

**AGENDA OF THE  
HAILEY CITY COUNCIL MEETING  
Monday October 24, 2022 \* Hailey City Hall Meeting Room**

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

**ACTION ITEM**.....

Hailey City Council Meetings are open to the public

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

**CONSENT AGENDA:**

<a href="#">CA 345</a>	Motion to adopt Resolution 2022-096, authorizing the Mayor's signature on City of Hailey Wastewater Planning Grant No.: WWG-458-2023-18 with the Idaho Department of Environmental Quality in the amount of \$43,000 for a Wastewater Facility Planning Study. <b>ACTION ITEM</b> .....	1
<a href="#">CA 346</a>	Motion to adopt Resolution 2022-097, authorizing the Mayor's signature on City of Hailey Drinking Water Grant No.: DWG-277-2023-28 with the Idaho Department of Environmental Quality in the amount of \$75,255 for a Drinking Water System Planning Study <b>ACTION ITEM</b> .....	18
<a href="#">CA 347</a>	Motion to ratify a grant application to the US Department of Transportation Reconnecting Communities Pilot Grant Program requesting \$80,000 for a transportation planning study to reconnect our community. <b>ACTION ITEM</b> .....	35
<a href="#">CA 348</a>	Motion to approve Resolution 2022-098, amending the Public Art Mural License Agreement to reflect the payment schedule for the Hop Porter Park Mural and legal name of the artist, Juan D. Estrada. <b>ACTION ITEM</b> ...	54
<a href="#">CA 349</a>	Motion to approve Resolution 2022-099, authorizing a contract for services with Frederick Allington, Esq. in the amount of \$50,636 for prosecution of misdemeanor services for FY 22/23 <b>ACTION ITEM</b> .....	63
<a href="#">CA 350</a>	Motion to authorize the Mayors signature on the Baseline Conditions Report related to the recently approved Croy Canyon Conservation Easement (Resolution 2022-092) related closing documents for Oct 25 <sup>th</sup> closing <b>ACTION ITEM</b> .....	72
<a href="#">CA 351</a>	Motion to adopt Resolution 2022-100, authorizing a Memorandum of Understanding between Blaine County and the City of Hailey for snow removal services <b>ACTION ITEM</b> .....	165
<a href="#">CA 352</a>	Motion to adopt Resolution 2022-101, authorizing the Mayor's signature on Task Order #10 with HDR Engineering, in the amount of \$12,860, to provide a Technical Memorandum regarding phased implementation of membrane bioreactor (MBR) technology to increase Hailey Woodside WRF capacity. <b>ACTION ITEM</b> .....	171
<a href="#">CA 353</a>	Motion to approve <u>installation</u> bidding of the Woodside Ultraviolet (UV) Disinfection Equipment. <b>ACTION ITEM</b> .....	180
<a href="#">CA 354</a>	Motion to adopt Resolution 2022-102, authorizing an on-call agreement with Jacobs Engineering, to provide comments on traffic control revisions, amounts define in specific task orders forthcoming. <b>ACTION ITEM</b> .....	183
<a href="#">CA 355</a>	Motion to accept lease documents related to the Pumper Truck Lease with Mountain West Bank approved on October 12, 2022, with Resolution 2022-093 <b>ACTION ITEM</b> .....	190
<a href="#">CA 356</a>	Motion to reopen Area of City Impact negotiations with Blaine County and to submit to the Planning and Zoning Commission three questions as set forth in Idaho Code 67-6526(3)(b), and set a 90-day time period on the recommendation. <b>ACTION ITEM</b> .....	215
<a href="#">CA 357</a>	Motion to approve the Findings of Fact, Conclusions of Law, and Decision for a Zone Change 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) ACTION ITEM .....	223
<a href="#">CA 358</a>	Motion to approve minutes of October 11, 2022 and to suspend reading of them ACTION ITEM .....	237
<a href="#">CA 359</a>	Motion to ratify claims for expenses paid in October, 2022 ACTION ITEM .....	244
<a href="#">CA 360</a>	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 .....	248
<a href="#">CA 361</a>	Motion to approve unaudited Treasurer's report for the month of September 2022 ACTION ITEM .....	277

#### **MAYOR'S REMARKS:**

MR 000

#### **PROCLAMATIONS & PRESENTATIONS:**

PP 362 Presentation: Bob McCleod, Blaine County Museum (no documents)

#### **PUBLIC HEARING:**

<a href="#">PH 363</a>	Consideration of Ordinance No. ___, an Ordinance amending Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment to change the parking requirement for theatres from one (1) parking stall per 4.5 persons to one (1) parking stall per one thousand (1,000) square feet of gross building area. The Applicant, Williams Family Trust, requests the text amendment to support the viability of a movie theatre business at 801 N. Main Street (Lots 2, Block 2) in the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts. ACTION ITEM .....	287
<a href="#">PH 364</a>	Consideration of Resolution 2022-_____, on a Second Amended Development Agreement to Saddle River Subdivision (105 & 111 Empty Staddle Trail, and 801 N. Main Street), submitted by Williams Family Trust, to account for the amendment to Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment, which reduces the parking requirement for movie theatres. ACTION ITEM .....	298

#### **NEW BUSINESS:**

<a href="#">NB 365</a>	Discussion of a request by Clear Creek Disposal for commercial and residential solid waste/curbside recycle rate increase based on several key inflationary factors. Residential rate increase is requested at 6.6%. Commercial rate increase is requested at 9% , and consideration of Resolution 2022-___, a resolution amending Section 5.c of Resolution 2021-045, Clear Creek Franchise Agreement regarding Hold Back provision. ACTION ITEM .....	305
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#### **OLD BUSINESS:**

<a href="#">OB 366</a>	Consideration of Ordinance No. 1307, a City-initiated Text Amendment to the Hailey Municipal Code, Title 12: Streets, Sidewalks, and Public Places, Chapter 12.04 Public Sidewalks, Pathways and Streets and Snow Removal, Section 12.04.010: Definitions, to amend the definition for Improved Pathway, and Section 12.04.060: Motorized Vehicles, to amend this standard to allow for electric bicycles and alternative electric motored vehicles. ACTION ITEM .....	369
<a href="#">OB 367</a>	2 <sup>nd</sup> Reading of Ordinance No. 1312, zoning map change Section 17.05.020 ACTION ITEM .....	385
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 - 1313      Next Resolution Number- 2022-103



**AGENDA ITEM SUMMARY**

**DATE:** 10/24/22

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY \_\_\_\_\_

**SUBJECT:** Motion to adopt Resolution 2022-\_\_\_\_, authorizing the Mayor's signature on City of Hailey Wastewater Planning Grant No.: WWG-458-2023-18 with the Idaho Department of Environmental Quality in the amount of \$43,000 for a Wastewater Facility Planning Study. **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Idaho Department of Environmental Quality has awarded a \$43,000 grant to the City to prepare a wastewater facility planning study. This grant requires the City to match 50% of the total project cost, which is estimated to be \$86,000. The total portion of the funding that the City will contribute is \$43,000.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2022-\_\_\_\_, authorizing the Mayor's signature on City of Hailey Wastewater Planning Grant No.: WWG-458-2023-18 with the Idaho Department of Environmental Quality in the amount of \$43,000 for a Wastewater Facility Planning Study. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

**CITY OF HAILEY**  
**RESOLUTION NO. 2022-\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING A GRANT AGREEMENT WITH IDAHO DEPARTMENT OF  
ENVIRONMENTAL QUALITY, IN THE AMOUNT OF \$43,000, FOR A  
WASTEWATER COLLECTIONS SYSTEM PLANNING STUDY IN THE CITY OF  
HAILEY.**

WHEREAS, the City of Hailey desires to evaluate the current wastewater collections system and develop a plan for needed improvements,

WHEREAS, the City of Hailey desires to enter into a grant agreement with the Idaho Department of Environmental Quality, in the amount of \$43,000, to develop a facility planning study,

WHEREAS, the City of Hailey and the Idaho Department of Environmental Quality agree to the terms and conditions of the agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the agreement between the City of Hailey and the Idaho Department of Environmental Quality, and that the mayor is authorized to execute the attached agreement.

Passed this 24th day of October, 2022.

City of Hailey

\_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk



STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

1410 N Hilton Street, Boise, ID 83706  
(208) 373-0502

Brad Little, Governor  
Jess Byrne, Director

October 17, 2022

Electronic Delivery: [martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org)

The Honorable Martha Burke  
City of Hailey  
115 S Main Street, Suite H  
Hailey, Idaho 83333

Subject: City of Hailey Wastewater Planning Grant No.: WWG-458-2023-18

Dear Mayor Burke:

We are pleased to inform you that your application for a State wastewater system planning grant has been approved. The grant will be used to prepare a wastewater planning document in accordance with the Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities, IDAPA 58.01.22, to evaluate the current wastewater system and develop alternatives for any needed improvements.

Attached for your review is a set of wastewater system classification worksheets for your use in determining the future classification of your system. Many modifications result in increased system complexity, which in turn require a higher system classification and operator certification. This may be a significant factor to consider during the planning effort. The updated system classification information should be developed in concert with your consultants, and submitted to Jeremiah Fenton at the address shown in the forms. He will issue a preliminary classification, which should be included in the planning document. We recommend that you also communicate with your responsible charge operator and substitute responsible charge operator regarding the level of system and operator classification that may be required should any of the proposed improvements developed in the planning document come to fruition. Should you have any questions regarding system classification, please contact Jeremiah Fenton at (208) 373-0551.

Please pay close attention to Section VIII Special Conditions. Please review this document and if you find it satisfactory, sign and return the documents on or before 60 days from the date of this grant offer to Alicia Tapia Campos at [alicia.tapiacampos@deq.idaho.gov](mailto:alicia.tapiacampos@deq.idaho.gov).

If you have any questions regarding this grant, please contact Alicia Tapia Campos at (208) 373-0210 or [alicia.tapiacampos@deq.idaho.gov](mailto:alicia.tapiacampos@deq.idaho.gov).

Sincerely,

*Nicolas Hiebert*

Nicolas Hiebert, P.E.  
Senior Water Quality Engineer

City of Hailey Wastewater Planning Study No. WWG-458-2023-18  
October 17, 2022  
Mayor Burke  
Page 2 of 2

Encl. ARPA Wastewater Grant Agreement  
Wastewater Classification Worksheet

EDMS No.: 2022ALN2614

ec: Jerri Henry, DEQ State Office  
Matthew Plaisted, PE, DEQ State Office  
Bill Hart, DEQ State Office  
Joe Otero, P.E., DEQ Twin Falls Regional Office  
Jeff Kennedy, P.E., DEQ Twin Falls Regional Office  
Michael Boek, P.E., [mike.boeck@hdrinc.com](mailto:mike.boeck@hdrinc.com)  
Mary Cone, [mary.cone@haileycityhall.org](mailto:mary.cone@haileycityhall.org) Emily  
Williams, [emily.williams@haileycityhall.org](mailto:emily.williams@haileycityhall.org)

**IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY  
AMERICAN RESCUE PLAN ACT  
WASTEWATER GRANT AGREEMENT**

**SECTION I. INTRODUCTION**

The Idaho Board of Environmental Quality (Board) is authorized by the Title 39, Chapters 1 and 36 of the Idaho Code (the Act), to make and administer grants in order to provide financial assistance to qualifying entities to aid in the planning of public drinking water and wastewater facilities. The Board, through the Department of Environmental Quality (Department), is authorized to administer the Act.

On June 23, 2023, the Board approved American Rescue Plan Act (ARPA) funds to the Department to administer planning grants to local communities for the Fiscal Year 2023. The Department has found that the City of Hailey (Applicant/Grantee) has established eligibility for a grant under the terms of the Act and the Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities, IDAPA 58.01.22 (the Rules).

The Department hereby offers ARPA grant funds to the Applicant according to the conditions contained in this agreement.

**SECTION II. DESCRIPTION OF PROJECT**

A. Project Number: WWG-458-2023-18

B. Name and Address of Applicant:

City of Hailey  
115 S Main Street, Suite H  
Hailey, Idaho 83333

C. Project Description:

The purpose of the grant is to prepare a wastewater planning study in accordance with IDAPA 58.01.22 to evaluate the current wastewater system and identify needed improvements.

D. Project Costs:

1.	Estimated Eligible Project Cost	
	a. Administrative Services	\$0
	b. Engineering and Consulting Services	\$86,000
	c. Environmental Review	\$0
	Total Estimated Project Costs	\$86,000
2.	State ARPA Grant	<u>\$43,000</u>



The above costs represent estimated eligible costs for the project. Final payment, per this grant Agreement, shall be determined using the actual eligible costs assessed by the Department pursuant to a final project review.

### SECTION III. GENERAL

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a grant agreement (Agreement) and the Applicant shall become the Grantee. By accepting this offer, the Grantee agrees to all terms and conditions set forth in this Agreement and the Rules.

The Grantee shall:

- A. Not transfer, assign, or pledge any beneficial interest in this Agreement to any other person or entity without express written consent from the Director of the Department of Environmental Quality (Director). Neither may the Grantee delegate legal responsibility for complying with the Agreement without the Director's express written consent.
- B. Enter into such contractual arrangements with third parties as the Grantee deems advisable to assist in meeting its responsibilities under the Agreement.
- C. Fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department by the Applicant in support of the request for this grant. Which application is attached hereto and incorporated by reference herein.
- D. Have an active registration with the System for Award Management ("SAM") ([www.sam.gov](http://www.sam.gov)) pursuant to 2 CFR Part 25.
- E. Comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- F. Comply with all applicable federal, state, and local laws.

### SECTION IV. PROJECT MANAGEMENT

The Grantee shall:

- A. Efficiently and effectively manage the grant funds in accordance with this Agreement.
- B. Monitor and report performance to the Department pursuant to a schedule developed jointly between the Department and the Grantee and incorporated into this Agreement by reference.
- C. Retain and utilize the services of an engineer, currently licensed by the State of Idaho, for all project planning, design, and construction oversight. The grantee must notify and provide a copy of the executed contracts and scope of work for said engineer supported by this Agreement to the Department. In the event that grantee amends the scope of work with

the engineer firm, or changes engineering firms, at any time throughout the study, the Department shall be notified and a copy of the new or amended contract provided to the Department.

- D. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.
- E. Provide a plan and program for an equitable user charge system for payment of operation and maintenance of constructed facilities. The user charge system shall be approved by the Department and enacted by the Grantee prior to receiving final payment. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve.
- F. Develop and adopt a sewer use ordinance approved by the Department prior to receiving final payment of grant funds.
- G. Maintain project accounts in accordance with generally accepted accounting principles.
- H. Submit final facility planning documents to the Department for review and approval by June 30, 2026.
- I. Will select, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation.

#### SECTION V. PAYMENTS

- A. Requests for payment, pursuant to this Agreement, shall be submitted to the Department on a form provided by the Department. The request for reimbursement shall describe the work completed and set forth the total dollar amount expended for eligible costs. If the costs are determined to be eligible, the Director or her authorized representative shall authorize the disbursement of appropriate grant funds to the Grantee.
- B. Advanced payment will not be made on the project unless a written request from the Grantee for a waiver is approved by the Board.
- C. Grant amendment increase requests as a result of an increase in eligible project costs will be considered, provided funds are available. Documentation and justification supporting the unavoidable need for a grant increase must be submitted to the Department for approval prior to incurring any costs above the approved eligible cost ceiling.

- D. Increases for bid underestimates may be considered for grant increase; however, errors of omission or engineering consultant errors will not be considered.
- E. If the actual eligible cost is determined to be lower than the estimated eligible cost the grant amount will be reduced proportionately.
- F. The Department may conduct a final project review to determine the actual eligible costs. The financial records of the Grantee may be reviewed by the Department. The review may be deferred until the review of the design/construction loan is performed.
- G. Payment of the final five percent (5%) of the grant will be withheld until the following requirements are met:
  - 1. An engineering report or a facility plan has been submitted to and approved by the Department.
- H. This Agreement is subject to the existence of the offered sums of money at the time of payment. Should the offered sum of money not be available at the time of payment, the Department hereby agrees to pay the above Applicant the offered sum of money on the basis of the Applicant's priority position immediately upon the accrual of said sum in Department accounts.
- I. The Grantee shall be reimbursed in an amount not to exceed the agreed upon cost outlined in the Agreement between the Department and the Grantee. The Department will make available reimbursement request forms for the Grantee. The Grantee should submit a reimbursement request along with the Grantee's consulting engineer's invoices to the Department's regional engineer, detailing expenditures with a start date no earlier than the effective start date. Subsequent reimbursement requests should be presented in a timely manner including supporting invoices from their consulting engineer detailing expenditures. Payment will be made upon review and approval by the regional engineer and the Department's fiscal office. A final invoice should be submitted to the Department upon completion of the final approval by the Department's regional engineer. Final invoices not received within sixty days of the final approval date may not be honored, and the balance of the funds for the agreement may be deobligated.

#### SECTION VI. TERMINATION OR SUSPENSION OF GRANT

- A. The Director may suspend or terminate this Agreement for failure by the Grantee or its agents, including its engineering firm(s), contractor(s) or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including, but not limited to, the following:
  - 1. Commission by an employee or agent of the Grantee of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, or receipt of stolen property or any form of tortious conduct; or

2. Commission by an employee or agent of the Grantee of any crime for which the maximum sentence includes the possibility of one (1) or more year's imprisonment or any crime involving or affecting the project; or
  3. Violation of any term of agreement of the Agreement; or
  4. Any willful or serious failure to perform within the scope of the project, plan of operation and project schedule, terms of architectural/engineering subagreements, or contracts for construction; or
  5. Utilizing an engineering firm, contractor or subcontractor that has been suspended or debarred for good cause by any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Grantee in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
1. Specific acts or omissions which form the basis for suspension or termination; and
  2. That the Grantee may be entitled to appeal the suspension or termination pursuant to IDAPA 58.01.23, Rules of Administrative Procedure Before the Board of Environmental Quality.
- C. If the Grantee does not initiate a contested case before the Board by filing a petition within the time period specified by the Rules of Administrative Procedures Before the Board of Environmental Quality, IDAPA 58.01.23, the Department may thereafter terminate or suspend the Agreement.
- D. The Grantee shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Grantee with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.
- F. No terminated grant shall be reinstated. The Board may unilaterally order the Grantee to reimburse the State for funds previously paid to the Grantee.

#### SECTION VII. ACCESS AND INDEMNIFICATION

The Grantee agrees to:

- A. Provide the Director, or his/her authorized agents, access to the files, records, accountings and books relating to the management and accountability of this grant.
- B. Indemnify and hold harmless the State of Idaho, its agents, and its employees from any and all claims, actions, damages, liabilities, and expenses directly or indirectly connected to the Grantee or its agents, employees, contractors, or assignee's actions related to the location,

design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION VIII. SPECIAL CONDITIONS

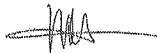
- A. The planning document shall address all of the management and technological sustainability efforts as indicated in the wastewater planning grant letter of interest submitted by the City of Hailey.

SECTION IX. CLOSEOUT INSTRUCTIONS

- A. The grant will be considered closed once the Grantee has submitted all the invoices, reports, and other requested documentation to the Department, and they have been paid/approved by the Department. This includes a final invoice, final approved planning document, and, if applicable, an environmental determination has been made. A formal closure letter will be sent to the Grantee verifying closure of the grant.

SECTION X. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this offer.



\_\_\_\_\_  
Heather Hodges, Budget Analyst  
Department of Environmental Quality

10/17/2022

\_\_\_\_\_  
Date

SECTION XI. ACCEPTANCE

The City of Hailey by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained therein.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Representative





# IDAHO PUBLIC WASTEWATER TREATMENT PLANT CLASSIFICATION WORKSHEET

**OFFICE USE  
DO NOT WRITE HERE**

System Class \_\_\_\_\_

Upgrade \_\_\_ STD 5 Yr \_\_\_

Approved by \_\_\_\_\_

Date \_\_\_\_\_

Name of System: \_\_\_\_\_

Legal Owner of Treatment System \_\_\_\_\_

System Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Business Phone Number: (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Treatment System - Design Flow/Actual Flow \_\_\_\_/\_\_\_\_  
(MGD) (MGD)

Treatment Plant Classification Worksheet is (Check one):

☐ Initial System Rating ☐ System Upgrade ☐ Standard 5 Year Rating

Date of last system classification rating (if applicable) \_\_\_\_\_

☐ Attach a flow schematic or hydraulic flow diagram of the treatment facility to this treatment plant classification worksheet when submitting to DEQ.

## Instructions:

Use this rating form for all types of public wastewater treatment plants, facilities, or systems<sup>D-16</sup> that treat domestic and/or industrial wastewater including, but not limited to traditional biological and mechanical treatment processes, large soil absorption systems, community drainfields, and wastewater lagoon systems. Fill out ONE form for the wastewater treatment facility including all sequential, parallel or multiple treatment processes for both effluent and solids that provide treatment of all wastewater introduced into the system.

## How to Assign Points:

Evaluate each item listed in the table below and place the specified point value next to each item selected. *Each unit process should have points assigned only once.* Add the total number of points selected to determine the class of the treatment system. Definitions describing all configurations, names, and/or reasons why rating points are or are not assigned to a particular item are provided for those items with a small D-number behind the item, i.e. D-1. Check the definition if unsure whether a particular treatment plant process qualifies for the point value shown.

