c) {INTENTIONALLY DELETED}

(d) Prior to Closing the parties will deposit with the Escrow Agent a fully executed Notice of Allocation of Parking Credits, which will be recorded prior to the Deed.

(e) Each party will execute additional documents as reasonably required by the Title Company to obtain the Title Policy and complete Closing.

(f) Seller will pay (i) the costs of releasing all liens and other encumbrances that are to be released, (ii) one-half of the fees and costs due Escrow Agent for its services, (iii) the premium for a standard owner’s Title Policy and any endorsements Seller may have agreed to under paragraph 4 to resolve a title exception; and (iv) all other costs to be paid by Seller under this Agreement. Buyer will pay (i) one-half of the fees and costs due Escrow Agent for its services, (ii) the premium and costs for an extended coverage Title Policy and any endorsements as desired by Buyer; and (iii) all other costs to be paid by Buyer under this Agreement. Except as otherwise provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein.

(g) All real estate taxes, assessments, rents, and profits will be prorated through Closing.

(h) Any other closing costs not specifically designated as the responsibility of either party or in this Agreement will be paid by Seller and Buyer according to the usual and customary allocation by Escrow Agent.

(i) Seller will deliver exclusive possession of the Property to Buyer at Closing.

13. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

14. REMEDIES. If Seller breaches this Agreement, Buyer may: (i) by written notice to Seller and Escrow Agent, cancel this Agreement and the Deposit (and if the breach occurs following the deposit of the Additional Deposit with the Escrow Agent, the Additional Deposit) will be paid immediately by Escrow Agent to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation hereunder; or (ii) seek specific performance against Seller; or (iii) seek any other remedies available in law or equity. All remedies are cumulative. If Buyer breaches this Agreement, as its sole remedy Seller will be entitled to retain the Deposit (and if the breach occurs following the deposit of the Additional Deposit with the Escrow Agent, the Additional Deposit) as Seller's agreed and total liquidated damages. Seller agrees and acknowledges that it would be difficult or impossible to determine Seller's exact damages and the liquidated damages are a reasonable estimate of such damages, and Seller hereby waives any right to seek any equitable or legal remedies against Buyer. Buyer and Seller specifically acknowledge that if Buyer is unable to close due to its failure to obtain financing or loss of its financing commitment after the expiration of the Financing Contingency Period, Buyer shall be deemed to have breached this agreement and the Deposit and the Additional Deposit will be paid immediately by Escrow Agent to Seller.

15. RISK OF LOSS. If the Property is materially damaged by fire or other cause or is or will be the subject of a condemnation action, the Buyer may terminate this Agreement in writing and receive a return of the Deposit (and if the loss occurs following the deposit of the Additional Deposit with the Escrow Agent, the Additional Deposit).

16. ATTORNEYS' FEES. If there is any litigation to enforce any provisions or rights arising from this Agreement, the unsuccessful party in such litigation, as determined by the court, agrees to pay the prevailing party, as determined by the court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the prevailing party, such fees to be determined by the court.

17. NOTICES.

(a) Addresses. Except as otherwise required by law, any notice required or permitted hereunder will be in writing and will be given by personal delivery, or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as a party may designate in writing pursuant hereto, or by tested electronic means with a confirmation of receipt by the party, or any express or overnight delivery service (e.g., Federal Express), delivery charges prepaid:

If to Seller: Williams Family Trust  
Attn: Latham Williams, Trustee  
PO Box 3639  
Ketchum, ID 83340  
Tel: (208) 720-7369  
Email: lathamwilliams@me.com

If to Buyer: Urban Renewal Agency of the City of Hailey  
Attn.: Lisa Horowitz, Executive Director  
115 Main Street, Suite H



Hailey, ID 83333  
Tel.: (208) 788-4221  
Email: [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org)

(b) Effective Date of Notices. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by telex, or telecopies, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice will be deemed to have been received on the date on which the notice is received if notice is given by personal delivery, the date of receipt by email upon confirmation of receipt, and on the second (2nd) day following deposit in the U.S. Mail, if notice is mailed. If escrow has opened, a copy of any notice given to a party will also be given to Escrow Agent by regular U.S. Mail or by any other method provided for herein.

18. GOVERNING LAW/JURISDICTION/VENUE. This Agreement will be governed by and construed or enforced in accordance with the laws of the State of Idaho. In regard to any litigation which may arise in regard to this Agreement, the parties will and do hereby submit to the jurisdiction of and the parties hereby agree that the proper venue will be in the Fifth Judicial District of Blaine County, Idaho.

19. TIME OF ESSENCE. Time is of the essence of this Agreement. However, if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday, or legal holiday, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, or legal holiday, and the successive periods will be deemed extended accordingly.

20. COUNTERPARTS. This Agreement may be executed electronically and/or in any number of counterparts. Each party may rely upon any facsimile or counterpart copy as if it were one original document.

21. RECITALS AND EXHIBITS. All recitals and Exhibits to this Agreement are fully incorporated herein and made a part hereof.

22. SEVERABILITY. If any provision of this Agreement is unenforceable, the remaining provisions will nevertheless be kept in effect.

23. NO JOINT VENTURE. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture or other joint or equity type agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or will be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation will have any right or cause of action hereunder.

24. PUBLIC RECORDS. This Agreement and all other documents pertaining to the purchase and sale of the Property is subject to disclosure under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code, as may be amended.

25. ADDITIONAL PROVISIONS. Any additional provisions are set forth in the Addendum, Attachments, or Exhibits to this Agreement, if any, which Addendum, Attachments, or Exhibits may be attached hereto, if any, and, if attached, shall be made a part hereof and incorporated herein as if fully set forth.

26. ENTIRE AGREEMENT. This is the entire Agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. In the event any term or condition set forth herein is inconsistent with any term or condition set forth in any other document or agreement or this Agreement, the terms and conditions of this Agreement shall control. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the state of Idaho. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of, and bind, the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

27. GOOD FAITH AND COOPERATION. It is agreed by all parties hereto to act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

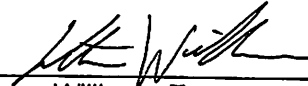
28. SELLER'S ACCEPTANCE. If an Agreement executed by Seller has not been delivered to the Agency by 5:00 p.m. M.S.T. on September 30, 2024, this Agreement shall be deemed revoked and null and void.

*[End of Text; Signatures Follow]*

EXECUTED EFFECTIVE as of the Effective Date.

**SELLERS:**

WILLIAMS FAMILY TRUST

By:   
Latham Williams, Trustee

Date: 8/22/24


**BUYER:**

URBAN RENEWAL AGENCY OF THE CITY  
OF HAILEY, a/k/a HAILEY URBAN  
RENEWAL AGENCY

By:   
Larry Schwartz, Chair

Date: 8/22/24

**ATTESTED TO:**

By:   
Secretary

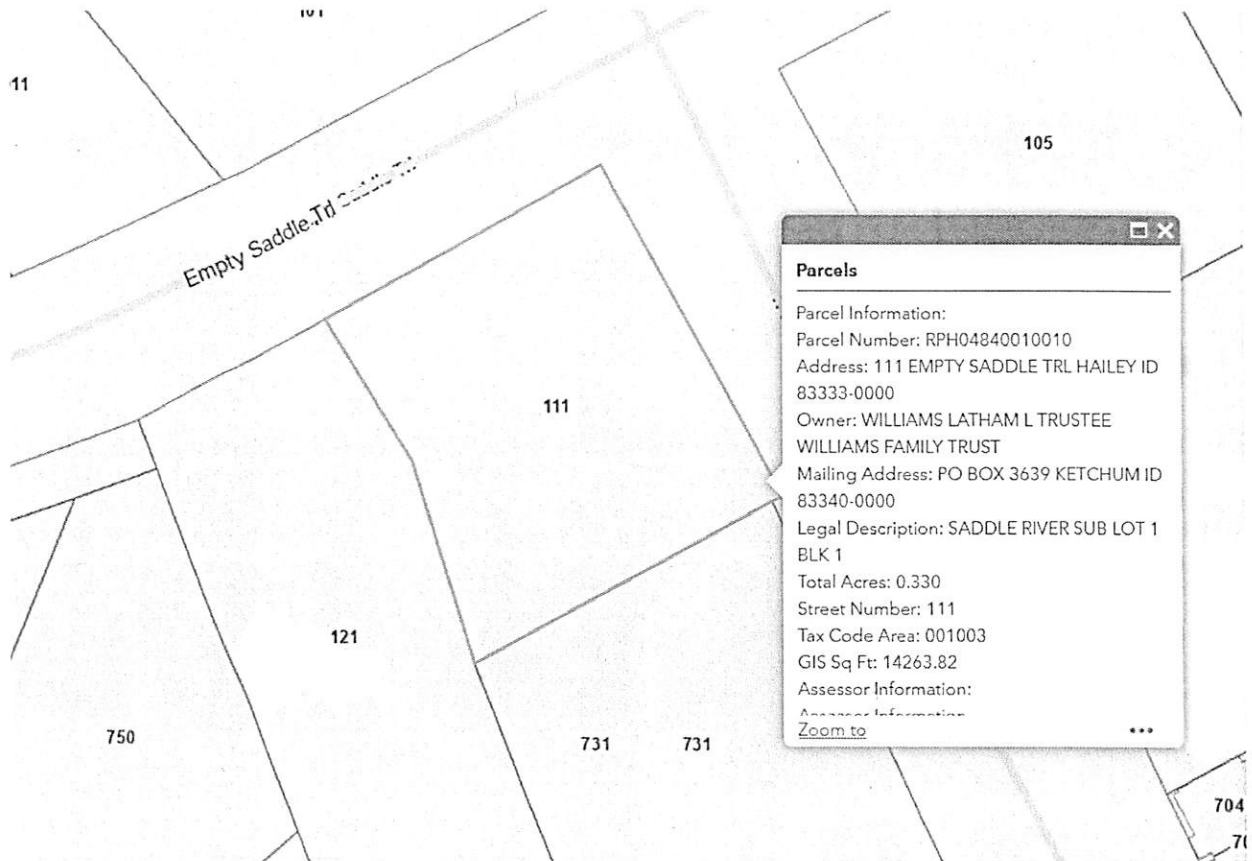
Date: 8/22/24

ATTACHED: Exhibit A – Legal Description and Property Depiction

**EXHIBIT A**

**LEGAL DESCRIPTION AND PROPERTY DEPICTION**

**SADDLE RIVER SUB LOT 1 BLK 1**





**ASSESSMENT AND COMPLIANCE SERVICES**

510 E Elm St., Hailey, ID 83333 Ph: (208) 788-5649

**PHASE 1**

**ENVIRONMENTAL SITE**

**ASSESSMENT**

**OF**

**111 EMPTY SADDLE TRAIL**  
**LOT 1 BLOCK 1 SADDLE RIVER**  
**SUBDIVISION**  
**HAILEY, ID 83333**

**SEPTEMBER 2024**

For More Information Contact:

Jane Rosen

**PHASE 1  
ENVIRONMENTAL SITE  
ASSESSMENT  
OF  
111 EMPTY SADDLE TRAIL  
LOT 1 BLOCK 1 SADDLE RIVER  
SUBDIVISION  
HAILEY, ID 83333  
SEPTEMBER 2024**

This site assessment has been performed by:



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Jane L. Rosen, B.S. Chemical Engineering With Over 15 Years Phase I/II Experience  
National Registry of Environmental Professionals #5681  
AHERA Asbestos Inspector

“I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Section 312.10.”

“I have the specific qualifications based on education, training and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

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## **1.0 INTRODUCTION**

### **1.1 PURPOSE**

The purpose of this Phase I Environmental Site Assessment is to identify and assess characteristics of the subject property that would be of environmental concern or, conversely, to reasonably illustrate the lack of site characteristics of environmental concern. Environmental concerns include aspects that would lead to liability in the event of ownership, that have a potential for impact on property value, that would impact the present or future use of the property, and that would create obligations with respect to proper or safe management of the property. Specifically, ACS identified current and prior conditions or practices at this, or neighboring properties, which may have resulted in the release of hazardous materials, thereby adversely impacting the subject site. This report documents ACS's findings, conclusions, and recommendations and is based upon information obtained and observations made on or before September 20, 2024.

### **1.2 INVOLVED PARTIES**

Assessment and Compliance Services (ACS) has been hired by the City of Hailey to perform this Phase I Environmental Site Assessment. This Phase I Environmental Site Assessment is being performed to help identify items of environmental concern prior to a proposed acquisition of the subject property for use as a public paid parking lot by the Hailey Urban Renewal Agency.

### **1.3 SCOPE OF WORK**

ACS has conducted this assessment using the American Society for Testing and Materials (ASTM) Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-05). ASTM has developed this assessment process to define good commercial and customary practice in the United States of America for conducting an environmental site assessment with respect to the scope of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and petroleum products. As such, the practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability; that is, the practice that constitutes “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined at 42 U.S.C. Section 9601(35)(B).

It should also be noted that:

No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this assessment is intended to reduce but not eliminate uncertainty regarding the existence of recognized environmental conditions in connection with a property, recognizing reasonable limits of time and cost.



## Scope of Work

The scope of work for this project consists of the following tasks:

- Task 1            Perform a site visit to visually assess indication of past and present hazardous materials handling activities and storage areas, including underground storage tanks. In accordance with ASTM standard E-1527, this includes a visual and physical observation of the property and any structure located on the property to the extent not obstructed by bodies of water, cliffs, adjacent buildings, or other impassable obstacles.
  
- Task 2            Conduct inquiries with select local, State, and Federal environmental regulatory agencies for records and comments that would help determine if past land use of the subject property or nearby property use has the potential to have an environmental impact on the subject property.
  
- Task 3            Review selected, available background and historical information such as aerial photographs, topographic maps, fire insurance maps, and available geologic references and reports.
  
- Task 4            Review reasonably ascertainable history of ownership of the subject property and selectively interview individuals familiar with this property and its management to help determine past and present operational practices.
  
- Task 5            Compile and analyze all data collected during the investigation in a report. Include photographs and other documentation. If warranted, make recommendations for additional site assessment work.

The scope of work for this environmental site assessment does not include sampling of air, surface water, soil, building materials, or ground water.

## **2.0 GENERAL SITE CHARACTERISTICS**

### **2.1 LOCATION**

Assessor's Parcel #: RPH04840010010  
Legal Description: Lot 1 Block 1, Saddle River Subdivision (0.33 acres)  
NW¼ NW¼ Section 09 Township 2N Range 18E, B.M.  
Physical Address: 111 Empty Saddle Trail, Hailey, Idaho 83333  
Present Owner: Williams Latham L Trustee, Williams Family Trust  
Present Use: Paved parking lot

### **2.2 ADJACENT PROPERTIES**

The subject property is in an area of residential and commercial use. The zoning of the subject property is B- Business within the Downtown Residential Overlay District and Development Agreement per the City of Hailey Zoning Map. The immediately surrounding properties are as follows:

North: Empty Saddle Trail borders the north side of the subject property with the Sawtooth Business Center (multi-office building) beyond.

East: N River Street is located adjacent to the east side of the subject property. Across the street is another paved parking lot for the old Bigwood 4 Cinemas with the movie theater building beyond.

South: The River Street Senior Housing apartments are located adjacent to the south side of the subject property.

West: Vacant land within the Bow and Arrow Subdivision that was previously part of the Justus Lateral Ditch (irrigation) is located west of the subject property. Beyond are private residences in the Northstar Meadows Subdivision.

Other properties in the nearby area include other commercial and residential properties. No industrial properties are located in the immediate area of the subject property. Two gas stations are located nearby; one located about 750 feet north (upgradient of the subject property) and another located about 760 feet to the southeast (cross gradient). Nothing unusual was noted in the subject area.

### **2.3 SITE DESCRIPTION AND CURRENT SITE USES**

The subject property presently consists of a paved parking lot. It is vacant except for two metal storage containers used by the owner to store furniture. The lot was originally constructed for overflow parking for the Bigwood 4 Cinemas across River Street which has since closed. Prior to construction of a parking lot, the property was vacant land behind residential structures (later becoming commercial) located along Main Street. River Street was extended through these older tax lots in about 2005, approximately the same time the existing parking lot was constructed on the subject property.

### **3.0 ENVIRONMENTAL SETTING**

The following information is provided to get an idea of the probable direction and rate of travel of potential contaminants at or near the subject property. In addition to the topography of the land, location of surface waters and prevailing wind conditions, the soil conditions and depth to groundwater are also important factors in determining contaminant movement. A contaminant can normally travel faster through soil which is more porous or has a higher permeability. Hard, dense material, such as bedrock, may inhibit downward or lateral movement, except as marred by occurrences such as cracks and fissures. Additionally, once a contaminant has reached a water source, be it surface or groundwater, it can travel at a much faster rate. This could result in larger clean-up areas and therefore greater cleanup costs, as more of an area may be affected. In some cases, water (or time) could dilute a contaminant to below threshold levels.

The following information is general in nature. It should be noted that general features could be changed by local occurrences. No sampling was performed as part of this report to verify local features. Therefore, the following information is only a likely description of the features in the area of the subject property. In order to verify the subject property conditions, testing must be performed.

#### **3.1 REGIONAL PHYSIOGRAPHIC CONDITIONS**

The subject property is located near the north end of the city of Hailey in Blaine County, Idaho. Hailey lies in a mountainous zone between the desert to the south and the rugged alpine Sawtooth Mountain region to the north. The elevation of the subject property is approximately 5,339 feet above sea level with an abrupt elevation change from the valley to the surrounding peaks extending over 7,000 feet above sea level. The subject property is within the Big Wood River Valley and is located approximately 1,400 feet east of the Big Wood River (at the closest point) which flows in a south/southeasterly direction in the area of the subject property. The topography near the subject property is fairly flat, though generally slopes down slightly to the southwest, toward the direction of flow of the Big Wood River.

Summers typically have warm days and cool nights with winter weather being typical of mountain valleys of this latitude and elevation. In winter, the average temperature is 22 degrees F at Hailey and the average daily minimum temperature is 11 degrees. In summer, the average temperature is 64 degrees and the average daily maximum temperature is about 81 degrees. The total annual precipitation is about 17 inches in Hailey. Of this, about 40% usually falls in April through September. The average seasonal snowfall is 86 inches at Hailey. The prevailing wind is from the southeast. Average wind speed is highest, 11 miles per hour, in spring.

#### **3.2 SOIL CONDITIONS**

The specific soil classification of the subject area was obtained from the United States Soil Conservation Service Soil Survey of Blaine County. The subject property is generally within the following soil area: 7

Soil #	Description	Location	Parent Material	Depth/ Drainage	Permeability	Water capacity/ Runoff	Major Uses	Precipitation/ Ave. annual temp
7	Balaam-Adamson complex, cool, 0-2% slopes	Stream terraces @ 5,200 to 6,000 feet	Mixed alluvium	Very deep/ well to excessively well drained	Moderately rapid in the upper 17-22 inches; very rapid below this depth	Low to very low	Hayland and pasture (irrigated)	16 inches; 41 °F

From this information, it appears that contaminants present in the soil would move moderately rapid through the top 17-22 inches of topsoils toward and then very rapidly toward the groundwater below. It should be noted that this information is very general in nature and actual conditions at the property may differ.

### 3.3 GEOLOGIC CONDITIONS

The subject property is located in the Big Wood River Valley. Geology of the Wood River area is a transition between the Cretaceous and Tertiary intrusive rocks and the Cenozoic terrains of the Snake River Plain volcanic province (Foley and Street, 1985). The valley is comprised of Quaternary terrace deposits which consist of unconsolidated boulders, cobbles, gravels, and sand (Rember and Bennet, 1979). These deposits may be as much as 70 feet thick. Soils of the valley have formed in a mixed alluvial fill. Many of the soils are quite gravelly and most are underlain by gravels and cobbles at moderately shallow depths. For the most part, these alluvial soils are well drained and textures are mostly medium (McClain and Eastlake, 1979).

### 3.4 GROUNDWATER CONDITIONS

Data indicates that the water quality of the ground water in the valley is better than that required by State and local water quality standards. Groundwater is used for irrigation and drinking water in the Big Wood River area. Groundwater in an alluvial-filled valley with an unconfined, homogeneous aquifer would be expected to move in a downstream direction toward the topographically low portion of the basin. This is the general flow pattern in the subject area, except as locally modified by geologic boundaries such as faults, bedrock, and lateral changes in permeability in the alluvial fill of the valley. Large-scale recharge to or discharge from the groundwater system also alters the flow pattern in the vicinity of the recharge or discharge area.

The following groundwater information was provided by the Idaho Department of Water Resources (DWR):

- Results of an Idaho Statewide Ground Water Quality Monitoring Program were provided by the DWR (Fiscal Year 1991 and 1993). The closest well information provided was for a well located in the SE¼ NW¼ S9 T2N R18E (about 0.3 miles south/southeast of the subject property; depth to aquifer = 20 feet) and one further northwest. The analysis results for these wells and others in the area were better than that required by the State Water

Quality Standards. None of the pesticides or volatile organic compounds that were tested for were detected.

- The DWR previously faxed ACS a graph entitled “Groundwater Contours: 1960-1996” which depicts the subject area and another dated spring 1991. According to this diagram, the water level near the subject property is about 5,320 feet above sea level. The gradients show the water flowing in a southerly direction. As the subject property is at an elevation of approximately 5,340 feet above sea level, the depth to water, according to this graph is approximately 20 feet below ground surface.
- ACS researched the DWR well data base on their web site for a list of registered wells in the subject area. There were 17 registered wells listed within the NW $\frac{1}{4}$ NW $\frac{1}{4}$  S9 T2N R18E with static water levels listed from 4 to 16 feet below ground surface. Two of these wells are under the name of Stan Johnson and Stan Johnson Jr. who at one time owned the subject property, though it is not possible to determine the exact locations of these wells; only one of the two (under Stan Johnson’s name) has an associated well log stating that it was a new well for domestic use and drilled in 1973. It is possible that the second listing under Stan Johnson Jr. (not dated but listed as on Empty Saddle Trail) is actually the closure for the well listed in 1973, though without a closure report, this is just a guess. ACS previously contacted the Idaho Department of Water Resources to find out if they could find a well closure log for this well. Prior to 2009, they did not require exact locations (only  $\frac{1}{4}$  sections) so the exact locations of many of the old well logs are not known; additionally, closure reports were not required until about 1997/1998. Both wells had a static water level of 12 feet and a total depth of 52 feet so the second one (not dated) may have been the closure listing for the original well.

From the above information, it appears that the ground water near the subject property flows in a southerly direction and is likely very shallow (likely less than 20 feet below ground surface); previous tests have shown that nearby groundwater is better than that required by State Water Quality Standards.

## **4.0 RESULTS OF INVESTIGATION**

### **4.1 SITE INSPECTION OBSERVATIONS**

A site inspection was performed by Ms. Jane Rosen of Assessment and Compliance Services (ACS) on September 13, 2024. Ms. Rosen was not accompanied during the site visit. A physical inspection of the subject property was performed to examine the property for evidence of hazardous materials, hazardous wastes, and other items of environmental concern. In addition, the immediate surrounding area was examined for environmental impairments or evidence of activities that could potentially affect the environmental integrity of the subject property.

At the time of the site visit, the subject property consisted of a vacant parking lot within the city limits. Electricity, natural gas, city water, city sewer services and garbage pick-up are available in the subject area. The property is presently connected to city water services for landscape irrigation and electricity for the light posts. ACS was able to find three of the property corner markers and the remaining approximate corner location was apparent from area surroundings.

Following is a description of pertinent observations:

- The subject property is a paved parking lot with a few areas of landscaping. Irrigation controls and sprinkler heads were observed in the landscaped areas. Light posts were observed in the landscaped areas and perimeter. A wood fence was observed along the west side of the lot.
- Two storm drains were observed on the subject property. One had water flowing into it at the time of the site visit. No indication of dumping of used oil or other contaminants was observed in or around these drains at the time of the site visit.
- Two metal storage containers were located on the property at the time of the site visit. The property owner advised that these contain furniture for his wife's business.
- Some sporadic garbage was observed in the landscaped areas; no trash of a hazardous nature was observed.
- No evidence of hazardous materials or petroleum products was observed on the property at the time of the site visit. No staining, piping that appeared related to underground storage tanks, unusual odors, apparent lack of vegetation or other indication of a hazardous material release was observed during the site visit.

#### Asbestos (Out of Scope Issue)

Before the 1978 EPA restriction on the use of asbestos containing building materials (ACBMs), asbestos was widely used in insulation, flooring materials (including vinyl tile and sheet vinyl), roofing materials, and wall materials. Other potential asbestos containing materials include roofing felt, fire retardant paper, electrical insulation and cement asbestos board. Asbestos is still allowed and present in certain building materials produced today. The following is discussed:

- No significant quantities of debris which typically contains asbestos was observed to be disposed of on the site at the time of the site visit.

Testing is the only way to determine whether potential asbestos containing materials actually do contain asbestos. Since asbestos containing material was not observed to be disposed of on site, ACS observed no evidence to indicate a present asbestos contamination problem on the property.

#### Polychlorinated Biphenyls (PCBs)

The manufacture, processing, commercial distribution, and use of PCB materials was prohibited as of January 1978, except when contained in a "totally enclosed manner". The Environmental Protection Agency (EPA), made case-by-case exceptions to these limitations if it determined that an unreasonable risk of injury to public health or the environment was not present. On January 1, 1979, the manufacture of PCBs was banned; commercial distribution of PCBs was banned on July 1, 1979. Equipment which may contain PCBs includes electrical transformers and fluorescent light ballasts. The following is discussed:

- The nearest pad-mounted electrical transformers were located across the streets from the subject property and appeared to be in good condition; no evidence of a release of oil was apparent.
- No debris which typically contains PCBs was observed to be disposed of on the site at the time of the site visit.

In summary, no evidence was observed to indicate that the presence of PCBs has affected the environmental integrity of the subject property.

#### Lead in Paint or Piping (Out of Scope Issue)

Some older paints and piping may contain lead paint or lead solder. The federal government banned lead-based paint from housing in 1978. Many paint manufacturers voluntarily stopped using lead in paint prior to the ban. The use of lead piping for new construction has been banned since 1986. ACS did not dig any dirt, perform any lead paint sampling or sample water to determine if lead contamination has occurred, as part of this scope of work. The following was observed:

- ACS did not observe significant quantities of paint chips or other typical lead containing materials on the property at the time of the site visit.

Testing is the only way to determine whether potential lead containing materials actually do contain lead. Since significant paint chips and lead containing materials were not observed to be disposed of on site, ACS observed no evidence to indicate a present lead contamination problem on the property.

## 4.2 ADJACENT SITE AND VICINITY OBSERVATIONS

The surrounding properties primarily consist of commercial and residential use. The following pertinent observations were made on the immediately adjacent properties and surrounding vicinity. It should be noted that the surrounding area was observed only from the subject property or public roadways.

- ACS observed no indications of environmental problems with the surrounding commercial and residential properties and adjacent vacant land. No indication of significant hazardous material use or storage was observed in the subject area.
- The nearest existing gas stations are Stinker Station at 1101 N Main Street, located approximately 750 feet north (upgradient) and Base Camp Hailey, 600 N. Main Street, located approximately 760 feet southeast (cross gradient) of the subject property. No visible indication of an environmental impact from these facilities was observed during the site visit.
- Surface drainage in the area would generally appear to flow down from the northeast toward the southwest. The subject property would not presently appear to receive drainage from adjacent properties due to the surrounding slopes and the elevated curb and gutter. ACS did observe storm drains in the area; storm drains in Hailey lead to drywells and therefore contaminants present in the storm water have direct access to subsoils and potentially groundwater below. Although there may be small quantities of petroleum products in area drainage from adjacent roads, it would not be expected to be of a quantity that would cause environmental impairment. ACS found no indication that surficial drainage flowing onto the subject property would be of concern.

In summary, no items of environmental concern were observed on the properties surrounding the subject property at the time of the site visit. No visible signs of environmental impairment was observed in the subject area.

## 4.3 RESULTS OF REGULATORY AGENCY REVIEW AND FILE SEARCH

### Regulatory Agency Information

Public records, available from local, State and Federal regulatory agencies, were reviewed to identify hazardous material incidents which may have affected the environmental integrity of the subject property. Various regulatory agencies were contacted to gather information on hazardous material incidents at or near the subject site. Agencies were either contacted by telephone, electronic mail or in person or documents published by them were reviewed. Agency documents available for review include lists of hazardous waste sites, hazardous waste handlers, and underground storage tank registrations. Because contaminants are capable of migrating through air, groundwater, surface water and soil, hazardous material incidents within a one-mile radius of the subject property were considered.



