AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday October 11, 2022 * Hailey City Hall Meeting Room

Hailey City Council Meetings are open to the public. Please join our meeting from your computer, tablet or smartphone.

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

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*late added item

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

CONSENT AGENDA:

CA 328 Motion to approve Resolution 2022-086, authorizing a contract for services with Mountain Rides Transportation Authority for transportation services in the amount of $92,000 for FY 22/23 ACTION ITEM .............................. 1

CA 329 Motion to approve Resolution 2022-087, authorizing a contract for services The Senior Connection for transportation services in the amount of $5,000 for FY 22/23 ACTION ITEM .......................................................... 10

CA 330 Motion to approve Resolution 2022-088, authorizing the mayor’s signature on a Memorandum of Understanding, by and between Quigley Farm and Conservation Community, LLC, recognizing the agreement reached to realign the bike path design in exchange for a monetary contribution of $44,000. ACTION ITEM .................................................. 17

*CA 344 Motion to approve Resolution 2022-092, authorizing final Conservation Easement Agreement documents for the Croy Canyon Ranch Subdivision #1 as well as related closing documents for Oct. 12th closing ACTION ITEM. 24

CA 331 Motion to approve Resolution 2022-089, authorizing the mayor’s signature on a Grant of Easement by and between the Blaine County School District #61 and the City of Hailey pertaining to the Toe of the Hill Trail -- a trail constructed, and opened for perpetual public use and traverse, a non-motorized pathway, open and accessible to all members of the public, located on Lot 1A, Block 3, Wood River High School Campus Subdivision (1250 Fox Acres Road). ACTION ITEM ................................................................. 105

CA 332 Motion to approve the Findings of Fact, Conclusion of Law and Decisions for the Preliminary Plat Application by Kilgore Properties, LLC, wherein Phase II of Block 2 approximately 3.70 acres in size, is subdivided into eight (8) sublots, consisting of eighty (80) condominium units, and Parcel A, approximately 5,982 square feet in size, to host a tot lot and other amenities. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. ACTION ITEM .................................................................................. 116

CA 333 Motion to approve Resolution 2022-090 declaring surplus property and allowing proper disposal or sale of it ACTION ITEM .................................................................................. 151

CA 334 Motion to approve Summary of Ordinance No. 1307, ebikes amendment ACTION ITEM .................................................. 155

CA 335 Motion to approve minutes of September 26, 2022 and to suspend reading of them ACTION ITEM .................................................. 158

CA 336 Motion to approve claims for expenses incurred during the month of September 2022, and claims for expenses due by contract in October, 2022 ACTION ITEM .................................................. 166

MAYOR’S REMARKS:
MR 000
PROCLAMATIONS & PRESENTATIONS:
PP 337 Update from “Light the Liberty (Claudia McCain and JD McDonnel (no documents)
PP 338 Presentation from Joe Minnocozi of Urba3 on behalf of the Wood River Land Trust regarding regional economic analysis and growth scenario planning (no documents)

PUBLIC HEARING:
PH 339 Consideration of a Zone Change Application by Joan A. Williams Revocable Trust, represented by Opal Engineering, for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B) ACTION ITEM

NEW BUSINESS:
NB 340 Consideration of Resolution 2022-___, authorizing the Mayor to sign an agreement with Hughes Fire Equipment Inc, for the purchase of an Enforcer PUC Pumper in the amount of $705,186.00 ACTION ITEM ...
NB 341 Consideration of Resolution 2022-___, authorizing the Mayor to sign a lease plan with Mountain West Bank in the amount of $705,186 ACTION ITEM

OLD BUSINESS:
OB 342 Consideration of Resolution 2022-___, adopting the 2022/23 Interim Housing Action Plan ACTION ITEM..
OB 343 Consideration of Resolution 2022-___, adopting amendments to the City of Hailey Personnel Handbook to include:
A) a new section regarding a Hailey Housing Assistance Policy
B) Adding Juneteenth as a recognized federal holiday
C) Clarifying that Columbus day is recognized in Idaho as Indigenous Peoples’ Day

OB 000 Matters & Motions from Executive Session, if any. ACTION ITEM (no documents)

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 000

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

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - 1312 Next Resolution Number- 2022-092
AGENDA ITEM SUMMARY

DATE: 10/1122  DEPARTMENT: Admin  DEPT. HEAD SIGNATURE: LH

SUBJECT:

Motion to approve Resolution 2022-______, authorizing a contract for services with Mountain Rides Transportation Authority Hailey for FY 2022-23, for an annual amount of $92,000.

AUTHORITY: ☐ ID Code _________  ☐ IAR ___________ □ City Ordinance/Code _________

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Mountain Rides Transportation Authority provides bus and vanpool transportation services in Hailey and Blaine County. A Joint Powers Agreement has been in place for over a decade related to this service, most recently amended in 2019. Services provided by Mountain Rides are funded with Hailey Local Option tax Funds. Hailey is a Resort City under Idaho Code 50-1044 and as such is eligible to collect Local Option tax for services listed in Hailey Municipal Code Section 5.32.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle #_________________________

Budget Line Item # ___________________________  YTD Line Item Balance $________

Estimated Hours Spent to Date: ___________________________  Estimated Completion Date: __________

Staff Contact: ___________________________  Phone # ___________________________

Comments:

This amount was budgeted in the FY 2022-23 municipal budget.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

□ City Attorney  □ Clerk / Finance Director  □ Engineer  □ Building

□ Library  □ Planning  □ Fire Dept.  □ __________

□ Safety Committee  □ P & Z Commission  □ Police  □

□ Streets  □ Public Works, Parks  □ Mayor  □ __________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2022-______, authorizing a contract for services with Mountain Rides Transit Authority Hailey for FY 2022-23, for an annual amount of $92,000.

ACTION OF THE CITY COUNCIL:

Date ___________________________

City Clerk ___________________________

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record  *Additional/Exceptional Originals to: ________________
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH MOUNTAIN RIDES TRANSPORTATION AUTHORITY

WHEREAS, the City of Hailey desires to enter into an agreement with Mountain Rides Transportation Authority (MRTA) under which MRTA will perform bus and van pool transportation services with the City of Hailey utilizing Local Option Tax funds.

WHEREAS, although this service is generally referred to in the Joint Powers Agreement that formed and continues the Mountain Rides Transportation Service quasi-governmental entity, the specific goals to fiscal year 2022-23 are identified in the attached agreement.

WHEREAS, the City of Hailey and MRTA have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services between the City of Hailey and Mountain Rides Transportation Authority and that the Mayor is authorized to execute the attached Agreement,

Passed this 11th day of October, 2022 with an effective date of October 1, 2022.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

________________________________
Mary Cone, City Clerk
CONTRACT FOR SERVICES
Mountain Rides Transportation Authority

THIS CONTRACT FOR SERVICES (“Contract”) is made and entered as of September 16, 2022, by and between the City of Hailey, Idaho, a municipal corporation (“City”) and Mountain Rides Transportation Authority (“Mountain Rides”), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #663052 in Blaine County, Idaho (recorded 9/10/19). This Contract is hereby entered in contemplation of the following findings:

FINDINGS

1. The City of Hailey is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.

2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument #663052 in Blaine County, Idaho.

3. The City is a resort city as defined by Idaho Code §§50-1044, as it derives the major portion of its economic well-being from businesses catering to recreational needs and meeting needs of people traveling to the City for an extended period of time. The City, as a resort city, is eligible to collect a local option non-property tax.

4. Pursuant to Idaho Code §§50-301 and §§50-302, the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce, and industry. Accordingly, the City has the power as conferred by the State of Idaho to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.

5. City Ordinance No. 1035 provides for the imposition of a non-property tax on the sales price of certain property sold or otherwise transferred in the City. Pursuant to the language of the Ordinance, which was approved by the voters of the City, the municipal sales tax revenue derived shall be used for, among other things, public transit and related improvements.

6. Mountain Rides provides an efficient and responsive public transit system which is easily identifiable, is coordinated in a manner to encourage ease of ridership, is charged with planning, and implementing multi-modal transportation technologies, when feasible, and will seek reducing congestion and pollution associated with individual vehicular trips within the City and throughout Blaine County.

7. Mountain Rides’ mission is to establish, implement, maintain, fund, and operate a comprehensive public transportation system by motor buses, vans or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County.

8. The organizational goals of Mountain Rides are consistent with the purposes and findings included in the City’s Ordinance No. 950.

9. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce, and industry of the City. It is in the best interests of the public health, welfare, and prosperity of the City to provide regional transportation services.

10. It is the intention of the City to contract with Mountain Rides to provide such services for consideration as hereinafter provided.

11. Mountain Rides desires to enter into a contract with the City to provide transportation services all as hereinafter provided.
NOW, THEREFORE, based on the foregoing Findings, the Parties agree as follows:

1. **Services to be Provided by Mountain Rides.** Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the Mountain Rides service area, within the confines of the Mountain Rides budget. Mountain Rides’ FY2023 Service Plan is summarized in Exhibit A. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.

2. **Term.** The Term of this Contract shall commence October 1, 2022, and terminate September 30, 2023.

3. **Consideration.**
   
a. In consideration for providing the services herein described, the City agrees to pay to Mountain Rides the total sum of NINETY TWO THOUSAND DOLLARS ($92,000), payable in four equal quarterly installments on November 18, 2022; February 17, 2023; May 19, 2023; and August 18, 2023. Thirty (30) days in advance of the due dates, Mountain Rides will provide the City an invoice annotating the amount of the installment due. The City shall pay Mountain Rides the amount set forth in each such invoice no later than thirty (30) days after the date of each such invoice.

   b. The City’s contribution to Mountain Rides is part of the Mountain Rides FY2023 Budget to be adopted by the Mountain Rides Board on September 21, 2022. Mountain Rides’ FY2023 Operating Budget is summarized in Exhibit B.

   c. In consideration and as part of this Contract, and upon request, Mountain Rides will provide to Hailey City Council, on or after April 15, 2023, via presentation at a City Council meeting, a mid-year Report including activities, ridership, financial conditions, and other information describing the then-current condition of the transportation system. In addition, Mountain Rides will provide a budget request and, upon request, a report coincident with the City’s FY2024 budget deliberations.

   d. Notwithstanding the requirements per paragraph 3.a. above, the Parties recognize and agree that the City’s source of funds for paying for the services contracted herein is local option sales tax (“LOT”) revenue. If for any reason the City fails to collect such LOT revenue during the Term of this Contract, the City may, at its option and upon thirty (30) days prior written notice to Mountain Rides, terminate this Contract or adjust the payments to Mountain Rides by reducing its contribution by the same ratio that LOT revenue is below the City’s budget for same. If the Contract is terminated by the City per this paragraph, the City shall have no further responsibility to make payment(s) to Mountain Rides under this Contract after the thirty (30) day notice period. If revenue from any of Mountain Rides’ funding partners (local government, federal government, fares, or private business funding) identified in the Mountain Rides’ FY2023 Budget is not realized, Mountain Rides may adjust its FY2023 Service Plan to balance revenue with expenses. If this occurs, Mountain Rides will notify the City of Service Plan adjustments that may impact transit service within the City, and Mountain Rides and the City will endeavor to establish a Mutually Acceptable Adjusted Service Plan (“MAASP”). If a MAASP cannot be established, the City may terminate this Contract upon thirty (30) days written notice to Mountain Rides.

4. **Termination.** The City, at its sole discretion, may terminate, with or without cause, this Contract upon one-hundred-eighty (180) days prior written notice to Mountain Rides. In the event of such termination, the City shall make all payments due to Mountain Rides through the end of the 180-day notice period and thereafter shall have no further responsibility to make any payment to Mountain Rides under this Contract. Mountain Rides, in its sole discretion, shall adjust services as may be necessitated as a result of any termination of this Contract.

5. **Equal Employment Opportunity.** Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
6. **Default.** In the event either Party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting Party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.

7. **Independent Contractor Status.** The Parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Contract shall be performed and rendered by Mountain Rides in a competent, efficient, and satisfactory manner.

8. **Hold Harmless.** Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides’ obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides’ activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

9. **Non-Assignment.** This Contract may not be assigned by or transferred by either Party, in whole or in part, without the prior written consent of the other Party.

10. **Miscellaneous Provisions.**
    a. **Paragraph Headings.** The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any of the provisions of the Contract.
    b. **Provision Severable.** Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
    c. **Rights and Remedies are Cumulative.** The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any Party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the Parties under this Contract are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.
    d. **Successor and Assigns.** This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties hereto.
    e. **Entire Contract.** This Contract contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.
    f. **Governing Law.** This Contract shall be construed in accordance with the laws of the State of Idaho.
    g. **Preparation of Contract.** No presumption shall exist in favor of or against any Party to this Contract as a result of the drafting and preparation of the document.
    h. **No Waiver.** No waiver of any breach by either Party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
    i. **Amendment.** No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year first written above.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

Wallace E. Morgus, Executive Director

CITY OF HAILEY

Martha Burke, Mayor

ATTEST:

Lisa Horowitz, City Administrator
# EXHIBIT A

**Mountain Rides FY2023 Service Plan**

<table>
<thead>
<tr>
<th>Service</th>
<th>Service Hours</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>11,710.0 hours</td>
<td>Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 2:30am daily</td>
</tr>
<tr>
<td>Blue 1</td>
<td>5,525.0 hours</td>
<td>Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 12:00am daily</td>
</tr>
<tr>
<td>Blue 2</td>
<td>6,207.0 hours</td>
<td>Fall/Spring: 7:30am - 7:00pm daily; Summer/Winter: 7:30am - 2:30am daily</td>
</tr>
<tr>
<td>Valley</td>
<td>14,732.5 hours</td>
<td>Sun - Thu: 6:00am - 12:00am; Fri - Sat: 6:00am - 1:00am</td>
</tr>
<tr>
<td>Hailey</td>
<td>2,304.0 hours</td>
<td>Mon - Fri: 8:00am - 5:00pm</td>
</tr>
<tr>
<td>Twin Falls</td>
<td>1,689.0 hours</td>
<td>Mon, Wed, Fri: 6:00am - 7:00pm</td>
</tr>
<tr>
<td>Red</td>
<td>1,630.0 hours</td>
<td>Nov 24, 2022 - Apr 9, 2023: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 8:00pm</td>
</tr>
<tr>
<td>Red 1</td>
<td>1,202.0 hours</td>
<td>Nov 24, 2022 - Apr 9, 2023: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 7:30pm</td>
</tr>
<tr>
<td>Red 2</td>
<td>428.0 hours</td>
<td>Dec 10, 2022 - Mar 26, 2023: 8:30am - 12:30pm daily</td>
</tr>
<tr>
<td>Bronze</td>
<td>966.0 hours</td>
<td>Dec 10, 2022 - Apr 9, 2023: 8:30am - 4:30pm daily</td>
</tr>
<tr>
<td>Silver</td>
<td>2,018.5 hours</td>
<td>Nov 24, 2022 - Apr 9, 2023: 8:00am - 6:30pm daily; Jul 3, 2023 - Sep 10, 2023: 8:30am - 4:30pm daily (Wed untl)</td>
</tr>
<tr>
<td>Gold</td>
<td>963.0 hours</td>
<td>Dec 10, 2022 - Mar 26, 2023: 8:00am - 5:00pm daily</td>
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<tr>
<td>Resort</td>
<td>3,949.5 hours</td>
<td>Bronze, Silver, Gold: Nov 24, 2022 - Apr 9, 2023</td>
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<tr>
<td>Total</td>
<td>36,015.0 hours</td>
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EXHIBIT B
Mountain Rides FY2023 Operating Budget

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<thead>
<tr>
<th>Income</th>
<th>FY23 Draft</th>
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<tbody>
<tr>
<td>Total 41000 · Federal Funding</td>
<td>$ 2,843,877</td>
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<tr>
<td>Total 43000 · Local Funding</td>
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<tr>
<td>Total 44000 · Fares</td>
<td>140,000</td>
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<tr>
<td>Total 45000 · Other Revenue</td>
<td>90,000</td>
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<tr>
<td>Total 47000 · Private Donations</td>
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<tr>
<td>48000 · Transfer from Housing Fund</td>
<td>10,000</td>
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<tr>
<td>49000 · Interest Income</td>
<td>3,000</td>
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<tr>
<td>50000 · Excess Operating Funds</td>
<td>80,000</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td><strong>$ 4,256,087</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total 51000 · Payroll Expenses</td>
<td>$ 2,948,178</td>
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<tr>
<td>Total 52000 · Insurance Expense</td>
<td>145,579</td>
</tr>
<tr>
<td>Total 53000 · Professional Fees</td>
<td>36,000</td>
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<tr>
<td>Total 54000 · Equipment/Tools</td>
<td>13,000</td>
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<tr>
<td>Total 55000 · Rent and Utilities</td>
<td>26,000</td>
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<tr>
<td>Total 56000 · Supplies</td>
<td>41,000</td>
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<tr>
<td>Total 57000 · Repairs and Maint.</td>
<td>47,000</td>
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<tr>
<td>Total 58000 · Communications Exp.</td>
<td>24,600</td>
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<tr>
<td>Total 59000 · Travel and Training</td>
<td>30,090</td>
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<tr>
<td>Total 60000 · Business Expenses</td>
<td>22,700</td>
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<tr>
<td>Total 61000 · Advertising</td>
<td>36,380</td>
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<tr>
<td>Total 62000 · Mrktg and Promotion</td>
<td>32,000</td>
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<tr>
<td>Total 63000 · Printing and Repr.</td>
<td>15,000</td>
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<td>64000 · Fuel Expense</td>
<td>460,614</td>
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<td>Total 65000 · Vehicle Maintenance</td>
<td>197,500</td>
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<tr>
<td>69500 · Contribution to Fund Balance</td>
<td>180,447</td>
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<tr>
<td><strong>Total Expense</strong></td>
<td><strong>$ 4,256,087</strong></td>
</tr>
</tbody>
</table>

| Net Surplus (Deficit)                     | $ -         |
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/1122  DEPARTMENT: Admin  DEPT. HEAD SIGNATURE: LH

SUBJECT:

Motion to approve Resolution 2022-______, authorizing a contract for services with the Senior Connection for FY 2022-23, for an annual amount of $5,000.

AUTHORITY: □ ID Code _____  □ IAR ____  □ City Ordinance/Code ______

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Senior Connection provides transportation services for seniors in Hailey. Transportation services such as this are funded with Hailey Local Option tax Funds. Hailey is a Resort City under Idaho Code 50-1044 and as such is eligible to collect Local Option tax for services listed in Hailey Municipal Code Section 5.32, which include transportation enhancements.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # __________________________  YTD Line Item Balance $ ________________

Estimated Hours Spent to Date: ________________  Estimated Completion Date: ________________

Staff Contact: ____________________________  Phone # __________________________

Comments:

This amount was budgeted in the FY 2022-23 municipal budget.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney  ___ Clerk / Finance Director  ___ Engineer  ___ Building
___ Library  ___ Planning  ___ Fire Dept.  ___ __________________________
___ Safety Committee  ___ P & Z Commission  ___ Police  ___ __________________________

___ Streets  ___ Public Works, Parks  ___ Mayor  ___ __________________________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2022-______, authorizing a contract for services with The Senior Connection for transportation services FY 2022-23, for an annual amount of $5,000.

ACTION OF THE CITY COUNCIL:

Date __________________________

City Clerk __________________________

FOLLOW-UP:

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

--10--
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH THE
SENIOR CONNECTION FOR TRANSPORTATION SERVICES

WHEREAS, the City of Hailey desires to enter into an agreement with the Senior Connection under which the Senior Connection will perform transportation services and economic development activity utilizing Local Option Tax funds.

WHEREAS, the City of Hailey and The Senior Connection have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services between the City of Hailey and The Senior Connection and that the Mayor is authorized to execute the attached Agreement,

Passed this 11th day of October, 2022.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

____________________________________
Mary Cone, City Clerk
CONTRACT FOR SERVICES
(City of Hailey and The Senior Connection)

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 11th day of October, 2022, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as “Hailey”) and The Senior Connection, an Idaho non-profit corporation (hereinafter referred to as “Connection”).

RECITALS

A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving a major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;

B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;

C. The voters of Hailey approved Hailey Ordinance Nos. 950, 1035 and 1257, which impose a local option tax (“LOT”) pursuant to Idaho Code § 50-1044 through June 30, 2050;

D. Taxes collected pursuant to such ordinances shall be used, among other things, for City promotion, economic development, downtown beautification, maintenance, and transportation;

E. The Connection, by virtue of the services it provides, creates a strong economic climate for senior residents to move to the area, utilize the business services of the town, and remain in their homes; all of which are consistent with the purposes and findings of Ordinances Nos. 950, 1035 and 1257;

F. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide safe transportation to seniors and disabled residents of the Hailey area;

G. The Connection has a focused mission to provide “through the door” transportation services to seniors, which are not provided by any other local organization;

H. Hailey desires to contract with the Connection for transportation services by extending funds to the Connection which can be used by the Connection for transportation grant and gift matches;

I. The parties acknowledge and agree that all funds paid to the Center under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of providing transportation to seniors; and

J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.
AGREEMENT

NOW THEREFORE, Hailey and the Connection, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. **Consideration.** In consideration for providing the services described herein, Hailey agrees to pay Connection the maximum sum of four thousand dollars ($5,000), which shall be paid on or before December 31, 2022.

2. **Term.** Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2022, until September 30, 2023.

3. **Scope of Services.** The Center shall provide transportation services, utilizing the City of Hailey’s contribution to the best of its ability as transportation grant match or gift match for transportation services.

4. **Financial Accounting and Reporting Requirements.** The Center shall submit to Hailey a report of its activities and methods by which Hailey’s contribution was spent either directly or as grant/gift matches. The report shall be made orally or in writing and submitted to Hailey between June and September, 2023.

5. **General Requests.** Upon request, and within a reasonable time period, the Center shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.

6. **Retention of Records.** The Center agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement.

7. **Default and Remedies.** If either the Center or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.

8. **Miscellaneous Provisions.**

A. **Notices.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:
B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Connection’s services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Connection shall submit a report of expenditures to Hailey.

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

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

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

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

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
H. **No Third Party Beneficiaries.** This Agreement shall not create any rights or interest in any third parties.

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

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

K. **Preparation of Contract.** No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

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

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

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

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

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**CITY OF HAILEY**

Martha Burke, Mayor

Jovita Piña
Executive Director

**THE SENIOR CONNECTION**

ATTEST:

Mary Cone, City Clerk

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/11/2022  DEPARTMENT: Legal  DEPT. HEAD SIGNATURE: CPS

SUBJECT: Motion to approve Resolution 2022 _____ - authorizing the Mayor’s signature on a Memorandum of Understanding, by and between Quigley Farm and Conservation Community, LLC recognizing the agreement reached to realign the bike path design in exchange for a monetary contribution of $44,000.

AUTHORITY: x ID Code 50-301 □ IAR _____  □ City Ordinance/Code  HMC

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The City of Hailey, in 2017, entered into an Annexation, Services and Development Agreement Quigley Farm with Quigley Farm and Conservation Community, LLC and related entities. Thereafter, in compliance with said agreement certain preliminary plats have been approved partially developed, and sequentially moving toward completion and final plats. The developer made application for design changes regarding bike path alignment, which request was in part, conditionally approved by City Council. The ________ is intended to formally recognize that agreement, and memorialize the developer’s performance in conformance therewith, including submission of the agreed monetary contribution.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item #:___________________________  YTD Line-Item Balance $________________
Estimated Hours Spent to Date:__________________  Estimated Completion Date:__________________
Staff Contact: ________________________________  Phone # _______________________________
Comments: ________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve Resolution 2022 _____ - authorizing the Mayor’s signature on a __________________________, by and between Quigley Farm and Conservation Community, LLC recognizing the agreement reached to realign the bike path design in exchange for a monetary contribution of $44,000.

FOLLOW-UP REMARKS:
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH QUIGLEY FARM AND CONSERVATION COMMUNITY LLC RECOGNIZING THE AGREEMENT REACHED TO REALIGN THE BIKE PATH DESIGN IN EXCHANGE FOR A MONETARY CONTRIBUTION OF FORTY-FOUR THOUSAND DOLLARS ($44,000)

WHEREAS, Hailey City Council, County of Blaine, and Quigley Farm and Conservation Community, LLC (Quigley) are parties to an Annexation, Services and Development Agreement and Local Land Use and Planning Act (LLUPA) subdivision entitlement processes pursuant thereto, and

WHEREAS, Quigley requested a redesign of bike path layout as approved as part of a preliminary plat, and after notice and hearing Hailey City Council approved, in part, with conditions the request realignment and redesign proposal, which has now been, at least, partially, constructed, and

WHEREAS, the parties desire to memorialize said agreement regarding the bike path realignment, prior to approval of final plat, and

WHEREAS, the City of Hailey finds execution of and acceptance of the Memorandum of Understanding will serve the general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH QUIGLEY FARM AND CONSERVATION COMMUNITY LLC RECOGNIZING THE AGREEMENT REACHED TO REALIGN THE BIKE PATH DESIGN IN EXCHANGE FOR A MONETARY CONTRIBUTION OF FORTY-FOUR THOUSAND DOLLARS ($44,000)

Passed this ______ day of October, 2022.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

____________________________________
Mary Cone, City Clerk

--18--
MEMORANDUM OF UNDERSTANDING
Bike Path Realignment and Monetary Contribution
Quigley Farms – Quigley Farms PUD

This Memorandum of Understanding - Bike Path Realignment and Monetary Contribution Agreement Quigley Farms – Quigley Farms PUD, (“MOU”) is made and entered into this _______ day of October 2022, by and between the City of Hailey, Idaho, a municipal corporation (the “City”) and Quigley Farm and Conservation Community, LLC, an Idaho limited liability company, (“Quigley Farm”, and together with the City, the “Parties”).

A. The City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, included the power to amend agreements associated with subdivision layout and design to better meet the needs of its citizenry.

B. Consistent with the Annexation, Services and Development Agreement dated August 9, 2017 (the “Annexation Agreement”) and pursuant to the Final Plat of Phase 1 of Quigley Farm approved on or about July 9, 2018 and recorded on or about July 27, 2018, Quigley Farm was required to make certain improvements to the bike path (the “Bike Path Improvements”).

C. Quigley Farm is seeking approval to amend the originally approved design of the Bike Path Improvements. The city conducted public hearings on Quigley Farm’s request on July 7, 2022 and July 25, 2022. The Hailey City Council (the “Council”) and Quigley Farm agreed to the requested realignment of the easternmost path along Huckleberry Lane and just beyond the intersection of Cottontail Way; to be relocated farther west to avoid the crossing of Quigley Creek, to be constructed consistent with Exhibit B-3 attached hereto, which alignment and construction will supersede, in the limited detail of the bike path, the alignment shown in Exhibit B-2 to the Annexation Agreement, the recorded Final Plat and previously administratively approved construction drawings, pertaining to the real property in question.

D. The City and Quigley Farm further agreed that no realignment of the bike path nearest Fox Acres would commence, and that the originally approved design would remain.

E. Quigley Farm and the City further reached an agreement that Quigley Farm will make an in-lieu payment of forty-four thousand dollars ($44,000) to the City, receipt of which is hereby acknowledged, in exchange for a cost savings of installing only one (1) pedestrian bridge instead of two (2) within the subdivision.

F. Upon approval of this MOU by the Council, said amount shall be immediately due and payable to the City.
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding the day and year written herein.

DATED this ____________day of October 2022.

CITY OF HAILEY

By____________________________________
Martha Burke, Mayor

ATTEST:

_______________________________________
Mary Cone
Hailey City Clerk

QUIGLEY FARM AND CONSERVATION
COMMUNITY, LLC, an Idaho limited liability company,

By: QUIGLEY INITIATIVE, LLC, an Idaho limited liability company, its Managing Member

By:_________________________________
David Hennessy, its Member
Exhibit B-2 to Quigley Farm Annexation Agreement

View of the Quigley Farm Large Block Plat with various annotations and features such as property lines, flood plains, avalanche areas, and block density information.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/11/2022  DEPARTMENT: Legal  DEPT. HEAD SIGNATURE: CPS

SUBJECT: Motion to approve Resolution 2022______- authorizing the Mayor’s signature on a Conservation Easement over portions of Lot 2, Block 1, Croy Canyon Ranch Subdivision #1, together with any related closing documents to transfer same in exchange for the agreed purchase price.

AUTHORITY: x ID Code 50-301 □ IAR ______ □ City Ordinance/Code     HMC
(If Applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey acquired Lot 2, Block 1, Croy Canyon Subdivision, an approximately 28-acre parcel of real property from the Blaine County School District in multi-parcel exchange, for use as a snow storage site. The City developed the required snow storage facility, on a portion of the property, which has been placed in use. Beneficial public uses of the excess property were explored. The City entered into a Letter of Intent with the Wood River Land Trust wherein the City agreed to sell WRLT a conservation easement over a portion of the property, on certain specified terms. An appraisal of the conservation easement interest was conducted, and other conditions prerequisite have now been met. WRLT is prepared to close the deal on the agreed terms. Council authorized the Mayor to sign a Purchase and Sale Agreement at the September 12, 2022 meeting. The transaction is now scheduled to close on October 12, 2022. Staff recommends approval of the Resolution presented authorizing the Mayor to execute the attached Conservation Easement, and all necessary closing documents to consummate the transaction therein contemplated, in exchange for the agreed purchase price, of three hundred fifty thousand dollars. ($350,000.00)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #___________________________    YTD Line Item Balance $__________________
Estimated Hours Spent to Date: ________________ Estimated Completion Date: _________________
Staff Contact: ___________________________ Phone # ___________________________
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (If Applicable)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2022______- authorizing the Mayor’s signature on a Conservation Easement over portions of Lot 2, Block 1, Croy Canyon Ranch Subdivision #1, together with any related closing documents to transfer same in exchange for the agreed purchase price.

FOLLOW-UP REMARKS:
CITY OF HAILEY
RESOLUTION NO. 2022-____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR TO EXECUTE A CONSERVATION EASEMENT ON
AND OVER A PORTION OF LOT 2, BLOCK 1, CROY CANYON RANCH SUBDIVISION
NO. 1, IN EXCHANGE FOR THE AGREED SALE PRICE OF THREE HUNDRED FIFTY
THOUSAND DOLLARS ($350,000) AND TO EXECUTE ALL RELATED AND
NECESSARY DOCUMENTS TO CLOSE THE TRANSACTION.

WHEREAS, the; The Hailey City Council, County of Blaine, and Wood River Land Trust
Company (WRLT), an Idaho nonprofit corporation, entered into a Letter of Intent Agreement on
or about August 6, 2021 whereby WRLT committed to purchasing a Conservation Easement on
an over a portion of Lot 2, Block 1 Croy Canyon Ranch Subdivision No. 1, under terms specified
therein, and

WHEREAS, an appraisal of the conservation easement interest was contracted and report
produced on or about September 30, 2021, providing an expert opinion of the value thereof contemplated
for conveyance, and

WHEREAS, the City of Hailey deems the transaction to be in the interest of the public, that
public access to the area will remain open, that conservation values will be preserved and enhanced
by proceeding with the transaction and closing sale of same.

WHEREAS, the City of Hailey and the Wood River Land Trust executed a Purchase and
Sale Agreement contractual committing the parties to the transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF HAILEY AUTHORIZING THE MAYOR TO EXECUTE A CONSERVATION
EASEMENT ON AND OVER A PORTION OF LOT 2, BLOCK 1, CROY CANYON
RANCH SUBDIVISION NO. 1, IN EXCHANGE FOR THE AGREED SALE PRICE OF
THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000) AND TO EXECUTE ALL
RELATED AND NECESSARY DOCUMENTS TO CLOSE THE TRANSACTION.

Passed this ______ day of October, 2022.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

________________________________
Mary Cone, City Clerk
CROY CANYON RANCH
CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT ("CE") is made this ________________, 2022, by the CITY OF HAILEY, a political subdivision of the State of Idaho, having an address of 115 S Main St STE H, Hailey, Idaho 83333; “Hailey”, and granted in favor of WOOD RIVER LAND TRUST COMPANY, an Idaho nonprofit corporation, with an address of 119 East Bullion Street, Hailey, Idaho 83333 (the “Land Trust”).

RECITALS

A. Hailey owns 28.52 acres of real property, more or less, together with all appurtenances, including, without limitation, all minerals and mineral rights subject to federal reservations, and any future water rights (collectively the “Property”) identified as Assessor’s Parcel No. RP001220000020, located adjacent to the City of Hailey, in Blaine County, Idaho. The Property is legally described as LOT 2 of the CROY CANYON RANCH SUBDIVISION NO. 1 in Sections 8, 9 and 17, Township 2, Range 18 East, Boise Meridian, and shown on the Plat Map dated August 21, 2006, recorded as Blaine County Instrument No. 538769 (the “Plat”). The “Easement Area”, set out in a survey and legal description attached as Exhibit A, is approximately 22.33 acres of the Property. The CE only encumbers the Easement Area, not the entire Property. As a result, there is a portion of the Property that Hailey retains unencumbered by the CE.

B. Land Trust is a publicly supported, tax-exempt nonprofit organization and public charity under Internal Revenue Code of 1986, including the regulations, and as amended ("IRC"), section 501(c)(3) and qualified grantee of a conservation easement under IRC section 170(h). Land Trust’s primary purpose is the preservation and protection of land in its natural, scenic, historic, agricultural, forested and open space condition, and has the commitment and resources to monitor and enforce this CE; and

C. Conservation of the Easement Area will yield significant benefit to the people of Hailey, Blaine County, the State of Idaho, and the United States by protecting a relatively natural habitat for wildlife, preserving open space, and providing recreational opportunities. Specifically, conservation of the Easement Area will provide for the protection in perpetuity of the following resources, collectively referred to as the “Conservation Values”:

(1) Protection of a relatively natural habitat of wildlife, plants and significant ecosystems.
   a. The Easement Area possesses high quality aquatic and terrestrial habitat for a variety of native animal life including birds, mammals, reptiles and amphibians. These wetland and upland features are unique within the surrounding region and provide an important stop over for a diversity of birds and larger mammals common to this region in Idaho;
b. The Easement Area is adjacent to and surrounded by real property already owned by
the Land Trust, which are adjacent to public lands managed by the Bureau of Land Management (BLM),
and its protection will contribute to the ecological viability of significant habitat and ecosystems, and
recreational connectivity on these adjacent lands;
c. The Easement Area is adjacent to crucial winter range and is part of a migration route
for mule deer, and provides crucial winter range for pronghorn and elk. Protection of the Easement
Area ensures free movement of wildlife between upland sagebrush-steppe habitat and lowland riparian
habitat and wetlands;
d. The Idaho Fish and Wildlife Information System has also reported the following Idaho
Species of Greatest Conservation Need within or within ten miles of the Easement Area: Bald Eagle
(Haliaeetus leucocephalus), Canada Lynx (Lynx canadensis) and Wolverine (Gulo gulo);

(2) Preservation of open space pursuant to state and local governmental conservation policy.
   a. Protection of the Conservation Values of the Easement Area is consistent with purposes
      recognized by the State of Idaho in Idaho Code section 67-6502(d), “To ensure that the important
      environmental features of the state and localities are protected” and (j) “To protect fish, wildlife, and
      recreation resources”;
   b. Protection of the Conservation Values of the Easement Area is consistent with the
      following objective in the adopted Chapter 3 of the Blaine County Comprehensive Plan: “Desired
      Outcome: recreation and conservation opportunities that are enhanced through partnerships,
      stewardship and education. Encourage and support activities and facilities that enrich public recreation
      and uphold other community values such as protection of the natural environment and scenery”;
   c. Protection of the Easement Area would preserve open space as consistent with existing
      private conservation programs in the area. The Easement Area lies directly adjacent to conserved land
      within the Hailey Greenway that protects approximately 350 acres of forest and riparian habitat along
      the Big Wood River. Protection of the Easement Area will provide a contiguous wildlife corridor for a
      number of species and provide valuable services such as flood control and aquifer recharge to the
      surrounding ecosystem.

(3) Preservation of open space for the scenic enjoyment of the general public.
The Easement Area is highly visible from Croy Creek Road, a public road receiving heavy traffic
during the summer months. The Easement Area is also visible from the Carbonate Mountain trail, a
popular hiking trail north of and overlooking the Easement Area. Protection of the Easement Area
would prevent degradation of the scenic character of the area.

(4) Preservation of land for outdoor recreation by, or for the education of, the general public.
Hailey and Land Trust wish for the Easement Area to serve as a public access corridor for limited
use by the general public for non-motorized recreation, but subject to reasonable rules promulgated by
Hailey and Land Trust, to ensure safety and environmental protection. This corridor would enhance and
expand the well-traveled trail systems within the Hailey Greenway.

D. The specific Conservation Values of the Easement Area, such as recreational, riparian, and
wildlife habitat values, are documented in an inventory of relevant features of the Easement Area, dated
as of the same date as this CE, which will be on file at the offices of Land Trust and incorporated into this
CE by this reference (“Baseline Documentation”), which consists of reports, maps, photographs, and
other documentation that Hailey and Land Trust agree provide, collectively, an accurate representation
of the Easement Area at the time of this grant. The Baseline Documentation is intended to serve as an
objective, although non-exclusive, information baseline for monitoring compliance with the terms of this
CE. Hailey and Land Trust further agree that, within 12 months of the execution of this CE, a collection of additional Baseline Documentation, including a plant survey, may be compiled by Land Trust, and incorporated by this reference. Failure to timely compile the additional Baseline Documentation shall not affect the enforceability or validity of any other provision of the CE. Notwithstanding the foregoing, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of any dispute under this instrument. Any characterization of the terms of this CE contained in the Baseline Documentation shall not be interpreted so as to alter, amend, or otherwise modify this CE. In any conflict or inconsistency between the terms of this CE and the Baseline Documentation, the terms of this CE shall prevail; and

E. Hailey intends that the Conservation Values of the Easement Area be preserved and maintained by permitting only those land uses on the Easement Area described in this agreement that do not significantly impair or interfere with the Conservation Values; however, Hailey and Land Trust understand that the specific Conservation Values will likely evolve over time with evolutionary and ecological processes as the land responds to changing weather patterns and climate; and

F. Hailey further intends, as owner of the Property, to convey to Land Trust the right to preserve and protect the Conservation Values of the Easement Area in perpetuity; and

G. At a duly noticed meeting of Hailey’s City Council, Hailey found the CE interest in the Property did not impair Hailey’s use of the Property. As undeveloped open-space the Property is of great importance to Hailey, the Land Trust, the people of the City of Hailey and Blaine County, and the people of Idaho and the United States, and the protection of the Property will yield a significant public benefit, including but not limited to the protection of open-space land for the benefit of future generations; and

H. Because this Conservation Easement on the Easement Area provides significant benefit to the people of Hailey, Blaine County, the State of Idaho and the United States by protecting, preserving and providing for the public in perpetuity the following significant resources, pursuant to Idaho Code section 55-2101, et seq., Hailey and Blaine County citizens are express intended third-party beneficiaries; and

GRANT OF CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and pursuant to the law of Idaho, in particular Idaho Code sections 55-2101 through 55-2109, Hailey voluntarily grants and conveys to Land Trust this CE on, over, and across the Easement Area consisting of the foregoing recitals and the following terms, covenants, conditions, restrictions, and affirmative rights granted to Land Trust, which shall run with and bind the Easement Area portion of the Property in perpetuity.

1. Conservation Easement Purposes. The purposes of the CE are to preserve and protect in perpetuity and, in the event of their degradation or destruction, to enhance and restore the Conservation Values of the Easement Area. In achieving this purpose, the Hailey and Land Trust intend that this CE will confine the use of the Easement Area to activities that are consistent with the purposes and will prohibit and prevent any use of the Easement Area that will significantly impair or interfere with the Conservation Values of the Easement Area. The purposes and intentions described in this Paragraph 1 are the “CE Purposes”.
2. **Definitions.** In this CE, the following terms shall have the below meanings. Each term is intended to have the given meaning throughout the CE regardless of whether it is capitalized or not. Additional definitions are occasionally expressly provided in the body of this CE.

“Access Drive” is a private access not necessarily on or part of the Easement Area from Croy Creek Road to the Property owned and maintained by Hailey for its access.

“Existing” or variations of it, means existing at the time of the execution of this CE.

“Hailey” and “Land Trust” shall be the persons and/or entity or entities named above, and any pronouns used in place of those terms, and shall also include, any or all successors in interest, and includes any person or entity acting by or for a party, on a party’s behalf or obtains authority by any means to act in the capacity of a party or has authority to exercise control over the Easement Area or act for a party, including but not limited to authority granted by agreement or court order.

“Improvement” means any human-made alteration in the physical character of the Easement Area, including without limitation excavation or any planting or removing vegetation, except noxious weeds. Improvements shall include, but not be limited to, Structures (as defined below), below ground facilities or infrastructure or utilities, roads, parking areas, ponds, fences and walls, irrigation improvements, machine-constructed trails and trails for non-motorized uses such as running, walking, hiking, biking and riding horses.

“Necessary” shall be interpreted to limit the use to which it applies to that which is reasonably essential to the accomplishment of such use.

“Non-motorized” use or public access does not exclude and expressly includes only Americans with Disabilities Act (“ADA”) compliant power-driven devices designed primarily for use and only used by an individual with a mobility disability for the main purpose of indoor or of both indoor and outdoor locomotion.

“Sensitive Area” is any designated area of the Easement Area that merits a higher degree of protection and is depicted on Exhibit A and referred to in Paragraph 5.10 (Prohibited Uses: Sensitive Areas) for restrictions.

“Structure” means any above-ground improvements constructed, installed, or placed on the ground, whether temporarily or permanently. Structures shall include, but not be limited to any form of residence, garages, sheds, greenhouses, barns, recreational facilities, and moveable buildings.

“Use” means physical use of the Easement Area or any part, or a use on the Easement Area or any part. The parties agree that this CE meets the definition of use for a “public facility”, under Plat note 3.a.

3. **Rights of Land Trust.** To accomplish the CE Purposes, Hailey conveys the following rights, as to the Easement Area, to the Land Trust by this CE:

3.1 **General Rights.** To identify, preserve and protect the Conservation Values of the Easement Area.
3.2 **Recreational Use.** Land Trust may make the Easement Area available to the public for recreational activities that are not commercial, with limited exceptions for events conducted by Land Trust or other public charities in accordance with the Management Plan, and non-motorized, including without limitation, hiking, bicycling, fishing, horseback riding, cross-country skiing, wildlife observation, and photography, provided that such activities are conducted in a manner, frequency, and intensity that results in no adverse impact on the Conservation Values (collectively “Recreational Use”). Recreational Use does not include an established, regular overnight campground, but possibly occasional camping use for events agreed upon between Hailey and Land Trust, and not within Sensitive Areas. Recreational Use will be further described in the Management Plan described in Paragraph 4.4 (“Management Plan”). Fee-based Recreational Use is not permitted unless otherwise described in the Management Plan.