Treatment facilities will be classified as VSWW, Class I, Class II, Class III or Class IV with IV being the largest and most complex. *Mail the completed, signed form to the Department of Environmental Quality 1410 N. Hilton, Boise, ID 83706*  
*Attention: Jeremiah Fenton. Keep a photocopy of the original form for your files.*

Item	Points	Your System
<i>System Size (2 to 20 points)</i>		
Number of Connections (for information only)	(not scored)	
Maximum population served, peak day (1 point minimum to 10 point maximum)	1 point/10,000 or part	

Item	Points	Your System
Design flow (average/day) or peak months (average/day) Whichever is larger (1 point min to 10 point max)	1 point/MGD or part	
<b>Variation in Raw Waste (0 to 6 points) <sup>1</sup></b>		
Variations do not exceed those normally or typically expected	0 points	
Recurring deviations/excessive variations of 100% to 200% in strength/flow	2 points	
Recurring deviations/excessive variations of more than 200% in strength/flow	4 points	
Raw wastes subject to toxic waste discharges	6 points	
Impact of seepage of truck-hauled waste (0 to 4 points)	0-4 points	
<b>Preliminary Treatment Process</b>		
Plant pumping of main flow	3 points	
Screening, comminution	3 points	
Grit removal	3 points	
Equalization	1 point	
<b>Primary Treatment Process</b>		
Primary clarifiers	5 points	
Imhoff tanks, septic tanks, or similar (combined sedimentation/digestion) <sup>D-8</sup>	5 points	
<b>Secondary Treatment Process</b>		
Fixed-film reactor <sup>D-7</sup>	10 points	
Activated sludge <sup>D-1</sup>	15 points	
Stabilization ponds or lagoon without aeration	5 points	
Stabilization ponds or lagoon with aeration	8 points	
Membrane Biological Reactor (MBR) – Basic MBR which combines activated sludge (minus secondary clarification) and membrane filtration. <sup>D-17</sup>	15 points	
<b>Tertiary Treatment Process</b>		
Polishing ponds for advanced waste treatment	2 points	
Chemical/physical advanced waste treatment w/o secondary <sup>D-5</sup>	15 points	
Chemical/physical advanced waste treatment following secondary <sup>D-4</sup>	10 points	
Biological or chemical/biological advanced waste treatment <sup>D-2</sup>	12 points	
Nitrification by designed extended aeration only	2 points	
Ion exchange for advanced waste treatment	10 points	
Reverse osmosis, electrodialysis and other membrane filtration techniques for advanced waste treatment	15 points	
Advanced waste treatment chemical recovery, carbon regeneration	4 points	
Media filtration (removal of solids by sand or other media) <sup>D-13</sup>	5 points	
<b>Additional Treatment Processes</b>		
Chemical additions (2 points each for a max of 6 points) <sup>D-3</sup>	0-6 points	
Dissolved air floatation (for other than sludge thickening)	8 points	
Intermittent sand filter	2 points	
Recirculating intermittent sand filter	3 points	
Microscreens	5 points	
Generation of oxygen	5 points	
<b>Solids Handling</b>		
Solids stabilization (used to reduce pathogens, volatile organic chemicals &		

Item	Points	Your System
odors include lime or similar treatment and thermal conditioning) <sup>D-15</sup>	5 points	
Gravity thickening	2 points	
Mechanical dewatering of solids <sup>D-11</sup>	8 points	
Anaerobic digestion of solids	10 points	
Aerobic digestion of solids	6 points	
Evaporative sludge drying	2 points	
Solids reduction (including incineration, wet oxidation)	12 points	
On-site landfill for solids	2 points	
Solids composting <sup>D-14</sup>	10 points	
Land application of biosolids by contractor <sup>D-9</sup>	2 points	
Land application of biosolids by facility operator in responsible charge	10 points	
<b>Disinfection (0 to 10 points maximum)</b>		
No disinfection	0 points	
Chlorination (including chlorine dioxide or chloramines) or ultraviolet irradiation	5 points	
Ozonation	10 points	
<b>Effluent Discharge (0 to 10 points maximum)</b>		
No discharge	0 points	
Discharge to surface water receiving stream <sup>D-6</sup>	0 points	
Mechanical post aeration <sup>D-12</sup>	2 points	
Land treatment with surface disposal or land treatment with subsurface disposal <sup>D-10</sup>	4 points	
Direct recycle and reuse	6 points	
<b>Instrumentation (0 to 6 point maximum)</b>		
SCADA or similar instrumentation systems to provide data with no process operation	0 points	
SCADA or similar instrumentation systems to provide data with limited process operation	2 points	
SCADA or similar instrumentation systems to provide data with moderate process operation	4 points	
SCADA or similar instrumentation systems to provide data with extensive or total process operation	6 points	
<b>Laboratory Control (0 to 15 point maximum)<sup>2</sup></b>		
<b>Bacteriological/Biological Laboratory Control (0 to 5 point maximum)</b>		
Lab work done outside the treatment plant	0 points	
Membrane filter procedures	3 points	
Use of fermentation tubes or any dilution method; fecal coliform determination	5 points	
<b>Chemical/Physical Laboratory Control (0 to 10 point maximum)</b>		
Lab work done outside the treatment plant	0 points	
Push-button or visual (colorimetric) methods for simple tests such as pH, settleable solids	3 points	
Additional procedures such as DO, COD, BOD, gas analysis, titrations, solids, volatile content	5 points	
More advanced determinations such as specific constituents; nutrients, total		

Item	Points	Your System
oils, phenols	7 points	
Highly sophisticated instrumentation such as atomic absorption, gas chromatography	10 points	
TOTAL POINTS FOR YOUR SYSTEM		
System Classification Key		
VSWWS** Class I	30 points or less	Class II 31 to 55 points
		Class III 56 to 75 points
Class IV		76 points or greater
YOUR SYSTEM CLASSIFICATION		VSWWS, I, II, III, IV (Circle one)

Footnote <sup>1</sup> The key concept is frequency and/or intensity of deviation or excessive variation from normal or typical fluctuations; such deviation can be in terms of strength, toxicity, shock loads, I/I, with points from 0-6.

Footnote <sup>2</sup> The key concept is to credit laboratory analyses done on-site by plant personnel under the direction of the operator in direct responsible charge with points from 0-15.

\*\*The Very Small Wastewater System Classification is applicable to a system comprised of one of the following wastewater treatment processes: aerated lagoon (s); non-aerated lagoon(s); primary treatment; or LSAS.

\_\_\_\_\_  
Signature of Legal Owner or Owner's Representative

\_\_\_\_\_  
Date

### Wastewater Treatment Definitions

- D-1. **Activated Sludge** - Wastewater treatment by aeration of suspended organisms followed by secondary clarification, including extended aeration, oxidation ditches, Intermittent Cycle Extended Aeration system (ICEAS), and other similar processes. A sequencing batch reactor with the purpose of providing this form of treatment would be rated under this category.
- D-2. **Biological or chemical/biological advanced waste treatment** - The advanced treatment of wastewater for nutrient removal including nitrification, denitrification, or phosphorus removal utilizing biological or chemical processes or a combination. If the facility is designed to nitrify based solely on detention time in an extended aeration system, only the points for nitrification by designed extended aeration should be given.
- D-3. **Chemical addition** - The addition of a chemical to wastewater at an application point for the purposes of adjusting pH or alkalinity, improving solids removal, dechlorinating, removing odors, providing nutrients, or otherwise enhancing treatment, excluding chlorination for disinfection of effluent and the addition of enzymes or any process included in the Tertiary Chemical/Physical Processes. The capability to add a chemical at different application points for the same purpose should be rated as one application; the capability to add a chemical(s) to dual units should be rated as one application; and the capability to add a chemical at different application points for different purposes should be rated as separate applications.
- D-4. **Chemical/physical advanced treatment following secondary** - The use of chemical or physical advanced treatment processes following (or in conjunction with) a secondary treatment process. This would include processes such as carbon adsorption, air stripping, chemical coagulation, and precipitation, etc.
- D-5. **Chemical/physical advanced treatment without secondary** - The use of chemical or physical advanced treatment processes without the use of a secondary treatment process. This would include processes such as carbon adsorption, air stripping, chemical coagulation, precipitation, etc.
- D-6. **Discharge to Receiving Water** - Treatment processes present at the facility are designed to achieve NPDES permit limitations that have already factored in the sensitivity of the receiving stream. Consequently, no additional points are assigned to rate the receiving stream separately from the facility treatment processes.

- D-7. **Fixed-film reactor** - Biofiltration by trickling filters or rotating biological contactors followed by secondary clarification.
- D-8. **Imhoff tanks (or similar)** - Imhoff tanks, septic tanks, spirogester, clarigester, or other single unit for combined sedimentation and digestion.
- D-9. **Land application of biosolids by contractor** - The land application or beneficial reuse of biosolids by a contractor outside of the control of the operator in direct responsible charge of the wastewater treatment facility.
- D-10. **Land treatment and disposal (surface or subsurface)** - The ultimate treatment and disposal of the effluent onto the surface of the ground by rapid infiltration or rotary distributor or by spray irrigation. Subsurface treatment and disposal would be accomplished by infiltration gallery, injection, or gravity or pressurized drain field.
- D-11. **Mechanical dewatering** - The removal of water from sludge by any of the following processes and including the addition of polymers in any of the following: vacuum filtration; frame, belt, or plate filter presses; centrifuge; or dissolved air floatation.
- D-12. **Mechanical post-aeration** - The introduction of air into the effluent by mechanical means such as diffused or mechanical aeration. Cascade aeration would not be assigned points.
- D-13. **Media Filtration** - The advanced treatment of wastewater for removal of solids by sand or other media or mixed media filtration.
- D-14. **Solids composting** - The biological decomposition process producing carbon dioxide, water, and heat. Typical methods are windrow, forced air-static pile, and mechanical.
- D-15. **Solids stabilization** - The processes to oxidize or reduce the organic matter in the sludge to a more stable form. These processes reduce pathogens or reduce the volatile organic chemicals and thereby reduce the potential for odor. These processes would include lime (or similar) treatment and thermal conditioning. Other stabilization processes such as aerobic or anaerobic digestion and composting are listed individually.
- D-16. **Wastewater Treatment Facility.** Any physical facility or land area for the purpose of collecting, treating, neutralizing or stabilizing pollutants including treatment plants, the necessary intercepting, outfall and outlet sewers, pumping stations integral to such plants or sewers, equipment and furnishing thereof and their appurtenances. A treatment facility may also be known as a treatment system, waste treatment system, waste treatment facility, or waste treatment plant (IDAPA 58.01.16.010).
- D-17. **Membrane Biological Reactor (MBR) Point Factoring** - The points assigned to the basic MBR unit does not include points for any additional treatment processes such as phosphorus removal, nitrification, denitrification, land application, rapid infiltration basins, lagoons, etc. Points must be assigned separately to each additional treatment process beyond the basic MBR unit. Additional treatment processes may vary on a case-by-case basis.





# IDAHO PUBLIC WASTEWATER COLLECTION SYSTEM CLASSIFICATION WORKSHEET

**OFFICE USE ONLY  
DON'T WRITE HERE**

System Class \_\_\_\_\_

Approved by: \_\_\_\_\_

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

Name of System: \_\_\_\_\_

Legal Owner of Treatment System: \_\_\_\_\_

System Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Business Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Collection System Classification Worksheet is (check one):

☐ Initial System Rating    ☐ System Upgrade    ☐ Standard 5 yr Rating

Date of last system classification rating (if applicable) \_\_\_\_\_

Collection System - Design Flow /Actual Flow \_\_\_\_\_ / \_\_\_\_\_

Item	Points	Your System
<b>System Size (Minimum 3 points)</b>		
Miles of Line	1 point/10 miles or part	
Number of Connections = _____ (Use Connection Equivalencies)	1 point /250 or part	
Number of Manholes	1 point/150 or part	
Lift Stations	1 point/each	
Miles of Force Mains	1 point/mile or part	
<b>Odor Abatement</b>		
Chemical Feed System	2 points	
Air Entrainment System	2 points	
Bio-filter System	2 points	
<b>Maintenance Management System</b>		
Manual Maintenance Management System	3 points	
Manual Mapping System	3 points	
Computerized Maintenance Management System	5 points	
Computerized Mapping System	5 points	
Alarm or SCADA System for Lift Stations	5 points	
<b>TOTAL POINTS FOR YOUR SYSTEM</b>		
<b>System Classification Key</b>		
VSWWS**      Class I   0-30 points		
Class II   31-55 points	Class III   56-75 points	Class IV   76 or greater points
<b>YOUR SYSTEM CLASSIFICATION</b>		<b>VSWWS, I, II, III, IV (Circle one)</b>

\*\*The Very Small Wastewater System Classification is applicable to a system that serves 500 connections with a system size of six points or less.

Signature of Legal Owner or Owner's Representative \_\_\_\_\_

Date \_\_\_\_\_

**Mail form to: Department of Environmental Quality, 1410 N. Hilton, Boise, Idaho 83706, Attn: Jeremiah Fenton**

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 10/24/22

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY \_\_\_\_\_

**SUBJECT:** Motion to adopt Resolution 2022-\_\_\_\_, authorizing the Mayor's signature on City of Hailey Drinking Water Grant No.: DWG-277-2023-28 with the Idaho Department of Environmental Quality in the amount of \$75,255 for a Drinking Water System Planning Study. **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Idaho Department of Environmental Quality has awarded a \$75,255 grant to the City to prepare a drinking water planning study. This grant requires the City to match 50% of the total project cost, which is estimated to be \$150,510. The total portion of the funding that the City will contribute is \$75,255.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2022-\_\_\_\_, authorizing the Mayor's signature on City of Hailey Drinking Water Grant No.: DWG-277-2023-28 with the Idaho Department of Environmental Quality in the amount of \$75,255 for a Drinking Water System Planning Study. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

**CITY OF HAILEY**  
**RESOLUTION NO. 2022-\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING A GRANT AGREEMENT WITH IDAHO DEPARTMENT OF  
ENVIRONMENTAL QUALITY, IN THE AMOUNT OF \$75,255, FOR A DRINKING  
WATER SYSTEM PLANNING STUDY IN THE CITY OF HAILEY.**

WHEREAS, the City of Hailey desires to evaluate the current drinking water system and develop a plan for needed improvements,

WHEREAS, the City of Hailey desires to enter into a grant agreement with the Idaho Department of Environmental Quality, in the amount of \$75,255, to develop a facility planning study,

WHEREAS, the City of Hailey and the Idaho Department of Environmental Quality agree to the terms and conditions of the agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the agreement between the City of Hailey and the Idaho Department of Environmental Quality, and that the mayor is authorized to execute the attached agreement.

Passed this 24th day of October, 2022.

City of Hailey

\_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk



STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

1410 N Hilton Street, Boise, ID 83706  
(208) 373-0502

Brad Little, Governor  
Jess Byrne, Director

October 17, 2022

Electronic Delivery: [martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org)

The Honorable Martha Burke  
City of Hailey  
115 S Main Street, Suite H  
Hailey, Idaho 83333

Subject: City of Hailey Drinking Water Grant No.: DWG-277-2023-28

Dear Mayor Burke:

We are pleased to inform you that your application for a State drinking water system planning grant has been approved. The grant will be used to prepare a drinking water planning study in accordance with Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities, IDAPA 58.01.22, to evaluate the current drinking water system and identify needed improvements.

Attached is an auto-populated system classification worksheet for your review. The auto-populated system classification is important and should be shared with your responsible charge operator (RCO) and substitute responsible charge operator (SRCO). Please be advised that drinking water system upgrades could change the system classification and the associated RCO and SRCO license requirements. This may be a significant factor to consider during the planning effort. Should you have any questions regarding system classification, please contact Joe Otero at (208) 737-3885 or [joseph.otero@deq.idaho.gov](mailto:joseph.otero@deq.idaho.gov).

Please pay close attention to Section VIII Special Conditions. Please review this document and if you find it satisfactory, sign and return the document on or before 60 days from the date of this grant offer to Alicia Tapia Campos at [alicia.tapiacampos@deq.idaho.gov](mailto:alicia.tapiacampos@deq.idaho.gov).

If you have any questions regarding this grant, please contact Alicia Tapia Campos at (208) 373-0210 or [alicia.tapiacampos@deq.idaho.gov](mailto:alicia.tapiacampos@deq.idaho.gov).

Sincerely,

*Nicolas Hiebert*

Nicolas Hiebert, P.E.  
Senior Water Quality Engineer

City of Hailey Drinking Water Grant No.: DWG-277-2023-28  
October 17, 2022  
Mayor Burke  
Page 2 of 2

Encl. ARPA Drinking Water Grant Agreement  
Drinking Water Classification Worksheet

EDMS No.: 2022ALN2622

ec: Jerri Henry, DEQ State Office  
Tyler Fortunati, DEQ State Office  
Bill Hart, DEQ State Office  
Joe Otero, P.E., DEQ Twin Falls Regional Office  
Jeff Kennedy, P.E., DEQ Twin Falls Regional Office  
Eric Landsberg, P.E., [eric@clearsolns.com](mailto:eric@clearsolns.com)  
Mary Cone, [mary.cone@haileycityhall.org](mailto:mary.cone@haileycityhall.org) Emily  
Williams, [emily.williams@haileycityhall.org](mailto:emily.williams@haileycityhall.org)

**IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY  
AMERICAN RESCUE PLAN ACT  
DRINKING WATER GRANT AGREEMENT**

**SECTION I. INTRODUCTION**

The Idaho Board of Environmental Quality (Board) is authorized by the Title 39, Chapters 1 and 36 of the Idaho Code (the Act), to make and administer grants in order to provide financial assistance to qualifying entities to aid in the planning of public drinking water and wastewater facilities. The Board, through the Department of Environmental Quality (Department), is authorized to administer the Act.

On June 23, 2023, the Board approved American Rescue Plan Act (ARPA) funds to the Department to administer planning grants to local communities for the Fiscal Year 2023. The Department has found that the City of Hailey (Applicant/Grantee) has established eligibility for a grant under the terms of the Act and the Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities, IDAPA 58.01.22 (the Rules).

The Department hereby offers ARPA grant funds to the Applicant according to the conditions contained in this agreement.

**SECTION II. DESCRIPTION OF PROJECT**

A. Project Number: DWG-277-2023-28

B. Name and Address of Applicant:

City of Hailey  
115 S Main Street, Suite H  
Hailey, Idaho 83333

C. Project Description:

The purpose of the grant is to prepare a drinking water planning study in accordance with IDAPA 58.01.22 to evaluate the current drinking water system and identify needed improvements.

D. Project Costs:

1.	Estimated Eligible Project Cost	
	a. Administrative Services	\$0
	b. Engineering and Consulting Services	\$150,510
	c. Environmental Review	\$0
	Total Estimated Project Costs	\$150,510
2.	State ARPA Grant	<u>\$75,255</u>

The above costs represent estimated eligible costs for the project. Final payment, per this grant Agreement, shall be determined using the actual eligible costs assessed by the Department pursuant to a final project review.

### SECTION III. GENERAL

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a grant agreement (Agreement) and the Applicant shall become the Grantee. By accepting this offer, the Grantee agrees to all terms and conditions set forth in this Agreement and the Rules.

The Grantee shall:

- A. Not transfer, assign, or pledge any beneficial interest in this Agreement to any other person or entity without express written consent from the Director of the Department of Environmental Quality (Director). Neither may the Grantee delegate legal responsibility for complying with the Agreement without the Director's express written consent.
- B. Enter into such contractual arrangements with third parties as the Grantee deems advisable to assist in meeting its responsibilities under the Agreement.
- C. Fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department by the Applicant in support of the request for this grant. Which application is attached hereto and incorporated by reference herein.
- D. Have an active registration with the System for Award Management ("SAM") ([www.sam.gov](http://www.sam.gov)) pursuant to 2 CFR Part 25.
- E. Comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- F. Comply with all applicable federal, state, and local laws.

### SECTION IV. PROJECT MANAGEMENT

The Grantee shall:

- A. Efficiently and effectively manage the grant funds in accordance with this Agreement.
- B. Monitor and report performance to the Department pursuant to a schedule developed jointly between the Department and the Grantee and incorporated into this Agreement by reference.
- C. Retain and utilize the services of an engineer, currently licensed by the State of Idaho, for all project planning, design, and construction oversight. The grantee must notify and provide a copy of the executed contracts and scope of work for said engineer supported by this Agreement to the Department. In the event that grantee amends the scope of work with



the engineer firm, or changes engineering firms, at any time throughout the study, the Department shall be notified and a copy of the new or amended contract provided to the Department.

- D. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.
- E. Provide a plan and program for an equitable user charge system for payment of operation and maintenance of constructed facilities. The user charge system shall be approved by the Department and enacted by the Grantee prior to receiving final payment. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve.
- F. Maintain project accounts in accordance with generally accepted accounting principles.
- G. Submit final facility planning documents to the Department for review and approval by June 30, 2026.