## AGENCY LIST REVIEW

The EPA Region 10 and Idaho Division of Environmental Quality (IDEQ) request that you research area information using their on-line databases, requesting more information via a Public Information Request, if additional information is needed. ACS reviewed their lists for information regarding known or suspected contamination problems in the area, as summarized in the following table:

List Reviewed	Search Distance	Sites Within Search Radius	Status
Federal NPL Sites (Envirofacts; 9/12/24)	1 mile	None	N/A
De-listed NPL Sites (Envirofacts; 9/12/24)	.5 miles	None	N/A
CERCLIS/CERCLIS NFRAP Sites (Envirofacts; 9/12/24)	.5 miles	None	N/A
RCRA CORRACTS (Envirofacts; 9/12/24)	1 mile	None	N/A
RCRA Non-CORRACTS: TSDs (Envirofacts; 9/12/24)	.5 miles	None	N/A
Federal RCRA Generator (Envirofacts; 9/12/24)	Property; adjoining property	None	N/A
Federal Institutional Control/ Engineering Control Registries (Envirofacts; 9/12/24)	Property only	None	N/A
Federal Emergency Response Notification System List (National Response Center, 9/12/24)	Property only	None	N/A
Federal Cleanup Sites (ECHO; Envirofacts; 9/12/24)	1 mile or less (as noted in other rows for type of action)	None	N/A
State NPL (IDEQ Public Records Response; Facility Mapper; 9/12/24, 9/16/24)	1 mile	None	N/A
State CERCLIS Sites (IDEQ Public Records Response; Facility Mapper; 9/12/24, 9/16/24)	.5 miles	None	N/A
State landfill sites (lists provided By the IDEQ on 7/11/96)	.5 miles	None *	N/A
State LUST Sites (IDEQ LUST/UST Site Finder; 9/12/24)	.5 miles	Basecamp Hailey, 600 N Main St;  Sawtooth Food & Deli, 703 N. Main St	Clean-up Complete For All LUST Sites
State UST Sites (IDEQ LUST/UST Site Finder and Facility Mapper; 9/12/24)	Property; adjoining property	None	N/A
State Institutional Control Sites (IDEQ Public Records Response; Facility Mapper; 9/12/24, 9/16/24)	Property only	None	N/A
State Voluntary Cleanup Sites (IDEQ Public Records Response; Facility Mapper; 9/12/24, 9/16/24)	.5 miles	None	N/A
State Brownfield Sites (IDEQ Public Records Response; Facility Mapper; 9/12/24)	.5 miles	None	N/A

TSDs = Transportation, Storage or Disposal Facilities (hazardous waste); LUST = Leaking Underground Storage Tank; UST = Underground Storage Tank; RCRA = Resource Conservation and Recovery Act (hazardous waste); CORRACTs = Corrective Action Sites (under RCRA); NFRAP = No Further Remedial Action Planned

ACS further researched/evaluated the following sites:

- State Landfill Sites\*:

The list of solid waste disposal facilities in Idaho is not very detailed, nor complete. There were two old dumps listed in Hailey: Hailey City (2 acres) and Hailey Dump (5 acres; T2N R18E S16). The exact locations of both dumps were not provided; however, the Hailey Dump would have to be quite distant from the subject property (almost 1 mile south), due to the Section location. The other dump is likely the dump which used to be located where Lion's Park is at present, about 0.6 miles south/southwest of the subject property, across the Big Wood River. Neither of these locations is up-gradient of the subject property and therefore contamination from these sites would not be expected to migrate toward the subject property. Persons interviewed that were familiar with the area have not identified any solid waste disposal sites near the property. Evidence of nearby historic landfills was not observed in historical aerial photographs of the subject area.

- LUST Sites:

All of the LUST sites are presently considered closed sites; remediation is complete. None were on or adjacent to the subject property. The sites were cleaned up to the satisfaction of the IDEQ; it does not appear that any of these leaking underground storage tank sites have affected the environmental integrity of the subject property.

- Lions Park, Brownfield Site:

This site is located down-gradient from the subject property on the other side of the river. Because it is almost within the search distance, it was researched further, as follows:

- The following is written on the EPA Website:

The city of Hailey owned the property since 1950. Prior to use as an unregulated landfill from 1950-1964, the property was undeveloped floodplain adjacent to the Wood River. From 1950-1964, the property was used as a dump for household and construction waste. The property was closed and capped in 1964 and a baseball field was constructed over the landfill in 1981. The approach area to the landfill is undeveloped. The approach area is the property that is of interest to the city in terms of redevelopment as improved open space/parking. It is not expected that the approach area is contaminated with landfill debris, however soil and groundwater conditions in the areas of the proposed redevelopment are unknown.

- Phase II Environmental Site Assessment Report July 2009

This additional work was performed to evaluate an additional area of Lion's Park for the potential of environmental impacts posed by the site's past use as a landfill at the southern end of the site. The city of Hailey and the Wood River Land Trust have plans to convert a 14,000 SF area of the southern part of the park into a nature preserve and wetland including excavating the fill and revegetating the area. The northern area was previously investigated and showed high metal concentrations in the soils; additional sampling was performed in the northern area. Groundwater collected had no VOC detections and minimal detections of multiple PAH compounds, none exceeding the respective IDTLs. None of the groundwater

samples collected had detections of pesticides, PCBs or herbicides. There were several detections of metals in the groundwater with none exceeding the IDTLs.

ACS submitted another public records request to the Idaho DEQ last year to determine the current status of this property; however, the latest report on file was the July 2009 report described above. Based upon the lack of levels of contaminants exceeding IDTLs that were found in area groundwater and its distant, downgradient location, it is this assessor's opinion that it is unlikely contamination from this property will impact the subject property.

- DEQ Public Records Request:  
ACS submitted a public records request to the Idaho DEQ on 9/11/24. ACS requested information regarding the subject property and area. On 9/16/24, ACS received a return with no relative information on the property.

#### AGENCY INTERVIEWS

- Nolan Hamm, District Health Department, 9/12/24  
Mr. Hamm was requested to look for well and septic permits on the property. He was specifically asked to look under the old address of the home that was previously part of this property. Mr. Nolan responded: we have no documentation on 801 N Main St.
- Mike Baledge, Hailey Fire Marshall, 9/16/24  
Mr. Baledge was questioned about any incidents on or near the subject property that may have impacted the environmental integrity. Mr. Baledge replied on 9/16/24, "No records of any incidents."
- Kelly Schwarz, Street Superintendent, 9/16/24  
Mr. Schwarz was questioned about any incidents of dumping or spills or petroleum/chemical releases near the property or into nearby storm drains. He advised he had nothing reported on that property.

From reviewing the above information, ACS found no recorded off-site sources of contamination that appeared to cause environmental impairment to the subject site. It should be noted that these lists and interview information only indicate reported incidents. It is possible that there are contamination problems which have not yet been reported or do not yet appear on these lists.

#### **4.4 RESULTS OF SITE HISTORY/LAND USE REVIEW**

A historical land use survey was conducted to help determine past uses of the subject property and surrounding land. A historical land use survey helps determine how the past history of a site may have affected its environmental integrity. Following is a list of the sources reviewed and the information obtained from each source.

Brief Area History from the Soil Survey of Blaine County Area, Idaho, United States  
Department of Agriculture, Soil Conservation Service, Issued May 1991

The first permanent settlers in the Wood River Valley arrived in 1879. They mined galena, which is a combination of silver, zinc, and lead. Some gold was also mined. Between 1880 and 1885, the Wood River Valley was "booming" in silver and lead mining. The Philadelphia Smelter was located along the west side of the Big Wood River, near the north end of Ketchum. In 1883, the first railroad line in the area was established. A decline in the price of silver in the early 1890s caused the end of the early mining era in the Valley.

By the 1890s the emphasis of the area's business revolved around the Union Pacific Railroad. The railroad had previously been used to haul freight and ore for the mines. This changed to the shipment of sheep; Ketchum ranked second after Sydney, Australia for the most sheep shipped on railroad. The area's economy was related primarily to the sheep industry until the 1930s when the depression caused a decline in sheep ranching.

In 1936, Sun Valley was selected as the ideal area to develop a ski resort. The railroad's main shipment became skiers instead of ore and sheep from 1937 until the mid-1960s. Train service to the area ended in about 1965 and the line was officially abandoned in the early 1980s. In 1965, the Janss Corporation purchased the Sun Valley Resort from the Union Pacific Railroad. The Sun Valley Resort is currently owned by the R. Earl Holding family, who purchased the company from the Janss Corporation in April 1977.

Historic Hailey, A Nineteenth Century Town, Chamber of Commerce Pamphlet, Not Dated

Alexander Ross led a band of trappers into the area in 1824. The first mining claim was filed in the Gold Belt west of Hailey in the summer of 1865. Settlers and miners, however, did not come to the area in earnest until 1879. On July 1, 1881, the first shipment of ore (11 tons) left Hailey, containing 154.5 ounces of silver to the ton. The mining boom continued until the mid-1890s when many of the veins played out and the bottom fell out of the silver market. John Hailey filed a homestead on the future town site of Hailey in 1879; the town site was officially platted on May 10, 1881. In 1882, when the Town Company sold to the Idaho and Oregon Land Improvement Company for \$100,000, the transaction included 2,500 acres in Quigley Gulch (east of town) and 8,000 acres in Croy Gulch (west of town). On August 24, 1882, the town site was amended, expanding from 72 blocks to 140 blocks. This annexation process would continue throughout Hailey's history, reaching a peak with the Woodside extension to the south in the 1970s and the Northridge addition to the north in the 1980s.

Sanborn Fire Insurance Maps

Sanborn Maps are available for Hailey, Idaho dating 1888 until 1931, however, the subject property was outside the city limits shown on these maps. Therefore, no additional information was obtained from this source.

## Metsker Maps

Metsker Maps were available from the Community Library in Ketchum, Idaho. These maps depict land ownership and mining claims outside of the city limits and are dated 1939. The subject property is shown to be part of a larger parcel owned by T. J. Cutler at this time. These maps do not depict any mines or mine claims near the subject property; the nearest mine claim is in Section 8 (Chief of the Hill), about 0.5 miles west/southwest of the subject property, across the Big Wood River.

## Topographic Maps

1967 7.5 Minute Series, Topographic USGS Maps of the Hailey Quadrangle was reviewed. This map was made from aerial photographs taken 1966 and field checked in 1967. At this time there are no structures shown on the subject property. The nearest structures to the subject property included a few smaller structures to the northeast, fronting on Main Street.

An elevation point near the subject property is shown as 5,335 feet above sea level. The nearby elevation contours show the surrounding land sloping down toward the southwest. There is an intermittent stream (canal) depicted west of the subject property, originating from the Big Wood River approximately 2,000 feet northwest. The Big Wood River is approximately 1,400 feet west of the subject property. No symbols indicating tanks, dumps, mines or tailings piles are located near the property.

## Mines and Prospects, Hailey Quadrangle, Idaho, 2<sup>nd</sup> Edition, Idaho Geological Survey

This publication includes a map showing mining properties in the subject area. No mines are shown near the subject property, though several are shown in the hills to the west (across the river), the nearest being Mine #307, Ada Jane and Bismuth Claims. No period of production or ore/tailings quantities are shown; production commodities are listed as stone. Other mines are shown further north along Croy Canyon which would not drain toward the subject property. It appears unlikely that the existence of these mines/prospects would impact the subject property.

## Aerial Photographs

The following historical aerial photographs/maps were reviewed:

- 1943: Blaine County GIS  
A dirt road extends through the property and there appears to be a small shed-sized object. Structures are visible east of the subject property and the irrigation ditch is visible to the west.
- 6/29/51: Photograph CVO-5G-158, Blaine County Historical Museum, Hailey, Idaho  
A few small items (maybe sheds, vehicles or piles of items) are visible on the property but no permanent structures are apparent.

- 8/20/57: Photograph CVO-4T-106, Blaine County Assessor Office, Hailey, Idaho  
What may be a small shed is visible behind the south tax lot; rows of trees are visible further east. The subject area of the north tax lot appears vacant.
- 9/3/64: Photograph CVO-2EE-27, Blaine County Historical Museum, Hailey, Idaho  
What appears to be rows of trees are located east of the subject area of the south tax lot. No structures are visible on the subject property. A bridge across the irrigation ditch is visible.
- 8/9/69: Photograph CVO-1KK-160, Blaine County Historical Museum, Hailey, Idaho  
No significant changes are apparent.
- 7/7/76, Earth Explorer and 1978 Photograph From a Report on a Nearby Property  
No significant changes are apparent.
- 5/04/83: Aerial Photograph From Blaine County Planning and Zoning Office, Hailey, ID  
A small shed like structure is visible on the north side of the property.
- 8/26/83: Aerial Photograph From Blaine County Planning and Zoning Office, Hailey, ID  
No significant changes are apparent.
- 6/23/86: Aerial Photograph From Blaine County Planning and Zoning Office, Hailey, ID  
What appears to be a shed and few other smaller items are visible on the property.
- 8/8/92, Google Earth, Aerial Photograph  
No significant changes are apparent. The property appears primarily vacant. The irrigation water in the ditch is no longer visible.
- April 1995, Blaine County Planning and Zoning Office, Hailey, Idaho  
Rows of trees are visible on the subject property. What appears to be a shed is located on the ditch property to the west.
- 6/24/95: Aerial Photograph, Blaine County Planning and Zoning Office, Hailey, Idaho  
No significant changes are apparent.
- 6/7/97: Aerial Photograph, Blaine County Planning and Zoning Office, Hailey, Idaho  
No significant changes are apparent. The trees do not extend as far west and the west end of the property appears to be a dirt lot with a few cars.
- 8/27/98: Google Earth, Aerial Photograph  
No significant changes are apparent.
- 8/8/02: Aerial Photograph From Blaine County Planning and Zoning Office, Hailey, Idaho  
No significant changes are apparent. Trees and a couple vehicles are visible on the subject property.

- 6/2/03, Google Earth, Aerial Photograph  
No significant changes are apparent. The greenhouse is visible to the east.
- 12/31/03, Google Earth, Aerial Photograph  
The two tax lots now appear vacant. The buildings to the east of the subject property are no longer present.
- 2004, Blaine County GIS  
No significant changes are observed. There are a couple of lighter (disturbed) areas on the property.
- 4/27/06, 5/19/06, 5/31/06, Aerial Photographs From Planning and Zoning Office and GIS  
The parking lot, River Street extension and movie theater building are now present.
- 6/23/09, Google Earth, Aerial Photograph  
No significant changes are observed on the subject property.
- 12/31/10, Google Earth, Aerial Photograph  
No significant changes are observed on the subject lot. The adjacent lot to the south has now been cleared.
- 2011, Blaine County GIS  
No significant changes are observed.
- 7/20/13, Google Earth, Aerial Photograph  
No significant changes are observed on this clear photo. The Senior Apartments are now present to the south.
- 2015, Blaine County GIS  
No significant changes are observed.
- 7/1/16, Google Earth, Aerial Photograph  
No significant changes are observed.
- 5/11/17, Blaine County GIS and 2017 Haily Planning & Zoning Office  
No significant changes are observed.
- 2019, 8/17/20, 2021, 2022, 2023 Blaine County GIS and Google Earth  
No significant changes are observed.
- 2024, Google Earth, Aerial Photo  
No significant changes are observed. The storage trailers are now present on the subject property.

## Blaine County Assessor's Office Records

The Blaine County Assessor's Office had an appraisal file on the subject property. The following pertinent information was observed:

- Valuation Summary Sheets/Property Masters: Parcel RPH048400010010, 2004-2017:  
The valuation summary sheets state the owners name, property address, legal description, assessed structure/property and list the deed reference numbers. The property address is listed as 111 Empty Saddle Trail, Hailey, ID 83333; the legal description is listed as Lot 1 Block 1 Saddle River Subdivision. The owner's name is listed as Latham L Willimas, Trustee of the Williams Family Trust. The sheets show one Category 21 Lot (Commercial Lots) and one Category 42 Improvement (Improvements on Commercial Lots). Cinema Parking Lot was written on some sheets. Year constructed (paving) is listed as 2004. Deed reference numbers were listed.
- Information was also in the file for 105 Empty Saddle Trail which is actually the lot located across River Street at present and 801 N Main Street which the subject property was part of prior to being subdivided. Commercial Building Appraisal records for the building at 801 N. Main Street also were in the file. The appraisal sheets show that the building was constructed in 1932 and remodeled in 1973 and used by Hailey Nursery. BP 98-62 is for a cold frame greenhouse temporary structure behind the commercial nursery building. Photos of this building (old residence) with the greenhouse behind were in the appraisal.
- Preliminary Plat for the Saddle River Subdivision, dated 11/14/03 was located in the file showing the outline of three buildings (fronting on Main Street); the south most building is labeled (in pencil) Chi Chi's (restaurant). Contour lines of 3332 and 3333 extend across the subject property showing a slight slope down to the south.
- Warranty Deed #468797 From Patricia G. Millington or her successor, Trustee of the Patricia G. Millington 1995 Revocable Trust (1995) to Latham L. Williams, Trustee of the Williams Family Trust was in the file, transferring 4 parcels, 2 of which are the subject property (Parcel I TL7570 and Parcel III TL 7569).
- Various photographs were in the file including those dated 8/10/11 (adjacent Senior Apartments under construction) and another not dated. The subject property appears similar to at present in these photographs but with nicer landscaping.

## Hailey City Records

ACS contacted Mary Cone for any city files or records pertaining to the subject property. The only item she provided was City of Hailey Resolution No. 2023-008 (Instrument # 700970; 6/30/23), Authorizing the Mayor to Execute a 2<sup>nd</sup> Amendment to the Saddle River Subdivision Development Agreement, pertaining to 105 & 111 Empty Saddle Trail and 801 N Main street in the Business and Downtown Residential Overlay Zoning Districts. This states that the 1<sup>st</sup> Amendment was recorded as Instrument #544996. The city of Hailey has reduced parking requirements for movie theaters and the parties desire that Williams have flexibility to allocate in-lieu parking spaces (37 spaces which credit shall be applied to any lot within subdivision).



**Hailey City Ordinance regarding zoning designation:**

The purpose of the B district is to provide areas for general business and commercial activities and a limited number of residential uses. (Ord. 1191, 2015). The purpose of the Downtown Residential Overlay District (DRO) is to promote the health, safety and welfare of current and future residents of the City of Hailey; to modify the density, bulk and parking requirements of certain areas of the Business, Limited Business and General Residential Zoning Districts in order to encourage the development of mid-density residential housing to help meet the housing needs of the community; to encourage infill while retaining neighborhood character; to create sufficient flexibility to allow for desirable development; to conserve building resources; and to enhance neighborhoods with increased pedestrian orientation, all in accordance with the City of Hailey Comprehensive Plan, for the desirable future development of the City of Hailey. (Ord. 1238, 2018)

Chain of Title: Blaine County Recorder's Office Records

ACS manually searched for recorded documents pertinent to the subject property, available at the Blaine County Assessor's and Recorder's Office. The deeds found and corresponding ownership information are listed in the following table. It should be noted that a complete title search was not conducted; due to the varying legal descriptions and numerous tax lot numbers, it should also be noted that some of the property listed below may not actually be for the subject property but for nearby/adjacent property.

Dates	Ownership Information	Source	Comments
2/12/1887	The United States of America to Philetus R. Williams	Patent Deed Bk 1 Pg 162	W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 9 T 2N R 18E (80 acres)
5/8/1884	Philetus R. Williams to E. Cramer	Quit Claim Deed Bk R Pg 201	Part of the W $\frac{1}{2}$ NW $\frac{1}{4}$ S 9 T2N R18E (and other property)
5/28/1887	Ernest and Charlotte Cramer to ID and Oregon Land Improvement Co	Warranty Deed Bk 36 Pg 400	Part of NW $\frac{1}{4}$ NW $\frac{1}{4}$ S9 T2N R18E
4/4/02	The Idaho and Oregon Land Improvement Company to W.T. Riley	Quit Claim Deed Bk 52 Pg 461	Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of NW $\frac{1}{4}$ NW $\frac{1}{4}$ S9 T2N R18E
7/14/03	William T. Riley to Ernest Cramer	Deed Bk 52 Pg 465	6.771 acres commencing at the NE corner of Block 68 S9 T2N R18E
5/19/11 Rec. 5/11/19	E. Cramer to Mrs. Louisa Johnson, Boise for \$5,000.00	Warranty Deed Bk 68 Pg 627	W $\frac{1}{2}$ NW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ S9 T2N R18E including irrigating ditches
11/20/19 Rec. 11/29/19	E.W. Johnson (husband of Mrs. Louise Johnson) to John Cramer	Quit Claim Deed Bk 84 Pg 344	Tax Lots 9, 11, 12, 23 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ S9 T2N R18E
5/24/20 5/2/20	John Cramer (widower) to Hugh Cramer for \$1,000.00	Warranty Deed Bk 118 Pg 10	Tax Lot 9 S9 T2N R18E
5/10/26 and 5/8/30	Emma L. Reed (treasurer)	Delinquent Taxes Bk 136 Pg 11	Fr N $\frac{1}{2}$ NW $\frac{1}{4}$ S9 T2N R18E Tax Lot #9
4/4/27 Rec. 7/30/27	Emma L. Reed (treasurer) to Blaine County for money owed by Hugh Cramer for 1922 Taxes (\$9.40)	Tax Deed Bk 133 Pg 15	Fr N $\frac{1}{2}$ NW $\frac{1}{4}$ S9 T2N R18E
8/9/27 Rec. 8/13/27	Blaine County to John E. Schad for \$100	Quit Claim Deed Bk 132 Pg 11	Fr N $\frac{1}{2}$ NW $\frac{1}{4}$ S9 T2N R18E, Tax Lot 1187, formerly Tax Lot 9

Dates	Ownership Information	Source	Comments
8/13/27 Rec. 8/16/27	John E. and Mammie E. Schad to A.W. Warr	Quit Claim Deed Bk 128 Pg 48	Fr N½ NW¼ S9 T2N R18E, Tax Lot 1187, formerly Tax Lot 9
6/13/33	A.W. and Rosa A. Warr to C.M. and Esther M. Foley	Contract of Sale Bk 75 Pg 348	Fr N½ NW¼ (TL 1400 ) S9 T2N R18E, including dwelling and barn
6/13/33 Rec. 3/23/34	A.W. and Rosa A. Warr to C.M. and Esther M. Foley	Warranty Deed Bk 135 Pg 295	Fr N½ NW¼ (TL 1400 ) S9 T2N R18E, including dwelling and barn (168.18 acres)
11/2/36	C.M. and Esther Foley to Delmont H. White, Boise	Mortgage Bk 114 Pg 494	Fr N½ NW¼ (TL 1433) S9 T2N R18E, including dwelling and barn
2/6/37	Delmont H. White, Boise to C.M. and Esther Foley	Satisf. Of Mortg. Bk 122 Pg 422	Fr N½ NW¼ (TL 1433) S9 T2N R18E, including dwelling and barn
3/12/37 Rec. 3/13/37	C.M. and Esther Foley, Boise to T.J. Cutler, Hailey	Warranty Deed Bk 139 Pg 359	Fr N½ NW¼ (TL 1433) S9 T2N R18E, containing 7 acres, except 3 hrs./wk. irrigation water
11/18/43 Rec. 11/18/43	T.J. and Grace C Cutler (Hailey) to Stanley G. & Estella Johnson for \$6,500.00	Warranty Deed Bk 153 Pg 244	Land in TL 2170 located in the N½ NW¼ S9 T2N R18E
7/31/78 Rec. 8/2/78	Stanley G., Sr. & Estella Johnson to Stanley G. Johnson, Jr.	Warranty Deed #177129	Land in the N½ NW¼ S9 T2N R18E
12/27/89 Rec. 1/5/90	Stanley G. Johnson, Jr., married to Patricia Millington, Suzie Q Ranch, Picabo	Warranty Deed #314935	Land in the NW¼ S9 T2N R18E
1/5/95 Rec. 6/7/95	Patricia G. Millington to Patricia G. Millington, Trustee of the Patricia G. Millington 1995 Revocable Trust	Quitclaim Deed #3794045	Land in the NW¼ S9 T2N R18E
7/26/02 Rec. 8/1/02	Patricia G. Millington or her Successor, Trustee of the Patricia G. Millington 1995 Revocable Trust to Latham L. Williams, Trustee of the Williams Family Trust	Warranty Deed #468797	4 Parcels in NW ¼ S 9 T2N R18E: Parcel I TL7570 Parcel II TL7568 Parcel III TL 7569 Parcel IV TL 7567
7/26/04 Rec. 8/05/04	Easement Agreement to Extend River Street Through Subject Property Owner: Latham L. Williams Family Trust	Easement Agreement #507828	Tax Lot 7569 (previously TL 2727) and Tax Lot 7570 (previously TL 5519) in the NW¼ S9 T2N R18E
April 2004 Rec. 8/05/04	Saddle River Subdivision Property owner: Latham L. Williams, Trustee of the Williams Family Trust	Plat #507866	4 Parcels in NW ¼ S 9 T2N R18E: Parcel I TL7570 Parcel II TL7568 Parcel III TL 7569 Parcel IV TL 7567 Subject property (Block 1, Lot 1) was previously part of TLs 7570 and 7569

ACS was provided with a Preliminary Commitment for Title Insurance for the subject property by Blaine County Title, Inc. underwritten by Old Republic National Title Insurance Company, dated 8/29/24; Commitment Number- 2425705. The name of the proposed insured is listed as Urban Renewal Agency of the City of Hailey, Idaho. The property address is listed as 111 Empty Saddle Trail, Hailey, Idaho; Lot 1, Block 1 of Saddle River Subdivision. The present

title of the property is vested in Latham L. Williams, Trustee of the Williams Family Trust. No specific environmental related exceptions were listed.

ACS did not find any environmental liens in the recorded document search at the Blaine County Recorder's Office; existing and past owners and other persons involved with the subject property were not aware of any environmental liens associated with the subject property. Nothing of environmental concern was found in the recorded document review.

#### Other Historical Information

The following pertinent historical information is described below:

- Deed (Bk 80 Pg 569) depicts a map of the Cramer Electric Companies Ditch and Site, dated 9/17/13. This shows a map of the canal that was previously located west of the subject property. The easement for this ditch was 80 feet wide.
- Obituary for Stanley "Stan" "Bud" Gerald Johnson Jr., Idaho Mountain Express, 7/08/16. This states that Stan Johnson, Jr. passed away on 7/4/16. He was born Sept. 6, 1935, in Hailey, Idaho. Bud was the son of Stanley Gerald and Estella Dora (Sowers) Johnson Sr. Bud attended and graduated from Hailey High School and attended Idaho State University in Pocatello, Idaho, for one year. Bud worked for the Highland Surprise Consolidated Co. in Stanley, Idaho. He then joined his father's construction company. In later years (after 1979), Bud owned and operated a logging and firewood business along with his wife, Dorla.

#### Personal Interviews:

The following persons were interviewed regarding the use of the subject site and area:

- Lisa Horowitz, HURA Executive Director, 9/11/24  
Ms. Horowitz was interviewed as the "user" and answered questions as indicated in the ASTM E 1527-13 X3 User Questionnaire. Ms. Horowitz was not aware of any environmental cleanup liens or land use restrictions against the subject property. She doesn't not have any specialized knowledge related to the property or nearby properties. The purchase/loan amount does reflect the fair market value of the property. She is not aware of the past use of the subject property, except as the parking lot. She is not aware of any specific chemicals that were present, spills, chemical releases or environmental cleanups. Ms. Horowitz advised that she has no knowledge of obvious indicators that point to the presence or likely presence of contamination on the property.
- Latham Williams, Trustee Latham Williams Trust, Property Owner 2002-Present, 9/13/24  
Mr. Williams advised he purchased the property from Pat Millington. When he purchased the property there were no structures. The nursery office and greenhouse for Hailey Nursery were located further east. Sakura restaurant was located east on the south tax lot; ChiChi's restaurant was located further south; these all fronted on Main Street. These buildings were originally on individual wells and septic systems that were abandoned. The property is now on city water and sewer. The movie theater and parking lots were permitted

in August 2004 with the signed development agreement and the movie theater was opened in October 2005. Mr. Latham did not recall who actually did the dirt work on the property but the contractor was ESI Construction, Boise. Marshall Smith was the movie theater operator. Mr. Latham was not aware of the storm drains on the property being cleaned out. He has no knowledge of any spills or environmental issues. He did not use pesticides, was not aware of any garbage dumping and never observed any unknown piping or anything strange on the property. The old wells/septics would have been further east where the buildings were. Now the property is connected to water for irrigating the trees (connections are at the other parking lot and the line runs under River Street). There is no sewer connections but it is available. There is electricity for lighting. The storage containers on the property have been there for about 6 months and contain furniture for his wife's business. He also parked a trailer there for a little bit but there was nothing hazardous in the trailer either.

- Marshal Smith, Ran Movie Theater, 9/13/24  
Mr. Smith advised that the theater was constructed in 2004. The ESI Foreman who oversaw the construction died in a hunting accident a few years ago but Mr. Smith could assure that there were no environmental problems uncovered. It was just vacant land at the west side before construction- there were no buildings back there. He recalls that they took down a wall; a little bit of the property may have been used by the nursery but most of the parking lot area was just vacant weeds. Mr. Smith advised that he never cleaned out the storm drains on the property. They did re-seal and stripe the lot a couple times. He has no recollection of the drains being cleaned out but would have known if they were blocked. They did not use any pesticides on the property. That lot was used very little; it was mostly overflow parking and was a little too far for most people to walk to the theater. There was no garbage dumping or spills. He was bought out in 2008 by Metropolitan Theaters (his LA partners) and they had a 15 year lease on the theater; they had many theaters and ran this one until it closed. They recently went bankrupt. Mr. Smith advised that there was not a single environmental issue on that property so they never did a Phase I.
- Pat Rainey, Uncle/Grandfather was Stan Johnson, Jr./Sr, Owner of Subject Property from 1940s, 9/19/24  
Mr. Rainey advised that that little piece was always mostly vacant. There was a remote shed on that property (15' x 20') that was primarily used for storage. Pat used it for a little bit when he was about 25 to work on things to get out of the weather in the winter but it was never really used as a shop. There was no fuel or hazardous materials. His uncle always had piles of stuff around but he never saw anything hazardous there; Mr. Rainey knew of no environmental issues.
- Pat Millington, Owned Property 1990-2002, 9/19/24  
Ms. Millington advised that she had a restaurant in the little old house on Main St., east of the subject property called Pasa Tiempo. She fixed up the old house and used to serve drinks and appetizers under the fruit trees behind the house. The fruit trees were there when she bought the property (one reason she bought it). After her restaurant, Sakura rented it. The area behind (west of) the fruit trees was just unspoiled land- she didn't think there would be any pollution. It was just vacant land; there was nothing back there by the

irrigation ditch. Dave Cropper was involved with the River Street extension so he may know more about what was back there.