3.3 **Passive Park Structures.** To construct, reconstruct and maintain structures for passive park use including but not limited to non-motorized trails, educational signage, kiosks, benches, picnic tables, fencing, toilets and parking areas, provided that such structures and facilities are consistent with the Conservation Values of this CE. Toilets and parking areas must be located outside of Sensitive Areas.

3.4 **Signage and Fencing.** Land Trust may construct, place, or maintain signs and fencing on the Easement Area for the purpose of (a) posting the Easement Area to control entry or use, (b) identifying Hailey and Land Trust, (c) providing directional, educational, or interpretive information, or (d) identifying that the property is protected under this CE. All signs shall comply with all applicable federal, state, and local laws, regulations, and requirements, and shall not significantly impair or interfere with the Conservation Values. Commercial signs (including billboards) unrelated to permitted activities conducted on the Easement Area are prohibited. Unless necessary to exclude wildlife for habitat enhancement or restoration, all fencing shall be wildlife friendly.

3.5 **Habitat Enhancement.** With any and all necessary federal, state, county and municipal permits, if and when applicable, Land Trust may undertake riparian, native plant and animal habitat rehabilitation and restoration activities on the Easement Area. These activities shall not adversely impact the Conservation Values and shall not require Hailey’s prior written approval, except as required by the Management Plan, unless the Easement Area is annexed into Hailey, in which case it would be subject to Hailey ordinances and any required permitting.

3.6 **Entry.** Essentially, Land Trust will have possession of the Easement Area at all times in order to implement the terms of this CE, including without limitation, the CE Purposes and in accordance with Paragraph 8 (Land Trust’s Remedies).

3.7 **To Prevent Uses Inconsistent with the CE Purposes.** To prevent Use inconsistent with the CE Purposes and to require the restoration of such areas or features that may be, or have been, damaged by any use inconsistent with the CE, in accordance with the remedies set forth in Paragraph 8 (Land Trust’s Remedies).

3.8 **Noxious Weeds.** Controlling noxious weeds, as identified by the Idaho State Department of Agriculture, shall be addressed in the Management Plan.

3.9 **Use of Vehicles.** Land Trust may use motorized vehicles on the Easement Area for use consistent with the CE purposes, including but not limited to habitat enhancement, trail maintenance, fire suppression, weed control, and implementation of rights included in this Paragraph 3.
4. **Permitted Uses (Rights of Hailey).** The following uses, on the Easement Area, are acknowledged by the parties to be consistent with the CE Purposes, and are retained by Hailey, subject to the conditions that such uses are undertaken in a manner that is consistent with the Purposes, and other specific standards that may be provided in connection with a particular use below. In some cases, the right to undertake a retained use is conditioned upon prior approval by Land Trust, in which cases notice and approval, in accordance with the provisions of Paragraph 7 (Notice and Approval), is required.

4.1. **Snow Storage Use.** If an Access Drive is unusable or as necessary to maintain the Property unencumbered by the CE, Hailey retains the right to cross the Easement Area, in areas agreed to in the Management Plan, and as close to Croy Creek Road as possible, in order to dump snow accumulated from Hailey’s public rights-of-way and parking areas on the Property unencumbered by the CE. In order to protect the Conservation Values on the Easement Area, Hailey and Land Trust also agree to comply with the Management Plan, if applicable to any Hailey uses on the Property unencumbered by the CE or Land Trust’s adjacent property.

4.2 **Structures and Other Improvements.** Hailey and Land Trust retain the rights to maintain existing improvements (described below), subject to the restrictions and requirements set forth in this Paragraph 4.2. No residential Structures are permitted.

4.2.1 **Existing Improvements.** Existing Improvements and other Structures on the Property include:

(a) Access Drives.

(b) County Road, as shown on Exhibit A, maintained by Blaine County.

(c) Any fences shown in the Baseline Documentation.

4.2.2 **Improvements Hailey is Permitted on the Easement Area.** Hailey retains the right to make or use the following Improvements on the Easement Area:

(a) Unpaved roads, including bridges, but only as necessary to provide reasonable access under Paragraph 4.1 and with the express approval of Land Trust.

(b) Fences necessary for dividing Hailey’s uses and access from recreational activities. The location and design of all fencing on the Easement Area shall not adversely impact wildlife movements (e.g., migration) and habitat.

(c) Drywells or other water catchment or diversion structures designed to contain or channel snowmelt from the Property unencumbered by the CE, into or away from Croy Creek as Hailey and Land Trust shall determine necessary in the Management Plan to avoid Hazardous Materials in the natural watershed.

4.2.3 **Notice Requirement.** Before undertaking any work on or site preparations for a Structure or other Improvement, other than routine maintenance, Hailey shall obtain Land Trust’s prior written approval in accordance with the terms of Paragraph 7 (Notice and Approval).
4.2.4 *Construction Requirements.* All improvements shall be constructed, and site preparations for such Structures shall be undertaken, by methods that minimize disturbance to the environment, including but not limited to minimal removal of vegetation, minimal movement of earth, and minimal clearance of access routes for construction vehicles. Upon the completion of work, or in the event of a non-seasonally related interruption of work exceeding sixty (60) days, all areas disturbed by any work on, or site preparations for, any Structure shall be restored to the approximate condition of the surrounding undisturbed land.

4.3 **Other Uses Retained by Hailey.**

4.3.1 *Use of Vehicles.* Hailey may use motorized vehicles on Access Drives or Easement Area consistent with the CE and Management Plan as long as not contrary to the CE Purposes. Off-road use of vehicles on the Easement Area shall be limited to uses necessary for (a) snow transportation and storage uses; (b) emergency or severe weather winter access when ordinary vehicle access is not available; (c) normal Property maintenance; and (d) fire suppression.

4.3.2 *Bike Path and Public Utility Easements.* Note 1.b in the Plat designates a twenty foot (20’) wide public utility and bike path easement granted along the north Property line adjacent to Croy Creek Road, and along all side lot lines. There is no grantee of either easement, but presumably, since Croy Creek Road is a public road, it is to any political subdivision of the State of Idaho responsible for maintaining Croy Creek Road.

4.3.3 **Other Uses.** Hailey may make any other use of the Easement Area that is consistent with the CE Purposes, provided that Hailey shall obtain the written approval of Land Trust prior to undertaking such uses, which approval shall not be unreasonably withheld. Uses reserved pursuant to this Paragraph 4.3.3 shall not be deemed “expressly reserved” for any other CE Purposes.

4.4 **Management Plan.** Hailey and Land Trust agree to complete a Management Plan for the Easement Area within six (6) months of recording the CE in the real property records that will identify management responsibilities and stewardship goals. Hailey, the Land Trust, and any of their successors or assignees will be parties to the Management Plan. The Management Plan will be reviewed and updated as necessary. The Management Plan will also address items including, but not limited to, reserved Property and Easement Area uses, public access, habitat and riparian conservation and restoration, trail systems, signage, facilities, structures, and parking areas.

5. **Prohibited Uses (Rights of Hailey).** In general, Hailey relinquishes, in perpetuity, the right to use the Easement Area in ways that are inconsistent with the CE Purposes, and all such uses are prohibited by the CE. Specifically, the following uses of the Easement Area are deemed to be inconsistent with the CE Purposes, and are prohibited:

5.1 *Surface Alteration.* The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod is prohibited, except as necessary for a use expressly retained in Paragraph 4 (Permitted Uses). The exceptions shall not be interpreted to permit any extraction or removal of surface materials in a manner that will adversely impact the CE Purposes.

5.2 *Mining.* Hailey shall not, and shall not allow any other person to, (a) explore for or (b) develop, extract, remove, drill for, store, save, transport, treat, process, market or otherwise utilize, by any means (“Mine” and “Mining”), oil, gas, coal, lignite, hydrocarbons, limestone, geothermal resources,
fossils, metals, ores, sand, gravel, rock, stone, aggregate, peat, clays, marl, earth, soil, and other minerals (“Mineral Resources”) on or below the surface of the Easement Area. The terms “Mine” and “Mining” shall include the treatment, processing, storage, transport, and other handling of effluent, tailings, and other waste or byproducts created or produced during the Mining of Mineral Resources.

5.3 Water Rights. Currently, there are no water rights appurtenant to the Property. If and when those would be applied for or acquired by Land Trust for the Easement Area, possibly for restoration purposes, the Property subject to this CE would include the right, title and interest in and to the water rights described by number assigned in the future by the Idaho Department of Water Resources (IDWR), including without limitation, any and all additional pertinent information, such as, the Source, Point of Diversion, Beneficial Use, Place of Use, Diversion or Volume, and Dates of Use during each calendar year and collectively referred to as “Water Rights”.

5.3.1 Permitted Water Rights Uses. Hailey and Land Trust agree that if Land Trust applies for and acquires any Water Rights, they will be appurtenant to the Easement Area. In that situation, the Water Rights would be necessary to the CE, form part of the economic and financial value of this CE and integral to the Conservation Values.

5.3.2 Forfeiture or Condemnation. The provisions of this CE concerning Extinguishment and Condemnation of the Property shall apply to any forfeiture or condemnation of Water Rights pursuant to applicable law.

5.4 Waste Disposal. Other than snow from Hailey’s rights-of-way and its other real property, together with any contents in it, no depositing, storing, dumping, or abandoning of any liquid or solid wastes, hazardous materials, building materials, refuse, inoperative vehicles or equipment, or chemical substances on or in the ground of the Property is permitted, except as expressly retained by Hailey in Paragraph 4 (Permitted Uses) for (a) sanitary sewer effluent from permitted Improvements; and (b) biological and chemical substances used in land management activities so long as such substances are used in compliance with Paragraph 4. “Hazardous Materials” includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “Environmental Law”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to CERCLA, as defined above; the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Idaho environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

5.5 Modification of Wetlands. No diking, draining, filling, or alterations of wetlands or streams are permitted, except: (a) in accordance with federal, state and local regulations; (b) with the prior written approval of Land Trust; and (c) as necessary for habitat enhancement as permitted in Paragraph 3.5 or the construction of Access Drives, roads, or bridges as permitted in Paragraph 4.2 (Structures and other
Improvements) and Paragraph 5 (Prohibited Uses), or in accordance with the Management Plan under Paragraph 4.

5.6 Land Division. The division or de facto division of the Property (through sales, partition, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property, is not permitted, except for any future boundary adjustment or consolidation with other adjacent lots or parcels.

5.7 Limitations on Use of Easement Area for Purposes of Building Density Requirements. No portion of the Easement Area may be used to satisfy land area requirements for the calculation of building density under subdivision and zoning laws for lands not subject to this CE.

5.8 Agricultural Uses. Intensive agricultural practices are prohibited on the Easement Area, other than occasional use by bands of sheep passing through the area.

5.9 Roads. No building of roads is permitted in the Easement Area except as necessary for a use expressly retained in Paragraph 4 (Permitted Uses). No portion of the Easement Area presently unpaved, shall be paved or otherwise be covered with concrete, asphalt, or any other paving material, nor shall any paved or unpaved road for access or other purposes be constructed, unless approved in the Management Plan.

5.10 Sensitive Areas. No Improvements by Hailey shall be located in a Sensitive Area.

6. Other Rights of Hailey. All rights reserved by Hailey or activities not prohibited by this CE shall be exercised by Hailey in a manner consistent with the CE Purposes.

7. Notice and Approval. The purpose of requiring Hailey to notify Land Trust prior to undertaking certain permitted uses is to afford Land Trust an adequate opportunity to monitor the uses to ensure that they are designed and carried out in a manner that is consistent with the CE Purposes and the terms of this CE.

7.1 Notice to Land Trust. Whenever notice is required, Hailey shall notify Land Trust in writing not less than thirty (30) days before the date Hailey intends to undertake Hailey’s proposed use. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use in sufficient detail to permit Land Trust to make an informed judgment as to its consistency with the CE and CE Purposes.

7.2 Information Requirements for Improvements. In the event of proposed construction/installation, renovation, and/or expansion of a new or existing improvement, Hailey shall provide Land Trust with the following information, where applicable, in addition to that required by Paragraph 7.1:

(a) Drawings by a surveyor and/or engineer showing the location, dimensions, Ground Surface Coverage, existing grade, and Gross Floor Area of proposed construction, installation, renovation, and/or expansion;

(b) Location and written narrative of erosion control methods, including any modification of wetlands;
(c) Existing elevation contours and any proposed changes in grade; and

(d) Existing vegetation, proposed vegetation removal, and the location of any proposed re-landscape.

7.3 **Land Trust’s Approval.** Where Land Trust’s approval is required, Land Trust shall respond to Hailey’s request for approval within thirty (30) days of receipt of Hailey’s written request. Land Trust’s approval may be withheld or conditioned only upon a reasonable determination by Land Trust that the use as proposed would be inconsistent with the CE Purposes or the terms of this CE. Following approval of any proposed use pursuant to the preceding paragraph, Hailey shall have one (1) year from the date of approval to commence any approved use. If work on the proposed use is not commenced, and thereafter diligently pursued within one (1) year, Hailey must resubmit the request to Land Trust for approval in accordance with this Paragraph 7.

7.4 **Notice to Hailey.** In the event of notice required by this CE to be provided to Hailey, such notice shall refer to the provision(s) of this CE pursuant to which it has been sent, and shall describe the use(s) with respect to which the notice is being sent.

8. **Remedies.**

8.1 **Issue Resolution.** Either party may enforce this CE at law or in equity against the other or any or all owners of an interest in and to the Property or any part. If there is a violation, or threatened violation, of this CE, either party shall provide written notice of such violation to the other or a Hailey or owner of an interest, which shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Easement Area to the condition before such violation, or in the case of a threatened violation, refrain from the use that would result in the violation.

8.2 **Mediation.** If a dispute arises between the parties concerning the consistency of any use with the terms or purposes of the CE, and if both agree not to proceed with the use pending resolution of the dispute, either party may request in writing to the other that the matter be mediated. Within fifteen (15) days of the receipt of such a request, the two parties may jointly appoint a single independent third-party mediator to hear the matter. Each party shall pay an equal share of the mediator’s fee. In referring any matter arising under the CE to mediation, the parties agree that mediation offers an alternative to the expense and time required to resolve disputes by litigation and is therefore often preferable to litigation. Nevertheless, mediation pursuant to this Paragraph 8.2 shall be voluntary, and this mediation provision shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies available under this Paragraph 8. Neither party shall have the right to compel performance of mediated solutions unless such solutions are reduced to a binding written agreement between the parties at the conclusion of the mediation process. The parties intend that each conflict and dispute submitted to mediation shall be unique, with facts, circumstances, and recommended resolutions to be determined on a case-by-case basis, without reference to prior conflicts, disputes, or the resolutions.

8.3 **Injunctive Relief.** If a party fails to cure the violation within thirty (30) days after receipt of written notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation, either party may bring a court
action at law or in equity in a court of competent jurisdiction to enforce the terms of this CE, to enjoin
the violation, \textit{ex parte} as necessary, by temporary or permanent injunction, and/or to require the
restoration of the Easement Area as provided in Paragraph 8.1.

8.4  **Damages.** A party shall be entitled to recover damages for violation of the terms of this CE
including injury to any of the Conservation Values, such as, without limitation, damages for the loss of
open space, viability of recreational uses or wildlife values. Without limiting a party’s liability therefore,
a party recovering damages from the other party, in its sole discretion, shall apply any damages
recovered to the cost of undertaking any corrective action on the Easement Area.

8.5  **Immediate Action.** If a party, in its sole discretion, determines that circumstances require
immediate action to prevent or mitigate significant damage to the Conservation Values, a party may
pursue its remedies under this Paragraph 8 without prior notice to the other party or an owner of any
interest or without waiting for the period provided for cure to expire.

8.6  **Scope of Relief.** A party’s rights under this Paragraph 8 apply equally in the event of either
actual or threatened violations of the terms of this CE. The parties agree that if a party’s remedies at
law for any violation of the terms of this CE are inadequate and that a party shall be entitled to the
injunctive relief described in Paragraph 8.2, both prohibitive and mandatory, in addition to such other
relief to which a party may be entitled, including specific performance of the terms of this CE, without
the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.
Both party’s remedies described in this Paragraph 8 shall be cumulative and shall be in addition to all
remedies now or hereafter existing at law and/or in equity.

8.7  **Costs of Enforcement.** All reasonable costs incurred by a party in enforcing the terms of this
Agreement against the other or an owner of any interest, including, without limitation, costs and
expenses of suit and reasonable attorneys’ fees, and any costs of restoration necessary to cure the
violation shall be borne by the party that ultimately prevails in a court action brought by a party,
otherwise, each party shall bear its own costs.

8.8  **Delay or Omission of Enforcement.** Delay or omission by a party to enforce any term of this CE
shall not be deemed or construed to be a waiver by that party of such term or of any prior or
subsequent breach of the same or any other term of this CE. No delay or omission by a party in the
exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or
be construed as a waiver and the defending party waives any defense of laches, estoppel, and
prescription.

8.9  **Right to Proceed Against Third Parties.** A party or an owner of any interest in the Property has
the right to proceed against any third party or parties whose actions threaten or damage the
Conservation Values, including the right to pursue all remedies and damages provided in this Paragraph
8. The parties shall cooperate with each other in such proceeding.

8.10  **Right to Require Assignment of Trespass Claims.** If requested by a party, the other party shall
assign to the requesting party any cause of action for trespass resulting in damage to the Conservation
Values that may be available to either party. The assigning party may condition such assignment to
provide for (a) the diligent prosecution of any such action by the assignee and (b) division according to
the proportionate values determined pursuant to Paragraph 12.2 (Valuation), between the parties of
any recovery, over and above Land Trust’s attorneys’ fees and expenses incurred, resulting from such action.

8.11 **Events Beyond Hailey’s Control.** Neither party shall be responsible for any injury to or change in the Property resulting from events beyond either or both parties’ control. Such events include, without limitation, fire, flood, storm, and earth movement, or actions by persons outside the control and knowledge of a party, or from any prudent action taken by a party under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such natural events.

9. **Public Access.** A limited right of access by the general public to the Easement Area is conveyed by this CE as further described in the Management Plan (Paragraph 4.4). This means that the access is limited by the terms of this CE and CE Purposes and the general public does not have unfettered access to the Easement Area at all times or days or by any means. The parties shall install such signage and take such other action as may reasonably be deemed necessary to protect the Easement Area from trespass or interference with any rights retained under this CE.

10. **Responsibilities of Hailey and Land Trust Not Affected.** The below Paragraphs 10.1, 10.2 and 10.3 do not create a third-party beneficiary, excluding the parties’ successors in interest, which are not considered third parties.

10.1 **Costs, Legal Requirements, and Liabilities.** Hailey retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Property, if any. Land Trust will be responsible for the operation, upkeep, management and maintenance of the Easement Area. Land Trust will be solely responsible for obtaining any applicable governmental permits and approvals for any construction or other uses permitted by this CE, and Hailey agrees to sign those and participate as long as consistent with the CE. All of this may be more particularly set out by the parties in the Management Plan.

10.2 **Indemnification by Land Trust.** Land Trust shall indemnify and hold Hailey harmless from, all expense, loss, liability, damages and claims, including Hailey’s attorney fees, if necessary, arising out of Land Trust’s entry on the Easement Area, unless caused by a violation of this CE by Hailey or by Hailey’s negligence or willful misconduct or as set out below in Paragraph 10.3. In the event Hailey is named in an action for which Hailey is entitled to indemnification and a defense, Hailey shall have the right to tender such defense to Land Trust pursuant to this Paragraph 10.2.

10.3 **Indemnification by Hailey.** Except for those circumstances under Paragraph 10.2, for which Land Trust is responsible, Hailey shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act or omission of Hailey, condition arising out of Hailey’s use of the Property, or other matter related to or occurring on or about the Property proximately caused by Hailey.

10.4 **Limited Status of Land Trust.** Despite any arguably contrary provision in this CE, the parties do not intend this CE to be, and this CE shall not be, construed such that it creates in or gives to Land Trust the obligations of an owner or operator with respect to the Easement Area within the meaning of CERCLA, and any comparable Idaho statute.

10.5 **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any
federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Hailey agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Land Trust, in which case Land Trust shall be responsible for such remediation.

11. **Representations and Warranties.**

11.1 **Hailey Representations and Warranties.** Hailey represents and warrants that, to the best of Hailey's actual, collective knowledge, but without having made specific inquiry:

11.1.1 No Hazardous Materials exist or have been released, stored, disposed of, deposited, or abandoned on the Property.

11.1.2 There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations and requirements.

11.1.3 Hailey and the Property follow all federal, state and local laws, regulations and requirements applicable to the Property and its use.

11.1.4 There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

11.1.5 No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Hailey might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

12. **Extinguishment and Condemnation.**

12.1 **Extinguishment.** If circumstances arise in the future that render the CE Purposes impossible to accomplish, this CE can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in Blaine County District Court. The amount of the proceeds to which Land Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Easement Area subsequent to such termination or extinguishment, shall be determined in accordance with Paragraph 12.

12.2 **Compensatory Damages.** Land Trust is entitled to collect from the individual or entity seeking the extinguishment or termination, compensatory damages in an amount equal to the increase in fair market value of the Easement Area, as appraised by an Idaho licensed real estate appraiser, who regularly appraises conservation easements, resulting from the modification or termination plus reimbursement of expenses associated with such litigation.
12.3 Restitution. Land Trust is entitled to recover from the Person seeking the extinguishment or termination: (1) restitution of amounts paid for this CE (if any) and any other sums invested in the Property for the benefit of the public as a result of rights vested by this CE, plus (2) reimbursement of expenses associated with such litigation as if a violation had occurred.

12.4 Application of Proceeds. Land Trust shall use all proceeds received under the circumstances described in this Paragraph 12 (Extinguishment and Condemnation) to pay the costs to monitor, enforce and preserve any portions of the Property that remain subject to this CE, or, if no remaining portion of the Property is subject to this CE, to acquire or complete other CEs or monitor and enforce existing CEs held by Land Trust that are comparable to this CE and its CE Purposes.

13. Perpetuation of Conservation Easement. Hailey acknowledges that Hailey has considered that any use of the Property that is expressly prohibited under the terms of this CE may become more economically valuable than uses permitted by the terms of this CE, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this CE. Hailey believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this CE. Hailey and Land Trust intend that any such change(s) shall not be deemed to be a circumstance justifying the termination or extinguishment of this CE. In addition, the inability of Hailey or Land Trust or their successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this CE, or the unprofitability of doing so, shall not impair the validity of this CE or be considered grounds for its termination or extinguishment.

14. Subordination. At the time of conveyance of this CE, Hailey attests that Hailey is the sole owner of the Property and the Property is not subject to a mortgage, deed of trust, other lien, or encumbrance.

15. Assignment by Land Trust. This CE is transferable, but Land Trust may assign its rights and obligations under this CE only to an assignee that is a “qualified organization” at the time of transfer under IRC section 170(h), and authorized to acquire and hold conservation easements under Idaho Code section 55-2101, et seq. (or any successor provision then applicable) and the laws of the United States. Any assignee must be an entity capable and willing to assume the responsibility imposed on Land Trust by this CE and, as a condition of such transfer, Land Trust shall require that the CE Purposes continue to be carried out. Land Trust agrees to give written notice to Hailey of any proposed assignment at least thirty (30) days before the date of such assignment. The failure of Land Trust to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this CE or limit its enforceability in any way. Land Trust shall, whenever possible and/or reasonably practical, honor the preferences of the then Property owner regarding Land Trust’s successor in interest, provided that Hailey give Land Trust notice of Hailey’s preferences within the above-referenced thirty (30) day period, and provided that any suggested assignee meets the criteria set forth in this Paragraph 15.

16. Subsequent Transfers by Hailey. Hailey agrees to incorporate the terms of this CE by reference in any deed or other legal instrument by which Hailey divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Hailey further agrees to give written notice to Land Trust of the proposed transfer of any interest at least thirty (30) days before the date of such transfer. The failure of Hailey to perform any act required by this Paragraph 16 shall not impair the validity of this CE or limit its enforceability in any way, nor shall such failure affect the validity of any transfer.
17. **Notice and Receipt.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other(s) shall be in writing and either served personally or sent by first class mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender’s account. Addresses for purpose of giving notice are as follows:

To Hailey:
City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333
(208) 788-4221

To Land Trust:
Wood River Land Trust
119 East Bullion Street
Hailey, ID 83333
(208) 788-3947

Or to such other address as a party from time to time shall designate by written notice to the other party. When personally delivered, notice is effective upon delivery. When mailed by U.S. Postal Service, certified mail, postage prepaid and return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service. A recipient cannot defeat delivery by refusing to accept the notice, and notice is deemed delivered if refused.

18. **Recordation.** Land Trust shall record this instrument in the official records of Blaine County, where the Property is located, and shall retain the original for Land Trust’s records. Land Trust may re-record this instrument or record any other instrument at any time as may be required to preserve its rights in this CE.

19. **General Provisions.**

19.1 **Controlling Law.** The interpretation and performance of this CE are governed by Idaho law.

19.2 **Liberal Construction.** Notwithstanding, any general rule of construction to the contrary, this CE shall be liberally construed in favor of the CE to effect the CE Purposes and the policy and purpose of Idaho Code section 55-2101, et seq. If any provision in this CE is found to be ambiguous, an interpretation consistent with the CE Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid. Any decisions resolving such ambiguities shall be documented in writing. This CE has been fully negotiated between the parties so that the rule that documents may be construed against the drafter does not apply.

19.3 **Severability.** If any provision of this CE, or its application to any individual, person or circumstance, is invalid, the remainder of the provisions of this CE, or the application of such provision to individuals, persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected.

19.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the CE and supersedes all prior discussions, negotiations, understandings, or agreements relating to the CE, all of which are merged into it.

19.5 **No Forfeiture.** Nothing contained in this CE will result in a forfeiture or reversion of Hailey’s title in any respect.
19.6 **Successors and Assigns.** All covenants, terms, conditions, and restrictions of this CE shall be binding upon, and inure to the benefit of Hailey and Land Trust and their lessees, successors, and assigns and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property. The terms “Hailey” and “Land Trust,” wherever used, and any pronouns used, shall include, respectively, the parties’ successors and assigns.

19.7 **Termination of Rights and Obligations and Standing to Enforce.** A party’s rights and obligations under this CE terminate upon transfer of the party’s interest in the CE or transfer of the Property, except all representations and warrantees made by and liabilities incurred by Hailey shall survive.

19.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

19.10 **Authority.** The individual signing this CE on behalf of an entity represents and warrants that he or she has the authority from the entity that the individual represents to bind that party to the CE and the individual signing is the entity’s fully authorized representative.

19.11 **Exhibits.** Any and all Exhibits and the Baseline Documentation are incorporated into the terms and conditions of this CE.

19.12 **Amendment.** If circumstances arise under which an amendment to or modification of this CE would be appropriate, Hailey and Land Trust may jointly amend this CE; provided, however, that (a) no amendment or modification shall be allowed that will affect the qualification of this CE or the status of Land Trust under any applicable laws, including IRC Section 170(h) and Idaho Code section 55-2101, et seq.; and, if the amendment is not for the purpose of correcting a technical error in this CE, (b) any amendment or modification must benefit or increase the Conservation Values, shall be consistent with the CE Purposes, and shall not affect the CE’s perpetual duration. Any such amendment or modification shall be recorded in the Blaine County real property records. Either party shall reimburse the other for its reasonable expenses associated with review and approval of any amendment initiated by that party.

TO HAVE AND TO HOLD unto Land Trust, its successors, and assigns forever.

(Signatures and notary acknowledgments on the following page.)
CITY OF HAILEY, an Idaho municipal corporation

By ________________________________
    Martha Burke, Mayor

ATTEST:

By ________________________________
    Mary Cone, City Clerk

State of Idaho

County of Blaine

This record was acknowledged before me on ________________________, 2022, by Martha Burke, Mayor and Mary Cone, City Clerk, of the City of Hailey, a political subdivision of the State of Idaho.

______________________________
Signature of notary public
My commission expires: ____________________

WOOD RIVER LAND TRUST COMPANY

By ________________________________
    Roland Wolfram, Chair

State of Idaho

County of Blaine

This record was acknowledged before me on ________________________, 2022, by Roland Wolfram, Chair of the Wood River Land Trust Company.

______________________________
Signature of notary public
My commission expires: ____________________
EXHIBIT A to CONSERVATION EASEMENT AGREEMENT

GALENA ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING

Legal Description for Wood River Land Trust Easement Area

Sections 8 & 17, Township 2 North, Range 18 East
Boise Meridian, Blaine County, Idaho

A legal description for a parcel of land located within Lot 2, Block 1, Croy Canyon Ranch Subdivision #1, being more particularly described as follows:

Commencing at a Brass Cap on an Iron Pipe, marking the corner of Sections 8, 9, 16 & 17, also being Blaine County Control Point "CROYWS9", from which an Aluminum Cap on an Iron Pipe, marking the western quarter corner of Section 15, also being Blaine County Control Point "2N18E15W1/4", lies S63°23'35"E, 5813.10 feet distant, and said section corner being the TRUE POINT OF BEGINNING:

Thence S64°17'02"W, 661.85 feet, along the boundary common with Parcel A2, Block 1, Croy Canyon Ranch Subdivision #2, to a 5/8" Rebar with No Cap;

Thence S54°25'26"W, 1042.83 feet, along the boundary common with Parcel A2, Block 1, Croy Canyon Ranch Subdivision #2, to a 5/8" Rebar with by LS792;

Thence S25°21'10"W, 421.90 feet, along the boundary common with Parcel A2, Block 1, Croy Canyon Ranch Subdivision #2, to a 1/2" Rebar by LS11779;

Thence S25°21'10"W, 426.93 feet, along the boundary common with Lot 1, Block 1, Croy Canyon Ranch Subdivision #2, to a 1/2" Rebar by LS11779;

Thence N00°22'19"E, 1074.45 feet, along the boundary common with Lot 1, Block 1, Croy Canyon Ranch Subdivision #1, to a point on the southerly Right of Way of Croy Creek Road, marked by a 1/2" Rebar by LS11779;

Thence N50°04'32"E, 650.37 feet, along the southerly Right of Way of Croy Creek Road, to a 1/2" Rebar by LS11779;

Thence continuing along the southerly Right of Way of Croy Creek Road, 206.95 feet, along a curve to the right, with a radius of 1120.00 feet, a delta of 10°35'12", a tangent length of 103.77 feet, and a chord length of 206.65 feet that bears N55°22'08"E, to a 1/2" Rebar with No Cap;

Thence continuing along the southerly Right of Way of Croy Creek Road, N60°39'44"E, 482.41 feet, to a 5/8" Rebar by LS16670;

Thence S29°20'16"E, 162.61 feet, to a 5/8" Rebar by LS16670;

Thence N68°44'04"E, 471.55 feet, to a 5/8" Rebar by LS16670;
Thence N85°17'01"E, 195.35 feet, to a 1/2" Rebar with an Illegible Cap, being a point on the western boundary of Lot 3, Block 1, Croy Canyon Ranch Subdivision #1;

Thence S00°32'36"W, 230.00 feet, along the boundary common with Lot 3, Block 1, Croy Canyon Ranch Subdivision #1, to the TRUE POINT OF BEGINNING, containing 972,798 Sq. Ft. (22.33 Ac.) more or less, as determined by computer methods.
EXHIBIT A to CONSERVATION EASEMENT AGREEMENT

TAX LOT 7900
WRDL
LIONS PARK
CITY OF HAILEY
LOT 4, BLOCK 1,
CROY CANYON
SUBDIVISION #1
WRDL
PARCEL A1,
BLOCK 1,
CROY CANYON
SUBDIVISION #2
CITY OF HAILEY
LOT 3, BLOCK 1,
CROY CANYON
SUBDIVISION #1
WRDL
PARCEL A2,
BLOCK 1,
CROY CANYON
SUBDIVISION #2
WRDL
SE 1/4 OF THE NW 1/4
& SE 1/4
OF SECTION 16
IDL
SE1/4, NE1/4
SECTION 17
WRDL
LOT 1, BLOCK 1,
CROY CANYON RANCH
SUBDIVISION #2
WRDL
LOT 1, BLOCK 1,
CROY CANYON
SUBDIVISION #1
WRDL
City of Hailey
Snow Storage Area
Easement Area
Additional delineation of Sensitive Area

LEGEND
Property Line

REUSE OF DRAWINGS: These drawings, or any portion thereof,
shall not be used on any Project or extensions of this Project except by
agreement in writing with Galena Engineering, Inc.
APPRAISAL REPORT

of a proposed Conservation Easement to potentially encumber the real property (vacant land) commonly referred to as a

22.33± ACRE PORTION OF LOT 2, BLOCK 1, CROY CANYON RANCH NO. 1 SUB.

located at 89 Croy Creek Road, in Blaine County, Idaho

Prepared for: Wood River Land Trust
Attn: Keri York
119 E Bullion Street
Hailey, Idaho 83333

Prepared by: Eric R. Alberdi, CGA
Alberdi & Company, Inc.
Post Office Box 2778
Hailey, Idaho 83333

Legal Description: TBD, Proposed: Lot 2B, a 22.33± acre portion of Lot 2, Block 1, Croy Canyon Ranch Subdivision #1, Blaine County, Idaho

Effective Date of Valuation: September 30, 2021
November 4, 2021

Wood River Land Trust
Attn: Keri York
119 E Bullion Street
Hailey, Idaho 83333

Re: Estimate of current market value for a proposed Conservation Easement on a 22.33 acre portion of Lot 2, Block 1, Croy Canyon Ranch Sub. No. 1, in Blaine County, Idaho.

Dear Ms. York,

In accordance with your request, I have prepared a narrative appraisal report on the above referenced real property to determine the estimated value of a potential Conservation Easement.

The effective date of this appraisal report and analysis is September 30, 2021.

Based upon the Assumptions and Limiting Conditions set forth within this appraisal report, I have estimated the value of the potential Conservation Easement (hypothetical condition), as follows:

<table>
<thead>
<tr>
<th>Lot 2B - Croy Canyon Ranch Subdivision</th>
<th>Acres</th>
<th>Indication</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Value</td>
<td>22.33</td>
<td>Per Acre</td>
<td></td>
</tr>
<tr>
<td>Unrestricted or Before Value</td>
<td></td>
<td>$16,794</td>
<td>$375,000</td>
</tr>
<tr>
<td>Restricted or After Value</td>
<td></td>
<td>$1,120</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>Value of the Conservation Easement</strong></td>
<td></td>
<td></td>
<td>$350,000</td>
</tr>
</tbody>
</table>

This appraisal report includes the estimated market value of the entire subject property before and after the potential easement is imposed. The basic difference between the two indicated market values before and after placing the easement on the property serves as a conclusion to the value of the conservation easement reflected above.

If you have any questions regarding this report, or if I can be of further assistance to you, please do not hesitate to contact my office.

Sincerely,

Eric R. Alberdi,
Certified General Appraiser
State of Idaho CGA #382
Expires: 09-20-2022
Client
The client of this appraisal is the Wood River Land Trust.

Intended User
The above named client is the intended user of this appraisal report.

Intended Use
The intended use of this report is to aid in internal planning and potential purchase of a Conservation Easement on the subject property.

Purpose of the Appraisal
The purpose of this appraisal report is to estimate the current market value of the fee simple interest for the subject property and to determine the estimated value of the subject property after placing a potential Conservation Easement restriction on the entire property. This appraisal report is being utilized as a basis for determining the Conservation Easement value, which may be granted to the Wood River Land Trust.

Identification of the Property
The subject property is situated at 89 Croy Creek Road, west of Hailey, Idaho. It consists of a 22.33± acre portion of a vacant parcel of land within a recently platted (July 2006) residential/agricultural subdivision.

Legal Description
The legal description for the subject property is: a 22.33± acre portion of Lot 2, Block 1, Croy Canyon Ranch Subdivision No. 1, Blaine County, Idaho.

Interest Valued
The property rights being appraised in this appraisal report are as follows:

1. Fee simple title of the subject parcel as it exists unencumbered on the date of this appraisal report.
2. Fee simple title of the subject parcel with a partial interest (potential Conservation Easement with imposed restrictions) deeded to a second party.
3. Estimated value of the partial interest (Conservation Easement) as deeded to a second party.
**Dates of Importance**

Effective Date of Value: September 30, 2021  
Inspection Date: September 30, 2021  
Date of Report Preparation: September – November 2021  
Date of Report: November 4, 2021

**Scope of the Appraisal**

The scope of the appraisal encompasses the necessary research and analysis in accordance with the intended use. This appraisal report is a narrative report as defined by USPAP. In regard to the subject property, the appraisal involved the following steps:

- The property was last inspected on September 30, 2021.
- The neighborhood section was based upon a physical inspection of the area as well as data from Blaine County.
- The subject vicinity was inspected for the purpose of identifying the neighborhood boundaries within which comparable properties would most likely be located. Sales of individual vacant parcels were researched for the purpose of identifying the estimated value of the subject property in its unencumbered, fee simple state. These transactions were verified with the Multiple Listing Service, public records, and/or with the buyer or seller.
- The data generated from these investigations was then analyzed and reconciled using the Sales Comparison Approach for the purpose of estimating the “as is” value before the proposed Conservation Easement is granted.
- I considered the subject’s value after the proposed Conservation Easement is granted by researching, analyzing and considering the following data: 1) sales of restricted land or parcels with similar highest and best use characteristics that will be created by the proposed Conservation Easement, 2) sales of vacant parcels of land with surplus or complimentary use land that provides similar highest and best use function as the subject parcel will after the potential Conservation Easement encumbers the subject parcel, and 3) any potential purchase interest of immediate (adjacent) neighboring land owners under the “after easement encumbrance”.
- The final step involved the organization and drafting of the report. A reader's attention is invited to the introductory sections of each valuation analysis for specific details on the individual methodologies.
Non-Disclosure

It is noted that Idaho is a non-disclosure State, whereby no sale prices are made public; therefore, I have relied upon information provided by respective parties as being true and accurate.

Definition of Market Value

*Market value* means the most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].*

Marketing Time

The estimated marketing time is 12 months.

Exposure Time

The estimated reasonable exposure time is 12 months.

Extraordinary Assumptions

Defined, an extraordinary assumption is an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser’s opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.
I made the extraordinary assumption that Lot 2, Block 1 of the Croy Canyon Ranch Sub. No. 1 could legally be subdivided into two separate, legal lots that would establish the subject Lot 2B as shown on the “conceptual WRLT Parcel Lot 2B – 22.33 acres±” drawing found in the addendum of this report. Lot 2A would be held by the city of Hailey for snow storage. Lot 2B would be held by the city of Hailey, but a Conservation Easement would encumber that portion.

Hypothetical Conditions

A hypothetical condition is that which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the subject property, such as market conditions or trends; or about the integrity of data used in an analysis.

In determining the “after” value of the subject property, I made the hypothetical condition that the proposed Conservation Easement encumbered the subject property (Lot 2B) upon the date of valuation. This was done for the purposes of analysis in deriving a value estimate for the proposed Conservation Easement or bundle of property rights that would potentially be sold by the current owner (City of Hailey, Idaho) to the client (Wood River Land Trust) of this appraisal report.

Compliance & Competency Provision

The appraiser completing this assignment has the necessary educational and experience background to provide an appraisal on this type of property. Additionally, as required by law, the appraiser is certified as a General Appraiser by the State of Idaho.

Personal Property, Fixtures, and Intangible Items

No personal property, inventory, business value, furniture, fixtures, or equipment are included in the appraised value for the subject real property.

Ownership History

According to public records, the subject property has been under the current ownership (City of Hailey, Idaho) for greater than three years. The subject property is not currently listed for sale. According to the County records, the subject property has not transferred in the past three years.
Assessment & Property Taxes

Lot 2B – Croy Canyon Ranch Sub. No. 1 – Conservation Easement Appraisal

The municipality of Hailey, Idaho, is not assessed or taxed by Blaine County.