#### SECTION V. PAYMENTS

- A. Requests for payment, pursuant to this Agreement, shall be submitted to the Department on a form provided by the Department. The request for reimbursement shall describe the work completed and set forth the total dollar amount expended for eligible costs. If the costs are determined to be eligible, the Director or her authorized representative shall authorize the disbursement of appropriate grant funds to the Grantee.
- B. Advanced payment will not be made on the project unless a written request from the Grantee for a waiver is approved by the Board.
- C. Grant amendment increase requests as a result of an increase in eligible project costs will be considered, provided funds are available. Documentation and justification supporting the unavoidable need for a grant increase must be submitted to the Department for approval prior to incurring any costs above the approved eligible cost ceiling.
- D. Increases for bid underestimates may be considered for grant increase; however, errors of omission or engineering consultant errors will not be considered.
- E. If the actual eligible cost is determined to be lower than the estimated eligible cost the grant amount will be reduced proportionately.

- F. The Department may conduct a final project review to determine the actual eligible costs. The financial records of the Grantee may be reviewed by the Department. The review may be deferred until the review of the design/construction loan is performed.
- G. Payment of the final five percent (5%) of the grant will be withheld until the following requirements are met:
  - 1. An engineering report or a facility plan has been submitted to and approved by the Department.
- H. This Agreement is subject to the existence of the offered sums of money at the time of payment. Should the offered sum of money not be available at the time of payment, the Department hereby agrees to pay the above Applicant the offered sum of money on the basis of the Applicant's priority position immediately upon the accrual of said sum in Department accounts.
- I. The Grantee shall be reimbursed in an amount not to exceed the agreed upon cost outlined in the Agreement between the Department and the Grantee. The Department will make available reimbursement request forms for the Grantee. The Grantee should submit a reimbursement request along with the Grantee's consulting engineer's invoices to the Department's regional engineer, detailing expenditures with a start date no earlier than the effective start date. Subsequent reimbursement requests should be presented in a timely manner including supporting invoices from their consulting engineer detailing expenditures. Payment will be made upon review and approval by the regional engineer and the Department's fiscal office. A final invoice should be submitted to the Department upon completion of the final approval by the Department's regional engineer. Final invoices not received within sixty days of the final approval date may not be honored, and the balance of the funds for the agreement may be deobligated.

#### SECTION VI. TERMINATION OR SUSPENSION OF GRANT

- A. The Director may suspend or terminate this Agreement for failure by the Grantee or its agents, including its engineering firm(s), contractor(s) or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including, but not limited to, the following:
  - 1. Commission by an employee or agent of the Grantee of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, or receipt of stolen property or any form of tortious conduct; or
  - 2. Commission by an employee or agent of the Grantee of any crime for which the maximum sentence includes the possibility of one (1) or more year's imprisonment or any crime involving or affecting the project; or
  - 3. Violation of any term of agreement of the Agreement; or

4. Any willful or serious failure to perform within the scope of the project, plan of operation and project schedule, terms of architectural/engineering subagreements, or contracts for construction; or
  5. Utilizing an engineering firm, contractor or subcontractor that has been suspended or debarred for good cause by any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Grantee in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
1. Specific acts or omissions which form the basis for suspension or termination; and
  2. That the Grantee may be entitled to appeal the suspension or termination pursuant to IDAPA 58.01.23, Rules of Administrative Procedure Before the Board of Environmental Quality.
- C. If the Grantee does not initiate a contested case before the Board by filing a petition within the time period specified by the Rules of Administrative Procedures Before the Board of Environmental Quality, IDAPA 58.01.23, the Department may thereafter terminate or suspend the Agreement.
- D. The Grantee shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Grantee with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.
- F. No terminated grant shall be reinstated. The Board may unilaterally order the Grantee to reimburse the State for funds previously paid to the Grantee.

#### SECTION VII. ACCESS AND INDEMNIFICATION

The Grantee agrees to:

- A. Provide the Director, or his/her authorized agents, access to the files, records, accountings and books relating to the management and accountability of this grant.
- B. Indemnify and hold harmless the State of Idaho, its agents, and its employees from any and all claims, actions, damages, liabilities, and expenses directly or indirectly connected to the Grantee or its agents, employees, contractors, or assignee's actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION VIII. SPECIAL CONDITIONS

- A. The planning document shall address all of the management and technological sustainability efforts as indicated in the drinking water planning grant letter of interest submitted by the City of Hailey.

SECTION IX. CLOSEOUT INSTRUCTIONS

- A. The grant will be considered closed once the Grantee has submitted all the invoices, reports, and other requested documentation to the Department, and they have been paid/approved by the Department. This includes a final invoice, final approved planning document, and, if applicable, an environmental determination has been made. A formal closure letter will be sent to the Grantee verifying closure of the grant.

SECTION X. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this offer.



\_\_\_\_\_  
Heather Hodges, Budget Analyst  
Department of Environmental Quality

\_\_\_\_\_  
10/17/2022

Date

SECTION XI. ACCEPTANCE

The City of Hailey by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained therein.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Representative



# Idaho Drinking Water Program System Classification Worksheet

All community, nontransient noncommunity, and surface water public water system owners or designees are required to submit proof of current conditions related to their system classification at least every five years (IDAPA 58.01.08.553.01). Each classification is used to determine the required level of licensed operator(s). The following system classification worksheet has been auto-populated based on existing information in DEQ's drinking water database (SDWIS). Please work with your local DEQ or health district field office if changes are needed.

Public Water System No.:  System Name:

Contact Person:  Title:

Address:  City:  State:  Zip:

Population served by this distribution system (number of people, not number of connections):

System Type (choose one): ☒ Community ☐ Nontransient Noncommunity ☐ Transient Noncommunity

Primary Source:

Complete the worksheet on the following pages, then return to Table 1 and select the classification(s) of the public water system (PWS) based on the outcome.

**Table 1. System Classification.**

Distribution Classification:	Treatment Classification:
<input type="checkbox"/> VSWS <input type="checkbox"/> I <input checked="" type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> Not Applicable	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV <input checked="" type="checkbox"/> Not Applicable

## Licensed Operator Requirements (IDAPA 58.01.08.554)

Community, nontransient noncommunity, and all systems supplied by surface water, including ground water under the direct influence of surface water, are required to be under the direct supervision of a properly licensed distribution and/or treatment operator licensed at the same level of system classification or higher.

Transient ground water systems are **only** required to be under the direct supervision of a properly licensed distribution or treatment operator if they are surface water or ground water under the direct influence of surface water.

## Step 1--Very Small Water System (VSWS) Classification (Choose A or B)

Determine if your PWS is classified as a Very Small Water System (VSWS).

A VSWS is a community or nontransient noncommunity PWS that serves five hundred (500) persons or fewer and has no treatment other than disinfection or has only treatment which does not require any chemical treatment, process adjustment, backwashing, or media regeneration by an operator (e.g., calcium carbonate filters, granular activated carbon filters, cartridge filters, ion exchangers).

- ☒ A. My system serves more than 500 people. If yes, **go to Step 2.**
- ☐ B. My system serves 500 or fewer people. Select only one choice below (i, ii, or iii).

- i. My system has a Primary Source of "GW", "GWP", "GUP", "SWP", and...(Choose One)
- is a Community or Nontransient Noncommunity system and has no treatment. On Table 1 (page 1), choose "VSWS" as the Distribution Classification and "Not Applicable" as the Treatment Classification. **Go to Step 4.**
- is a Transient Noncommunity system. On Table 1 (page 1), choose "Not Applicable" as the Distribution Classification and "Not Applicable" as the Treatment Classification. **Go to Step 4.**
- ii. My Community or Nontransient Noncommunity system only has the following exempt treatment processes. Select all that apply (a full list of treatment processes is listed in Step 3), then choose "VSWS" as the Distribution Classification and "Not Applicable" as the Treatment Classification on Table 1 (page 1) and **go to Step 4.**

Process Code	Process	Process Code	Process
005	Point of Use (POU), Activated Carbon - Granulated	401/403	Gaseous Chlorination
010	Point of Use (POU), Ion Exchange	421/423	Sodium hypochlorite or calcium hypochlorite
015	Point of Use (POU), Reverse Osmosis	470	Exempt, Softening - VSWS ( <i>Water softener</i> )
354	Exempt, Roughing Filter - VSWS	720	Ultraviolet Radiation
356	Exempt, Cartridge Filter - VSWS	800	Raw water, little or no variation
361	4-Log Treatment of Viruses ( <i>Ground Water System</i> )		

- iii. My Community, Nontransient Noncommunity, or system supplied by surface water including ground water under the direct Influence of Surface Water has treatment other than what is listed above in B.ii. On Table 1 (page 1), choose "Not applicable" as the Distribution Classification. **Skip Step 2; go to Step 3.**

## Step 2--Distribution Classification

Choose the Distribution Classification based on the number of people (not connections) served by this public water system.

### Distribution Classification

☐ Distribution Class I

☒ Distribution Class II

☐ Distribution Class III

☐ Distribution Class IV

### Population Served

501 to 1,500

1,501 to 15,000

15,001 to 50,000

50,000 and greater

**Population: 8000**

Enter the Distribution Classification in Table 1 (page 1).

To determine the treatment classification, **go to Step 3.**

**Step 3--Treatment Classification Evaluation**

Choose A, B, or C below and enter the information in Table 1 (page 1).

- ☐ A. This system has no treatment processes. Choose "Not Applicable" as the Treatment Classification in Table 1 (page 1) and **go to Step 4.**
- ☐ B. This system only has the following exempt treatment processes that will not require a Treatment Classification. Select all that apply, then choose "Not Applicable" as the Treatment Classification in Table 1 (page 1) and **go to Step 4.**

Process Code	Process	Process Code	Process
005	Point of Use (POU), Activated Carbon - Granulated	401/403	Gaseous Chlorination
010	Point of Use (POU), Ion Exchange	421/423	Sodium hypochlorite or calcium hypochlorite
015	Point of Use (POU), Reverse Osmosis	470	Exempt, Softening - VSWS ( <i>Water softener</i> )
354	Exempt, Roughing Filter - VSWS	720	Ultraviolet Radiation
356	Exempt, Cartridge Filter - VSWS	800	Raw water, little or no variation
361	4-Log Treatment of Viruses ( <i>Ground Water System</i> )		

- ☐ C. This system has treatment in addition to or other than the items in B. Review and enter the applicable point values in the "System Points" column for each applicable row of Table 2 to reflect system treatment processes.

**Table 2. Treatment classification process and description.**

Process Code	Code Description	Points	System Points
<b>System Size --Population (all systems--choose one)</b>			
---	Very Small (25-500)	1	
---	Small (501-3,300)	5	
---	Medium (3,301-10,000)	10	
---	Large (10,001-100,000)	15	
---	Very Large (100,001+)	20	
<b>Water Supply Source (mark all that apply)</b>			
---	Ground Water	0	
---	Surface Water or Ground Water Under the Direct Influence of Surface Water (GWUDI)	8	
361*/ 363	Required Contact Time (CT) - 4-log Treatment/ Removal of Viruses	2	
<b>Raw Water Quality Variation (all systems--choose one)</b>			
This designation reflects the effect of changing raw water quality on treatment process changes that would be necessary to achieve optimized performance.			
800*	Raw water, little or no variation	0	
805	Raw water, minor variation (consistently <10 NTU, treatment adjustments rarely made)	1	
810	Raw water, moderate variation (regular treatment adjustments made monthly)	3	
815	Raw water, significant variation (regular treatment adjustments made weekly)	5	
820	Raw water, severe variation (regular treatment adjustments made daily or source may be subject to non-point discharge, agricultural/urban storm runoff, or flooding)	7	
825	Raw water, quality subject to agriculture point sources or municipal wastewater point source discharges (within the mixing zone of an upstream municipal NPDES discharge)	8	
830	Raw water, quality subject to industrial wastewater pollution (within the mixing zone of an upstream industrial NPDES/IPDES discharge)	10	

Raw Water Quality is Subject to: (mark all that apply)			
835	Raw water, taste/odor (treatment process adjustments are routinely made) <sup>1</sup>	2	
840	Raw water, color >15 Color Units (not due to precipitated metals) -- See exception in Table Note 1	3	
845	Raw water, iron and/or manganese >MCL: See exception in Table Note 1	3	
850	Raw water, algal growth (treatment process adjustments are routinely made) <sup>1</sup>	3	
Disinfection (mark all that apply)			
425	Onsite generation of hypochlorite	1	
421*, 423*	Liquid chlorine (sodium hypochlorite) or in solid form (calcium hypochlorite tablets or powder)	5	
401*, 403*	Gaseous chlorination	8	
720*	Ultraviolet light	2	
541, 543	Ozonation	10	
200	Chloramines	10	
220	Chlorine dioxide	10	
190	Bromination	5	
455	Iodine	5	
Coagulation/ Flocculation (mark all that apply)			
240	Coagulation	6	
245	Coagulant aid	2	
360	Flocculation	2	
Clarification/Sedimentation (mark all that apply)			
660	Sedimentation/ Clarification	4	
665	Sedimentation, Upflow Clarification (2 pts. flocculation + 4 pts. sedimentation/clarification) <sup>2</sup>	6	
Filtration (mark all that apply)			
352	Pre-filtration, roughing filter (staged cartridges, pressure sand w/o coagulation)	1	
341	Cartridge/bag filters	5	
342	Diatomaceous earth filters <sup>3</sup>	10	
343	Greensand filtration	10	
344	Pressure sand filters	10	
345	Rapid sand filters	15	
346	Slow sand filters	5	
347	Membrane/ Ultrafiltration	10	
350	Filter aid	2	
354*	Exempt--roughing filter (Very Small Water System only)	0	
356*	Exempt--cartridge filter (Very Small Water System only)	0	
Other Treatment Processes (mark all that apply)			
005*	Point of Use (POU), activated carbon- granular (point of use only)	0	
010*	Point of Use (POU), ion exchange (point of use only)	0	
015*	Point of Use (POU), reverse osmosis (point of use only)	0	
141	Aeration, cascade <sup>3</sup>	3	
147	Aeration, slat tray <sup>3</sup>	3	
149	Aeration, spray <sup>3</sup>	3	



143	Aeration, diffused <sup>3</sup>	5	
145	Aeration, packed tower <sup>3</sup>	5	
160	Algae control (surface water reservoir treatment)	3	
460	Ion exchange (softening, inorganic removal, radionuclides removal)	5	
470*	Exempt, softening (Very Small Water System only)	0	
100	Ion exchange, activated alumina	5	
121	Activated carbon, granular	5	
125	Activated carbon, powdered	2	
180	Bone char	5	
580	Peroxide	5	
560	Permanganate (oxidation)	4	
680	Sequestration (addition of a phosphate)	4	
380	Fluoridation	4	
300	Distillation	10	
640	Reverse osmosis <sup>3</sup>	10	
320	Electrodialysis <sup>3</sup>	15	
500	Lime-Soda Ash Addition	5	
741, 742	pH Adjustment	4	
<b>Stability or Corrosion Control (mark all that apply)</b>			
441	Inhibitor, Bimetallic Phosphate	4	
443	Inhibitor, Hexameta Phosphate	4	
445	Inhibitor, Orthophosphate	4	
447	Inhibitor, Polyphosphate	4	
449	Inhibitor, Silicate	4	
620	Reducing Agents	4	
<b>Sludge/Backwash Water Disposal (mark all that apply)</b>			
---	Sludge Treatment--Disposal to sanitary sewer or off watershed	0	
700	Sludge Treatment--On site treatment of waste (examples: sludge drying beds, discharge to lagoons and/or on-site disposal/land application)	3	
710	Backwash Water--Any water recycled to plant raw water influent	5	
<b>Total System Treatment Points:</b>			

\* Exempt treatment processes.  
See page 6 for table notes.

Add the total points and determine the system classification. Enter the classification in Table 1 (page 1). **Go to Step 4.**

**Treatment Classification****System Points**

- |  |               |
|--|---------------|
| <input type="checkbox"/> Treatment Class I   | 30 or fewer   |
| <input type="checkbox"/> Treatment Class II  | 31 - 55       |
| <input type="checkbox"/> Treatment Class III | 56 - 75       |
| <input type="checkbox"/> Treatment Class IV  | 76 or greater |

---

**Step 4--Review and Notify**

After reviewing the output of this automated System Classification Worksheet, notify your regional Idaho Department of Environmental Quality or health district drinking water contact if changes to the information are needed. Retain a copy of the worksheet for your files.

**Table Notes:****1. Raw water quality is subject to:**

- Taste and/or odor (T&O) for which treatment process adjustments are routinely made (2 points): 1) T&O issue has been identified in a pre-design report, etc., 2) a process has been installed to address, and 3) operational control adjustments are made at least seasonally. Do not give points for T&O when there is no specific additional impact on operation (e.g., if a system is already pre-chlorinating for disinfection, give no points for T&O).
- Color > 15 Color Units (CU) (not due to precipitated metals) (3 points) with the following exceptions: Color will be considered elevated and points assigned when levels exceed 75 Color Units (CU) for conventional filtration, 40 CU for direct filtration<sup>3</sup>, or 15 CU for all other technologies, except reverse osmosis (no points given for color for reverse osmosis).
- Iron (FE) and/or manganese (MN) > Maximum Contaminant Level (MCL): Fe (2 points), Mn (3 points) (3 points maximum allowed) with the following exceptions: Iron and manganese levels will be considered elevated and points assigned if they are greater than the MCL, except for applications of manganese greensand filters. For applications of manganese greensand filters, iron and manganese levels will be considered elevated when their combined level exceeds 1.0 mg/L (3 points allowed).
- Algal growths for which treatment process adjustments are routinely made (3 points): Raw water will be considered subject to algae growths when treatment processes are specifically adjusted due to the presence of high levels of algae on at least a weekly basis for at least two months each year.

**2. Upflow clarification** (sludge blanket clarifier) (6 points): Also known as sludge blanket clarification. Includes such proprietary units as Super-Pulsator. These units include processes for flocculation and sedimentation. Important note: these are not the same as adsorption<sup>3</sup> clarifiers.**3. Water Treatment Definitions**

*Definitions reprinted from "Master Glossary of Water and Wastewater Terms"*

*([www.owp.csus.edu/glossary/index.php](http://www.owp.csus.edu/glossary/index.php)) with permission from Office of Water Programs, California State University, Sacramento.*

- **Adsorption**  
The gathering of a gas, liquid, or dissolved substance on the surface or interface zone of another material.
- **Aeration**  
The process of adding air to water. Air can be added to water by passing air through water or passing water through air.
- **Diatomaceous earth**  
A fine, siliceous (made of silica) "earth" composed mainly of the skeletal remains of diatoms.
- **Direct filtration**  
A method of treating water which consists of the addition of coagulant chemicals, flash mixing, coagulation, minimal flocculation, and filtration. The flocculation facilities may be omitted, but the physical-chemical reactions will occur to some extent. The sedimentation process is omitted.
- **Electrodialysis**  
The selective separation of dissolved solids on the basis of electrical charge, by diffusion through a semipermeable membrane across which an electrical potential is imposed.
- **Reverse osmosis**  
The application of pressure to a concentrated solution which causes the passage of a liquid from the concentrated solution to a weaker solution across a semipermeable membrane. The membrane allows the passage of the water (solvent) but not the dissolved solids (solutes).

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 10/24/22

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to ratify a grant application to the US Department of Transportation Reconnecting Communities Pilot Grant Program requesting \$80,000 for a transportation planning study to reconnect our community. **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The attached grant application to the US Department of Transportation requests \$80,000 to develop a planning study to reconnect our community while balancing the demands of vehicle traffic, safety, and mobility on Main Street. This is a pilot grant program that was developed through the Bipartisan Infrastructure Law, meant to address communities that are cut off from opportunities by transportation infrastructure.

The attached grant application was due on October 13<sup>th</sup> and has been submitted. DOT will likely announce the grant awards in early 2023. Staff requests ratification of the Reconnecting Communities grant at this time.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to ratify a grant application to the US Department of Transportation Reconnecting Communities Pilot Grant Program requesting \$80,000 for a transportation planning study to reconnect our community.  
**ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

## Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

Completed by Grants.gov upon submission.

**4. Applicant Identifier:**

City of Hailey

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

City of Hailey

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

82-6000201

**\* c. UEI:**

VQGYGULKZM44

**d. Address:**

**\* Street1:**

115 S Main St

**Street2:**

Suite H

**\* City:**

Hailey

**County/Parish:**

Blaine

**\* State:**

ID: Idaho

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

83333-8408

**e. Organizational Unit:**

**Department Name:**

**Division Name:**

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

**\* First Name:**

Emily

**Middle Name:**

**\* Last Name:**

Williams

**Suffix:**

**Title:**

Grant Coordinator

**Organizational Affiliation:**

City of Hailey

**\* Telephone Number:**

2087889830

**Fax Number:**

**\* Email:**

emily.williams@haileycityhall.org

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

69A345 Office of the Under Secretary for Policy

### 11. Catalog of Federal Domestic Assistance Number:

20.940

CFDA Title:

Reconnecting Communities Pilot (RCP) Discretionary Grant Program

### \* 12. Funding Opportunity Number:

DOT-RCP-FY22-01

\* Title:

Reconnecting Communities Pilot Discretionary Grant Program

### 13. Competition Identification Number:

0001

Title:

Reconnecting Communities Pilot - Planning Grants

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

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Creating a Connected Hailey, ID

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant ID-002

\* b. Program/Project ID-002

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 06/01/2023

\* b. End Date: 06/01/2025

**18. Estimated Funding (\$):**

* a. Federal	80,000.00
* b. Applicant	20,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	100,000.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name: Martha

Middle Name:

\* Last Name: Burke

Suffix:

\* Title: Mayor of the City of Hailey

\* Telephone Number: 2087884221 Fax Number: 

\* Email: martha.burke@haileycityhall.org

\* Signature of Authorized Representative: Completed by Grants.gov upon submission. \* Date Signed: Completed by Grants.gov upon submission.