- Dave Cropper, Long Term Area Real Estate Broker, 9/19/24  
Mr. Cropper advised that Fred Swaner's house was on the corner; he is pretty sure Mr. Swaner owned the property. Fred's house was on the corner, up by Main Street; it was a black house with a well. Mr. Cropper sold the property to the south to Pat Millington for her restaurant. The back area of this property was owned by Stan Johnson. There was nothing on the back part of the property going back to the canal. It was just weeds back there.
- Jim Koonce, Long Term Area Resident, 9/20/24  
Mr. Koonce thought that the property was just vacant, weed covered ground. He was friends with Ed Cutler who lived to the south and also surveyed the property for the River Street Extension. Stan Johnson had a lot of equipment and stuff for his construction and logging business so may have stored some items back there but Mr. Koonce knew of nothing substantial. He did not recall anything major there.

The following persons did not respond as of the writing of this report. If additional information is obtained from these sources at a later date that materially affect the conclusions, an update will be provided:

- Dave Dawson, Hailey Nursery, Used Property in the 1990s, 9/19/24

The following pertinent interviews are from a Phase I of the property diagonally across the intersection of River Street and Empty Saddle Trail:

- Rex Bradshaw, Long Term Area Resident, 8/6/22  
Mr. Bradshaw was familiar with the subject property when it was owned by Stan Johnson. He thinks a barn was moved to a different location. He advised that the property was used to store construction equipment and materials but he did not think there were any tanks or anything of a hazardous nature.
- Pat Rainey, Uncle/Grandfather was Stan Johnson, Jr./Sr, Owner of Subject Property from 1940s, 8/10/22  
Mr. Rainey worked for his uncle when he was young and played all over the subject property. He recalled the storage barn that was located on the property as he played there as a kid. It had a dirt floor and was used to store items and equipment; it may have had electricity but did not think there was any plumbing. The only fuel tanks were two above ground tanks (1 regular gas, 1 diesel) that were located about 100' behind the house, so likely on the subject property. Mr. Rainey moved back in 1977 and the tanks were gone by then. They were a little messy. His grandfather (Stan Johnson Sr.) was a hoarder; he used to go to military supply auctions and other auctions and bought a lot of un-needed stuff that he refused to get rid of. As a kid it was fun playing with all that. When asked about the logs observed just north of the subject property in 1983 aerial photographs, he advised that those logs were for a house that he and his brother were going to build. Pat and his brother cut

them but then never built the house so sold the logs; there was never any milling there. There may have been a sawmill close to the location that the Life Church is presently located. Mr. Rainey knew of no major environmental issues- just some vehicles that may have dripped some oil. There was a building further north where they would hang animals to dry after slaughter. When asked about a long thin structure observed in a 1978 aerial photograph, close to Empty Saddle Trail, he never recalled a building there but advised that it may have been a flatbed trailer as he did have several of those.

- Jim Koonce, Long Term Area Resident, 8/10/22  
Mr. Koonce said that Stan Johnson Sr. was a contractor of sorts- poor boy type operation. He logged a little and tried mining but did not make money with this. Stan Jr. ended up with all his property. Stan Sr.'s house was on the corner; it was then sold to the Pidgeons. Mr. Koonce went to school with Barbara Pidgeon. The Johnsons always had old equipment- never new. That was typical of the 1940s/50s- no new style contractors then. Mr. Koonce was not aware of any environmental issues on that property- he had no recollection of anything major there. Pat Rainey would know more as he worked for Stan Jr. when he was young and used many of his old employees when he started his tree business. The Johnson's were not the most careful like many back then. They may have brought back a small box of high grade ore from their mine to get investors but never hauled any ore back that he knew of.

The following pertinent interviews were excerpted from a Phase I Environmental report on the nearby Marketron facility (across Empty Saddle Trail) in 2017:

- Adam Elias, Elias Construction (constructed subject building in 1998), 11/15/17  
Mr. Elias advised that construction of the subject building was an ambitious project for him and everything worked out great. At the time of construction, there was a fence extending all along Empty Saddle Trail to Main Street, and along Main Street all the way north to the Pioneer Credit Union; it was all enclosed as the subject property and those other lots had all been owned by the same party. They started in March when the ground was covered with about 2' of snow. They opened the gates (located east of the subject property) and pushed the snow that was covering the ground near the building site about 100' to the north. The ground was all wet but they started digging; the ground below was dry. Mr. Elias did not observe any debris on the Marketron Property. The property appeared untouched- good virgin soil; no debris or staining was observed in the soil. They also dug in other areas for the road (River Street extension) and for installation of the fire hydrants for the entire subdivision and never observed any environmental issues. They did not spill any fuel or other hazardous materials during construction. It was a benign project that went easy and well. Mr. Elias did not recall who the excavator was but he, himself was present during the excavation; there were no issues uncovered.
- Michael Doty, Michael Doty and Associates, Architect for Subject Building, 11/15/17  
Mr. Doty advised that the property looked like the surrounding property- there was nothing on it when he got involved. They did not observe any environmental contamination issues during construction/excavation either.

- Dave Dawson, Prior Owner of Subject Property (1996-1998), 11/15/17  
Mr. Dawson advised that he had a tree farm and was looking for a place to store trees (Hailey Nursery); in 1994, Dr. Levin (who had just birthed his daughter and then owned the property) suggested that he lease the subject property to store his trees. That was when he first closely observed the property. There was some sawdust, dead wood and bark but nothing of a hazardous nature. He did not think that the prior owners treated fence posts or had any tanks on the property; he never observed any staining. He just dug shallow holes to “bed” his trees but never observed any environmental issues. He thinks that the actual sawmill was further north where the Church property is; they had a butchering facility there too. Mr. Dawson does not think that there was much activity near the subject property. He did not use any herbicides and did not think that Dr. Levin or Stan Johnson did either. Ed Uhrig (his partner) put the fence in about 1993; he may have been familiar with the property longer.
- Ed Uhrig, Prior Owner of Subject Property, 11/16/17  
Mr. Uhrig did not recall much about the subject property but remembered that there was a meat cutting place there in the past (this was actually located further north in the location of The Life Church). The property was all cleared and vacant when he was involved. He did remember that when they sold the property to Marketron, they did a Phase I Environmental. He thinks he has a copy in his office but he is out of town until the end of the month. He recalls that no issues were found with the environmental report. When questioned about a well on the subject property, Mr. Uhrig had no idea.

The following excerpts of interviews were taken from a prior ACS assessment performed on a nearby property (TL 7076). This property was actually part of the ditch that was used to carry water from the Bigwood River to a hydro-electric plant located approximately 2.5 miles southeast from at least 1913 to about 1949. It was then purchased by the Justus (32) Lateral Ditch Water Users’ Association and was used to carry irrigation water until about the mid-1970s/early- 1980s. About 1975, it was sold to Stan Johnson; he partially leveled the ditch using the soil from the ditch banks.

- Dave Dawson, Present Owner of Subject Property (1996 to Present), 2/8/00 & 2/11/00  
Mr. Dawson purchased the nearby property along with Mr. Ed Uhrig about 1995. When questioned about the shed on the property, Mr. Dawson advised that he moved it there about 3-4 years ago; it has no drains, no plumbing, no heat, nor any foundation- it has a wood floor. The only chemicals stored inside is some fertilizer and oil in quart containers. The shed was previously located about 200 yards to the north at the side of the ditch. It was just used to store old junk- scrap metal, tractor parts, buckets, tires, 2 burn barrels. These were removed from the property- there were no hazardous materials. When questioned about the drums and five gallon containers observed in the snow, Mr. Dawson advised that they were just used for storage containers. He advised that there is nothing hazardous under the snow. Mr. Dawson advised that the wood chips he used on the site are from Stan Johnson's logging operation- they are not treated. The two bags of weed and feed observed were actually on Bine's property. They froze and will be disposed of in the spring- nothing leaked out. Mr. Dawson advised that most of the items observed on the southeast end of the property were actually on the adjacent Bine property. There is some

dirt, grass and dead trees- these only came from residential properties and would not be contaminated. Mr. Dawson advised that they did use fill dirt from the City LID project. It was primarily rock, sod, dirt and bushes and came from the north end of the project- mostly from under where the sidewalks are presently- there was not any concrete or asphalt in it. Mr. Dawson knew of no environmental problems on the property. There were no spills of any materials. He did not apply pesticides- just some fertilizer. There is a well at the southwest corner of the property- now hidden by the snow. It is about 78 feet deep and is used for irrigation- he has not had the water tested.

- Mrs. Cutler, Adjacent Property Owner, 2/11/00  
Mrs. Cutler advised that she has lived in her home for about sixty years. It was built about 1928. They never had any underground tanks. They do not use their above ground heating oil tank anymore and are having the oil removed; it never leaked. When questioned about the drums observed in the back, she advised that they belonged to her son- they were always empty drums just used for containers. Mrs. Cutler said that there are no chemicals on her property. Her son has the lawn care trailer on her property- he does not store any chemicals there either. Her home is on a well and septic system; they never had the well water tested. Mrs. Cutler never saw any problems on the canal property behind her home- her kids used to fish in it when they were small. Mrs. Cutler never observed any problems on the other adjacent properties either. The home to the north has been there for a long time. The Sutton & Sons property had been a mechanics shop probably since the 1930s. She never saw them dump any oil or anything behind their lot. The Nursery property used to be Fred Swaner's home. The rear of the Valley Texaco property was used to rent trailers and cabins. There was never any problems observed there either- just residential use. Mrs. Cutler advised that there were never any buildings on the subject property. She never saw any dumping there- it always appeared clean.
- Orville Drexler, Ditch Rider, 2/10/00  
Mr. Drexler advised that they did not have problems with weeds along the ditches when the Justus Ditch ran. He was not aware of any herbicides that were used. When the ditches were originally constructed, they were just excavated from the existing terrain; fill dirt was not used. Mr. Drexler advised that the Justus ditch was used to bring irrigation water to the Broadford Road area until the 1980s. He was not aware of any contamination in this ditch and never observed any dumping or any other problems.
- Stan Johnson, Prior Property Owner, 2/10/00  
Mr. Johnson advised that he owned the subject property from about 1975 but it was not recorded until 1991. Nothing was there except for the ditch when he bought it. He built the shed that is presently on the property in the 1960s. It was sitting at the north side of Empty Saddle trail and was moved behind the Nursery building- it was later moved to the canal property. It was just used for storage. Mr. Johnson advised that he never saw any garbage dumped in the ditch. He leveled out the ditch a little by pushing in the sides of the banks in but never used any fill dirt. Mr. Johnson thought that the ditch was first used by the power companies and then for irrigation from about 1940 to the late 70s early 80s. When questioned about the adjacent cabins and trailers, Mr. Johnson advised that they did not extend onto the subject property; he advised that they were all for residential use. He said



that the Sutton & Sons dealership was probably there since 1940. The home behind it and adjacent Cutler home were probably there since the 1930s/1940s. The McMurdo property to the south was previously the vacant ditch property that he bought about 1975. The Ketchum Heating building was probably built in the late 1970s. He advised that his father owned the property behind Pat Pigeon's home across Empty Saddle Trail. It was a sawmill when his father purchased it about 1942; he used it for a construction yard- there were no hazardous materials stored there.

- Pat O'Rorke, Regional Tank Coordinator, Twin Falls DEQ, 2/10/00  
Mr. O'Rorke advised that he was not present at the Valley Texaco for the two 500 gallon tank removals. When questioned about the letter in their files stating that the tanks may not be up to federal standards, Mr. O'Rorke advised that Mr. Bine never responded to the letter. He said that it is possible that the tanks are up to standards but they the information on the forms was marked incorrectly; this is a common error.
- Mick Zenoniani, Ran Adjacent Cabin Business, 2/13/00  
Mr. Zenoniani advised that his family ran the cabin business and store on the adjacent property that now houses Valley Texaco for 13 years from 1968 to 1981. He advised that the rear consisted only of residential use. There was an old log cabin in the back at one time that they rented out; this had a septic system that was last used about 1968. There was a septic tank for the trailers that was located toward the store up front. When he owned the store there were two tanks (one 500 gallon diesel; one 1,000 gallon gasoline) located toward the back of the store which was a full service gas station. He then added a 10,000 gallon underground tank in 1972 that was for self-service. There was never any service work performed at this property. Prior to his ownership, he advised that Dennis Anderson owned it for 11 years and prior to that it was owned by the Cobbs. Mr. Zenoniani advised that he never observed any dumping or other environmental problems near the ditch.

The following excerpts of interviews were taken from a prior ACS assessment performed on a nearby property to the north (TLs 6879, 6880 and 7734 (previously 6878), now owned by The Life Church. Part of this property includes part of the old power canal ditch which contained water diverted from the Big Wood River approx. 600' NW of the subject property and led to a power plant located at the end of Silver Street to the south. The property was used as a dairy in the early 1900s and into the late 1930s (operated by the Warr and Knight families). A slaughterhouse was located on the property, near the canal, operated by the Knight and Walker families. Structures are visible on the subject property in the 1951 to 1992 aerial photographs, though it is difficult to tell which structures were on the subject property or the adjacent Albertson's property. ACS was informed that there was a home, barn, chicken coop, sheds and slaughterhouse on the property (though some of the structures may have been located on the adjacent Albertson's property).

- Mike Evans, Katco Excavation, 5/2/05 and 5/3/05  
Mr. Evans bought the company in 1998, but was involved with the company before and recalled that they cleared the lot for Marketron, Inc. He recalled that the Marketron property was just vacant. He will check with his employee, Scott, who worked there earlier and get back to ACS if he knows more. Mr. Evans called back and said that Scott vaguely recalls

crunching up some old buildings and burning some at the end of the project on the Marketron property. He had no recollection of coming across any hazardous materials.

- Bob Knight, Prior Owner 1934-1944, 4/27/05  
Mr. Knight advised that he was six years old when they moved to the subject property and he remembers it well. The Warrs, prior to his ownership, had a dairy there. His family ran the dairy for 3-4 years. There was a house (about where Albertson's is), a large dairy barn with a horse barn at one side and calf sheds at the other. They also had a 4 compartment chicken house and grainer/milk house. A concrete ditch ran through the milk house and they would set the milk cartons in it to cool the milk. They had no gasoline- all the work was done by horses. The slaughterhouse was behind the barn and accessed through town, along the power canal. It was a big cement building (it may have had some metal too). A vat was in the concrete floor with a hoist to lift the animals in. They only used wood fuel. They may have used a little coal for heat but mostly wood. They had no chemicals, pesticides or fuel. After they sold the property in 1944, the Walker's may have had a tractor with a small overhead fuel tank, but his family had no fuel. They did not even spray weeds back then. The dam for the canal was about 200' north and west of the house. There were some potholes there that they filled with trash that they collected from people's homes for money- it was just trash- nothing hazardous. They even separated out the iron for the war effort. There were no garbage dump areas on the property.
- Ed Sinnott, Owner From 1996/7, 5/2/05  
Mr. Sinnott advised that he remembered spending about \$25,000 cleaning the property up. It was just vacant land but an excavation company- maybe Chuck Erwin or Katco moved stuff around. There was nothing hazardous; he had no recollection of any old buildings- just old irrigation ditches. The Harrahs owned the land where Albertson's is now. Mr. Sinnott had no knowledge of any problems on the property. Marc Reinemann would know more- he may even have an old inspection report in the file.
- Marc Reinemann, Realtor, 5/2/05  
Mr. Reinemann advised that there was an old house and an old cold storage and slaughterhouse. In 1996/7, they cleaned up the property and hauled everything away, primarily because they were concerned with the safety hazards. There were no hazardous materials or other problems. He thought that POWER Engineers did a Level I study on the property- maybe for the church or Clearwater Landscaping (Ed Sinnott). Mr. Praggastis was also involved but would not know any specifics on the property. (Of note, Jane Rosen tried to find a copy of the Phase I that was supposedly done but could not locate it.)

## **5.0 CONCLUSIONS AND RECOMMENDATIONS**

### **Conclusions**

The following was concluded from the Phase I Environmental Site Assessment for the property:

#### **1. HISTORIC USE OF PROPERTY**

The history of the subject property was revealed via historic documentation, photographs, maps and interviews. The subject property was historically part of a larger parcel that was located outside city limits. It was broken up into smaller tax lots over time and incorporated into city limits. By the 1980s, the subject property was the west part of two long, thin parcels extending from Main Street, west toward the Justus Ditch (irrigation canal). There were homes along the east side of each lot. The nephew of the property owner in the 1970s and 1980s recalled that the rear of the lots were primarily vacant except for a small storage shed; he did not know of any fuel or hazardous materials stored in this shed. Other persons interviewed advised that the west part of these lots was just vacant, weed covered land, adjacent to the irrigation ditch. The homes were converted to commercial use by the 1990s. The north lot was used by Hailey Nursery (mid 1990s- 2003) and the south lot by restaurants. By December 2003, the lots were cleared in anticipation of constructing a movie theater and associated parking lots, presently located on the property. Following is a description of potential environmental impacts from the historic use of the property:

- ACS was informed of wells and septic systems associated with the historic buildings located east of the subject property along Main Street. The present owner advised that these systems were abandoned. The well and septic systems would not be expected to be located on or adjacent to the subject property as it was quite distant from the historic structures. This issue should not have affected the environmental integrity of the subject property.
- ACS questioned past owners, long term area residents, contractors and other persons familiar with the subject property regarding any known environmental conditions on the property. No one was aware of any significant staining, fuel or hazardous material storage, dumping of hazardous materials, underground storage tanks, unusual or unknown piping, on-site garbage dump areas, significant use of pesticides or any other potential environmental problems on the subject property.

In summary, no potential environmental problems were identified with the historic use of the subject property during the course of this investigation.

#### **2. SITE VISIT OBSERVATIONS/CURRENT FINDINGS**

The subject property presently consists of a paved parking lot that was constructed about 2005 as parking for the nearby movie theater. Following is a discussion of observations and current site findings:

- The subject property was observed during the site visit and present use investigation. No evidence of the use or storage of hazardous materials or petroleum equipment was observed at the time of the site visit. No significant staining, lack of vegetation, unknown odors, unusual piping or other potential sources of contamination was observed during the site visit.
- Two storm drains were observed on the subject property. These drains lead to drywells; anything flowing into these drains has the potential to contaminate subsoils and groundwater below. ACS did not identify any evidence of petroleum or hazardous material dumping or spills into these drains during the course of this investigation. Although there is likely minor amounts of petroleum products in parking area drainage, this would be considered a de Minimis release, not likely to cause environmental impairment.
- The subject property was investigated for the potential of hazardous building materials such as asbestos and lead. As no significant quantities of asbestos or lead containing products were observed to be disposed of on site, it is unlikely that there is an asbestos or lead contamination problem.
- Pad mounted electrical transformers were observed near the subject property. These appeared to be in good condition; no evidence of a release of oil was apparent. No debris which typically contains PCBs was observed to be disposed of on the site at the time of the site visit. Therefore, this issue should not have harmed the environmental integrity of the subject property.

In summary, ACS found no indication of a hazardous material/petroleum release on the subject property at the time of the site visit or present use investigation.

### 3. OFF-SITE OBSERVATIONS

Drainage onto properties from another source is always a concern, as the drainage can carry contamination with it from other properties. Therefore, off-site sources of contamination were also reviewed, as contaminants can travel from an off-site source to the subject property. The subject lot is bordered by other commercial and residential properties. Following is a discussion of potential off-site sources of hazardous materials:

- ACS observed no indications of environmental problems with the surrounding commercial and residential properties and adjacent vacant land. No indication of significant hazardous material use or storage was observed in the subject area.
- The nearest existing gas stations are Stinker Station at 1101 N Main Street, located approximately 750 feet north (upgradient) and Base Camp Hailey, 600 N. Main Street, located approximately 760 feet southeast (cross gradient) of the subject property. No visible indication of an environmental impact from these facilities was observed during the site visit.

- Surface drainage in the area would generally appear to flow down from the northeast toward the southwest. The subject property would not presently appear to receive drainage from adjacent properties due to the surrounding slopes and the elevated curb and gutter. ACS did observe storm drains in the area; storm drains in Hailey lead to drywells and therefore contaminants present in the storm water have direct access to subsoils and potentially groundwater below. Although there may be small quantities of petroleum products in area drainage from adjacent roads, it would not be expected to be of a quantity that would cause environmental impairment. ACS found no indication that surficial drainage flowing onto the subject property would be of concern.

In summary, no items of environmental concern were observed on the properties surrounding the subject property at the time of the site visit that would have appeared to affect the subject property.

#### 4. REGULATORY AGENCY REVIEW

ACS also contacted pertinent regulatory agencies, and reviewed lists of known environmental problems in the subject area, to determine if known off-site sources of hazardous materials may have affected the subject property. ACS did not find any reported, existing environmental problems in the subject area that would appear to cause environmental impairment to the subject property.

#### 5. DATA GAPS

A data gap is a lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information. ACS did not find any data gaps during the course of this investigation; although the Historical Use of the subject property was properly identified, specific details of this use will never be known. The ASTM standards state that all obvious uses of the property shall be identified from the present, back to the property's first developed use, or back to 1940 whichever is earlier. Through old maps, photographs, interviews and other historical sources, ACS was able to identify past uses of the property back to what is thought to be its first developed use. Environmental impairment issues from these are described in the recommendations; however, details during the earlier uses are obviously lost with the deaths of these earliest inhabitants. Although, it is ACS's opinion that a thorough investigation into the environmental integrity of the subject property was conducted, it should be noted that there is always the possibility of an unidentified problem.

#### Summary of Conclusions

Assessor's Parcel #:	RPH04840010010
Legal Description:	Lot 1 Block 1, Saddle River Subdivision (0.33 acres)
Physical Address:	111 Empty Saddle Trail, Hailey, Idaho 83333
Present Owner:	Williams Latham L Trustee, Williams Family Trust
Present Use:	Paved parking lot

There were no exceptions to or deletions from this practice, during the course of this investigation.

ASTM guidelines define “recognized environmental conditions” (RECs) as follows:

The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The term includes hazardous substances/petroleum products even under conditions in compliance with laws. The term is not intended to include de Minimis conditions that do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. De Minimis conditions are not recognized environmental conditions.

This assessment revealed no evidence of recognized environmental conditions having affected the existing environmental condition of the subject property.

### Recommendations

ACS has no recommendation for further assessment work at this time.

### Management Considerations

ACS observed two storm drains on the property. Involved parties should be aware that outside storm drains lead to drywells. Nothing is allowed to enter these drains except for storm water. It is recommended that these drains be cleaned out periodically.

## **6.0 LIMITATIONS**

Environmental regulations on local, State and Federal levels can vary significantly over time. Similarly, subject property and surrounding conditions will inevitably change over time. Consequently, the conclusions and recommendations presented herein apply solely to the regulatory and property conditions existing at the time of the assessment.

This report was compiled partially using information supplied to ACS by outside sources and information which is public domain under the Freedom of Information Act. ACS assumes that the information obtained and the inferences made in the course of this investigation are reasonably representative of the property.

ACS makes no warranty, express or implied, except that our services have been performed in accordance with generally accepted existing environmental, engineering, and health and safety principles and applicable regulations at the time and location of the study. ACS has analyzed the available information using currently available engineering techniques. The opinions presented in this report are based on a limited scope of work and in no way guarantees that the site is free of environmental liabilities. The conclusions drawn from this assessment must be considered within the limited context of the work program.

## **7.0 REFERENCES**

### **7.1 REFERENCES**

Assessment & Compliance Services, Phase I Reports of Several Neighboring Facilities, Several Dates and Locations

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Blaine County Recorder's Office, Recorded Deeds, Blaine County Court House, Hailey, ID

Blaine County Title, Inc. Preliminary Title Report, Commitment Number- 2425705, dated 8/29/24, Hailey, Idaho

Blaine County Website, Various Planning and Zoning Information and Historical Aerial Photographs, As Noted Within Report

City of Hailey Offices and Website, Various Information as Referenced in Report, Hailey, ID

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Umpleby, Joseph, Westgate, Lewis, and Ross, Clyde, United States Department of the Interior, Geology and Ore Deposits of the Wood River Region, Idaho, U.S. Government Printing Office, Washington, 1930

United States Geological Survey Map, 7.5 Minute Series Quadrangle, Hailey, Idaho, 1:24,000 Scale, 1967.

**7.2 RECORD OF PERSONAL COMMUNICATIONS:** Refer to Sections 4.3 and 4.4.



### Non-Scope Considerations

According to American Standards for Testing and Materials (ASTM) Standards, certain environmental hazards are not covered by Superfund's appropriate inquiry responsibilities, including Radon, Asbestos, and Lead in Drinking Water and Lead-Based Paint. An environmental site assessment that does not address substances excluded from CERCLA but that otherwise constitutes "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" should nevertheless entitle the user to the innocent purchaser defense. Although Radon, Asbestos and Lead in Drinking Water and Paint are not normally covered under a standard Phase I Site Assessment, they are sometimes of concern to involved parties and may be covered under different regulations. Therefore, brief recommendations are provided below.

### RADON

EPA has designated radionuclides as hazardous substances under CERCLA. However, remedial actions taken in response to hazardous substances as they occur naturally are specifically excluded from the National Contingency Plan and are therefore not recoverable. Therefore, ASTM has concluded that: "no liability under CERCLA attaches for naturally occurring radon. If a party to a real estate transaction wants to look for radon within a building, no amount of radon investigation will have any bearing on one's innocent purchaser defense under Superfund."

Radon has been found to occur naturally in the subject area. If a party to a real estate transaction wants to determine if radon is present, testing may be conducted. This testing can range from home test kits, purchased in a local store, to instrumental testing that may be contracted for locally. If the radon level in a building is high, typical remediation techniques include sealing cracks and ventilation of basement and crawl space areas.

### ASBESTOS

Case law has shown that "to extend CERCLA's strict liability scheme to all past and present owners of buildings containing asbestos as well as to all persons who manufactured, transported, and installed asbestos products into buildings, would be to shift literally billions of dollars of removal cost liability based on nothing more than an improvident interpretation of a statute that Congress never intended to apply in this context." ASTM has concluded that "since asbestos that is part of, and results in exposure within, residential buildings or business or community structures is excluded from CERCLA liability, it should not be investigated pursuant to a party's innocent purchaser appropriate inquiry requirements. However, if asbestos is disposed of on a site and, therefore, is no longer part of the structure of a building, the cleanup of the disposed asbestos is subject to Superfund response actions. Likewise, if a building is sold with the knowledge that it will be demolished, one court ruled that the sale constitutes a disposal, falling under CERCLA's liability provisions.

Other laws, although out of scope for this project, do regulate asbestos. These include the National Emission Standards for Hazardous Air Pollutants (NESHAPs- pertinent to the release of asbestos to the air, especially during renovation or demolition activities), AHERA (Asbestos

Hazard Emergency Response Act- regulating asbestos in public schools from Grades 1 through 12), ASHARA (Asbestos School Hazard Abatement Reauthorization Act- extending asbestos accreditation coverage to include certain asbestos inspectors and workers in public and commercial buildings), and OSHA (Occupational Safety and Health Administration requirements relative to worker exposure).

Under the Federal National Emission Standards for Hazardous Air Pollutants (NESHAPs), an asbestos inspection and must be conducted prior to any non-excluded renovation or demolition activity by a certified asbestos inspector (as specified by ASHARA); the Environmental Protection Agency (EPA) must be notified at least ten days prior to any renovation project that may disturb over a threshold quantity of asbestos or any demolition activities (whether or not asbestos is present). However, residential structures with less than four dwelling units are excluded from the NESHAPs requirements.

## LEAD IN DRINKING WATER AND LEAD-BASED PAINT

ASTM states that "while there is no reported case law on environmental issues as they relate to Superfund, the statutory language seems clear that these environmental hazards are not encompassed by Superfund's appropriate inquiry responsibilities. Note, however, like asbestos, where there is a disposal of these substances on the site or in the facility, CERCLA liability may arise."

The Federal Resource Conservation and Recovery Act (RCRA) establishes the framework for managing both solid and hazardous waste. Under RCRA, a waste containing lead is considered a hazardous waste if it contains greater than the Maximum Contaminant Level (MCL) for lead as measured using the Toxicity Characteristic Leaching Procedure (TCLP). The MCL for lead is 5.0 mg/l. However, as the TCLP test is expensive, EPA may allow the less expensive total constituent data (TC), if the waste is entirely solid or the waste contains less than 0.5% solids. For a lead-containing waste which contains greater than 100 mg/l (10 times the MCL) of total constituent lead, the more expensive TCLP must be performed.

EPA has issued a memo, clarifying whether construction debris must be sampled for lead. The EPA guidance advised that everyone who has construction waste from a demolition or renovation operation must characterize the waste stream. This is specified in 40 CFR 262.11 (RCRA), where it is said that solid waste must be characterized; the household waste exemption does not include demolition material. Therefore, the DEQ has stated that paint should be sampled before the waste is disposed of. The DEQ advised in the memo that the generator of the demolition waste may use knowledge of process to determine that the waste is non-hazardous, provided lead contaminated surfaces or components are properly abated and disposed of. This would require testing the potential lead paint for total lead content; anything under 100 ppm total lead would be considered non-hazardous waste. Another option is the following: if the generator chooses not to abate the lead contaminated surfaces or components, DEQ requires a volumetric sample of the structure be collected and analyzed by the Toxic Characteristic Leaching Procedure. Calculations used to determine volumes of materials and the amounts of each material must be retained by the generator. If the structure is determined to be a hazardous waste by this process the entire structure must be managed and disposed of

as such. If it is determined not to be a hazardous waste it may be disposed of as a solid waste in the sanitary landfill. Of note, DEQ has informed ACS in the past that it would be unlikely that the volumetric sample would prove to be a hazardous waste due to the lead paint. However, as stated in the DEQ memo, they would require testing and calculations to prove it.