The assessed value is noted for informational purposes only and should not be construed as market value as defined in this report.
Area Description

Although it is the 14th largest state by land area, Idaho ranks 39th in terms of population. On average, there are only about 18.5 people per square mile. By comparison, the national average is 86.8 per square mile. A little more than half of the population of Idaho lives in urban areas. The largest cities in the state are Boise, Nampa, Twin Falls, Idaho Falls, Pocatello, and Coeur D’Alene.
Blaine County Economic Overview

- Civilian Labor Force (Sep 2021): 12,761
- Unemployment Rate (Sep 2021): 2.7%
- Population (2020): 23,426
- Median Household Income (2019): $56,694
- Per Capita Personal Income (2019): $117,097
- Poverty Rate (2019): 12.5%
1. County Demographic Characteristics, 2019

<table>
<thead>
<tr>
<th></th>
<th>Blaine County</th>
<th>Blaine County (%)</th>
<th>State of Idaho (%)</th>
<th>United States (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Population</strong></td>
<td>22,373</td>
<td>100.0%</td>
<td>1,717,750</td>
<td>324,697,795</td>
</tr>
<tr>
<td><strong>Race and Ethnicity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>White alone, not hispanic</td>
<td>16,696</td>
<td>74.6%</td>
<td>82.0%</td>
<td>60.7%</td>
</tr>
<tr>
<td>Black or African American alone, not hispanic</td>
<td>98</td>
<td>0.4%</td>
<td>0.7%</td>
<td>12.3%</td>
</tr>
<tr>
<td>Native American alone, not hispanic</td>
<td>159</td>
<td>0.7%</td>
<td>1.1%</td>
<td>0.7%</td>
</tr>
<tr>
<td>Asian alone, not hispanic</td>
<td>191</td>
<td>0.9%</td>
<td>1.3%</td>
<td>5.5%</td>
</tr>
<tr>
<td>Hispanic, or Latino (of any race)</td>
<td>5,062</td>
<td>22.6%</td>
<td>12.5%</td>
<td>18.0%</td>
</tr>
<tr>
<td><strong>Gender</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>11,521</td>
<td>51.5%</td>
<td>50.1%</td>
<td>49.2%</td>
</tr>
<tr>
<td>Female</td>
<td>10,852</td>
<td>48.5%</td>
<td>49.9%</td>
<td>50.8%</td>
</tr>
<tr>
<td><strong>Age</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Median age</td>
<td>43.2</td>
<td>-</td>
<td>40.3</td>
<td>38.1</td>
</tr>
<tr>
<td>Under 18 years</td>
<td>4,963</td>
<td>22.2%</td>
<td>25.7%</td>
<td>22.6%</td>
</tr>
<tr>
<td>Over 18 years</td>
<td>17,410</td>
<td>77.8%</td>
<td>74.3%</td>
<td>77.4%</td>
</tr>
<tr>
<td>21 years and over</td>
<td>15,859</td>
<td>70.9%</td>
<td>64.9%</td>
<td>67.9%</td>
</tr>
<tr>
<td>Over 65 years</td>
<td>3,977</td>
<td>17.8%</td>
<td>15.4%</td>
<td>15.6%</td>
</tr>
<tr>
<td><strong>Educational Attainment (Population 25 years and Over)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 9th grade</td>
<td>751</td>
<td>3.4%</td>
<td>2.2%</td>
<td>3.5%</td>
</tr>
<tr>
<td>High school graduate (with equivalents)</td>
<td>4,052</td>
<td>18.1%</td>
<td>17.8%</td>
<td>18.3%</td>
</tr>
<tr>
<td>Some college, no degree</td>
<td>3,189</td>
<td>14.3%</td>
<td>10.9%</td>
<td>13.9%</td>
</tr>
<tr>
<td>Associate’s degree</td>
<td>1,213</td>
<td>5.4%</td>
<td>6.4%</td>
<td>5.8%</td>
</tr>
<tr>
<td>Bachelor’s degree</td>
<td>3,749</td>
<td>16.8%</td>
<td>12.1%</td>
<td>13.4%</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>1,860</td>
<td>8.3%</td>
<td>5.8%</td>
<td>8.4%</td>
</tr>
<tr>
<td><strong>Median Household Income</strong></td>
<td>$56,694</td>
<td>-</td>
<td>$56,005</td>
<td>$62,843</td>
</tr>
</tbody>
</table>

Source: US Census Bureau, American Community Survey 2019 5-Year Estimates

2. Labor Force

<table>
<thead>
<tr>
<th></th>
<th>Labor Force</th>
<th>Employment</th>
<th>Unemployed</th>
<th>Unemployment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 2021</td>
<td>12,761</td>
<td>12,413</td>
<td>348</td>
<td>2.7%</td>
</tr>
<tr>
<td>September 2020</td>
<td>13,442</td>
<td>12,447</td>
<td>995</td>
<td>7.4%</td>
</tr>
</tbody>
</table>

Source: Idaho Department of Labor
3. Seasonally-Adjusted Unemployment Rate, 2009 - Current

![Graph showing unemployment rates](image)

Source: Idaho Department of Labor


![Graph showing labor force and employment](image)

Source: Idaho Department of Labor
5. Industry Employment and Wages - 2010, 2019 and 2020

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Covered Wages</td>
<td>11,697</td>
<td>$35,988</td>
<td>12,919</td>
<td>$43,725</td>
<td>12,162</td>
<td>$46,403</td>
</tr>
<tr>
<td>Natural Resources and Mining</td>
<td>130</td>
<td>$31,095</td>
<td>131</td>
<td>$40,859</td>
<td>144</td>
<td>$41,491</td>
</tr>
<tr>
<td>Construction</td>
<td>1,240</td>
<td>$36,805</td>
<td>1,816</td>
<td>$46,628</td>
<td>1,802</td>
<td>$48,773</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>388</td>
<td>$62,802</td>
<td>371</td>
<td>$47,992</td>
<td>354</td>
<td>$48,887</td>
</tr>
<tr>
<td>Trade, Transportation, and Utilities</td>
<td>1,935</td>
<td>$32,013</td>
<td>1,944</td>
<td>$39,091</td>
<td>1,924</td>
<td>$44,020</td>
</tr>
<tr>
<td>Information</td>
<td>340</td>
<td>$41,789</td>
<td>193</td>
<td>$58,203</td>
<td>157</td>
<td>$68,749</td>
</tr>
<tr>
<td>Financial Activities</td>
<td>802</td>
<td>$85,460</td>
<td>673</td>
<td>$86,036</td>
<td>644</td>
<td>$94,288</td>
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<tr>
<td>Professional and Business Services</td>
<td>1,423</td>
<td>$52,707</td>
<td>1,624</td>
<td>$61,012</td>
<td>1,480</td>
<td>$62,257</td>
</tr>
<tr>
<td>Education and Health Services</td>
<td>1,600</td>
<td>$44,516</td>
<td>1,794</td>
<td>$53,099</td>
<td>1,723</td>
<td>$57,008</td>
</tr>
<tr>
<td>Leisure and Hospitality</td>
<td>2,981</td>
<td>$19,688</td>
<td>3,247</td>
<td>$26,001</td>
<td>2,800</td>
<td>$27,480</td>
</tr>
<tr>
<td>Other Services</td>
<td>412</td>
<td>$32,889</td>
<td>674</td>
<td>$10,257</td>
<td>616</td>
<td>$46,349</td>
</tr>
<tr>
<td>Public Administration</td>
<td>832</td>
<td>$36,345</td>
<td>638</td>
<td>$46,650</td>
<td>624</td>
<td>$49,335</td>
</tr>
</tbody>
</table>

Source: Idaho Department of Labor

6. Top Employers, 2020

<table>
<thead>
<tr>
<th>Employer</th>
<th>Ownership</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun Valley Resort</td>
<td>Private</td>
<td>500 - 999</td>
</tr>
<tr>
<td>Blaine County School District</td>
<td>Local Gov</td>
<td>500 - 999</td>
</tr>
<tr>
<td>Atkinson's Market</td>
<td>Private</td>
<td>100 - 249</td>
</tr>
<tr>
<td>Power Engineers</td>
<td>Private</td>
<td>100 - 249</td>
</tr>
<tr>
<td>Blaine County</td>
<td>Local Gov</td>
<td>100 - 249</td>
</tr>
<tr>
<td>Albertsons</td>
<td>Private</td>
<td>100 - 249</td>
</tr>
<tr>
<td>JEG Zenergy</td>
<td>Private</td>
<td>100 - 249</td>
</tr>
<tr>
<td>Community School</td>
<td>Private</td>
<td>100 - 249</td>
</tr>
<tr>
<td>Valley Club</td>
<td>Private</td>
<td>50 - 99</td>
</tr>
<tr>
<td>City Of Ketum</td>
<td>Local Gov</td>
<td>50 - 99</td>
</tr>
</tbody>
</table>

NOTE: Only employers that have given the Department permission to release employment range data are listed. Source: Idaho Department of Labor
7. Real Per Capita Income, 2009 - 2019

8. Labor Force Commuting Patterns, 2018

It is estimated that 6,650 workers lived and worked in Blaine County in 2018. Another 4,732 workers were employed in Blaine County but lived outside, while 1,964 workers commuted to other counties for work.
9. Top 10 Cities Where People Who Work in Blaine County Live, 2018

<table>
<thead>
<tr>
<th>City of Residence</th>
<th>All Jobs</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hailey</td>
<td>2,663</td>
<td>23.4%</td>
</tr>
<tr>
<td>Bellevue</td>
<td>880</td>
<td>7.7%</td>
</tr>
<tr>
<td>Ketchum</td>
<td>462</td>
<td>4.1%</td>
</tr>
<tr>
<td>Boise City</td>
<td>428</td>
<td>3.8%</td>
</tr>
<tr>
<td>Twin Falls</td>
<td>343</td>
<td>3.0%</td>
</tr>
<tr>
<td>Carey</td>
<td>207</td>
<td>1.6%</td>
</tr>
<tr>
<td>Sun Valley</td>
<td>196</td>
<td>1.7%</td>
</tr>
<tr>
<td>Jerome</td>
<td>180</td>
<td>1.6%</td>
</tr>
<tr>
<td>Nampa</td>
<td>158</td>
<td>1.4%</td>
</tr>
<tr>
<td>Meridian</td>
<td>150</td>
<td>1.3%</td>
</tr>
</tbody>
</table>

Note: “All Jobs” includes private and public sector jobs. It also includes a count of workers with multiple jobs. Source: US Census Bureau

10. Top 10 Cities Where People Who Live in Blaine County Work, 2018

<table>
<thead>
<tr>
<th>City of Employment</th>
<th>All Jobs</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ketchum</td>
<td>2,381</td>
<td>27.6%</td>
</tr>
<tr>
<td>Hailey</td>
<td>1,774</td>
<td>20.6%</td>
</tr>
<tr>
<td>Sun Valley</td>
<td>839</td>
<td>9.7%</td>
</tr>
<tr>
<td>Boise City</td>
<td>458</td>
<td>5.3%</td>
</tr>
<tr>
<td>Bellevue</td>
<td>417</td>
<td>4.8%</td>
</tr>
<tr>
<td>Twin Falls</td>
<td>144</td>
<td>1.7%</td>
</tr>
<tr>
<td>Nampa</td>
<td>102</td>
<td>1.2%</td>
</tr>
<tr>
<td>Meridian</td>
<td>98</td>
<td>1.1%</td>
</tr>
<tr>
<td>Idaho Falls</td>
<td>84</td>
<td>1.0%</td>
</tr>
<tr>
<td>Carey</td>
<td>76</td>
<td>0.9%</td>
</tr>
</tbody>
</table>

Note: “All Jobs” includes private and public sector jobs. It also includes a count of workers with multiple jobs. Source: US Census Bureau
Subject Neighborhood

The subject property is located approximately 0.60 miles west of the main traffic signal in downtown Hailey, Idaho. Hailey is the county seat of Blaine County in the south central part of Idaho. The City of Hailey is located approximately 12 miles south of the City of Sun Valley, Idaho, a resort community with national appeal.

The neighborhood of the subject property can be considered the Croy Creek Gulch with multiple residential/agricultural developments that are generally known as “ranchettes” – 5 to 40 acre parcels with single-family residential development that may include: horse facilities, ADUs, irrigated cropland, or other associated improvements. The subject property is located in the Blaine County R-5: Residential/Agricultural (with 5 acre minimum homesite requirement) zoned district. It is noted that the subject site is part of a recent (2006) subdivision. It is also noted that the subject plat states: (Plat Note 3b.: If Lot 2 is not used as a public facility, i.e. a structure for the use and benefit of the community such as (without limitation and by way of example only) a school, hospital, extended care facility or continuing care retirement community, or cultural or educational center, then development on Lot 2 shall be limited to one (1) residence plus accessory dwelling unit(s) and structures as set forth by code. This condition shall be binding unless the county commissioners agree to a modification of this plat note, pursuant to the plat amendment procedures established in Title 10 of the Blaine County Code.

A considerable percentage of the Blaine County workforce is located in the south Blaine County area, primarily because of the higher cost of housing in the Ketchum-Sun Valley area. There are a number of professionals locating in the Bellevue / Hailey areas and new businesses are also locating within this area. Real estate sales activity has been steady for the past 24 to 36 months, and there have been several indicators that economic conditions in the subject area have been inclining (see market conditions below).

Market Conditions

The real estate market in Blaine County, Idaho, “boomed” from 1995 to 2005, with substantial appreciation rates observed in all market segments (residential, commercial, industrial and special use). The most pronounced increases were seen between 2003 and 2005 when interest rates dipped sharply and values climbed quickly. In 2006, as interest rates began to rise, the market began to cool. The sub-prime mortgage “melt-down” in mid-2007 caused the local market to further stabilize and then begin a cycle of significant decline in values.

In addition to the financial crisis, a global economic recession reportedly began in January of 2008. Between 2009 and 2013, economic conditions for the United States were gloomy, with unemployment rates rising steadily and consumer confidence dipping sharply. Most economists declared that we were in “uncharted waters” and were not confident in predicting an end to the recession. Clearly, these macroeconomic changes were detrimental to the local real estate market – evidenced by a sharp decline in sales prices and sales volume as well as increased unemployment and declines in commercial real estate occupancy rates.
The market stabilized in terms of sale volume and sale prices as well as occupancy from 2017 to January – February 2020. The Hailey / Ketchum / Sun Valley real estate markets saw a major adjustment in real estate prices but the market had begun to see some growth and demand was slowly increasing.

Then COVID-19 hit the market in March 2020 and the real estate market effectively came to a stand still. Blaine County was known as a national “hot spot” with a very high incidence of viral infection to county residents (studies estimating over 30% of the population had contracted the virus). June / July of 2020 began the re-opening of the area and from that time to the current, effective date of this appraisal report the real estate market has inclined significantly in terms of sales volume, sales prices, and overall demand. Many have indicated that there is a perfect storm in outside markets around the nation – characterized by: severe fires, high incidents of COVID-19 infection, and high incidents of protests/civil unrest. Blaine County, Idaho, is perceived to be somewhat of a safe-haven from these issues, which has resulted in increased demand for housing and very significant market activity including increased sale and list prices. There are several new developments in the Blaine County market and activity is best characterized as very high.

Blaine County and the immediate Bellevue, Idaho, market are likely to continue to experience this activity until the national markets stabilize and the market regains confidence in metropolitan areas with the challenges listed above.

**UPDATE (Market Conditions eighteen-months since COVID-19 Shutdown):**

The pandemic has fueled growth in the Wood River Valley like never seen before. Since the shutdown in March of 2020, visitors haven’t necessarily come for particular holidays or seasons – rather many moved in and have stayed. And more keep coming. One year after schools shut down, they are now filled to capacity with waiting lists for next year. Architects and builders are booked two-years out for new homes, existing real estate inventory has dropped 45% and the average sales price has risen 42%. Idaho is reported to have one of the highest growth rates in terms of “Covid Migration” – which has been amplified by two other events: California wildfires and metropolitan protests related to civil unrest.

The subject market has experienced a significant incline over the past 12+ months. This is evident in all sectors of the market. From March of 2020 to March of 2021 the overall statistics from the MLS state that existing real estate inventory has dropped 45% and the average sales price has risen 42%.

The Sun Valley Economic Development group announced in mid-May, 2021, that the population of Blaine County, Idaho, increased 7% in 2020 compared to 1% per year for the previous seven years. This translated to approximately 1500 new members of the valley at the end of 2020. This significant increase in population has resulted in very strong demand and very low supply of housing within the overall Blaine County, Idaho, market.
Median Sales Price

Dollar Volume of Closed Sales

Each data point is 12 months of activity. Data is from October 17, 2020.
Average Days on Market

Each data point is 12 months of activity. Data is from October 17, 2020.

Pending Sales

Each data point is 12 months of activity. Data is from October 17, 2020.
Properties for Sale

Each data point is 12 months of activity. Data is from October 17, 2020.
Zoning

The subject property of this appraisal report is currently zoned according to the Blaine County’s Zoning Ordinance as R-5: Residential/Agricultural. This district allows for both agricultural and single family residential use (with a minimum site area of 5 acres per SFR development). The typical development in this district within the subject neighborhood is a SFR with ADU and/or horse setup along with irrigated or dry-land crops (pasture or hay field).

Blaine County Zoning Map (Subject in R-5 Zoning District)

It is also noted that the subject plat states: (Plat Note 3b.: If Lot 2 is not used as a public facility, i.e. a structure for the use and benefit of the community such as (without limitation and by way of example only) a school, hospital, extended care facility or continuing care retirement community, or cultural or educational center, then development on Lot 2 shall be limited to one (1) residence plus accessory dwelling unit(s) and structures as set forth by code. This condition shall be binding unless the county commissioners agree to a modification of this plat note, pursuant to the plat amendment procedures established in Title 10 of the Blaine County Code.)
Site Description

The subject property consists of a vacant parcel of land that is located at 89 Croy Creek Road, immediately west of the city of Hailey, Idaho. The subject property is a 22.33 acre portion of the vacant Lot 2, Block 1, Croy Canyon Ranch No. 1 Subdivision. The subject parcel consists of a significant area of both Floodplain & Floodway areas as designated by the 2010 FEMA study. However, the subject parcel has three building envelope areas that could be developed with a single-family residence and associated accessory dwelling unit.

Hazardous Waste: I have no knowledge concerning the presence of any hazardous materials on the site as of the date of this appraisal. I have not conducted any tests to determine whether or not such hazardous materials and/or related conditions exist on the site. I recommend that the reader direct any questions concerning this issue to a firm of registered professional engineers specializing in providing such testing and analysis if there concern about the subject. I assume that the site is free from hazardous waste contamination. Any contamination subsequently found on the subject site, however, automatically renders this appraisal null and void.
Accessibility: Primary access to the subject property is from Croy Creek Road.

Flood Plain Information: A significant portion of the subject parcel is within the flood plain or flood way. However, there are three areas deemed to be outside of the flood plain / flood way upon which development of a SFR / ADU could be made.

Earthquake Zone: The subject is located in Level II-B seismic zone.

Easements: No adverse easements or encroachments were illustrated on the plat map. Therefore, the appraiser assumes that no easements or restrictions adversely impact the value of the subject property.

However, the appraiser is not an expert in these legal matters, and the client is recommended to retain an expert if questions or concerns exist regarding any easements or encroachments.
**Irrigation Water Rights:** I am not aware of any irrigation water rights associated with the subject parcel.

**Infrastructure:** I understand that individual (private) domestic wells and septic systems are permitted for residential use. Electricity is overhead and provided by Idaho Power Company. This type of infrastructure is typical in the subject neighborhood for “ranchette” use.

**Summary**

On the basis of my analysis of the subject site and after giving specific consideration to all characteristics of the subject property, I have concluded that the subject property of this appraisal report is considered to be an average to good Ag/Res zoned parcel of land within close proximity to the Hailey, Idaho, area. It is noted, however that a very significant portion of the subject parcel are within the flood plain or flood way as shown on the following map:
3. Future Use of Lots 1 and 2

a. If Lot 1 is not used as a public facility, i.e. a structure for the use and benefit of the community such as (without limitation and by way of example only) a school, hospital, extended care facility or continuing care retirement community, or cultural or educational center, then development on Lot 1 shall be limited to one (1) residence plus accessory dwelling unit(s) and structures as set forth by code. This condition shall be binding unless the county commissioners agree to a modification of this plat note, pursuant to the plat amendment procedures established in Title 10 of the Blaine County Code.

b. If Lot 2 is not used as a public facility, i.e. a structure for the use and benefit of the community such as (without limitation and by way of example only) a school, hospital, extended care facility or continuing care retirement community, or cultural or educational center, then development on Lot 2 shall be limited to one (1) residence plus accessory dwelling unit(s) and structures as set forth by code. This condition shall be binding unless the county commissioners agree to a modification of this plat note, pursuant to the plat amendment procedures established in Title 10 of the Blaine County Code.

c. Public facilities constructed in unincorporated Blaine County shall only be permitted with a conditional use permit.

SUBJECT PLAT MAP – previous page & this page – with Plat Note #3
**Improvement Description**

The site is vacant of any building improvements. It is noted that the northeastern portion of the subject parcel (proposed Lot 2A) has been utilized by the city of Hailey, Idaho, for snow storage during the winter months over the past several years. This portion is at street grade, level, and has good truck access for its use. This is shown clearly on the topographic map above as well as the aerial maps previously shown.

**Site Photographs**

View of the Subject Parcel, looking West
View of Subject Parcel, looking SW

View of Subject Parcel, looking SW
View of the Subject Parcel, looking South

Street Scene – Croy Road – looking East (subject to right) taken 09-30-2021
Highest and Best Use

Highest and best use identifies the most profitable, competitive use to which a property can be developed. A property’s highest and best use is determined by the competitive forces in the market in which a property is located.

The four criteria the highest and best use must meet are: physical possibility, legal permissibility, financial feasibility, and maximum productivity.

“As Is” (Before Encumbrance of the Conservation Easement): Based on my analysis of the legal, physical, and market constraints, I have concluded that the highest and best use for the subject site, as vacant, would be a new, single-family residential development – to include both residential and agricultural uses (horse operation or small “hobby farm / ranchette”) with an ADU. This is obvious when examining recent developments within the immediate neighborhood.

After Encumbrance of the Conservation Easement: The proposed Conservation Easement on the subject property will severely restrict the subject property’s development potential. It is the appraiser’s opinion that the conservation easement will, in fact, retain the subject basically as an agricultural open space area in perpetuity. I conclude that, following the proposed grant of easement, the highest and best use of the subject parcel would be a scenic “open space corridor” for an adjacent property owner as enhancement value only.
The Valuation Process

In estimating the “as is, before the grant of the Conservation Easement” Market Value for the subject property of this appraisal report, I have considered and developed the Sales Comparison approach to value.

In estimating the prospective, after the grant of the Conservation Easement (hypothetical) Market Value for the subject property of this appraisal report, I have considered and developed the Sales Comparison approach AND I have reached out to any and all adjacent property owner(s) to determine any interest in purchasing the property for enhancement value without any development rights.

The following sections provides a summary of the two valuation scenarios that were considered / developed.
BEFORE (UNRESTRICTED) VALUE

The following section provides my research and analysis of market data in order to derive a value estimate for the subject property before the restrictions of the proposed Conservation Easement.

SALES COMPARISON APPROACH

The current market value for the subject’s land area before the grant of the proposed Conservation Easement was estimated by direct comparison to vacant land sales and listings within the immediate, rural west Hailey, Idaho, (Croy Creek drainage) area.

I have discovered twenty-two (22) comparable sales and five (5) current listings of vacant sites in which to compare the subject property. Typically, the price-per-acre metric is considered when comparing vacant “ranchette” parcels. However, this comparison is not deemed to be a good comparison for these properties because the primary comparison is based on the use primarily and surplus or enhancement land secondarily. In other words, the market is primarily concerned with the price per home-site and secondarily concerned with other considerations – such as: location, view, water rights/irrigation potential, pond or stream frontage and additional or surplus land for enhancement to the base SFR/ADU site.

The following pages include two tables: sales considered, listings considered, and a location map showing the comparables with reference to the subject’s location.
## Comparable Land Sales Considered

**Croy Creek Canyon - Hailey, Idaho 83333**

<table>
<thead>
<tr>
<th>Sale #</th>
<th>Address</th>
<th>Date of Sale</th>
<th>List Price</th>
<th>Purchase Price</th>
<th>Site Size in Acres</th>
<th>Sale $/Acres of Land</th>
<th>Overall Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14 Golden Currant Dr.</td>
<td>3/26/21</td>
<td>$175,000</td>
<td>$165,000</td>
<td>7.12</td>
<td>$23,174</td>
<td>Inferior</td>
</tr>
<tr>
<td>2</td>
<td>12 Penstemon Dr.</td>
<td>11/23/20</td>
<td>$195,000</td>
<td>$185,000</td>
<td>5.10</td>
<td>$36,275</td>
<td>Inferior</td>
</tr>
<tr>
<td>3</td>
<td>16 Golden Currant Dr.</td>
<td>3/26/21</td>
<td>$225,000</td>
<td>$213,000</td>
<td>6.98</td>
<td>$30,516</td>
<td>Inferior</td>
</tr>
<tr>
<td>4</td>
<td>83 Pioneer View Dr.</td>
<td>2/1/21</td>
<td>$225,000</td>
<td>$215,000</td>
<td>5.22</td>
<td>$41,188</td>
<td>Inferior</td>
</tr>
<tr>
<td>5</td>
<td>13 Golden Currant Dr.</td>
<td>4/9/21</td>
<td>$250,000</td>
<td>$240,000</td>
<td>5.49</td>
<td>$43,716</td>
<td>Inferior</td>
</tr>
<tr>
<td>6</td>
<td>15 Golden Currant Dr.</td>
<td>12/23/20</td>
<td>$250,000</td>
<td>$250,000</td>
<td>4.88</td>
<td>$51,230</td>
<td>Inferior</td>
</tr>
<tr>
<td>7</td>
<td>109 Valentine Cir.</td>
<td>11/2/20</td>
<td>$290,000</td>
<td>$265,000</td>
<td>23.64</td>
<td>$11,210</td>
<td>Inferior</td>
</tr>
<tr>
<td>8</td>
<td>123 Pioneer View Dr.</td>
<td>12/28/20</td>
<td>$300,000</td>
<td>$275,000</td>
<td>5.06</td>
<td>$54,348</td>
<td>Inferior</td>
</tr>
<tr>
<td>9</td>
<td>18 Golden Currant Dr.</td>
<td>3/26/21</td>
<td>$300,000</td>
<td>$284,000</td>
<td>5.37</td>
<td>$52,886</td>
<td>Inferior</td>
</tr>
<tr>
<td>10</td>
<td>10 Rodeo Dr.</td>
<td>3/26/21</td>
<td>$299,000</td>
<td>$300,000</td>
<td>5.00</td>
<td>$60,000</td>
<td>Inferior</td>
</tr>
<tr>
<td>11</td>
<td>17 Golden Currant Dr.</td>
<td>3/19/21</td>
<td>$300,000</td>
<td>$300,000</td>
<td>6.16</td>
<td>$48,701</td>
<td>Inferior</td>
</tr>
<tr>
<td>12</td>
<td>101 Valentine Cir.</td>
<td>11/16/20</td>
<td>$320,000</td>
<td>$310,000</td>
<td>20.76</td>
<td>$14,933</td>
<td>Inferior</td>
</tr>
<tr>
<td>13</td>
<td>100 Croy Creek Rd.</td>
<td>12/10/20</td>
<td>$325,000</td>
<td>$320,000</td>
<td>5.65</td>
<td>$56,637</td>
<td>Inferior</td>
</tr>
<tr>
<td>14</td>
<td>20 Golden Currant Dr.</td>
<td>2/19/21</td>
<td>$350,000</td>
<td>$325,000</td>
<td>8.22</td>
<td>$39,538</td>
<td>Inferior</td>
</tr>
<tr>
<td>15</td>
<td>102 Valentine Cir.</td>
<td>10/19/20</td>
<td>$350,000</td>
<td>$330,000</td>
<td>40.00</td>
<td>$8,250</td>
<td>Inferior</td>
</tr>
<tr>
<td>16</td>
<td>101 Mary Cir.</td>
<td>10/30/20</td>
<td>$350,000</td>
<td>$340,000</td>
<td>40.00</td>
<td>$8,500</td>
<td>Inferior</td>
</tr>
<tr>
<td>17</td>
<td>103 Mary Cir.</td>
<td>9/22/20</td>
<td>$375,000</td>
<td>$355,000</td>
<td>40.00</td>
<td>$8,875</td>
<td>Inferior</td>
</tr>
<tr>
<td>18</td>
<td>107 Mary Cir.</td>
<td>6/9/21</td>
<td>$375,000</td>
<td>$375,000</td>
<td>40.00</td>
<td>$9,375</td>
<td>Inferior</td>
</tr>
<tr>
<td>19</td>
<td>871 Croy Creek Rd.</td>
<td>10/22/21</td>
<td>$329,000</td>
<td>$380,000</td>
<td>54.41</td>
<td>$6,984</td>
<td>Inferior</td>
</tr>
<tr>
<td>20</td>
<td>21 Golden Currant Dr.</td>
<td>10/21/20</td>
<td>$450,000</td>
<td>$385,000</td>
<td>14.44</td>
<td>$26,662</td>
<td>Inferior</td>
</tr>
<tr>
<td>21</td>
<td>241 Broadford Rd.</td>
<td>12/10/20</td>
<td>$579,000</td>
<td>$549,000</td>
<td>7.11</td>
<td>$77,215</td>
<td>Superior</td>
</tr>
<tr>
<td>22</td>
<td>291 Broadford Rd.</td>
<td>9/3/21</td>
<td>$729,000</td>
<td>$719,000</td>
<td>9.87</td>
<td>$72,847</td>
<td>Superior</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td></td>
<td><strong>$333,682</strong></td>
<td><strong>$321,818</strong></td>
<td><strong>16.39</strong></td>
<td><strong>$35,594</strong></td>
<td></td>
</tr>
</tbody>
</table>

## Comparable Land Listings Considered

**Croy Creek Canyon - Hailey, ID**

<table>
<thead>
<tr>
<th>List #</th>
<th>Address</th>
<th>Asking Land Area in Acres</th>
<th>$/Acre of Land</th>
<th>Status of Listing</th>
<th>Listed Since</th>
<th>Overall Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>850 Croy Creek Rd</td>
<td>$259,000</td>
<td>26.70</td>
<td>pending sale</td>
<td>9/13/21</td>
<td>inferior</td>
</tr>
<tr>
<td>2</td>
<td>870 Croy Creek Rd</td>
<td>$259,000</td>
<td>12.86</td>
<td>pending sale</td>
<td>9/13/21</td>
<td>inferior</td>
</tr>
<tr>
<td>3</td>
<td>13 Golden Currant Dr</td>
<td>$422,000</td>
<td>5.49</td>
<td>active</td>
<td>8/4/21</td>
<td>inferior</td>
</tr>
<tr>
<td>4</td>
<td>123 Pioneer View Dr</td>
<td>$475,000</td>
<td>5.06</td>
<td>active</td>
<td>8/13/21</td>
<td>inferior</td>
</tr>
<tr>
<td>5</td>
<td>114 Lemhi Dr</td>
<td>$500,000</td>
<td>13.08</td>
<td>active</td>
<td>7/13/20</td>
<td>superior</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td></td>
<td>26.70</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Comparable Sale & Listing Map
Discussion on Land Sale & Listing Comparables

I have relied upon twenty-two (22) recent sales and five (5) current listings of vacant “ranchette” parcels of land within the Hailey, Idaho, rural market. All comparables are within the general subject neighborhood, geographically surrounding the subject site (as illustrated on the preceding map).

Sale Comparables

The range of sale prices was from $165,000 to $719,000. The average of the 22 sales was $321,818. There were 20 sales deemed inferior to the subject property and 2 deemed superior.

As discussed, the main metric is price per SFR / ADU development site. Differentiation in pricing relates to: location, size, view, irrigation (water rights), and topography.

The subject property has excellent location in terms of its close proximity to downtown Hailey, yet rural look and feel. The subject also has very good proximity to the Draper Nature Preserve. Both of these characteristics place the location of the subject parcel at or near the top of the range. In terms of size, the subject’s 22± acres is deemed to offer above average size. The subject’s view is deemed to be very good. The subject does not have any water rights. Finally, the subject’s topography is below average in terms of its flood plain and flood way areas – however, it does have three separate building envelopes upon which a SFR/ADU development are possible.

Listing Comparables

The five (5) listing comparables range from $259,000 to $500,000 – with an average of $383,000. Four of the listings are deemed inferior to the subject while one is deemed superior.

Land Value Conclusion

The twenty-two (22) sales and five (5) listings offer a good sampling of values from properties that geographically surround the subject property.

Considering the location, size, view, lack of water rights, topography, and usability of the subject site and based on current market conditions, I conclude that the subject site (before grant of the proposed Conservation Easement) has a value of approximately $375,000.

Unrestricted or Before Value

$375,000
AFTER (RESTRICTED) VALUE

I have not been provided with a copy of the proposed Conservation Easement. However, I have been supplied with a summary of the permitted uses versus prohibited uses from the Wood River Land Trust. The following is a brief summary of these:

Permitted Uses:

- Wildlife conservation & habitat restoration
- Nature education
- Trails and public access for recreation, giving WRLT an affirmative right to manage and develop trails and access improvements

Prohibited Uses:

- Residential development
- Structures other than for trail or access amenities (improvements for access, parking, maintenance, monitoring, educational restoration or recreational purposes would be permitted)

In essence, the parcel will be restricted to conservation uses related to wildlife and habitat along with trails and access improvements.

The conservation easement will effectively eliminate any residential home sites on the property. The value of agricultural ground is generally based upon two factors: the economic potential as a crop producing property, and the future development potential as residential home sites. The easement will eliminates residential use. Given that the subject is only 22.33± acres in size without irrigation water rights, the value from an agricultural income is negligible. In fact from a farming perspective, the property may have negative value based upon the inherent liabilities of property taxes and legal liability (requirement of liability insurance).

Even with the restrictions of the easement, however, an adjacent property owner may value the subject land as a scenic corridor that provides increased privacy / seclusion.

Sales of Restricted Property or Property without Development Potential

I am not aware of any sales of real property that were previously restricted (via an easement or other legal device) wherein all rights of residential development were taken.
Analysis of Premiums Paid for Larger Lots within a Given Subdivision or Area

I have also found evidence of enhancement value by analyzing sale prices of various “ranchette”, residential home sites of varying sizes within the immediate Croy Creek market. Specifically, the market for low-density residential sites appears to be willing to pay a given amount for a base home site and a premium for excess land that has no further development potential but offers extra privacy, security of a scenic corridor, or a combination of these.

The following tables illustrate my findings with regard to premiums paid for larger lots in two different areas within the subject market.

### Analysis of Lot Sales by Size in the 850 - 871 Croy Creek Rd Tax Lots

<table>
<thead>
<tr>
<th>Address</th>
<th>Lot #</th>
<th>Size in Acres</th>
<th>Sale Price</th>
<th>Sale Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>850 Croy Creek Rd</td>
<td>8124</td>
<td>26.7</td>
<td>$259,000</td>
<td>pending</td>
</tr>
<tr>
<td>870 Croy Creek Rd</td>
<td>8125</td>
<td>12.86</td>
<td>$259,000</td>
<td>pending</td>
</tr>
<tr>
<td><strong>Average of 1 &amp; 2</strong></td>
<td></td>
<td><strong>19.78</strong></td>
<td><strong>$259,000</strong></td>
<td></td>
</tr>
<tr>
<td>871 Croy Creek Rd</td>
<td>8126</td>
<td>54.41</td>
<td>$380,000</td>
<td>10/22/21</td>
</tr>
<tr>
<td><strong>Average of 3</strong></td>
<td></td>
<td><strong>54.41</strong></td>
<td><strong>$380,000</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Difference between 5 &amp; 3</strong></td>
<td></td>
<td><strong>34.63</strong></td>
<td><strong>$121,000</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Value of Difference/Acre</strong></td>
<td></td>
<td></td>
<td><strong>$3,494</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Analysis of Lot Sales by Size in the Three Creeks Crossing Subdivision

<table>
<thead>
<tr>
<th>Address</th>
<th>Lot &amp; Block</th>
<th>Size in Acres</th>
<th>Sale Price</th>
<th>Sale Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>109 Valentine Circle</td>
<td>L6, B1</td>
<td>23.64</td>
<td>$265,000</td>
<td>3/18/04</td>
</tr>
<tr>
<td>421 Croy Creek Rd</td>
<td>L4, B1</td>
<td>20.22</td>
<td>$280,000</td>
<td>7/12/04</td>
</tr>
<tr>
<td>101 Valentine Circle</td>
<td>L3, B1</td>
<td>20.76</td>
<td>$310,000</td>
<td>6/11/04</td>
</tr>
<tr>
<td><strong>Average of 1 - 3</strong></td>
<td></td>
<td><strong>21.54</strong></td>
<td><strong>$285,000</strong></td>
<td></td>
</tr>
<tr>
<td>102 Valentine Circle</td>
<td>L2, B1</td>
<td>40.00</td>
<td>$330,000</td>
<td>10/12/04</td>
</tr>
<tr>
<td>101 Mary Circle</td>
<td>L1, B1</td>
<td>40.00</td>
<td>$340,000</td>
<td>9/3/04</td>
</tr>
<tr>
<td>103 Mary Circle</td>
<td>L9, B1</td>
<td>40.00</td>
<td>$355,000</td>
<td>6/30/05</td>
</tr>
<tr>
<td>107 Mary Circle</td>
<td>L8, B1</td>
<td>40.00</td>
<td>$375,000</td>
<td>11/16/04</td>
</tr>
<tr>
<td><strong>Average of 5 - 8</strong></td>
<td></td>
<td><strong>40.00</strong></td>
<td><strong>$350,000</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Difference between 9 &amp; 4</strong></td>
<td></td>
<td><strong>18.46</strong></td>
<td><strong>$65,000</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Value of Difference/Acre</strong></td>
<td></td>
<td></td>
<td><strong>$3,521</strong></td>
<td></td>
</tr>
</tbody>
</table>
Again, the larger lots offer no additional development potential, but rather a superior view corridor or increase in privacy and seclusion.

From this analysis, it appears that the market is willing to spend around $3,500 per acre for “enhancement” land that does not offer additional residential development potential.

**Interest from Adjacent Property Owners**

The most logical buyer for the subject property following the grant of the proposed Conservation Easement is an adjacent property owner. In the case of the subject property, the predominant adjacent owner is the Wood River Land Trust. They own the property on every boundary except one. The only boundary that they do not share is the western boundary – the property immediately west of the subject parcel is the Animal Shelter of the Wood River Valley, Incorporated. This is Lot 1 of the subject subdivision. It is the home of the recently developed Wood River Animal Shelter – a large, modern animal shelter that was constructed in 2017. The facility is 26,873 square feet situated on a 20-acre site. The shelter is officially known as Mountain Humane. I have obtained a letter from Mountain Humane (included in the addendum of this appraisal) that states:

“Mountain Humane would be interested in purchasing the City’s property only for the security of our current and future uses and/or continued privacy and seclusion, and we would pay no more than $1,000 per acre for these purposes.”

I conclude that this provides evidence of a willing buyer at a price of $1,000 per acre of land area for enhancement purposes.

**Final Consideration: Ownership Liability**

A final consideration that should be discussed/considered is that ownership of the subject property after the restrictions of the Conservation Easement are granted will effectively be acceptance of liability with extremely limited benefits to offset the costs of ownership. Ownership of the land will minimally require liability insurance, payment of property taxes, and basic maintenance (noxious weed control at a minimum) that will be a financial liability. The lack of offsetting financial benefits that will be removed by the Conservation Easement restrictions will clearly be detrimental to the value of the subject property. For these reasons, I have concluded that the value estimate at the lower end of the range is more reliable / accurate and reasonable.
Conclusions to After (Restricted) Value

Based upon the market evidence available, it appears that the local market is willing to pay between $1,000 and $3,500 per acre for property that provides only "enhancement" value and does not have any development potential. As discussed above, I have concluded that the value estimate at the lower end of the range is most probable, credible and reliable/accurate because of the liability of property ownership and the lack of offsetting benefits after the restrictions of the Conservation Easement are applied. Thus, the value estimate of the subject property after the restrictions is concluded to be $25,000 or around $1,120 per acre.

Restricted or After Value

$25,000
RECONCILIATION AND CONCLUSION OF VALUE

The basic purpose and function of this appraisal report is to estimate the value of the conservation easement, which may be granted to the Wood River Land Trust. In order to estimate the conservation easement value, I first estimated an indicated market value of the fee simple interest for the subject property, which consists of a total area of 22.33 acres of vacant land with a highest and best use of a single-family residential development. I then derived a value for the subject property considering a hypothetical condition with Conservation Easement restrictions that effectively change the highest and best use to “enhancement” utility for adjacent parcels related to a scenic corridor or increased privacy/seclusion.

Before or Unrestricted - In estimating the land value for the unrestricted, fee simple scenario, I utilized the sales comparison approach. I identified several comparable sales and current listings. I concluded a value of $375,000 for the subject under this scenario.

After or Restricted - After estimating a concluded market value for the unrestricted property, I then estimated the current market value for the subject property as if restricted by the proposed Conservation Easement. This appraisal process is basically a before and after appraisal, wherein I have estimated a market value before restricting the property with a Conservation Easement, and then the land value was estimated assuming that the property had been placed under the restrictions of the Conservation Easement. The Conservation Easement will, in fact, restrict any future development potential for the subject property to wildlife conservation and habitat restoration, which would only enhance the value of an adjacent property owner for reasons of privacy or security of a scenic corridor. No residential use will be permitted upon the subject parcel after the restrictions are granted by the deed of Conservation Easement.

In estimating the land value for the restricted 22.33± acres, I considered three sources: 1) sales of restricted properties, 2) an analysis of premiums paid for “enhancement” land for sales of parcels with differing sizes but equal development rights, and 3) interest from the single adjacent property owner (in the form of an official letter) stating that they would pay “up to” a certain amount for enhancement value to their property. My estimate of the value of the restricted subject land was around $25,000, or $1,120± per acre. I was unable to find any sales of similarly restricted land, but am confident that the market data obtained clearly supports my value estimate for the subject “as if” or hypothetically restricted.

This indicated value of the restricted property represents a decrease in property value. Specifically, this decrease represents an 93.33% loss in value.
The following is a summary of my findings:

<table>
<thead>
<tr>
<th>Lot 2B - Croy Canyon Ranch Subdivision</th>
<th>Acres</th>
<th>Indication Per Acre</th>
<th>Value Indication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Value</td>
<td>22.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrestricted or Before Value</td>
<td></td>
<td>$16,794</td>
<td>$375,000</td>
</tr>
<tr>
<td>Restricted or After Value</td>
<td></td>
<td>$1,120</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>Value of the Conservation Easement</strong></td>
<td></td>
<td></td>
<td><strong>$350,000</strong></td>
</tr>
</tbody>
</table>

It is my opinion that the indicated land values as provided for within this appraisal report are accurate reflections of current market values for the subject property based upon the before and after concept in valuing the estimated current value of the Conservation Easement which may be placed upon the subject property. In conclusion, it is my opinion that the fair market value of the Conservation Easement as of the effective date of September 30, 2021 is:

**Three Hundred Fifty Thousand Dollars**

$350,000
Hi Keri,

Thanks for talking through the appraisal just now with Scott and me. We would like to go ahead with the narrative appraisal for the purchase of a conservation easement on 22.33 acres of the City of Hailey’s Lot 2, Block 1, Croy Canyon Ranch No. 1 Subdivision. You had quoted us $4,000 for this appraisal, and we understand that you are able to begin work in late October and complete the appraisal by mid-November. As Scott described, we will provide you with a letter from Mountain Humane indicating the amount per acre they would be willing to purchase the property for.

Thanks,
Keri

Keri York
Lands Program Director

Wood River Land Trust
115 E Bullion Street
Hailey ID 83333
Ph: 208-788-3947
www.WoodRiverLandTrust.org
Hi Eric,

We're working on drafting the conservation easement, but the general terms are:

---Permitted uses:
- Wildlife conservation & habitat restoration
- Nature education
- Trails and public access for recreation, giving WRLT an affirmative right to manage and develop trails and access improvements

---Prohibited uses:
- Residential development
- Structures other than trail or access facilities (improvements for access, parking, maintenance, monitoring, educational restoration or recreational purposes would be permitted)

--City reserves the right to access through the easement area to maintain the snow storage site if needed.

--We'd incorporate by reference a management plan that WRLT and the City would collectively develop and periodically update as needed.

Hopefully that's enough to get you started, let me know if you need additional information. As soon as we have the conservation easement drafted we'll send that over.

Thanks,
Amy
October 4, 2021

Eric R. Albordi, CGA
Albordi and Company, Inc.
PO Box 2779
Halley, ID 83333

Re: City of Halley property at Lot 2, Block 1, Croy Canyon Ranch No. 1 Subdivision

Dear Mr. Albordi:

Mountain Humane owns property adjacent to the City of Halley's property located at Lot 2, Block 1, Croy Canyon Ranch No. 1 Subdivision. Uses on Mountain Humane property are primarily a pet adoption facility, spay and neuter clinic, outdoor training facilities and trails, and a conference/event center. Mountain Humane would be interested in purchasing the City's property only for the security of our current and future uses and/or continued private and public use, and we would pay no more than $1,000 per acre for these purposes.

Sincerely,

Mike McCauley
Executive Director
Mountain Humane

Changing Lives by Connecting Pets and People
CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS:

The undersigned hereby certify that, except as otherwise noted in this appraisal report:

1. To the best of my knowledge and belief, the statement of facts contained within this report, and upon which the analysis, opinions, and conclusions expressed herein are based, are true and correct.

2. The reported analysis, opinions, and conclusions, are limited only by the reported Assumptions and Limiting Conditions, and are my personal unbiased professional analysis, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report.

4. My compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this report.

5. I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

7. I have made a personal inspection of the property that is the subject of this report. No other persons or appraisers have provided significant professional assistance to the person(s) signing this appraisal report.

8. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

9. This appraisal conforms to the Uniform Standards of Professional Appraisal Practice (“USPAP”) adopted by the Appraisal Standards Board of the Appraisal Foundation.

10. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of the loan.

11. I have not performed any services, as an appraiser or in any other capacity regarding the subject property within the three-year period immediately preceding acceptance of this assignment.
12. In the opinion of the appraiser, this appraisal report was prepared with the analysis, opinions, and conclusions being developed in compliance with the requirements as set forth by the Office of Thrift Supervision (OTS), the Federal Deposit Insurance Corporation (FDIC), the Uniform Standards of Professional Practice (USPAP) appraisal policies. Furthermore, to the best of the appraiser’s ability, this report was considered to be prepared in accordance with all standards and reporting requirements as set forth by all other applicable regulatory agencies of both the Federal and State governments.

I do not authorize either all or any part of the contents of this report to be disseminated to the public through advertising media, public means or communication without prior written consent and approval by the undersigned appraiser.

Date: November 4, 2021

Appraiser: 

Eric R. Alberdi,  
Certified General Appraiser  
State of Idaho #382  
Expires 09/20/2022
ASSUMPTIONS AND CONDITIONS

The Certification of the Appraiser appearing in this appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. This is a Narrative Appraisal Report, which is intended to comply with the reporting requirements set forth under the Standard Rules of the Uniform Standards of Professional Appraisal Practice. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto. Nor does the Appraiser render any opinion as to the title which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

3. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.

4. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.

5. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

6. The Appraiser assumes that there are no hidden or apparent conditions of the property subsoil, or structures which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

7. Information, estimates, and opinions furnished to the Appraiser and contained in the report, were obtained from sources considered to be reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.

8. The appraisal analysis and opinions developed, and appraisal report has been prepared in conformance with and is subject to the requirements of the Code of Professional Ethics and the Standard of Professional Practice of the Appraisal Institute.
9. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organization, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the mortgagee, or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, and state or federally approved financial institutions, any department agency or instrumentality of the United States, any state, or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent or approval of the Appraiser.

10. On all appraisals subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

12. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. We did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
Eric R. Alberdi
Certified General Appraiser
Licensed Real Estate Broker

**Personal Information**

400 Main St. South  
P.O. Box 2778  
Hailey, Idaho 83333  
Office: 208.788.8275  
Cell: 208.720.1945  
E-Mail: ere@svzkylan.net

**Professional Experience**

1996 - Present: Owner/General Appraiser - Alberdi & Company, Inc. - Hailey, Idaho - Real estate services including valuation and analysis. Appraisal experience includes valuation of commercial, industrial, residential, recreational, and complex real properties. Commercial properties have included: retail, office, industrial, mixed-use, commercial condominiums, and a variety of special-use properties including: health care facilities, mini-storage facilities, convenience store, veterinary clinics, mobile home parks, and hotel/motel lodging properties.

2000 - Present: Manager - Pine Street Station. Duties involved the physical, financial, and administrative management of an 18,000 square foot, mixed-use building in the business district of Hailey, Idaho.


1999 - 2001: Manager - Main Street Plaza Condominium Association. Duties involved physical, financial, and administrative management of a 9,000 square foot retail/office condominium complex.


**Education**

Boise State University - B.S.
Radiologic Science and Business Management

**Professional Associations**

State of Idaho Certified General Appraiser - #CGA-352
State of Idaho Licensed Real Estate Broker - DR00026259
Member of the Sun Valley Board of Realtors

**Merit Achievements**

Idaho Business Review - Top 40 Business Leader Under 40
James Mack, MD Memorial Radiology Scholarship
Boise State University Dean’s Scholarship
Gladys E. Langroise Business Scholarship

**Partial Client List**

City of Sun Valley, Idaho  
State of Idaho  
Nature Conservancy  
Bank of America  
US Bancorp  
DL Evans Bank  
First Federal Savings Bank  
Wells Fargo Bank  
Wood River Land Trust  
Taylor Hotel Group  
Zions Bank

**Courses, Seminars, & Exams**

National USPAP Update Course - August 2016
Appraisal of Self Storage Facilities - August 2014
Appraisal of Assisted Living Facilities - August 2014
REO & Foreclosures - August 2013
Residential Appraisal Review - August 2013
Land & Site Valuation - July 2013
Deriving & Supporting Adjustments - July 2011
Uniform Standards of Professional Appraisal Practice - February 2010
Evaluating Commercial Construction - July 2009
Evaluating Residential Construction - July 2009
Attacking & Defending an Appraisal in Litigation - June 2008
Advanced Sales/Cost Approaches - September 2007
Small Hotel/Motel Valuation - September 2006
Real Estate Law - March 2002
Real Estate Brokerage Management - Feb. 2002
Report Writing & Valuation Analysis - May 2000
Highest & Best Use and Market Analysis - May 2000
Advanced Income Capitalization - April 2000

**Other Interests**

Owner - Alberdi Construction - Commercial and Residential Builder  
Owner - Water’s Edge Tree Co. - Tree Grower

Lot 2B – Croy Canyon Ranch Sub. No. 1 – Conservation Easement Appraisal  
Addendum
Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for licensure and is entitled
under the laws and rules of the State of Idaho to operate as a(n)
CERTIFIED GENERAL APPRAISER
ERIC R ALBERDI
P O BOX 2778
HAILEY ID 83333
Russell S. Barron
Division Admin
CGA-382
Number
09/20/2022
Expires
August 18, 2021

SENT BY EMAIL TO cpslaw@gmail.com

City of Hailey
c/o Christopher Simms, City Attorney

Re: Letter of Intent for Wood River Land Trust Company to Purchase Property from the City of Hailey

Dear Chris,

This letter of intent is entered into for the purposes of stating the intent of all parties regarding a sale of an interest in real property by the City of Hailey ("Hailey") to the Wood River Land Trust Company ("WRLT"), an Idaho nonprofit corporation and Internal Revenue Code section 501(c)(3) ("501c3") public charity. The Property is approximately 22 acres located at 89 Croy Creek Road, in Blaine County, Idaho, and is the westernmost portion (the "Property") of Hailey’s entire Lot 2, Croy Canyon Ranch Subdivision No. 1 ("Lot 2"). The Property excludes Hailey’s portion of Lot 2 used for snow storage. WRLT owns surrounding property known as the ‘Simons/Bauer Preserve.’

Specifically, WRLT proposes to purchase a perpetual conservation easement from Hailey over the Property to protect the conservation values for public benefit consistent with WRLT’s mission. As a result, Hailey would still own the fee simple title to the Property. As a precondition, Hailey would be required to follow the process required by Idaho Code; Hailey would need to approve the form of the conservation easement to be held by WRLT as the grantee; WRLT would need to survey the conservation easement boundaries to determine a legal description for the easement; perform its due diligence; obtain an appraisal to determine the fair market value of the easement over the Property. Per the recent appraisal of the property by Alberdi & Company, Inc., the fair market value of the fee simple title of the Property is $375,000, as of July 7, 2021. WRLT proposes a purchase price for the conservation easement on the Property at not less than 95% of the recently appraised fair market value of the fee simple interest, or $356,250, conditioned upon an appraisal of the conservation easement. The 5% reduction in value is due to the conservation easement taking most of the value out of the Property, but Hailey will still own it. Since WRLT is a public charity, the price is ultimately subject to conservation easement appraisal and approval of price by Hailey council and WRLT Board of Directors.
City of Hailey  
c/o Christopher Simms, City Attorney  
August 18, 2021  
Page 2 of 3

WRLT’s proposed uses for the Property under the conservation easement would be to build a trail system on the Property and connect that to WRLT’s existing river corridor trail system, through the Draper Preserve to Colorado Gulch. The conservation easement would further limit Property uses to the trail system, wildlife conservation and nature education. Residential development and improvements would be prohibited. Improvements for access, parking, maintenance, monitoring, educational, restoration or recreational purposes would be permitted. Hailey would be permitted to maintain access for maintenance purposes to its snow storage east of the Property. The conservation easement would reference and incorporate a separate management plan developed and periodically updated between Hailey and WRLT for management and improvement needs for the Property.

Hailey will provide WRLT all title information, environmental records, and other due diligence information that it obtained when acquiring the Property. Closing would occur as soon as commercially reasonable after Hailey has completed its process under Idaho law and the above preconditions are satisfied. Hailey would pay all the expenses necessary to follow its requirements under Idaho law. Hailey and WRLT would each pay half of the charges for Blaine County Title to be the closing agent, and Hailey would pay the premium for a standard policy of title insurance naming WRLT as the insured for the purchase price.

Neither party has a real estate broker or agent involved in this matter nor is either party planning on contracting with a real estate broker or agent. Either party will provide the other with an indemnification in that regard. As a result, there will be no commissions paid to a real estate broker or agent from either side of the closing of any agreement.

Everyone signing this letter on behalf of the City of Hailey and WRLT, respectively, represents and warrants that he or she has the authority to sign and bind their respective entities, subject to City of Hailey Council and WRLT board of director approval. This letter of intent, while not an agreement or even a bona fide offer, is entered into in good faith subject to the preparation and mutual execution of a binding agreement or agreements. The legal rights and obligations between the parties signing this letter of intent will come into existence only upon execution of an Agreement. It is to be interpreted according to Idaho law. If you agree to the terms and conditions of the letter, please sign below and return a copy to me.

Sincerely,

[Signature]

John A. Seiller

READ, APPROVED AND AGREED    August 18, 2021

WOOD RIVER LAND TRUST COMPANY, an Idaho nonprofit corporation

By:  
Scott Brettger, Executive Director

--100--
City of Hailey
c/o Christopher Simms, City Attorney
August 18, 2021
Page 3 of 3

READ, APPROVED AND AGREED August 23, 2021.

CITY OF HAILEY, an Idaho municipal corporation

By: ______________________________
    Martha Burke, Mayor

ATTEST September 10, 2021

By: ______________________________
    Heather Dawson, City Administrator
    Mary Cane, City Clerk
**American Land Title Association**  
**ALTA Settlement Statement - Combined**  
Adopted 05-01-2015

---

**File Number:** 2124254  
**Print Date & Time:** 10/5/2022 1:02 PM  
**Escrow Officer:** Daryl Fauth  
**Settlement Location:** 360 Sun Valley Road, PO Box 3176, Ketchum, ID 83340

---

**Property Address:** 89 Croy Creek Rd Hailey, Idaho 83333  
Lot 2, CROY CANYON RANCH SUB 1, Blaine County, Idaho  
RP001220000020

**Buyer:** Wood River Land Trust Company - 119 E. Bullion St., Hailey, ID 83333  
**Seller:** City of Hailey, a municipal corporation - PO Box 1861, Hailey, ID 83333

**Settlement Date:** 10/12/2022  
**Disbursement Date:** 10/12/2022  
**Addition dates per state requirements:** 10/12/2022

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SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Blaine County Title to cause the funds to be disbursed in accordance with this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this Settlement Statement pertaining to “Comparison of Loan Estimate, Closing Disclosure and Settlement Statement Charges” and “Loan Terms”, and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Buyer(s):

WOOD RIVER LAND TRUST COMPANY

______________________________
Roland Wolfram
Chair

Date

Seller(s):

CITY OF HAILEY, A MUNICIPAL CORPORATION

______________________________
Martha Burke
Mayor

Date

______________________________
Daryl Fauth
Escrow Officer
President, Blaine County Title, Inc.

Date
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/11/2022  DEPARTMENT: Legal  DEPT. HEAD SIGNATURE: CPS

SUBJECT: Motion to approve Resolution 2022 _____ - authorizing the Mayor’s signature on a Grant of Easement, by and between the Blaine County School District No. 61, and the City of Hailey pertaining to the Toe of the Hill Trail – a trail constructed, and opened for perpetual public use and traverse, a non-motorized pathway, open and accessible to all members of the public, located on Lot 1A, Block 3, Wood River High School Campus Subdivision (1250 Fox Acres Road).

AUTHORITY: x ID Code 50-301 ☐ IAR ______ ☐ City Ordinance/Code HMC

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The City of Hailey wishes to receive an easement over, and across the parcel, as depicted in Exhibit B, and attached hereto, for purposes of construction, use and maintenance of said non-motorized pathway, over and across which all are invited to use for non-motorized public access. This parcel is located on Lot A, Block 3, Wood River High School Campus Subdivision (1250 Fox Acres Road).

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #___________________________ YTD Line-Item Balance $
Estimated Hours Spent to Date: ________________ Estimated Completion Date: _______________
Staff Contact: ______________________________ Phone # ______________________________
Comments: ------

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve Resolution 2022 _____ - authorizing the Mayor’s signature on a Grant of Easement, by and between the Blaine County School District No. 61, and the City of Hailey pertaining to the Toe of the Hill Trail – a trail constructed, and opened for perpetual public use and traverse, a non-motorized pathway, open and accessible to all members of the public, located on Lot 1A, Block 3, Wood River High School Campus Subdivision (1250 Fox Acres Road).

FOLLOW-UP REMARKS:
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE MAYOR TO EXECUTE A GRANT OF EASEMENT OVER A PORTION OF LOT 1A, BLOCK 3, WOOD RIVER HIGH SCHOOL CAMPUS PUD SUBDIVISION, AND TO CONSTRUCT A NON-MOTORIZED PATHWAY TO BE USED BY MEMBERS OF THE PUBLIC, TO BE CALLED TOE OF THE HILL TRAIL.

WHEREAS, the Hailey City Council, County of Blaine, and Blaine County School District (BCSD) have agreed to allow a non-motorized path to be constructed on BCSD land as depicted on exhibits for use by members of the public, under terms specified therein, and

WHEREAS, the City of Hailey and the BCSD agree to the terms of the Grant of Easement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY AUTHORIZING THE MAYOR TO EXECUTE A GRANT OF EASEMENT OVER A PORTION OF LOT 1A, BLOCK 3, WOOD RIVER HIGH SCHOOL CAMPUS PUD SUBDIVISION, AND TO CONSTRUCT A NON-MOTORIZED PATHWAY TO BE USED BY MEMBERS OF THE PUBLIC, TO BE CALLED TOE OF THE HILL TRAIL.

Passed this 11th day of October, 2022.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

_______________________________
Mary Cone, City Clerk
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Hailey
Mary Cone, City Clerk
115 Main Street, Suite H
Hailey, ID 83333

(space above line for Recorder's use)

GRANT OF EASEMENT

THIS EASEMENT grant is made by and between the Blaine County School District No. 61, a political subdivision of the State of Idaho, whose address is 118 W. Bullion, Hailey, Idaho 83333, ("Grantor") the owner of that real property commonly known as Wood River High School Campus, 1250 Fox Acres Road, Hailey Idaho, (more particularly described hereinbelow), and CITY OF HAILEY, a municipal corporation, of 115 Main Street South, Suite H, Hailey, Idaho 83333 ("Grantee").

RECITALS

A. The Grantor is the owner of a tract of land more particularly described as follows:

Lot 1A, Block 3, Wood River High School Campus PUD Subdivision, according to the official plat thereof, recorded as Instrument Number __________, records of Blaine County Idaho,

And commonly known as Wood River High School Campus, 1250 Fox Acres Road, Hailey, Idaho.

(hereinafter referred to as "Servient Estate").

B. The Grantee is a municipal corporation and a political subdivision of the State of Idaho.

C. Grantee and grantor wish to have constructed, and opened for perpetual public use and traverse, a non-motorized pathway, open and accessible to all members of the public, to be known as Toe of the Hill Trail, over and across which all are invited to use for non-motorized access.

D. Grantor wishes to grant and the Grantee wishes to receive, an easement over, and across that part of the Servient Estate described on attached Exhibit "A" ("Easement Premises") and as depicted on attached Exhibit "B," for purposes of construction, use and maintenance of said non-motorized pathway, over and across which all are invited to use for non-motorized access.

EASEMENT/1
AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** The Grantor hereby grants to the Grantee, to hold for the use of the general public, a perpetual easement over and across a five (5') foot wide strip of land, the “Easement Premises”, as fully depicted and described in Exhibits A and B attached hereto, and made a part hereof, located on the Servient Estate for the uses and purposes set forth herein.

2. **Uses and Purposes.** Grantee is granted an easement for the purposes of (i) causing to be constructed a pathway suitable for non-motorized access and use of the general public, wherein all are invited to move over and across, and (ii) maintaining, repairing said public pathway on the Easement Premises. Upon said grant, grantees alone shall have sole responsibility and liability for all maintenance of said easement premises, relieving grantor of same.

3. **Run with the Land.** All provisions of this Agreement shall run the Servient Estate, and shall benefit the public in perpetuity, and bind the heirs, successors and assigns of the parties hereto.

   a. **Reversion.** In the event Grantor deems it necessary, for any reason, or no reason at all, that public use of the easement herein described and granted no longer serves its interest, then upon demand, at the sole discretion of grantor, the interest in real property that is the easement herein granted shall revert in whole to grantor, and public access shall cease.

4. **Warranty.** Grantor warrants that the Grantor has the title to the Servient Estate subject only to the encumbrances and covenants, conditions and restrictions of record.

5. **Hold Harmless and Indemnification.** The Grantee hereby indemnifies, defends and holds Grantor harmless from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs and expenses, and any and all damages to persons or property, connected with the construction, maintenance, repair, reconstruction and use of the easement premises.

6. **Miscellaneous Provisions.**

   a. **Benefits and Burdens; Successors and Assigns.** All provisions of this instrument, including the benefits and burdens, run with the land covered hereby and are binding upon and inure to the benefit of the heirs, assigns, successors and personal representatives of the Grantor and Grantee.

   b. **Attorney’s Fees.** In the event that any party hereto has to retain counsel
for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Easement, the non-prevailing party shall pay to the prevailing party the latter’s reasonable attorney’s fees and costs, whether or not litigation is actually instituted, and including attorney’s fees and costs incurred in any arbitration, administrative, bankruptcy or judicial proceedings and appeals therefrom.

c. Recordation of Instrument. The parties agree that this Easement shall be duly recorded, and that the Grantee shall pay the cost of recording.

d. Construction. The rule of strict construction does not apply to this grant. A reasonable construction shall be given this grant so that the intention of the parties to confer a useable right of enjoyment on the Grantee is carried out.

e. Severability. Every provision of this Easement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Easement.

f. Entire Agreement. This Easement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

g. Governing Law. This Easement shall be construed in accordance with the laws of the State of Idaho.

h. No Presumption. No presumption shall exist in favor of or against any party to this Easement as the result of the drafting and preparation of the document.

i. Authority. Each signatory agrees that he or she has full authority and consent to sign this Easement.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____
day of ________________, 2022.

“GRANTEE”
CITY OF HAILEY

By________________________________________
Martha Burke, Mayor

“GRANTOR”
Blaine County School District, No. 61

By________________________________________
R. Keith Roark, Chairman

ATTEST:

________________________________________
Mary Cone, City Clerk
STATE OF IDAHO    
    )
    ) ss.
County of Blaine    

On this _____ day of June, 2022, before me, a Notary Public in and for said State, personally appeared, MARTHA BURKE, known or identified to me to be the Mayor of the City of Hailey, and the Mayor who subscribed said City name to the foregoing instrument, and acknowledged to me that he executed the same.

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

KENNA STOOPS
COMM. #20213776
NOTARY PUBLIC
STATE OF IDAHO

[Signature]
Notary Public for Idaho
Residing at: Hailey, ID
My commission expires: 8/11/2027

STATE OF IDAHO    
    )
    ) ss.
County of Blaine    

On this _____ day of June 2022, before me, a Notary Public in and for said State, personally appeared ____________________, known to me to be the person who executed the within and foregoing document and acknowledged to me that he executed the same.

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

[Signature]
Notary Public for Idaho
Residing at:____________________
My commission expires:__________

EASEMENT/5

--111--
Legal Description for the Toe of the Hill Trail within Tax Lot 8035 & Lot 1A, Block 3, 
Wood River High School Campus PUD Subdivision

Section 10, Township 2 North, Range 18 East
Boise Meridian, Blaine County, Idaho

A legal description for a 5.00 foot wide strip of land, situated within Lot 1A, Block 3, Wood 
River High School Campus PUD Subdivision, being two and one half feet (2.5’) left and two and 
one half feet (2.5’) right of the following centerline, being more particularly described as 
follows:

Commencing at a 5/8” Rebar by LS13764, marking the southwest corner of Parcel B, Quigley 
Farm Large Block Plat, from which a 5/8” Rebar by LS13764, marking the southeast corner of 
Parcel B, Quigley Farm Large Block Plat, lies S54°19’21”E, 50.05 feet distant; thence 
proceeding N54°19’21”W, 10.00 feet, to a point that lies on the northern property line of Tax Lot 
8035, and said point being the TRUE POINT OF BEGINNING:

Thence 15.71 feet, along a curve to the left, with a radius of 10.00 feet, a delta of 90°00’00”, a 
tangent length of 10.00 feet, and a chord length of 14.14 feet that bears S09°19’21”E, to a point;

Thence S54°19’21”E, 46.65 feet, to a point;

Thence 87.00 feet, along a curve to the right, with a radius of 100.00 feet, a delta of 49°50’51”, a 
tangent length of 46.47 feet, and a chord length of 84.28 feet that bears S29°23’55”E, to a point;

Thence 68.76 feet, along a curve to the right, with a radius of 108.89 feet, a delta of 36°10’43”, a 
tangent length of 35.57 feet, and a chord length of 67.62 feet that bears S13°36’51”W, to a point;

Thence 17.35 feet, along a curve to the left, with a radius of 100.00 feet, a delta of 9°56’34”, a 
tangent length of 8.70 feet, and a chord length of 17.33 feet that bears S26°43’56”W, to a point;

Thence 163.56 feet, along a curve to the left, with a radius of 802.00 feet, a delta of 11°41’07”, a 
tangent length of 82.07 feet, and a chord length of 163.28 feet that bears S15°55’05”W, to a point;

Thence 48.68 feet, along a curve to the left, with a radius of 300.00 feet, a delta of 9°17’48”, a 
tangent length of 24.39 feet, and a chord length of 48.62 feet that bears S05°25’38”W, to a point;

Thence 150.08 feet, along a curve to the right, with a radius of 239.00 feet, a delta of 35°58’41”, a 
tangent length of 77.60 feet, and a chord length of 147.62 feet that bears S18°46’04”W, to a point;

Thence S36°45’24”W, 46.40 feet, to a point;

Thence 34.31 feet, along a curve to the right, with a radius of 200.00 feet, a delta of 9°49’40”, a
tangent length of 17.19 feet, and a chord length of 34.26 feet that bears S41°40′14″W, to a point;

Thence 137.33 feet, along a curve to the left, with a radius of 221.12 feet, a delta of 35°35′02″, a tangent length of 70.96 feet, and a chord length of 135.13 feet that bears S28°47′33″W, to a point;

Thence 96.50 feet, along a curve to the left, with a radius of 200.00 feet, a delta of 27°38′47″, a tangent length of 49.21 feet, and a chord length of 95.57 feet that bears S02°49′21″E, to a point;

Thence 295.77 feet, along a curve to the left, with a radius of 683.93 feet, a delta of 24°46′42″, a tangent length of 150.24 feet, and a chord length of 293.47 feet that bears S29°02′06″E, to a point;

Thence 81.83 feet, along a curve to the right, with a radius of 100.00 feet, a delta of 46°53′09″, a tangent length of 43.36 feet, and a chord length of 79.57 feet that bears S17°58′52″E, to a point;

Thence 168.91 feet, along a curve to the left, with a radius of 499.50 feet, a delta of 19°22′30″, a tangent length of 85.27 feet, and a chord length of 168.11 feet that bears S04°13′33″E, to a point;

Thence 89.75 feet, along a curve to the right, with a radius of 953.95 feet, a delta of 5°23′27″, a tangent length of 44.91 feet, and a chord length of 89.72 feet that bears S11°13′04″E, to a point;

Thence 217.83 feet, along a curve to the left, with a radius of 352.00 feet, a delta of 35°27′22″, a tangent length of 112.53 feet, and a chord length of 214.37 feet that bears S26°15′02″E, to a point;

Thence S29°35′24″E, 105.52 feet, to a point;

Thence S12°02′50″E, 81.89 feet, more or less, to a point along the centerline of the trail easement per the plat of Wood River High School Campus PUD Subdivision, Instrument Number 574217, records of Blaine County, Idaho, being the TRUE POINT OF ENDING.
AN EXHIBIT MAP SHOWING
THE TOE OF THE HILL TRAIL WITHIN TAX LOT 8035 & LOT 1A,
BLOCK 3, WOOD RIVER HIGH SCHOOL CAMPUS PUD SUBDIVISION
WITHIN SECTION 10, T2N, R18E, BM, CITY OF HAILEY, BLAINE COUNTY, IDAHO
PREPARED FOR THE CITY OF HAILEY

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 788-1785
e-mail: galena@galena-engineering.com

---114---
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/11/2022  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: RD

SUBJECT: Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Preliminary Plat Application by Kilgore Properties, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase II of Block 2 approximately 3.70 acres in size, is subdivided into eight (8) sublots, consisting of eighty (80) condominium units, and Parcel A, approximately 5,982 square feet in size, to host a tot lot and other amenities. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

AUTHORITY: □ ID Code ____________  □ IAR ____________  □ City Ordinance/Code Title 16
(IF APPLICABLE)

BACKGROUND: The Hailey City Council approved the Preliminary Plat Application by Kilgore Properties, LLC, represented by Matt Watson, where Phase II of Block 2 is subdivided into eight (8) sublots, consisting of eighty (80) condominium units and Parcel A to include a children’s playground. In total, Phase II will add 80 residences to the Sweetwater P.U.D. Subdivision. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

Phase II for the Sweetwater P.U.D. Subdivision is situated directly north of Phase I, on Shenandoah Drive. The proposed condominium buildings, playground, private drives, and sidewalks in Phase II resemble and connect to the approved development in Phase I. All driveways are oriented toward the internal private drives (Pullman Way, Depot Way, and Hopper Way); all onsite parking is located below grade or within the proposed structures. The north end of the proposed design includes a twenty (20') foot wide aisle for emergency vehicle access, as well as bicycle and pedestrian access to the Wood River Trail. The applicant incorporated sidewalks and bul- out features along Shenandoah Drive to support an efficient and safe flow of traffic in and out of the subdivision. A nearly seventy-thousand (exactly 69,696) square foot park exists in the subdivision and meets the park requirements specified in the Hailey Municipal Code.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Caselle #__________________
Budget Line Item #____________  YTD Line-Item Balance $__________________
Estimated Hours Spent to Date: Estimated Completion Date:
Staff Contact: Robyn Davis Phone # 788-9815 #2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
___ City Attorney  ___City Administrator  _X_ Engineer  ___Building
___ Library  _X_ Planning  _X_ Fire Dept.
___ Safety Committee  _X_ P & Z Commission  ___ Police
_X_ Streets  _X_ Public Works, Parks  ___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve the Findings of Fact, Conclusion of Law and Decisions for the Preliminary Plat Application by Kilgore Properties, LLC, represented by Matt Watson, wherein Phase II of Block 2 approximately 3.70 acres in size, is subdivided into eight (8) sublots, consisting of eighty (80) condominium units, and Parcel A, approximately 5,982 square feet in size, to host a tot lot and other amenities. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

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

ACTION OF THE CITY COUNCIL: --116--
Motion Language:
Approval: Motion to approve the Findings of Fact, Conclusion of Law and Decision for the Preliminary Plat Application by Kilgore Properties, LLC, represented by Matt Watson, wherein Phase II of Block 2 approximately 3.70 acres in size, is subdivided into eight (8) sublots, consisting of eighty (80) condominium units, and Parcel A, approximately 5,982 square feet in size, to host a tot lot and other amenities. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District., finding that the application meets all City Standards, and that Conditions (a) through (i) are met.

Denial: Motion to deny the Findings of Fact, Conclusion of Law and Decisions for the vote to approve of Phase II of the Preliminary Plat Application by Kilgore Properties, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision, finding that ________________ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the vote on the Findings of Fact, Conclusion of Law and Decisions to ________________ [the Commission should specify a date].

Date ______________________________
City Clerk ______________________________

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

On September 26, 2022, the Hailey City Council considered and approved a Preliminary Plat Application by Kilgore Properties, LLC, represented by Matt Watson, where Phase II of Block 2, approximately 3.70 acres in size, is subdivided into eight (8) sublots, consisting of eighty (80) condominium units, and Parcel A, approximately 5,982 square feet in size, to host a tot lot and other amenities. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

This property is subject to a Planned Unit Development (PUD) Agreement, dated August 14, 2006; Amendments to the PUD Agreement, dated December 12, 2009, December 20, 2010, and November 6, 2012; and conditions of the Design Review for the project (Phase I through IV), approved on December 16, 2019.

The Hailey City Council enters these Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice:
Notice for the City Council Preliminary Plat public hearing was published in the Idaho Mountain Express and mailed to property owners on August 24, 2022.

Background:
Consideration of a Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, where Phase II of Block 2 is subdivided into eight (8) sublots, consisting of eighty (80) condominium units and Parcel A to include a children’s playground. In total, Phase II will add 80 residences to the Sweet Water P.U.D. Subdivision. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

Phase II for the Sweetwater P.U.D. Subdivision is situated directly north of Phase I, on Shenandoah Drive. The proposed condominium buildings, playground, private drives, and sidewalks in Phase II resemble and connect to the approved development in Phase I. All driveways are oriented toward the internal private drives (Pullman Way, Depot Way, and Hopper Way); all onsite parking is located below grade or within the proposed structures. The north end of the proposed design includes a twenty (20') foot wide aisle for emergency vehicle access, as well as bicycle and pedestrian access to the Wood River Trail. The applicant incorporated sidewalks and bulb-out features along Shenandoah Drive to support an efficient and safe flow of traffic in and out of the subdivision. A nearly seventy-thousand (exactly 69,696) square foot park exists in the subdivision and meets the park requirements specified in the Hailey Municipal Code.

At the September 26, 2022 public hearing, the Hailey City Council discussed the total number of community housing, or deed or rent-restricted units, and suggested that the Applicant Team consider adding additional community housing units within future phases. Staff reiterated that the Sweetwater Development is subject to an existing Planned Unit Development (PUD) Agreement, wherein the Applicant Team deeded vacant land on River Street, which has been developed as community housing units for seniors of Hailey and the greater Wood River Valley. While no community housing units are proposed within the phase or subsequent phases as this time, the Applicant Team will consider the
Council’s suggestions. The Council further suggested that that a rate structure be developed in subsequent phases by the Applicant Team that is reflective of Hailey’s diverse citizenry. The Applicant Team will further analyze and bring forth for review during the development of a future phase.

Procedural History:
The Preliminary Plat Application was submitted on April 18, 2022 and certified complete on May 10, 2022. A public hearing before the Planning and Zoning Commission occurred on July 18, 2022, virtually via Go-To-Meeting and in-person in the Council Chambers at Hailey City Hall, at which time the Preliminary Plat was considered and approved. Then, a public hearing before the City Council occurred on September 26, 2022, virtually via Go-To-Meeting and in-person in the Council Chambers at Hailey City Hall, at which time the Preliminary Plat was again considered and approved.

This property is subject to a P.U.D. Development Agreement dated August 14, 2006 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review for the project (Phase I through IV) was approved December 16, 2019.

Standards of Evaluation for a Subdivision

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>City Code</td>
</tr>
<tr>
<td>No</td>
<td>17.06.050 Complete Application</td>
</tr>
<tr>
<td>N/A</td>
<td>Department Comments</td>
</tr>
</tbody>
</table>

Life/Safety: The applicant shall maintain the emergency vehicle access to the north end of Hopper Way and Depot Way, without bollards in the road or alley way.

Water and Sewer: No comments.

Building: No comments.

Streets: No comments

Landscaping/Parks: No comments.

Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.

Please refer to the specific standards as noted herein.

The City Council found that the proposal met this standard.

16.04.020: Streets:

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>City Code</td>
</tr>
<tr>
<td>No</td>
<td>16.04.020 Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.</td>
</tr>
<tr>
<td>N/A</td>
<td>A. Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.</td>
</tr>
</tbody>
</table>
Staff Comments

| Block 2 Phase II, Sweetwater P.U.D. Townhouses
| Preliminary Plat: Kilgore Properties, LLC
| Hailey City Council
| Findings of Fact – October 11, 2022

The subject parcel is in Block 2 of the Limited Business zone—along Shenandoah Drive, north of Countryside Boulevard and Phase I of the project.

During Phase I, three (3) private drives were created to provide connectivity between the units and Shenandoah Drive. In Phase II, the applicant proposes to extend and complete Hopper Way, an internal private drive that was initiated in Phase I; and, construct two (2) new private drives, Pullman Way and Depot Way. All private drives abide by City Standards for alleys, see Section 16.04.020F. The applicant also proposes to construct a twenty foot (20’) wide aisle for emergency vehicle, pedestrian, and bicycle access to Shenandoah Drive and the Wood River Trail on the northern border of the subdivision.

Between Phase I and II of the project, the six (6) new private drives will service the one-hundred and thirty-seven (137) units on Block 2. All street alignments are adequate to safely accommodate existing and anticipated vehicular traffic.

The City Council found that the proposal met this standard.

| ☐ | ☐ | ☒ | B. Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.

Staff Comments

No cul-de-sacs or dead-end streets are proposed. The private drives Depot Way and Hopper Way border the trail and emergency vehicle access aisle, which provides pedestrian and bicycle access to the Wood River Trail and public street Shenandoah Drive. This aisle also provides vehicular access for emergency vehicles and appears to be compliant with the IFC.

The City Council found that the proposal met this standard.

| ☒ | ☐ | ☐ | C. Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.

Staff Comments

Two (2) private drives from Phase I of the project (Hayloft Way and Heartland Way) provide vehicular access to the private drives and units in Phase II. Vehicle congestion, terrain and other factors that could limit access are not anticipated.

The City Council found that the proposal met this standard.

| ☒ | ☐ | ☐ | D. Design: Streets shall be laid out so as to intersect at nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanders, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.

Staff Comments

The extension and completion of Hopper Way (from Phase I) is proposed in Phase II to serve six (6) of the condominium buildings. Pullman Way and Depot Way branch off Hopper Way to serve the remaining two (2) condominium buildings. Pullman Way and Hopper Way meet at a 90-degree angle and three-way intersection, from
which Pullman Way connects to Depot Way. Both Depot Way and Hopper Way dead-end where they meet the private drive for trail and emergency vehicle access.

The City Council found that the proposal met this standard.

<p>| ☒ | ☐ | ☐ | E. | Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. |
| Staff Comments | N/A, as no public streets or traffic calming measures are proposed. |
| ☒ | ☐ | ☐ | F. | Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street. |
| Staff Comments | The proposed private drives—Pullman Way, Depot Way, and Hopper Way—are designed to be twenty-six (26') feet-wide and therefore meet the minimum width of an alley. |
| ☒ | ☐ | ☐ | G. | Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction. |
| Staff Comments | Pullman Way, Depot Way, and Hopper Way are proposed as private drives and meet the minimum width for an alley. Shenandoah Drive and Countryside Boulevard are existing. All travel surfaces and widths meet City Standards. |
| ☒ | ☐ | ☐ | H. | Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope. |
| Staff Comments | The site is generally flat. Road grades appear to be at least two (2%) percent or greater, but not more than six (6%) percent. |
| ☒ | ☐ | ☐ | I. | Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA’s “NPDES General Permit for Storm water Discharge from Construction Activity” for all construction activity affecting more than one acre. |
| Staff Comments | The City Engineer will review all proposed storm sewers, drywells and other drainage facilities. Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval. |</p>
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</table>
| J. | Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.  
**Staff Comments** | The plat includes signage for wayfinding, parking, and trail and emergency vehicle access. Any new signage shall be installed per City Standards and procedures—a final review and approval will be conducted prior to issuance of a Building Permit.  
The City Council found that the proposal met this standard. |
| ☒ | ☐ | ☐ |
| K. | Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.  
**Staff Comments** | This plat includes the existing public local street, Shenandoah Drive. The names of the new private drives in Phase II, Pullman Way and Depot Way, are unique to Blaine County, and have been approved by the city and the Assessor’s Office. The third private drive in Phase II, Hopper Way, already exists.  
The City Council found that the proposal met this standard. |
| ☒ | ☐ | ☐ |
| L. | Private Streets:  
L. 1. Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner’s association.  
**Staff Comments** | N/A – Pullman Way, Depot Way, and Hopper Way are private drives that will be maintained by the homeowner’s association. The private drives meet the minimum total width of an alley (26’-wide) and shall be constructed to meet City Standards.  
The City Council found that the proposal met this standard. |
| ☒ | ☐ | ☐ |
| L. 2. Private streets, wherever possible, shall provide interconnection with other public streets and private streets.  
**Staff Comments** | The private drives in Phase II of the subdivision—Pullman Way, Depot Way, and Hopper Way—connect to the public local street Shenandoah Drive via the private drives from Phase I, Heartland Way and Hayloft Way.  
The City Council found that the proposal met this standard. |
| ☒ | ☐ | ☐ |
| L. 3. The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.  
**Staff Comments** | The private drives—Pullman Way, Depot Way, and Hopper Way—have been platted as private drives. A standard plat note #12 states, “Private drives cannot be built upon.”  
The City Council found that the proposal met this standard. |
| ☒ | ☐ | ☐ |
| L. 4. Private street names shall not end with the word “Road”, “Boulevard”, “Avenue”, “Drive” or “Street”. Private streets serving five (5) or fewer dwelling units shall not be named. |
### Preliminary Plat: Kilgore Properties, LLC
### Block 2 Phase II, Sweetwater P.U.D. Townhouses
### Hailey City Council
### Findings of Fact – October 11, 2022

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>This standard has been met. The private drives proposed are named Pullman Way, Depot Way, and Hopper Way. The City Council found that the proposal met this standard.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ ☐ ☐ ☐ L. 5.</td>
<td>Private streets shall have adequate and unencumbered 10-foot-wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumbered, required on-site snow storage areas.  The City Council found that the proposal met this standard.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>Private drives Pullman Way, Depot Way, and Hopper Way are proposed in Phase II. The site plan for Phase II proposes 57,003 square feet of parking, hardscape, and pedestrian circulation. 25% of 57,003 square feet is 14,251 square feet. The applicant satisfies and surpasses the requirement by proposing 42.5% or 24,212 square feet for snow storage.  The City Council found that the proposal met this standard.</td>
</tr>
<tr>
<td>☒ ☐ ☐ ☐ L. 6.</td>
<td>Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10’x20’) if angle parking, or ten feet by twenty-four feet (10’x24’) if parallel.  Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.  The City Council found that the proposal met this standard.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>As agreed upon in the original PUD Agreement dated August 14, 2006, below grade parking and/or parking stalls at basement levels are required. Over 70% of all parking stalls are located within the structure (one and two-car garages) and all driveways are oriented toward internal private drives, so as not to negatively affect the quality of the pedestrian environment.  Due to the nature of all proposed onsite parking being below-grade and/or stalls at basement level, the excess parking complies with the standards set forth herein, and in the provisions outlined in the original PUD Agreement dated August 14, 2006.  See Section 16.08.030 for an exact breakdown of the 296 parking spaces provided by the applicant on Block 2 of the subdivision.  The City Council found that the proposal met this standard.</td>
</tr>
<tr>
<td>M. Driveways:</td>
<td></td>
</tr>
<tr>
<td>☒ ☐ ☐ ☐ M. 1.</td>
<td>Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The proposed condominium units can be accessed via the public street Shenandoah Drive, then the private drives in Phase I and Phase II. All driveways are oriented toward the private drives and all onsite parking is located below grade or within the proposed structures.</td>
</tr>
<tr>
<td>M. 2.</td>
<td>The City Council found that the proposal met this standard.</td>
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<tr>
<td></td>
<td>a) Accessing one residential unit: twelve feet (12’).</td>
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<td></td>
<td>b) Accessing two residential units: sixteen feet (16’).</td>
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<td>No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.</td>
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<td></td>
<td>Staff Comments: Driveways will be constructed of an all-weather surface. Each driveway constructed in Phase II will access ten (10) residential units and is approximately 110’ in length.</td>
</tr>
<tr>
<td>M. 3.</td>
<td>The City Council found that the proposal met this standard.</td>
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<td>Staff Comments: N/A, as no driveways exceed 150’.</td>
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<tr>
<td>M. 4.</td>
<td>The City Council found that the proposal met this standard.</td>
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<td></td>
<td>Staff Comments: All driveways and the proposed private drives—Hopper Way, Pullman Way, and Depot Way—will be maintained by the homeowner’s association.</td>
</tr>
<tr>
<td>M. 5.</td>
<td>The City Council found that the proposal met this standard.</td>
</tr>
<tr>
<td>☒</td>
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<tr>
<td></td>
<td>Staff Comments: The private drives—Pullman Way, Depot Way, and Hopper Way—have been platted as private drives. A standard plat note #12 states, “Private drives cannot be built upon.”</td>
</tr>
<tr>
<td>M. 6.</td>
<td>The City Council found that the proposal met this standard.</td>
</tr>
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<td></td>
<td>Staff Comments: All driveways are oriented toward the internal private drives, Hopper Way and Depot Way. Said driveways are not adjacent to nor impact existing infrastructure; the construction of the proposed private drives will complement existing and planned residential units.</td>
</tr>
<tr>
<td>N.</td>
<td>The City Council found that the proposal met this standard.</td>
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<td></td>
<td>Staff Comments: The internal private drives—Pullman Way, Depot Way, and Hopper Way—have been reviewed by the Fire Chief as to its functioning as an access lane. They have been found acceptable and compliant with the IFC Requirements, as well as other applicable codes and ordinances.</td>
</tr>
</tbody>
</table>
The City Council found that the proposal met this standard.

<table>
<thead>
<tr>
<th>O.</th>
<th>Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>Please refer to Section 16.04.020(N), comments noted above, for further information.</td>
</tr>
<tr>
<td>The City Council found that the proposal met this standard.</td>
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</tbody>
</table>

### 16.04.030: Sidewalks and Drainage Improvements

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>City Code</td>
<td>City Standards and Staff Comments</td>
</tr>
</tbody>
</table>

#### A.
Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.

**Staff Comments**
The plat incorporates a new five (5) foot-wide sidewalk along Shenandoah Dr. This perimeter sidewalk will connect to interior sidewalks of four (4) to five (5) feet in width, providing safe access and sufficient circulation throughout the site and accessing the units. The proposed sidewalks shall be constructed according to applicable City Standards.

Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit.

**The City Council found that the proposal met this standard.**

#### B.
The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.

**Staff Comments**
Please refer to Section 16.04.030(A), comments noted above, for further information.

**The City Council found that the proposal met this standard.**

#### C.
New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.

**Staff Comments**
The perimeter sidewalk along Shenandoah drive (five-feet in width) and the interior sidewalks (four to five feet in width) provide connectivity to the private drives and sidewalks from Phase I of the subdivision. The interior sidewalks provide access to the condominium buildings, playground parcel, and a secondary sidewalk parallel to the Wood River Trail. In addition, the interior sidewalks connect to the trail access aisle on the north-end of the plat.