# **FY 2022 Reconnecting Communities Pilot (RCP) Discretionary Grant Program**

## **Key Information Table Instructions**

**\*\*DO NOT CHANGE FILLABLE PDF FILE TYPE OF THIS DOCUMENT WHEN  
SUBMITTING TO AVOID PROCESSING ERRORS\*\***

**\*\*DO NOT SAVE AS A LOCKED PDF TO AVOID PROCESSING ERRORS\*\***

**\*\*DO NOT COPY/PASTE THIS TABLE INTO A NEW DOCUMENT TO AVOID  
PROCESSING ERRORS \*\***

**Instructions to the Applicant:** Please complete this form in its entirety based on your grant application type: Planning Grant or Capital Construction Grant. Submit the file as a **separate, unlocked attachment** in grants.gov at the time of your application submission. All of the terminology included here is explained in further detail in the NOFO and FAQs. Please consult those resources as you develop your responses.



# Reconnecting Communities Pilot (RCP) Discretionary Grant Program FY2022

## ii. Key Information Table

Lead applicant name and organization type. (Please select one.)*	<input type="checkbox"/> State <input type="checkbox"/> Unit of local government <input type="checkbox"/> Federally recognized Tribal government <input type="checkbox"/> Metropolitan Planning Organization <input type="checkbox"/> Nonprofit organization <input type="checkbox"/> Facility Owner <b><u>(For Capital Construction grant applicants only)</u></b>
If a joint application, please provide organizational names of sub-recipients that will receive funds and other key partners.	
Indicate the annual budget and staffing of lead applicant organization and partner organization(s), if applicable. For non-profits, also indicate how long your organization has been in operation.	
Does the lead applicant have experience delivering Federally funded projects? If yes, please indicate granting Federal agency.	
Application type: (Please select one.)	<input type="checkbox"/> Planning Grant <input type="checkbox"/> Capital Construction Grant
If interested in receiving DOT technical assistance, which of the following topics are of most interest for your organization? (Please select all that apply.)	<input type="checkbox"/> Transportation Planning <input type="checkbox"/> Community Engagement <input type="checkbox"/> Environmental Compliance and Permit Approvals <input type="checkbox"/> Equitable Economic Revitalization <input type="checkbox"/> Place-Making and Urban Design <input type="checkbox"/> Community Stabilization <input type="checkbox"/> Data, Performance, and Mapping <input type="checkbox"/> Location-efficient Affordable Housing <input type="checkbox"/> Other _____

**\*For Capital Construction Grant applications:**

**Although other Planning grant-eligible entities may serve as the lead applicant, the Facility Owner is the only eligible direct recipient and may ultimately choose to administer the award through a sub-recipient. See [FAQs](#) for more information.**

<p><b><u>What is the Eligible Facility Type that creates a barrier, that your application intends to address?</u></b> (Please select all that apply.)</p> <p><b><u>Note - Eligible facilities are highways or other transportation facilities that create a barrier to community connectivity. This includes barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors. See <a href="#">FAQs</a> for more information.</u></b></p>	<p><input type="checkbox"/> Interstate highway  <input type="checkbox"/> State highway  <input type="checkbox"/> Arterial roadway  <input type="checkbox"/> Other street or road  <input type="checkbox"/> Bridge or viaduct  <input type="checkbox"/> Transit  <input type="checkbox"/> Rail  <input type="checkbox"/> Airport  <input type="checkbox"/> Port  <input type="checkbox"/> Gas pipeline  Other infrastructure – <i>please describe</i></p>
<p>Location of eligible facility and project area: State and County, place name of the city, town, or jurisdiction.</p> <p>Provide Census FIPS codes or other geographic code identifiers for the facility location and project area.</p> <p>Provide geographic coordinates for the facility (bounding box comprised of four pairs of coordinates that create a rectangle around the facility).</p>	
<p>Are the eligible facility and project area located in an economically disadvantaged community? See Section H - Definitions. (Please select one.)</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p>Is the project located in a rural area? See Section H - Definitions. (Please select one.)</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p>For Capital Construction Grant applicants: Is the lead applicant the Facility Owner? (Please select one.)</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p>Pre-requisite for Capital Construction Grant applicants: Is the proposed project already included in the STIP, TIP, or equivalent? For transit projects, is the project in the <b><u>Transit Asset Management</u></b> Plan? (Please select one and provide a link or include as a supplemental document.)</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No (Please provide additional details in the Project Readiness portion of the application describing how the project will be in such plan by the time of obligation of the award.)</p>

<p><b><u>For Planning Grant applicants and Capital Construction Grant applicants:</u></b>  <b><u>Name of the Facility Owner(s) of the eligible facility creating the barrier, if not the Lead Applicant.</u></b>  <u>Note – The NOFO defines “Eligible facility” as a highway or other transportation facility that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors.</u></p>	
<p><b><u>For Capital Construction Grant applicants:</u></b>  <b><u>If the lead applicant is not the Facility Owner, does the application include a Facility Owner endorsement?</u></b>  <u>(Please select one.) Note - In its endorsement, the Facility Owner should explicitly acknowledge an understanding of the proposed project and the intent to carry out a construction action on the facility that it owns. The Facility Owner should also acknowledge an understanding that if DOT makes the award, the Facility Owner agrees to act as the recipient and administer the award. The Facility Owner may ultimately choose to administer the award through a sub-recipient. See <a href="#">FAQs</a> for more information.</u></p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No</p>
<p><b><u>RCP Project Type:</u></b>  <b><u>What type of transportation facility construction is proposed to reconnect your community, if known?</u></b>  <u>(Select multiple as appropriate.)</u></p>	<p><input type="checkbox"/> Pedestrian – Bicycle  <input type="checkbox"/> Transit  <input type="checkbox"/> Road  <input type="checkbox"/> Eligible Facility Removal  <input type="checkbox"/> Bridge, Tunnel, Cap, Deck or Lid  <input type="checkbox"/> Rail  <input type="checkbox"/> Other infrastructure – <i>please describe</i></p>
<p><b><u>Total Reconnecting Communities grant request amount.</u></b>  <u>Note: For Planning, the maximum RCP grant award is \$2 million. For Capital Construction, the minimum RCP grant award is \$5 million.</u></p>	

# City of Hailey Reconnecting Communities Grant Project Narrative

## Overview

Tucked between three mountain ranges, Hailey is located in the heart of the Wood River Valley in central Idaho. The Shoshone-Bannock people first inhabited this region 10,000 years ago. The mining boom of the late 1880's brought miners to the Wood River Valley, who officially established the City of Hailey as the main resource center for the region in 1881. Hailey has evolved overtime, turning from mining, to ranching to eventually tourism as its driving economic engine. In the 1930's Sun Valley Resort was developed 13 miles to the north, and the primary industry became tourism and hospitality. Hailey continues to be a popular tourist destination, attracting over 400,000 visitors annually for the world class skiing at Sun Valley Resort, recreational access, and distinct cultural events.

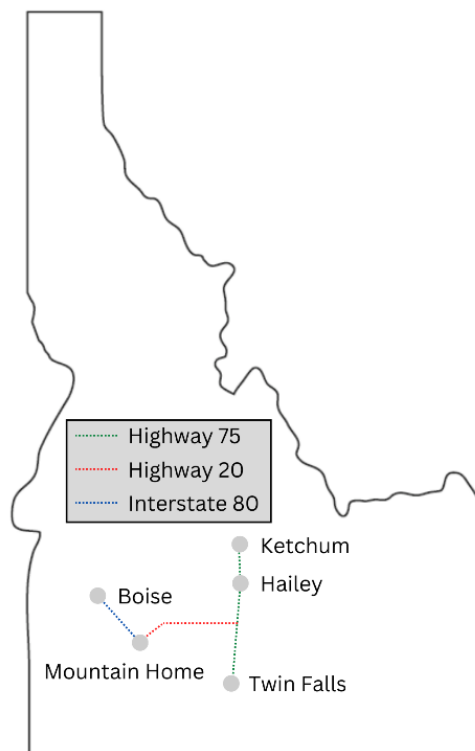
Hailey is the most populous city in Blaine County, home to the community's workforce. With a fast-growing population base, the City currently serves 9,400 residents, 31% of which are Hispanic, as reported in the 2020 US Census. Although we do not qualify as an economically disadvantaged community through the EPA's EJ Screening Tool, our situation is somewhat unique as a small mountain town that abuts a ski resort. The cost of living is substantially higher locally than in surrounding areas. United Way reports that **52% of Blaine County residents**

**qualify as Asset-Limited, Income-Constrained, Employed (ALICE).** This standard indicates that

households are earning over the Federal Poverty level but are still not earning enough to get by. Feeding America reported in May of 2020 that Blaine County has the **fifth highest food costs in the nation** - our local food bank estimates that one in three people in Blaine County are considered food insecure or one crisis away.

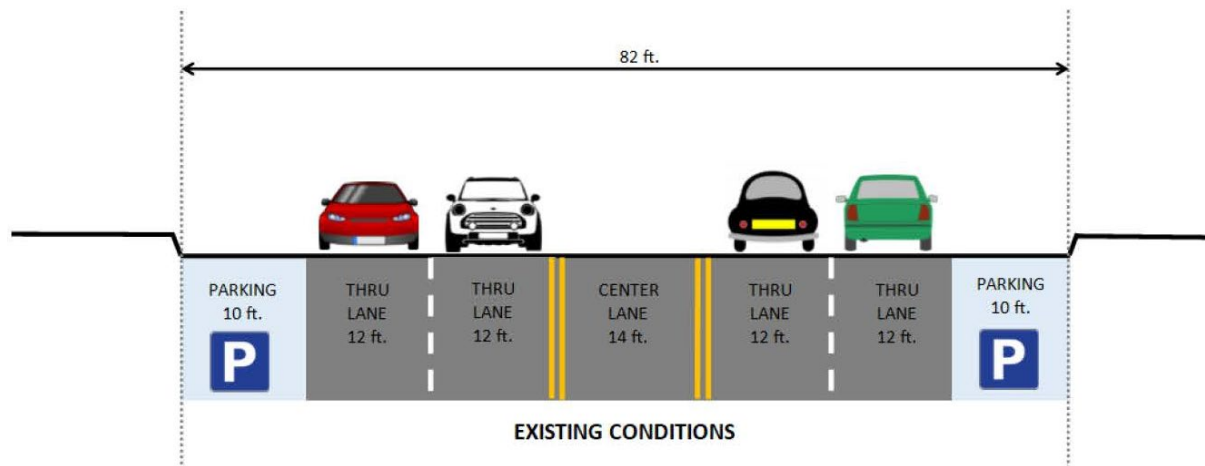
Our population has **undergone rapid growth since the COVID pandemic.** As increasing numbers of visitors choose to live full time in Hailey, the local workforce has struggled to find affordable housing. Hailey's residents are being forced to seek out more affordable, removed locations for housing - increasing time spent commuting daily. Our average daily traffic count on Main Street exceeds our population, with an average of 10,000 vehicles driving through our town daily.

State Highway 75 doubles as our Main Street, and runs north/south through town. It effectively bisects our small town into East and West sides, disconnected from



each other. Highway 75 is the only road connecting Hailey with the resort town of Ketchum to the north, and the larger cities of Twin Falls and Boise to the South and West. This corridor is the main artery of our community and is the most heavily trafficked thoroughfare in all of Blaine County. Many visitors and workers travel 30+ miles on the highway daily to access work, healthcare facilities, grocery stores, and other necessary destinations. Although the speed limit through Hailey is 25 MPH, the limit transitions quickly to 55 MPH to the North and South – and the road design does not change through town, leading to average speeds of 26-30MPH through the downtown corridor. The current width of the roadway is five (5) lanes, creating a very wide vehicular corridor bisecting the town. Higher average speeds contribute to a “drive-through” culture, bypassing our City as a destination in its own right. The highway is a significant barrier to community connectivity, dividing our population down the middle, and creating an impediment to bike and pedestrian mobility, access, and economic development.

*Current Main Street Design:*



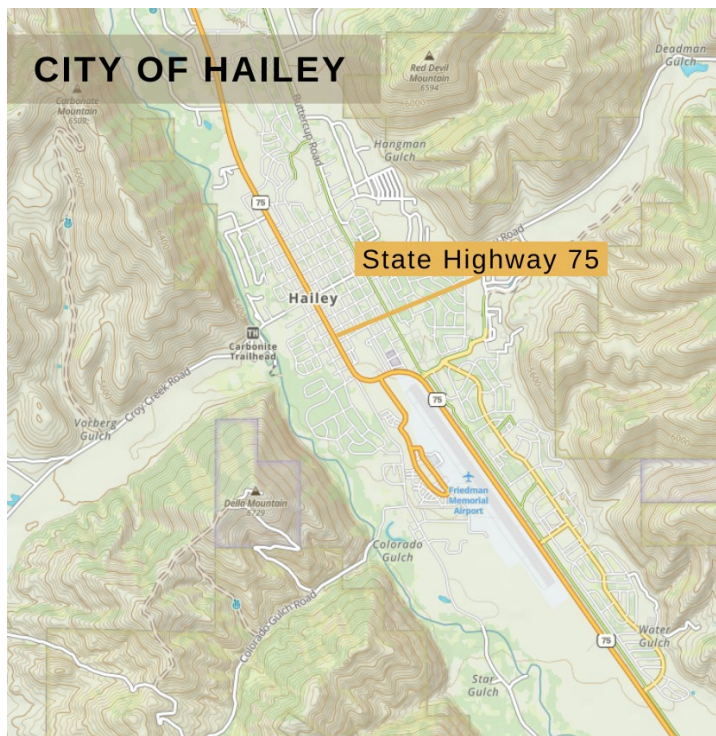
All residents of and visitors to Hailey are impacted by State Highway 75 – it is the only road connecting our community to surrounding cities. Those that are most affected by this barrier include school-age children that must cross to access school, mobility impaired individuals who require additional safety measures to reliably cross the street, members of our community who rely on walking or biking as their means of transportation, local businesses and more. In particular, our lower-income citizens, who rely on the local transit system as their means of transportation, are adversely impacted by Highway 75. Crossing Main Street to access transit hubs poses a significant barrier to their ability to access transportation. The City has heard from residents of all different backgrounds that it is a priority to address how Main Street can be reimagined to better meet the needs of our citizens and be part of an accessible, multimodal network across the City.

Hailey is committed to helping our community reach its true potential in providing a high quality of life both for our residents and visitors. By studying and rethinking our Main Street, we can build on our community’s priorities, including sustainability, equity, affordable housing, and

a more walkable and bikeable community. We are currently on the cutting edge of sustainability practices for new and redevelopment projects in our state, with a focus on projects that serve our lower income workforce. We have aggressively invested our efforts into the development of these projects to more fully incorporate these residents into our community values while providing a means for them to grow in their careers and gain financial stability. Hailey has developed over 470 community housing units since 2010, which represent approximately 14% of the overall housing supply. Much of our current workforce housing development is limited to areas that are becoming increasingly isolated from their destinations due to the highway barrier that is rising in severity as it becomes more heavily trafficked year after year. This barrier restricts opportunities to achieve our goals of multi-modal and pedestrian connectivity for these workforce housing projects and other users while becoming increasingly unsafe for all users.

Our community is unfortunately growing in a bifurcated direction due to our inability to bridge the gap from one side of the highway barrier to the other. We need help creating a plan that will guide us into a future that reconnects our community and reinvests in our historic downtown while balancing the demands of vehicle traffic, safety, and mobility. It is our goal to revitalize our local economy by providing residents with better access to critical services, making downtown more walkable, and decreasing dependence on vehicles. This plan will address existing disparities in our community by prioritizing access for our most marginalized and mobility-limited residents, encouraging development in a walkable downtown core, and including access to affordable housing in the urban center.

## Location and Map



This project is located within the city limits of Hailey, in the Wood River Valley of Blaine County, Idaho. Hailey is a high desert landscape, at the foothills of mountainous central Idaho, with an elevation of 5,320ft. Hailey is the county seat of Blaine County. The latitude and longitude of Hailey are 43.5196° N, 114.3153° W.

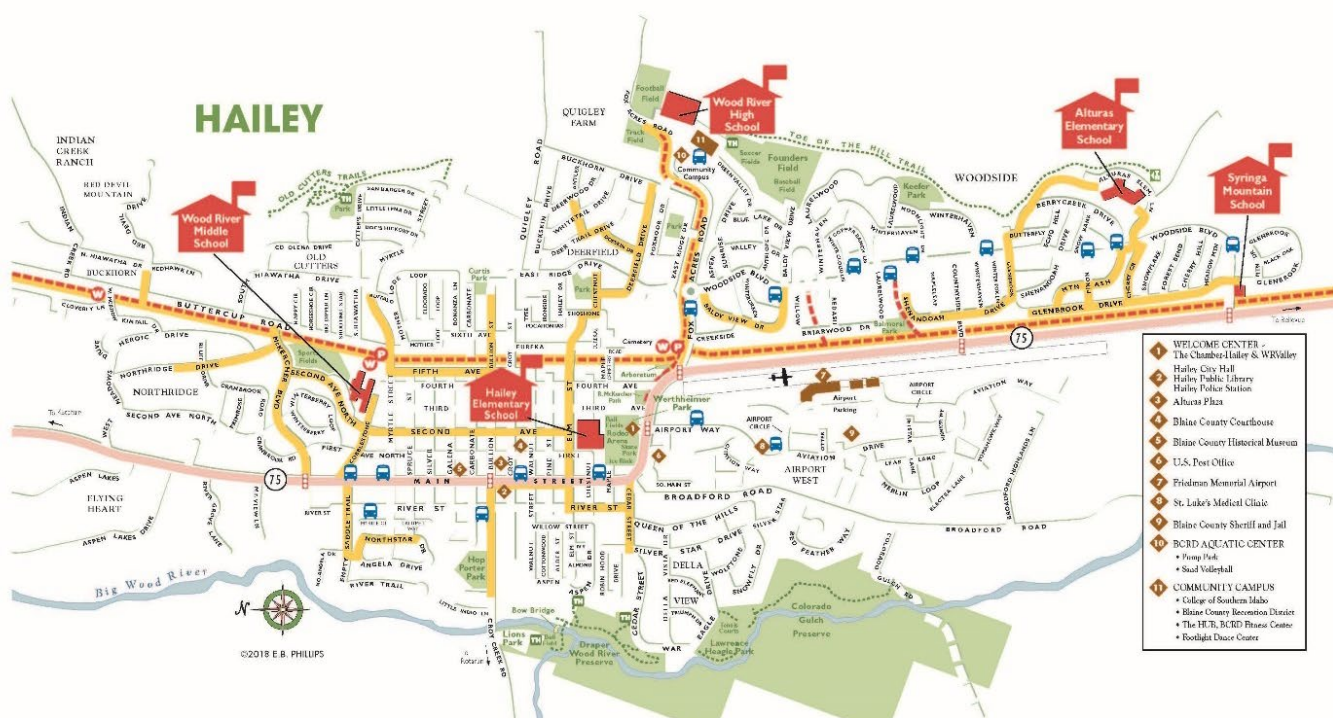
State Highway 75 (SH75) cuts through the entire length of the city of Hailey from South to North, doubling as our Main Street. SH75 is the primary thoroughfare in the Wood River Valley, moving large numbers of commuter, freight and tourism



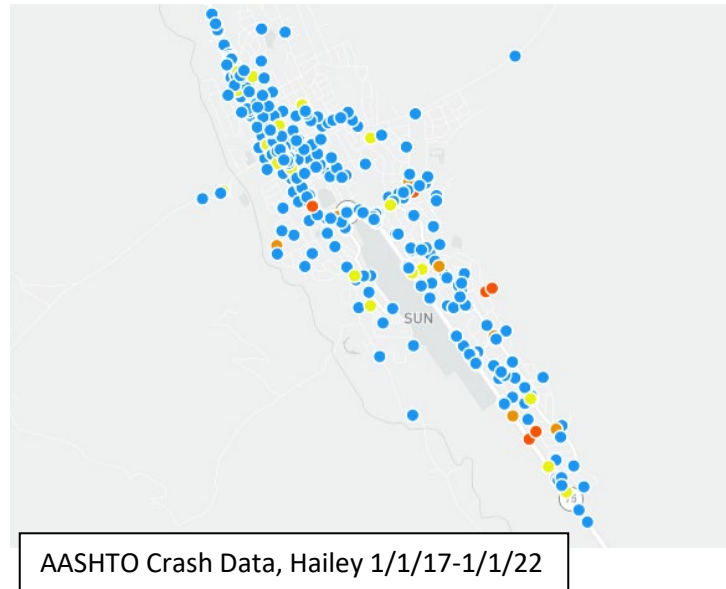
vehicles daily. By prioritizing through traffic over local access, SH 75 creates a barrier to community connectivity. The highway limits multimodal network connectivity, access, mobility, and downtown economic development opportunities.

Our local Transportation Authority, Mountain Rides, has worked to develop Safe Routes to School (see below map) that connect to the existing multi-modal transportation infrastructure. A special consideration for our town is addressing the road and safety conditions during the long winter season. On average, Hailey sees 90 inches of snow over the course of the winter, which begins in October and lasts through April.