The local landfill (for Blaine County- the Southern Idaho Solid Waste Landfill at 208-432-9082) should be contacted to determine if they will take specific types of demolition material and the process by which they will accept it. If there are any additional questions regarding lead in paint, the Idaho DEQ may be contacted at 208-373-0502.

The use of lead piping for new construction has been banned since 1986. However, there is no regulation for piping or solder which is in place in existing structures; therefore existing piping may contain lead and lead solder. Parties concerned about the lead content of drinking water may have water sampled to determine whether lead is leaching into the water from the pipes and pipe solder.

# **8.0 APPENDICES**

(Refer to Following Pages)

## **8.1 MAPS AND PARCEL INFORMATION**

## **8.2 PHOTOGRAPHS**

## **8.3 APPLICABLE COPIES OF SITE DATA/HISTORY**

## **8.4 REGULATORY AGENCY INFORMATION**

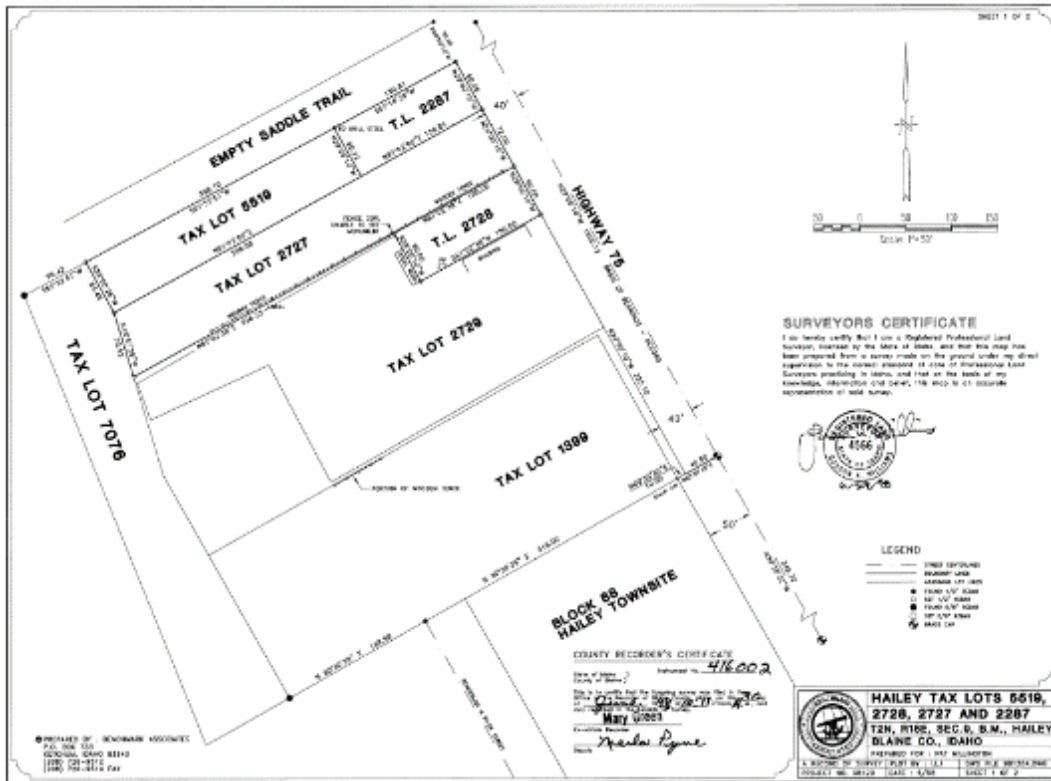
## **8.1 MAPS AND PARCEL DATA**



**USGS Topographic Map, Hailey, Idaho Quadrangle, 1967**



**Parcel Map, Blaine County GIS**



SHEET 2 OF 2

**DESCRIPTIONS IN ACCORD WITH SURVEY - 1998**

**TAX LOT 2287 - REVISED DESCRIPTION**  
 TO FIND the place of beginning, COMMENCE at a point marking the northeast corner of Block 68, Hailey Townsite, Hailey Idaho;  
 THENCE North 60 degrees 30 minutes 35 seconds East, a distance of 10.00 feet to a point on the west right-of-way line of Highway 75;  
 THENCE North 29 degrees 00 minutes 10 seconds West, a distance of 457.10 feet along said right-of-way to a set 1/2" rebar point for the PLACE OF BEGINNING;  
 THENCE South 61 degrees 02 minutes 00 seconds West, a distance of 150.81 feet;  
 THENCE North 29 degrees 00 minutes 10 seconds West, a distance of 60.72 feet to a found 1" drill steel;  
 THENCE North 61 degrees 18 minutes 29 seconds East, a distance of 150.81 feet to a found 1/2" rebar;  
 THENCE South 29 degrees 00 minutes 10 seconds East, a distance of 60.00 feet to the PLACE OF BEGINNING. Containing approx. 9100 square feet or 0.209 acres.

**TAX LOT 5519 - REVISED DESCRIPTION**  
 TO FIND the place of beginning, COMMENCE at a point marking the Northeast corner of Block 68, Hailey Townsite, Hailey Idaho;  
 THENCE North 60 degrees 30 minutes 35 seconds East, a distance of 10.00 feet to a point on the west right-of-way line of Highway 75;  
 THENCE North 29 degrees 00 minutes 10 seconds West, a distance of 517.10 feet along said right-of-way to a found 1/2" rebar;  
 THENCE South 61 degrees 18 minutes 29 seconds West, a distance of 150.81 feet to a found 1" drill steel for the PLACE OF BEGINNING;  
 THENCE South 29 degrees 00 minutes 10 seconds West, a distance of 60.72 feet;  
 THENCE South 61 degrees 02 minutes 00 seconds West, a distance of 308.06 feet to a set 1/2" rebar;  
 THENCE North 29 degrees 00 minutes 28 seconds East, a distance of 63.49 feet to a set 1/2" rebar;  
 THENCE North 61 degrees 32 minutes 51 seconds East, a distance of 358.10 feet to the PLACE OF BEGINNING. Containing approx. 19130 square feet or 0.439 acres.

**TAX LOT 2727 - REVISED DESCRIPTION**  
 TO FIND the place of beginning, COMMENCE at a point marking the northeast corner of Block 68, Hailey Townsite, Hailey Idaho;  
 THENCE North 60 degrees 30 minutes 35 seconds East, a distance of 10.00 feet to a point on the west right-of-way line of Highway 75;  
 THENCE North 29 degrees 00 minutes 10 seconds West, a distance of 385.10 feet along said right-of-way to a set 1/2" rebar for the PLACE OF BEGINNING;  
 THENCE South 61 degrees 02 minutes 28 seconds West, a distance of 474.23 feet to a set 1/2" rebar;  
 THENCE North 16 degrees 57 minutes 25 seconds West, a distance of 73.52 feet to a set 1/2" rebar;  
 THENCE North 61 degrees 02 minutes 00 seconds East, a distance of 458.89 feet to a set 1/2" rebar;  
 THENCE South 29 degrees 00 minutes 10 seconds East, a distance of 72.00 feet to the PLACE OF BEGINNING. Containing approx. 33570 square feet or 0.771 acres.

**TAX LOT 2728 - REVISED DESCRIPTION**  
 TO FIND the place of beginning, COMMENCE at a point marking the northeast corner of Block 68, Hailey Townsite, Hailey Idaho;  
 THENCE North 60 degrees 30 minutes 35 seconds East, a distance of 10.00 feet to a point on the west right-of-way line of Highway 75;  
 THENCE North 29 degrees 00 minutes 10 seconds West, a distance of 325.10 feet along said right-of-way to a set 1/2" rebar for the PLACE OF BEGINNING;  
 THENCE South 61 degrees 02 minutes 38 seconds West, a distance of 150.00 feet to a set 1/2" rebar;  
 THENCE North 29 degrees 00 minutes 10 seconds West, a distance of 60.00 feet;  
 THENCE North 61 degrees 02 minutes 38 seconds East, a distance of 150.00 feet to a set 1/2" rebar;  
 THENCE South 29 degrees 00 minutes 10 seconds East, a distance of 60.00 feet to the PLACE OF BEGINNING. Containing approx. 9800 square feet or 0.227 acres.

SHEET 1 OF 2

**1998 Survey: Hailey Tax Lots 5519, 2728 and 2287, 2004**  
**Note: Subject property is west ends of Tls 5519 and 2727**









Zoning Map - Overlay Districts

- Name
-  Central Core Overlay District
  -  Downtown Residential Overlay
  -  Small Residential Overlay
  -  Townsite Overlay District

**Zoning Map - Development Agreements**



**Legend**

-  Airport
-  Business
-  General Residential
-  Light Industrial
-  Limited Business
-  Limited Residential 1 (8,000 s.f.)
-  Limited Residential 2 (12,000 s.f.)
-  Neighborhood Business
-  None
-  Recreational Green Belt
-  SCl Industrial
-  SCl Sales Office
-  Technological Industry
-  Transitional

**City of Hailey Zoning Map, City of Hailey Website  
 Subject Property is B, Business With Downtown Residential Overlay and a  
 Development Agreement**

## Parcel Information Per Blaine County GIS System Website

Assessor's Information for Parcel Number:RPH04840010010

<b>Parcel Number</b>	RPH04840010010
<b>Owner</b>	WILLIAMS LATHAM L TRUSTEE WILLIAMS FAMILY TRUST
<b>Address</b>	111 EMPTY SADDLE TRL
<b>Legal Description</b>	SADDLE RIVER SUB LOT 1 BLK 1
<b>Mailing Address</b>	PO BOX 3639 KETCHUM ID 83340-0000
<b>Acres</b>	0.33000000
<b>Land Value</b>	\$589,096
<b>Farm Value</b>	\$0
<b>Commercial Value</b>	\$42,819
<b>Residential Value</b>	\$0
<b>Manufactured Value</b>	\$0
<b>Personal Property Value</b>	\$0
<b>Market Value</b>	\$631,915
<b>Home Owner Exemption</b>	\$0
<b>Taxable Value (2023)</b>	\$631,915
<b>Sketch</b>	N/A

Planning and Zoning Info for Parcel Number:RPH04840010010

<b>Parcel Number</b>	RPH04840010010
<b>Owner</b>	WILLIAMS LATHAM L TRUSTEE WILLIAMS FAMILY TRUST
<b>Address</b>	111 EMPTY SADDLE TRL
<b>Legal Description</b>	SADDLE RIVER SUB LOT 1 BLK 1
<b>Mailing Address</b>	PO BOX 3639 KETCHUM ID 83340-0000
<b>Zoning</b>	CITY
<b>National Wetlands Inventory (NWI)</b>	No
<b>MOD</b>	No
<b>100 Year Floodplain</b>	No
<b>Wellhead Protection</b>	<a href="#">View Map</a>
<b>Parcel Determination</b>	No

Characteristic Information for Parcel Number:RPH04840010010

Commercial Characteristic Records:1

<b>Parcel Number</b>	RPH04840010010
<b>Owner</b>	WILLIAMS LATHAM L TRUSTEE WILLIAMS FAMILY TRUST
<b>Address</b>	111 EMPTY SADDLE TRL
<b>Legal Description</b>	SADDLE RIVER SUB LOT 1 BLK 1
<b>Mailing Address</b>	PO BOX 3639 KETCHUM ID 83340-0000
<b>Commercial Record</b>	1
<b>Total Sq. Ft.</b>	0
<b>Number of Stories</b>	0
<b>Number of Units</b>	0
<b>Year Built</b>	2004
<b>State Category Code</b>	42
<b>Ground Floor Square Feet</b>	0
<b>Total Land Acreage</b>	0.000



**Not Dated, Photo from Assessor File**



**8/10/11, Photo from Assessor File**

## **8.2 SITE VISIT PHOTOGRAPHS**



**Photo 1: Looking SW across intersection of River Street and Empty Saddle Trail toward subject property**

**Note: elevated curbing and sidewalks; paved parking lot**



**Photo 2: Looking NW across River Street toward subject property**

**Note: subject property would not presently receive surficial drainage due to elevated curb and gutter; storm drains along River Street**



**Photo 3: Looking W/SW along Empty Saddle Trail  
Note: elevated sidewalks; storm drain in street**



**Photo 4: Looking SW across subject property  
Note: one of two storm drains on subject property; this one appears to be in higher area so would not likely receive much drainage.**



**Photo 5: Close up of storm drain**

**Note: no significant staining or odor; wording stating: "Outfall to Stream; No Pollutants"**



**Photo 6: Two storage containers on subject property**

**Note: Mr. Williams advised that they contain furniture for his wife's business; no hazardous materials**





**Photo 7: 2<sup>nd</sup> storm drain observed on subject property**

**Note: water appears to originate from landscaped corner; adjacent Senior Apartments with garden area behind**



**Photo 8: Looking N/NW along River Street**

**Note: property corner marker; storm drain in street; new apartments under construction across intersection.**



**Photo 9: Looking W across subject property**

**Note: landscaped areas; asphalt in need of resurfacing; cedar fence along rear end of property**



**Photo 10: south corner property marker**

**Note: view of vacant adjacent property; weed-covered with some dumping of construction waste (nothing hazardous observed)**



**Photo 11: another view of S property corner**  
**Note: adjacent walled garden area behind Senior Apartments**



**Photo 12: Another view of vacant property behind subject property**  
**Note: was previously part of the Justus (irrigation) Ditch**



**Photo 13: NW property corner**

**Note: elevated sidewalks, curb, gutter will prevent surficial drainage to subject property; old cinema building visible across River Street**



**Photo 14: Closer view of landscaped area; not recently maintained**

**Note: irrigation control box and typical trash observed on property (no hazardous materials observed)**



**Photo 15: Nearest visible electrical transformers on property across Empty Saddle Trail**  
**Note: no leakage of transformer oil observed**



**Photo 16: Electrical transformers located on Fairfield Inn property across River Street**  
**Note: no leakage of transformer oil observed.**

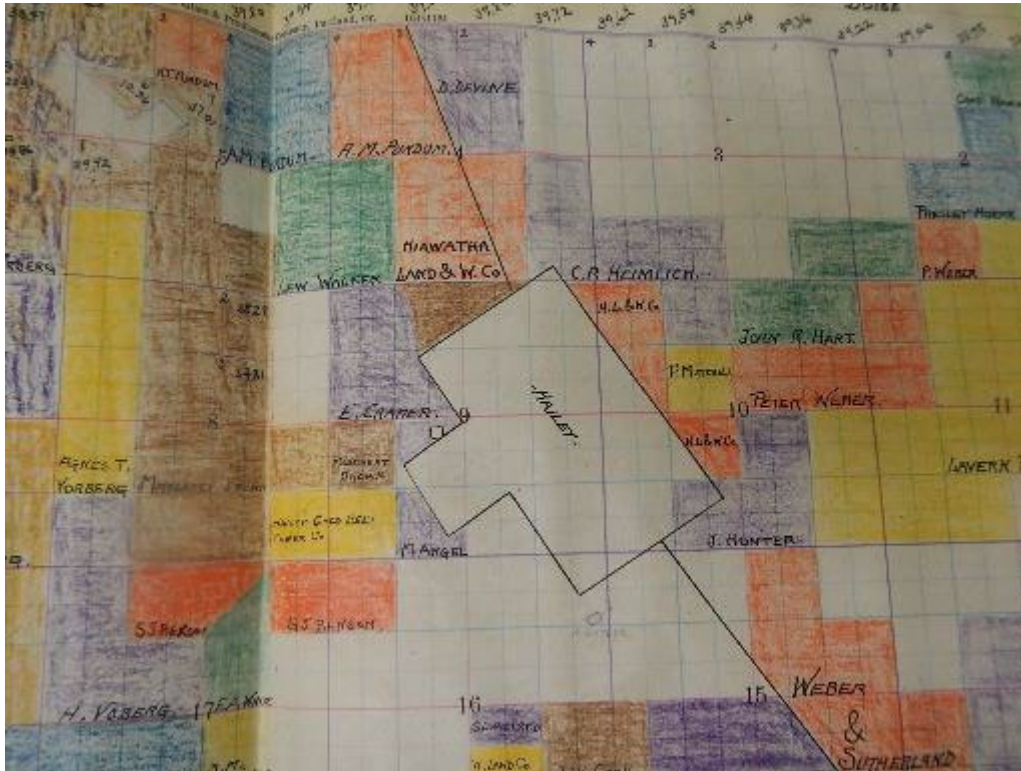


**Photo 17: water meter and irrigation control boxes on old cinema parking lot across River Street**  
**Note: Mr. Williams advised that city water extends to the subject property under River Street from this meter**



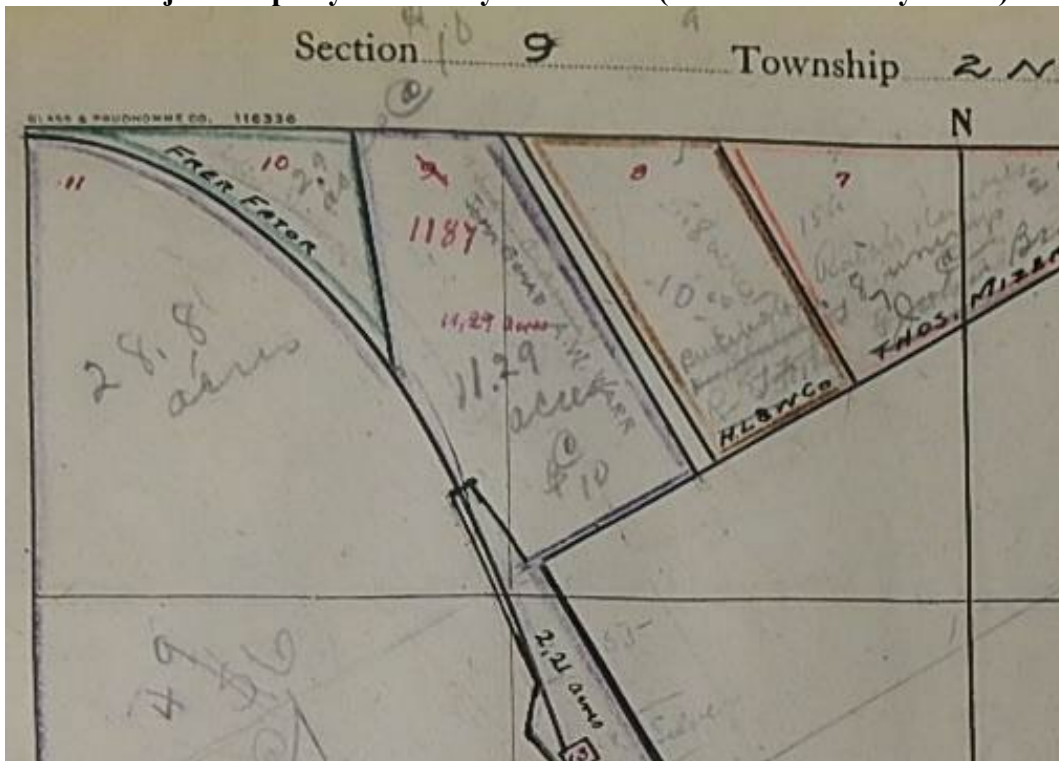
**Photo 18: Looking toward subject property from across River Street**  
**Note: another storm drain in River Street; no evidence of dumping into area storm drains was observed.**

## **8.3 APPLICABLE COPIES OF SITE DATA/HISTORICAL INFORMATION**



**Old Plat Map, Blaine County Assessor, Not Dated**

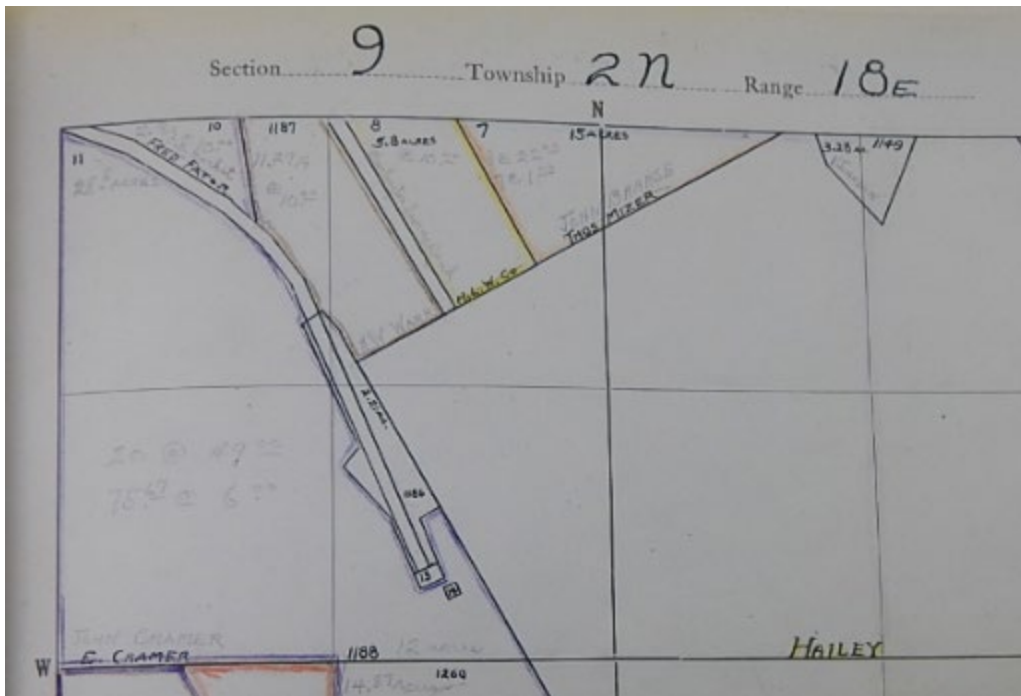
**Note: Subject Property Owned By E. Cramer (late 1800s to early 1900s)**



**Old Plat Map, Blaine County Assessor, Not Dated But Must Be 1920s (based on ownership)**

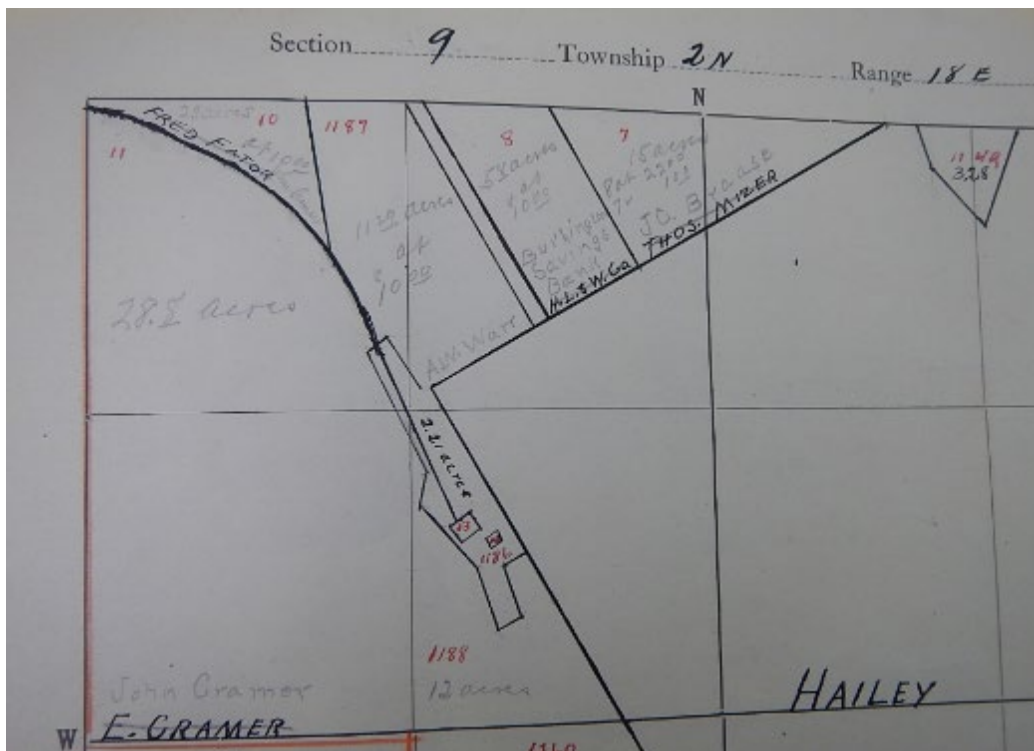
**Note: Subject Property Owned was owned by John Schad (crossed off; sold 1927), then A.W. Warr**





**Old Plat Map, Blaine County Assessor, Not Dated**

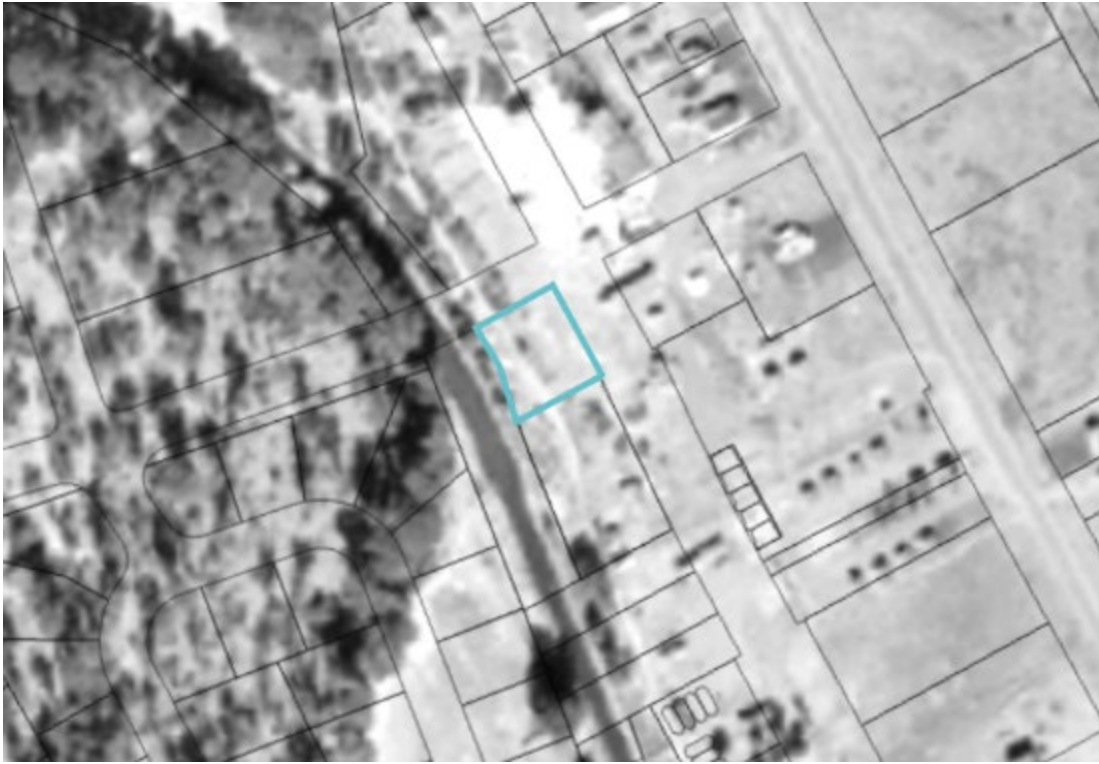
**Note: Subject Property (Part of TL 1187) Owned By A.W. Warr (1927-1933)**



**Another Old Plat Map, Blaine County Assessor, Not Dated But a Little Later**

**Note: Subject Property (Part of TL 1187) Owned By A.W. Warr (1927-1933)**





**1943 Aerial, Blaine County GIS**



**6/29/51, CVO-5G-158, Blaine County Historical Museum**



**8/20/57 Aerial Photo CVO-4T-106 Blaine County Assessor Office**



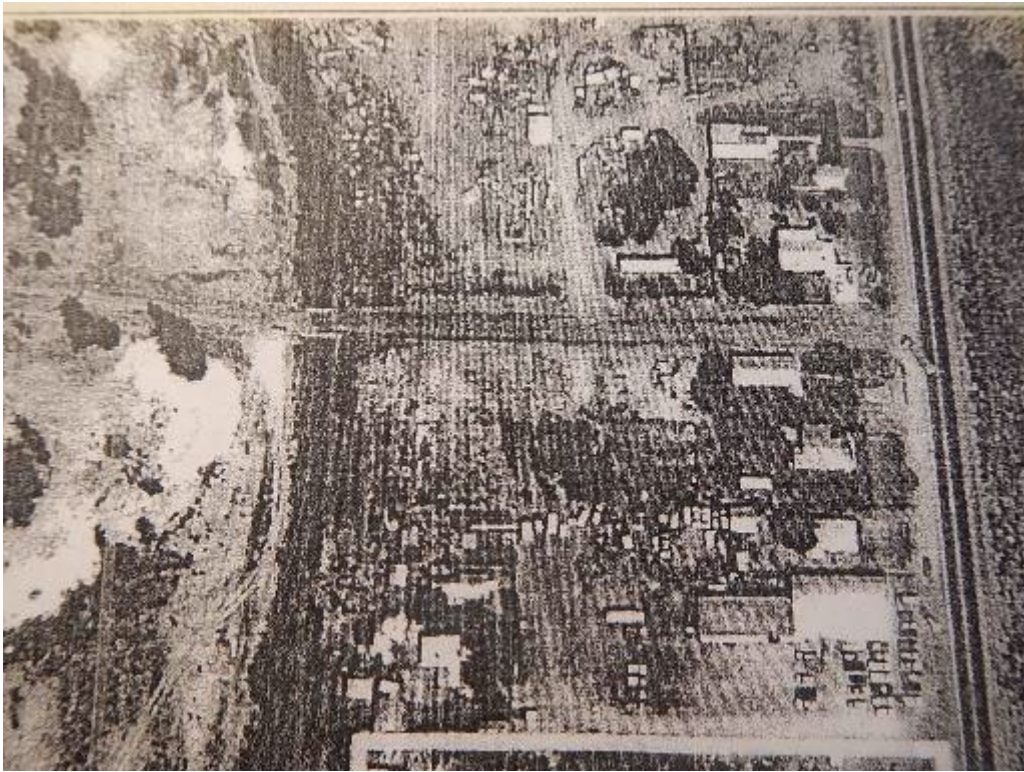
**9/3/64, Photo CVO-2EE-27, Blaine County Historical Museum**