**The City Council found that the proposal met this standard.**

#### D.
Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.

**Staff Comments**
Please refer to Section 16.04.030 for further information. This standard will be met.

**The City Council found that the proposal met this standard.**

#### E.
The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.

**Staff Comments**
N/A

**The City Council found that the proposal met this standard.**
### 16.04.040: Alleys and Easements

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>City Standards and Staff Comments</td>
</tr>
<tr>
<td>No</td>
<td>A. Alleys:</td>
</tr>
<tr>
<td>N/A</td>
<td>A. 1. Alleys shall be provided in all Business District and Limited Business District developments where feasible.</td>
</tr>
<tr>
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<td>Staff Comments</td>
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<tr>
<td></td>
<td>The proposed private drives—Pullman Way, Depot Way, and Hopper Way—shall serve the platted condominium units and playground parcel. They connect to the adjacent private drives from Phase I and to the public local street, Shenandoah Dr. The proposed Phase II private drives provide access and connectivity, as well as a public utility easement for the site.</td>
</tr>
<tr>
<td></td>
<td>The City Council found that the proposal met this standard.</td>
</tr>
<tr>
<td></td>
<td>A. 2. The minimum width of an alley shall be twenty-six (26') feet.</td>
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<tr>
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<td>Staff Comments</td>
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<tr>
<td></td>
<td>Pullman Way, Depot Way, and Hopper Way are twenty-six (26') feet wide in the final plans.</td>
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<td>The City Council found that the proposal met this standard.</td>
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<td>A. 3. All alleys shall be dedicated to the public or provide for public access.</td>
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<td>Staff Comments</td>
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<tr>
<td></td>
<td>The proposed private drives—Pullman Way, Depot Way, and Hopper Way—shall serve the platted condominium units and playground parcel. They connect to the adjacent private drives from Phase I and to the public local street, Shenandoah Dr. The proposed Phase II private drives provide access and connectivity, as well as a public utility easement for the site.</td>
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<tr>
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<td>The City Council found that the proposal met this standard.</td>
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<td></td>
<td>A. 4. All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.</td>
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<td>Staff Comments</td>
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<td>The underground water and sewer infrastructure are proposed to be installed within the alley or below the proposed ‘private drives’ that are being held to the City’s alley standards.</td>
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<td>The City Council found that the proposal met this standard.</td>
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<td></td>
<td>A. 5. Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.</td>
</tr>
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<td>Staff Comments</td>
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<tr>
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<td>The proposed private drives propose to serve high-density residences, not commercial uses. Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer.</td>
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<td></td>
<td>The City Council found that the proposal met this standard.</td>
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<td></td>
<td>A. 6. Dead-end alleys shall not be allowed.</td>
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<td>Staff Comments</td>
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<td></td>
<td>Depot Way and Hopper Way connect to an emergency and trail access aisle, intended to provide connectivity for people on foot and bike, and strictly for the utilization of emergency vehicles. While not a complete dead-end, passenger vehicles will be prohibited from utilizing said aisle.</td>
</tr>
</tbody>
</table>
The Commission may wish to discuss whether this access be open and of service to passenger vehicles, or whether the current configuration is sufficient. The Public Works Department and Fire Department have no issue with the internal drives that dead-end and border the emergency vehicle and trail access aisle, as long as the drives remain open and free of bollards.

The City Council found that the proposal met this standard.

| ☒ | ☐ | ☐ | A. 7. | Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.  

Staff Comments | Easements are currently shown for utilities in the twenty-six (26') foot wide private drives—Pullman Way, Depot Way, and Hopper Way.  

The City Council found that the proposal met this standard. |
| ☐ | ☐ | ☐ | B. | To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot-wide fisherman’s access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman’s access.  

Staff Comments | N/A, as this site does not border the Big Wood River.  

The City Council found that the proposal met this standard. |
| ☐ | ☐ | ☒ | B. 2. | To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.  

Staff Comments | No natural resource, riparian area, hazardous area or other limitation requires an easement, as specified above, for the proposed subdivision.  

The City Council found that the proposal met this standard. |
| ☒ | ☐ | ☐ | B. 3. | To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of
parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.

**Staff Comments**
Private drives Pullman Way, Depot Way, and Hopper Way are proposed in Phase II. The site plan for Phase II proposes 57,003 square feet of parking, hardscape, and pedestrian circulation. 25% of 57,003 square feet is 14,251 square feet. The applicant satisfies and surpasses the requirement by proposing 42.5% or 24,212 square feet for snow storage.

The City Council found that the proposal met this standard.

### 16.04.050: Blocks

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<th>Compliant</th>
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<th>N/A</th>
<th>City Code</th>
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<td>16.04.050</td>
<td>Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography. N/A, as Block 2 is existing and no additional blocks are proposed.</td>
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The City Council found that the proposal met this standard.

### 16.04.060: Lots

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<th>Standards and Staff Comments</th>
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<td>16.04.060</td>
<td>Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter. The application proposes eight (8) sublots for ten-unit condominium buildings totaling to 3.62 acres. Each sublot ranges in size from 0.36 acres to 0.59 acres (or from 15,790 square feet to 25,818 square feet). With 80 units in 3.62 acres, the application proposes a sublot density of approximately 22 units/acre. This sublot density adheres to the original P.U.D. Development Agreement, which was granted on August 14, 2006 and specifies that the maximum allowed sublot density shall increase from 12 units per acre to 24 units per acre. In addition to the eight (8) sublots for the ten-unit condominium buildings, the application includes a parcel on the southwest end of the plat for a “future tot lot” or playground for children. The playground parcel would border and complement the recreational facilities approved on the northwest end of the Phase I development. The City Council found that the proposal met this standard.</td>
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| ☐         |     |    | ☒   | A. | If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision. N/A |

The City Council found that the proposal met this standard.
Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot-wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).

**Staff Comments**

N/A, as no double frontage lots are proposed.

The City Council found that the proposal met this standard.

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No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as “parcels” on the plat. Green Space shall be clearly designated as such on the plat.

**Staff Comments**

Parcel A is shown on the Preliminary Plat as Future Tot Lot or playground for children. No unbuildable lots are platted.

The City Council found that the proposal met this standard.

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A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.

**Staff Comments**

N/A, as no flag lots are proposed.

The City Council found that the proposal met this standard.

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All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.

**Staff Comments**

Three (3) of the sublots in Phase II will have frontage on Shenandoah Drive, three (3) others will have frontage on the western property line parallel to the existing Wood River Trail shared-use path, and two (2) sublots face a shared courtyard.

The City Council found that the proposal met this standard.

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In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.

**Staff Comments**

N/A, as this project is not located within the Townsite Overlay (TO) Zone District.

The City Council found that the proposal met this standard.

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### 16.04.070: Orderly Development

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<th>Standards and Staff Comments</th>
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<td>No</td>
<td>City Code</td>
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<td>N/A</td>
<td>City Standards and Staff Comments</td>
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--129--
### A. Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.

**Staff Comments**

A Phasing Plan and Agreement were developed during the P.U.D. process. Per the Second Amendment to the P.U.D. Agreement, dated December 27, 2010:

- All roads, alleys and infrastructure necessary to serve a given building within the project, shall be installed prior to completion of the building, without regard to phasing or time restrictions associated with any prior Phasing Plan.

No other revisions, specific to this project, were made in the subsequent amendments to the original P.U.D. Agreement.

The City Council found that the proposal met this standard.

### B. Agreement: Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.

**Staff Comments**

A Phasing Plan and Agreement were developed during the P.U.D. process. Per the Second Amendment to the P.U.D. Agreement, dated December 27, 2010:

- All roads, alleys, and infrastructure necessary to serve a given building within the project, shall be installed prior to completion of the building, without regard to phasing or time restrictions associated with any prior Phasing Plan.

No other revisions, specific to this project, were made in the subsequent amendments to the original P.U.D. Agreement.

The City Council found that the proposal met this standard.

### C. Mitigation of Negative Effects: No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:

- Provision of on-site or off-site street or intersection improvements.
- Provision of other off-site improvements.
- Dedications and/or public improvements on property frontages.
- Dedication or provision of parks or green space.
- Provision of public service facilities.
- Construction of flood control canals or devices.
- Provisions for ongoing maintenance.

**Staff Comments**

N/A

The City Council found that the proposal met this standard.

### D. When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:

1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.
2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks...
3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.

4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.

5. Park land shall be most appropriately located on the Contiguous Parcels.

6. Grading and drainage shall be appropriate to the Contiguous Parcels.

7. Development shall avoid easements and hazardous or sensitive natural resource areas.

The commission and council may require that any or all contiguous parcels be included in the subdivision.

### 16.04.080: Perimeter Walls, Gates and Berms

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City Code: 16.04.080

The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3’ higher than the previously existing (original) grade.

Staff Comments: N/A, as no perimeter walls, gates, landscape berms or retaining walls are proposed.

The City Council found that the proposal met this standard.

### 16.04.090: Cuts, Fills, Grading and Drainage

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City Code

A. Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.

Staff Comments: The site is relatively flat and free of vegetation. The actual buildable parcel is not located in the floodplain. In 2010 the applicant applied for and was granted a Letter of Map Revision (LOMR) that removed this parcel from the floodplain.

The City Council found that the proposal met this standard.

A. 1. A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.

Staff Comments: N/A, as the City Engineer has not required a Soils Report from the Applicant. A Soils Report, prepared by Butler and Associates, was submitted in 2006, and is available for review, if so desired.

The City Council found that the proposal met this standard.

A. 2. A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:
Preliminary Plat: Kilgore Properties, LLC  
Block 2 Phase II, Sweetwater P.U.D. Townhouses  
Hailey City Council  
Findings of Fact – October 11, 2022  
Page | 15

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>A Grading Plan has been submitted and is under review by the City Engineer. The City Council found that the proposal met this standard.</th>
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</table>
| **B.** Design Standards: The proposed subdivision shall conform to the following design standards: | **B. 1.** Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.  
Staff Comments | Very little grading will be necessary as the site is relatively flat. That said, a Grading Plan has been submitted and will be reviewed and approved by the City Engineer prior to issuance of a Building Permit. The City Council found that the proposal met this standard.  

**B. 2.** Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.  
Staff Comments | N/A  

The City Council found that the proposal met this standard.  

**B. 3.** Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.  
Staff Comments | Erosion control and re-vegetation shall be included in final design. The City Council found that the proposal met this standard.  

**B. 4.** Where cuts, fills or other excavation are necessary, the following development standards shall apply:  
- **a.)** Proposed contours at a maximum of two (2) foot contour intervals;  
- **b.)** Cut and fill banks in pad elevations;  
- **c.)** Drainage patterns;  
- **d.)** Areas where trees and/or natural vegetation will be preserved;  
- **e.)** Location of all street and utility improvements including driveways to building envelopes; and  
- **f.)** Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council. |
### Preliminary Plat: Kilgore Properties, LLC
### Block 2 Phase II, Sweetwater P.U.D. Townhouses
### Hailey City Council
### Findings of Fact – October 11, 2022

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#### 16.04.100: Overlay Districts

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<td>City Code</td>
<td>City Standards and Staff Comments</td>
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<tr>
<td>Flood Hazard Overlay District:</td>
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<td>☒ ☐ ☐</td>
<td>A.</td>
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<tr>
<td>Staff Comments</td>
<td>N/A, the actual buildable parcel is not located in the floodplain. In 2010 the applicant applied for and was granted a Letter of Map Revision (LOMR) that removed this parcel from the floodplain.</td>
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<td>The City Council found that the proposal met this standard.</td>
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| ☒ ☐ ☐ | A. 1. | Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible. |
| Staff Comments | N/A, the actual buildable parcel is not located in the floodplain. In 2010 the applicant applied for and was granted a Letter of Map Revision (LOMR) that removed this parcel from the floodplain. |
| The City Council found that the proposal met this standard. |

| ☒ ☐ ☐ | A. 2. | Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes. |
| Staff Comments | N/A, as the proposed subdivision is not located adjacent to the Big Wood River or its tributaries. |
| The City Council found that the proposal met this standard. |

| ☒ ☒ ☐ | B. | Hillside Overlay District: |
| Staff Comments | N/A, as the proposed subdivision is not located within the Hillside Overlay District. |
| ☐ | ☐ | ☒ | B. 2. | Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District. |
| ☒ | ☐ | ☐ | Staff Comments | N/A, as the proposed subdivision is not located within the Hillside Overlay District. |

The City Council found that the proposal met this standard.

| ☒ | ☐ | ☐ | B. 3. | All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs. |
| ☐ | ☐ | ☐ | Staff Comments | The Developer shall obtain a Site Alteration Permit prior to any development occurring. This has been made a Condition of Approval. |

The City Council found that the proposal met this standard.

### 16.04.110: Parks, Pathways and Other Green Spaces

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#### Staff Comments

A 1.6-acre (69,696 square feet) park/open space is existing. Said space is open to the public and is maintained by the Sweetwater Homeowner’s Association.

The City Council found that the proposal met this standard.

#### A. 1. Parks:

| ☐ | ☐ | ☒ | A. 1. A. | The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula: |
| ☐ | ☐ | ☒ | P = x multiplied by .0277 |

“P” is the Parks contribution in acres

“x” is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.

#### Staff Comments

N/A, as Park/Open Space is existing and was developed accordingly:

The prior rezone of the subject property, effective May 5, 2005, was pursuant to a Development Agreement that identified the park contribution the owner, or any subsequent owners, would be required to make upon development of the parcel. The required contribution was [a] creation of park space four-tenths (.4) of an acre in size, to be provided for the residents residing in the development, which “shall be developed as undedicated park space in conformity with Section 4.10 or 16.04.110 of the Hailey Subdivision Ordinance pertaining to park standards”, and [b] a payment to the City of $390,000 as an in-lieu parks contribution for 1.2 acres.

A 1.6-acre Park/Open Space was constructed to benefit the residents of the development. Per the Development Agreement dated April 25, 2005, any foregoing payments and designated improvements shall be deemed final and conclusive as to the park land improvements for the development of the property. No additional
|   |   |   | park land improvements will be required by the City, other than as set forth in the Development Agreement, or agreed to, in writing. |
|   |   |   | No revisions to this provision were made in subsequent amendments. That said, the Applicant Team is proposing to add additional open space to Block 2, as shown in the image below. |
|   |   |   | The City Council found that the proposal met this standard. |

| ☒ | ☐ | ☐ | A.1.b | In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed. |
|   |   |   |   |   |   |

|   |   |   | Staff Comments | The subdivision is located in the Limited Business (LB) Zoning District. Please see Section 16.04.110 for further details. |
|   |   |   |   |   |

| ☒ | ☐ | ☐ | A. 2. Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance. |
|   |   |   |   |   |

|   |   |   | Staff Comments | The perimeter sidewalk along Shenandoah drive (five-feet in width) and the interior sidewalks (four to five feet in width) provide pedestrian connectivity throughout Phase II of the subdivision. The interior sidewalks provide access to the condominium buildings, playground parcel, and a secondary sidewalk parallel to the Wood River Trail. In addition, the interior sidewalks connect to the: |
|   |   |   |   |   |

|   |   |   |   |   | Wood River Trail access aisle on the north-end of the plat; |
|   |   |   |   |   | public local road Shenandoah Drive, on the eastern border; and |
|   |   |   |   |   | private drives and sidewalks within the adjacent Phase I of the subdivision. |
|   |   |   |   |   |

| ☒ | ☐ | ☐ | B. Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly: |
|   |   |   |   |   | a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or |
|   |   |   |   |   | b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), |
The City Council found that the proposal met this standard.

### D. Minimum Requirements:

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#### D. 1. Private Green Space:
- Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.

#### Staff Comments
- Please refer to Section 16.04.110(A.1.a) for further information.

The City Council found that the proposal met this standard.

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#### D. 2. Neighborhood Park:
- A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.

#### Staff Comments
- N/A

The City Council found that the proposal met this standard.

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#### D. 3. Mini Park:
- A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.

#### Staff Comments
- N/A

The City Council found that the proposal met this standard.
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<td>The City Council found that the proposal met this standard.</td>
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| D. 4. | Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces. |

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| D. 5. | Pathway: Pathways shall have a minimum twenty-foot (20’) right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way. |

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>Please refer to Section 16.04.110(A)2 for further details. The Commission found that this standard has been met.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City Council found that the proposal met this standard.</td>
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| E. | Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria): |

| E. 1. | Shall meet the minimum applicable requirements required by Subsection D of this section. |

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>Please refer to Section 16.04.110(A.1.a) for further information. The Commission found that this standard has been met.</th>
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</thead>
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<tr>
<td>The City Council found that the proposal met this standard.</td>
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| E. 2. | Shall provide safe and convenient access, including ADA standards. |

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<thead>
<tr>
<th>Staff Comments</th>
<th>This standard shall be met.</th>
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<td>The City Council found that the proposal met this standard.</td>
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| E. 3. | Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the Park shall not be exclusive to the homeowners, residents or employees of the development. |

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>Please refer to Section 16.04.110(A.1.a) for further information. The Commission found that this standard has been met.</th>
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<td>The City Council found that the proposal met this standard.</td>
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| E. 4. | Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land |

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<tr>
<th>Staff Comments</th>
<th>N/A</th>
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<tr>
<td>The City Council found that the proposal met this standard.</td>
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</table>

--137--
must, at a minimum, be located on slopes less than 25 degrees, and outside of
drain ways, floodways and wetland areas. Mini Parks shall not be occupied by
non-recreational buildings and shall be available for the use of all the residents
or employees of the proposed subdivision.

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<tr>
<th>Staff Comments</th>
<th>N/A</th>
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<tr>
<td>The City Council found that the proposal met this standard.</td>
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</table>

☐ ☐ ☒ E. 5. Shall not create undue negative impact on adjacent properties and shall be
buffered from conflicting land uses.

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<thead>
<tr>
<th>Staff Comments</th>
<th>N/A</th>
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<tbody>
<tr>
<td>The City Council found that the proposal met this standard.</td>
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</table>

☒ ☐ ☐ E. 6. Shall require low maintenance or provide for maintenance or maintenance
endowment.

| Staff Comments | Please refer to Section 16.04.110(A.1.a) for further information. The Commission
found that this standard has been met. |
<table>
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<tr>
<td>The City Council found that the proposal met this standard.</td>
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</table>

☒ ☐ ☐ F. Specific Pathway Standards: All Pathways shall meet the following criteria for
development, location and size (unless unusual conditions exist that prohibit
meeting one or more of the criteria):

| Staff Comments | Please refer to Section 16.04.110(A.1.a) for further information. The Commission
found that this standard has been met. |
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<tr>
<td>The City Council found that the proposal met this standard.</td>
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</table>

☒ ☐ ☐ F. 1. Shall meet the minimum applicable requirements required by Subsection D of this
section.

| Staff Comments | Please refer to Section 16.04.110(A.1.a) for further information. The Commission
found that this standard has been met. |
<table>
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<tr>
<td>The City Council found that the proposal met this standard.</td>
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</table>

☒ ☐ ☐ F. 2. Shall be connected in a useful manner to other Parks, Pathways, Green Space
and recreation and community assets.

| Staff Comments | Please refer to Section 16.04.110(A.1.a) for further information. The Commission
found that this standard has been met. |
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<tr>
<td>The City Council found that the proposal met this standard.</td>
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</table>

G. Specific Green Space Standards: If green space is required or offered as part of a
subdivision, townhouse or condominium development, all green space shall
meet the following criteria for development, location and size (unless unusual
conditions exist that prohibit meeting one or more of the criteria):

 dioxide

☒ ☐ ☐ G. 1. Shall meet the minimum applicable requirements required by section 4.10.04 of
this section.

| Staff Comments | Please refer to Section 16.04.110 for further detail. The Commission found that this
standard has been met. |
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<td>The City Council found that the proposal met this standard.</td>
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</table>

☐ ☐ ☒ G. 2. Public and private green spaces on the same property or adjacent properties
shall be complementary to one another. Green space within proposed
developments shall be designed to be contiguous and interconnecting with any
adjacent Green Space (both existing and potential future space).

| Staff Comments | The proposed green spaces comply with the P.U.D. Development Agreement dated
January 10, 2005 and complement the adjacent green spaces located throughout
the larger Sweetwater subdivision. |
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<td>The City Council found that the proposal met this standard.</td>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>The standard has been met as part of the original and subsequent amendments to the P.U.D. Development Agreement dated January 10, 2005.</td>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>Maintenance of the Park/Open Space is currently managed and funded by the Sweetwater Homeowner’s Association. This standard has been met.</td>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>N/A, as Park/Open Space is existing and was developed accordingly:</td>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>Please reference Section 16.04.110 for further detail. The Commission found that this standard has been met.</td>
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shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.

**Staff Comments**

Please reference Section 16.04.110 for further detail. The Commission found that this standard has been met.

The City Council found that the proposal met this standard.

- ☒
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H. 4. In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.

**Staff Comments**

Please reference Section 16.04.110 for further detail. The Commission found that this standard has been met.

The City Council found that the proposal met this standard.

### 16.05: Improvements Required:

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tbody>
<tr>
<td>Yes</td>
<td>No</td>
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of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.

<table>
<thead>
<tr>
<th>Staff Comments</th>
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<tr>
<td>This standard will be met.</td>
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</table>

The City Council found that the proposal met this standard.

### 16.05.020: Streets, Sidewalks, Lighting, Landscaping

| ☒ ☐ ☐ | 16.05.020 Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction. |
|----------------|
| Staff Comments |
| Staff has no concerns or issues with the proposed streets, sidewalks, lighting and landscaping at this time. These items were discussed at great length during the Design Review hearings (Findings of Fact dated December 16, 2019 and September 7, 2021) and were made Conditions of Approval of the Design Review Applications. A final review and approval will be conducted prior to issuance of a Building Permit. |

The City Council found that the proposal met this standard.

| ☒ ☐ ☐ | A. Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015) |
|----------------|
| Staff Comments |
| Any and all street cuts for the installation of the water and sewer mains shall be per this standard. Connection details to the existing water system shall be approved by the Wastewater Division prior to construction. Street cuts shall be approved by the Streets Division prior to construction. All infrastructure will be approved by the city prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures. |

The City Council found that the proposal met this standard.

| ☒ ☐ ☐ | B. Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City. |
|----------------|
| Staff Comments |
| A Street Signage and Striping Plan has been submitted. Any new signage shall be installed per City Standards, which a final review and approval of will be conducted prior to issuance of a Building Permit. |

The City Council found that the proposal met this standard.

| ☒ ☐ ☐ | C. Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIIIIB of the Hailey Zoning Ordinance. |
### 16.05.030: Sewer Connections

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Staff Comments</th>
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### 16.05.040: Water Connections

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Staff Comments</th>
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<table>
<thead>
<tr>
<th>Requirement</th>
<th>Staff Comments</th>
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### 16.05.050: Drainage

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<table>
<thead>
<tr>
<th>Section</th>
<th>Drainage</th>
<th>Utilities</th>
<th>Parks, Green Space</th>
<th>Installation to Specifications; Inspections</th>
<th>Completion; Inspections; Acceptance</th>
</tr>
</thead>
</table>
| 16.05.050 | The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015) | Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit. | The City Council found that the proposal met this standard. | An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with City of Hailey code. | The City Council found that the proposal met this standard.

16.05.060: Utilities

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

  **Staff Comments:** All utilities are shown to be installed underground. A 26'-wide Public Utility Easement beneath the private alleys—Pullman Way, Depot Way, and Hopper Way—have been dedicated for this purpose. A 20'-wide Public Utility Easement (Instrument #438370) existing along the northern property boundary and beneath the trail and emergency access aisle.

  The City Council found that the proposal met this standard.

16.05.070: Parks, Green Space

- **Parks, Green Space:** The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.

  **Staff Comments:** See Section 16.04.110 for further detail. The Commission found that this standard has been met.

  The City Council found that the proposal met this standard.

16.05.080: Installation to Specifications; Inspections

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

  **Staff Comments:** An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with City of Hailey code.

  The City will need to select an inspector, to be paid for by the Applicant, for all water, sewer, and roadway infrastructure during construction.

  The City Council found that the proposal met this standard.

16.05.090: Completion; Inspections; Acceptance

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

This standard shall be met. The Commission found that this standard has been met.

The City Council found that the proposal met this standard.

| ☐ | ☐ | ☒ |

### B.

The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)

#### Staff Comments

N/A, as the completion of all major infrastructure by the Developer is preferred over bonding.

The City Council found that the proposal met this standard.

### 16.05.100: As Built Plans and Specifications

| ☒ | ☐ | ☐ |

#### 16.05.100

As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of “as-built plans and specifications” certified by the developer’s engineer shall be filed with the City engineer. (Ord. 1191, 2015)

#### Staff Comments

As built drawings will be required. This standard will be met.

The City Council found that the proposal met this standard.

### 16.08: Townhouses:

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tbody>
<tr>
<td>Yes</td>
<td>No</td>
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#### 16.08.010

Plat Procedure: The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)

#### Staff Comments

This standard shall be met.

The City Council found that the proposal met this standard.

#### 16.08.020

Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)

#### Staff Comments

All garages are located on the same sublot as the principle dwelling and have been designated on the Preliminary Plat as such.

The City Council found that the proposal met this standard.

#### 16.08.030

Storage, Parking Areas: Residential townhouse developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015)

#### Staff Comments

Per the Hailey Municipal Code, Multi-Family Dwellings are required to provide at least 1.5 onsite parking spaces. Phase II of the project contains eight (8), ten-unit,
three-story condominium buildings—consisting of a total of 80 residential units. Therefore, 120 on-site parking spaces are required. The site plan for Phase II includes one-hundred and one (101) on-site parking spaces—eighty (80) garage spaces and twenty-one (21) private drive spaces.

Although the number of on-site parking spaces proposed for Phase II is below the required minimum, the adjacent Phase I of the development adequately surpassed the required number of on-site parking spaces for the entire Block 2.

To explain, Phase I required eighty-five and one-half (85.5) on-site parking spaces for the fifty-seven (57) units contained therein. Phase I surpassed that requirement with one-hundred and twenty-six (126) on-site parking spaces, offering forty and one-half (40.5) on-site parking to be used by the units in Phase II of the subdivision.

In addition, the Phase I and Phase II include a total of thirty-nine (39) off-site public street parking—twenty-two (22) and seventeen (17) spaces respectively.

When Block 2 of the Sweetwater subdivision is considered as a whole—with Phase I and Phase II considered together—the applicant surpasses the parking requirements in the following ways:

- **On-site parking:**
  - Required: two-hundred and six (206) spaces
  - Provided: two-hundred and fifty-seven (257) spaces
    - Garage: one-hundred and forty-four (144) spaces
    - Driveway: ninety (90) spaces
    - Private drives: thirty-seven (37) spaces
- **Off-site, public street parking:**
  - Thirty-nine (39)
- **Total parking provided:** two-hundred and ninety-six (296) spaces

That said and as agreed upon in the original PUD Agreement dated August 14, 2006, below grade parking and/or parking stalls at basement levels are required. Over 70% of all parking stalls are located within the structure (one and two-car garages) and all driveways are oriented toward internal alleys, so as not to negatively affect the quality of the pedestrian environment.

Due to the nature of all proposed on-site parking being below grade parking and/or parking stalls at basement level, which was determined to comply with the original PUD Agreement, the excess parking complies with the standards set forth herein, as well as with the provisions outlined in the original PUD Agreement dated August 14, 2006.

The City Council found that the proposal met this standard.

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<tr>
<th>☒</th>
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<th>16.08.040</th>
<th>Construction Standards: All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)</th>
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<td>Staff Comments</td>
<td>Please refer to the analysis of Title 16 above for further detail.</td>
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<td>16.08.050</td>
<td>General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)</td>
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<td>Column</td>
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</table>
| **Staff Comments** | **Please refer to the analysis of Title 16 above for further detail.**  
The City Council found that the proposal met this standard.  

| ☒ ☐ ☐ | **16.08.060** | **Expiration:** Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015)  

| ☒ | **16.08.070** | **Conversion:** The conversion by subdivision of existing units into townhouses shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)  

| N/A | **16.08.080** | **Density:** The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)  

| ☒ ☐ ☐ | **16.11.010** | **Exceptions:** Whenever the tract to be subdivided is, in the shape or size, or is surrounded by such development or unusual conditions that the strict application of the requirements contained herein would result in real difficulties and substantial hardships or injustices, the council may vary or modify such requirements by making findings for their decision so that the developer is allowed to develop his property in a reasonable manner, while ensuring that the public welfare and interests of the city and surrounding area are protected and the general intent and spirit of this title are preserved. As used in this section, the phrase “real difficulties and substantial hardships or injustices” shall apply only to situations where strict application of the requirements of this title will deny to the developer the reasonable and beneficial use of the property in question, and not in situations where the developer establishes only those exceptions will allow more financially feasible or profitable subdivision. (Ord. 1191, 2015)  

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17.06.060 Criteria.
A. The Commission or Hearing Examiner shall determine the following before approval is given:

1. The project does not jeopardize the health, safety or welfare of the public.
2. The project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Title, and City Standards.

B. Conditions. The Commission or Hearing Examiner may impose any condition deemed necessary. The Commission or Hearing Examiner may also condition approval of a project with subsequent review and/or approval by the Administrator or Planning Staff. Conditions which may be attached include, but are not limited to those which will:

1. Ensure compliance with applicable standards and guidelines.
2. Require conformity to approved plans and specifications.
3. Require security for compliance with the terms of the approval.
4. Minimize adverse impact on other development.
5. Control the sequence, timing and duration of development.
6. Assure that development and landscaping are maintained properly.
7. Require more restrictive standards than those generally found in the Zoning Title.

C. Security. The applicant may, in lieu of actual construction of any required or approved improvement, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering or design, materials and installation of the improvements not previously installed by the applicant, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided.

1. If any extension of the one-year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided.
2. In the event the improvements are not completely installed within one (1) year, or upon the expiration of any approved extension, the City may, but is not obligated, to apply the security to the completion of the improvements and complete construction of the improvements.

CONCLUSIONS OF LAW AND DECISION
Based upon the above Findings of Fact, the City Council makes the following recommendations:

1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Municipal Code, was given for the public hearing.

2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Municipal Code.

The Preliminary Plat Application (Block 2, Phase II) for Kilgore Properties, LLC, represented by Matt Watson, to be located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, meets the standards of approval set forth in the Hailey Municipal Code, and is recommended for approval by the Hailey Planning and Zoning Commission, subject to the following conditions, (a) through (j), and noted below:

a) All conditions of the Planned Unit Development approval shall be met.
b) All Fire Department and Building Department requirements shall be met.
c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:
   i. Permits shall be obtained for installation of all drywells.
   ii. A Site Alteration Permit shall be obtained prior to any development occurring.
   iii. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
d) Preliminary Plat approval is subject to the Flood Hazard Development Permit, approved on February 26, 2020.
e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
f) The Final Plat must be submitted within two (2) calendar years from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.
g) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.
h) Any application development fees shall be paid prior to recording the Final Plat.
i) The Applicant shall submit an Erosion Control Plan prior to Final Plat.
j) Prior to any future development in the SFHA, the property owner shall be required to obtain a Flood Hazard Development Permit from the City of Hailey for the proposed work.
k) PASSED BY THE HAILEY CITY COUNCIL and approved by the mayor this ___ day of __________, 2022.

__________________________________________
Martha Burke, Mayor, City of Hailey
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/11/22  DEPARTMENT: Administration  DEPT. HEAD SIGNATURE: MHC

SUBJECT:

Motion to approve Resolution 2022-___, declaring Surplus Personal property, authorizing its sale, recycle or disposal.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Over the past 2 years, all City departments have upgraded aging computer equipment. Once declared as surplus all of the computer equipment will be picked up from a recycler from Twin Falls. The copier will be given to the copier lease company for disposal.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle

Budget Line Item #_____________________________  YTD Line Item Balance $_____________________
Estimated Hours Spent to Date: ___________________  Estimated Completion Date: ___________________
Staff Contact: _______________________________  Phone # _______________________________
Comments: ____________________________________________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2022-_____ , declaring Surplus Personal Property and authorizing its disposal, recycle or sale of said property.

FOLLOW-UP REMARKS:*
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY IDENTIFYING SURPLUS PROPERTY WITHIN SEVERAL DEPARTMENTS AND AUTHORIZING THE SALE, DESTRUCTION, OR RECYCLING OF SAID PROPERTY.

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

WHEREAS The City Clerk of the City of Hailey, Idaho is authorized to forward these items to an electronics recycler for disposal,

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<td>Copier</td>
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</table>

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following assets are deemed surplus property by the City of Hailey:

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

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

Passed this 11th day of October, 2022.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

____________________________________
Mary Cone, City Clerk

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Return to Agenda
SUMMARY OF HAILEY ORDINANCE NO. 1307

The Following is a summary of the principal provisions of Ordinance No. 1307 of the City of Hailey, Idaho, duly passed and adopted September 12, 2022, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING THE HAILEY MUNICIPAL CODE, TITLE 10: VEHICLES AND TRAFFIC, CHAPTER 10.40: BICYCLES, AND TITLE 12: STREETS, SIDEWALKS, AND PUBLIC PLACES, CHAPTER 12.04: PUBLIC SIDEWALKS, PATHWAYS AND STREETS AND SNOW REMOVAL, AND CHAPTER 12.12: PARKS AND PATHWAYS, TO INCLUDE ELECTRIC BICYCLES (E-BIKES), ALTERNATIVE ELECTRIC MOTORED VEHICLES, WHEELCHAIRS, AND OTHER POWER-DRIVEN MOBILITY DEVICES (OPDMDs); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1307 Amends Hailey Municipal Code as follows:

Section 1 amends Hailey Code Title 10, Chapter 10.40 Bicycles and Title 12, Chapter 12.04 Public Sidewalks, Pathways and Streets and Snow Removal, and Chapter 12.12 Parks and Public Pathways, by defining and regulating “E-Bikes”, Alternative Electric Motored Vehicles, Wheelchairs and other Power-Driven Mobility Devices, just as bicycles had previously been, and continue to be, regulated, and limiting the Bike Path, City Parks and Public Pathway use to regulated devices, including human powered e-bikes, alternative electric motored vehicles not over 750 watts, wheelchairs, and OPDMDs, as therein defined.

Section 2 provides a savings and severability clause.

Section 3 provides a repealer clause.

Section 4 provides an effective date.

The full text of Ordinance No. 1307 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1307 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1307, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 11th day of October, 2022.
Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express, October 12, 2022.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 09/26/2022  DEPARTMENT: Clerk’s Office  DEPT. HEAD SIGNATURE  M. Cone

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SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on September 26, 2022 and to suspend reading of them.

-----------------------------------------------------------------------------------------------------------------------------------------

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

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

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BACKGROUND:

Draft minutes prepared.

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FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____________  YTD Line Item Balance $______________

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ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

[ ] City Attorney  [X] City Clerk  [ ] Engineer  [ ] Mayor  [ ] P & Z Commission  [ ] Parks & Lands Board  [ ] Public Works  [ ] Other

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

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FOLLOW UP NOTES:

--158--
MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD SEPTEMBER 26, 2022
IN THE HAILEY TOWN CENTER MEETING ROOM

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Martha Burke. Present were Council members Kaz Thea, Juan Martinez, Heidi Husbands, and Sam Linnet. Staff present included City Attorney Christopher P. Simms, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

5:30:30 PM Call to order by Mayor Burke

Public concerns:

5:30:56 PM Winn Weaver, tonight ERC food collections presentation tonight. Cities like Hailey, make it possible to make progress with food waste and composting, feels like breaking into new territory, thank you.

CONSENT AGENDA:

CA 308 Motion to approve Resolution 2022-081, ratifying the mayor’s signature on Amended Service Provider Agreement for Blaine County School District FY 22/23 School Resource Officers and Memorandum of Understanding to clarify certain matters within the Agreement ACTION ITEM ..................................................

CA 309 Motion to ratify the Mayor’s signature on a joint letter with Blaine County, Bellevue and Ketchum to the Idaho Public Utilities Commission regarding Idaho Power Value of Distributed Energy Resources Study ACTION ITEM ..................................................................................................................................................................

CA 310 Motion to approve Resolution 2022-082, a resolution authorizing a contract for services with Mountain Humane for provide the sheltering of animals at large brought to the facility from within the Hailey City limits, in the amount of $26,640 per year ACTION ITEM ..................................................................................................................................................................................................

CA 311 Motion to approve a Purchase Order (Agreement) for acquisition of two Ford F150 Electric “Lightnings” at a cost of approximately $75,469 each and authorize staff to proceed with the acquisition process ACTION ITEM ..................................................................................................................................................................................................

CA 312 Motion to approve Resolution 2022-083, amending the Annexation, Services and Development Agreement of Quigley Farm, to be known as the First Addendum to the Annexation, Services and Development Agreement of Quigley Farm, which includes the realignment of the bike path design within the Quigley Farms Subdivision and a monetary contribution to the city of $44,000 ACTION ITEM ..................................................................................................................................................................................................

CA 313 Motion to authorize the mayor’s signature on Letter of Completion for Phase I Sunbeam Subdivision Security Agreement ACTION ITEM ..................................................................................................................................................................................................

CA 314 Motion to approve Alcohol License Renewals ACTION ITEM ..................................................................................................................................................................................................

CA 315 Motion to approve special event 5 Alarm chili cookoff, Saturday October 15th from 1-5 at Centennial Station on Silver Street and Main ACTION ITEM ..................................................................................................................................................................................................

CA 316 Motion to approve minutes of September 12, 2022 and to suspend reading of them ACTION ITEM ..................................................................................................................................................................................................

CA 317 Motion to approve claims for expenses incurred during the month of September 2022, and claims for expenses due by contract in October, 2022 ACTION ITEM ..................................................................................................................................................................................................

CA 318 Motion to approve unaudited Treasurer’s report for the month of August 2022 ACTION ITEM ..................................................................................................................................................................................................

5:32:08 PM CA 312 pulled by Simms

HAILEY CITY COUNCIL MINUTES
September 26, 2022
5:32:19 PM  Thea moved to approve all consent agenda items minus CA 312, seconded by Martinez. motion passed with roll call vote; Husbands, yes. Martinez, yes. Thea, yes. Linnet, yes.

5:33:49 PM  CA 312, pulled by applicant, will present again in 2 weeks, Simms comments.

MAYOR’S REMARKS:

5:34:17 PM  5th year of Hispanic culture celebrated last weekend, collaboration, making sure immigrants have a fair shake, great to meet people that are putting this together.

PROCLAMATIONS AND PRESENTATIONS:

PP 319  Presentation from Environmental Resource Center on summer event recycling partnership (no documents)

ERC has cancelled tonight’s presentation.

APPOINTMENTS AND AWARDS:

AA 320  Consideration of Resolution 2022-084, Nominating Jacob Greenberg to serve as City of Hailey’s ex-officio representative to the Friedman Memorial Airport Authority ACTION ITEM

5:35:37 PM  nomination on FMAA, Jacob Greenberg. Not ex-officio, it is a voting, until 2023 term.

5:37:02 PM  Martinez moves to approve resolution 2022-084, appointing Greenberg to FMAA board, Husbands seconds. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

AA 321  Consideration of Resolution 2022-085, appointing Lee Dabney (serving as a commissioner for the remainder of a three-year term expiring December 31, 2021) to the Hailey Arts and Historic Preservation Commission ACTION ITEM

5:39:37 PM  Thea moves to approve Resolution 2022-085 appointing Lee Dabney to remainder of 3 year term to Hailey Arts and Historic Preservation Commission, seconded by Martinez. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

PUBLIC HEARINGS:

PH 322  Consideration of a Preliminary Plat Application by Kilgore Properties, LLC, represented by Matt Watson, where the 3.77 acres of Phase II of Block 2 of the Sweetwater P.U.D. Subdivision is subdivided into eight (8) sublots, consisting of eighty (80) condominium units, plus the 5,982 square foot Parcel A to host a tot lot and other amenities. This project is located along Shenandoah Drive, in Section 15, T.2N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, HAILEY CITY COUNCIL MINUTES
September 26, 2022
within the Limited Business (LB) Zoning District (Continued from September 12, 2022 meeting)

**ACTION ITEM**

**5:40:30 PM** Robyn Davis opens this item, 80 units. Matt Watson is attending online tonight, will be happy to answer any questions council may have.

Public comments: **5:42:10 PM** there are none.

**5:43:10 PM** Thea asks again of Watson, are any of these units going to be affordable? Have asked about this in the past. Mike Bradshaw addressed this issue before, Watson responds, public service provider rates, possibly firemen, for example. Watson, we are not doing any deed restricted units, but pricing structure is a possibility.

**5:44:55 PM** Davis, there are future developments that may be opportunity to bring forward a different rate structure. Horowitz adds, that they gave River Street parcel where River Street Apartments are.

**5:46:10 PM** Husbands, asks, size and cost of units, Watson, 1,300 sq. ft. units, condos, working on final pricing, don’t have purchase prices yet, trying to finish construction and figuring out costs.

**5:47:26 PM** Linnet, we’ve been looking at this for awhile, would like to see more multi-family, would like to see more affordable housing but this is under an existing agreement. Preliminary plat meets code, with conditions named.


**NEW BUSINESS:**

**NB 323 Discussion of Housing Action Plan Options ACTION ITEM**

**5:50:00 PM** Horowitz, council has set aside $500,000 in the budgeting process. Summarized staff report. This is the first time that City of Hailey has committed funds towards housing. Ketchum Housing Strategist (Carissa) is attending the meeting tonight. Will be doing a housing needs assessment, and will adopt a strategy, policy statement, in a future agenda, on how to approach housing issues for city employees.

**5:54:40 PM** Thea, attended ribbon cutting at Quigley, St. Luke’s houses, what did they do? Horowitz, ARCH’s land, St. Luke’s trust paid for the construction of the units, have a lottery system as 30 employees have applied for the 4 units. Thea wants to purchase units, Horowitz responds; that’s assuming the city would have enough funds to pay for construction of a unit.
Husbands, asks about the bond, Horowitz, city would purchase bonds and have first right for employees on 2 units for a 10-year period. Thea, “lease of locals”, suggests that council discuss in a future meeting, workshop to discuss.

Husbands, not comfortable giving the money away yet. Would like to see what the best bang for the buck is for us before making a decision. What about the 2 units on River Street?

Horowitz, e-bond purchase is on construction of unit in Woodside, have another employer waiting if we don’t take it. 1 unit for $120,000. Horowitz, have 4 employees that have expression interest in renting.

Linnet, likes the e-bond option, have a pretty good understanding of it. Happy to move forward with it. Housing assistance policy, $50,000, in support of that too. Look forward to the workshop on “lease for locals”

Horowitz, Treasurer putting funds in short-term investments ready to invest as council directs.

Tim Wolfe is on the call now. Add comments, Horowitz?

$50,000 is in the general fund, would not be that same funds as the $500,000 set aside. Hailey housing projects list is shown, have 476 restricted in some way in Hailey, 12% of our housing stock.