#### Safe Routes to School Multi Modal Transportation Network



The majority of crashes in Hailey are clustered along SH75 according to the Idaho Transportation Department AASHTOWare Safety dashboard, Hailey experienced 691 crashes between 2017-2022, including one fatality, and 15 suspected serious injury involved crashes.



## Responses to Merit Criteria

### #1: Equity, Environmental Justice, and Community Engagement

To date, the City does not have a strong analysis of the socioeconomic disparities and environmental risks associated with our Main Street doubling as Highway 75. With this Planning Grant funding, we will work with our community to analyze community needs and propose equitable solutions to address concerns over Highway 75 and develop a plan for a better-connected City. Our Planning study will analyze the historic and current policies that contribute to undue burden being placed on certain members of our community, and strongly consider environmental burdens and risks.

One of the most densely populated and diverse neighborhoods in Hailey runs parallel to Highway 75. It is likely that these residents experience heightened levels of air pollution from tailpipe emissions, roadway debris, and increased particulate matter associated with high levels of vehicular traffic. These pollutants have been associated with adverse health effects including asthma, cardiovascular disease, and impaired lung development in children. Our Planning study will evaluate these and additional environmental justice metrics to better understand how to alleviate the burden that these community members are facing.

As a City, we are committed to decreasing our greenhouse gas emissions and will ensure that the concerns of those most impacted by environmental burdens are brought to the forefront of the planning discussion. We will develop a Community Participation Plan that supports Title VI regulations to meaningfully engage our community in the planning process, determine goals for community participation, and establish standards to evaluate effectiveness. We will conduct outreach in a variety of methodologies to increase our reach and will offer materials in both Spanish and English. Through this outreach process, we will identify key partners and



representatives who will be asked to join a taskforce to help develop the Plan. Grant funding will allow us to reimburse these community members for their time and knowledge contributing to the development of a Plan.

## #2: Mobility and Community Connectivity

We are committed to developing a low stress, connected multimodal network throughout our City. Over the past five years the city has installed multiple bike and pedestrian improvements including multi-use pathways along Croy and Myrtle Street, tested some of the first advisory bike lanes in the state of Idaho on 2<sup>nd</sup> Ave which have proven very successful, and installed additional Rectangular Rapid Flashing Beacons at key intersections. We are working towards a complete, multimodal network that efficiently connects our entire community. However, sharing our Main Street with State Highway 75 creates a significant barrier to east/west community connectivity in our small town. All public schools are on the east side of Hailey, while multiple grocery stores, large employers, and popular recreational trails are on the west side of the highway. In addition to creating a barrier to access, Main Street currently functions as a barrier to economic development in our community. High relative speeds and the 82 ft. wide roadway prioritize the needs of vehicular traffic over the needs of people. We lack a comprehensive plan to transition from Main Street being a barrier to realizing its potential as an asset in the center of town. This planning grant will determine how the City of Hailey can balance existing transportation needs with economic and cultural development to increase mobility and community connectivity. With this funding, we will develop feasibility studies to inform creative solutions to increase access to multimodal transport, encourage economic development in our urban core, and decrease reliance on personal vehicles year-round.

## #3: Community-based Stewardship, Management, and Partnerships

Our approach will be community-centered, to create an equitable and nuanced solution that addresses the needs of our citizens. We will establish a representative advisory group to oversee the planning process. Members of the group will be paid for their time to contribute to this effort. We will also develop formal partnerships with relevant agencies, businesses, and non-profits to engage all necessary parties in the decision-making process including:

- Mountain Rides Transportation Authority
- Idaho Transportation Department
- Wood River Land Trust
- NAMI Wood River Valley
- ARCH Community Housing Trust
- Idaho Transportation Department
- The Chamber of the Wood River Valley
- Blaine County Recreation District

These are existing partners that the City has worked with countless times in the past. We pride ourselves on having positive and productive relationships with our community members who provide knowledge and expertise to the City.

#### #4: Equitable Development and Shared Prosperity

The City of Hailey's Comprehensive Plan prioritizes equity, mobility, and connectivity – as a City we strive to create a thriving and resilient community. The City has made affordable housing a priority and is exploring creative opportunities to increase housing affordability and availability, such as the newly launched Lease to Locals program. We are in the process of developing a Climate Action Plan in collaboration with local businesses, non-profits and three adjacent municipalities. We are committed to working with key players in our community to establish equitable plans that redress inequities and barriers to opportunity. The following tables include the goals and indicators included in our Comprehensive Plan.



*Main Street Traffic & Pedestrians*

### Equity Related

Goals	Indicators
<b>6.1</b> Encourage a diversity of economic development opportunities within Hailey	<ul style="list-style-type: none"> <li>- Percentage of Population Below Poverty Level</li> <li>- Unemployment Rate</li> <li>- Per Capita Personal &amp; Median Household Income</li> <li>- Median Income per Full Time Employed Individuals</li> <li>- Educational Background of Adult Population</li> <li>- Percentage of High School Students Graduating</li> <li>- Employment and Job Growth by Sector</li> </ul>
<b>7.1</b> Encourage a variety of projects and programs that meet the needs generated by various segments of the population, especially the needs of those who risk suffering effects of discrimination or are socially or economically disadvantaged.	<ul style="list-style-type: none"> <li>- Median incomes of households by Racial &amp; Cultural Background</li> <li>- Percentage of renters paying more than 30% of income on housing</li> <li>- Percentage of citizens 18-64 with high school diploma or GED, with Bachelor's degree, with Master's degree</li> </ul>
<b>7.2</b> Encourage projects and programs that seek to provide opportunities for cultural, cross-cultural and educational enrichment.	<ul style="list-style-type: none"> <li>- Art establishments (non-profit and commercial) per 1,000 population</li> <li>- Percentage of employment in non-profit and commercial arts establishments as a proportion of all employment</li> <li>- Number of non-profit organizations per 1,000 population</li> <li>- Number of non-profit community celebrations, festivals, fairs and parades per 1,000 population</li> <li>- Contributions to non-profit art organizations per capita</li> </ul>
<b>8.1</b> Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels.	<ul style="list-style-type: none"> <li>- Supply of Affordable Rental Housing</li> <li>- Percent of Income for Housing Costs</li> <li>- Home Affordability</li> <li>- Housing Costs in Relation to Income</li> <li>- Distribution of Community Housing Units</li> <li>- Public Dollars Spent for Community Housing</li> </ul>

### Transportation/Mobility Related

Goals	Indicators
<b>5.5</b> Lessen dependency on the automobile.	<ul style="list-style-type: none"> <li>- Amount of development (number of units and units/acre) within ¼ mile of a commercial activity area, neighborhood service area and/or transit stop.</li> </ul>
<b>10.1</b> Create and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents.	<ul style="list-style-type: none"> <li>- Transit Ridership</li> <li>- Percent of population within ¼ mile of a transit stop</li> <li>- Percent of residents who walk, bike, use transit, or carpool to work</li> <li>- The length and proportion of major streets that meet the city's minimum Complete Streets standard</li> <li>- Percent of the residential neighborhoods connected to 'destination' areas (schools, shops, restaurants) by pedestrian friendly streets</li> </ul>
<b>13.2</b> Ensure the provision of safe, adequate, convenient multi-modal transportation access to all existing and future school sites.	<ul style="list-style-type: none"> <li>- Sidewalk connections and other designated safe routes to school infrastructure</li> <li>- Average amount of time a student spends on a school bus traveling between home and school</li> </ul>

## Budget

We anticipate that the Planning Grant will cost a total of \$100,000. \$80,000 will be directly from Reconnecting Communities funds, and \$20,000 will be from local and/or in-kind funding.

### A. Personnel:

Position	Computation:	Cost:
Transportation Planner	$\$100,000 \times 30\% \times 2 \text{ years}$	\$60,000
Program Coordinator	$\$40,000 \times 30\% \times 2 \text{ years}$	\$24,000
Bilingual Coordinator	$\$32,000 \times 12.5\% \times 2 \text{ years}$	\$8,000
Taskforce Committee	$\$135/\text{meeting} \times 5 \text{ Members}$ x 12 meetings	\$8,000

The Transportation Coordinator will work closely with the Program Coordinator to dedicate 30% of their time to this project by coordinating and organizing meetings between partner organizations, and managing the planning study. The Bilingual Coordinator will work closely with the Program Coordinator to ensure all materials are shared in both Spanish and English and collaborate on DEI outreach. The Taskforce Committee will represent community engagement, and will be paid to attend 12 meetings over two years to help provide insight and feedback to the planning process.

**Total Personnel: \$100,000**

**Return to Agenda**

## AGENDA ITEM SUMMARY

**DATE:** 10/24/2022 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to approve Resolution 2022-\_\_\_\_ and amend the Public Art Mural License Agreement to reflect the payment schedule for the Hop Porter Park Mural and legal name of the artist, Juan D. Estrada. **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code N/A  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** This amendment is to clarify the payment schedule for the Hop Porter Park Mural work and reflect the artist's legal name Juan D. Estrada, instead of his unofficial branded name John Zender.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line-Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: 10/23/2022  
Staff Contact: Robyn Davis Phone # 788-9815 #2015

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve Resolution 2020-\_\_\_\_ and amend the Public Art Mural License Agreement to reflect the payment schedule for the Hop Porter Park Mural and legal name of the artist, Juan D. Estrada. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_  
City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt. /Order Originals: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies \_\_\_\_\_  
Instrument # \_\_\_\_\_

**CITY OF HAILEY**  
**RESOLUTION NO. 2022-\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR'S SIGNATURE ON AN AGREEMENT BETWEEN  
THE CITY OF HAILEY AND MURALIST JUAN D. ESTRADA  
FOR A MURAL AT HOP PORTER PARK.**

WHEREAS, the City of Hailey desires to paint a mural on the exterior walls of the Hop Porter Park restroom building,

WHEREAS, the City of Hailey desires to enter into an agreement with muralist John Zender Estrada to provide the required services,

WHEREAS, the City of Hailey and muralist Juan D. Estrada agree to the terms and conditions of the agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the agreement between the City of Hailey and muralist Juan D. Estrada, and that the mayor is authorized to execute the attached document.

Passed this 24th day of October, 2022.

City of Hailey

\_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk



## Public Art Mural License Agreement

This Agreement is between the City of Hailey (Property Owner and Licensor) and Juan D. Estrada (Licensee or Artist).

### Recitals

1. The City has adopted a process for the placement of public art murals (Mural) on public and private buildings throughout Hailey, ID.
2. The City of Hailey owns the restroom building situated at Hop Porter Park (HAILEY FR SE NW, FR NE SW TL 1259 TL 14, SEC 9 FR NWSE & NESW SEC 15 2N 18E OLD POWER PLANT/CITY PARK) and is willing to make the exterior walls of the restroom building available for a public art mural.
3. The Mural becomes the property of the City of Hailey, the Property Owner. The City of Hailey may remove the mural after a period of five (5) years.
4. The Hailey Arts and Historic Preservation Commission (HAHPC) chose Juan D. Estrada (Licensee), an independent muralist, to paint the exterior walls of the restroom building at Hop Porter Park.

Now; therefore, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **License Granted.** The Property Owner grants the Licensee, via the Licensor, permission to install the Mural on the exterior walls of the restroom building at Hop Porter Park located at HAILEY FR SE NW, FR NE SW TL 1259 TL 14, SEC 9 FR NWSE & NESW SEC 15 2N 18E OLD POWER PLANT/CITY PARK. The Mural is to be installed as per the design approved by the Hailey Arts and Historic Preservation Commission with final approval of the City Council.
2. **Term of License.** The license shall commence at 7:00am on September 13, 2022. This license is valid through October 31, 2022 at 5:00pm.
3. **Use of Site.** The site for which the license is granted shall be used by Artist, via the Licensor, for the sole and exclusive purpose of painting the Mural and touch-up repairs, for no other purposes without the prior written consent of the City of Hailey (Property Owner and Licensor).
4. **Scope of Work.** Artist (Licensee) will paint a public Mural, as described in Exhibit A, attached hereto and incorporated by reference, on the exterior walls of the restroom building at Hop Porter Park. The parties agree to maintain proper communication, as appropriate. All duties to be performed hereunder shall be performed as specified or, if not specified, in a prompt and timely manner. The Artist agrees to use Artist's best efforts to complete the Mural project in a reasonable amount of time.
5. **Payment.** Artist (Licensee) and the City of Hailey (Licensor) agree to donate the Mural to the Property Owner at no cost to the Property Owner. The City will be responsible for compensating the Licensee Three Thousand Eight Hundred Dollars (\$3,800) for services provided—including

supplies, travel, and labor costs— pursuant to this Agreement. The payment schedule is as follows:

- a. One Thousand Four Hundred Dollars (\$1,400), upon execution of this Agreement, receipt of which is hereby acknowledged.
- b. Two Thousand Four Hundred Dollars (\$2,400), upon satisfactory execution (by the City) of the mural, as designed.

6. **Artist Responsibilities.** The Artist represents and warrants that the Mural to be created is an original work of art and that the Mural shall be a faithful rendition of the preliminary design submitted by the Artist and approved by the Hailey Arts and Historic Preservation Commission. Artist shall grant a non-exclusive license to the City/Property Owner to copy or reproduce the Mural for all standard collection purposes including, but not limited to: City websites or social media, handouts, brochures, and to authorize others to do the same. Artist shall provide the City with digital images of the completed Mural in a format agreed upon between parties. Proper credit will be given to the Artist and attached to every marketing medium that utilizes said piece.
7. **Mural Maintenance.** Artist acknowledges that maintenance of the Mural on a regular basis is essential to the integrity and appearance of the Mural. This includes regular touch-ups related to minor cracks, scratches and minor instances of graffiti. Therefore, for the length of time that the Mural is on Site, the City of Hailey shall be responsible for minor maintenance and repair of the Mural. If there is a need for larger-scale maintenance, the City agrees to notify and consult with the Artist to determine the extent of repairs and develop a plan, which may include artist compensation. If the Artist is unable to oversee larger-scale maintenance and repairs, the City shall have the right to make such necessary maintenance and repairs, as needed. A graffiti-proof, invisible protective layer can be applied to secure years of the Mural's appearance, and subject (safe) removal of any graffiti.
8. **Mural and Site Alterations.** The parties agree that, to the extent allowed by law:
  - a. It is the Artist's intent to retain and publicly display the Mural at the Site for a period of five (5) years. However, all parties acknowledge that circumstances may arise that would make it prudent for the City or Property Owner to remove the Mural from public display. When such circumstance arises, the parties shall confer in good faith about the future status of the Mural.
  - b. The City/Property Owner shall notify Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Mural. The City/Property Owner shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City/Property Owner shall make a reasonable effort to maintain the integrity of the Mural during such alteration.
  - c. If the City/Property Owner are unable to locate and communicate with the Artist, the City/Property Owner shall have discretion whether to display or deaccession the artwork and to determine whether artwork, which has been damaged or destroyed, shall be repaired.
  - d. Consistent with the paragraphs above and in the case of removal, Artist agrees to waive all rights with regard to the work while retaining copyright to the Work.

- e. The City/Property Owner will not intentionally use the Mural in any manner that would reflect discredit on the Artist's name or reputation as an Artist, or which would violate the spirit of the work.
- 9. Copyright.** Artist reserves all copyrights in the Mural, the preliminary design, and any incidental works made in the creation of the Mural. Artist does; however, grant the City/Property Owner permission to reproduce Mural image for noncommercial purposes. Proper credit will be given to the Artist and attached to every marketing medium that utilizes said piece.
- 10. Title and Ownership of Work.** Upon completion and installation of the work and upon final acceptance by the City, title to the Mural shall pass to the Property Owner.
- 11. Indemnification.** The Licensee/Artist is not, under this Agreement, an employee or agent of the City of Hailey or the Property Owner. The Licensee/Artist covenants and agrees to indemnify, defend and hold Hailey and the Property Owner harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of Licensee/Artist, its agents, employees, assigns or anyone subcontracting with Licensee/Artist, related to damages alleged or proven, that arise out of the Licensee/Artist installation, construction, operation, or maintenance of the mural contemplated herein; to bodily injury, property damage, personal injury and/or death that arise out of the Licensee/Artist construction, operation or maintenance of said mural and to the provision of any service or duty under this Agreement. Licensee/Artist shall have the duty to appear and defend any such demand, claim, suit or action on behalf of Hailey and or the Property Owner, without cost or expense to Hailey and or the Property Owner. The Licensee/Artist agrees fully to indemnify, save and hold harmless the City of Hailey and the Property Owner and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Licensee/Artist, or its agents.
- 12. Modification.** Any modification of the terms of this Agreement, including assignment of rights or obligations, shall be in writing and signed by all parties.
- 13. Termination.** This Agreement shall terminate as outlined in Section 2 provided however, that the City/Property Owner reserves the right to terminate the license granted by this Agreement at any time and for any reason by giving Artists at least thirty (30) days written notice of such termination, except that the City/Property Owner may, at the election of the City/Property Owner, terminate the license immediately without such notices at any time, if (i) Artist fails to comply with or abide by each and all of the provisions of this License Agreement, or (ii) if the continued use of the license presents health or safety hazard.
- 14. Cleanliness of Site.** Artist shall not store, use, or dispose of any toxic or hazardous materials in, on, or about the Site without the prior written consent of City/Property Owner, and shall keep

the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At the completion of the Mural project, Artist shall remove from and about the Site waste materials, rubbish, Artist's tools, construction equipment, machinery and surplus materials. If Artist fails to clean up as provided herein, the City may do so and the cost thereof shall be charged to Artist. Artist shall be solely responsible for and will defend, indemnify, and hold City, its agents, and employees, harmless from and against all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the removal, clean-up, and materials necessary to return the Site and any other property of whatever nature located on the Site to their condition existing prior to the appearance of any materials related to the Mural project. Artist's obligations hereunder shall survive the termination of this Agreement.

**15. Governmental Powers.** It is agreed that, by executing this Agreement, City does not waive or surrender any of its governmental powers or authority.

**16. Severability.** If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provisions of this Agreement.

**17. Miscellaneous.**

- a. This Agreement supersedes all prior discussions and contains all agreements and understandings between Artist and City/Property Owner with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by all parties.
- b. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Any provision of this Agreement that would require performance subsequent to the termination or expiration of this Agreement shall likewise survive any such termination or expiration.
- c. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- d. The recitals are incorporated herein by reference as if set forth herein in full.

City of Hailey

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Martha Burke, Mayor

ATTEST:

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Mary Cone, City Clerk

**City of Hailey (Property Owner)**

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

Business: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**Juan D. Estrada (Licensee/Artist)**

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

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**JUAN D. ESTRADA**

2 Business name/disregarded entity name, if different from above  
**CREATIVE ART SOLUTIONS**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.  

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**45443 3 RD STREET EAST**

6 City, state, and ZIP code  
**LANCASTER CA 93535**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

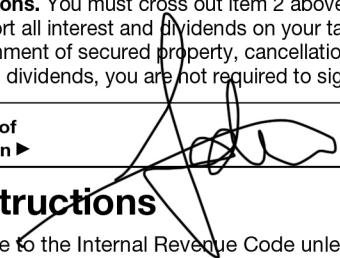
Social security number  

5	5	9	-	3	3	-	6	0	5	4
---	---	---	---	---	---	---	---	---	---	---

or  
Employer identification number  

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

**Part II Certification**  
Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
3. I am a U.S. citizen or other U.S. person (defined below); and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  
Signature of U.S. person ► 

Date ► **10/13/2022**

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.  
• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 10/24/22

**DEPARTMENT:** Police/Admin

**DEPT. HEAD SIGNATURE:** LH

**SUBJECT:**

Motion to approve Resolution 2022-\_\_\_\_\_, authorizing a contract for services with Frederick Allington, Esq. to provide serves for prosecution of misdemeanors Hailey for FY 2022-23, for an annual amount of \$50,636.00

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Hailey misdemeanor prosecution contract with Rick Allington expired at the end of September 2022. The Hailey Police Department is satisfied with Mr. Allington's services and would like to extend the misdemeanor prosecution contract with the same terms as the expiring contract. In 2021 the City has added training obligations to the contract, which will require the prosecutor to educate HPD on best practices under current or changing laws. The contract amount of \$50,636 represents a 5% increase over last years budget. An increase of 4% was appropriated in the FY 22/23 budget. However, staff finds the 5% increase to be merited, and the small amount of savings (\$506) can be absorbed elsewhere in the budget. Budget.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: C**

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2022-\_\_\_\_\_, authorizing a contract for services with Frederick Allington, Esq. to provide serves for prosecution of misdemeanors Hailey for FY 2022-23, for an annual amount of \$50,636.00

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_  
City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

\*Additional/Exceptional Originals to: \_\_\_\_\_



**CITY OF HAILEY**  
**RESOLUTION NO. 2022-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR PROSECUTION OF  
CITY MISDEMEANORS WITH FREDRICK ALLINGTON FOR \$50,636.**

WHEREAS, the City of Hailey desires to enter into a contract for services with Fredrick Allington, Esq. to perform services as the misdemeanor City Prosecutor for the City of Hailey; and

WHEREAS, the City of Hailey and Fredrick Allington have agreed to the terms and conditions of the Agreement for Prosecution of City Misdemeanors, 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 attached Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Agreement for Prosecution of City Misdemeanors.