**8/9/69, Photo CVO-1KK-160, Blaine County Historical Museum**



**7/7/76 EarthExplorer**



**1978 Aerial Photo From Report of a Nearby Property**



**5/04/83 Aerial Photograph From Planning and Zoning Office**



**8/26/83 Aerial Photograph From Planning and Zoning Office**



**6/23/86 Aerial Photograph Blaine County GIS**



**8/8/87, Photo 437-11, Blaine County Historical Museum**



**Google Earth Photograph, August 8, 1992**





**April 1995 Aerial Photograph From Planning and Zoning Office**



**6/24/95 Aerial Photograph From Planning and Zoning Office**



**6/7/97 Aerial Photograph From Planning and Zoning Office**



**Google Earth Photograph, August 27, 1998**



**8/8/02 Aerial Photograph From Planning and Zoning Office**



**6/2/03 Google Earth**



**12/31/03 Google Earth Photograph**



**2004 Blaine County GIS**



**4/27/06 Aerial Photograph From Planning and Zoning Office**



**5/19/06 Blaine County GIS**



**5/31/06 Blaine County Planning and Zoning**



**Google Earth Photograph, June 23, 2009**



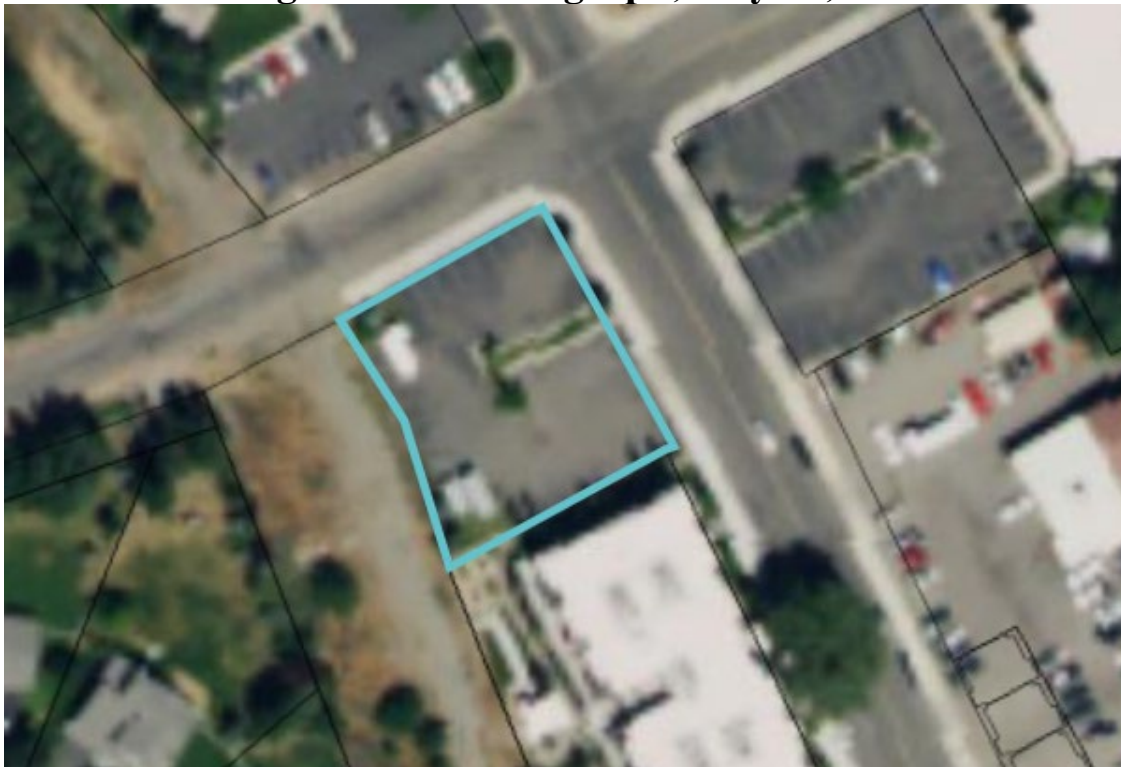
**Google Earth Photograph, December 31, 2010**



**2011 Blaine County GIS**



**Google Earth Photograph, July 20, 2013**



**2015 Blaine County GIS**





**Google Earth July 1, 2016**



**5/11/17 Blaine County GIS**



**2019 Blaine County GIS**



**8/17/20 Google Earth**



**2021 Blaine County GIS**



**2022 Blaine County GIS**



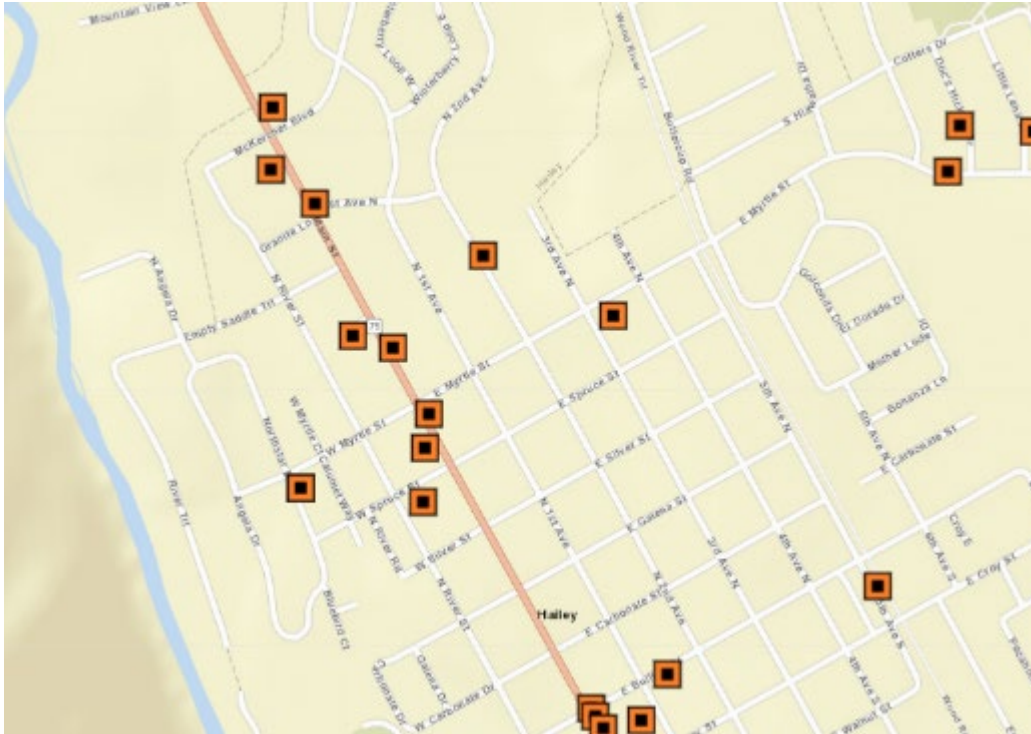
**2023 Blaine County GIS**



**2024 Blaine County GIS**

## **8.4 REGULATORY AGENCY INFORMATION**

LIST OF EPA-REGULATED FACILITIES IN ENVIROFACTS: 9/12/24; Total Number of Facilities Displayed: 36

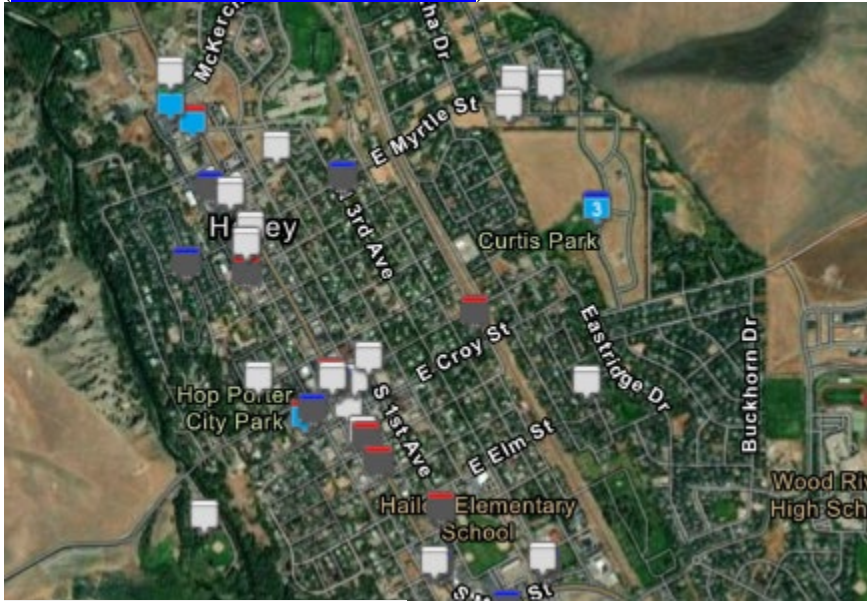


- Werry Bldg
- Us Da Fs Hailey Admin Site
- Ram Motors
- Sun Valley Cleaners Hailey
- Valley Car Wash
- Sawthooth Food And Deli
- Mini - Mart
- Hailey Elementary School
- Hailey Chevron
- Phillips 66
- Valley View Apartments
- Windermere - Sun Valley
- Lions Park
- Stinker Store 111
- Myrtle Street Connector
- Myrtle Street Path Connection
- Myrtle Street Path Connection
- Marriott Hotels: Fairfield Inn And Suites
- United Oil Hailey Bulk Plant
- Hailey Car Wash
- Sunbeam Subdivision, Phase 1
- High Track, Llc
- Highline Design Build, Llc
- Korby Builders, Llc
- Ups Hailey
- Zabala Construction, Llc
- The Sage School
- Albertsons 130
- Engel & Associates, Llc
- Boulder Mountain Property Management, Llc
- Cg Builders Llc
- Alturas Construction Services Llc
- Sun Valley Partners Construction, Llc
- Sawtooth Construction, Inc
- Indian Creek: Lemhi Drive
- Horwitz

ACS checked compliance reports for the listed facilities and none appeared to have compliance issues that would affect the subject property. Most were stormwater construction permits, RCRA waste generators (small qty or inactive), lead based paint permit violations or closed facilities. Nothing was identified that would be expected to impact the subject property.

# EPA ECHO, Enforcement and Compliance History Online, 9/12/24

<https://echo.epa.gov/facilities/facility-search/results>



## 49 Facilities Found

### Selected Criteria

Media Selected: All Media Programs  
 City, State, and/or ZIP Code: Hailey, ID

### Explore Enforcement and Compliance Criteria

- 0 Facilities with Current Violations
- 0 Facilities with Significant Violations
- 1 Facilities with Violations (3 years)
- 2 Facilities with Formal Enforcement Actions (5 years)
- 0 Facilities with Informal Enforcement Actions (5 years)
- 3 Facilities Flagged as Potential Environmental Justice Concerns

### Facility Characteristics

#### Facility Type

0 Major  49 Non-Major

#### Facility Permit/ID

13 Has Water Permit (ICIS-NPDES)  
 4 Has ICIS-Air ID  10 Has RCRA ID  
 1 Has TRI Releases

Facility Name	Mapped	Street Address	FRS ID	Reports	Compliance Monitoring Activity (5 years)	Significant Violations	Quarters with Noncompliance (3 years)	Formal Enforcement Actions (5 years)
<a href="#">ALBERTSONS 130</a>		911 NORTH MAIN STREET	110071139156		0	No	0	0
<a href="#">ALTURAS CONSTRUCTION SERVICES LLC</a>		209 GALENA DRIVE	110071425191		0	No	--	0
<a href="#">ANDREWS HEATING AND SHEET METAL</a>		1141 AIRPORT WAY	110001806868		0	No	0	0
<a href="#">ANIMAL SHELTER - WRV</a>		100 CROY CREEK ROAD	110045433152		0	No	0	0
<a href="#">BLAINE CO SD 61</a>		115 S MAIN ST	110011630672		0	No	--	0

<a href="#">BLAINE MANOR SENIOR &amp; FAMILY COMMUNITIES</a>		5. MAIN ST. & MAPLE ST.	110070837178	<b>C X</b>	0	No	0	0
<a href="#">BOULDER MOUNTAIN PROPERTY MANAGEMENT, LLC</a>		12 EAST BULLION STREET, SUITE B4	110071293419	<b>C</b>	1	No	--	0
<a href="#">CARPENTER CONSTRUCTION, LLC</a>		1555 BALDY VIEW DRIVE	110070916203	<b>C</b>	0	No	--	0
<a href="#">CROY CREEK SNOW STORAGE</a>		89 CROY CREEK RD	110070838858	<b>C X</b>	0	No	0	0
<a href="#">ENGEL &amp; ASSOCIATES, LLC</a>		101 BULLION STREET EAST, SUITE 3C	110071293414	<b>C</b>	1	No	--	0
<a href="#">FEDEX EXPRESS SUNA</a>		810 SOUTH MAIN STREET	110071070688	<b>C X</b>	0	No	0	0
<a href="#">FORMER FEDERAL EXPRESS CORP HAILEY</a>		1220 AIRPORT WAY	110005786444	<b>C</b>	0	No	0	0
<a href="#">HAILEY AUTO BODY</a>		1040 AIRPORT WAY	110032986981	<b>C</b>	0	No	0	0
<a href="#">HAILEY CAR WASH</a>		809 SOUTH 3RD STREET	110070791723	<b>C X</b>	0	No	0	0
<a href="#">HAILEY CAR WASH</a>		809 SOUTH THIRD AVE	110070712096	<b>C X</b>	0	No	0	0
<a href="#">HAILEY CHEVRON</a>		209 S MAIN ST	110024271615	<b>C I</b>	0	No	--	0
<a href="#">HAILEY ELEMENTARY SCHOOL</a>		520 SOUTH 1ST AVENUE	110021747252	<b>C</b>	0	No	0	0
<a href="#">HIGH TRACK, LLC</a>		551 DOCS HICKORY DRIVE	110070916205	<b>C</b>	0	No	--	0
<a href="#">HIGHLINE DESIGN BUILD, LLC</a>		540 LITTLE LENA DRIVE	110070916208	<b>C</b>	0	No	--	0
<a href="#">HITCH BACK</a>		619 S MAIN ST	110012285044	<b>C I</b>	0	No	--	0
<a href="#">LIONS PARK</a>		CROY CREEK RD	110044764449	<b>C</b>	0	No	--	0
<a href="#">MARRIOTT HOTELS: FAIRFIELD INN AND SUITES</a>		MARRIOTT HOTEL	110070618441	<b>C X</b>	0	No	0	0



<a href="#">MINI - MART</a>		605 N MAIN ST	110017839758	<b>C I</b>	0	No	--	0
<a href="#">MYRTLE STREET CONNECTION</a>		305 E. MYRTLE STREET	110070560798	<b>C X</b>	0	No	0	0
<a href="#">MYRTLE STREET PATH CONNECTION</a>		MYRTLE STREET, MAIN STREET TO BUTTER CUP RD	110070568811	<b>C X</b>	0	No	0	0
<a href="#">MYRTLE STREET PATH CONNECTION</a>		MYRTLE STREET, MAIN STREET TO BUTTERCUP	110070601307	<b>C X</b>	0	No	0	0
<a href="#">PHILLIPS 66</a>		HAILEY AIRPORT, HWY 89	110024273034	<b>C</b>	0	No	--	0
<a href="#">RAM MOTORS</a>		11 W SPRUCE	110005786195	<b>C</b>	0	No	0	0
<a href="#">ROCKY MOUNTAIN HARDWARE HAILEY</a>		1020 AIRPORT WAY	110015679194	<b>C I</b>	0	No	--	1
<a href="#">SAWTOOTH FOOD AND DELI</a>		701 N MAIN	110010646747	<b>C I</b>	0	No	--	0
<a href="#">SAWTOOTH CONSTRUCTION, INC</a>		513 NORTH MAIN STREET, SUITE #1	110071642491	<b>C</b>	0	No	--	0
<a href="#">SKYVIEW</a>		1440 WOODSIDE BLVD.	110070832000	<b>C X</b>	0	No	0	0
<a href="#">STINKER STORE 111</a>		1011 N MAIN ST	110046466846	<b>C</b>	0	No	0	0
<a href="#">SUN VALLEY CLEANERS HAILEY</a>		218 S MAIN ST	110005787354	<b>C</b>	0	No	0	0
<a href="#">SUN VALLEY PARTNERS CONSTRUCTION, LLC</a>		510 CD OLENA DRIVE	110071537820	<b>C</b>	0	No	--	0
<a href="#">SUN VALLEY RUG &amp; TILE COMPANY, INC</a>		1221 AIRPORT WAY	110070324527	<b>C</b>	0	No	--	0
<a href="#">SUN VALLEY STAGES</a>		1131 AIRPORT WAY	110017839589	<b>C I</b>	0	No	--	0
<a href="#">SUNBEAM SUBDIVISION, PHASE 1</a>		MYRTLE STREET AND QUIGLEY -----	110070824866	<b>C X</b>	1	No	0	0

<a href="#">THE SAGE SCHOOL</a>		QUIGLEY FARMS LOT 15 BLOCK 2	110071097589		0	No	0	0
<a href="#">TOWN REFRIGERATION</a>		1140 AIRPORT WAY	110001806859		0	No	0	0
<a href="#">UNITED OIL HAILEY BULK PLANT</a>		118 E 5TH AVE	110070630924		0	No	0	0
<a href="#">UNITED PARCEL SERVICE HAILEY</a>		111 S RIVER ST	110005791287		0	No	4	2
<a href="#">UPS HAILEY</a>		111 SOUTH RIVER STREET	110071066315		0	No	0	0
<a href="#">US DA FS HAILEY ADMIN SITE</a>		309 S MAIN	110005780823		0	No	0	0
<a href="#">VALLEY CAR WASH</a>		817 S 3RD ST	110010646738		0	No	--	0
<a href="#">VALLEY VIEW APARTMENTS</a>		800 2ND AVE N	110024282774		0	No	--	0
<a href="#">WERRY BLDG</a>		128 MAIN ST	110005780431		0	No	0	0
<a href="#">WINDERMERE - SUN VALLEY</a>		100 N MAIN ST	110024282836		0	No	--	0
<a href="#">ZABALA CONSTRUCTION, LLC</a>		11715 STATE HWY 75	110071091357		0	No	--	0

None of the listed facilities had significant violations. Two facilities had formal enforcement actions (Rocky Mountain Hardware and UPS). Rocky Mountain Hardware is over a mile from the subject property; on 3/25/2021, a NOW was issued to Jennifer Douglas, in reference to Rocky Mountain Hardware, Inc.'s Est. No. 88378-ID-1 late submission of their 2020 annual production report, as required of Section 7 of FIFRA. UPS was issued a fine for paperwork issues involving RCRA (shipping of hazardous materials). EPA determined that Respondent generated, accumulated, and offered for transport, treatment, and/or disposal from its facilities certain hazardous waste streams, including ignitable, corrosive, and reactive substances, including acute hazardous wastes without complying with RCRA and the regulations promulgated for generators of hazardous waste. Within 30 days of the effective date of the settlement, Respondent will pay \$5,323,008.00 in civil penalty and Respondent has 36 months to come into compliance. This was a nationwide case but the Hailey location was listed. Neither of these would not be expected to impact the subject property.

## Region 10 Superfund Sites in Reuse- None in Subject Area 9/12/24

<https://www.epa.gov/superfund-redevelopment/region-10-superfund-sites-reuse>

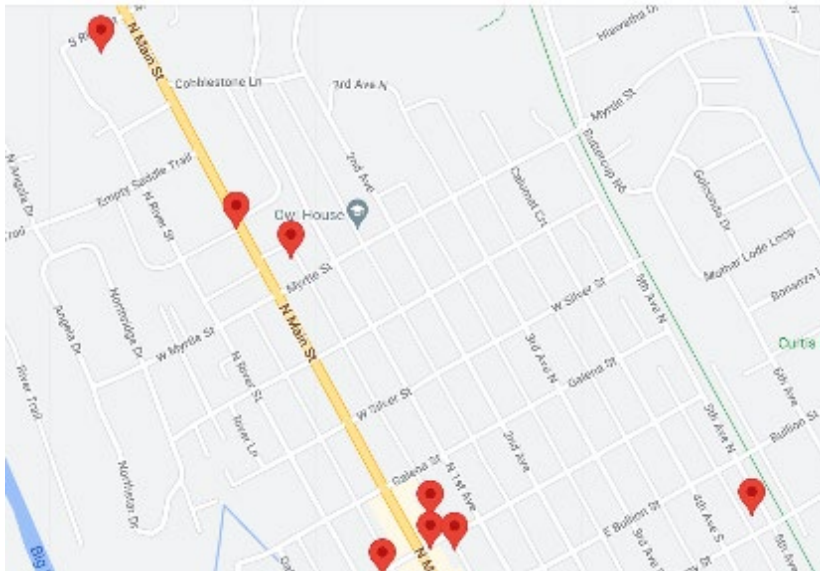
### Idaho (Map)

- [ARRCOM \(Drexler Enterprises\) \(Rathdrum, ID\)](#)
- [Blackbird Mine \(Lemhi County, ID\)](#)
- [Bunker Hill Mining & Metallurgical Complex \(Smelterville, ID\)](#)
- [Conda Mine \(Soda Springs, ID\)](#)
- [Eastern Michaud Flats Contamination \(Pocatello, ID\)](#)
- [Kerr-McGee Chemical Corp. \(Soda Springs Plant\) \(Soda Springs, ID\)](#)
- [Monsanto Chemical Co. \(Soda Springs Plant\) \(Soda Springs, ID\)](#)
- [Pacific Hide & Fur Recycling Co. \(Pocatello, ID\)](#)
- [Union Pacific Railroad Co. \(Pocatello, ID\)](#)

**National Response Center Query Results, Hailey, Idaho, (query down on 12/3/13; updated by year manually on 9/12/24)** <http://www.nrc.uscg.mil/>

<u>Date/Time Received</u>	<u>Description Of Incident</u>	<u>Incident Cause</u>	<u>Incident Date/Time</u>	<u>Location</u>	<u>Suspected Responsible Company</u>	<u>Medium Affected</u>	<u>Material Name</u>
05-JUL-1996 01:24	CHEMICAL EXPLOSION AT PRIVATE CITIZEN'S STORAGE SHED / UNKNOWN AMOUNT OF DIESEL AND 500LBS OF FERTILIZER IN SHED	UNKNOWN	04-JUL-1996 21:35	COLORADO GULCH		AIR	UREA
05-JUL-1996 01:24	CHEMICAL EXPLOSION AT PRIVATE CITIZEN'S STORAGE SHED / UNKNOWN AMOUNT OF DIESEL AND 500LBS OF FERTILIZER IN SHED	UNKNOWN	04-JUL-1996 21:35	COLORADO GULCH		AIR	OIL: DIESEL
29-JUN-1995 11:36	28-50 LBS BAGS OF THIO-UREA WERE DUMPED IN COLORADO GULCH - UNPATENTED MINING CLAIM- BAGS INSIDE BLDG	DUMPING	28-JUN-1995 12:00	SW QUARTER OF SW QUARTER	MINING CLAIM- BARON NO.1	LAND	UREA
03-SEP-1993 14:18	DISCOVERED A DUMP SITE ON PUBLIC LAND 50 FT X 20 FT	DUMPING	02-SEP-1993 15:00	SECTION 25 NE 1/4 OF SW 1/4		LAND	UNKNOWN MATERIAL

List of Registered Underground Storage Tanks in Hailey (33 facilities)



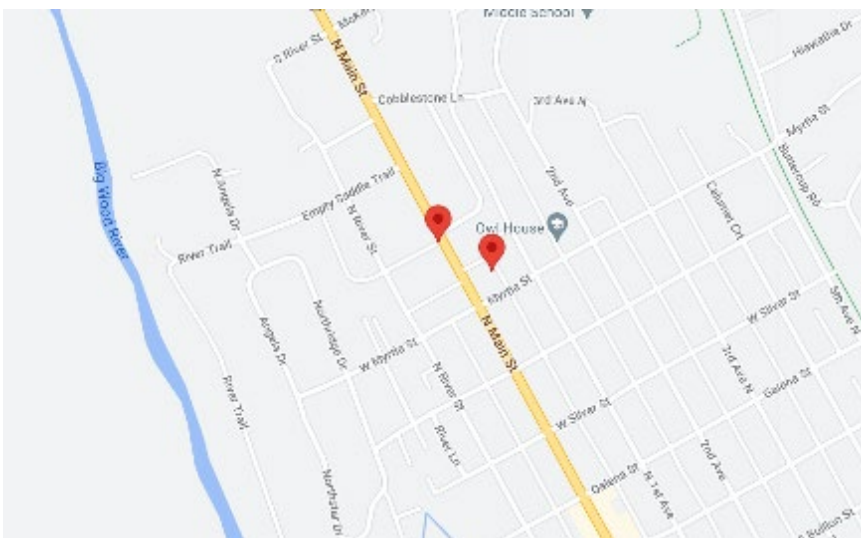
**33 Matching Facilities**

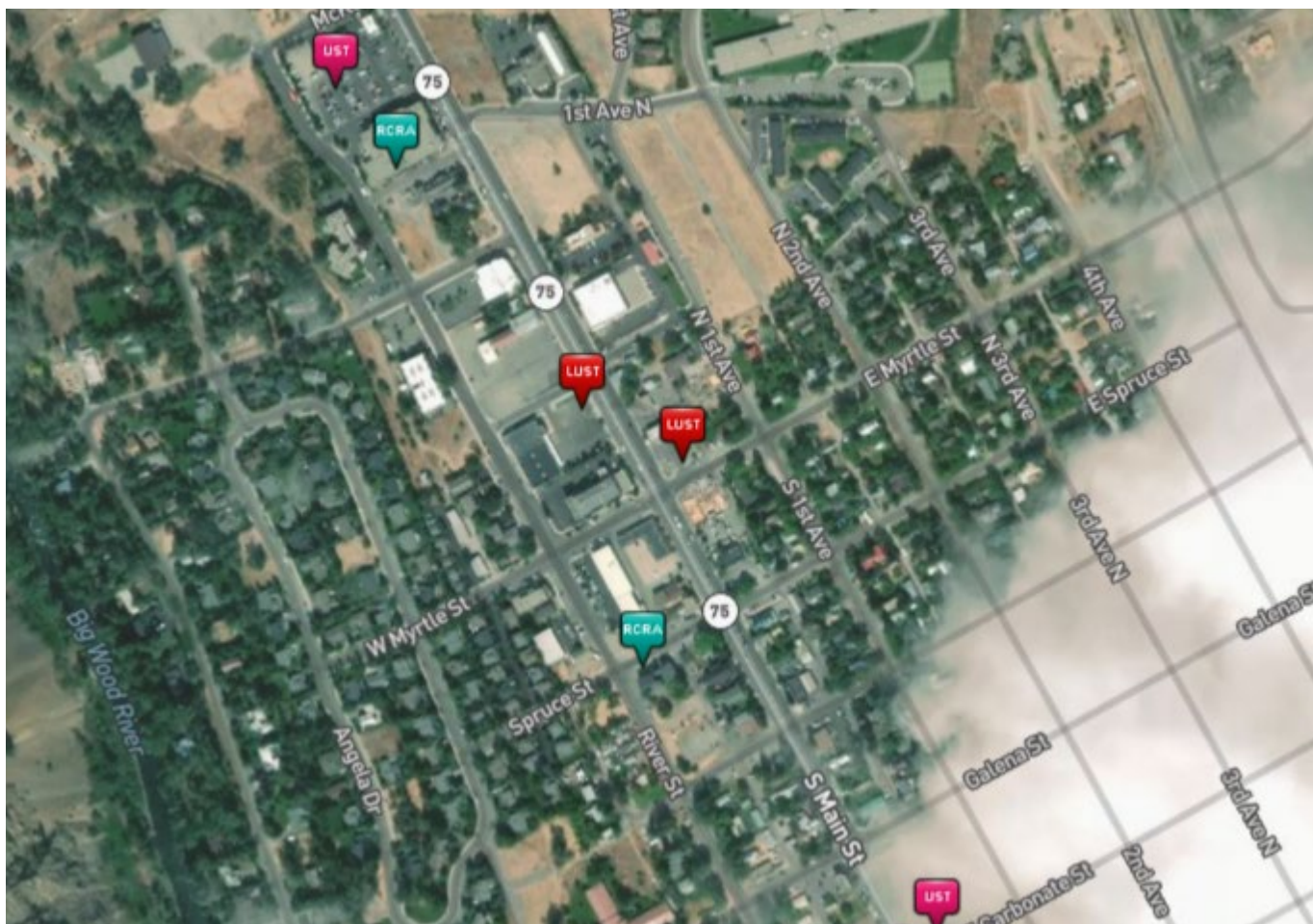
ID	Facility Name	Owner Name	Facility Address	City	Last Inspection
4-070014	ASSOCIATED DAIRIES	ASSOCIATED DAIRIES	11 MAPLE	HAILEY	
4-070062	Base Camp Hailey #101	Hailey Holding LLC	600 N MAIN St	HAILEY	7/12/2023
4-070050	BLAINE CO SCHOOL DIST #61	BLAINE CO SCHOOL DIST #61	1022 FOX ACRE RD	HAILEY	
4-070060	BLAINE COUNTY ROAD & BRIDGE	BLAINE COUNTY	BOX 400, Broadford Highlands Ln	HAILEY	
4-070059	BLAINE COUNTY SHERIFF	BLAINE COUNTY SHERIFF	220 S 15T	HAILEY	
4-070634	ERIC ALBERDI	ERIC ALBERDI	411 W CROY ST	HAILEY	
4-070043	FRIEDMAN MEMORIAL AIRPORT	FRIEDMAN MEMORIAL AIRPORT	1616 AIRPORT WAY	HAILEY	
4-070011	Hailey City Shop	CITY OF HAILEY	12 W CARBONATE ST	HAILEY	
4-070012	Hailey City Woodside WWTP	CITY OF HAILEY	4297 GLENBROOK DR	HAILEY	
4-070632	Hailey Woodside CFN	Christensen Inc.	4170 GLENBROOK	HAILEY	7/17/2024
4-070061	HITCRACK	Nathan Fierman	619 S MAIN ST	HAILEY	10/14/2015
4-070613	ITD Hailey	IDAHO TRANSPORTATION DEPARTMENT	110 Bartholemew	HAILEY	12/13/2011
4-070610	JIM WALKER	JIM WALKER, JIM WALKER	702 S 4TH AVE	HAILEY	
4-070055	McStay Construction		4150 Glenbrook Dr.	HAILEY	
4-070609	Oasis Stop N Go #31	Jackson Energy	209 S MAIN ST	HAILEY	9/7/2022
4-070068	POWER ENGINEERS INC	POWER ENGINEERS INC	1040 1/2 AIRPORTE WAY	HAILEY	
4-070013	RAM MOTORS	CURRY CORP	202 N MAIN ST	HAILEY	
4-070007	S & H AUTO PARTS	ADAMSON'S INC	303 S MAIN ST	HAILEY	
4-070620	SAWTOOTH AUTO SALES	TERRY BASOLO	910 AIRPORT WAY, 920 S MAIN ST	HAILEY	
4-070025	SAWTOOTH FOOD & DELI 350/ VALLEY TEXACO	SUTTON & SONS AUTO CENTER	703 N MAIN	HAILEY	
4-070067	SOUTHERN IDAHO DIST	WATKINS INC	110 N RIVER ST	HAILEY	
4-070633	Stinker Store #111	JOSHNIK, LLLP	1011 MAIN STREET N	HAILEY	7/17/2024
4-070044	SUN VALLEY AVAITION INC	TORREY JET AVIATION	FRIEDMAN MEMORIAL AIRPORT/TORREY HANGER	HAILEY	
4-070636	SUN VALLEY AVIATION	SUN VALLEY AVIATION	NE END OF FRIEDMAN MEMORIAL AIRPORT	HAILEY	