More discussion on housing and Hailey’s efforts.

Mayor Burke, if council comfortable would like to move forward with the $120,000 for the e-bond.

Linnet, come back with Resolution in future? Would like to have more information prior to a decision.

Horowitz asking for council availability, wed. oct 5th after 5? will set up meeting. 5:30.

Discussion of amendments to the City of Hailey Personnel Handbook to include: ACTION ITEM

A) a new section regarding a Hailey Housing Assistance Policy
B) Adding Juneteenth as a recognized federal holiday

Horowitz presents these changes, first handbook change is adding Juneteenth as federal holiday. Then a new section on a housing assistance policy, City of Sun Valley has had a similar policy for several years, it would be handled by a 3rd party administrator.

HAILEY CITY COUNCIL MINUTES
September 26, 2022
6:18:02 PM Horowitz, one last suggestion from a department head, is to have a table to show maximum reimbursement, within city limits and out of city limits encouraging living in Hailey.

6:19:49 PM Thea, very exciting to be able to offer this, mixed feelings about different amounts outside city. Horowitz, responds to Thea’s question, been told fairly simple application process but needs to apply every year. Husband is concerned about the mortgage payments.

6:22:49 PM Stokes, we can always make changes to this policy. Horowitz adds, money could spread between 10-14 Employees.

6:23:59 PM Husbands, shouldn’t we purchase another e-bond with this $50,000? Horowitz, both are 30% of AGI, 2 different programs.

6:25:18 PM Linnet, these seem to be addressing 2 different problems, this one seems to be taking the edge off. Likes the diversity of this option, one more tool.

6:27:40 PM more discussion on this program.

6:28:26 PM Stokes speaks again, City of Sun Valley, allows for relief on mortgages.

Continued discussion about options. Horowitz, offers suggestion. 6:32:16 PM can vote tonight or we can bring this back. Would have an all employee meeting to discuss with everyone, would go into effect Jan 1, 2023.

6:35:53 PM Martinez thinks this is a great program, ready to adopt and okay to keep discussing.

Mayor Burke, these are the people that make the city work. Horowitz, happy to come back with other city’s mortgage / rent employees.

OLD BUSINESS:

OB 325  3rd Reading of Ordinance No. 1310, Zoning map change DRO Section 17.05.020 ACTION ITEM

6:38:23 PM Thea moves to approve 1310, read by title only, seconded by Martinez, motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

6:39:02 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1310.

OB 326  3rd Reading of Ordinance No. 1311, Design Standards tree caliper size 2 ½ inches Section 17.06.080 ACTION ITEM

6:39:56 PM Thea moves to approve Ordinance No. 1311 authorize 3rd reading by title only and sign, seconded by Martinez. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.
6:41:00 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1311.

STAFF REPORTS:

6:41:49 PM Yeager, River Street path, work in progress, to finish grading gravel. Not able to get striping contract this season. Crosswalk locations in near future. Excited to look for electric vehicles, has pros and cons, environmental impacts that are not widely known. The hybrid vehicle is probably best option, all electric, not a good option for us. Didn’t have time to put together pros and cons before this meeting.

6:44:55 PM Martinez, library board update, Kristin Fletcher presenting to Idaho Libraries on Hispanic programming in the Library. Drewien, wants to talk about the bond, is on the call. Drewien speaks, super excited about the housing. For ILA, Ned Burns is speaking, will attend virtually.

6:46:22 PM Martinez, moves to adjourn. Thea, seconds; motion passed unanimously.
Return to Agenda
AGENDA ITEM SUMMARY

DATE 10/11/2022 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of September 2022 that are set to be paid by contract for October 2022.

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

BACKGROUND:
Claims are processed for approval three times per month under the following procedure:
1. Invoices received, approved and coded to budget by Department Head.
2. Invoice entry into data base by finance department.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item # _______________ YTD Line-Item Balance $__________________

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

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City of Hailey

Page: 1

Check Register
Pay Period Dates: 09/09/2022 - 09/22/2022

Report Criteria:
Includes all check types
Includes unprinted checks
Pay Period
Date

Journal
Code

Check
Issue Date

Check
Number

Payee

Payee
ID

Amount

09/22/2022 CDPT

09/27/2022

92994 PERSI

7

-34,652.89

09/22/2022 CDPT

09/27/2022

92993 MOUNTAIN WEST BANK

8

-36,397.85

09/22/2022 CDPT

09/27/2022

53881 IDAHO STATE TAX COMMI

9

-5,007.00

09/22/2022 CDPT

09/27/2022

53880 HAILEY VOLUNTEER FIRE

12

-595.00

09/22/2022 CDPT

09/27/2022

53879 CHILD SUPPORT RECEIP

36

-436.94

09/22/2022 CDPT

09/27/2022

53882 IDAHO STATE TAX COMMI

38

-442.80

09/22/2022 CDPT

09/27/2022

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Sep 27, 2022 3:14PM


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Total 6917 AT&T MOBILITY LLC: 344.32 344.32

Total 5447 BATTERY SYSTEMS, INC: 10,800.00 10,800.00

Total 1655 BEST WESTERN POCATELLO: 88.00 88.00

Total 2326 CDW GOVERNMENT, INC: 1,884.25 1,884.25

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**Date:** Oct 06, 2022 04:34PM

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## City of Hailey Unpaid Invoice Report

### Job Number:  MARY'S APPROVAL

**Posting period:** 10/22

**Invoice Sequence Description**

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77.10 77.10
**City of Hailey Unpaid Invoice Report - MARY'S APPROVAL**

**Posting period: 10/22**

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| 5450 IDAHO POST       |                                                                                |              |                    |                |                |                   |                   |            |           |                |
| 22TRA 1 PER DIEM       | COX / INST. DEV, REFRESHER - JERO                                            | Invoice      | 10/05/2022         | 10/11/2022     | 100.00         | 100.00           | 100-25-41723      | 1022       | 1         |                |
| **Total 5450 IDAHO POST:** |                                                                              |              |                    |                |                |                   |                   |            |           | 100.00          |

| 22433 IDAHO POWER     |                                                                                |              |                    |                |                |                   |                   |            |           |                |
| 09/19/2 1 IP 2204837906 | Street                                                                          | Invoice      | 09/19/2022         | 10/11/2022     | 1,592.23       | 1,592.23         | 100-40-41715      | 1322       | 1         |                |
| 09/19/2 2 IP 2204935643 | - 1811 Merlin Loop                                                              | Invoice      | 09/19/2022         | 10/11/2022     | 383.94         | 383.94           | 100-40-41717      | 1322       | 1         |                |
| 09/19/2 3 IP 2204935643 | - 617 3rd Ave                                                                   | Invoice      | 09/19/2022         | 10/11/2022     | 253.61         | 253.61           | 100-55-41717      | 1322       | 1         |                |
| 09/19/2 4 IP 2204935643 | - 116 River St.                                                                 | Invoice      | 09/19/2022         | 10/11/2022     | 92.25          | 92.25            | 100-50-41718      | 1322       | 1         |                |
| 09/19/2 5 ip 2204935643 | - 7 Croy St.                                                                    | Invoice      | 09/19/2022         | 10/11/2022     | 628.58         | 628.58           | 100-45-41717      | 1322       | 1         |                |
| 09/19/2 6 IP 2204935643 | - 115 Main St 2nd Floor                                                         | Invoice      | 09/19/2022         | 10/11/2022     | 180.52         | 180.52           | 100-42-41717      | 1322       | 1         |                |
| 09/19/2 7 IP 2204935643 | - 115 Main St 2nd Floor                                                         | Invoice      | 09/19/2022         | 10/11/2022     | 180.52         | 180.52           | 200-42-41717      | 1322       | 1         |                |
| 09/19/2 8 IP 2204935643 | - 115 Main St 2nd Floor                                                         | Invoice      | 09/19/2022         | 10/11/2022     | 180.52         | 180.52           | 210-42-41717      | 1322       | 1         |                |
| 09/19/2 9 IP Accont#2207926011 | - 113 N River St Compact                                                        | Invoice      | 09/19/2022         | 10/11/2022     | 26.85          | 26.85            | 100-40-41715      | 1322       | 1         |                |
| 09/19/2 10 IP 2204637769 | WW                                                                               | Invoice      | 09/19/2022         | 10/11/2022     | 13,232.44      | 13,232.44        | 210-70-41717      | 1322       | 1         |                |
| 09/19/2 11 IP Accont#22062003362 | Water                                                                           | Invoice      | 09/19/2022         | 10/11/2022     | 13,808.21      | 13,808.21        | 200-60-41717      | 1322       | 1         |                |
| 09/19/2 12 IP Accont#2206105138 STREET |                                                                                 | Invoice      | 09/19/2022         | 10/11/2022     | 67.98          | 67.98            | 100-40-41715      | 1322       | 1         |                |
| 09/19/2 13 IP Accont#2207611134 STREET - 89 CROY RD |                                 | Invoice      | 09/19/2022         | 10/11/2022     | 5.16           | 5.16             | 100-40-41715      | 1322       | 1         |                |
| 09/19/2 14 IP Accont#2220558932 LIONS/11 CROY CREEK |                                 | Invoice      | 09/19/2022         | 10/11/2022     | 279.03         | 279.03           | 100-40-41717      | 1322       | 1         |                |
| **Total 22433 IDAHO POWER:** |                                                                              |              |                    |                |                |                   |                   |            |           | 30,911.84        |

<p>| 138 IDAHO RURAL WATER ASSOC. |                                                                 |              |                    |                |                |                   |                   |            |           |                |
| 21864 1 #21864 MATH REVIEW CLASS - BRIAN VINCENT |                                 | Invoice      | 08/18/2022         | 10/11/2022     | 120.00         | 120.00           | 200-60-41723      | 1322       | 1         |                |
| 22158 1 #22158 PUMP AND CONTROLS CLASS BRIAN V. |                                 | Invoice      | 09/14/2022         | 10/11/2022     | 120.00         | 120.00           | 200-60-41723      | 1322       | 1         |                |
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**Posting date:** Oct 06, 2022 04:34PM

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Grand Totals: 398,226.76    713.31    -397,513.45

## Summary by General Ledger Posting Period

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Grand Totals: 398,226.76    713.31    -397,513.45
Return to Agenda
SUBJECT: Consideration of a Zone Change Application by Joan A. Williams Revocable Trust, represented by Opal Engineering, for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending 910 North Main Street (Hailey FR SESW TL 7589 SEC 4 2N 18E) from General Residential (GR) to Business (B).

BACKGROUND: The Applicant is requesting an amendment to the City of Hailey Zoning District Map with a Rezone Application. The Hailey Planning and Zoning Commission considered and recommended for approval the Zone Change Application in August 2021. The proposed changes include amending the 0.933-acre parcel at 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B). The images below depict the current zoning and the Applicant’s request to change the zoning to Business (B):

Analysis and Discussion: The subject property is located on the northern edge of downtown, on the east side of Main Street. The parcel and surrounding parcels, except for the AmericInn, are vacant. The AmericInn is nestled adjacent and to the east of the subject parcel. The area is primarily commercial, but transitions to residential along First Avenue. Properties to the south and west are zoned Business (B) and are located within the Downtown Residential Overlay (DRO), and the property to the north, occupied by Silver Creek Assisted Living (31 East McKercher Boulevard), is zoned Limited Residential (LR-1).

In February of 2021, Larry Green of L.L. Green’s Hardware and Silver Creek Property Holdings joined forces and proposed to rezone the subject parcel (910 North Main Street), and Lot 1, Block 2, Northridge X (21 East McKercher) from Limited Business (LB) to Business (B), and remain in the Downtown
Residential Overlay (DRO). The rezone request also included rezoning Lot 1, Block 27, Northridge IX, from Limited Residential (LR-1) to General Residential (GR) and Downtown Residential Overlay (DRO). This rezone would have allowed for the development of a new car dealership for the existing business, Silver Creek Ford, as well as a new hardware store for the existing business, L.L. Green’s Hardware.

Due to various reasons, Silver Creek Property Holdings withdrew all applications (Rezone, CUP and Design Review Preapplication). Larry Green of L.L. Green's Hardware, proceeded with the rezone request without Silver Creek Property Holdings, and on May 17, 2021, the Hailey Planning and Zoning Commission recommended for approval the Rezone Application by Larry Green of L.L. Green’s Hardware, represented by Galena Engineering, to rezone Lot 1, Block 2, Northridge X (21 East McKercher) from Limited Business (LB) to Business (B), and remain in the Downtown Residential Overlay (DRO). The Council approved the Rezone Application on July 12, 2021.

With the approval of this rezone, the subject parcel has become a remnant parcel regarding zoning and is more noticeable by zoning of the adjacent parcels, zoned Business (B) and Limited Business (LB). The zone change would eliminate the only island of GR in the area, as well as provide consistency among the surrounding parcels and their zoning districts. For instance, the current GR zoning does not allow for commercial uses despite the property’s adjacency to Main Street and the surrounding business-zoned parcels.

ATTACHMENTS:
1. Staff Report + Ordinance
2. Conceptual Site Plan
3. Analysis - Vacancy Rates

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FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Caselle #___________________
Budget Line Item #____________    YTD Line-Item Balance $__________________
Estimated Hours Spent to Date: Estimated Completion Date:
Staff Contact: Robyn Davis Phone # 788-9815 #2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
___ City Attorney       ___City Administrator       ___ Engineer ___ Building
___ Library        ___ planning ___ Fire Dept. ___
___ Safety Committee ___ P & Z Commission ___ Police ___
___ Streets ___ Public Works, Parks ___ Mayor ___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing on the Zone Change Application by Joan A. Williams Revocable Trust, represented by Opal Engineering, for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B), and make a motion to approve Ordinance ______, to conduct a first reading and read by title only.

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

ACTION OF THE CITY COUNCIL:
Motion Language:
Approval: Motion to approve and conduct a first reading of Ordinance No._______, an Ordinance amending the City of Hailey Zoning District Map, Section 17.05.020, to rezone 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B), finding that the changes are in accordance with the Comprehensive Plan, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements.
at public cost for the public facilities and services, the proposed uses are compatible with the surrounding area, and the proposed amendment will promote the public health, safety and general welfare.

**Denial:** Motion to deny the Rezone Application by Joan A. Williams Revocable Trust, for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B), finding that __________ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

Date ______________________
City Clerk ______________________________

**FOLLOW-UP:**
*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: ________________
Copies (all info.): Copies
Instrument # ______________________
To: Hailey City Council

From: Robyn Davis, Community Development Director

Overview: Consideration of a Zone Change Application by Joan A. Williams Revocable Trust, represented by Opal Engineering, for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) and Downtown Residential Overlay (DRO), to Business (B) and DRO.

Hearing: October 11, 2022

Application Contact: Latham Williams

Location and Size: 910 North Main Street (Lot 1, Haven Armstrong Subdivision); 0.933 acres (40,674 sq. ft.)

Current Zoning: General Residential (GR) and Downtown Residential Overlay (DRO)

Proposed Zoning: Business (B) and Downtown Residential Overlay (DRO)

Notice: Notice for the public hearing was published in the Idaho Mountain Express September 22, 2022, and mailed to property owners and agencies within 300 feet on September 22, 2022. Notice was posted on the property on October 3, 2022.

Application and Background: The Applicant is requesting an amendment to the City of Hailey Zoning District Map with a Rezone Application. The Hailey Planning and Zoning Commission considered and recommended for approval the Zone Change Application in August 2021. The proposed changes include amending the 1.02-acre parcel at 910 North Main Street (Hailey FR SESW TL 7589 SEC 4 2N 18E) from General Residential (GR) to Business (B). The images below depict the current zoning and the Applicant’s request to change the zoning to Business (B):
As noted above, the Hailey Planning and Zoning Commission considered and recommended for approval by the Hailey City Council the Zone Change Application in August 2021. This item was scheduled to be heard by the Hailey City Council in April 2022; however, the Applicant withdrew the Rezone Application for the reasons outlined in bold text below:

- A new legal address has been assigned to the parcel, from 910 North Main Street (Hailey FR SESW TL 7589 SEC 4 2N 18E) to 910 North Main Street (Lot 1, Haven Armstrong Subdivision). The Applicant applied for a Lot Line Adjustment Application (LLA) in October 2021. Under the LLA, the Applicant reconfigured the previous lots to form one (1) lot, comprising of 40,674 sq. ft., and Parcel A, comprising of 3,719 sq. ft. When the land is subdivided and a new plat is recorded, the legal address of the parcel changes. The new plat, showing the lot as 40,674 sq. ft. in size, and the dedication of Parcel A to the City of Hailey, has been recorded, thus, a new legal has been created to better reflect the reconfigured parcel.

- One (1) or all of the Conditions of Approval imposed by the Planning and Zoning Commission previously are no longer valid and/or applicable. Further details are noted herein. As noted, the Applicant applied for a Lot Line Adjustment Application (LLA) in October 2021. Under the LLA, the Applicant reconfigured the previous lots to form one (1) lot, comprising of 40,674 sq. ft., and Parcel A, comprising of 3,719 sq. ft. Parcel A was dedicated to the City of Hailey for the Cobblestone Lane Road Right-of-Way. Previously, Cobblestone Lane was substandard. It was not fully dedicated and was an easement, approximately 38’ wide. To service the community as a complete street, it was made a Condition of Approval to dedicate the additional 22’ during the
platting process. This Condition has been met and Cobblestone Lane, from Main Street/SH 75 east to First Avenue is 60’ in width, or a complete street per City Standards.

**Further Analysis and Discussion:** The subject property is located on the northern edge of downtown, on the east side of Main Street. The parcel and surrounding parcels, with the exception of the AmericInn, are vacant. The AmericInn is nestled adjacent and to the east of the subject parcel. The area is primarily commercial, but transitions to residential along First Avenue. Properties to the south and west are zoned Business (B) and are located within the Downtown Residential Overlay (DRO), and the property to the north, occupied by Silver Creek Assisted Living (31 East McKercher Boulevard), is zoned Limited Residential (LR-1).

In February of 2021, Larry Green of L.L. Green’s Hardware and Silver Creek Property Holdings jointly proposed to rezone the subject parcel (910 North Main Street), and Lot 1, Block 2, Northridge X (21 East McKercher) from Limited Business (LB) to Business (B), and remain in the Downtown Residential Overlay (DRO). The rezone request also included rezoning Lot 1, Block 27, Northridge IX, from Limited Residential (LR-1) to General Residential (GR) and Downtown Residential Overlay (DRO). This rezone would have allowed for the development of a new car dealership for the existing business, Silver Creek Ford, as well as a new hardware store for the existing business, L.L. Green’s Hardware.

Due to various reasons, Silver Creek Property Holdings withdrew all applications (Rezone, CUP and Design Review Preapplication). Larry Green of L.L. Green’s Hardware, proceeded with the rezone request without Silver Creek Property Holdings, and on May 17, 2021, the Hailey Planning and Zoning Commission recommended for approval the Rezone Application by Larry Green of L.L. Green’s Hardware, represented by Galena Engineering, to rezone Lot 1, Block 2, Northridge X (21 East McKercher) from Limited Business (LB) to Business (B), and remain in the Downtown Residential Overlay (DRO). The Council approved the Rezone Application on July 12, 2021.

With the approval of this rezone, the subject parcel has become a remnant parcel with regard to zoning, and is more noticeable by zoning of the adjacent parcels, zoned Business (B) and Limited Business (LB). The zone change would eliminate the only island of GR in the area, as well as provide consistency among the surrounding parcels and their zoning districts. For instance, the current GR Zoning District does not allow for commercial uses despite the property’s adjacency to Main Street and the surrounding business-zoned parcels.

1. **Purposes of Zoning Districts. Business (B):** The purpose of the B District is to provide areas for general business and commercial activities and a limited number of residential uses. The Applicant is proposing that the parcel, zoned General Residential (GR) and within the Downtown Residential Overlay (DRO), be zoned Business (B) and remain in the DRO.
   - **910 North Main Street (Lot 1, Haven Armstrong Subdivision)**

   All properties north of Walnut Street within the DRO and on both sides of Main Street are currently zoned Business (B) with the exception of this parcel, 910 North Main Street (Lot 1, Haven Armstrong Subdivision). By changing the existing zoning from GR to B, Staff feels the zone change would provide consistency with the northern DRO along Main Street. Additionally, the current GR Zoning District does not allow for commercial uses despite the property’s adjacency to Main Street and surrounding business-zoned properties.
Located near the north entrance of the city, the subject parcel is undeveloped and underutilized. Per the Applicant, the change in zoning would further support the traditional character of the Business District by allowing traditional commercial and retail development along the Main Street Corridor. Such development would include high-density commercial, mixed-use, and residential development adjacent to Main Street, which is proximal to schools, downtown amenities, and public transit opportunities.

Furthermore, the proposed rezone would allow for the development of new or expanded uses within the City of Hailey, creating career-oriented opportunities for young workers in Hailey, provide smaller scale housing in a mixed-use setting, and promote pedestrian transportation.

Summary of Uses: The proposed zone change would increase the range of uses permitted on the subject parcel. Rezoning the parcel to Business (B) would also be consistent with the zone districts of neighboring parcels and all of Main Street north of Walnut Street. Additionally, the rezone would provide greater flexibility with density, setback and bulk requirements. Comparisons of existing and proposed rezones are noted below.

2. Density, Setback and Bulk Requirement Comparison: The density, setbacks and other bulk requirements would see the following changes, if rezoned as proposed:

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<th>Address/Parcel/Use</th>
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<th>Proposed Zone District</th>
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<td>Setbacks</td>
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<td>Minimum side yard setback (feet)</td>
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<td></td>
<td>Minimum rear yard setback (feet)</td>
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<tr>
<td>Height</td>
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| Notes                      | 7.                                | Townhouse unit shall be allowed 0 setbacks from the lot lines created by a townhouse sublot and the separation of the building containing townhouse units in a townhouse development parcel shall be not less than 6 feet as measured between any wall or any projection of a building, including, but not limited to, eaves, cornices, canopies, or other similar roof overhang features, pergolas, chimney chases, bay windows, decks, steps, wainscot, and utility meters; or the minimum
distance required by the IBC and IFC, whichever is greater.

19. See also subsections 17.07.010 F and G of this title.

20. See also subsections 17.07.010 F and G of this title.

The existing parcel at 910 North Main Street (Lot 1, Haven Armstrong Subdivision) is approximately 0.933 acres. It is zoned GR and is within the DRO. Within the Business (B) Zoning District, the underlying density is 20 units per acre and does not have a maximum lot coverage. That said, the parcel is also located within the DRO, and within the DRO, the use and bulk requirements shall meet those of the underlying zoning district; however, some have been amended to allow for no maximum residential percentage on the ground level, and no provisions for residential units per acre applies. Additionally, density is limited by required open space, parking, landscaping and the Design Review Standards.

This zone change is a logical extension of the Business (B) Zoning District and would allow for additional commercial and retail development along the Main Street Corridor.

3. **Existing Land Uses:** The subject property is located on the northern edge of downtown, on the east side of Main Street. The parcels are vacant and the AmericInn is adjacent and to the east of the subject parcel. The area is primarily commercial, but transitions to residential along First Avenue. Properties to the south (both vacant) and west (Albertsons Grocery and Stinker Gas Station) are zoned Business (B) and are located within the Downtown Residential Overlay (DRO). The property to the north, occupied by Silver Creek Assisted Living (31 East McKercher Boulevard), is zoned Limited Residential (LR-1), but is a more intensive use than typically found in that zone district.

Criteria for Review:

17.14.060(A) Criteria Specified: When evaluating any proposed amendment under this Article, the Commission shall make findings of fact on the following criteria:

1) **The proposed amendment is in accordance with the Comprehensive Plan;** The Comprehensive Plan Land Use Map reflects suitable projected land uses for the city. It considers existing conditions, trends, and desirable future situations, the objective being a balanced mix of land uses for the community. The Map establishes a basis and direction for the expansion and/or location of business, residential, industrial, institutional and green space areas within and adjacent to the City. The area in question sees varied land use opportunities given its location and size, and the Land Use Map purposefully does not demarcate between land uses that are specific to property boundaries, allowing for decision-making processes such as this to determine actual zoning boundaries.

The Comprehensive Plan also calls for a strong retail core. The Comprehensive Land Use Map identifies this area as a Community Activity Area:

**Community Activity Areas –** located at the north and south ends of Main Street Corridor. High density residential is encouraged. Commercial and mixed-use development is appropriate, but should be subordinate to the infill of Downtown.
The parcel is located within a ‘1/4 Mile Service Area.’ It is within walking distance of businesses that provide similar products and services. It is also within walking distance of other uses and activities not found within the Downtown Core. This parcel - an infill project well within the City’s limits - is not located near any waterways, floodplains, wildlife migration corridors, or near any avalanche or wildfire hazards. The proposed rezone would help create economic diversity with products, services, and full-time jobs that are not directly dependent upon tourism and seasonal business, as well as allow for higher-density commercial and/or mixed-use developments at the current location.

The Applicant is proposing to rezone the parcel to Business (B). The purpose of the Business (B) Zoning District is to -- Provide areas for general business and commercial activities and a limited number of residential uses. If the rezone were approved, this 0.933-acre parcel would be available for other uses permitted in the District Use Matrix. This parcel is closer to commercial uses than residential, and is buffered by Limited Business (1.32 acres) and General Residential (2.64 acres) parcels to the east.

The Comprehensive Plan further states:

A Land Use Map is a required element of the Land Use component of the Comprehensive Plan. Pursuant to Idaho Code requirements, the Land Use Map reflects suitable projected land uses for the city. The creation of a land use map establishes general direction for projected land uses within and adjacent to the city. The Land Use Map depicts broad community goals. When considering land use applications, site-specific data and circumstances should be balanced with the overall goals depicted on the map.

Among others, the Application complies with the following goals and objectives of the Hailey Comprehensive Plan:

3.3 Protect the traditional character and scale of the historic downtown and Main Street Corridor. The proposed rezone would allow for traditional commercial and retail development along the Main Street Corridor.

5.1 Retain a compact City comprised of a central downtown with surrounding diverse neighborhoods, areas and characteristics as depicted on the Land Use map.
   a) Main Street Corridor – area of high density commercial, mixed-use and residential development. The proposed rezone provides the opportunity for higher density commercial, mixed-use and residential development located adjacent to Main Street. The goal aimed to increase density along the Main Street Corridor, which this rezone request would support.
   b) Downtown – the historic commercial center containing the greatest concentration of commercial, cultural and civil activity. Downtown is the priority area for encouraging higher density commercial and mixed-use development. The proposed rezone would allow commercial and mixed-use developments that would support a historic commercial center.

5.2 Maintain Downtown as the area containing the greatest concentration of commercial, cultural and civic activity and the priority area of encouraging higher density commercial and mixed-use development. The proposed rezone supports this goal.

5.5 Lessen the dependency on the automobile. The proposed rezone allows for commercial and mixed-use development along Main Street, located in close proximity to schools,
downtown amenities, and public transit opportunities, which reduces dependency on the automobile.

6.1 **Encourage a diversity of economic development opportunities within Hailey.** The proposed rezone would allow for the development of new or expanded uses within the City of Hailey, creating new jobs and economic development opportunities in Hailey.

6.2 **Encourage abundant, competitive and career-oriented opportunities for young workers.** The proposed rezone would allow for the development of new or expanded uses within the City of Hailey, creating career-oriented opportunities for young workers in Hailey. The proposed commercial zoning would allow for mixed-use and potentially live-work conditions, which could provide lower priced, small-scale housing opportunities for young workers.

The Hailey Comprehensive Plan also identifies housing as a high priority:

**High Density Residential – high density residential infill is encouraged in the area along Main Street and River Street between Downtown and the north and south ends of Main Street.**

The Land Use Map identifies likely areas for housing. In addition to housing, the Plan stresses the importance of downtown housing, and the reason to plan for mixed-uses:

**Promoting mixed use in Downtown ensures a diversified, sustainable economic condition.** Mixed-use buildings lining Downtown Main Street allow for commercial activity on the ground floor with residences or offices above. This type of planning helps maintain the neighborhood scale. These types of buildings also ensure round the clock activity and eyes on the street for added safety.

While no use or development is proposed at this time, this project could see a traditional mixed-use project, and could serve as a seamless transition between commercial, Limited Business (AmericInn), and the nearby single-family residential.

The Land Use Section describes High-Density Residential as follows:

**High Density Residential – high density residential infill is encouraged in the area along Main Street and River Street between Downtown and the north and south ends of Main Street.**

5.6 **Manage and accommodate population growth by infill development and, when appropriate, minimal expansion by annexation and/or density increases.** The subject property is an infill site, which, when developed, would attract energy and life to the north gateway to Hailey.

8.1 **Encourage development that provides opportunities for home ownership and rental houses for individuals of all socio-economic levels.** The proposed rezone provides opportunities for the development of smaller scale housing in a mixed-use setting that is not common in the City of Hailey.

By rezoning 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B), the Commission found the change to be compatible with the Comprehensive Plan, as it
would facilitate the development of high-density residential infill and mixed-use developments within the downtown corridor, and recommended approval by the Hailey City Council.

2) **Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;**

It is anticipated that public facilities and services are available to support the full range of uses permitted by the zone district under consideration. Though no uses or buildings are proposed at this time, development would be compliant with the most recently adopted IBC, IRC and IFC (currently constructing under the 2018 code). Development of the site, streets, sidewalks, landscaping and other onsite improvements would be required as part of the Design Review process.

The current zoning would allow for approximately ten (10) single-family homes with each home having the option to construct an Accessory Dwelling Unit (subject to Design Review). That said, the Hailey Comprehensive Plan discourages single-family residential along Main Street, and the District Use Matrix prohibits new construction of single-family residences within the Business (B) District. Changing the zoning district to Business (B) would encourage a mixed-use development project (commercial and residential uses) or multifamily dwellings. Additionally, the parcel is also located within the DRO, and within the DRO, the use and bulk requirements shall meet those of the underlying zoning district; however, some have been amended to allow for no maximum residential percentage on the ground level, and no provisions for residential units per acre applies. Density is also limited by required open space, parking, landscaping and the Design Review Standards. Given this information, the Commission agreed that the development of this parcel would not impact water demand above what is already permitted on Main Street and the surrounding parcels. The Public Works Department concurred.

A Traffic Impact Study was completed for the rezone of abutting parcels, Lot 1, Block 2, Northridge Subdivision X and Lot 1, Block 27, Northridge Subdivision IX. The analysis concluded that all streets would remain functioning at Level of Service A during future project conditions, except for the intersection at Cobblestone Lane and Main Street.

As shown in the table below, this intersection was anticipated to fail in a background condition; however, the poor Level of Service was not project-related, but primarily related to the existing intersection volumes, geometry and lane-configurations. As such, the Commission requested that Cobblestone Lane be slightly reconfigured as noted below, and to the satisfaction of the City Engineer. This was made a Condition of Approval by the Planning and Zoning Commission.
At the time of this analysis, the drivable portion of Cobblestone Lane was not fully dedicated, but was a 38’-wide easement to benefit the City of Hailey shown on the plat of Hailey Business Center (property directly south of the subject property). To the east of the subject property, the AmericInn plat dedicated 22’ in width to equal a 60’-wide right-of-way. City Staff requested and the Commission concurred that there be a dedicated right-of-way to the City of Hailey along the southern property line of the subject parcel abutting Cobblestone Lane of 22’ in width, such that when the Hailey Business Center redevelops, a full 60’-wide right-of-way can be achieved.

The Commission and Applicant discussed possible dedication of the 22’-wide right-of-way at the time of development; however, the Commission concurred that dedication shall happen immediately rather than upon development of the site. On October 1, 2021, the Hailey Planning and Zoning Administrator considered and approved the Lot Line Adjustment Application wherein the subject parcel was subdivided into Lot 1 and Parcel A. Lot 1 comprised of 40,674 square feet in size, and Parcel A, dedicated to the City of Hailey for the Cobblestone Lane Public Right-of-Way, comprises of 3,719 square feet in size and is 22’ in width. This Condition of Approval, as requested by the Planning and Zoning Commission, has been met.

3) The proposed uses are compatible with the surrounding area; and

The zones and overlays under consideration would follow the same bulk requirements as adjacent blocks within the Business (B) Zone District. Nonresidential or multifamily projects would be subject to Design Review, allowing for community input, and Commission discussion of compatibility. The area contains a variety of commercial, multifamily and single-family projects. The Commission found that this standard was met and recommended approval of the Rezone Application by the Hailey City Council.

4) The proposed amendment will promote the public health, safety and general welfare.

The Commission noted a strong basis in the Hailey Comprehensive Plan for this type of amendment. This parcel has been vacant since the establishment as a parcel. The proposed zone change would enable
development of the site, and provide economic diversity with products, services, and full-time jobs that are not directly dependent upon tourism and seasonal business.

Additionally, the city and the Wood River Valley have a documented need for housing. The Comprehensive Plan calls for housing initiatives. The current changes under consideration would allow for multifamily and mixed-use housing developments in an area within walking distance to many town services. The Commission found that this standard was met and recommended approval of the Rezone Application by the Hailey City Council.

**Action:** The Commission is required by the Hailey Municipal Code to make a recommendation to the Hailey City Council based on compliance with the Comprehensive Plan and the following criteria:

17.14.040(B) **Recommendation.**

1. Following the hearing, if the Commission or Hearing Examiner makes a substantial change from what was presented at the hearing, the Commission or Hearing Examiner may either conduct a further hearing after providing notice of its recommendation, or make its recommendations to the Council, provided the notice of the Commission’s or Hearing Examiner’s recommendation shall be included in the notice of the hearing to be conducted by the Council.

2. The Commission or Hearing Examiner shall recommend, with reasons therefore, to the Council that the proposed amendment be granted or denied, or that a modified amendment is granted.

3. If the proposal initiated by an Applicant is not in accordance with the Comprehensive Plan, the Commission or Hearing Examiner shall notify the Applicant of this finding and inform the Applicant that the Applicant must apply for an amendment to the Comprehensive Plan before the Hailey Municipal Code or Zoning Map can be amended.

A. The Hearing Examiner or Commission and Council shall make findings of fact on the following criteria:

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

B. **Rezones:** When evaluating any proposed zoning ordinance map amendment to rezone property to business (B) zoning district, limited business (LB) zoning district or transitional (TN) zoning district, the hearing examiner or commission and council shall consider the following:

1. Vacancy rates of existing buildings and land within the existing business (B), limited business (LB) or transitional (TN) zoning districts. A lower vacancy rate will favor a rezone, while a higher vacancy rate will not favor a rezone.
2. The distance of the parcel proposed for rezone from the central core overlay district boundary. A shorter distance from the central core overlay district boundary will favor a
The Applicant provided information pertaining to above items (1) and (2) in March 2022, which is attached. To summarize, the Applicant found that the information overwhelming supports the proposed rezone from GR to B to incentivize development of more commercial opportunities in Hailey. Factors that support this conclusion, and which best respond to Section 17.14.060: Criteria for Review, Subsection B, are:

1. “There is virtually no street level retail space available in Hailey now. Unless there is no economic incentive or desire by business owners to operate in Hailey, which we do not believe, this must have a dramatic negative effect on the responsible, orderly expansion of Hailey’s economy, and on the revenues and benefits that flow to the city and its residents from such activity.

2. Of the 10 office suites presently available in Hailey, 7 are in one building (314 S River Street), which property has been mostly vacant since its completion in 2007, some 14 years ago, indicating that it does not respond to the market’s needs and should likely be excluded from consideration in this decision. Taking this approach would leave 3 available office suites in Hailey’s Business zone for consideration as part of this decision.

3. Only one (1) street level retail space and one (1) upper floor office space are available on Main Street (retail in Bullion Square, office in the Roark Law Building).

4. Offsetting the criteria of distance from the City Center are the facts that:
   a. There is an already established commercial node on North Main Street in immediate proximity to the subject property, supporting additional commercial construction in this area to further environmental goals (less driving required) and convenience for residents (varied commercial uses in one location), making Business (B) Zoning far more appropriate than General Residential (GR), or any other zoning classification, for this site.
   b. There is a scarcity of available Business-Zoned sites closer to the City Center that offer the same project feasibility as the subject property. Of the few closer sites available along River Street, none carry equal project feasibility (see the discussion of 314 S River Street, described in 2. above), especially for the development of smaller street level retail spaces and are therefore unlikely to be developed in the near term. This is unacceptable from the perspective of addressing Hailey’s pressing need to offer leasable premises to new and existing business owners seeking to provide goods and services to Hailey’s growing population”.

The Applicant further notes that while there are approximately 12 available retail or office suites available in the Business (B) Zoning District, nine (9) are under two (2) ownerships. The Applicant feels strongly that a “broader diversity of commercial space ownership would be beneficial”.

Given the information provided, the Commission are supportive of the Applicant’s request to rezone the subject parcel from General Residential (GR) and Downtown Residential Overlay (DRO) to Business (B) and remain in the DRO.

**Summary and Suggested Conditions of Approval:** The Council shall approve, deny, or continue the Rezone Application by Joan A. Williams Revocable Trust, represented by Opal Engineering, for an
amendment to the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B), finding that the project does not jeopardize the health, safety or welfare of the public and the project conforms to the applicable specifications outlined in Hailey Municipal Code Section 17.14, Amendment, additional applicable requirements of Title 17, Title 18, and City Standards, and subject to the Conditions of Approval, if any, as noted below.

Motion Language:
Approval: Motion to approve the Rezone Application by Joan A. Williams Revocable Trust, for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B), finding that the changes are in accordance with the Comprehensive Plan, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, the proposed uses are compatible with the surrounding area, and the proposed amendment will promote the public health, safety and general welfare.

Denial: Motion to deny the Rezone Application by Joan A. Williams Revocable Trust, for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The proposed change includes amending 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) to Business (B), finding that __________ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the public hearing to _______________ [the Council should specify a date].
AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17 OF THE HAILEY MUNICIPAL CODE, BY AMENDING SECTION 17.05.020, OFFICIAL ZONING MAP; AMENDING 910 NORTH MAIN STREET (LOT 1, HAVEN ARMSTRONG SUBDIVISION) FROM GENERAL RESIDENTIAL (GR) AND LOCATED WITHIN THE DOWNTOWN RESIDENTIAL OVERLAY (DRO), TO BUSINESS (B) AND REMAIN IN THE DRO; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the real property located at 910 North Main Street (Lot 1, Haven Armstrong Subdivision) (“Subject Property”) is located in the General Residential (GR) and the Downtown Residential Overlay (DRO) Zoning Districts;

WHEREAS, the Hailey City Council has found that by revising the zoning district of 910 North Main Street (Lot 1, Haven Armstrong Subdivision) to Business (B) and remain within the Downtown Residential Overlay (DRO), traditional commercial and retail development would further support uses in the surrounding area and along the Main Street Corridor;

WHEREAS, the Hailey City Council has found that essential public facilities and services are available to the uses in the Business (B) Zoning District without excessive public cost;

WHEREAS, the Hailey City Council has found that the proposed uses in the Business (B) and General Residential (GR) Zoning Districts are compatible with the surrounding area; and

WHEREAS, the Hailey City Council has found that the following amendments to the Hailey Municipal Code Title 17 conform to the Hailey Comprehensive Plan;

WHEREAS, the Hailey City Council has found that the amendment set forth in this Ordinance will promote the public health, safety and general welfare.

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

Section 1. Section 17.05.010 of the Hailey Municipal Code is hereby amended by the adoption of changing the zoning on the Official Zoning Map for 910 North Main Street (Lot 1, Haven Armstrong Subdivision) from General Residential (GR) and located within the Downtown Residential Overlay (DRO), to Business (B) and remain in the Downtown Residential Overlay (DRO);

Section 2. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. Repealer Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.
Section 4. Effective Date. This Ordinance shall be in full force and effect from and after the approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS __ DAY OF _________________, 2022.

_________________________________
Martha Burke Mayor, City of Hailey

Attest:

____________________________
Mary Cone, City Clerk
NOTES:
1. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
2. PROPERTY BOUNDARIES SHOWN HEREON ARE APPROXIMATE PER BLAINE COUNTY GIS.

LEGEND:
- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINE

PROJECT LOCATION
HAVEN ARMSTRONG
LOT 1
910 N MAIN

PROJECT NUMBER
RSDO
22019

HOE EXHIBIT
JOAN A. WILLIAMS REVOCABLE TRUST

EX

-211-
1. LETTERS AND NUMBERS REFER TO ZONING DESIGNATIONS.
2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
3. PROPERTY BOUNDARIES SHOWN HEREON ARE APPROXIMATE PER BLAINE COUNTY GIS.

NOTES:
- EXISTING ZONING: GENERAL RESIDENTIAL (GR) LIMITED RESIDENTIAL 1 ZONING (LR-1)
- PROPOSED ZONING: BUSINESS ZONING (B) LIMITED BUSINESS ZONING (LB)

LEGEND:
- SUBJECT PROPERTY BOUNDARY
- ADJOINING PROPERTY BOUNDARY
- GENERAL RESIDENTIAL ZONING (GR)
- LIMITED RESIDENTIAL 1 ZONING (LR-1)
- BUSINESS ZONING (B)
- LIMITED BUSINESS ZONING (LB)
September 30, 2021

Robyn Davis  
Community Development City Planner  
City of Hailey  

BY EMAIL

Re: 910 North Main Street, Hailey

Dear Robyn,

Further to my discussion with the applicant’s representative concerning its application to rezone 910 N Main Street in Hailey, at its request I am pleased to provide the following information on vacancy in Hailey’s Business (B) zone. As a brief statement of qualifications, in addition to my work locally over the past 14 years on behalf of the Sun Valley Board of Realtors, I was actively involved in the commercial real estate industry in Calgary, Toronto, Seattle and San Francisco for 25+ years before and after moving to Blaine County almost 20 years ago and was intimately involved in both the production and interpretation of vacancy and absorption studies and statistics during that entire time.

Please see the attached table Commercial Lease Availability - Hailey September 29, 2021, which forms the basis for our conclusions written below. The table shows all commercial for lease listings in Hailey’s Business zone (there is one additional commercial lease listing in Hailey located on Aviation Drive) that are contained in the Sun Valley Board of Realtors MLS database as of that date. Of course, the quantity of listings can change at any time, however it is extremely unlikely that such additions or subtractions, if any, would be of significant enough quantity to change our conclusions.