Passed this 24<sup>th</sup> day of October, 2022.

City of Hailey

\_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

## **AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS**

AGREEMENT made this \_\_\_\_ day of October, 2022, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF HAILEY, IDAHO, (collectively hereinafter referred to as "City");

### **WITNESSETH**

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, the City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of the City; and

WHEREAS, the City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

#### **1. PERFORMANCE OF SERVICES.**

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from Magistrate to District Court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
  - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
  - (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
  - (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
  - (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
  - (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing hearings; and
  - (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
  - (8) Meet with City staff on a monthly basis or as needed to discuss the progress of City Ordinance prosecutions; and
  - (9) Provide yearly statistical reports to the City as to the number of cases disposed of by Attorney; and
  - (10) Keep informed of new developments in criminal law and criminal procedure.
  - (11) Coordinate with the Blaine County Prosecuting Attorney's office to conduct and participate in semi-annual training sessions of the City's law enforcement staff team.
- C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.
- D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1<sup>st</sup> day of October, 2022 through the 30<sup>th</sup> day of September, 2023.
3. **COMPENSATION**
  - A. Compensation per year of FIFTY THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$50,636.00) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2022 through September 30, 2023.
  - B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the first day of each and every month commencing on October 1, 2021.
  - C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.
4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the City to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.
5. **COSTS OF PROSECUTION.** City are responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
- C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, City and local laws, rules and regulations.

9. **TERMINATION OF AGREEMENT.**

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
  - (1) A finding by a majority of the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City' notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
  - (2) The event that for any upcoming fiscal year during the term of this Agreement, the City does not appropriate funds for the prosecution of criminal violations under the terms of this Agreement.

B. The City may terminate this Agreement immediately upon Attorney's:

- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
- (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.

C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.

10. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
11. **HEADINGS.** The headings in this Agreement 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 Agreement or any provisions hereof.
12. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
13. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
14. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
16. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

17. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
18. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
19. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
20. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
21. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims arising or resulting from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTORNEY:

CITY OF HAILEY, IDAHO

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Frederick C. Allington

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Martha Burke, Mayor

ATTEST:

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Mary Cone, Hailey City Clerk

**Return to Agenda**



## **AGENDA ITEM SUMMARY**

**DATE:** 10/24/2022    **DEPARTMENT:** Legal    **DEPT. HEAD SIGNATURE:** CPS

-**SUBJECT:** Motion to approve Mayor's signature on a Baseline Documentation Report related to Conservation Easement on and over a portion of Lot 2, Block 1, Croy Canyon Ranch Subdivision 1 approved with Resolution 2022-092 in October 11, 2022 meeting.

- **AUTHORITY:** x ID Code 50-301 ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code    HMC  
(IFAPPLICABLE)

### **-BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City acquired the above-described property for the primary purpose of snow storage. Public uses of the excess portion of the property were explored, and Council authorized a Letter of Intent Agreement on or about August 6, 2021, whereby WRLT committed to purchasing a Conservation Easement. Thereafter an appraisal was had, and Conservation Easement approved, at the October 11, 2022, regular meeting. Execution of the Baseline Documentation Report will complete the paperwork prerequisite to closing the transaction.

### **- 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)**

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

### **RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Mayor's signature on a Baseline Documentation Report related to Conservation Easement on and over a portion of Lot 2, Block 1, Croy Canyon Ranch Subdivision 1 approved with Resolution 2022-092 in October 11, 2022 meeting.

--

### **FOLLOW-UP REMARKS:**

**BASELINE DOCUMENTATION REPORT**  
in support of the  
Conservation Easement Agreement for the Croy Canyon property  
Blaine County, Idaho  
October \_\_, 2022



Prepared by:  
Chad Stoesz  
for  
Wood River Land Trust  
119 East Bullion Street  
Hailey, Idaho 83333

Presented to the “**Landowner**,” which includes:  
City of Hailey

In support of a Conservation Easement granted by the Landowner  
to Wood River Land Trust (the “**Land Trust**”) on October \_\_, 2022

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Exhibit L: Preparer Qualifications	
Exhibit M: Plant Survey (may be completed and attached within 12 months)	

## **I. OWNER ACKNOWLEDGMENT STATEMENT**

### **A. Contact Information:**

Landowner Name and Mailing Address:

- City of Hailey
  - 115 South Main Street, Suite H, Hailey, ID 83333

Land Trust Name and Mailing Address:

- Wood River Land Trust Company
  - 119 East Bullion Street, Hailey, ID 83333

### **B. Legal Description of the Croy Canyon Conservation Easement:**

A portion of Lot 2 of the CROY CANYON RANCH SUBDIVISION NO. 1 in Township 2 North, Range 18 East, Sections 8, 9 & 17.

A detailed legal description is included in the Conservation Easement Agreement, which this Baseline Documentation Report is attached to and incorporated within, recorded in the records of Blaine County on \_\_\_\_\_, 2022.

### **C. Existing Improvements:**

None

### **D. Purpose of Baseline Documentation Report:**

The Conservation Values of the Property are documented in this inventory of relevant features of the Property ("Baseline Documentation Report"), which consists of reports, maps, photographs, and other documentation that Landowner and Land Trust agree provide, collectively, an accurate representation of the Property at the time of this grant (the "Conservation Easement") and which is intended to serve as an objective, although non-exclusive, information baseline for monitoring compliance with the terms of this grant.

Landowner \_\_\_\_\_ Date \_\_\_\_\_

Martha Burke  
Mayor, City of Hailey

Land Trust \_\_\_\_\_ Date \_\_\_\_\_

Scott Boettger  
Executive Director, Wood River Land Trust

## II. BACKGROUND INFORMATION

### A. Purposes of the Conservation Easement:

The purposes of the Conservation Easement for the Croy Canyon property (the “**Property**”) are to preserve and protect the riparian and upland areas along Croy Creek in perpetuity and, in the event of their degradation or destruction, to enhance and restore the Conservation Values of the Property. In achieving this purpose, the Landowner and Wood River Land Trust intend that the Easement will confine the uses of the Property to preservation of wildlife habitat, open space, and recreational uses that are consistent with the purposes, and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. The terms under this Easement are perpetual and do not change under subsequent ownerships.

Croy Canyon provides important upland and riparian habitat for many types of wildlife including mammals, birds, reptiles, and amphibians. The Property also plays an important role in flood mitigation and maintaining the water quality of the Big Wood River. The Property is adjacent to properties owned by the Land Trust and is in close proximity to public land owned by the Bureau of Land Management (“BLM”). Protection of the Property also contributes to the scenic enjoyment of the general public, and outdoor recreation and education opportunities.

### B. Explanation of the Baseline Documentation Report:

This Baseline Documentation Report supports the Conservation Easement for the Property, which was granted to Wood River Land Trust Company on \_\_\_\_\_, 2022. The specific Conservation Values of the Property are documented in this inventory of relevant features of the Property, dated \_\_\_\_\_, 2022, on file at the offices of the Land Trust and incorporated herein by this reference (“Baseline Documentation Report”), which consists of reports, maps, photographs, and other documentation that Landowner and Land Trust agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, although non-exclusive, information baseline for monitoring compliance with the terms of this grant. 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 the Conservation Easement contained in the Baseline Documentation shall not be interpreted so as to alter, amend, or otherwise modify the Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation, the terms of the Conservation Easement shall prevail.

### C. Synopsis of Reserved and Prohibited Uses in the Conservation Easement:

#### *Non-motorized recreation (Exhibit B: Conservation Easement Paragraph 3)*

The Land Trust may make the Easement area available to the public for recreational purposes such as hiking, bicycling, fishing, horseback riding, cross-country skiing, wildlife observation and photography. The construction and maintenance of passive park structures associated with these uses is also permitted and will be detailed in a management plan (the “**Management Plan**”) to be completed by the Landowner and the Land Trust within six (6) months of the

recording of the Conservation Easement. Additionally, limited events may be conducted by the Land Trust or other public charities in accordance with the Management Plan.

*Habitat Management/Enhancement (Exhibit B: Conservation Easement Paragraph 3)*

The Land Trust may undertake riparian, native plant and animal habitat rehabilitation and restoration activities. Noxious weeds (as identified by the Idaho State Department of Agriculture) will be controlled in accordance with the Management Plan.

*Snow Storage (Exhibit B: Conservation Easement Paragraph 4.1)*

If the Landowner's Access Drive serving the adjacent snow storage site is unusable, the Landowner 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, to access the unencumbered portion of the Property for snow storage purposes. Vehicle use, structures and improvements related to snow storage may be permitted, as detailed in the Easement and the Management Plan. Improvements relating to this purpose are generally described as unpaved access drives, fences to separate snow storage activities from recreational uses, and drywells to manage snowmelt. These improvements require approval by the Land Trust. None of these improvements exist as of the date of this Baseline Documentation Report.

*Prohibited Uses (Exhibit B: Conservation Easement Paragraph 5):*

The Landowner relinquishes rights to use of the Property that conflict with the Purposes of the Conservation Easement. These are generally described as mining/surface alteration, waste disposal, modification of wetlands, land division, use of property for purposes of building density requirements, intensive agricultural activities, and construction of new roads.

### **III. PROPERTY DESCRIPTION:**

**A. Location:**

The 22.33-acre conservation easement is located less than one mile west from the City of Hailey in Blaine County. (*Exhibit D: Driving Directions*) The Easement Area is along Croy Creek, which is a tributary of the Big Wood River.

**B. Context:**

Being close to the City of Hailey, Croy Canyon in general sees a high volume of recreational traffic. The Croy Canyon Property is adjacent to lands which are protected by Wood River Land Trust, as well as proximal to public lands owned by the BLM. The Land Trust's "Hailey Greenway" is managed in a way that balances public use with ecological health, and this Property is intended to be a continuation of that project. (*Exhibit C: Context Map*)

**C. Vegetation:**

The Property contains a riparian zone and sagebrush steppe ecosystem. The Property has historically been left relatively undisturbed, although occasional seasonal sheep trailing through the property has occurred. The Land Trust and Landowner agree that within twelve (12) months of the execution of the Easement, additional baseline information, such as a vegetation survey, may be completed and incorporated as an exhibit.

Informal observations of the property report predominantly native and drought tolerant plants typically found in sagebrush steppe zones and riparian areas within the local area. These include Basin big sagebrush (*Artemisia tridentata* ssp. *tridentata*) Basin wildrye (*Elymus cineris*), Bluebunch wheatgrass (*Agropyron spictum*) Idaho Fescue (*Festuca idahoensis*), Gray rabbitbrush (*Ericameria nauseosa*), Coyote willow (*Salix exigua*) and Booth willow (*Salix boothii*) The plant life on the Property appears diverse and healthy.

#### **D. Sensitive Area:**

The Sensitive Area on the Property, which is primarily the portion of the property below the bench, is characterized by its close proximity to the riparian area along Croy Creek. (*Exhibit A: Property Map*) Riparian habitat plays a key role in bank stability and maintaining appropriate stream temperatures for cold-water fish species such as Wood River sculpin and rainbow trout. Riparian vegetation ensures that sediment transport occurs without too much erosion of stream banks during high water events, filters water to keep it clean during high water and provides overhanging cover which shields the stream surface from sun during summer.

The vegetation specifically identified in the Sensitive Area includes Coyote willow (*Salix exigua*), Chokecherry (*Prunus virginiana*), Wood rose (*Rosa woodsia*), Gray rabbitbrush (*Ericameria nauseosa*), Big Basin sagebrush (*Artemisia tridentata* ssp. *tridentata*), and various mesic forbs. The condition of the Sensitive Area is generally healthy, with a variety of native plant species typical to the area present throughout. Cheatgrass (*Bromus tectorum*) is present, but is not dominating the landscape. There were a few species of noxious weeds observed during the site visits to create this report (Scotch thistle (*Onopordum acanthium*) and Spotted knapweed (*Centaurea stoebe*), but only in small populations.

The Permitted and Prohibited Uses described in the Conservation Easement have been designed to minimize impacts to the Sensitive Area. Winter snow storage on the adjacent unencumbered portion of the bench area will be contained to that area so as to not negatively impact the Sensitive Area.

#### **E. Fish and Wildlife:**

Wildlife observed on and within the general area of the Property include moose (*Alces alces*), elk (*Cervus elaphus*), mule deer (*Odocoileus hemionus hemionus*), mountain lion (*Puma concolor concolor*), red fox (*Vulpes vulpes*), coyote (*Canis latrans*), beaver (*Castor canadensis*), and river otter (*Lontra Canadensis*). Additionally, many species of birds are routinely observed from across the larger Hailey Greenway. Sensitive, Rare, and Endangered species observed within five (5) miles of the Property are identified in *Exhibit I: Idaho Fish and Wildlife Information System Report* and *Exhibit J: Wildlife and Plant Special Status Species Map*.

#### **F. Geology and Soils:**

The Property rests over three main soil types (*Exhibit H: Soils Map*) each with its own distinct properties:

- Carey Lake loam, 2-4 percent slopes
- Marshdale-Bruneel loams 0-2 percent slopes
- Molyneux loam, cool, 2-15 percent slopes

These soils mainly contain unstable loose sand, gravel, and cobble, as well as a small percentage of contrasting inclusions of loam, which assist in supporting vegetation. The overall function of these soils is the drainage of the surrounding floodplain into the Big Wood River basin (*Archeological and Historic Survey Report, Claudia T. Walsworth 2003*).

#### **G. Land Use and Improvements:**

Currently, there are minimal permanent improvements located on the Property. There is a small amount of remnant fencing along the northern boundary with Croy Creek Road, and various sections of the upland portions have been cleared of sagebrush to facilitate groomed Nordic ski trails during the past.

#### **H. Water:**

There are currently no water rights appurtenant to the Property. The Easement identifies that should the Land Trust seek to acquire water rights in the future, those potential rights would be used for Conservation Purposes, such as habitat restoration within the Easement Area.

Croy Creek flows across a small portion of the Property. Flows of this watercourse vary greatly on a seasonal basis. (*Exhibit A: Property Map*)

#### **I. Scenic Open Space:**

The Property is highly visible from Croy Creek Road, a public road receiving heavy traffic during various times of the year. The Easement area is visible from Carbonate Mountain Trail, a popular hiking trail north of and overlooking the Easement area. Protection of the Property will prevent degradation of the scenic character of the Croy Canyon. (*Exhibit C: Context Map*)

The Land Trust intends to create trails on the Property, which will connect with the existing trail system throughout the Hailey Greenway. This expansive trail network will provide the public with increased access to open space within the Wood River Valley.

### **IV. CONSERVATION VALUES AND PUBLIC BENEFITS**

#### **A. Conservation Purposes Recognized by the Internal Revenue Service:**

The Croy Canyon property possesses significant natural, scenic, open space, and ecological values (collectively “Conservation Values”) of great importance to the Land Trust, the people of Blaine County, the people of the State of Idaho, and the people of the United States of America. The protection of the Easement area satisfies the following conservation purpose established by the Internal Revenue Service (IRS):



*“Preservation of certain open space pursuant to clearly delineated federal, state, or local government conservation policies, or for the scenic enjoyment of the general public, and will yield a significant public benefit, within the meaning of IRS Code §1.170A-14(d)(4).”*

Exhibit K describes policies that support the conservation of the Property.

Furthermore, Conservation Purposes identified in the Conservation Easement (*Exhibit B: Conservation Easement*) include:

*“(1) Protection of relatively natural habitat of wildlife, plants and significant ecosystems.  
(2) Preservation of open space pursuant to state and local government conservation policy.  
(3) Preservation of open space for the scenic enjoyment of the general public.  
(4) Preservation of land for outdoor recreation by, or for the education of, the general public.”*

## **B. Discussion**

The mix of established upland and riparian areas on the Croy Canyon Conservation Easement provide important habitat connectivity for the many species of wildlife that use the Canyon either as permanent habitat or seasonally as a migration corridor as described in this report. The highly visible nature of the Property will provide an ideal place to observe the many species of wildlife, and the close proximity to Hailey will allow more frequent opportunities for a greater number of people to do so.

Undeveloped areas such as this Property (and the larger Hailey Greenway) play a crucial role in mitigating flood damage by absorbing excess water and dissipating flood energy. The established riparian and semi-riparian areas on the Property are ideally suited for this task.

In addition to the habitat benefits, a benefit to the local community is the expanded and convenient access to this side canyon within the Wood River Valley. While this access is particularly valuable for hikers and bikers, it is also utilized by the public for more general purposes of natural recreation. Finally, with the proper management, the Property presents unique educational opportunities for the community.








# Exhibit A: Property Map

Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



CROY CANYON ROAD

-  Croy Canyon Conservation Easement Boundary
-  Conservation Easement Sensitive Area
-  Possible Snow Storage Operations Area (per Mgmt Plan)
-  City Snow Storage Site (not included in CE)
-  Croy Creek

0 250 500 Feet

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Wood River Land Trust Company  
119 East Bullion Street  
Hailey, ID 83333

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(space above line for Recorder's use)

**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"; and

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. 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-landscaping.

**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 agrees 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, *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 warranties 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

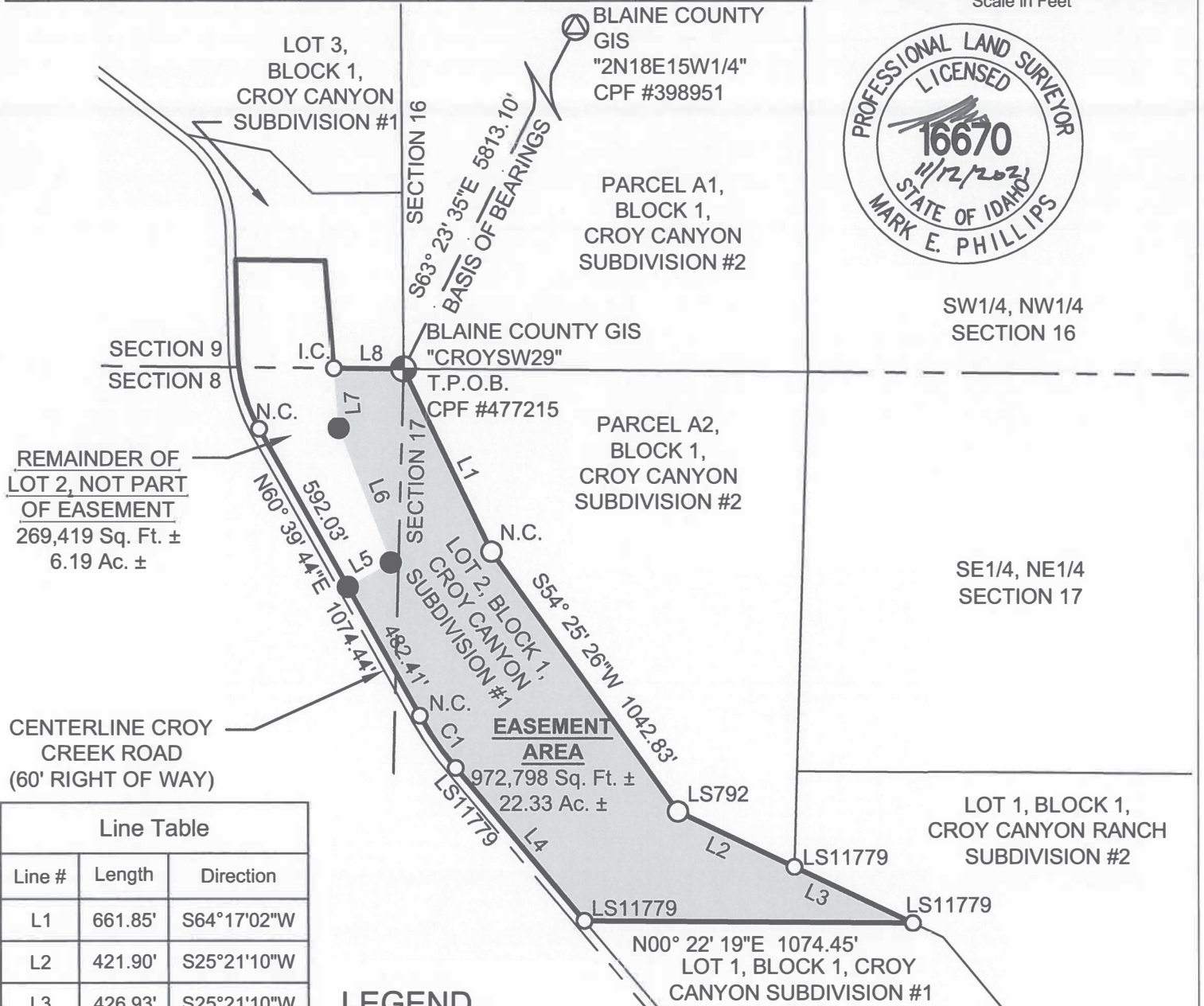
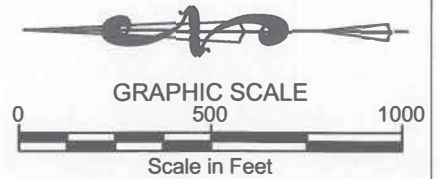
This record was acknowledged before me on \_\_\_\_\_, 2022, by Roland Wolfram,  
Chair of the Wood River Land Trust Company.