ID	Facility Name	Owner Name	Facility Address	City	Last Inspection
4-070034	Sun Valley Aviation	Atlantic Aviation	2230 AVIATION DR	HAILEY	9/7/2022
4-070042	SUN VALLEY AVIATION	SUN VALLEY AVIATION	FRIEDMAN MEMORIAL AIRPORT/ NORTH END	HAILEY	
4-070607	SUN VALLEY STAGES-Hailey	SUN VALLEY STAGES INC	1131 AIRPORT WAY	HAILEY	3/27/2014
4-070003	TRISTATE EXCAVATION	TRISTATE EXCAVATION	5 WOODSIDE INDUSTRIAL PARK	HAILEY	
4-070026	U-SAVE AUTO RENTAL	ALLEN MARSH	1221 AIRPORT WAY	HAILEY	
4-070010	UNITED OIL HAILEY 3	FRANKLIN UNITED INC	200 S MAIN	HAILEY	
4-070018	US West Hailey	CenturyLink - Joe Robertson	118 N MAIN	HAILEY	
4-070608	Valley Car Wash	Sun Valley Car Wash II LLC	817 South 3rd Ave. S	HAILEY	9/7/2022
4-070021	WOOD RIVER BEVERAGE CO	ROBERT L. WIESEN,ROBERT L WIESEN	910 4TH ST S	HAILEY	

List of Leaking Underground Storage Tanks in Hailey (11 facilities); All Clean-Up Complete, 9/12/24

ID	Facility Name	Owner Name	Facility Address	City	Last Inspection
4-070062	Base Camp Hailey #101	Hailey Holding LLC	600 N MAIN St	HAILEY	7/12/2023
4-070050	BLAINE CO SCHOOL DIST #61	BLAINE CO SCHOOL DIST #61	1022 FOX ACRE RD	HAILEY	
4-070061	HITCRACK	Nathan Fierman	619 S MAIN ST	HAILEY	10/14/2015
4-070610	JIM WALKER	JIM WALKER, JIM WALKER	702 S 4TH AVE	HAILEY	
4-070609	Oasis Stop N Go #31	Jackson Energy	209 S MAIN ST	HAILEY	9/7/2022
4-070620	SAWTOOTH AUTO SALES	TERRY BASOLO	910 AIRPORT WAY, 920 S MAIN ST	HAILEY	
4-070025	SAWTOOTH FOOD & DELI 350/ VALLEY TEXACO	SUTTON & SONS AUTO CENTER	703 N MAIN	HAILEY	
4-070034	Sun Valley Aviation	Atlantic Aviation	2230 AVIATION DR	HAILEY	9/7/2022
4-070042	SUN VALLEY AVIATION	SUN VALLEY AVIATION	FRIEDMAN MEMORIAL AIRPORT/ NORTH END	HAILEY	
4-070636	SUN VALLEY AVIATION	SUN VALLEY AVIATION	NE END OF FRIEDMAN MEMORIAL AIRPORT	HAILEY	
4-070010	UNITED OIL HAILEY 3	FRANKLIN UNITED INC	200 S MAIN	HAILEY	





EXISTING LANDFILLS, 10EQ

Printed 7/1/96

COUNTY	NAME	SECTION	RANGE	TWNSHIP	LOCATION	RD	RD	OWNER	OPERATOR	CONTACT	ADDRESS	CITY	ZIP
ADA	HIDDEN HOLLOW	Sec 12	R01E	T04N	SEAFARIG GULCH RD.	SWRD	4	ADA COUNTY	ADA CO. SWAMP	DAVE HOE	900 SEAFARIG GULCH RD.	BOISE	83701
ADAMS	GOODRICH LANDFILL	Sec 17 NE1/4 SW1/4	R01E	T10N	4 MI SW OF COOKS	SWRD	3	ADAMS COUNTY	ADAMS COUNTY	ED KESLER	PO BOX 48	COUNCIL	83612
ADAMS	HEMAN VALLEY LANDFILL	Sec 28	R02W	T14S	3/4 MI W. OF NEW MEADOWS	SWRD	2	PUBLIC LANDS	ADAMS COUNTY	ED KESLER	PO BOX 48	COUNCIL	83612
ADAMS	NEW MEADOWS LANDFILL	Sec 14 SE1/4 SW1/4	R01E	T10N	4 MILES W. OF NEW MEADOWS	SWRD	2	PUBLIC LANDS	ADAMS COUNTY	ED KESLER	PO BOX 48	COUNCIL	83612
BARBOCK	FT. HALL CANYON NEW MSWLF	Sec 25 NW1/2 SW1/4	R02E	T07S	FORT HALL MINE RD., FOCATELLO	SEHD	8	BARBOCK COUNTY	BARBOCK COUNTY	VANDER BODDIE	1500 FT. HALL CANYON RD	FOCATELLO	83294
BARBOCK	FT. HALL CANYON OLD MSWLF	Sec 25 NW1/2 SW1/4	R02E	T07S	FOCATELLO	SEHD	8	BARBOCK COUNTY	BARBOCK COUNTY	VANDER BODDIE	1500 FT. HALL CANYON RD	FOCATELLO	83294
BARBOCK	MCCAMMON MSWLF	Sec 18	R04E	T08N	2 MI. E. OF MCCAMMON ON HWY33	SEHD	8	BARBOCK COUNTY	BARBOCK COUNTY	VANDER BODDIE	1500 FT. HALL CANYON RD	FOCATELLO	83294
BEAR LAKE	MONTPELIER CANYON	Sec 08	R04E	T13S	3MI. E. OF MONTPELIER	SEHD	8	BEAR LAKE COUNTY	BEAR LAKE COUNTY	E. MARSHALLE	PO BOX 106	MONTPELIER	82461
BEAR LAKE	BEAR LAKE CO. RT. MARIES LF	Sec 25 NW1/4 SW1/4	R02W	T42S	2 MI. SE. OF ST. MARIES	NRD	1	BENEWAH COUNTY	BENEWAH COUNTY	JACK BUELL	809SWHW CO. COURTHOUSE	ST. MARIES	83281
BENEFICIAL	ANDREDEEN CITY LANDFILL	Sec 02 NW1/4 SW1/4	R04E	T06S	1.28 MI. E. OF ANDREDEEN	SEHD	8	ANDREDEEN	ANDREDEEN		17 N. MAIN ST.	ANDREDEEN	83210
BONNER	FIELDING LANDFILL MSWLF				716 N 1133 E. SHELLEY	SEHD	8	FIELDING FARMS	FIELDING FARMS	N MORGAN		BONNER	83201
BLAINE	CAREY LANDFILL	Sec 30	R02E	T01S	4 MI W. OF CAREY	SEHD	8	BLAINE COUNTY	BLAINE COUNTY		206 1st. Ave.	HAILEY	83333
BLAINE	ORNO GULCH LANDFILL	Sec 16 NW1/4 SE1/4	R10E	T08N	4 MI. N. & 2.5 MI. E. OF HAILEY	SEHD	8	STATE LEASE TO	BLAINE COUNTY		206 1st. Ave.	HAILEY	83333
BOISE	GARDEN VALLEY LANDFILL	Sec 27	R04E	T09N	MIDDLE FORK ROAD	SWRD	4	BOISE COUNTY	BOISE COUNTY	MARGARET DRAKE	PO BOX 167	IDAHO CITY	83401
BOISE	HORNSHOE BEND LANDFILL	Sec 33	R02E	T07N	2.8 MI. W. OF HWY 88	SWRD	4	BLM	BOISE COUNTY	MARGARET DRAKE	PO BOX 167	IDAHO CITY	83401
BOISE	IDAHO CITY WARM SP. REDGE LF	Sec 21 NE1/4 NW1/4	R04E	T04S	3 MI NW OF IDAHO CITY	SWRD	4	BOISE COUNTY	BOISE COUNTY	MARGARET DRAKE	PO BOX 167	IDAHO CITY	83401
BOISE	LOWMAN TALLIS GULCH LANDFILL	Sec 19	R02E	T09N	9 MILES FROM LOWMAN	SWRD	4	USFB	BOISE COUNTY	MARGARET DRAKE	PO BOX 167	IDAHO CITY	83401
BONNER	COLUMBIAN LANDFILL	Sec 07 NW1/4	R04W	T04N	7 MI. N. OF SANDPOINT	NRD	1	BONNER COUNTY	EXCESS DISPOSAL	GENE BROWN	BONNER CO. COURTHOUSE	SANDPOINT	83444
BONNER	DICKENSHEET LANDFILL	Sec 20	R04W	T04N	NEAR DOOLIN ON FRESH LAKE	NRD	1	ID DEPT. OF LAND	EXCESS DISPOSAL	GENE BROWN	BONNER CO. COURTHOUSE	SANDPOINT	83444
BONNER	IDAHO HILL LANDFILL	Sec 28 SW1/4 SW1/4	R04W	T04N	1.6 MI. S. OF GLENDOME ON HWY 41	NRD	1	ID DEPT. OF LAND	EXCESS DISPOSAL	GENE BROWN	BONNER CO. COURTHOUSE	SANDPOINT	83444
BONNEVILLE	BONNEVILLE COUNTY LANDFILL	Sec 03 & 10	R04E	T03N	BOISE ROAD	NRD	2	BONNEVILLE COU	BONNEVILLE COU	BOB HENRY	605 N. CAPITAL AVE	IDAHO FALLS	83402
BONNEVILLE	HATCH PIT LANDFILL	Sec 08	R02E	T03N	IDAHO FALLS	NRD	2	BONNEVILLE COU	BONNEVILLE COU	BOB HENRY	605 N. CAPITAL AVE	IDAHO FALLS	83402
BOUNDARY	BOUNDARY COUNTY LANDFILL	Sec 15 NW1/4 SE1/4	R01E	T03N	3 MILES N. OF BONNERS FERRY	NRD	1	BOUNDARY COUNTY	BOUNDARY COUNTY	RON SMITH	BOUNDARY COUNTY COURT	BONNERS FERRY	83615
BUTTE	ARCO MSWLF	Sec 13 NW1/4 SE1/4	R06E	T04N		NRD	8	BUTTE COUNTY	BUTTE COUNTY	SETH BEAL			0
BUTTE	HOARE MSWLF	Sec 24 NW1/4 SW1/4	R02E	T03N	3/4 MI NE. OF HOME	NRD	8	BUTTE COUNTY	BUTTE COUNTY	SETH BEAL			0
CAMAS	CAMAS COUNTY FAIRFIELD LF	Sec 22	R10E	T01N	12.8 MI W. OF FAIRFIELD	SEHD	5	J. FAIRFIELD'S	CAMAS COUNTY	JACK PENFROW	PO BOX 137	FARFIELD	93327
CANYON	PICKLES BUTTE LANDFILL	Sec 21 NW1/2 SW1/4	R02W	T02N	S. OF LAKE POWELL	SWRD	3	CANYON COUNTY	CANYON COUNTY	GEORGE VANCE	1115 ALBANY STREET	CALDWELL	83606
CARBON	CARBON COUNTY MSWLF	Sec 14	R04E	T02S	3 MI N. & 1 MI. E. OF GRACE	SEHD	6	CARBON COUNTY	CARBON COUNTY	MAX HIGHY			0
CASSIA	ALBION LANDFILL	Sec 12 W1/2 W1/2	R02E	T10S	ALBION	SEHD	6	S. SAVERS	CASSIA COUNTY		P.O. BOX 159	BARLEY	83303
CASSIA	ALMO LANDFILL	Sec 33 NE1/4 SW1/2	R02E	T10S	3 MILES S.E. OF ALMO	SEHD	6	BLM	CASSIA COUNTY		P.O. BOX 159	BARLEY	83303
CASSIA	BRIDGE LANDFILL	Sec 33 NE1/4 SW1/2	R02E	T10S	13 MILES S.E. OF MALTA	SEHD	6	BLM	CASSIA COUNTY		P.O. BOX 159	BARLEY	83303
CASSIA	BURLEY LANDFILL	Sec 27 NW1/4 NW1/4	R02E	T11S	S. OF BURLEY	SEHD	6	BLM	CASSIA COUNTY		P.O. BOX 159	BARLEY	83303
CASSIA	DISPOSE-ALL / BURLEY BUTTE				BURLEY BUTTE	SEHD	6	BLM	DISPOSE-ALL	DOUG LOWMEY	PO BOX 10166	BOISE	83718
CASSIA	ELBA LANDFILL	Sec 15 SE1/4 NW1/4	R02E	T10S	1 MILE E. OF ELBA	SEHD	6	BLM	CASSIA COUNTY		P.O. BOX 159	BURLEY	83303
CASSIA	JACKSON LANDFILL	Sec 15 NW1/4 SW1/4	R02E	T09S	8 MILES N. OF RUPERT	SEHD	6	BLM	CASSIA COUNTY		P.O. BOX 159	BURLEY	83303
CASSIA	MALTA LANDFILL	Sec 04 SE1/4 NW1/4	R02E	T10S	2 MILES N. OF MALTA	NRD	6	BLM	CASSIA COUNTY		P.O. BOX 159	BARLEY	83303
CASSIA	OWLEY LANDFILL	Sec 27	R02E	T13S	1 MILE N. 1 MILE E. OF OWLEY	SEHD	6	BLM	CASSIA COUNTY		P.O. BOX 159	BARLEY	83303
CASSIA	S. B. BEG DAF - MERRIBETT				13 MI. W. OF BURLEY	SEHD	6	BLM	CASSIA COUNTY		P.O. BOX 159	BARLEY	83303
CLATSOP	DUBOIS LANDFILL	Sec 01	R03E	T11N	3 MI. S. OF IDMAN	NRD	7	CLATSOP COUNTY	CLATSOP COUNTY	ROD BELCHER	CLATSOP COUNTY COURTHOU	DUBOIS	94626
CLATSOP	FULGORE LANDFILL				BRUSH CREEK	NRD	7	STATE LAND	CLATSOP COUNTY	ROD BELCHER	CLATSOP COUNTY COURTHOU	DUBOIS	94623
CLATSOP	LONG PINE LANDFILL				BRUSH CREEK	NRD	7	BLM	CLATSOP COUNTY	ROD BELCHER	CLATSOP COUNTY COURTHOU	DUBOIS	94623
CLATSOP	MEDICINE LODGE LANDFILL	Sec 25	R04E	T05N	MEDICINE LODGE	NRD	7	(PRIVATE)	CLATSOP COUNTY	ROD BELCHER	CLATSOP COUNTY COURTHOU	DUBOIS	94623
CLATSOP	ONFORD LANDFILL	Sec 1 NW1/4 SW1/4	R01E	T24N	ONFORD	NRD	2	PHILLIPS	PHILLIPS	BARBE DEVO	PO BOX 1073	ONFORD	93544
CUSTER	CHALLIS LANDFILL	Sec 04 NW1/4 SW1/4	R04E	T14N	CHALLIS	NRD	7	CUSTER COUNTY	CUSTER COUNTY	CLIFF HANSON	CUSTER COUNTY COURTHOU	CHALLIS	93226
CUSTER	MADKAY LANDFILL	Sec 01 E1/2 NE1/4	R02E	T07N	5 MILES NW. OF MADKAY	NRD	7	CUSTER COUNTY	A. SHERWOOD	CLIFF HANSON	CUSTER COUNTY COURTHOU	CHALLIS	93226
CUSTER	STANLEY LANDFILL	Sec 2424	R02E	T11N	6.5 MI. NW. OF STANLEY CHAMBER	NRD	7	USFB	CUSTER COUNTY	PAT FROEMMING	P.O. BOX 60	STANLEY	93276
ELMORE	ATLANTA LANDFILL	Sec 03 NW1/4 SW1/4	R10E	T08S	24 MILES W. OF ATLANTA	SWRD	4	USFB	ELMORE COUNTY	M.A. RIPPLE	100 S. 4th EAST	MT. HOME	83647
ELMORE	BEHNET ROAD LANDFILL	Sec 14 SW1/4 NW1/4	R07E	T04N	6 MILE. OF MOUNTAIN HOME	SWRD	4	ELMORE COUNTY	ELMORE COUNTY	M.A. RIPPLE	100 S. 4th EAST	MT. HOME	83647
ELMORE	OLDFORS PERRY LANDFILL	Sec 21 NW1/4 SW1/4	R10E	T05S	NE. OF OLDFORS PERRY	SWRD	4	ELMORE COUNTY	ELMORE COUNTY	M.A. RIPPLE	100 S. 4th EAST	MT. HOME	83647
ELMORE	MOUNTAIN HOME AFB LANDFILL	Sec 29 & 32	R04E	T04S	MT. HOME AFB	SWRD	4	US AIR FORCE	MOUNTAIN HOME	LESLA. VETL. BIDE	1026 LIBERTATOR ST.	MOUNTAIN HOME	83648
ELMORE	PRINNE LANDFILL	Sec 13 SW1/4 SW1/4	R07E	T02N	1.5 MILES W. OF PRINNE	SWRD	4	PRIVATE	ELMORE CO.	ELMORE CO.	ELMORE CO. COURTHOUSE	MT. HOME	83648
ELMORE	SIMCO ROAD LANDFILL	Sec 12 E 1/2	R04E	T02S	13 MI. SE. OF MT. HOME	SWRD	4	BLM	ID. WASTE SYSTEM	STEVE FRIEDRICH	250 BEECHWOOD AVE.	BOISE	83706
FRANKLIN	FRANKLIN COUNTY MSWLF NE				4 MILES NE. OF PRESTON	SEHD	6	FRANKLIN COUNTY	FRANKLIN COUNTY	JEFF OLSEN			0
FRANKLIN	PRESTON LANDFILL	Sec 24	R02E	T10S	2MI. W. OF PRESTON	SEHD	6	FRANKLIN COUNTY	FRANKLIN COUNTY	JEFF OLSEN			0
FREMONT	ISLAND PARK LANDFILL	Sec 16 NE1/4 SW1/4	R04E	T10N	1/2 MI. S. ON LANDFILL RD.	NRD	7	USFB	FREMONT COUNTY	NEAL HUGHES	FREMONT COUNTY COURTS	ST. ANTHONY	83446
FREMONT	ST. ANTHONY LANDFILL	Sec 16 NE1/4 SW1/4	R04E	T10N	ST. ANTHONY	NRD	7	CITY OF ST ANTH	FREMONT COUNTY	NEAL HUGHES	FREMONT COUNTY COURTS	ST. ANTHONY	83446
OSCEOLA	OSCEOLA COUNTY LANDFILL (DEVE)	Sec 08 SW1/4 NW1/4	R03W	T04N	11 MI. W. OF EMBURY	SWRD	3	BLM	OSCEOLA COUNTY	JOHN HESS	415 E. MAIN	EMBERT	83017
OSCEOLA	OSCEOLA COUNTY LANDFILL	Sec 09	R04E	T07S	11 MILES S.W. OF GOODRICH CITY	SEHD	5	BLM	CASSIA COUNTY		P.O. BOX 188	BARLEY	83303

# HISTORIC LANDFILLS, IDEQ

Revised 7/1/96

COUNTY	SITE	TOWN RANGE	STATUS	UPDATE INFO.	TYPE	ACTIVE	CLOSED	LAND INVOLVED	ACRES	TONS DAY
BRIGHAM	Grandview/Deering Perching			BLK 88	MUN					
BRIGHAM	HILLS HALF ACRE W/FRIGER	1018 R08E,532 NEUMEN	UNPAID	FEB 85	OD	YES	BLM			
BRIGHAM	MCDONALDVILLE CUP 4-87	1028 R08E,504 NWLN	07	JUNE 89	MUN	NO	YES	BLM	40	100
BRIGHAM	MORELAND		00	SEPT 76						
BRIGHAM	MORELAND		00	MAR 71	OD	NO	RJ-M5			
BRIGHAM	ORGANIC MATERIAL DUMP	1028 R08E,527	00	SEPT 72	FOOTG Y			GOLF COURSE??	5	
BRIGHAM	TRIGEE		00	JAN 72	OD	NO	RJ-M5			
BRIGHAM	TRIGEE		00	SEPT 78						
BRIGHAM	RESERVOIR		00	BLK 88	MUN	Y		?		1
BRIGHAM	TRIGEE RIVER PERCHING			BLK 88	MUN	Y		?		10
BRIGHAM	SHELLEY CITY		00	BLK 88	MUN	Y		?		10
BRIGHAM	SHELLEY DUMP	1018 R08E,527	00	NOV 72	OD	NO	RJ-M5			
BRIGHAM	SPRINGFIELD BULKY SITE	1045 R08E,502 NWLN	BULKY	JUNE 84	BULKY	YES		BLM	40	2
BRIGHAM	SPRINGFIELD CHINA COUNTY		00	BLK 80	MUN	Y		BLM 1-13M	20	
BRIGHAM	SPRINGFIELD DUMP	1045 R08E,502	00	JUN 72	MUN	Y			10	
BRIGHAM	STERLING		00	NO	NO					
BRIGHAM	STERLING-COUNTY		00	BLK 80	MUN	N		CO?	3	
BRIGHAM	TABER RD 1-13M COUNTY		00	BLK 80	MUN	Y		BLM	40	
BRIGHAM	TABER DUMP	1015 R08E,527	00	SEPT 72	MUN	Y			1	
BRIGHAM	AFONSO CITY DUMP	1018 R08E,503	MUN	JUNE 84	OD	YES		COUNTY??	10	2
BRIGHAM	FIELDS BLF CUP 87		MUN	JUNE 88	SIF	YES		PVT-FIELDS		
BRIGHAM	MORELAND/RIVERBEND, THOMAS		00	BLK 68	MUN	Y		County??	10	
BRIGHAM	SHELLEY AREA		0000	BLK 68	MUN	Y		PVT	3	
BRIGHAM	STERLING		00	SEPT 78						
BLAINE	AUTO TIRE & DISP	1028 R08E,516 S/D,NWLN	AUTO	JUN 85	STOR	YES		BLM 1-4300	8	
BLAINE	BELLEVUE		00	OCT 72	OD	NO	CL-M5			
BLAINE	BELLEVUE 1 MI. CITY		00	BLK 88	MUN	Y		BLM	1	
BLAINE	BO WOOD RIVER	1048 R08E,501	00	JAN 73	OD	NO				
BLAINE	CAREY 2 MI. COUNTY		00	BLK 88	MUN	Y		BLM		
BLAINE	CANY MOD LF	1018 R08E,508	MUN	SEPT 88	MOD	YES		BLM		
BLAINE	CANY UNPAID BY BLM	1015 R08E,503 & SEC 28	MUN	JAN 85	OD	YES		PVT		
BLAINE	HAILEY CITY		00	BLK 88	MUN	Y		??		2
BLAINE	HAILEY DUMP	1028 R08E,518	00	JAN 73	OD	NO	CL-M5		5	
BLAINE	KETCHUM	1048 R08E,504	00	JAN 73	OD	NO	CL-M5		10	
BLAINE	KETCHUM CITY FEU		00	BLK 68	MUN	Y		BLM?	18	
BLAINE	CANY	1085 R08E,508	00	JUNE 73						
BLAINE	ORIO GULCH	1028 R08E,518	ML	JUNE 73						20
BLAINE	MAJO CITY 1 MI. STATE		00	BLK 88	RECRE	Y		STATE		
BLAINE	MAJO CITY 5/2 MI. PVT		00	BLK 68	MUN	Y		PVT		
BLAINE	ORIO GULCH 5/2	1038 R08E,518 NW/2,SW/4,SE/4	MUN	MAR 84	SIF	YES		ORIO GULCH LANDS	20	
BLAINE	ORIO GULCH (NEW COUNTY)		SELF	BLK 88	MUN	N		STATE	20	
BLAINE	PCABO		00	M-5000	OD	NO				
BLAINE	PCABO 1/2 MI PVT		00	BLK 68	MUN	Y		PVT		
BLAINE	SUN VALLEY	1058 R08E,532	00	JAN 73	OD	NO	CL-M5	CITY	10	
BLAINE	SUN VALLEY CITY		00	BLK 68	MUN	Y		CITY		
BLAINE	EMMERMAN HILL	1015 R08E,535 NW/4,SW/4,SE/4	00	JAN 85	MUN	NO	JAN 85	BLM 1-810334P43	10	
BLAINE	EMMERMAN HILL COUNTY	1018 R08E,536	00	BLK 68	MUN	Y		BLM	40	
BOISE	BOC LOG YARD BOBBS	1086 R08E,503 NE/4,SW/4	??	MAR 84	OD	?		PVT	40	5
BOISE	BOISE HAY P.S. LOWMAN		00	BLK 68	RECRE	Y		USFS	1	
BOISE	CEPHREN LE	1086 R08E,507	00	MAR 84	MUN	NO		PVT		
BOISE	CEPHREN LE	1076 R08E,532	00	MAR 72	MUN	Y				
BOISE	CHICKEN DUMP	1086 R08E,518	00	SEPT 73	OD	NO	CL-M5		1	
BOISE	GARDEN VALLEY	1086 R08E,527	SL	MAR 76	MUN	Y				
BOISE	GARDEN VALLEY LF	1086 R08E,527	MUN	MAR 84	SIF	YES		TERACE LAKES	5	
BOISE	GARDEN & CO IN PAID	1076 R08E,503	00	BLK 68	MUN	N		CC 77	1	
BOISE	HORSE SHOE BEND DUMP	1076 R08E,507	QUANTITE	14-Jan-73	OD	NO				
BOISE	HORSE SHOE BEND LF	1076 R08E,530	CV	MAR 84	MOD	YES		BLM		
BOISE	HORSE SHOE BEND OLD	1076 R08E,530	00	M-5000	OD	NO				



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/21/2024

**District:** Gateway and Airport Way Districts

**STAFF:** LH/LE

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**SUBJECT:** Consideration of service contract with Hales Engineering for the Hailey Airport Way Master Plan – Traffic Analysis.

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Attached is the proposed service contract by Hales Engineering for the Hailey Airport Way Master Plan – Traffic Analysis. The attached contract includes an outline of the scope of work, the cost estimate and Hales terms and conditions.

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to authorize Chair to sign the service contract with Hales Engineering for the Hailey Airport Way Master Plan – Traffic Analysis..

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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_

September 5, 2024

Hailey City  
Brian Yeager, PE PLS  
115 S Main St  
Hailey, ID 83333

Hailey Urban Renewal Agency  
Lisa Enourato  
115 S Main St  
Hailey, ID 83333

208.788.9815 Ext. 4224  
[brian.yeager@haileycityhall.org](mailto:brian.yeager@haileycityhall.org)

[lenourato@gmail.com](mailto:lenourato@gmail.com)

**Subject: ID Hailey Airport Way Master Plan – Traffic Analysis**

P3975c

Brian and Lisa,

Thank you for inviting Hales Engineering to submit this proposal to complete a traffic analysis as part of the Airport Way Master Plan in Hailey. The following is an outline of our proposed scope of work and cost estimate to complete this study according to the original RFP, our conversations with you, and standard traffic study guidelines.

**Phase 1 - Scope of Work - \$3,950**

**Task 1: Project Kick-off and Coordination Meeting**

Hales Engineering will also participate in a kick-off conference call with the team to discuss the project. Hales Engineering also plans to attend one project coordination meeting with the City and project team, as part of Phase 1. It is assumed that Hales Engineering will attend these meetings virtually.

**Task 2: Data Collection – **Completed Separately by City’s Consultant****

Hales Engineering will collect turning movement count (TMC) data during typical weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak hours at the following intersections:

- Airport Way / SH-75
- Broadford Road / Cedar Street
- Cedar Street / SH-75

The peak hour of each data collection period will be identified. Based on the results of the data collection and the project trip generation, the highest morning and evening peak hours will be identified to be analyzed in all scenarios to represent worst-case conditions. Nearby permanent count stations will be used to identify the seasonal adjustment factors that will be applied to the raw count data to normalize the counts.