In summary, the information available to us overwhelmingly supports the City of Hailey doing what it can to incentivize development of more commercial space for lease, including by rezoning the subject property from General Residential to Business. The factors that support this conclusion, and which respond to Section 17.14.060: Criteria for Review, subsection B of the zoning code, are:

1. There is virtually no street level retail space available in Hailey now. Unless there is no economic incentive or desire by business owners to operate in Hailey, which we do not believe, this must have a dramatic negative effect on the responsible, orderly expansion of Hailey’s economy, and on the revenues and benefits that flow to the City and its residents from such activity.
2. Of the 10 office suites presently available in Hailey, 7 are in one building (314 S River Street), which property has been mostly vacant since its completion in 2007, some 14 years ago, indicating that it does not respond to the market’s needs and should likely be excluded from consideration in this decision. Taking this approach would leave 3 available office suites in Hailey’s Business zone for consideration as part of this decision.
3. Only one street level retail space and one upper floor office space are available on Main Street (retail in Bullion Square, office in the Roark Law Building).
4. Offsetting the criteria of distance from the city center are the facts that:
a. There is an already established commercial node on North Main Street in immediate proximity to the subject property, supporting additional commercial construction in this area to further environmental goals (less driving required) and convenience for residents (varied commercial uses in one location), making Business zoning far more appropriate than General Residential, or any other zoning classification, for this site.

b. There is a scarcity of available Business zoned sites closer to the City Center that offer the same project feasibility as the subject property. Of the few closer sites available along River Street, none carry equal project feasibility (see the discussion of 314 S River Street, described in 2. above), especially for the development of smaller street level retail spaces and are therefore unlikely to be developed in the near term. This is unacceptable from the perspective of addressing Hailey’s pressing need to offer leasable premises to new and existing business owners seeking to provide goods and services to Hailey’s growing population.

While not a code-stated criteria, it is noteworthy that of the 12 available retail or office suites available in the Business zone, 9 are under only two ownerships. We believe that a broader diversity of commercial space ownership would be beneficial.

Please feel free to contact me should you have any questions.

Sincerely,

Bob Crosby
Government Affairs Director
Sun Valley Board of Realtors
208-721-8353
### Commercial Lease Availability - Hailey

**September 29, 2021**

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<tr>
<th>Address</th>
<th>Sub Type</th>
<th>Status</th>
<th>Lease Price/SqFt/Mo</th>
<th>Area</th>
<th>Suite</th>
<th>City</th>
<th>SqFt - Suite</th>
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<tr>
<td>314 S River Street at Pine</td>
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<td>914</td>
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<td>Unit 304</td>
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<td>1A</td>
<td>Hailey</td>
<td>3,810</td>
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<tr>
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<td>$1.40</td>
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<td>Suite 2L</td>
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<td>945</td>
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<td>H</td>
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<td>221 River St LLC</td>
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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 10/11/22 DEPARTMENT: Fire/Administration DEPT. HEAD SIGNATURE: MB/JH/LH

SUBJECT: Purchase of a Pierce PUC Fire Pumper Truck pursuant to the adopted FY 22-23 Municipal Budget

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Council adopted an Operations and Rolling Stock Plan as part of the FY 2022-23 Municipal Budget. That plan outlined the purchase of a new Pumper Truck spanning 3-5 fiscal years. Funds anticipated to pay for the purchase of the new pumper truck include Development Impact Fee (DIF) Funds, American Rescue Plan Act (ARPA) funds, Local Option Tax (LOT) funds and general funds. This new engine will replace a 20-year-old engine which is nearing the end of its reliable span.

The Fire Department has spent extensive time researching the needs and specifications of the new truck. See the attached memo from Deputy Chief Hoover on the specifications. See also the research conducted by Chief Baledge and Deputy Chief Hoover regarding the timeliness and practicality of purchasing an electric fire truck. That option is not recommended at this time, as the technology is new and still in the testing phase. For a small department with limited equipment such as Hailey, this would be a risky decision until these electric engines have more proven durability in our climate and to meet our fire needs.

Staff is recommending that the City enter into a lease agreement with Mountain West Bank to complete the purchase. City Treasurer Becky Stokes explored four different lease options with different lending institutions, and we recommend that the City enter into a lease agreement with Mountain West, as the overall terms presented are the most favorable. The City has previous experience in lease purchase with Mountain West Bank. Staff recommends the purchase be funded over five years, with an initial payment (down payment plus first installment) of $306,250 payable when final documents are executed (within the next 60 days). This initial payment would comprise the following funding sources: $180,000, from existing DIF funds; $112,500 from previously budgeted Fire capital funds; and $13,750 from ARPA funds. Over the following four years, the lease payments of approximately $112,500 per year would derive from the same funds, with DIF to be expended first as funds accrue each year.

![Cost Table]

The cost of this purchase will exceed $50,000 and is therefore subject to Idaho Statutes for formal bidding:

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However, the purchase is conforming with Idaho Statue 67-2807 for Cooperative Purchasing, wherein a political subdivision may participate in cooperative purchasing agreements with other government entities or associations thereof, or participate in cooperative purchasing established by an association that offers its goods and services as a result of a competitive solicitation. Staff and the City Attorney have reviewed the services of Sourcewell, a government operated cooperative purchasing organization performing competitive bid solicitations and found Sourcewell to conform with Idaho Statute. Additionally, we have requested a client list from Sourcewell and found them to be widely and currently used by other political subdivisions with the State of Idaho.

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

<table>
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<tr>
<th>Budget Line Item #</th>
<th>YTD Line Item Balance $</th>
<th>Estimated Hours Spent to Date</th>
<th>Estimated Completion Date</th>
<th>Staff Contact</th>
<th>Phone #</th>
</tr>
</thead>
</table>

Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

1) Motion to approve Resolution 2022-____, authorizing the Mayor to sign an agreement with Hughes Fire Equipment Inc, for the purchase of an Enforcer PUC Pumper in the amount of $705,186.00 and as per
the terms outlined in the letter dated September 15, 2022, from Hughes Fire Equipment, Inc. to the Hailey Fire Department.

2) Motion to approve Resolution 2022-____, authorizing the Mayor to sign a lease plan with Mountain West Bank in the amount of $705,186, with a down payment/initial payment of $306,250 when final documents are executed (within the next 60 days).

ACTION OF THE CITY COUNCIL:
Date ___________________________

City Clerk ______________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.):
Instrument # _______________________

*Additional/Exceptional Originals to: ________________
Copies (AIS only)
Pierce Manufacturing is the company that assisted HFD with building a spec that meets all our requirements. HFD’s Current E-513 has been an excellent engine for the 20 years of service to the City of Hailey and Blaine County. It is currently being used as a reserve engine and our first out engine if we are requested to help our neighboring departments. Some of the capabilities the old engine has is a 1,000-gallon water tank, 1,250 gallon per minute pump, a five-person cab, and the equipment used to protect structures if there is a wildland fire.

The new engine will come with similar capabilities and some upgrades. The new engine spec has a 1,000-gallon tank, 1,250-gallon per minute pump, a six-person cab, and more room for more equipment. More safety standards will also be included, such as airbags and alarm systems to ensure all doors are closed and everyone is wearing their seat belts, just like any new car. This new engine will be the new front-line engine for the City of Hailey and neighboring jurisdictions. Because of the new capabilities, it will be our first out apparatus for any fire-related incident.

Chief Baledge and I spent countless hours waying out our options for this new engine and what will be “the best bang for our buck.” One of the options we explored was the hybrid/electric version instead of the 100% diesel option. A couple of issues came with the new technology of an electric fire engine.

1.) The electric fire engine is still in the testing phase. A couple of larger areas have one and are currently testing, but those departments applied to test them. The Pierce Representative explained that they strategically picked willing departments around the county with different climates to ensure they would work, whether 100 degrees or -30.

2.) The overall cost would expect to double for the fire engine alone. With HFD spec, the price is $750,000; if we went with the electric option, it would have brought the price tag 1.5 million. That does not cover the infrastructure cost of the station charger and electrical system, which was estimated at around 200,000 dollars.

3.) Because the electric engine is still in the testing phase, the research and development department would be building the engine and not on the factory line. It would extend the build another year on top of the current 27-30 months expected.

4.) The last question I asked, “Would this apparatus be NFPA 1901 compliant?” I did not get a clear answer. Everything that makes a fire engine NFPA compliant would be there, but the code has nothing about hybrid/electric engines yet. The latest version of the NFPA 1901 code was released in 2016.

a. The National Fire Protection Association (NFPA) is an international nonprofit organization devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards. NFPA is the guild line which all fire departments do their best to follow.

Chief Baledge and I are for a hybrid/electric fire engine; just the technology is still new and untested. We will be working on preparing the department for the future, but right now is not the right time—the safety of our citizens and firefighters out ways the new technology.

Jamie Hoover
Deputy Chief
City of Hailey Fire Department.
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH HUGHES FIRE EQUIPMENT, INC. FOR THE PURCHASE OF A PIERCE PUC FIRE PUMPER TRUCK

WHEREAS, the governing body of the City of Hailey desires to obtain certain equipment (the "Pumper Truck") described in Purchase Agreement with Hughes Fire Equipment, Inc., the form of which has been available for review by the Hailey City Council prior to this meeting; and

WHEREAS, the Pumper Truck is essential for the City to perform its governmental functions; and

WHEREAS, City has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Pumper Truck; and

WHEREAS, the City of Hailey agrees to the terms and conditions of the lease, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO THAT THE MAYOR IS AUTHORIZED TO SIGN THE AGREEMENT WITH HUGHES FIRE EQUIPMENT, INC. FOR THE PURCHASE OF A PIERCE PUC FIRE PUMPER TRUCK.

Passed this 11th day of October 2022.

City of Hailey

______________________________
Martha Burke, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Hughes Fire Equipment Inc. (“Company”), and City of Hailey, a Municipality (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.
   a. “Product” means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
   b. “Specifications” means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
   c. “Company Proposal” means the proposal provided by Company attached as Exhibit C prepared in response to the Customer’s request for proposal.
   d. “Delivery” means the date Company is prepared to make physical possession of the Product available to the Customer.
   e. “Acceptance” The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $705,186.00 (“Purchase Price”). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 28.5 to 31.5 months of the Effective Date of this Agreement, F.O.B. Customer's facility in Hailey, Idaho. Risk of loss shall pass to Customer upon Delivery. Delivery of Product is subject to change pending manufacture’s delivery schedule at time of order placement. Notification of change will be sent to Customer’s address specified in Section 9 hereof. (b) Inspection and Acceptance. Upon
Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<table>
<thead>
<tr>
<th>Company</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hughes Fire Equipment Inc.</td>
<td>City of Hailey</td>
</tr>
<tr>
<td>910 Shelley Street</td>
<td>115 S Main Street, Suite H</td>
</tr>
<tr>
<td>Springfield, Oregon 97477</td>
<td>Hailey, ID 83333</td>
</tr>
</tbody>
</table>

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company’s authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company’s own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company’s control which make Company’s performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

a. Component Price Volatility. Company shall not be responsible for any unforeseen price increase enacted by suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of this Agreement. Any price increases for major components of the product will be passed through to the Customer and will be documented on a Change Order.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false
in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Federally Funded Purchases. Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened litigation that would impact its ability to fulfill the obligations committed herein.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company’s authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.  
CUSTOMER: City of Hailey

Name: ___________________________  
Name: ___________________________

Title: ___________________________  
Title: ___________________________

Date: ___________________________  
Date: ___________________________

Signature: ______________________  
Signature: ______________________
EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____________________________

Customer Name: City of Hailey

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Chassis / Body Type – Description</th>
<th>Price per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1)</td>
<td>Pierce Enforcer PUC Pumper KB787</td>
<td>$750,040.00</td>
</tr>
<tr>
<td>Less</td>
<td>Chassis progress payment discount</td>
<td>(10,511.00)</td>
</tr>
<tr>
<td>Less</td>
<td>Payment upon completion at factory discount</td>
<td>(7,412.00)</td>
</tr>
<tr>
<td>Less</td>
<td>100% prepayment with contract discount</td>
<td>(26,931.00)</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$705,186.00</td>
</tr>
</tbody>
</table>

Warranty Period: Standard per HFE Proposal KB787 submitted on September 15, 2022

Training Requirements: Standard per HFE Proposal KB787 submitted on September 15, 2022

Other Matters: A performance bond is included in the above price and will be provided after order placement.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% prepayment in the amount of $705,186.00 is due within 30 days of contract execution, an invoice will be provided. If payment is not made at this time $44,854.00, or a portion thereof, will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion of the apparatus at the factory and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF ________________. 2022 BETWEEN COMPANY AND CITY OF HAILEY WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.
EXHIBIT B

WARRANTY

STANDARD PER HFE PROPOSAL KB787 SUBMITTED ON SEPTEMBER 15, 2022
EXHIBIT C

COMPANY PROPOSAL

STANDARD PER HFE PROPOSAL KB787 SUBMITTED ON SEPTEMBER 15, 2022
September 29, 2022

Hailey Fire Department  
617 S. 3rd Avenue  
Hailey, ID

One (1) Enforcer PUC Pumper KB787

Hughes Fire Equipment Inc.  
910 Shelley Street  
Springfield, OR 97477

Hughes Fire Equipment Inc. is pleased to provide the attached proposals to Hailey Fire Department. Apparatus will comply with all specifications attached and make a part of this proposal.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Hughes Fire Equipment may charge a cancellation fee. No fee will be charged if cancelled within thirty (30) days of execution. The following charge schedule based on costs incurred may be applied: 10% of the Purchase Price after order is accepted and entered by Manufacturer; 20% of the Purchase Price after completion of the approval drawings; 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Hughes Fire Equipment endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Hughes Fire Equipment upon sale of the product to another purchaser, plus any costs incurred by Hughes Fire Equipment to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Hughes Fire Equipment requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Oregon. No additional terms or conditions will be binding upon Hughes Fire Equipment Inc. unless agreed to in writing and signed by a duly authorized officer of Hughes Fire Equipment Inc.

Sincerely,

Rex Hughes

Rex Hughes  
President  
Hughes Fire Equipment Inc.

I, [James Hoover], the authorized representative of Hailey Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.
September 15, 2022

Halley Fire Department, ID
One (1) Enforcer PUC Pumper K3517
Build Location: Appleton, WI

Proposal Price $750,040.00
Less chassis progress payment discount (10,511.00)
Less payment upon completion @ factory discount (7,412.00)
Less 100% pre-payment discount (26,831.00)
Total including all pre-pay discounts $705,188.00

Terms:

Price Expiration: The above pricing is valid until October 21, 2022.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 28.5 to 31.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

   i. Chassis Progress Payment Discount: The chassis progress payment in the amount of $350,373.00 will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

   ii. Payment Upon Completion at Factory Discount: If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

   iii. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory. The 100% pre-payment discount is valid for 90 days from quote unless interest rates change; at which time a notification of change will be given and a new quote will be issued.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order.

Consortium Purchase: The proposal is based on the apparatus being purchased through Sourcetool utilizing Contract No. 113021-OKC-1 valid until 2/10/2026. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond $1,833.00 may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtained, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, $5,000.00 may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for two (2) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the customer. If the customer elects to forgo an inspection trip $2,025.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. All purchase orders shall be made out to Hughes Fire Equipment Inc and must be signed and dated.
Return to Agenda
CITY OF HAILEY
RESOLUTION NO. 2022-__

A RESOLUTION OF THE HAILEY CITY COUNCIL AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL LEASE AND PURCHASE AGREEMENT.

WHEREAS, the City Council of the City of Hailey, Idaho (“Lessee”) desires to lease certain equipment (the “Equipment”) described within the Lease and Purchase Agreement and documents (collectively, the “Lease”) with Mountain West (the “Lessor”) the form of which has been available for review by the governing body prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions.

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

Section 1. It is hereby found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee.

Section 2. The Lease and the acquisition and financing of the Equipment under the terms and conditions as described in the Lease are hereby approved. The Hailey Mayor is authorized to execute, acknowledge and deliver the Lease with any changes, insertions and omissions therein as may be approved by the Hailey City Council, such approval to be conclusively evidenced by such execution and delivery of the Lease.

THIS RESOLUTION IS PASSED AND ADOPTED this 11th day of October, 2022.

City of Hailey

By: ____________________________
    Martha Burke, Mayor

ATTEST:

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

DATE: 10/11/22  DEPARTMENT: Administration  DEPT. HEAD SIGNATURE: LH

SUBJECT: FY 2022-23 Housing Capital Fund

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

While many of the initiatives related to the provision of housing involve land use code changes, tonight’s meeting focuses on Hailey’s FY 22-23 financial commitment to community housing. Through the years, Hailey has financially participated in Community Housing in two primary manners: contracts for services with housing nonprofits and long-term leases of city-owned land for housing projects.

For the first time, the Hailey City Council has set aside $500,000 in the FY 22-23 Capital Improvement Plan towards community housing. Tonight’s meeting will be the first of multiple Council discussions as to how to allocate those funds.

The Mayor is recommending that only a portion of the funds be allocated at this time. This is primarily due to the ongoing process underway with Hailey City staff to determine if any staff wishes to purchase one of the two units under construction on River Street that are earmarked as first priority for Hailey or Hailey assigns to purchase.

The Mayor recommends the following:

- Adopt the recommended Housing Assistance Policy for Hailey City Employees (separate funding source of $50,000, but integral to the policy discussion regarding housing affordability. - see additional agenda item in the Council packet on this matter).

- Fund up to $200,00 towards the purchase of Housing E-Note (bond) that enables first rights to place a Hailey employee in a 2- or 3-bedroom rental unit, plus an additional one or two units as negotiated by the parties. The Notes last for ten (10) years at an interest rate of 3%. At the end of the term, the City can choose to reinvest, or to pull the funds out for other purposes.

- Wait until January 2023 to allocate the remainder of the $500,000 so that the process is complete with City staff regarding staff interest in the purchase of the community housing units on River Street.

The City Council discussed this matter on September 26, 2022. The Council determined that a workshop was needed to discuss possible participation in the Landing for Local Program. Costs to participate are variable but are assumed at approximately $100,000. The workshop will be conducted on October 5, 2022.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #: YTD Line Item Balance $
Estimated Hours Spent to Date: Estimated Completion Date:
Staff Contact: Phone #
Comments:
ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

-------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2022-__, Interim Housing Policy and direct staff to bring back details on the municipal purchase of up to $200,000 in E Notes.

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ACTION OF THE CITY COUNCIL:

Date ___________________________
City Clerk ______________________________

------------------------------------------------------------------------------------------------------------ -------------------------------

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record     *Additional/Exceptional Originals to: ________________
Copies (all info.):    Copies (AIS only)
Instrument # _______________________
--234--
CITY OF HAILEY
RESOLUTION NO. 2022-__

A RESOLUTION OF THE HAILEY CITY COUNCIL ESTABLISHING AN INTERIM HOUSING POLICY TO GUIDE FY 2022-23 HOUSING CAPITAL FUND EXPENDITURES AND OTHER HOUSING POLICY DECISIONS

WHEREAS, the City of Hailey has been working on housing issues since 2010. While the 2010 Hailey Comprehensive Plan contains a stated goal related to community workforce housing, more detail is needed; and

WHEREAS, The City Council has funded an update of the Comprehensive Plan in the FY 22-23 budget. That plan will include a Housing Strategic Plan; and

WHEREAS, once a Housing Strategic Plan is developed, clear policy statements will be identified.

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

Section 1. It is hereby found and determined that an interim housing policy statement is needed to guide FY 2022-23 Housing Capital Fund expenditures and other housing policy decisions. The Interim Housing Policy shall be as follows:

The City of Hailey is committed to the following housing goals:

1) Work with existing and new employees who are struggling to find housing, are housing-burdened in their current housing situation and/or wish to move on the continuum towards home ownership.
2) Partner with housing organizations, local governments and others to increase community housing supply.
3) Strengthen and/or expand our partnerships with new and emerging community housing providers, including both rental and for-purchase housing.
4) Work with area employers on securing employee and community housing, particularly Hailey employers.
5) Continue to implement code changes that increase local community housing and market opportunities, and to modernize Hailey Codes so that housing opportunities are available, accessible and affordable to all.
6) Continue to promote housing diversity by enabling the production of a wide variety of housing types in applicable zoning district.

THIS RESOLUTION IS PASSED AND ADOPTED this 11th day of October 2022.

City of Hailey
--235--
By: ________________________________
Martha Burke, Mayor

ATTEST:

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

DATE: 10/11/22  DEPARTMENT: Administration  DEPT. HEAD SIGNATURE: LH

SUBJECT: Amendments to Hailey’s Personnel Handbook

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached Resolution includes proposed changes to the Personnel Handbook to a) add a new section regarding a Hailey Housing Assistance Policy and b) Amending Section IV.G to add Juneteenth as a recognized federal holiday and c) clarifying that Columbus Day is recognized in Idaho as Indigenous Peoples Day.

The Council discussed this matter at the October 26th Council meeting and continued the item to allow for more discussion. The question was raised by a Councilmember as to whether the program should apply to employees with mortgages as well as towards employee rent. The City of Sun Valley program allows for both, as the City does not want to discourage home ownership if that is a goal for the employee. Staff requested information from the City of Sun Valley as to the percentage of participating employees that were using the housing assistance benefit towards a mortgage versus rent. That information is proprietary and is not able to be disclosed- it is only known by the Third Party Administrator and not by the employer (City). Ultimately, Hailey City Council should decide if they wish to offer this program for both mortgage assistance (home ownership) and rental assistance. The recommendation of the Mayor is that the program be available for both mortgage assistance and rental assistance.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #_____________  YTD Line Item Balance $_____________
Estimated Hours Spent to Date: ________________  Estimated Completion Date: _______________
Staff Contact: ____________________________  Phone # ____________________________
Comments: __________________________________________________________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2022-____, authorizing an amendment to Hailey’s Personnel Handbook, to a) add a new section regarding a Hailey Housing Assistance Policy and b) Amending Section IV.G to add Juneteenth as a recognized federal holiday and c) clarifying that Columbus Day is recognized in Idaho as Indigenous Peoples Day.

ACTION OF THE CITY COUNCIL:

Date ____________________________

City Clerk ____________________________

FOLLOW-UP: __________________________________________________________________________
RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY
AUTHORIZING THE REVISION OF HAILEY’S HAILEY PERSONNEL HANDBOOK

WHEREAS, the City of Hailey desires to amend the City of Hailey Personnel Handbook (“Handbook”) to a) add a new section, Section IV.M, Housing Assistance Policy and b) Amending Section IV.G to add Juneteenth as a recognized federal holiday.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey amends Hailey Personnel Handbook Section as shown in the attached Hailey Personnel Handbook dated September 26, 2022.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that this Resolution be in full force and effect on September 26, 2022, following its adoption this _____ day of __________,, 2022.

City of Hailey

________________________________________________________
Martha Burke, Mayor

ATTEST:

________________________________________________________
Mary Cone, City Clerk
City of Hailey
Personnel Handbook

ADOPTED March 2, 2015

THE POLICIES IN THIS PERSONNEL HANDBOOK NEITHER CREATE NOR IMPLY A CONTRACT BETWEEN THE CITY AND ITS EMPLOYEES, NOR DO THEY GRANT ANY RIGHT TO GUARANTEED OR CONTINUED EMPLOYMENT.

This version of the Handbook supersedes and replaces all previous Personnel Handbooks and/or personnel policies followed by the City of Hailey.

Previous Personnel Handbooks were Adopted:
1993
1999
January 1, 2005
March 14, 2005
December 13, 2010
August 6, 2012
October 10, 2012

Amendments to the Adopted March 2, 2015 Handbook:

July 20, 2015:          Sections II.E and IV.B
August 3, 2015:       Sections III.C and IV.H
September 9, 2015:     Section IV- C
February 6, 2017:      Sections II(G.3) (R) (W) ; IV (B) (C) (L);
                        V; VI (B) (C); and Appendix C
October 16, 2017:      Section IV. H: Paid Time off Donations
March 2, 2018:        Section III.F: Relief Time for Exempt Employees
December 21,2018      Section III.E, III.F and IV.G: Overtime, Relief Time and Holiday Benefits
October 11., 2022 Ampend Section IV.G to add Juneteenth federal holiday’ clarify that Columbus Day is recognized as Indigenous Peoples Day, and new Section M, Housing Assistance Policy
October 11, 2022

Dear Prospective Employee (or employee),

This Handbook is intended to acquaint you with the employment practices of the City of Hailey. It is intended to assist you in carrying out your duties with the City by explaining the policies and procedures that affect your work, compensation, advancement, and daily routine. While it is not intended to be a restrictive set of regulations, this Handbook does establish certain policies that will ensure fair and equitable treatment of all concerned.

City officials wish to support the welfare and personal development of all City employees. We also want to help you in realizing your professional potential as you perform your City duties. We hope this handbook will help prepare you for the opportunities available to you through your affiliation with the City of Hailey.

From time to time, all employees will undoubtedly have questions about their duties or City policy. Please ask your Department Head or any other person in authority. You are also encouraged to offer your suggestions for improving our public services, simplifying our operations, saving materials or time, preventing accidents, reducing costs, or other ideas that will enhance the City as both a municipality and a workplace.

Each prospective and current employee should review this handbook carefully in order to understand what is expected of him/her, and also what he/she can expect of the City. Certain information is subject to change; revised pages will be distributed as changes occur for insertion into your personal Handbook.

The City appreciates the opportunity to work with you. The Mayor and your Department Head will do their best to provide a satisfying work environment for you. In turn, they count on you to remember that the City’s success and public relations depend upon you, your attitude, your cooperation, and your performance. Together we will work to serve our community to the highest possible standard.

Martha Burke
Mayor, City of Hailey
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I. City of Hailey Government

A. Organizational Structure. The City of Hailey is authorized by Idaho Code and the Idaho Constitution to provide public services to its citizens. The citizens elect a Mayor and four city council members to govern the City. Department Heads are hired and supervised by the Mayor to manage the delivery of public services. The Mayor may also hire a City Administrator to assist him/her in managing the business affairs of the City. For the purposes of this Personnel Handbook, any policies or decisions in which Mayoral discretion is involved may be delegated by the Mayor to a City Administrator. The Mayor (or City Administrator) may utilize risk management resources to assist in decisions, which resources include the City Attorney, insurance providers and contractors, and professional associations.

B. Employee Classifications. Individuals are considered employees of the City of Hailey when they receive a regularly scheduled salary or hourly wage from the City. They are grouped into four classifications according to the number of regularly scheduled hours in a workweek and the length of service commitment. Other City benefits and overtime pay/compensatory time are granted according to an employee’s classification. Employee classifications include the following:

1. “Exempt employees” are those who are exempt from the provisions of the Fair Labor Standards Act. They are ineligible for overtime pay or compensatory time off for hours worked beyond their regularly scheduled work week but may be eligible for other city benefits. This category consists of elected and appointed officials, volunteers, and Department Heads, and other employees qualifying as exempt employees under the Federal Labor Standards Act.

2. “Full-time non-exempt employees” are those covered by the Fair Labor Standards Act. They are paid on an hourly basis and regularly work at least 30 hours per week. They are eligible for all City benefits as well as overtime pay/compensatory time for hours worked over forty (40) hours in a workweek, except for qualifying law enforcement and fire protection employees.

3. “Part-time non-exempt employees” are those who regularly work less than 30 hours per week. They are not eligible for city benefits, except certain benefits specifically designed and approved by the city council for this class of employees. They are subject to the wage and hour limits of federal law.

4. “Temporary/seasonal employees” are those who work full-time for no more than five (5) months. They are not eligible for City benefits except certain benefits specifically designed and approved by the city council for this class of employees. They are subject to wage and hour limits of federal law, including overtime pay for hours worked over forty (40) hours in a workweek.

All of the above categories are eligible for worker’s compensation, as are non-paid members of appointed boards or commissions.

C. The Personnel Handbook. The City of Hailey’s Personnel Handbook explains the City’s key personnel policies and thereby provides an orientation to how the City works. The Handbook reflects City policy at the time of its distribution. All employees are expected to know, understand and follow these policies. The City, in its sole discretion, reserves the right to change, revise and amend any
provision, benefit or personnel policy in this Personnel Handbook at any time without advance notice to employees. Employees will, however, be immediately notified of any material policy change.

Potential employees are asked to read this Handbook prior to hiring in order to understand what the City expects of its employees. Individuals who accept employment with the City are required to sign an Acknowledgment of Receipt of the Personnel Handbook. (See “Acknowledgment Receipt,” item A in the Appendix). The Acknowledgement will be placed in the employee’s personnel file. If Handbook policies or guidelines are materially changed at any time, an Acknowledgment Receipt may again be required. Redistribution of the entire Personnel Handbook, revised pages, or certain sections may occur periodically to provide ongoing reinforcement of the policies in general and/or certain programs specifically.

Any violations of City personnel policies are subject to disciplinary action by the employee’s supervisor up to and including termination.

D. Department Manuals. Department Heads may establish department policies that specify the requirements of state laws as well as work standards and procedures particular to their department’s operations. These polices will often be more thorough in their detail pertaining to rules and regulations of each department. All department manuals are subject to the approval of the Mayor, with current copies distributed to the mayor’s office. Employees must know, understand and follow their department’s policies in addition to those set forth in the Personnel Handbook. If there is a perceived disagreement between the Handbook and Department policies, the employee should request clarification from his/her Department Head. If the employee is not satisfied with the Department Head’s explanation, he/she may request in writing that the disagreement be taken to the Mayor (or City Administrator) for resolution. Individuals who accept employment within a department having adopted department policies are required to sign an Acknowledgment of Receipt of the Department Policies. (See “Acknowledgment Receipt of Department Policies,” item B in the Appendix.) The Acknowledgement will be placed in the employee’s personnel file. If Department policies or guidelines are materially changed at any time, an Acknowledgment Receipt may again be required. Any violations by a departmental employee of his/her department’s policies are subject to disciplinary action by the employee’s supervisor up to and including termination.

II. General Policies

A. Goals for Employee Relations. The City endeavors to:
   - Treat all employees fairly and with respect for individual capabilities
   - Employ and promote on a performance basis
   - Maintain fair and competitive salary programs
   - Afford opportunities for advancement and professional development
   - Promote and support collaboration between employees

B. Goals for Customer Relations. Our customers are the citizens who pay our salaries and elect our officials. The goodwill and confidence of our citizens is essential to municipal government.
Therefore, it must be the goal of all City employees to:
- Deal fairly and honestly with citizens
- Handle citizen requests promptly and cheerfully
- Exercise tact, patience, and courtesy at all times
- Protect our citizens' rights to privacy and confidentiality
- Ensure that citizens receive full value in every service the City provides

Your consistent effort to make a favorable impression on citizens benefits us all. Every employee's manner and appearance, in addition to his/her technical expertise, contributes to the overall confidence the general public has in City government. Wherever an employee is, everything he/she does or says, whether on or off duty or City premises, can contribute to or detract from the City’s professional reputation.

C. Employment-At-Will. All non-elected employees of the City of Hailey are employees-at-will. Employment-at-will generally means that an employee has voluntarily entered into employment with the City of Hailey and is free to resign for any reason at any time, and that the City may terminate an employee’s employment for any reason at any time unless doing so is unlawful. By accepting and continuing employment with the City, an employee acknowledges that he/she is an employee-at-will. Your employment with the City is completely voluntary, is for an indefinite term and may be terminated by you or the City at any time for any or no reason and with or without notice. Your status as an employee-at-will may not be changed or modified by any practice or procedure of the City or other entities, or by any other document issued by the City, except by a written employment contract.

D. Equal Employment Opportunity. The City of Hailey is an Equal Employment Opportunity Employer. All employment decisions, including hiring, job classification, compensation, discipline, transfer, and discharge, will be made without discrimination based on a person’s race, ethnicity, religion, marital status, gender, sexual orientation, age, political affiliation, national origin or disability. The City values a diverse workforce and makes every attempt to hire from all segments of its population base. The City will attempt to accommodate individuals with disabilities unless the needed accommodation is unreasonable, would create undue financial hardship to the City, or risk harm to others.

E. Conflict of Interest. It is essential that City employees avoid conflicts of interest at all times. A conflict of interest occurs when a City employee, or a member of his/her household, might derive personal gain in carrying out the duties of his/her City employment. Employees are prohibited from using City property, equipment, supplies or services in ways that may promote their own gain or that of others. Nor may they promote their personal or family business interests while on the job. The rules governing conflicts of interest are established by Title 74, Chapter 4, Idaho Code, for general city purposes and Idaho Code §67-6506 for land use matters. An employee must disclose any potential conflict of interest to his/her supervisor, who may then consult with the City Attorney for advice on the matter and the supervisor shall file documentation regarding that advice to the employee’s personnel file.

F. Outside Employment. An employee engaged in secondary employment must notify his/her supervisor of the scope of work and declare any perceivable conflicts of interest. The situation shall be reviewed by the City Attorney and, if he/she determines that a conflict of interest exists, the employee
may not pursue the secondary employment. If the City Attorney determines that there is no conflict of interest, the supervisor shall put a written notice approving the secondary employment in the employee’s file based on the Attorney’s finding. This notice may be withdrawn at any time that a conflict is subsequently found.

With the type of services that the City performs, including emergency and disaster response and mitigation, it is expected to be necessary to call workers back to work before and after normal work hours have started or ended. Having an outside job could hinder an employee's ability to give needed care to his/her primary job with the City of Hailey. Because of this, outside employment is discouraged.

G. Anti-Harassment Policy. The City of Hailey does not condone and will not permit harassment, sexual or otherwise, on its premises. No employee shall harass a fellow employee, members of the public, vendors, contractors or representatives from other agencies or any other person interacting with a City employee during the workday. Respect for another person’s race, marital status, age, religion, ethnicity, national origin, sexual orientation, political affiliation, disability, gender identity/expression and gender is expected at all times.

1. Definition of Harassment. Harassment consists of conduct that has the purpose or effect of unreasonably and adversely impacting the performance of an employee in a protected class or creating an environment that is intimidating, hostile or offensive to a protected class. Harassment includes verbal, non-verbal or physical conduct of an abusive nature; written or electronic communications that may reasonably considered harassing; unwelcome remarks that show disrespect; or other behavior that may be reasonably viewed as inappropriate or offensive.

2. Sexual Harassment. Sexual harassment is unacceptable. Sexual harassment is found when a person in authority requires sexual favors of a subordinate as a basis of employment decisions. It is also found when there is any type of sexually oriented conduct by an employee that unreasonably affects another employee’s work performance or creates an environment that is experienced as sexually intimidating, hostile or offensive. Examples of such conduct may include but are not limited to requests or demands for sexual favors; unwelcome sexual advances; engaging in sexually oriented conversations, jokes, requests, demands, attentions, or physical contacts; or displaying sexually oriented visual materials, or other behavior that may be reasonably viewed as inappropriate or offensive.

3. Reporting Harassment. Any employee who believes he or she has been subjected to or witnessed unlawful harassment is urged to immediately ask the offending person to stop the unwanted behavior. If the situation is not thereby resolved, the employee should immediately inform his/her supervisor. If an employee is unable or afraid to confront the offending person, he/she should immediately seek assistance from his/her supervisor, the Mayor, City Administrator or the City Attorney. The employee may be requested to put the complaint in writing by the person to whom he/she reports the incident.

4. Harassment Investigation. A verbal or written report of harassment that is made to a Department Head, the Mayor, or the City Attorney will be promptly, impartially, and thoroughly investigated and documented. The City of Hailey prohibits retaliation against any person who, reasonably and in good faith, reports an incident of harassment or participates in an investigation of such. All complaints and
personnel actions will be kept confidential to the extent possible. If harassment is found, appropriate corrective and disciplinary measures will follow.

**H. Drug and Alcohol Free Workplace.** The City of Hailey is committed to a work environment free from problems originating from alcohol and drug abuse. To that end, employees shall adhere to the following:

- Employees shall not possess, distribute, sell, trade, use or be under the influence of alcohol, illegal drugs, or unlawfully obtained prescription drugs while on the job.

- Employees taking lawfully prescribed drugs or over-the-counter drugs that may adversely affect their performance in any way must inform their supervisor. Supervisors may, at their discretion, require such employees to take sick time during the period in which their performance is affected by taking the drug.

- Employees enrolled and participating in a supervised rehabilitation program, or who have completed such, and are no longer engaging in the use of alcohol or drugs while on the job shall be protected from discrimination and harassment through the Americans with Disabilities Act of 1990.

In a good faith effort to maintain a drug free workplace, Hailey will:

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

2. Establish an on-going drug-free awareness program to inform employees about –

   (a) The dangers of drug abuse in the workplace;
   (b) The City’s policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees in the statement required by paragraph (1), above, that, as a condition of employment, the employee will –

   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

4. Upon receipt of the notice under subparagraph (3)(b), above, employee’s supervisor shall provide notice to the City Clerk of the name and position of the employee who has been convicted for the sole purpose of complying with any applicable grant.
5. Take one of the following actions within 30 calendar days of receiving notice under subparagraph (3)(b), with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination; and/or

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

I. Unlawful Behavior by Employees. City employees shall not engage in unlawful activity of any kind while on duty. Unlawful behavior by an employee while off duty that would undermine the trust placed in him/her by his/her supervisor and the public cannot be tolerated and may be cause for termination.

If an employee is charged with a misdemeanor or a felony, he/she must immediately report the event in writing to his/her supervisor. The supervisor may determine if an investigation is required and will determine his/her response from the City’s point of view. The supervisor retains the discretion to discipline or terminate the employee based on his/her findings. An employee’s failure to notify his/her supervisor of such a situation provides grounds for immediate termination.

J. Preventing Workplace Violence. The City of Hailey is committed to maintaining a safe workplace. Any manner of threats or acts of violence by an individual toward another on City property will not be tolerated and must be reported immediately to the employee’s supervisor and the Mayor (or City Administrator). All reasonable reports of potential or actual incidents of workplace violence will be investigated and documented promptly, thoroughly and impartially. However, nothing in this policy shall prevent an employee from lawfully defending him/herself or others in appropriate circumstances.

K. Safety Standards. The City of Hailey is committed to a safe work environment for all employees. Each employee is responsible for complying with all safety standards, rules and policy that are established by the City, his/her supervisor and/or relevant outside agencies. Employees may be given job safety training relevant to their work responsibilities in accordance with state and federal law. Employees are asked to use and care for City property so as to safeguard themselves, their colleagues and the public. They are asked to be alert to and immediately notify their supervisor about any perceived unsafe conditions regarding City buildings, grounds or vehicles. (See Appendix D, City of Hailey Safety/Loss Prevention Policy.)

L. Safety Drills, Exercises, and Emergency Preparedness. Fire drills may be conducted periodically to ensure employees know the proper response for their own safety and the safety of members of the public who may be in the public buildings during a fire or emergency event. In case of fire, a rendezvous place outside of and at a distance from the public building shall be designated by each employee’s supervisor. City employees shall be periodically trained in other emergency response drills and exercises for the benefit of their own safety and that of the general public. (See Appendix E, Hailey Emergency Operations Plan.) City employees are expected to undertake emergency preparedness steps personally and to have clearly defined family emergency plans, so that they will be able to respond to
their public assignments during an emergency or disaster event.

**M. On-the-Job Injuries.** An employee must report any on-the-job injury immediately to his/her supervisor first, or the City Administrator, so that an accident report and worker’s compensation claim may be quickly filed. The employee may be required to sign a medical release form so that the City may process his/her claim. All employees are expected to report job-related accidents of which they are aware even if the accident does not involve them directly. In the event of an injury or fatality, the supervisor or City Administrator shall immediately notify the Mayor. The injured’s name shall not be released to the media until the family has been notified.

**N. Security.** City employees are issued keys, security combinations, and passwords for City property at the discretion of their supervisor. Accordingly, it is an employee’s responsibility to safeguard such items and to secure City property after him/herself. If an employee compromises the security of City property at any time, he/she shall immediately notify his/her supervisor first, or the City Administrator.

**O. City Records.** City records comprise all files, written documents, computer documents, and e-mail stored in City archives, City file cabinets, and offices, and City computers. All City records, except those protected under Idaho law as exempt, are public records and may be scrutinized by the public. Employees who use their personal electronic devices may be required to disclose public records in their personal electronic devices, unless exempt under Idaho’s public records law. An employee may not alter, destroy, distribute, delete or remove any portion of City records unless in compliance with Hailey’s records retention policy set forth in Hailey Resolution No. 2011-56, as amended, and after receiving direction from his/her supervisor. Supervisors have the right to read all contents stored on a City owned electronic device at any time and for any purpose. Deleted files or messages remain in the system memory and can easily be retrieved.

Employees shall know and comply with departmental policies that reflect state law about making records available to the public. Employees shall know which specific City records are confidential and may not be released without the written approval of the employee’s supervisor, or an order from a court of competent jurisdiction. An employee may not share confidential information verbally, electronically, or in writing unless his/her supervisor has given explicit consent to do so. City employees shall at all times respect the privacy of their co-workers and citizens when managing or processing a public record in which individuals are identified.

**P. Use of Electronic Devices.** Employee use of City owned telephones, faxes, computer software and equipment, and any other electronic device shall be chiefly related to City business. Excessive personal calls or media-use during work, regardless of the device used and regardless of whether it is City owned or personally owned, interfere with productivity and can be distracting to others. Employees are to exercise discretion in making or receiving personal phone calls, texts or other media use while at work. Excessive personal calls or media use during a work-shift are prohibited. To the extent that any electronic device, regardless whether it is City owned or personally owned, is used for personal reasons, such use must be limited in length, infrequent and preferably take place during scheduled breaks. Personal long distance or cell phone calls at City expense are prohibited at all times.

Cell phones, computers or electronic devices given to City employees, and the minutes and data billed to
Employees do not have an expectation of privacy or confidentiality in the use of City owned electronic devices and should expect that any information created, transmitted, downloaded or exchanged on such an electronic device may be accessed by the City at any time without prior notice to the employee.

Q. Use of Social Media.

1. Introduction. Social Media provides a valuable means of assisting the City and its personnel in community outreach and communication. The City also recognizes the role that social media tools play in the personal lives of City personnel. The personal use of social media can have a bearing on the City and its departments and personnel in their official capacities.

2. Definitions.

2.1 “City Websites” shall mean all websites that are owned, maintained, or controlled by the City on which information is posted for public viewing or use.

2.2 “Social Media” shall mean forms of electronic communication through which users create online communities to share information, ideas, personal messages and other content. Social Media pages are hosted by websites that authorize multiple users to establish, post content on and operate their own individual social media page. Technologies associated with Social Media pages often include picture and video sharing, wall postings, e-mail, instant messaging and music sharing. Examples of websites that host Social Media pages include, but are not limited to, Google and Yahoo Groups (reference, social networking), Wikipedia (reference), MySpace and Facebook (social networking), YouTube (social networking and video sharing), Flickr (photo sharing) and Twitter (social networking and microblogging).

3. Official Use of City Websites. The City Administrator or Department Heads will authorize the use of City Websites for specific public purposes. Social Media sites used by the City shall include an introductory statement that clearly specifies the purpose and scope of the agency’s presence and shall link to the City’s official website. Social Media content shall adhere to applicable federal, state and city laws, ordinances, regulations and policies, including all information technology and records management policies. Content is subject to public records laws, and must be managed, stored and retrieved to comply with open records laws. Sites shall clearly indicate that any content posted or submitted for posting is subject to public disclosure. The sites shall state that opinions expressed by visitors to the pages do not reflect the opinions of the City and shall also indicate that the City reserves the right to remove obscenities, personal attacks or off-topic comments. Personnel
assigned to represent the City or monitor content shall identify themselves as a City representative and conduct themselves at all times as City representatives by adhering to City standards of conduct. Such personnel shall not post, transmit, or otherwise disseminate confidential information, photographs or videos, and shall not conduct political activities or private business therein. Personnel shall observe and abide by all copyright, trademark and service mark restrictions in posting materials to electronic media.