\_\_\_\_\_  
Signature of notary public  
My commission expires: \_\_\_\_\_

# EXHIBIT A to CONSERVATION EASEMENT AGREEMENT

Curve Table

Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	206.95'	1120.00'	10° 35' 12"	103.77'	206.65'	N55° 22' 08"E



Line Table

Line #	Length	Direction
L1	661.85'	S64°17'02"W
L2	421.90'	S25°21'10"W
L3	426.93'	S25°21'10"W
L4	650.37'	N50°04'32"E
L5	162.61'	S29°20'16"E
L6	471.55'	N68°44'04"E
L7	195.35'	N85°17'01"E
L8	230.00'	S00°32'36"W

## LEGEND

	Property Line		Found Brass Cap on Iron Pipe
	Adjoiner's Lot Line		Found Aluminum Cap on Iron Pipe
	Easement Area		Found 5/8" Rebar
	Centerline of ROW		Found 1/2" Rebar
	Section Line		Set 5/8" Rebar, P.L.S. 16670
	GIS Tie Line	I.C.	Illegible Cap
		N.C.	No Cap
		T.P.O.B.	True Point of Beginning

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..

**Galena Engineering Inc.**

Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83333  
(208) 788-1705  
(208) 788-4612 fax  
email galena@galena-engineering.com

AN EXHIBIT SHOWING  
**WOOD RIVER LAND TRUST EASEMENT**  
WITHIN SECTIONS 8 & 17, T.2 N., R.18 E., B.M., BLAINE COUNTY, IDAHO  
PREPARED FOR THE WOOD RIVER LAND TRUST

PROJECT INFORMATION  
P:\sds\proj\7892-01\dwg\Boundary-Plat\7892-01 Easement Exhibit.dwg 11/11/21 10:17:46 AM

SHT 1 OF 1

***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;

***GALENA ENGINEERING, INC.***

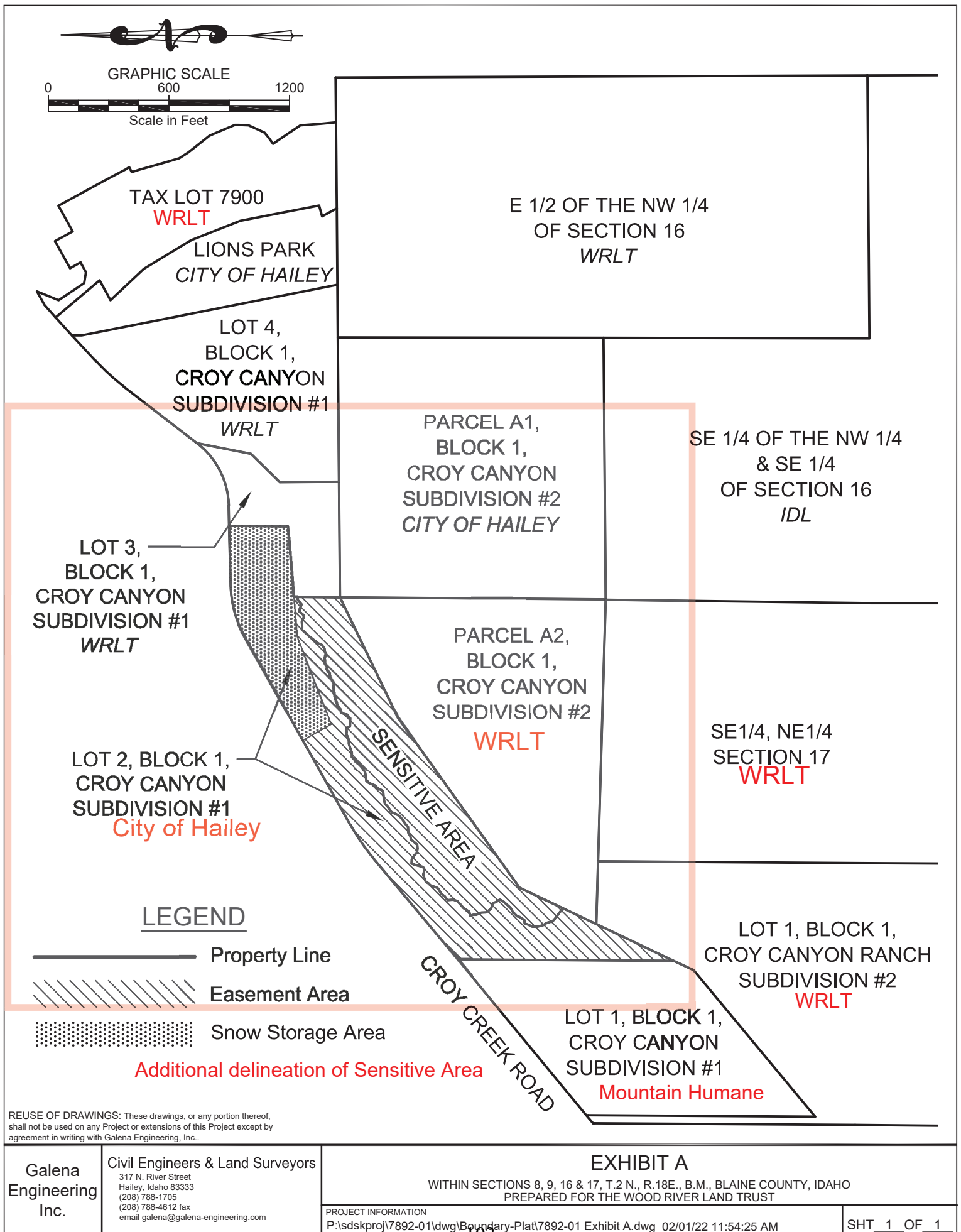
***CIVIL ENGINEERING & LAND SURVEYING***

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





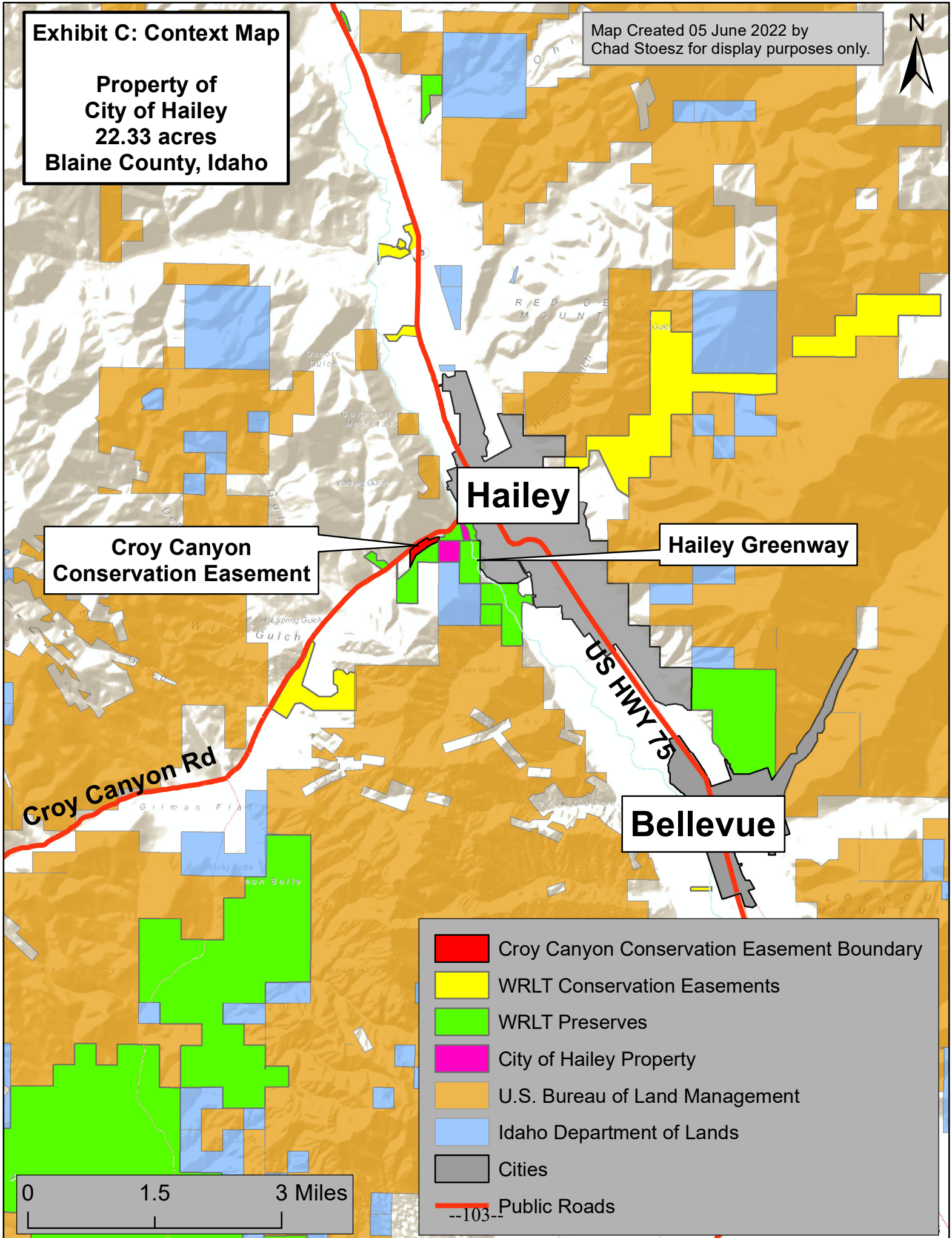
# Exhibit C: Context Map

Property of  
City of Hailey

22.33 acres

Blaine County, Idaho

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



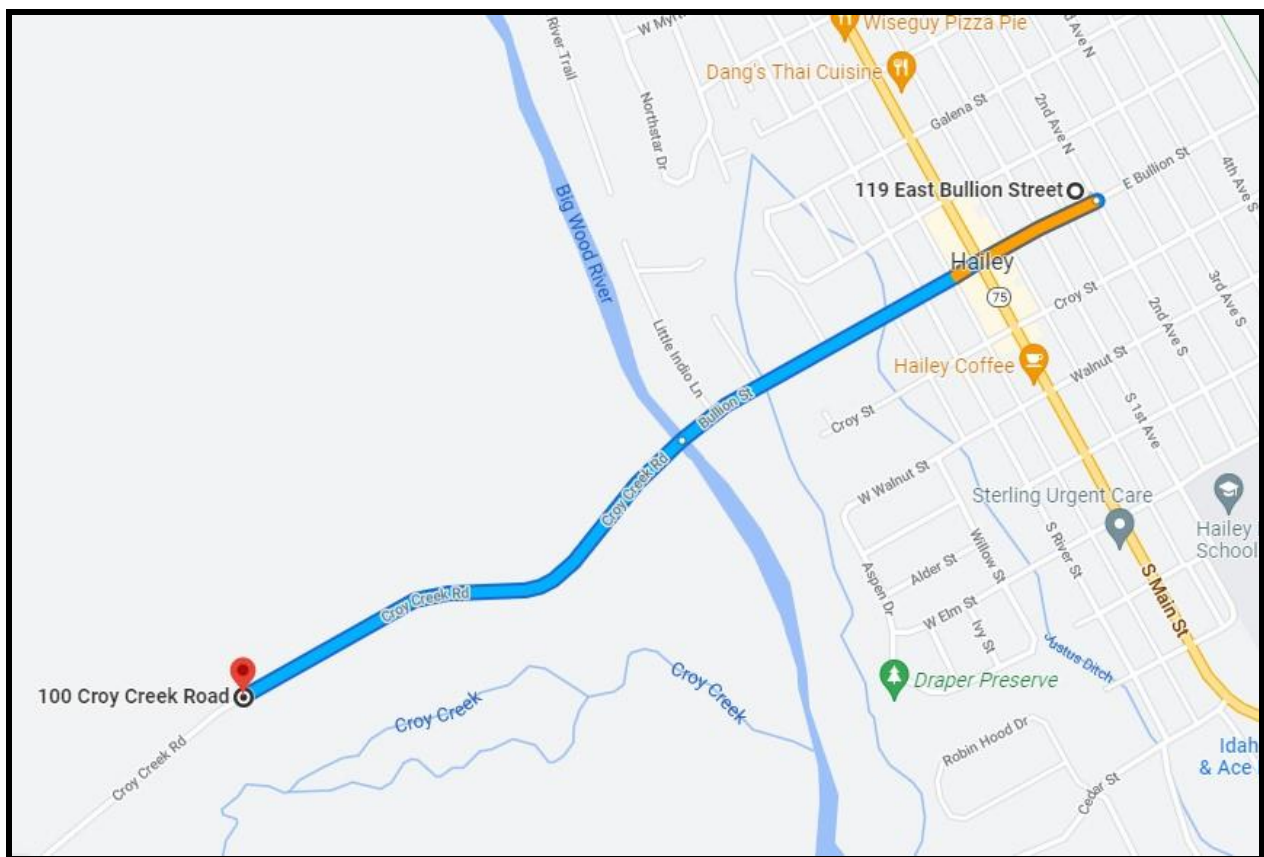


## Exhibit D: Driving Directions

From Wood River Land Trust office, Hailey, ID

- Travel west on Bullion Street 1.1 miles
- (Bullion Street becomes Croy Creek Road after 0.5 miles)
- The destination is on the left

Travel time: Approximately 3 minutes



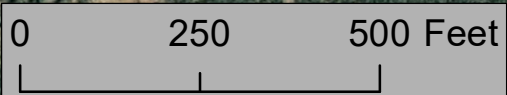
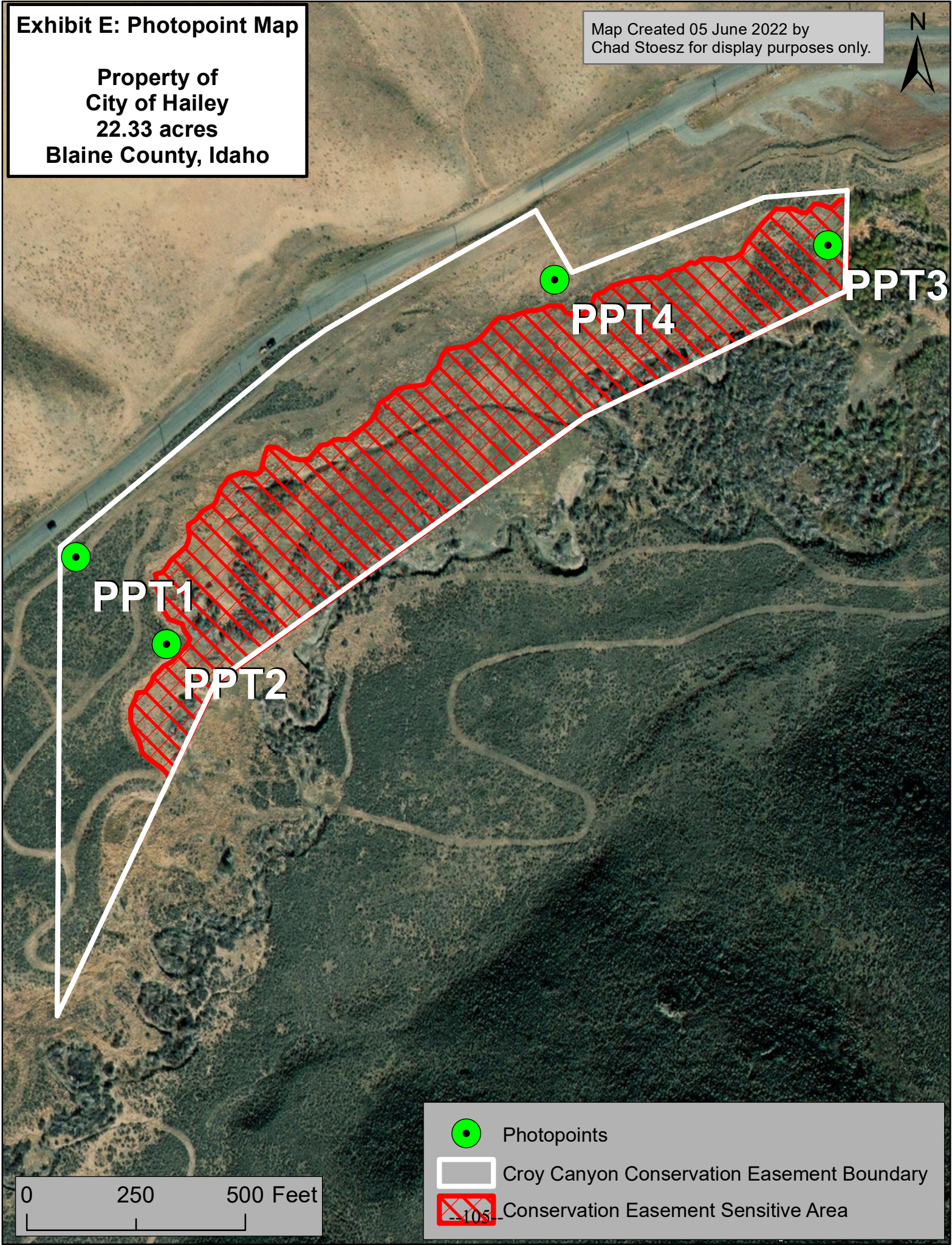