*It is assumed that the cost for counts will be covered by Hailey City separate from the cost listed in this proposal.*

September 5, 2024

**Task 3: Existing (2024) Analysis**

Hales Engineering will evaluate traffic for morning and evening peak hour conditions in existing conditions using Synchro / SimTraffic software at the following intersections:

- Airport Way / SH-75
- Broadford Road / Cedar Street
- Cedar Street / SH-75

If any poor levels of service or excessive queueing are identified, Hales Engineering will recommend mitigating improvements for the roadway system.

**Task 4: Safety Analysis**

Hales Engineering will review the State of Idaho's crash history in the study area from the last five (5) years to summarize the number of crashes that have occurred at each study intersection. General observations will be made regarding the concentration of crashes or crash types as applicable. Previous in-field observations of the study area will also be used to identify and recommend potential safety improvements.

**Task 5: Future No-Build Analyses**

Hales Engineering will estimate future traffic volumes for **10- and 20-year** horizon years using historical growth rates. Hales Engineering will evaluate the existing (no-build) roadway network with traffic for future morning and evening peak hour conditions using Synchro / SimTraffic software at the following intersections:

- Airport Way / SH-75
- Broadford Road / Cedar Street
- Cedar Street / SH-75

If any poor levels of service or excessive queueing are identified, Hales Engineering will recommend mitigating improvements for the roadway system, which will lead to Task 6.

**Task 6: Future Build Analyses**

Hales Engineering will utilize the same **10- and 20-year** horizon year volume projections identified in Task 5 for the build analyses. Hales Engineering will assume changes to the roadway network identified in Task 5. Hales Engineering will evaluate the proposed (build) roadway network with traffic for future morning and evening peak hour conditions using Synchro / SimTraffic software at the following intersections:

- Airport Way / SH-75
- Broadford Road / Cedar Street
- Cedar Street / SH-75

September 5, 2024

If any poor levels of service or excessive queueing are identified, Hales Engineering will recommend mitigating improvements for the roadway system.

**Task 7: Geometric Options Consulting**

Hales Engineering will consult with City staff and other project team members on potential geometric options for the Broadford Road / Cedar Street and Airport Way / SH-75 intersection areas. This will include discussions and sketching of road alignments to improve safety and traffic flow.

**Task 8: Transportation Circulation Consulting**

Hales Engineering will consult with City staff and other project team members on potential improvements to multi-modal transportation circulation in the study area along Airport Way, Broadford Road, Cedar Street, and SH-75. Included in this is identifying the impact of connecting Aviation Drive to Broadford Road and the impact of that on the study intersections analyzed in Tasks 3, 5, and 6. Beyond roadway connections, opportunities for pedestrian and bicyclist connections will be discussed.

**Task 9: Additional On-Call Work – Time and Materials**

Hales Engineering will be available to coordinate with the City and partners on additional items as needed. This may include additional meeting attendance, additional intersection analysis, among other things. This work will only be completed upon written request and billed as time and materials. Below are the current billing rates that would be billed as part of this task:

- Office Manager: \$180
- Project Manager: \$170
- Engineer in Training: \$160

**Cost Estimate**

We anticipate that the cost to complete the first eight (8) tasks in Phase 1 identified in the scope of work will be **\$9,600**.

**Out of Scope Work (e.g. Additional Meeting Attendance)**

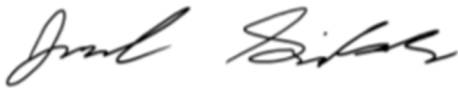
Predicting the time commitments and the number of meetings required to move a study through the approval process varies from project to project. Therefore, in the best interest of our clients, we have not included any meetings beyond those identified in this scope of work. If additional work or meetings are necessary, they will be billed separately on a time and materials basis. Additional work will be completed and/or meetings will be attended by representatives of Hales Engineering only upon prior written approval given by you or a designated representative.

September 5, 2024

**Agreement**

We will begin work after we have received the written authorization to proceed. This letter will serve as our contract along with the attached Standard Terms and Conditions. If you agree to the terms and conditions of this letter, please countersign below. Invoices for work completed will be submitted monthly for payment. Again, thank you for asking Hales Engineering to prepare this proposal. We look forward to working with you on this project. If you have any questions, please feel free to call.

Sincerely,



Josh Gibbons, PE, PTOE, RSP1  
General Manager

Accepted by: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

P3975c-UT

September 5, 2024

**STANDARD TERMS AND CONDITIONS**

These STANDARD TERMS AND CONDITIONS apply to, and are made part of, the attached letter agreement ("Agreement") by and between HALES ENGINEERING GROUP, LLC, a Delaware limited liability company, ("Consultant"), and the "Client" referenced in the signature block on the Agreement.

WITNESSETH THAT, in consideration of the premises and covenants hereinafter set forth, the parties agree as follows:

1. **Data to Be Furnished.** All information, data, reports, records and maps with respect to the Project which are available to Client and which Client deems reasonably necessary for the performance of work set forth in the Agreement, shall be furnished to Consultant without charge by Client.

2. **Personnel.** Consultant agrees that it will employ, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event, shall such personnel be the employees of Client. All the services required hereunder shall be performed by Consultant and all personnel engaged therein shall be fully qualified under applicable federal, state and local law to undertake the work performed by them. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of such personnel and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

3. **Compensation.** Client shall pay Consultant an amount not to exceed the sum noted in the Agreement as consideration for the services described. Consultant shall submit invoices to the Client monthly. Client agrees to pay the invoices within 30 days of receipt. If payment is not received within 60 days, Consultant may, at its sole discretion, elect to stop work until payments are received. In that case, Consultant will notify Client that work has ceased. Client also agrees to pay all costs, including attorney's fees and court costs, incurred by Consultant to collect on past due invoices. If Client fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt of Consultant's statement, the amounts due Consultant will be increased at the rate of 1.5% per month from due date identified on invoice.

4. **Ownership of Documents.** The work papers, drawings, photographs and any other written or graphic material, hereinafter materials, prepared by Consultant for this Project are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of Consultant's materials for information and reference in connection with the Client's use on the Project. The Client or others shall not use the Consultant's materials on other projects, or for changes to this Project without the express written consent of the Consultant. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or violation of copyright.

5. **Attorneys' Fees/Arbitration.** If either party brings an action or claim arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees incurred, as well as costs incurred, as well as expert witness fees. All disputes shall be resolved by way of binding Arbitration, which shall take place in Salt Lake City, Utah utilizing a single Arbitrator. Arbitration shall take place under the auspices of either the American Arbitration Association or JAMS, at the election of the party commencing Arbitration. The prevailing party shall also be entitled to be reimbursed for any and all Arbitration expenses incurred.

6. **Limitation of Liability.** Unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client agrees to limit Consultant's liability to Client to the sum of the Consultant's fee for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including Consultant's professional negligent acts, errors, or omissions, and Client hereby releases and holds harmless Consultant from any liability above such amount.

7. **Modification/Termination.** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing. This agreement may be terminated for convenience and without cause by either party upon seven days' written notice.

8. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Utah.

9. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.

**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 09/21/2024

**District:** Gateway and Airport Way Districts

**STAFF:** LH/LE

---

**SUBJECT:** Consideration of service contract with Opal Engineering for the Hailey Airport Way Master Plan.

---

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Attached is the proposed service contract with Opal Engineering and HURA is to include general and civil engineering services as required in relation to the Airport Way Master Plan. The attached contract includes Opals terms and conditions along with Exhibit A provides a breakdown of the billing rates and Exhibit B provides the scope of work to be performed.

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to authorize Chair to sign the service contract with Opal Engineering for the Hailey Airport Way Master Plan.

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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_

Opal Engineering, PLLC

## GENERAL SERVICES AGREEMENT

Opal Engineering, PLLC  
P.O. Box 2530  
Hailey, ID 83333

And

City of Hailey  
Urban Renewal Agency  
115 Main Street South  
Hailey, Idaho 83333

Project: HURA Airport Way Master Plan

## GENERAL SERVICES AGREEMENT

This General Services Agreement (“Agreement”), is entered into and effective on the date last signed below, by and between Opal Engineering, PLLC (hereinafter “Opal Engineering”) with its mailing address at P.O. Box 2530, Hailey, ID 83333 and **City of Hailey Urban Renewal Agency** (hereinafter “Client”) with its physical address, principal place of business, and or mailing address at **115 Main Street South, Hailey, Idaho 83333**.

### SECTION 1: PERFORMANCE OF SERVICES

#### 1.1 Effective Date

The effective date of this Agreement shall be the date of the last signature signed hereto. This Agreement shall terminate one year after the effective date, and continue for successive one (1) year terms thereafter unless either party provides thirty (30) days advance notice of its intent to terminate this Agreement.

#### 1.2 Services to be Performed by Engineer

The general and civil engineering services required by Client shall be performed as Client may from time to time request, and as mutually agreed between Client and Opal Engineering. A scope of services addendum may be attached to this agreement, upon agreement by both parties, if the project warrants such additional information.

#### 1.3 Standard Of Care

Opal Engineering represents that it will perform its services in accordance with generally accepted professional practices existing at the time of performance for the locality where the services are performed. **NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE RENDERING OF THE SERVICES PROVIDED.**

#### 1.4 Authorization To Perform

Opal Engineering represents it is appropriately licensed and registered to perform its Services in the location(s) contemplated by this Agreement.

#### 1.5 Site Observation

If construction or site inspections/observations are required within the scope of Opal Engineering’s services, Opal Engineering shall make visits to the site at intervals appropriate to the various stages of construction as Opal Engineering deems necessary in order to observe the progress of Contractor(s)’ work. Opal Engineering shall not, during such visits or as a result of such observations of Contractor(s)’ work in progress, supervise, direct or have control over Contractor(s)’ work. Opal Engineering shall not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of

Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their Work. Accordingly, Opal Engineering can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)’ failure to furnish and perform their work in accordance with the Contract Documents.

It is understood and agreed that Opal Engineering shall have no constructive use or control of Owner’s site, and therefore shall have no responsibility whatsoever for construction site safety. Such responsibility has been wholly vested in the general contractor.

### SECTION 2: CLIENT RESPONSIBILITIES

Client shall timely provide all criteria and information as may be identified by Opal Engineering. Opal Engineering may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completion thereof. Client shall designate a person to act with authority on Client’s behalf with respect to all aspects of the project. Client shall examine and respond promptly to Opal Engineering’s submittals and requests. Client shall give prompt written notice to Opal Engineering whenever Client observes or otherwise becomes aware of any defect in the Work.

### SECTION 3: COMPENSATION

In consideration for the Services performed by Opal Engineering, Client shall pay Opal Engineering the compensation based on the rates shown on attached Exhibit “A”. All Services are performed on a time and material basis, “Not to Exceed” the amounts listed in Exhibit “B”. Invoices will be submitted by Opal Engineering periodically, approximately once a month and are due within thirty (30) calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall notify Opal Engineering within fourteen (14) calendar days of invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. All outstanding balances will accrue a finance charge of 1.0% per month for each month the invoice is outstanding. With the exception of sales tax specifically relating to procurement, Opal Engineering shall pay its appropriate taxes, fees or assessments imposed by local, state, or federal government in effect at the time Opal Engineering renders its professional services. Any taxes, fees, or assessments enacted by local, state, or federal government subsequent to the date of this Agreement, will be added to amounts due to Opal Engineering under this Agreement.

### SECTION 4: DELAYS

## Opal Engineering, PLLC

Opal Engineering shall not be responsible for delays caused by factors beyond Opal Engineering's reasonable control, including but not limited to delays because of strikes, lockouts, supply chain issues, pandemics, government regulations, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Opal Engineering's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Opal Engineering's reasonable control occur, the Client agrees that Opal Engineering shall not be responsible for any damages, nor shall Opal Engineering be deemed to be in default of this Agreement. In the event of such delay, the Schedule shall be extended for a period of time equal to such delay and Opal Engineering shall be compensated for any costs, expenses or damages incurred as a result of such delay.

### **SECTION 5: Reserved.**

### **SECTION 6: SUSPENSION AND TERMINATION**

#### **6.1 Termination For Cause**

Either party shall have the right to terminate this Agreement should the other fail to cure any material breach of this Agreement within seven (7) days notice from the non-breaching party.

#### **6.2 Termination For Convenience**

Client shall have the right to terminate this Agreement for convenience after providing Opal Engineering thirty (30) days written notice.

#### **6.3 Termination Compensation**

In case of such termination, Opal Engineering shall be paid:

- (a) For completed and acceptable Services executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Services;
- (b) For expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit on such expenses;
- (c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- (d) For reasonable expenses directly attributable to termination.

### **SECTION 7: INDEMNIFICATION**

Opal Engineering agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Opal Engineering's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom Opal Engineering is legally liable. Notwithstanding the above, Opal Engineering's obligation to defend, indemnify and hold harmless shall extend only to Opal Engineering's percentage of negligence contributing to such claim, damage, loss or expense on a comparative basis of fault and responsibility between Opal Engineering and Client. It is the express intent of this indemnity clause that Opal Engineering shall not be obligated to indemnify Client for Client's own negligence.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Opal Engineering harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising in whole or in part and in any manner from the acts or failure to act, omissions, breach or default of Client, or those of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In addition, Client agrees to indemnify, defend and hold Opal Engineering harmless from or against any claim or allegation that any process, technology, equipment, materials or information provided by Client in connection with this Agreement constitutes an infringement of any U.S. patent, trade secret, trademark, copyright or other proprietary rights of any third party.

The indemnification obligations of Opal Engineering provided in this Section shall expire on the fifth year anniversary from the termination or completion of Opal Engineering's professional services provided under this Agreement. Notwithstanding the foregoing indemnification, neither party shall be liable to the other for consequential, special or indirect losses, including and not limited to loss of use, loss of revenue and loss of profit, even if advised of the possibility of such loss.

### **SECTION 8: INSURANCE**

#### **8.1 Limits**

During the performance of the Services under this Agreement, Opal Engineering shall maintain the following insurance:

- (a) Professional Liability insurance with limits of not less than \$1,000,000 annual aggregate.
- (b) Automobile Liability insurance with bodily injury and property damage limits of not less than \$300,000 for each accident.
- (c) Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability

adjudicate a claim shall be promptly dismissed by the filing party.

**13.2 Negotiation Between Executives**

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Work performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business, such notice to include the statement of that party's position and summary of arguments, and the name and title of the executive who will be representing that party and of any other person who will accompany the executive. The receiving party shall respond in kind within fifteen (15) days of the date of notice. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence, including but not limited to Idaho Rule of Evidence 408 and Federal Rule of Evidence 408.

**13.3 Mediation**

In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation following the Commercial Mediation Rules published by the American Arbitration Association. Unless the parties agree otherwise, mediation shall be held in Blaine County, Idaho. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction. The parties shall share equally the costs and fees of the mediator.

**13.4 Litigation**

In the event mediation proves unsuccessful within sixty (60) days of the appointment of the mediator, then all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by litigation, unless the parties mutually agree otherwise. The court of competent jurisdiction shall not have the authority to consider or award punitive damages as part of the court's judgment. Unless the parties agree otherwise, litigation shall be held in Fifth District Court, Hailey, Idaho.

**SECTION 14: MISCELLANEOUS**

**14.1 Notices**

Any notice hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed. Notices shall also be

deemed served five (5) business days after transmittal by United States mail, or within two (2) days if by any overnight service(s), to the business address identified below, or to the address specified in the Task Order for a particular project:

**For Opal Engineering:**

**Opal Engineering, PLLC  
P.O. Box 2530  
Hailey, ID 83333**

**For Client:**

**City of Hailey  
Urban Renewal Agency  
115 Main Street South  
Hailey, Idaho 83333**

**14.2 Applicable Law and Venue**

This Agreement and all rights, obligations, liabilities, and responsibilities of the parties hereto shall be governed by, construed, and enforced in accordance with the laws and venue of the State of Idaho.

**14.3 Subcontractors**

At its request, Client shall have the right to pre-approve the subcontracting of any services to be performed under this Agreement, which approval shall not be unreasonably withheld.

**14.4 Successors and Assigns**

Client and Opal Engineering each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. This Agreement shall not be assigned by either party without the other party's express written consent. Provided, however, Opal Engineering shall be entitled to subcontract portions of its work to other companies in which Opal Engineering has an ownership interest without first obtaining the written consent provided for under this Section.

**14.5 Equal Opportunity Employment**

Opal Engineering and Client expressly agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or disability and shall during the performance of this Agreement comply with all applicable Executive Orders and federal regulations.

**14.6 Entire Agreement**

The terms and conditions herein represent the entire agreement between the parties, and shall not be modified except by written instrument duly executed by both parties.

## Opal Engineering, PLLC

Insurance with limits of not less than \$500,000 for each occurrence.

(d) General Liability insurance with bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.

### 8.2 Endorsements

Upon a showing of specific need and formal request by Client, Client may be named as an additional insured on policies(a) and (b) listed above to the extent claims arise from the Services which are performed pursuant to this Agreement.

### 8.3 Proof Of Insurance

Upon specific request, Opal Engineering shall furnish to Client a certificate of insurance evidencing the above and including a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Client.

## SECTION 9: LIMITATION OF LIABILITY

Client agrees to limit Opal Engineering's liability for insurable events arising from Opal Engineering's performance to the insurance limits stated in Section 8, above. Opal Engineering's liability for non-insurable events including breach of contract or breach of warranty shall not exceed \$10,000.00.

Neither Opal Engineering nor Client nor either party's suppliers, agents, officers, and directors shall have any liability to the other party or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including but not limited to loss of revenue or profit, loss of use, failure to realize anticipated profits or savings, loss of or damage to data or other commercial or economic loss, even if Opal Engineering has been advised of the possibility of such damages, that such damages are foreseeable, or of potential claims by a third party.

## SECTION 10: INDEPENDENT CONTRACTOR

Opal Engineering agrees it shall operate as an independent contractor and will not be an agent, joint venturer, partner or employee of the Client, nor will it be entitled to any employee benefits provided by the Client. Opal Engineering shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees as applicable.

## SECTION 11: DOCUMENTS

### 11.1 Ownership and Reuse of Documents

(a) Opal Engineering's drawings and specifications, including all documents on electronic media, are instruments of service and, unless otherwise provided, Opal Engineering shall be deemed the author of the drawings and specifications and shall retain all

common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the drawings and specifications for the Client's information and reference. The Client agrees to waive any claim against Opal Engineering arising from any unauthorized transfer, reuse or modification of the drawings and specifications.

(b) The Client agrees, to the fullest extent permitted by law, to indemnify and hold Opal Engineering harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client.

### 11.2 Documents Supplied by Others

The parties agree that from time to time Opal Engineering may need information from Client for the rendering of the Services hereunder and Client agrees to provide Opal Engineering such information as is then available. Client recognizes that it is impossible for Opal Engineering to assure the sufficiency and accuracy of such information. Accordingly, Client waives any claim against Opal Engineering for liability or injury or loss allegedly arising from errors, omissions, or inaccuracies in documents, drawings, plans or data provided to Opal Engineering by Client or by other third parties. If any of the work or Services must be redone because of errors in drawings, plans, or data supplied to Opal Engineering, then Opal Engineering shall be compensated for such extra Services and the Schedule shall be adjusted accordingly.

## SECTION 12: CONFIDENTIALITY

It is understood that the parties may supply to each other confidential or proprietary data during the performance of this Agreement. The parties agree to protect such data from disclosure to outside parties, except where access to such data is necessary for the purpose of performing the services hereunder. Such data shall be marked "Confidential" or "Proprietary" or defined as confidential or proprietary in a separate writing. This confidentiality requirement shall not apply to data that is known to the parties prior to the execution of this Agreement or is in the public domain. In the event such data is subpoenaed by court order, or other legal process, the receiving party shall notify the other party within five (5) business days of receipt of such court order or legal process.

## SECTION 13: DISPUTE RESOLUTION

### 13.1 Exclusive Manner of Dispute Resolution

Unless otherwise agreed to by the parties, the sole means and method of resolving disputes shall be as set forth in this Agreement. Any lawsuit filed to

**14.7 Severability**

If any provision of this Agreement is held to be in violation of any applicable law rendering such provision void and unenforceable, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

**14.8. Survival**

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

**14.9 Attorneys Fees**

In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

**14.10 Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date first above written.

**City of Hailey Urban Renewal Agency**

**Opal Engineering, PLLC**

By: \_\_\_\_\_  
Larry Schwartz, HURA Chairman

By: \_\_\_\_\_  
Samantha Stahlnecker, its Principal

EXHIBIT A

Opal Engineering, PLLC  
P.O. Box 2530  
Hailey, ID 83333

2024 Hourly Billing Rates

Principal	\$ 180.00 per hour
Principal, Public Hearing Representation after 5 PM	\$ 200.00 per hour
Senior Designer	\$ 170.00 per hour
Engineering Technician	\$ 110.00 per hour

**Billing Terms and Notes**

- Overtime charges or extra work for a client will accrue only with specific authorization from client.
- Any time in excess of eight hours per day or any time on a holiday, Saturday or Sunday may be charged at 150% if above quoted rates.
- “Overnight, out of town” days will be charged at a premium rate to be determined prior to commencement of such work. Said rate to depend on complexity and liability of case.
- All rates are portal to portal.
- Reimbursable costs, graphic reproduction, and incidentals will be charged at cost plus 15%.
- Accounts are billed monthly. A rebilling charge (at annual rate of 12%) shall be added to all accounts not paid within thirty days.



Exhibit "B"

Task Order Summary

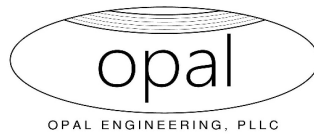
13-Sep-24

Project Number: 100.003

Prepared By: Samantha Stahlnecker, P.E.

Client: City of Hailey Urban Renewal Agency

HURA Airport Way Master Plan



Task Description	Estimated Hours				Amount
	Drafter (\$110/HR)	Designer (\$170/HR)	Engineer (\$180/HR)	Public Hearing Representation (\$200/HR)	
<b>Task 1: Discovery</b>					
Assist with preparation of existing conditions mapping.	9	2	2		\$ 1,690.00
On site evaluation of existing conditions.	2	2	2		\$ 920.00
Review and provide feedback on proposed standard street and pedestrian facility sections.			6		\$ 1,080.00
Teem Meetings.			2		\$ 360.00
<i>1.0 Subtotal</i>					\$ 4,050.00
<b>Task 2: Draft Master Plan</b>					
Prepare for and attend public input sessions.			1	4	\$ 980.00
Study infrastructure solutions.		8	8		\$ 2,800.00
Review and provide feedback on intersection concepts.			4	4	\$ 1,520.00
Review and provide feedback on land use recommendations.				4	\$ 800.00
Teem Meetings.			4		\$ 720.00
<i>2.0 Subtotal</i>					\$ 6,820.00
<b>Task 3: Final Master Plan</b>					
Assist with production of final infrastructure documentation.		6	2		\$ 1,380.00
Teem Meetings.			4		\$ 720.00
<i>3.0 Subtotal</i>					\$ 2,100.00
<b>Task 4: Adoption</b>					
Assist in adoption of master plan.			2	1	\$ 560.00
<i>4.0 Subtotal</i>					\$ 560.00

**Not To Exceed Total: \$ 13,530.00**

*This task order summary includes the costs associated with the services included in the Airport Way Master Plan Proposal by GGLO. Costs will be billed on a Time and Material basis as noted in the general services agreement to be executed by both the Client and Opal Engineering, PLLC.*

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/24/2024

**District:** Gateway and Airport Way Districts

**STAFF:** LH

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**SUBJECT:** Consideration and adoption of Resolution 2024-\_\_\_\_\_, a resolution selecting Bank in response to request for proposals to provide financing for certain projects in the Gateway Urban Renewal District.

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

All proposals are due from the banks by September 19, 2024. Beginning September 20, 2024, staff will compile the proposals received for HURA Board to review during the September 24<sup>th</sup> meeting.

Staff will upload the applicable documents on Monday, September 23, 2024 as separate links from the September 24, 2024 meeting packet.

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to direct staff to prepare a resolution selecting (*options: Zions Bank or Mountain West Bank*) in response to request for proposals to provide financing for certain projects in the Gateway Urban Renewal District.

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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_

**Hailey Urban Renewal Agency, Revenue Allocation Bonds, Series 2024**  
**Bank RFP Response Summary September 19, 2024**

Bank	Zions Bank	Mountain West
Interest Rate(s)	4.53%	4.970%
Firm or Indicative	Firm for 30 days (expires October 18)	Firm for 42 days (expires October 31)
Up-front Fees	\$1,500	\$8,000 (not to exceed)
Pre-Payment	Anytime. No Penalty	Anytime. No Penalty
Reserve Fund	Required. Standard lesser of 3 test. (Estimated at \$326,500)	Not Required
On-Going Disclosure	Annual Budgets and Audited Financials	Audited Financials
Other (non Bank) Costs of Issuance Estimate	\$75,000	\$75,000
All-In TIC	5.00%	5.57%
	<b>Summary Assumes DSRF is financed and applied against final payment</b>	
Annual Revenue Constraint	\$ 386,000	\$ 386,000
Project Fund	\$ 2,862,000	\$ 2,912,000
Total Net Debt Service	\$ 3,829,215	\$ 3,833,244

10 yr MMD as of 9/19/2024 = 2.63%



September 19, 2024

Hailey Urban Renewal Agency  
Attn: Lisa Horowitz, Executive Director

Piper Sandler & Co.  
Attn: Eric Heringer, Municipal Advisor

Lisa and Eric:

Mountain West Bank, Division of Glacier Bank ("Bank") is pleased to provide private placement, tax-exempt financing in the form of Revenue Allocation Bonds ("Loan") to the Urban Renewal Agency of the City of Hailey, Idaho ("Borrower"). Proceeds shall be utilized towards implementation of the City of Hailey's Urban Renewal Plan for the Gateway District Urban Renewal Project, which includes, but is not limited to, the acquisition of a surface public parking lot and River Street improvements. *This Bond Purchase Offer is made subject to the credit approval of the Bank.* The information provided to you is confidential and should be treated accordingly. The proposed terms and conditions are as follows:

**Revenue Allocation Bonds (Tax-Exempt)**

**Purpose:** Provide funding to be utilized towards implementation of the City of Hailey's Urban Renewal Plan for the Gateway District Urban Renewal Project, which includes, but is not limited to, the acquisition of a surface public parking lot and River Street improvements.

**Loan Amount:** Approximately \$3,000,000

**Closing Date:** Bank credit approval timeline is approximately three weeks from notification of an accepted proposal. Prior to the Closing Date, Bank will be provided with the adopted Bond Resolutions, authenticated Bonds, and legal opinion, or copies thereof.

**Maturity Date:** September 15, 2034

**Interest Rate:** The Bonds shall bear interest at a tax-exempt rate of 4.97% per annum, computed on a 365/365 basis, fixed from the date of closing for the entire term of the Bonds.

**Repayment:** Accrued interest due semi-annually on March 15<sup>th</sup> and September 15<sup>th</sup>, commencing March 15, 2025. Principal payments, as defined in the RFP, due annually on September 15<sup>th</sup>, commencing September 15, 2025.

**Loan Fees:** Bank origination fee of \$3,000. Additionally, Borrower shall be responsible for all other costs of issuance, including Bank legal fees, not to exceed \$5,000.

**Prepayment Penalty:** None

**Financial Covenants:** Borrower shall demonstrate and maintain a Debt Service Coverage Ratio of not less than 1.25:1.00. The Debt Service Coverage Ratio to be calculated annually using Borrower's audited financial statements.

**Security:** The Bonds are to be secured with Pledged Revenues as defined in the RFP.

**Other Terms and Conditions**

**Reporting:** For so long as the Bonds are outstanding and held by the Bank, Borrower will provide its annual audited financial statements to the Bank and any other information that may be reasonably requested from time to time.

**Transferability:** Bank is purchasing the Bonds with the intent to hold until maturity. The Bonds shall be transferable, only in whole, to a qualified investor as set forth in the Bond Resolutions.

**Tax Status:** The Revenue Allocation Bonds shall be issued as a qualified tax-exempt obligation of the Borrower.

**Additional Items:** Bond documentation will be prepared by bond counsel to Borrower, at Borrower expense, in the form and manner satisfactory to the Bank and will include additional terms and conditions not set forth herein. As of the Closing Date, the credit of Borrower and all other characteristics of this financing shall be as represented to the Bank without material adverse change. In the event of material adverse change, including litigation, the Bank may terminate this Bond Purchase Offer at any time by notifying Borrower in writing. This Bond Purchase Offer supersedes all prior offers or commitments, whether oral or in writing, and may only be modified in writing.

**References:** City of Coeur d’Alene  
Troy Tymesen, City Administrator  
[troy@cdaid.org](mailto:troy@cdaid.org)  
(208) 769-2300

City of Mountain Home  
Tiffany Belt, City Clerk  
[tbelt@mountain-home.us](mailto:tbelt@mountain-home.us)  
(208) 587-2104

**Acceptance:** Should Borrower wish to accept the terms and conditions set forth herein, the Bank would promptly seek credit approval. Borrower must deliver an executed copy of this Bond Purchase Offer to the Bank by September 30, 2024. If the term sheet is signed and returned, the proposed loan terms, including the interest rate, shall be held until October 31, 2024.

The terms contained herein are confidential and, except for disclosure to your officers and employees, to professional advisors retained by you in connection with this transaction, or as required by law, may not be disclosed without the prior consent of Mountain West Bank. We appreciate the opportunity to provide this proposal. Please contact me with any questions.

**Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Idaho Law.**

Sincerely,



Kyle J. Faulk  
Vice President  
Commercial Lending Manager  
121 N. 9<sup>th</sup> Street, Suite 200  
Boise, ID 83702  
(208) 887-5073

**Acknowledged and accepted this \_\_\_\_\_ day of September 2024.**

**Hailey Urban Renewal Agency**

**By:** \_\_\_\_\_  
**Lisa Horowitz**

**Hailey Urban Renewal Agency  
Urban Renewal District Revenue Allocation Bonds, Series 2024  
September 19, 2024**

Summary of Proposed Terms

Issuer: Hailey Urban Renewal Agency, Blaine County, Idaho

Purchaser: Zions Bancorporation, N.A.

Amount: Up to \$3,000,000

Interest Payments: Interest payments on the 2024 Bond to be paid semi-annually on March 15 and September 15, beginning March 15, 2025.

Principal Payments: Principal on the 2024 Bond is to be paid annually on September 15, beginning September 15, 2025

<b>Date</b>	<b>Est. Principal</b>
9/15/2025	190,000
9/15/2026	255,000
9/15/2027	270,000
9/15/2028	280,000
9/15/2029	295,000
9/15/2030	310,000
9/15/2031	325,000
9/15/2032	340,000
9/15/2033	360,000
9/15/2034	375,000

Fixed Interest Rate: **4.53%** through September 15, 2024

Tax Status: Tax-Exempt, Bank Qualified

Final Maturity Date: No later than September 15, 2034

<u>Anticipated Closing Date:</u>	November 15, 2024
<u>Debt Service Reserve:</u>	Lessor of 10% of proceeds, 1x MADS, 125% average annual DS. The reserve would be funded at closing and held by Zions Corporate Trust.
<u>Optional Redemption:</u>	Callable any time, in whole or in part at par, plus accrued interest, with 30 days written notice with no penalty/premium.
<u>Additional Bonds Test:</u>	The HURA certifies either: (a) that for the 12 months immediately preceding the issuance of the Additional Bonds, the available Revenue Allocation Revenues were not less than 150% of the Maximum Annual Debt Service on Outstanding Bonds and the projected maximum Annual Debt Service on the Additional Bonds, treating the Additional Bonds as then Outstanding, or (b) the HURA receives a Consultant's Report stating that the projected Revenue Allocation Revenues for each of the three (3) Fiscal Years following the issuance of such Additional Bonds are expected to equal at least 150% of the Maximum Annual Debt Service on Outstanding Bonds including Additional Bonds.
<u>Reporting Requirement:</u>	Audited financials to be provided within 270 days of fiscal year end. Budgets within 30 days of adoption. Other data as reasonably requested.
<u>Rate Lock:</u>	Quoted rate is fixed for 30 days from the bid date. If closing does not occur within 30 days from the bid date, rates would reset to the prevailing market rate.
<u>Escrow Agent Annual Fee:</u>	\$1,500 (1 <sup>st</sup> year due at closing)
<u>Other terms/conditions:</u>	Usual and customary conditions to issuance of the financing including: <ul style="list-style-type: none"><li>• Opinion of bond counsel and Issuer counsel, addressed to Zions Bancorporation, N.A., relating to the legality and validity of the 2024 Bond and the excludability of interest for state and federal tax purposes;</li><li>• Resolution of the HURA Governing Body;</li></ul>



- Issuer's counsel's opinion including no adverse litigation and no adverse contracts
- General and/or other certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement delivered to us with respect to the Issuer are true and correct when made and as of the closing;
- IRS Form 8038-G;
- Tax Certificate;
- W-9 (March 2024 Version) from any Entity receiving a wire transfer;
- To facilitate closing, Zions Bancorporation, N.A., requests a scan of all signed documents be delivered to by 12:00 PM the day before closing or sooner.

Purchaser Contact:

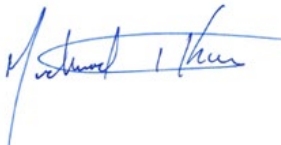
Michael Keith, Vice President

Zions Bancorporation, N.A.  
[michael.keith@zionsbancorp.com](mailto:michael.keith@zionsbancorp.com)  
(208) 501-7533  
800 W Main Street, Suite 700  
Boise, Idaho 83702

Thank you for your consideration of our proposal. Please don't hesitate to reach out with any questions.

Sincerely,

Acceptance:



Michael Keith  
Vice President  
Zions Bancorporation, N.A.

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Title:

Date:

**Zions Bancorporation, N.A.**

Identified	Hailey Urban Renewal District
Transaction:	<u>Urban Renewal District Revenue Allocation Bonds, Series 2024</u>

For the transaction identified above, Zions Bancorporation, N.A. including all of its affiliates (the Bank) is not recommending an action to you as the potential issuer. The Bank is not acting as a municipal advisor to you for this issue and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own best interests and you may wish to discuss any information or material provided to you by the Bank with any internal or external experts that you deem appropriate before acting on that information.

If the Bank has previously provided any advice to you regarding the transaction or project identified above, the Bank will not be allowed to purchase the transaction.

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/21/2024

**District:** Gateway and Airport Way Districts

**STAFF:** LH/MC

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**SUBJECT:** Consideration of the amended and restated By Laws for Hailey Urban Renewal Agency.

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Hailey Urban Renewal Agency By-Laws were adopted in 2011 and have only been amended once, in 2016.

Attached is a draft of the proposed amendments to the HURA By-Laws. Amendments include description of job duties, state statute references, expenditures, and other minor changes.

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to Resolution 2024-\_\_\_\_\_, a resolution adopting the amended and restated By Laws for Hailey Urban Renewal Agency.

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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_

RESOLUTION NO. 2024-\_\_\_\_\_

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO, REPEALING THE EXISTING BYLAWS; ADOPTING THE AMENDED AND RESTATED BYLAWS OF THE HAILEY URBAN RENEWAL AGENCY; AUTHORIZING THE CHAIRMAN AND SECRETARY TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THIS ACTION; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by 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 (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), a duly created and functioning urban renewal agency for Hailey, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the City Council (the “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;

WHEREAS, the City Council after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Airport Way Plan”);

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1295 on November 22, 2021, approving the Airport Way Plan and making certain findings;

WHEREAS, the 2024 Amended and Restated Bylaws of the Urban Renewal Agency of the City of Hailey, Idaho (the “Amended and Restated Bylaws”) were submitted and reviewed by the Agency Board of Commissioners (the “Agency Board”) at its regular meeting on September 24, 2024;

WHEREAS, the Agency Board finds it in the best interest of the Agency to adopt the Amended and Restated Bylaws to better comport with current Agency practices; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE HAILEY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2. That all previous Bylaws of the Agency and amendments to such Bylaws are hereby repealed, superseded and replaced by the Amended and Restated Bylaws attached to this Resolution as **Exhibit A** and incorporated herein are hereby adopted.

Section 3: That the Chairman and Secretary of the Agency are hereby authorized to take all required action to implement this resolution and the Amended and Restated Bylaws.

Section 4: 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 the City of Hailey, Idaho, on September 24, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September 24, 2024.

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Larry Schwartz, Chair

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Sandi Viau, Vice-Chair

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Martha Burke

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Bob Brand

---

Brian McCue

I, the undersigned, Secretary of the Hailey Urban Renewal Agency, hereby certify that the foregoing 2024 Amended and Restated Bylaws were duly adopted as the 2024 Amended and Restated Bylaws of said Agency on the 24th day of September 2024.

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Jessica Parker, Secretary

**2024**  
**AMENDED AND RESTATED BYLAWS**  
**OF**  
**THE URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO**

**ARTICLE I**  
**Name**

The Urban Renewal Agency of the City of Hailey as created pursuant to the provisions of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), shall be known as the “Hailey Urban Renewal Agency” (hereinafter “Agency”). Under the Law, the Agency is deemed an independent, public body, corporate and politic.

**ARTICLE II**  
**Offices**

The office of the Agency shall be located in the Hailey City Hall at 115 Main Street South, Suite H, Hailey, Idaho 83333.

**ARTICLE III**  
**Board of Commissioners**

Section 1. The property, business, powers, and affairs of the Agency shall be managed and controlled by the Board of Commissioners thereof. The Board of Commissioners is vested with all powers as provided by the Law, as the same now exists or as may be amended hereafter.

Section 2. The Board of Commissioners shall consist of a number of members determined in accordance with the provisions of Section 50-2006, Idaho Code, as the same now exists or as may be amended hereafter and as appointed by the Mayor of the City of Hailey, Idaho with the advice and consent of the Hailey City Council. The number of commissioners of the Agency shall be not less than three nor more than nine, which number may be increased or decreased from time to time as provided for in Section 50-2006, Idaho Code.

Section 3. Commissioners shall receive no compensation for their services but shall be entitled to the necessary expenses, including travel expense, incurred in the discharge of their duties.

Section 4. Each Commissioner shall hold office until his or her successor has been appointed and qualified. A certificate of the appointment or reappointment of a Commissioner shall be filed with the City Clerk of the City of Hailey, Idaho, and such certificate shall be conclusive evidence of the due and proper appointment of such Commissioner. Any vacancy in office shall be filled by appointment by the Mayor with the advice and consent of the Hailey City Council or as provided for by the Law.

Section 5. The qualifications and eligibility of persons to serve on the Board of Commissioners shall be as defined and described in Section 50-2006, Idaho Code, as the same now exists or may be amended hereafter.

Section 6. The Board of Commissioners shall hold regular meetings at the Hailey City Hall, 115 Main Street South, Hailey, Idaho, on the third Tuesday of the month at the hour of 11:00 a.m. Regular meetings may be held at other locations with legal notice provided in accordance with Idaho State statutes. All meetings shall be noticed according to, and held in compliance with, the Idaho Open Meeting Law.

Section 7. The Chairman or any two members of the Board of Commissioners has the power to call special meetings of the Board, the object of which shall be submitted to the Board as is appropriate to the circumstances or as otherwise provided by law; the call and object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. The person or persons authorized to call special meetings of the Board of Commissioners may fix any place as the place for holding any special meeting of the Board of Commissioners called by them. Notice for a special meeting to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage or other recognized emergency shall be as required by state law. Any special meetings shall be noticed according to, and held in compliance with, the Idaho Open Meeting Law.

Section 8. A majority of the members of the Board of Commissioners as fixed by Section 2 above shall constitute a quorum for the purpose of conducting business and exercising the powers of the Agency and for all other purposes. Official action may be taken by the Board of Commissioners upon a vote of a majority of the members thereof present at a duly convened regular or special meeting at which a quorum is present.

Section 9. The Board of Commissioners, by majority vote, may employ an Administrator, who shall serve as the Executive Director of the Agency. The Administrator serves at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board. The Board of Commissioners, or as delegated to the Administrator, is empowered to employ technical experts, legal counsel, and such other agents and employees, permanent and temporary, as the Agency may require. The compensation for all of said persons so employed shall be determined by the Board as may be delegated to the Administrator.

Section 10. The Board of Commissioners shall file with the City Clerk, City of Hailey, Idaho, and the State Controller's Office, on or before March 31st of each year or such date as may be set by state law, a report of its 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. At the time of filing said report the Board of Commissioners shall cause to be published in the *Idaho Mountain Express*, Ketchum, Idaho, a notice to the effect that such report has been filed with the City and the State Controller's Office and that the report is



available for inspection during the regular business hours in the office of the City Clerk, in the office of the Agency, and at all times on the website of the State Controller.

Section 11. For inefficiency or neglect of duty or misconduct in office, a Commissioner may be removed by a majority vote of the local governing body only after a hearing and only after he or she shall be given a copy of the charges at least ten (10) days prior to such hearing and shall have had an opportunity to be heard in person or by counsel.

#### **ARTICLE IV Officers**

Section 1. The officers of the Agency shall be a Chair, a Vice-Chair, Secretary, Treasurer, and such other officers as the Board of Commissioners may deem necessary. Only the Chair and Vice Chair need be members of the Board of Commissioners. The offices of Secretary and Treasurer may be combined upon approval of the Board.

Section 2. The Board of Commissioners shall elect the Chair, Vice-Chair, Secretary, Treasurer, and such other officers as are deemed necessary for a term of one (1) year and until his or her successor is duly elected and qualified. Such elections shall occur at the regular Board meeting held in February. Officers elected at that meeting shall hold office until the February meeting the following year.

Section 3. The Chair shall be the chief presiding officer of the Agency. The Chair shall, subject to the control of the Board of Commissioners, in general supervise and control all of the business and affairs of the Agency. The Chair shall, with the Secretary or any other proper officer of the Agency thereunto authorized by the Board of Commissioners, execute all deeds, bonds, contracts, and other legal documents authorized by the Board, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Commissioners, or by these Amended and Restated Bylaws, to some other officer or agent of the Agency, or shall be required by law to be otherwise signed or executed. The Chair shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Chair shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 4. The Vice-Chair shall be possessed of all the powers and shall perform all the duties of the Chair in the absence or disability of the Chair. The Vice-Chair shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Vice-Chair shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 5. The Secretary shall cause to be kept the minutes of all proceedings of the Board; shall cause the giving and serving of all notices of meetings of the Board of Commissioners as required by these Amended and Restated Bylaws or the law; shall provide for the execution, along with the Chair, or other corporate officer, in the name of the Agency, all

deeds, bonds, contracts, and other legal documents and instruments as authorized by the Board of Commissioners and shall be the custodian of the Agency seal, books, Amended and Restated Bylaws, and such other books, records, and papers of the Agency as the Board of Commissioners shall direct. The Secretary shall also keep a register of the post office address of each Commissioner which shall be furnished to the Secretary by such Commissioner. In addition, he or she shall perform other duties and have such responsibilities as may be designated by the Board of Commissioners. In case of the absence or disability of the Secretary or his or her refusal or neglect to perform such duties, all duties required of the Secretary may be performed by the Chair or Vice-Chair or such other person as may be designated by the Board of Commissioners.

Section 6. The Treasurer shall have the general custody of all the funds and securities of the Agency and shall have general supervision of the collection and disbursement of funds of the Agency. The Treasurer shall provide for the endorsement, on behalf of the Agency, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Agency in such bank or banks or depositories as the Board may designate. He or she may sign, with the Chair or such other person or persons as may be designated for said purpose by the Board of Commissioners, all negotiable instruments. He or she shall enter or cause to be entered regularly in the books of the Agency full and accurate account of all monies received and paid by him or her on account of the Agency; shall at all reasonable times exhibit the Agency books and accounts to any Commissioner of the Agency at the office of the Agency during regular business hours; and, whenever required by the Board or the Chair, shall render a statement of his or her accounts. He or she shall perform such other duties as may be prescribed from time to time by the Board of Commissioners or by the Amended and Restated Bylaws. The Treasurer shall give bond for the faithful performance of his or her duties in such sum and with such surety as shall be required by the Board of Commissioners.

Section 7. The officers of the Board of Commissioners that are members of the Board of Commissioners shall not receive any salaries for their services.

Section 8. If any of the foregoing offices described in this Article shall, for any reason, become vacant, the Board of Commissioners shall elect a successor who shall hold office for the unexpired term and until a successor is elected and qualified.

## **ARTICLE V**

### **Miscellaneous**

Section 1. The Board of Commissioners may appoint one or more committees to investigate and study matters of Agency business and thereafter to report on and make recommendations concerning said matters assigned to the Board of Commissioners. When possible each of said committees shall be chaired by a member of the Board of Commissioners, but said committees may be comprised of persons other than members of the Board of Commissioners. No such committee shall have the power to make final Agency decisions and power being vested solely in the Commissioners. The terms of office, the persons serving, the

matters to be studied, and all procedural decisions shall be made and decided by the Board of Commissioners.

The Board of Commissioners may establish an Executive Committee, consisting of the Board Chair and Vice-Chair or Secretary or Treasurer (or the combined office of Secretary/Treasurer), but no more than two board members, to investigate and study certain matters of the Agency without the necessity of convening a meeting of the full Board of Commissioners. The Board of Commissioners may delegate to the Executive Committee, or to the Agency Administrator (if an administrator has been appointed), the authority to approve invoices or expenses in an amount not to exceed up to \$10,000 with required copy of the invoice or bill and payment voucher distributed to all members of the Board electronically, prior to the payment. The invoice and payment voucher shall be presented to the Board at its next Board meeting for review and ratification. The Executive Committee shall report its activities to the full Board at one of the monthly Board meetings. Specific matters to be studied and any procedural protocol of the Executive Committee shall be defined by the Board of Commissioners and may be revised from time to time as appropriate by the full Commission.

Section 2. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Commissioners, the Treasurer of the Agency, with the approval of the Chair, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Agency as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the Agency, each of which checks shall be signed by two of such Commissioners, officers, or bonded employees of the Agency as shall be authorized by the Board of Commissioners. All funds of the Agency not otherwise employed shall be deposited from time to time to the credit of the Agency in such banks, trust companies, or other depositories as the Board of Commissioners may select.

Section 3. No loans shall be contracted on behalf of the Agency and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Commissioners and in compliance with the Law. Such authority may be general or confined to specific instances.

Section 4. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Agency, shall be signed by such officer or officers, agent or agents of the Agency and in such manner as shall from time to time be determined by the Board of Commissioners.

Section 5. The Board of Commissioners may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Agency, and such authority may be general or confined to specific instances.

Section 6. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern regular and special meetings of the Board of Commissioners or state law in all cases to which they are applicable and in which they are not inconsistent with

these Amended and Restated Bylaws and any special rules of order the Board of Commissioners may adopt.

Section 7. The Board of Commissioners adopts the official newspaper the city of Hailey has designated pursuant to Idaho Code Section 50-231.

**ARTICLE VI  
Fiscal Year**

The fiscal year of the Agency shall begin on October 1 and end on September 30 of the succeeding calendar year.

**ARTICLE VII  
Amendments**

These Amended and Restated Bylaws may be further repealed, amended, or new bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board of Commissioners.

We, the undersigned, being all of the members of the Board of Commissioners of the Urban Renewal Agency of the City of Hailey, do hereby certify that the foregoing 2024 Amended and Restated Bylaws were duly and regularly adopted as the 2024 Amended and Restated Bylaws of said Agency by the written approval of a majority of all of the members of the Board of Commissioners of said Agency on the 24th day of September 2024.

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Larry Schwartz, Chair

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Sandi Viau, Vice-Chair

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Martha Burke

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Bob Brand

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Brian McCue

I, the undersigned, Secretary of the Hailey Urban Renewal Agency, hereby certify that the foregoing 2024 Amended and Restated Bylaws were duly adopted as the 2024 Amended and Restated Bylaws of said Agency on the 24th day of September 2024.

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Jessica Parker, Secretary

4867-8424-3612, v. 1

Exhibit A

2024 Amended and Restated Bylaws

4868-7459-0693, v. 1

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/21/2024

**District:** Gateway and Airport Way Districts

**STAFF:** LH/LE

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**SUBJECT:** Consideration of Resolution 2024-\_\_\_\_\_, a resolution allowing for limited expenditure authority to the Agency’s Executive Director.

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Since HURA only meets monthly, there are occasions where expenditures are needed in advance of a meeting. It is customary for agencies to grant the Executive Direct limited authority subject to future ratification by the Board. Resolution 2024-\_\_\_\_\_, provides authority to the Executive Director of HURA to authorize approval of select expenditures not to exceed \$10,000 per transaction without prior Agency Board approval. All authorized expenditures would go to the Board as a ratification.

If approved, this authority would be used in select circumstances. All expenditures that could wait until the next monthly meeting would wait and be presented for approval as normal.

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to Resolution 2024-\_\_\_\_\_, a resolution allowing for limited expenditure authority to the Agency’s Executive Director.

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**ACTION OF THE HAILEY URBAN RENEWAL BOARD:**

Date \_\_\_\_\_

Administrative Assistant \_\_\_\_\_



RESOLUTION NO. 2024-\_\_\_\_\_

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO; PROVIDING A LIMITED EXPENDITURE AUTHORITY TO THE AGENCY’S EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by 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 (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), a duly created and functioning urban renewal agency for Hailey, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the City Council (the “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;

WHEREAS, the City Council after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Airport Way District Urban Renewal Project (the “Airport Way Plan”);

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1295 on November 22, 2021, approving the Airport Way Plan and making certain findings;

WHEREAS, under the Law and the Act, the Agency is authorized to hire employees, including, but not limited to, an executive director;

WHEREAS, the Agency recognizes the need for efficient and timely decision-making regarding certain expenditures;

WHEREAS, the Agency Board deems it in the Agency’s best interest to authorize and delegate to the Agency’s Executive Director the approval of expenditures in an amount not to exceed Ten Thousand Dollars (\$10,000) without prior Agency Board approval, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE HAILEY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Executive Director is hereby authorized to approve expenditures in an amount not to exceed Ten Thousand Dollars (\$10,000) per transaction, without prior Agency Board approval, as long as those expenditures are consistent with the Law, the Act, the Agency budget, Agency policies, the applicable urban renewal plans, and projects related thereto, and providing the Executive Director retains the discretion to present future expenditures in an amount not exceeding Ten Thousand Dollars (\$10,000) to the Board for its concurrence, under circumstances deemed necessary by the Executive Director.

Section 3: Any expenditure made under this authority must be shown on the appropriate accounts payable and financial reports, as well as reported to the Agency Board at the next regularly scheduled meeting.

Section 4: That expenditures exceeding Ten Thousand Dollars (\$10,000) require Agency Board approval before such expenditure or expense is incurred.

Section 5: That this Resolution hereby repeals, supersedes and replaces all previously adopted resolutions providing expenditure authority to the Executive Director, and this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Hailey, Idaho, on September \_\_, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September \_\_\_\_, 2024.

APPROVED:

By \_\_\_\_\_

Chair

ATTEST:

By \_\_\_\_\_

Secretary

**Return to Agenda**

**Hailey Urban Renewal Agency**  
**Balance Sheet Prev Year Comparison**  
**As of September 17, 2024**

	<u>Sep 17, 24</u>	<u>Sep 17, 23</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
LGIP - AIRPORT WAY	203,520.69	79,364.42	124,156.27	156.4%
LGIP - GATEWAY	1,067,478.37	1,190,013.90	-122,535.53	-10.3%
Mountain West Bank	34,947.62	-567,578.24	602,525.86	106.2%
<b>Total Checking/Savings</b>	<u>1,305,946.68</u>	<u>701,800.08</u>	<u>604,146.60</u>	<u>86.1%</u>
<b>Other Current Assets</b>				
Property Taxes Receivable	10,772.70	0.00	10,772.70	100.0%
<b>Total Other Current Assets</b>	<u>10,772.70</u>	<u>0.00</u>	<u>10,772.70</u>	<u>100.0%</u>
<b>Total Current Assets</b>	<u>1,316,719.38</u>	<u>701,800.08</u>	<u>614,919.30</u>	<u>87.6%</u>
<b>TOTAL ASSETS</b>	<u><b>1,316,719.38</b></u>	<u><b>701,800.08</b></u>	<u><b>614,919.30</b></u>	<u><b>87.6%</b></u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable				
Accounts Payable	4,843.75	1,704.50	3,139.25	184.2%
<b>Total Accounts Payable</b>	<u>4,843.75</u>	<u>1,704.50</u>	<u>3,139.25</u>	<u>184.2%</u>
<b>Total Current Liabilities</b>	<u>4,843.75</u>	<u>1,704.50</u>	<u>3,139.25</u>	<u>184.2%</u>
<b>Total Liabilities</b>	<u>4,843.75</u>	<u>1,704.50</u>	<u>3,139.25</u>	<u>184.2%</u>
<b>Equity</b>				
Unrestricted Net Assets	715,655.45	864,265.04	-148,609.59	-17.2%
Net Income	596,220.18	-164,169.46	760,389.64	463.2%
<b>Total Equity</b>	<u>1,311,875.63</u>	<u>700,095.58</u>	<u>611,780.05</u>	<u>87.4%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>1,316,719.38</b></u>	<u><b>701,800.08</b></u>	<u><b>614,919.30</b></u>	<u><b>87.6%</b></u>

**Hailey Urban Renewal Agency**  
**Profit & Loss Prev Year Comparison**  
**October 2023 through September 2024**

	Oct '23 - Sep 24	Oct '22 - Sep 23	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Interest Income	46,922.30	42,029.67	4,892.63	11.6%
Tax Increment Revenue-AIRPORT W	143,274.42	116,294.42	26,980.00	23.2%
Tax Increment Revenue-GATEWAY	499,264.05	398,392.16	100,871.89	25.3%
<b>Total Income</b>	689,460.77	556,716.25	132,744.52	23.8%
<b>Expense</b>				
Administrative Expense	2,585.16	1,184.95	1,400.21	118.2%
Capital Expenses	5,000.00	600,745.40	-595,745.40	-99.2%
Insurance	1,947.50	1,693.00	254.50	15.0%
Other Expenses	0.00	355.28	-355.28	-100.0%
PARTICIPATION AGREEMENT	24,249.90	36,452.32	-12,202.42	-33.5%
Professional and Legal Services	59,458.03	64,894.89	-5,436.86	-8.4%
<b>Total Expense</b>	93,240.59	705,325.84	-612,085.25	-86.8%
<b>Net Ordinary Income</b>	596,220.18	-148,609.59	744,829.77	501.2%
<b>Net Income</b>	<b>596,220.18</b>	<b>-148,609.59</b>	<b>744,829.77</b>	<b>501.2%</b>

**Hailey Urban Renewal Agency**  
**Profit & Loss by Job**  
**October 2023 through September 2024**

	<u>Airport Way</u>	<u>Blaine County</u>	<u>Gateway District</u>	<u>South URD</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Interest Income	4,912.58	0.00	32,044.08	0.00
Tax Increment Revenue-AIRPORT W	142,023.03	40.58	0.00	0.00
Tax Increment Revenue-GATEWAY	0.00	10,041.90	489,222.15	0.00
<b>Total Income</b>	<u>146,935.61</u>	<u>10,082.48</u>	<u>521,266.23</u>	<u>0.00</u>
<b>Expense</b>				
Administrative Expense	861.72	0.00	861.74	861.70
Capital Expenses	0.00	0.00	5,000.00	0.00
Insurance	649.17	0.00	649.17	649.16
PARTICIPATION AGREEMENT	0.00	0.00	24,249.90	0.00
Professional and Legal Services	8,471.44	0.00	25,190.28	25,796.31
<b>Total Expense</b>	<u>9,982.33</u>	<u>0.00</u>	<u>55,951.09</u>	<u>27,307.17</u>
<b>Net Ordinary Income</b>	<u>136,953.28</u>	<u>10,082.48</u>	<u>465,315.14</u>	<u>-27,307.17</u>
<b>Net Income</b>	<u><b>136,953.28</b></u>	<u><b>10,082.48</b></u>	<u><b>465,315.14</b></u>	<u><b>-27,307.17</b></u>

**Hailey Urban Renewal Agency**  
**Profit & Loss by Job**  
**October 2023 through September 2024**

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	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Interest Income	36,956.66
Tax Increment Revenue-AIRPORT W	142,063.61
Tax Increment Revenue-GATEWAY	499,264.05
<b>Total Income</b>	<u>678,284.32</u>
<b>Expense</b>	
Administrative Expense	2,585.16
Capital Expenses	5,000.00
Insurance	1,947.50
PARTICIPATION AGREEMENT	24,249.90
Professional and Legal Services	59,458.03
<b>Total Expense</b>	<u>93,240.59</u>
<b>Net Ordinary Income</b>	<u>585,043.73</u>
<b>Net Income</b>	<u><u>585,043.73</u></u>

**Hailey Urban Renewal Agency**  
**Profit & Loss Budget Performance**  
**August 2024**

	Aug 24	Budget	Oct '23 - Aug 24	YTD Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Interest Income	5,112.74	3,333.33	46,922.30	36,666.67
Tax Increment Revenue-AIRPORT W	567.48	6,250.00	143,233.84	68,750.00
Tax Increment Revenue-GATEWAY	236.62	39,583.33	489,222.15	435,416.67
Tax Increment Revenue-South URD	0.00	1,250.00	0.00	13,750.00
<b>Total Income</b>	5,916.84	50,416.66	679,378.29	554,583.34
<b>Expense</b>				
Administrative Expense	286.17	6,025.00	2,585.16	66,275.00
Capital Expenses	5,000.00	29,725.00	5,000.00	326,975.00
Insurance	0.00		1,947.50	
Interest / Debt Service Expense	0.00	4,166.67	0.00	45,833.33
Other Expenses	0.00	208.33	0.00	2,291.67
PARTICIPATION AGREEMENT	0.00	5,000.00	9,361.57	55,000.00
Professional and Legal Services	7,661.30	9,041.67	59,458.03	99,458.33
<b>Total Expense</b>	12,947.47	54,166.67	78,352.26	595,833.33
<b>Net Ordinary Income</b>	-7,030.63	-3,750.01	601,026.03	-41,249.99
<b>Net Income</b>	<b>-7,030.63</b>	<b>-3,750.01</b>	<b>601,026.03</b>	<b>-41,249.99</b>



**Hailey Urban Renewal Agency**  
**Profit & Loss Budget Performance**  
**August 2024**

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	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Interest Income	40,000.00
Tax Increment Revenue-AIRPORT W	75,000.00
Tax Increment Revenue-GATEWAY	475,000.00
Tax Increment Revenue-South URD	15,000.00
	<hr/>
<b>Total Income</b>	605,000.00
<b>Expense</b>	
Administrative Expense	72,300.00
Capital Expenses	356,700.00
Insurance	
Interest / Debt Service Expense	50,000.00
Other Expenses	2,500.00
PARTICIPATION AGREEMENT	60,000.00
Professional and Legal Services	108,500.00
	<hr/>
<b>Total Expense</b>	650,000.00
<b>Net Ordinary Income</b>	<hr/> -45,000.00
<b>Net Income</b>	<hr/> <b>-45,000.00</b> <hr/>

**Return to Agenda**