Any hyperlink leading to a site that is hosted by a party other than the City of Hailey must contain the following disclaimer:

_By clicking this [link](link), you are now exiting the City of Hailey (or other City Department) website. The City of Hailey is not responsible for and has not confirmed the accuracy of the content of the linked website. By continuing on to the linked website, you are acknowledging that the City of Hailey is not liable for any damage resulting from your visit to the linked website._

4. **Personal Use of Social Media.** City personnel are free to express themselves as private citizens on Social Media sites to the degree that their speech does not impair working relationships of the City or its officials, interfere with an employee’s work performance, impede the performance of the employee’s duties, or negatively affect the public perception of the City or its departments. Personal use of Social Media during an employee’s work shift should be limited, infrequent and take place during lunch or scheduled breaks. Personnel are cautioned that content posted or viewed on Social Media, made on or off duty, pursuant to their official duties – _that is, that owes its existence to the employee’s duties and responsibilities_ – is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to the City. Speech through Social Media will reflect upon the official capacity of personnel. Employees shall not post, transmit or otherwise disseminate any information to which they have access as a result of their employment, nor shall they publish materials that could reasonably be considered to represent the views or positions of the City, without written permission from their supervisor. Employees shall not post information pertaining to any other City officials or personnel, without their permission. Employees shall not display City logos, uniforms, badges, or similar items which will identify them with the City, where any part of the Social Media site or page may contain any inappropriate materials, photos or language. Within the use of Social Media, employees’ speech shall not contain obscene or sexually explicit language, images or acts, or other forms of speech that ridicule, malign, disparage or otherwise express bias against any race, religion, gender or gender orientation, or any protected class of individuals. Employees should expect that any information created, transmitted or downloaded, exchanged or discussed on Social Media may be accessed by the City at any time without prior notice and that employees do not have an expectation of privacy in such content posted or viewed on Social Media. The misuse of Social Media by personnel, in any manner outside the rules of the City’s Personnel Handbook or its Department Policies, may be grounds for discipline or termination.

R. **Use of City Vehicles.** Employee use of any City vehicle is intended for City business and requires approval by the employee’s supervisor. Operators of a City vehicle must have a valid Idaho Driver’s License.

At no time shall an employee operate a City vehicle while under the influence of alcoholic beverages,
illegal drugs, or medication that impairs his/her ability to operate a vehicle, nor shall any employee consume any such alcoholic beverages, illegal drugs or medications eight (8) hours before the employee intends on operating or is scheduled to operate a City vehicle or while operating a City vehicle. Employees shall not smoke or use tobacco in City vehicles. Employees are required to observe all traffic laws at all times and to wear a seat belt when their vehicle is in motion. Employees are prohibited from texting while driving a City vehicle. For the purpose of this section, texting means engaging in the review of, or manual operation preparation and transmission of, written communications via handheld wireless devices, but does not include voice-operated or hands-free devices that allow the user to review, prepare and transmit a text message without the use of either hand, except to activate, deactivate or initiate a feature or function. Employees are also prohibited from using a mobile electronic device (i.e., a cell phone) while driving a City vehicle. For the purpose of this section, use of a mobile electronic device does not include the use of a hands-free cell phone, the use of a cell phone while a car is parked and outside of a traffic lane, the use of a cell phone by emergency personnel during a service call or during the performance of an essential public service function, use of a cell phone to report a life threatening or criminal act, or use of a cell phone to report an emergency, careless driver or a driver who appears to be under the influence of alcohol and/or drugs. Any traffic-related violations or crimes, fines, court costs, or court assessments incurred while using a City vehicle are an employee’s responsibility, except those arising from a condition of the vehicle or a vehicle malfunction not caused by the employee.

If an employee is involved in an accident involving a City vehicle, he/she must immediately report the accident to his/her supervisor first, or the City Administrator, (unless there are extenuating circumstances), notify the local police and readily exchange information with other parties. Personal property in a City vehicle is the responsibility of the property’s owner, not the City.

If a major breakdown occurs on the road requiring repairs that total more than $500.00 the employee is required to contact his/her supervisor first, or the city mechanic, before authorizing the repair.

S. Parking. Parking near public buildings where employees work is prioritized first for the disabled, then for general customer access and activities, then for safety of employees and/or equipment, and lastly for the convenience of employees. Employees are encouraged to walk, bike, car-share, or utilize public transportation to travel to and from their workplace. Employees are required to comply with posted time limits in the parking lot or at posted areas on City streets, and with other limitations that may be set by their supervisor.

T. Environmental Awareness. The City of Hailey supports business practices that help protect the environment. The City urges employees to recycle products, reuse items, and reduce consumption of disposable goods and environmental resources when possible. The City provides recycling containers for aluminum cans, glass, plastic, and paper at each of its buildings. Thermostats are generally set at temperatures to neither excessively heat nor cool the working spaces of employees. (See Appendix F, City of Hailey Sustainability Guidelines.)

U. Individual Work Area. Every employee is expected to maintain his/her workspace in a reasonably clean and neat manner. Confidential work should be protected before leaving the office. Employees
should exercise discretion toward others who may be impacted by the work area. The City will accept no liability for personal property taken from City premises.

V. Dress. Dress standards for employees are set by their supervisor. In the absence of stated dress standards, clothing must be appropriate for the employee’s responsibilities and shall present a professional appearance to the public. If uniforms are provided they should be kept neat, clean and mended at all times. Uniforms should be worn when an employee is on the job but not otherwise. Uniforms provided by the City are considered the property of the City and shall be returned to the City at the end of their useful life or when no longer needed by the employee for performance of their duties.

W. Smoke and Tobacco-Free Workplace. Idaho State law prohibits smoking in any public building. Smokers are required to smoke only on breaks and then only outside, at a distance of 20 feet from doorways. Tobacco use is expressly prohibited in all City vehicles and buildings.

X. Health and Wellness Programs. Employees are encouraged to utilize wellness programs available to them personally or through City programs and insurances. Employees should seek permission from their supervisors to participate in wellness activities offered during the work day.

Y. Disagreements. Disagreements refer to conflict situations between employees or between an employee and his/her supervisor that are not considered harassment, i.e., are not related to a protected class. The City would like disagreements to be resolved promptly and, if possible, informally. An employee involved in a disagreement is expected to make a sincere effort to amicably and satisfactorily resolve the disagreement.

The first step in resolving a disagreement is for the employee to discuss it with the person with whom there is a disagreement, whether that person is a colleague or his/her supervisor. In the case of an unresolved disagreement with a colleague, the employee should ask his/her supervisor to resolve the disagreement. In the case of an unresolved disagreement with his/her supervisor, the employee and his/her supervisor may take the issue to the Mayor for resolution. Although the Mayor may consult with risk management resources and/or the City Council, the Mayor’s decision will be final.

Z. Duty to Report. Employees have a duty to report specific matters, as described throughout this Handbook, to their supervisors. Any employee fulfilling his/her duty to report shall not be subject to retaliation or recrimination for submitting such reports.

III. Compensation Policy

A. Overview. Compensation levels for City employees are established through the annual budget process and may be subject to increase, reduction or status quo maintenance for any time period based on the availability of funds. The final decision regarding compensation levels rests with the Mayor. Employees are not necessarily compensated at budgeted compensation levels. Individual compensation is based on good performance and experience.

B. Hours of Work. Business hours for the City of Hailey are variable according to each department’s
needs. The workweek extends from 12:01 a.m. Friday through 11:59 p.m. Thursday. Employees shall be prompt, regular in their attendance and follow the work schedule set by their supervisor. Regular departmental business hours and work schedules may be adjusted during emergencies and disasters with assigned emergency response work schedules.

C. Pay Periods. There are 26 pay periods in a given year. Paychecks are distributed one week following the end of each pay period (Thursday) prior to 5:00 p.m. When that day is a holiday, the City may distribute paychecks on the day prior to the holiday. All employees, regardless of whether they are exempt, full-time non-exempt, part-time non-exempt or temporary/seasonal employees, are required to submit the number of hours worked by the employee during each day of the pay period. Employees are responsible for submitting documented hours worked during each pay period to their supervisor first, or the City Clerk, on the designated day for approval. Time sheets require the employee’s and the supervisor’s signature to be processed. Employees are expected to monitor the accuracy of their paychecks and report any inaccuracies they believe have occurred.

D. Payroll Deductions. Certain deductions are automatically taken from an employee’s paycheck, including Federal Income Tax, State Withholding Tax, Social Security (FICA), and State Public Employee Retirement withholdings. Other optional benefits may be authorized by employees for automatic payroll deductions, provided that the benefit has been approved for use city-wide. At no time will payroll deductions be made from an employee’s paycheck unless authorized by the employee or required by law.

E. Overtime and Compensatory Time. In general, the City discourages overtime worked beyond an employee’s regularly scheduled shift because of budget impacts and employee burnout. However, there will be cases where overtime is necessary to ensure the efficient and cost-effective operation of a City department. In all cases, overtime occurs only with prior supervisory approval, except in clear emergencies. Unauthorized overtime may subject an employee to corrective action.

The City prefers that employees recover overtime only through compensatory time off in order to minimize budget impacts. Days of compensatory time off should be requested at least one week in advance and may be taken only with supervisor approval. Exempt employees are not entitled to recover overtime.

Overtime accrual is capped at 100 hours per year for non-exempt employees. Employees are encouraged to request compensatory time off when their accrued hours exceed 40, in order to leave room under the cap for emergency response and unexpected workloads.

Overtime pay and compensatory time off accrue at 1 1/2 hours for each hour worked above 40 hours. Employees who normally work less than 40 hours per week receive straight compensatory time off or straight hours worked above their regularly scheduled workweek up to 40 hours. Time earned through work and holiday hours in excess of 40 hours per week will be paid at time and 1/2 rate.

Qualifying law enforcement and fire protection employees are subject to different rules for the calculation of overtime and compensatory time, which are described in their respective department policies.
In general, the Fair Labor Standards Act, available in the City Clerk’s office, will serve as the governing document regarding overtime and compensatory time policies.

**F. Relief Time for Exempt Employees.** In general, the City recognizes exempt employees may experience workload fluctuations as part of their normal employment and those fluctuations may result in hours worked during a pay period in excess of 80 hours. In order to offset the impact of these fluctuations excess hours may be carried forward and accrued as hours worked in a future pay period.

Hours earned through work and holiday hours in excess of 80 per pay period may be accrued as relief time on a one-to-one basis. Up to 24 relief time hours may be accrued per pay period with a maximum balance at any time of 80 hours. Utilization of the hours for time-off is subject to supervisory approval and scheduling considerations. Relief time hours are not eligible for compensation in the event of employment termination.

**IV. Benefits Policy**

**A. Overview.** The City wishes to provide employees with benefits that support personal and family needs and promote preventative health measures. Benefit packages reflect the City’s fiscal situation and the changing costs of benefit offerings. They are therefore subject to change based on market trends and availability of City funds.

**B. Health, Dental and Vision Insurance Coverage.** The City of Hailey provides comprehensive health insurance to full-time non-seasonal employees who regularly work 30 hours per week or more. Dental and vision insurance are provided to full-time non-seasonal employees who regularly work 30 hours per week or more, as well as to elected officials. Spouse and dependent coverage is optional at the employee’s expense. Employees may choose to be covered by a Medical Group Plan Option offered by the City of Hailey with a less expensive premium than is paid on behalf of other employees. The City shall make the savings in premium available to the employee through either a contribution to the employee’s HRA-VEBA account on a monthly basis, or a contribution to the employee’s dependent premiums when the dependent is also on the City’s group plan.

Insurance coverage begins on the first day of the month following the employee’s first 30 days of non-seasonal full-time employment, if enrollment documents have been fully completed by the employee. Employees are responsible for oversight of their claims. Continued health coverage is available to former employees at their own cost pursuant to federal law (COBRA).

**C. HRA/VEBA Benefit.** The City of Hailey provides a Health Reimbursement Account (HRA) in the form of a Volunteer Employment Benefit Account (VEBA) for eligible employees. The accounts are intended for use by employees under IRS 231 regulations and remain the employee’s property even after the individual is no longer employed with the City of Hailey. This program may be suspended due to budgetary constraints at any time by Resolution of the Hailey City Council. The benefit becomes active under the provisions of Section IV(B) and/or through equal contributions for eligible employees made during the last week of the first and seventh month of the City’s group medical insurance plan year.
Eligible employees must have completed five or more consecutive months of non-seasonal full-time employment prior to the month in which the semi-annual benefit is paid, and must also, on the first of the month during which the benefit is paid, be eligible for the city’s comprehensive health insurance group.

**D. Worker’s Compensation Coverage.** Worker’s compensation insurance covering job-related injuries is provided for all employees through the State Insurance Fund. An employee entitled to worker’s compensation may simultaneously receive payments from the City for previously accrued, eligible Paid Time Off (PTO) or Short-Term Leave (STL). Return to work will be authorized on a case-by-case basis following consultation between the employee, relevant medical personnel, the employee’s supervisor and the State Insurance Fund.

**E. Additional Benefits.** The City of Hailey may provide access to but not pay for other benefits. The City may also provide paid benefits in addition to those listed at the discretion of the City Council. A schedule of optional benefits, both paid and unpaid, available to employees is available from the City Clerk’s office.

**F. Retirement.** Employees who work 20 hours or more per week for five or more consecutive months are eligible for the Public Employee Retirement System of Idaho (PERSI) benefit program. The employee’s assessment consists of a percent (set by PERSI) of the employee’s gross pay. The assessment is deducted from employee’s paycheck beginning with their first date of pay and is exempt from Federal and State income taxes. The City also contributes to PERSI for each employee at a percentage set by PERSI. If the employee does not complete five consecutive months of employment, both the employee and the employer may request a contribution refund from PERSI.

**G. Holidays.** The City observes **twelve-thirteen (132)** holidays during the year as follows: New Year’s Day, Idaho Human Rights Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day (Columbus Day), Veteran’s Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve and Christmas Day. In addition, all employees receive one personal holiday to be used at their discretion following the first six months of their employment. City offices will be closed on holidays, and if a holiday falls on a weekend, City Hall will be closed the preceding Friday or following Monday as posted by State or Federal Banks. Other days during the year may be declared legal holidays at the directive of the Mayor. Full time temporary/seasonal, full time non-exempt and exempt employees are paid 8 hours for each holiday.

If employees eligible for Holiday pay are required to work specific holidays described below, they shall be compensated at time and ½ rate for those hours. Specific holidays compensated at the time and ½ rate are: New Year’s Day, Independence Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve and Christmas Day.

**H. Paid Time Off.** For the purpose of this section, only exempt employees and full-time non-exempt employees are eligible for PTO and shall be considered “eligible employees.” PTO is a set amount of paid hours to be used at an employee’s discretion. PTO is to be used for personal days, vacations, medical absences, or any reason the employee may need scheduled time off. An eligible employee is not obligated to use PTO for any absence during a scheduled pay period, if the employee
has worked eighty (80) hours in that scheduled pay period. A holiday falling on a PTO day is still considered a holiday and will not be subtracted from the employee’s PTO balance.

PTO is available to eligible employees and accrues from the start of employment in the following manner:

**PTO Accrual Schedule**

<table>
<thead>
<tr>
<th>Employment Time</th>
<th>Hours per Pay Period</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 6 Months</td>
<td>2.50 Hours</td>
<td>32.50</td>
</tr>
<tr>
<td>6 months to 1 Year</td>
<td>5.23 Hours</td>
<td>100.50</td>
</tr>
<tr>
<td>1+ to 5 Years</td>
<td>5.23 Hours</td>
<td>272</td>
</tr>
<tr>
<td>5+ to 10 Years</td>
<td>6.15 Hours</td>
<td>320</td>
</tr>
<tr>
<td>10+ to 15 Years</td>
<td>7.07 Hours</td>
<td>368</td>
</tr>
<tr>
<td>15+ to 20 Years</td>
<td>8 Hours</td>
<td>400</td>
</tr>
<tr>
<td>20+ Years and Greater</td>
<td>8.92 Hours</td>
<td>400</td>
</tr>
</tbody>
</table>

For any eligible employee, there shall be no change in the Hours per Pay Period and Maximum Accumulation due to overtime or other non-permanent schedule fluctuations. Eligible employees who previously worked for the City for five (5) consecutive years or longer as an eligible employee and who have been rehired, shall be credited with forty (40) hours PTO accrual at the satisfactory completion of their first six months of employment.

PTO may not be taken in advance of time awarded. All PTO is encouraged to be taken within a year of its receipt. An eligible employee exceeding the maximum accumulation designated by their employment time in the PTO Accrual Schedule shall cease to accrue PTO until the eligible employee has brought his/her accumulation below the pertinent Maximum Accumulation. At no time shall an accrual exceed the pertinent Maximum Accumulation for any eligible employee, unless exceptional circumstances exist and there is a recommendation by the mayor and approval by the city council.

An eligible employee should make a request for PTO in writing to his/her supervisor at least one week in advance of the requested PTO days. Supervisors will attempt to accommodate employee preferences for scheduled PTO, but first priority shall be the orderly functioning of City departments and ensuring sufficient personnel be on hand for anticipated emergency response. Should the use of PTO be needed to accommodate an illness or injury of such type that a written advanced notice is not able to be given, an employee shall notify his/her supervisor the evening before or as early as possible on the morning of an illness or injury. If the eligible employee does not have enough accumulated PTO for this absence, the remainder of the time off will be without pay.

If an exempt employee does not work eighty (80) hours per pay period, the exempt employee’s accrued PTO will be reduced by the number of hours for a partial or full day absence. However, an exempt employee’s salary shall not be reduced for a partial day absence for personal reasons, sickness or accident, even if the exempt employee does not have any accrued PTO.
Upon completion of the third consecutive workday of absence for the same illness or injury, the employee shall contact his/her supervisor and provide a required written statement from a medical doctor to continue the absence. Provisions of the Family Medical Leave Act (see Section IV, paragraph J) will continue to apply.

PTO Donation Program: Upon approval by the Mayor or Administrator, and on a case-by-case basis, PTO may be donated to another eligible employee of equal or lesser salary. Donations shall be for a specific cause, such as emergency leave, medical leave, family leave or similar. Donations shall be submitted on the authorized form and shall be deducted from the donating employee and credited to the receiving employee in the same pay period. Cumulative donations may not exceed the maximum permitted accumulation of PTO outlined in the PTO Accrual Schedule. Nothing in this program shall be construed as directing, encouraging or influencing any employee to donate time: donations are strictly voluntary. The recipient of the PTO will not be notified by the city as to who donated the PTO.

I. Short Term Leave. Short Term Leave (“STL”) is a benefit which shall only be utilized by employees hired before March 28, 2005, who have been continuously employed by the City since March 28, 2005 and who still have a retained STL balance. Use of STL is allowed only in the event of an employee’s inability to work due to personal illness or medical conditions pertaining to his/her own health. STL will not be available for use until after the third consecutive absence of scheduled workdays. The employee is expected to take PTO for the first three days of illness or medical absence, after which time, a written statement from a medical doctor is required to continue paid absence with STL. An employee lacking sufficient STL during an illness may utilize PTO or compensatory time for the illness if sufficient PTO or compensatory time has been accrued. The City of Hailey is only obligated to allow 12 weeks of absence in a 12-month period, including the days drawn from PTO, STL and compensatory time, as well as holidays and all other types of leave, including unpaid leave. An exception to this policy may only be granted by the Mayor under extenuating circumstances. While using unpaid approved leave, employees do not accrue PTO.

An employee may request conversion of up to 100 hours per year of STL to PTO at an exchange rate of 3 STL hours for one PTO hour. The employee shall identify the intended amount of STL requested for exchange. If STL remains unconverted or unused when an employee’s employment terminates for any reason, the City shall pay out the STL as PTO at the conversion rate of 3 STL hours for one PTO hour.

J. Family and Medical Leave Act. The City of Hailey is required by law to comply with the provisions of the Family and Medical Leave Act (“FMLA”). The FMLA stipulates that employees who have been employed by the City for at least one year and worked at least 1,250 hours in that year are eligible for the FMLA. The FMLA permits employees to take a maximum of 12 weeks of leave during a calendar year period a) for the birth and care of a newborn child of the employee, b) for the placement with the employee of a child for adoption or foster care; c) to care for an employee’s spouse, child or parent with a serious health condition, or d) to attend to their own serious health condition. A “serious health condition” means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

Even if both spouses work for the City, they may take only a total of 12 weeks leave per family. Leave
may be taken intermittently or on a reduced work schedule with the supervisor’s consent. An employee may be required to temporarily transfer to a position with equivalent pay and benefits that accommodates an intermittent or reduced schedule.

An employee eligible for the FMLA must first use all available PTO, STL (if applicable) and compensatory time before moving to unpaid status. An employee’s total time off shall not exceed 12 weeks, including the days drawn from PTO, STL (if applicable) and compensatory time as well as holidays and all other types of leave. While using the unpaid portion of FMLA approved leave, employees do not accrue PTO. In the event of an employee’s absence due to a health condition for which he/she receives worker’s compensation, the employee’s time away from work may be counted as leave under the FMLA if he/she is eligible for such leave and if his/her supervisor or the City Clerk has provided notification of the FMLA designation.

Employees may be required to show medical certification of a serious health condition to their supervisor in order to enjoy the benefits of the FMLA. If the City Administrator requests, employees may be required to obtain a second opinion about their health condition from a second health care provider whose fee will be paid by the City. If both providers agree, employees will be granted leave. If the first two providers disagree, the City will abide by a third opinion sought at the City’s expense. Any medical certification should include the date on which the serious health condition began, the probably duration of the serious health condition, the appropriate medical facts regarding the condition, an estimate of the amount of time the employee is needed to care for a family member, if applicable, or the time the employee will be absent from employment, and a statement that the employee is unable to perform the functions of the position of the employee, if applicable.

While an employee is on FMLA leave, the City and the employee shall each continue to pay their share of health insurance premiums. While on unpaid leave, the employee must pay his/her share of health insurance premiums by the end of the month prior to the premium being due.

An employee desiring FMLA leave must make a written request to his/her supervisor using the FMLA request form available at the City Clerk’s office. The form indicates the reason for the leave and its expected duration. If FMLA leave is foreseeable, employees must give at least 30 days’ notice to their supervisor. In cases where an absence is unforeseen, such as a personal or family accident or contagious disease, after either 3 days or 24 paid service hours, concurrent or not, the supervisor or City Clerk will send written notification to the employee advising that the absence falls under the FMLA.

The City of Hailey may request medical certification that an employee is fit to resume work. Employees returning from leave will be restored to their original or equivalent position if they are physically and mentally able to perform their previous duties at their previous level of competence. In cases where these conditions are not met, the City will attempt to place the employee in a position appropriate to his/her competence, subject to availability of funds.

This is only a brief description of the benefits available to employees under the Family and Medical Leave Act. Employees seeking further information should contact the City Clerk for a copy of the Act.
K. Other Types of Leave.

1. **Military Leave.** An employee requesting a leave of absence to meet military requirements shall be granted such leave by his/her supervisor without pay together with re-employment rights as provided by Idaho Code, State and/or Federal Law. Reservists may request that their vacations, or a portion thereof, be scheduled for the period of their military training.

2. **Bereavement Leave.** In the event of a death in an employee's immediate family, he/she will be allowed up to three (3) working days of paid bereavement leave. For the purpose of this section, three (3) working days shall be equivalent to the number of hours the employee normally works on the three (3) days during the employee’s normal scheduled pay period. Such leave must be approved by the employee's supervisor. “Immediate family” is defined as the employee's spouse and their parents, siblings, children (foster or adopted), grandchildren, grandparents, and anyone who had lived within the household of the employee for a period exceeding two years. Additional leave may be granted at the supervisor’s discretion from accrued PTO, compensatory time or as an unpaid leave of absence.

3. **Civil Leave.** Paid leave will be granted to full-time employees called to jury duty or to serve as a court witness. Employees are required to report daily court schedules to their supervisor, and report to work when required court attendance ends during their previously scheduled work shift. Employees will be compensated only for the hours required of them by the court, but no more than their regularly scheduled work shift.

4. **Leave of Absence.** If, for personal reasons, a full-time employee desires extended time off, the City may grant a leave of absence without pay for up to thirty (30) days following a written request by the employee to his/her supervisor. Requests to extend a leave must be submitted in writing to the employee’s supervisor at least ten (10) days prior to the expiration of the authorized leave. Permission for such leave and its extension requires Mayoral approval. If an employee does not return on the date specified, and has not requested and been granted an extension, the City will consider the employee to have resigned.

PTO will not accrue during a leave of absence. Group medical coverage will remain in effect during such leave if the employee continues to pay his/her portion of applicable premiums by the end of the month prior to the premium being due. If the leave extends beyond one month, the employee is expected to pay the full premium until he/she returns to work.

L. **Transfer of Benefits with Employee Transfer or Promotion.** A non-seasonal full-time employee who transfers from one department to another retains all benefits accrued to that date. PTO will continue to accrue based on the anniversary date of City employment, not the date of transfer. Performance reviews may be scheduled based on the employee’s transfer date. When seasonal, temporary or part-time employees are promoted to non-seasonal full-time employment, benefits eligibility will be based on the date of promotion, and performance reviews may be scheduled based on the promotion date. Before an employee is promoted to PERSI benefit status, a lay-off period of 30 days is recommended to avoid the financial and budgetary impacts of retroactive PERSI contributions required by PERSI of both the employee and City. In cases where a lay-off period has not occurred and
retroactive PERSI is required, other benefits, including health benefits, PTO and holiday pay remain subject to the promotion date, not the date to which PERSI must be back-paid.

M. Housing Assistance Policy

1. Overview. The City of Hailey wishes to incentivize its employees to reside within Hailey City limits. As incentive to locate within the City and to assist with the high housing costs that exist regionally, the City will provide housing assistance to permanent full-time employees who are deemed “Housing Burdened.” This determination is based on the U.S. Department of Housing and Urban Development definition of those that spend 30% or more of their adjusted gross income on rent or mortgage, utilities, and other relevant housing costs, with greater assistance available if the housing is within Hailey city limits. The Housing Burden definition is refined by the City’s criteria outlined under “PROCESS” below.

The City will provide housing assistance in the form of a monthly payment for qualified Exempt and Full-time Non-exempt employees, paid through the payroll process and subject to customary payroll deductions. The amount of this monthly assistance will be specified by the City Council and may be changed from time to time. The City Treasurer will maintain records of the most current monthly assistance amount. Housing Assistance may be used for mortgage or rental payments or other housing related costs.

2. Process. City of Hailey employees seeking assistance with housing payments will apply to the City’s Third-Party Administrator (TPA) following their standard application process. Within 30 days of receipt of a complete application, the TPA will determine qualification and notify the City of the employee’s Housing Burden.

**Monthly Housing Burden** is calculated as follows: **Monthly Housing Cost ÷ Adjusted Monthly Income.**

**Monthly Housing Cost:** The TPA will determine Housing Burden by first determining Monthly Housing Cost for the entire household, which will include:

A. Mortgage or rent payments;

B. Homeowners or rental insurance;

C. Homeowners’ dues (if separately paid for by the employee) that cover maintenance and repairs but NOT including discretionary recreation dues; and
D. Utility costs (including power, gas, water, sewer but EXCLUDING cable, satellite, internet and phone).

Adjusted Monthly Income (AMI): AMI will be determined using the employee’s anticipated income based on historic data and will include total gross monthly income from all other sources. The following allowable expenses will be deducted:

A. All federal, state and any local withholdings (including social security, Medicare, etc.), garnishments, child support payments, and alimony;

B. PERSI contributions **not** including any voluntary PERSI 401K contributions;

C. Health insurance costs; and

D. Childcare costs for households in which all adults are working, prorated (based on hours worked as a percentage of 40 hours/week) for part-time employment.

3. Target Monthly Housing Burden Reimbursement

The Target Monthly Housing Burden reimbursement is calculated as follows:

<table>
<thead>
<tr>
<th>Housing within City limits</th>
<th>Housing Outside City limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted Monthly Income x .3 up to a maximum of $400</td>
<td>Adjusted Monthly Income x .3 up to a maximum of $300</td>
</tr>
</tbody>
</table>

The TPA may also evaluate employees who anticipate a housing burden for reasons, including, but not limited to:

1) Expected change in housing needs because of an upcoming change in household size or needs (additional children, caregiving for additional adults, disability, loss of roommate or partner, etc.)

2) Expected relocation, including relocation into the City, loss of current
housing (owner sold rental property, lease not renewed, etc.), voluntary relocation to reduce commute, to reduce housing costs, and similar reasons.

Employees may pre-qualify for Housing Assistance for planning purposes but will not receive Housing Assistance until relocation actually occurs.

Following a determination that an employee is Housing Burdened, the City will be notified of the employee’s name and Housing Burden percentage. The employee will begin to receive assistance on the first payroll of the month following qualification and notice. Payroll disbursements are subject to standard withholdings and shall be expensed to the City’s Workforce Housing Fund. Housing Assistance will be provided as follows:

Employees receiving assistance must re-certify all financial information by April 30 of each year. The TPA will re-determine qualification following receipt of the information submitted and based on available funding.

The City will conduct an annual review of the Housing Assistance Policy to gauge effectiveness of the Policy. The City reserves the right to modify, amend or terminate the Policy at any time, with 30 days’ notice to Housing Assistance recipients.

Employees who receive assistance will sign an acknowledgement certifying that the personal financial information included in their application is accurate and true and that they agree to abide by the terms of this Policy. Employees must also acknowledge that any assistance received as a result of misleading or fraudulent information must be refunded in full and this may occur through payroll deductions, and that they may be subject to disciplinary procedures – up to, and including, termination.

An employee who ceases employment with the City shall be obligated to repay this assistance as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>Amount of Assistance to be Repaid</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-12 months</td>
<td>100%</td>
</tr>
<tr>
<td>13-24 months</td>
<td>75%</td>
</tr>
<tr>
<td>25-36 months</td>
<td>50%</td>
</tr>
<tr>
<td>37+ months</td>
<td>No repayment necessary because employee is fully vested.</td>
</tr>
</tbody>
</table>

Following 3 years of continuous employment with the City, all assistance received is ‘vested’ and does not require repayment.
Housing Assistance will terminate upon any one of the following conditions:

1) upon termination of employment with the City; or

2) failure to be deemed Housing Burdened under this policy, or as amended.

V. TRAVEL BENEFITS

A. Travel Time Reimbursement. Employees will be compensated at their normal hourly rate, up to a maximum of forty (40) hours per week, for time spent out of the office on City business. This includes travel time to and from the employee’s destination. When regular shift work of non-exempt employees is conducted within the same work week as the travel, time and a half compensatory time will accrue on the hours worked when the travel and work time are in excess of 40 hours. Supervisors of departments wherein shift accommodations can be made are encouraged to allow traveling employees to adjust their shifts not to exceed a 40-hour work week.

B. Allowable Expenses. Employees shall follow an established schedule of allowable travel expenses while on city business. These apply where there is no other form of allowance, stipend, or deduction. If an employee is reimbursed by an outside agency for costs, those costs shall not be also paid by the City. Allowable expenses should be pre-approved by administration and include the following:

1. Transportation to and from an employee’s destination, including necessary parking expenses.

2. Lodging expenses for a single room in accommodations associated with the city business being conducted, or in moderately priced housing, under a government rate when possible. Expenses for lodging shall be paid directly by the City, unless it is not possible, in which case the employee shall be reimbursed. These expenses shall not include room service or entertainment, and receipts are required for reimbursement. When making a reservation, tax exempt status should be requested. The employee will be supplied with an ST-104 (State Sales Tax Exemption form) for use when checking into the hotel.

3. Meals per day in the amount that is allowed under currently published IRS guidelines as non-taxable reimbursements, with allowed specific meal amounts deducted for meals provided by the conference or meeting hosts. No meal reimbursement or per diem is given for single-day official travel of fewer hours than the employee’s regularly scheduled work day. When single-day travel is at least 8 hours, or in the case of 10-hour shift employees, one meal reimbursement or meal per-diem shall be paid. When first or last day travel is less than 8 hours, that day shall be paid at 75% per diem except when the combined first and last day of travel is 16 hours or greater, then full per diem shall be paid for both days.

Employees will be paid allowable per-diem amounts in advance of travel when travel is fully authorized by the employee’s supervisor and submitted to the city clerk 14 days in advance of travel. Employees who are issued a credit card may charge expenses up to the allowed amounts.
but will not then receive paid per-diem. Charges for meals, incidentals, and tips up to 20% may be made on City credit cards, but not charges for entertainment or alcoholic beverages, even when with a meal. Credit card charges without receipts shall not be paid by the City unless extenuating circumstances are documented per Section V(V (B.4). Credit card use is subject to Hailey’s Credit Card Policy (See Appendix C, City of Hailey Credit Card Policy).

4. Other travel related expenses approved in advance in writing by the supervisor. A supervisor shall provide to the Mayor or City Administrator written explanation of the extenuating circumstances and reasons any travel expense or benefit not authorized under this policy should be paid.

City vehicles may be used only for official use during city business trips. Official use of vehicles includes travel:
(a) Between places of official business;
(b) Between such places and places of temporary lodging;
(c) Between either of the places identified in paragraph (a) or (b) of this section and restaurants, drug stores, barber shops, cleaning establishments, places of worship and similar places necessary for the sustenance, comfort, or health of the employee to foster the continued efficient performance of government business;
(d) Transport of passengers engaged in official government business; or
(e) As otherwise authorized in advance by a supervisor.

A supervisor may allow an employee to take a city vehicle to his home overnight before or after a city business trip if the trip mileage from the employee’s home is less than the trip mileage from work and if the vehicle is not otherwise needed. Personal vehicles may be used for city approved travel. When employees use a personal vehicle for official travel, the City will reimburse employees at the rate set by the IRS for use of personal vehicles while on City business. Miles eligible for reimbursement in a personal vehicle are limited to official travel, which includes only those uses (a) through (e) of this section. When an employee travels by air or other common carrier, a rental vehicle may be contracted at the city’s expense for official business only when public transportation is not available, practical or safe. When a vehicle is rented for official city business, it is considered a fleet vehicle. All the rules that apply to fleet vehicles apply to rented vehicles. Extra insurance should not be purchased for the rented vehicle. If the rented car is used for excursions that are not city business or for carrying a passenger not on official business, the vehicle shall be rented personally by the employee, with miles eligible for reimbursement limited to official travel, which includes only those uses (a) through (e) of this section. Mileage reimbursement will be requested upon the City’s expense form, reviewed and approved by the supervisor. An employee may not apply for reimbursement of mileage for any personal use of any vehicle.

In all cases, reimbursement claims must be submitted by an employee to his/her supervisor. Itemized bills or receipts must be attached and accompanied by a brief written explanation of the date and place of the expenditure, number of people housed, supplies purchased, expenses incurred, purpose of the city business, conference or meeting, etc., with the meeting/conference agenda attached. A separate summary of total trip costs shall be attached to each reimbursement claim.
The City provides bodily injury and property damage automobile liability insurance, uninsured and underinsured motorist, physical damage comprehensive and collision coverage for City vehicles. Personal vehicles used during official City business are required to carry minimum liability limits of $100,000 per person and $300,000 per accident.

VI. Professional Development

A. Overview. The City encourages all employees to strengthen their professional skills and may assist them in doing so by paying for approved professional development in their field of employment. Professional development may include seminars, books, audiotapes, certification programs and other items determined at supervisor discretion.

B. Required Development. When an employee is required to pursue professional development directly related to his/her assigned duties, the City will pay for tuition, materials, transportation, and accommodation expenses. Employees will also be compensated for education time in formal courses up to eight (8) hours per day and up to forty (40) hours per week. The City will pay examination fees and provide time off with pay for examinations that fall within the normal workweek, up to two times for the same exam. Certification and renewal fees required by the City will be paid directly by the City on behalf of the employee or reimbursed.

C. Voluntary Development. When an employee voluntarily seeks professional development, tuition may be paid or partially paid at the supervisor’s discretion based on whether the development outcomes or a portion of them will benefit the City and subject to the availability of funds in the Department’s budget. The employee will not be compensated for travel and accommodation expenses. Time-off without pay may be granted at the supervisor’s discretion.

Employees wishing to take advantage of optional development should make a written request to their supervisor. Since training funds must be split among employees there may be a waiting period for all employees to participate. The department head will set priorities for training needs within his/her department. Fees for registrations and certifications that are not requested by the City will not be reimbursed.

D. Professional Societies. Subject to the availability of funds, the City will pay the annual dues and travel expenses to technical and professional organizations for full-time employees when such participation has been requested by the City. Employees may request to join additional work-related organizations, and the City may pay for annual dues and travel expenses.

E. Cross Training. In order to provide better service and additional employment stability, employees may be temporarily assigned to other service areas within the City. This provides cross training, a better working knowledge of all facets of the City government to each employee, better utilization of personnel, and diminishes potential lay-offs.
VII. Hiring Policy

A. Equal Employment Opportunity Policy. The City of Hailey is an Equal Opportunity Employer and will not discriminate on the basis of association with any group protected by federal or state law, including person’s race, ethnicity, religion, marital status, gender, sexual orientation, political affiliation, age, national origin or disability. Nor will the City discriminate on the basis of personal handicap, unless the handicap is directly related to job performance.

B. Nepotism Prohibition. No person shall be employed by the City of Hailey when the employment would violate the anti-nepotism provisions of Idaho Code. In general, these provisions prohibit City employees from hiring any person related to them by marriage or blood within the second degree. Any such hiring, whether accidental or not, may be voided by the Mayor at any time. In no case may a person be hired or appointed to a City position who is related to the Mayor or a member of the City Council by blood or marriage within the second degree.

C. Veteran’s Preference. In accordance with Idaho law, the City of Hailey gives employment preference for open positions to U.S. armed services veterans who were honorably discharged and are bona fide residents of the State of Idaho. In the event of equal qualifications for an available position, a veteran qualified under this code will be employed.

D. Transfers. Employees interested in applying for openings in other departments should inform their supervisor prior to completing an application for the job. There will be no repercussions for seeking a transfer.

E. Job Postings. All open positions shall be noticed to the public and City employees, except where an employee is to be promoted, or where an individual with specific qualifications has been actively recruited by a city recruitment process.

Notice may occur for a minimum of one week by posting on City bulletin boards, the City Website, and the local Job Service Office. City employees may file a Letter of Interest in the position during the notice period. They will experience no repercussions for seeking another City job.

VIII. Performance Management

A. Employee Appraisal. Employees may be given a written performance evaluation by their supervisor on an annual basis or at any time during the year. Newly hired and newly promoted employees may receive an appraisal within six months of their start date. The purpose of the appraisal is to provide employees with constructive feedback on their performance, including progress toward goals. Prior to the appraisal, the employee’s supervisor may ask him/her for information to substantiate productivity or performance and may use this in the appraisal.

B. Promotions. Promotions are tools to recognize employee performance, ability, development, and career goals. They are earned rather than automatically granted. In general, the City’s goal is to
promote employees who seek increased responsibility and demonstrate the skills, competence, commitment and potential for successful performance in a new position. The City also desires a good match between employees and available positions. Thus, while the City wishes to provide opportunities for continuing career growth and development, such opportunities are not guaranteed.

C. Corrective Action. The City relies on corrective actions for employees whose performance and/or behavior does not conform to what is expected. These actions enable a supervisor to address non-productive employee performance in a variety of appropriate ways, including encouraging remediation where possible.

D. Personnel Files. The City Clerk maintains three personnel files for each employee which are kept confidential by law. One file contains “administrative” personnel information regarding payroll, compensatory time, vacation days, sick leave and other types of leave, worker’s compensation payments, alien status and PERSI. The second contains “qualitative” information regarding an employee such as employment applications, resumes, appraisals, awards, warnings and letters of commendation. A third secure file contains medical information concerning an employee and is maintained by the City Clerk. Those authorized to review personnel files include an employee's supervisor, clerical payroll personnel, the Mayor, the City Attorney and the employee him/herself.

Employees may request at any time to review their personnel files. The review must take place on City premises on the employee’s own time in the presence of his/her supervisor or designee. Employees may request and will be given copies of any materials in their personnel file without charge within three days of requesting the information. Employees may contest the contents of their qualitative personnel file by submitting a written objection and explanation to their supervisor. These will be included in the file. Offending material may be removed from the employee’s file by the supervisor if the material is found to be inaccurate or misleading upon review by the Mayor (or City Administrator) in consultation with the City Attorney.

Employees are required to keep their administrative file current by notifying their supervisor or the City Clerk of any change in their personal data. They may, at any time, submit documents, certificates of training, letters of appreciation and other items relating to job performance to their supervisor for inclusion in their files.

E. Employment Verification and Reference Inquiries. Requests for employment verifications and/or references shall be responded to in writing by the supervisor or the City Clerk’s office, and shall include only name, position, period of employment, salary range, and shall be incorporated into the personnel file of the employee. Other information may be provided only if the employee gives permission through a written release of liability. Exceptions to this policy would be court subpoenas to provide information or upon lawful order of a court of competent jurisdiction.

IX. Separation from Employment

A. Retirement. The City’s retirement policy complies with federal and state requirements for mandatory retirement and the obligations of the State of Idaho Public Employee Retirement System.
B. Resignation. Employees are asked to indicate, in writing, their intent to resign their position. Oral resignations will be treated as leave without approval, unless authorized by the employee’s supervisor. Oral resignations will be noted in writing and placed in the employee’s file. Employees who take leave without approval may be terminated for "job abandonment" after three (3) days of such leave.

C. Reductions in Force (Lay-Offs). The City reserves the right to reduce the workforce when financial conditions require it. Decisions about the functions to be reduced are solely at the discretion of the Mayor and the City Council. The City shall provide as much notice to employees as possible, but no less than 30 days, regarding lay-offs.

D. Separation. The following procedures apply to all terminating employees:

1. City Property. All city property (keys, tools, credit cards, City I.D., passwords, etc.) must be returned to the employee's supervisor or the City Clerk before a final paycheck will be issued. A supervisor may present or mail the employee an invoice for the value of any missing property discovered after the paycheck was issued.

2. Insurance. An employee wishing to convert his/her group insurance without a lapse in coverage must complete the appropriate forms within five (5) days following separation.

3. Forwarding Address. The employee must notify the City Clerk of any change of address so that his/her withholding form (W-2) and other important documents may be forwarded.

4. Exit Interview. The supervisor may conduct an exit interview with the employee in order to constructively critique the vacated position and determine whether elements of the position description might be modified.

5. Letter of Acknowledgement. Representatives of the City may write a letter of confirmation, recognition of achievements, appreciations based on factual accomplishments, certifications, ratings, pay, skills, appraisals, or documents received regarding an exiting-City employee. No such letters may speculate on the future performance of the individual, however.

6. COBRA Benefits. Employees who currently receive medical benefits may be eligible to continue those medical benefits at their own expense for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
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