**Exhibit E: Photopoint Map**

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



**Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho**



 Photopoints

 Croy Canyon Conservation Easement Boundary

 Conservation Easement Sensitive Area



## Exhibit F: Photopoints

PPT1 – Photos taken by Chad Stoesz on 6/7/22

0 °



45 °



90 °



135 °





PPT1 – Photos taken by Chad Stoesz on 6/7/22

180 °



225 °



270 °



315 °





PPT2 – Photos taken by Chad Stoesz on 6/7/22

0 °



45 °



90 °



135 °





PPT2 – Photos taken by Chad Stoesz on 6/7/22

180 °



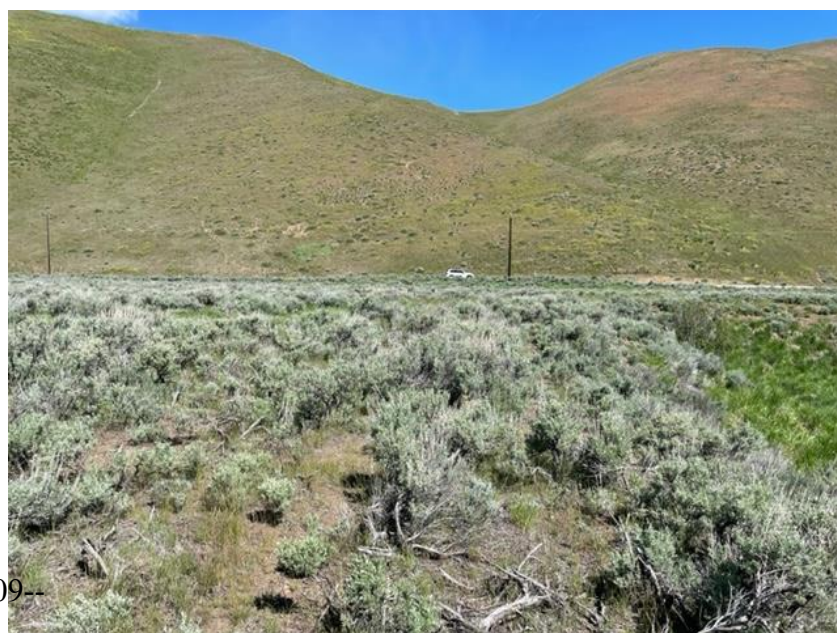
225 °



270 °



315 °





PPT3 – Photos taken by Chad Stoesz on 6/7/22

0 °



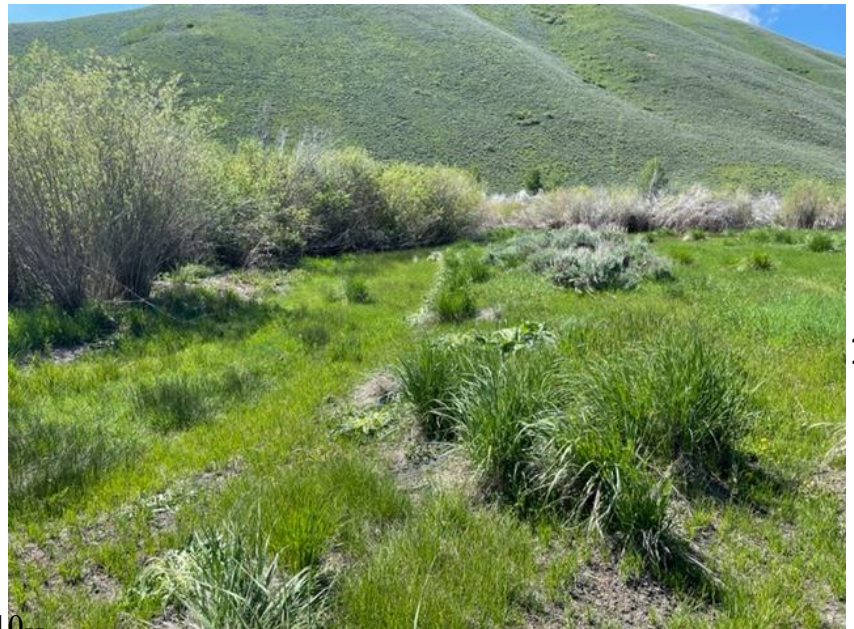
45 °



90 °



135 °





PPT3 – Photos taken by Chad Stoesz on 6/7/22

180 °



225 °



270 °



315 °





PPT4 – Photos taken by Chad Stoesz on 6/30/22

0 °



45 °



90 °



135 °





PPT4 – Photos taken by Chad Stoesz on 6/30/22

180 °



225 °



270 °



315 °

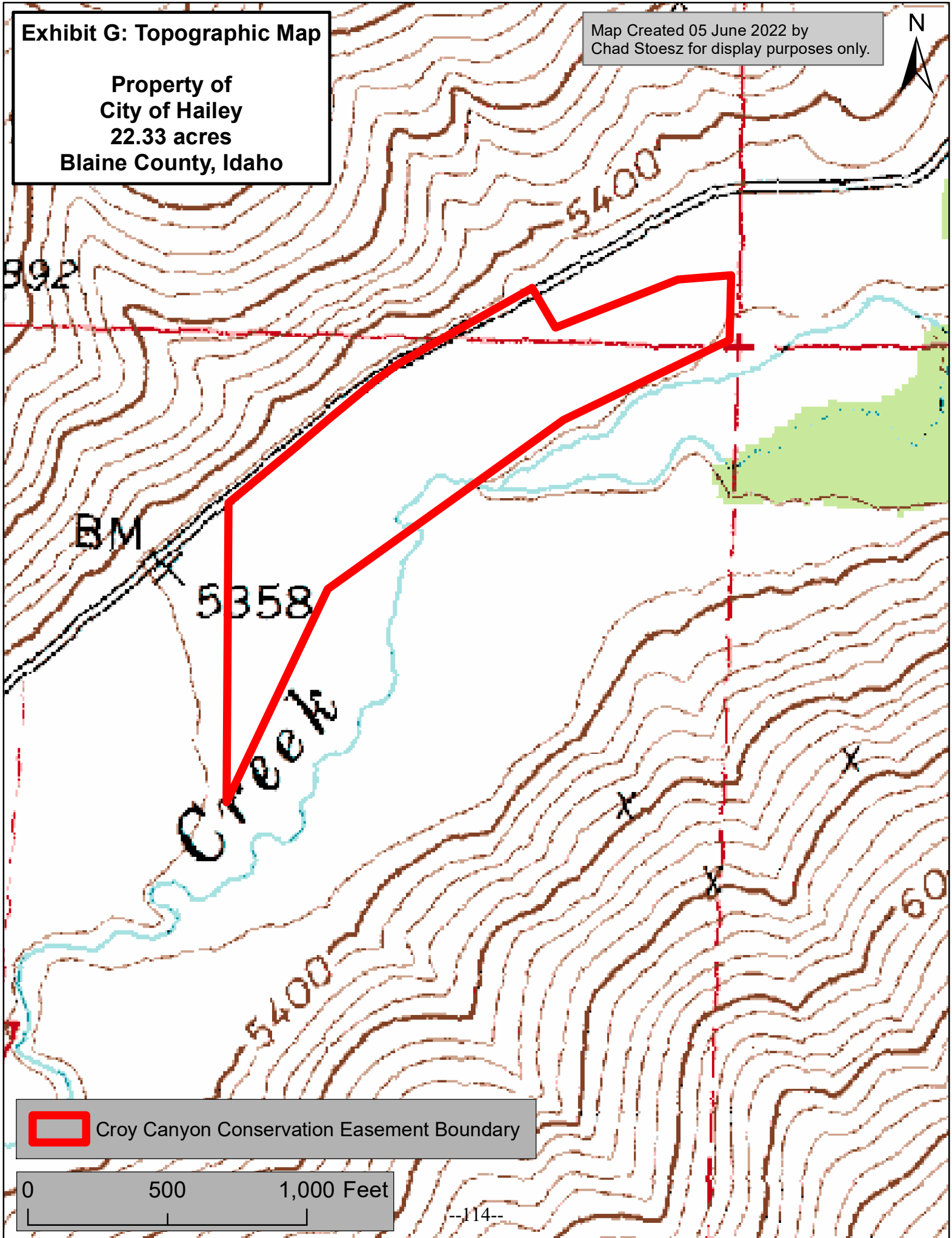




**Exhibit G: Topographic Map**

**Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho**

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



Croy Canyon Conservation Easement Boundary

0 500 1,000 Feet



# Exhibit H: Soils Map

Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho


Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.




0 250 500 Feet

 Croy Canyon Conservation Easement Boundary

## Soil Type

 Carey Lake loam, 2 to 4 percent slopes

 Marshdale-Bruneel loams, 0 to 2 percent slopes

 Molyneux loam, cool, 2 to 15 percent slopes

--115--



## Exhibit I: Idaho Fish and Wildlife Information System Report (Idaho Department of Fish and Game)

The following table is a summary of plant and animal species identified as “Idaho Species of Greatest Conservation Need” by the Idaho Fish and Wildlife Information System (Idaho Department of Fish and Game) found within five (5) miles of the Croy Canyon Conservation Easement. Status is reported for the United States Fish and Wildlife Service (USFWS), United States Forest Service (USFS), the Idaho Department of Fish and Game (IDFG), and the Bureau of Land Management (BLM.) Specimen location (Record) in reference to the Property was provided to Wood River Land Trust on 08 September 2020 by Idaho Department of Fish and Game, and is on file at Wood River Land Trust office.

Common Name	Scientific Name	Status			
		IDFG	BLM	USFWS	USFS
Bald Eagle	<i>Haliaeetus leucocephalus</i>		Type 2		Sensitive
Merlin	<i>Falco columbarius</i>				
Pygmy Rabbit	<i>Brachylagus idahoensis</i>	Rare	Type 2		
Northern Goshawk	<i>Accipiter gentilis</i>	Rare	Type 2		Sensitive
Columbia Spotted Frog	<i>Rana luteiventris</i>	Rare			Sensitive
Wolverine	<i>Gulo gulo</i>	Critically Imperiled	Type 2		Endangered
Willow Flycatcher	<i>Empidonax traillii</i>		Type 2		Endangered

BLM Type 1: Threatened, Endangered, Proposed, and Candidate species; Type 2: Rangewide/globally imperiled species-high endangerment; Type 3: Regionally/state imperiled; Type 4: Peripheral Species; Type 5: Watch List

**Exhibit J: Wildlife, Plant & Special Species Map**

**Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho**



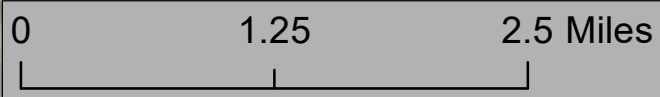
**Conservation Easement**

**Croy Canyon Conservation Easement**

**Observations of Special Status Wildlife Species**

-  Bald Eagle
-  Columbia Spotted Frog
-  Merlin
-  Northern Goshawk
-  Pygmy Rabbit
-  Willow Flycatcher
-  Wolverine
-  Sage Grouse Leks

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



## **Exhibit K: Pertinent Government Policies**

Protection of the open space and wildlife habitat values of the Croy Canyon Property through a Conservation Easement Agreement is pursuant to the clearly delineated federal, state, and local conservation policies outlined below.

### **FEDERAL:**

#### The Bureau of Land Management Sun Valley Management Framework Plan

The Croy Canyon property (“the Property”) lies within the Bureau of Land Management (BLM)’s Sun Valley Management Area. The Management Framework Plan (MFP) Summary indicates that: *“The area will be managed for recreation, local government needs, and open space. Other uses include intensive recreation development, watershed protection, and livestock grazing...”*

Within the Sun Valley MFP, the Property is also within the Big Wood Analysis Unit. The General Management Philosophy states:

*“This unit will be managed to protect the watershed resources, wildlife habitat, open space, and scenic values.”*

Management practices on the Property are consistent with these management objectives, including protection of watersheds, open space, wildlife habitat, and scenic values.

The Elk Mountain Area of Critical Environmental Concern (ACEC), as designated by the BLM, is also approximately 20 miles east of the Property. This ACEC is an area designated as crucial winter range for elk. Protection of the Property will add to the protected acres in proximity to the BLM effort to protect suitable winter range for elk.

The Sawtooth National Forest Plan was revised to reflect changes in goals and objectives for management. The Property is in close proximity to Sawtooth National Forest lands. Management goals of the Sawtooth National Forest are relevant to private lands in the vicinity, as management of private lands affects habitat use and connectivity with the Forest.

The goal of the revised Plan is:

*“The Revised Plan manages Forest resources to attain a set of desired conditions by emphasizing maintenance or restoration of watershed conditions, species viability, terrestrial and aquatic habitats, and functioning ecosystems. It also provides for adaptive management and monitoring. The adaptive management strategy offers an avenue to describe and evaluate the consequences of changing conditions and knowledge.”*

The following goals also apply:

*Soil, Water, Riparian and Aquatic Resources:*

*“...The direction in the ACS (Aquatic Conservation Strategy) allows the necessary management flexibility to accomplish long-term watershed restoration while at the same time balancing the short-term needs for recovery of listed aquatic species.*

*Vegetation and Terrestrial Wildlife Habitat Management:*

*“Vegetation in many areas is currently functioning at risk and outside its historical range of variability (HRV)...The latest scientific evidence indicates that ecosystems operating within their historic range are more likely to be resilient and resistant to disturbances such as insects, disease, and fire. In turn, the various components and processes that interact with vegetation operating within HRV will more likely be sustained and function as they did historically.”*

Protection of the Property is consistent with these goals. The conservation easement protects important soil resources, while allowing natural upland and riparian habitats to function naturally.

**STATE:**

Idaho Department of Fish & Game Strategic Plan, *The Compass*<sup>1</sup>

On January 20, 2005 The Idaho Fish and Game Commission unanimously approved this new strategic plan. The Idaho Department of Fish and Game developed the plan, which will guide the Department for at least the next fifteen years. The protection of the Property is consistent with the stated goals and objectives in *The Compass* (p. 10):

*““Goals for Fish, Wildlife & Habitat*

*Sustain Idaho’s Fish and Wildlife and the Habitat upon which they depend.*

- *Objective: Ensure the long-term survival of native fish, plants, and wildlife*
  - *Strategy: Assist public and private landowners in the conservation, restoration, and enhancement of native fish, wildlife, and plants.*
- *Objective: Increase the capacity of Habitat to support fish and wildlife.*

*Strategies:*

- *Develop partnerships with landowners, land management agencies, and others to restore, enhance, and conserve fish and wildlife habitats.”*

Idaho State Code, enacted in 1980<sup>2</sup>

Several of the purpose statements in Idaho State Code are achieved by the protection of the Gordon Property; these include sections of 67-6502:

*“... (d) To ensure that the important environmental features of the state and localities are protected...*

*(g) To avoid undue concentration of population and overcrowding of land.*

*(j) To protect fish, wildlife, and recreation resources.”*

<sup>1</sup> Copy on file at Wood River Land Trust.

<sup>2</sup> Available online at: <http://law.justia.com/idaho/codes/67ftoc/670650002.html>

For purposes of this conservation easement document, this section of Idaho Code was accessed June 30, 2022.



Maintaining the water quality of the Big Wood River and the associated watershed is consistent with the policies of the Idaho State Code title 42-3601, Watershed Protection and Flood Prevention. This portion of the code states that the purpose is to:

*“PURPOSE TO PREVENT EROSION, FLOODWATER AND SEDIMENT DAMAGES... in the watersheds of the rivers and streams of the state of Idaho, causing loss of life and damage to property, constitute a menace to the welfare of the citizens of Idaho... the state of Idaho should cooperate with... any private person, association, corporation or group of persons... having authority to so cooperate for the purpose of preventing such damages and of furthering the conservation, development, utilization, and disposal of water in Idaho and thereby of preserving and protecting the land and water resources of the state of Idaho.”*

## **LOCAL:**

### Blaine County Comprehensive Plan

The Blaine County Comprehensive Plan<sup>3</sup> was updated and adopted September 29, 2021.

The Plan was enacted with regard to Key Guiding Principles, including the following:

*“Natural environmental attributes, including scenic vistas, public open space, healthy forests, clean water and air, and abundant fish and wildlife are the heart and soul of our community.”*

*“Recreation is the centerpiece of the local and visitor life experience.”*

Policy Statements from Chapter 5 (Natural Environment):

*“B-2: Support federal and state projects that promote conservation and preserve habitat. Conserve areas that represent a wide range of land cover and habitat types in order to maximize biodiversity”*

*“B-3: Prioritize the enhancement and restoration of degraded lands and waters for public and private benefit. Use conservation easements and other incentives to protect sensitive lands, important habitat and riparian and migration corridors.”*

*“B-5: Support the management and protection of both common species and species of greatest conservation need. This effort should include habitats on private and public lands.”*

<sup>3</sup> Blaine County Code, Comprehensive Plan, is available online at:  
[www.co.blaine.id.us](http://www.co.blaine.id.us)  
Accessed June 30, 2022.

Policy Statements from Chapter 3 (Recreation):

*“A-2: Continue strong collaborative efforts with the primary agencies whose assets have the largest impact on recreation in unincorporated lands: US Forest Service, BLM and BCRD, as well as other partners such as cities, Idaho Fish and Game, Idaho Transportation Department, The Nature Conservancy, Wood River Land Trust, Idaho Department of Lands, Idaho Department of Water Resources, and neighboring counties.”*

*“C-4: Give high priority to additional recreational assets in the Hailey/Bellevue area.”*

*“D-2: Support design and construction of sustainable trails for motorized, mechanized and non-mechanized use adjacent to cities and County neighborhoods in appropriate locations.”*

*“F-1: Support efforts of public entities and conservation groups and individuals to protect, preserve, and enhance the public access, wildlife viewing, hunting and recreational opportunities. Always account for critical and sensitive wildlife areas that may require protection from human activities on a seasonal basis.”*

## Exhibit L: Preparer's Qualifications

Chad Stoesz was employed by the Wood River Land Trust for five years as the Stewardship Coordinator (2013-2018). His responsibilities included Preserve management, monitoring and enforcing conservation easements, and advancing land protection projects. He created many Baseline Documentation Reports during his time in the position. During 2018, Chad began providing similar services to Wood River Land Trust as an independent contractor.

Chad received his B.A. in Behavioral Science from Metropolitan State University of Denver, and M.S. in Environmental Science from The University of Colorado.

### Property Site Visit Dates:

- June 30, 2022 - Chad Stoesz visited the property to take photographs and collect information for this Baseline Documentation Report
- October 11, 2022 – Amy Trujillo, Deputy Director of Wood River Land Trust, visited the property to confirm that conditions of the Property were unchanged.








# Exhibit A: Property Map

Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



CROY CANYON ROAD

-  Croy Canyon Conservation Easement Boundary
-  Conservation Easement Sensitive Area
-  Possible Snow Storage Operations Area (per Mgmt Plan)
-  City Snow Storage Site (not included in CE)
-  Croy Creek

0 250 500 Feet

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Wood River Land Trust Company  
119 East Bullion Street  
Hailey, ID 83333

---

(space above line for Recorder's use)

**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"; and

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. 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-landscaping.

**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 agrees 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, *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 warranties 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

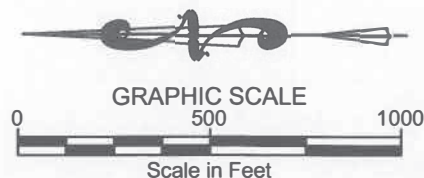
This record was acknowledged before me on \_\_\_\_\_, 2022, by Roland Wolfram,  
Chair of the Wood River Land Trust Company.

\_\_\_\_\_  
Signature of notary public  
My commission expires: \_\_\_\_\_

# EXHIBIT A to CONSERVATION EASEMENT AGREEMENT

Curve Table

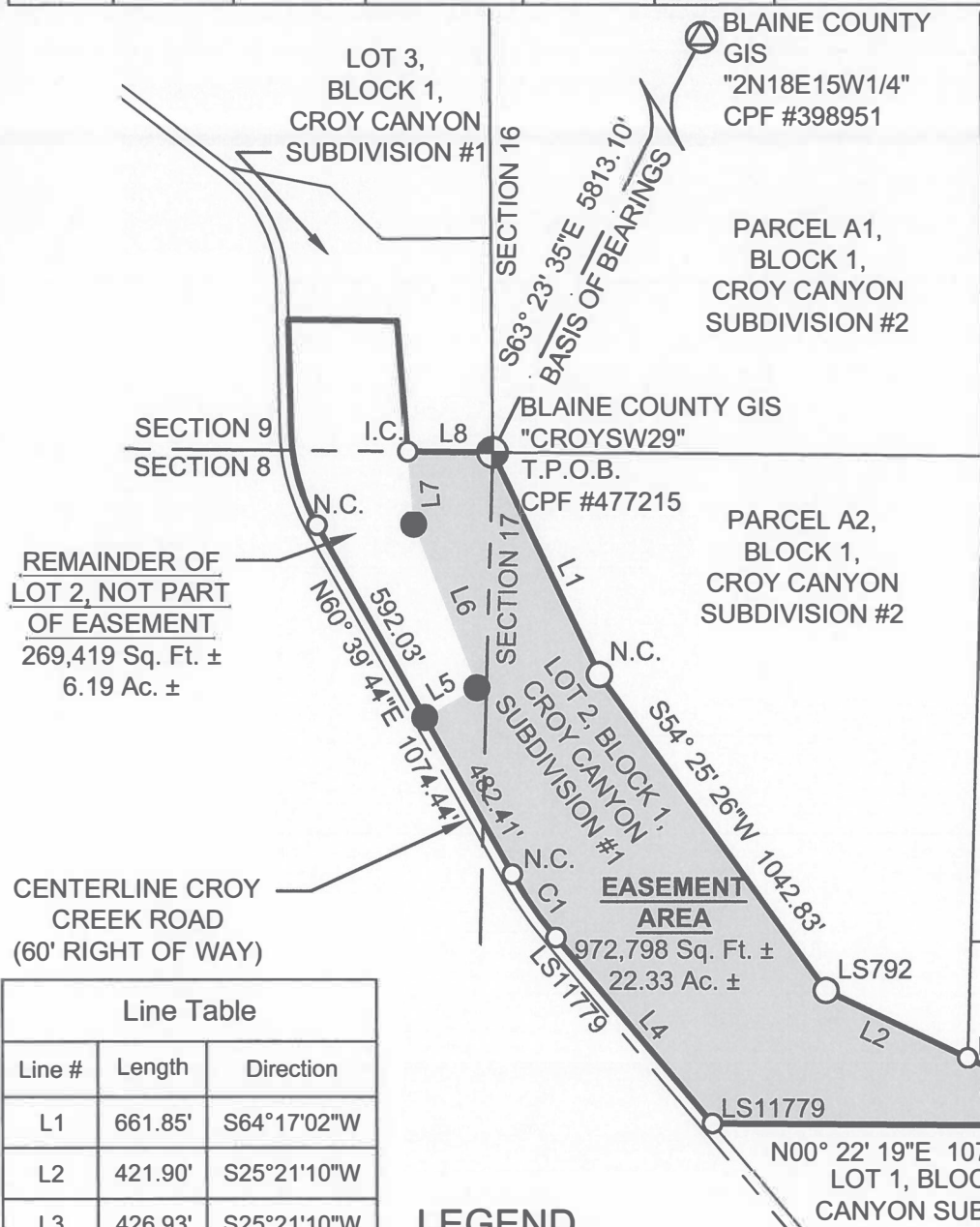
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	206.95'	1120.00'	10° 35' 12"	103.77'	206.65'	N55° 22' 08"E



SW1/4, NW1/4  
SECTION 16

SE1/4, NE1/4  
SECTION 17

LOT 1, BLOCK 1,  
CROY CANYON RANCH  
SUBDIVISION #2



REMAINDER OF  
LOT 2, NOT PART  
OF EASEMENT  
269,419 Sq. Ft. ±  
6.19 Ac. ±

CENTERLINE CROY  
CREEK ROAD  
(60' RIGHT OF WAY)

Line Table

Line #	Length	Direction
L1	661.85'	S64°17'02"W
L2	421.90'	S25°21'10"W
L3	426.93'	S25°21'10"W
L4	650.37'	N50°04'32"E
L5	162.61'	S29°20'16"E
L6	471.55'	N68°44'04"E
L7	195.35'	N85°17'01"E
L8	230.00'	S00°32'36"W

## LEGEND

- Property Line
- Adjoiner's Lot Line
- Easement Area
- Centerline of ROW
- Section Line
- GIS Tie Line
- Found Brass Cap on Iron Pipe
- Found Aluminum Cap on Iron Pipe
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar, P.L.S. 16670
- I.C. Illegible Cap
- N.C. No Cap
- T.P.O.B. True Point of Beginning

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..

**Galena  
Engineering  
Inc.**

Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83333  
(208) 788-1705  
(208) 788-4612 fax  
email galena@galena-engineering.com

AN EXHIBIT SHOWING  
**WOOD RIVER LAND TRUST EASEMENT**  
WITHIN SECTIONS 8 & 17, T.2 N., R.18 E., B.M., BLAINE COUNTY, IDAHO  
PREPARED FOR THE WOOD RIVER LAND TRUST

PROJECT INFORMATION  
P:\sds\proj\7892-01\dwg\Boundary-Plat\7892-01 Easement Exhibit.dwg 11/11/21 10:17:46 AM

SHT 1 OF 1



***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;

***GALENA ENGINEERING, INC.***

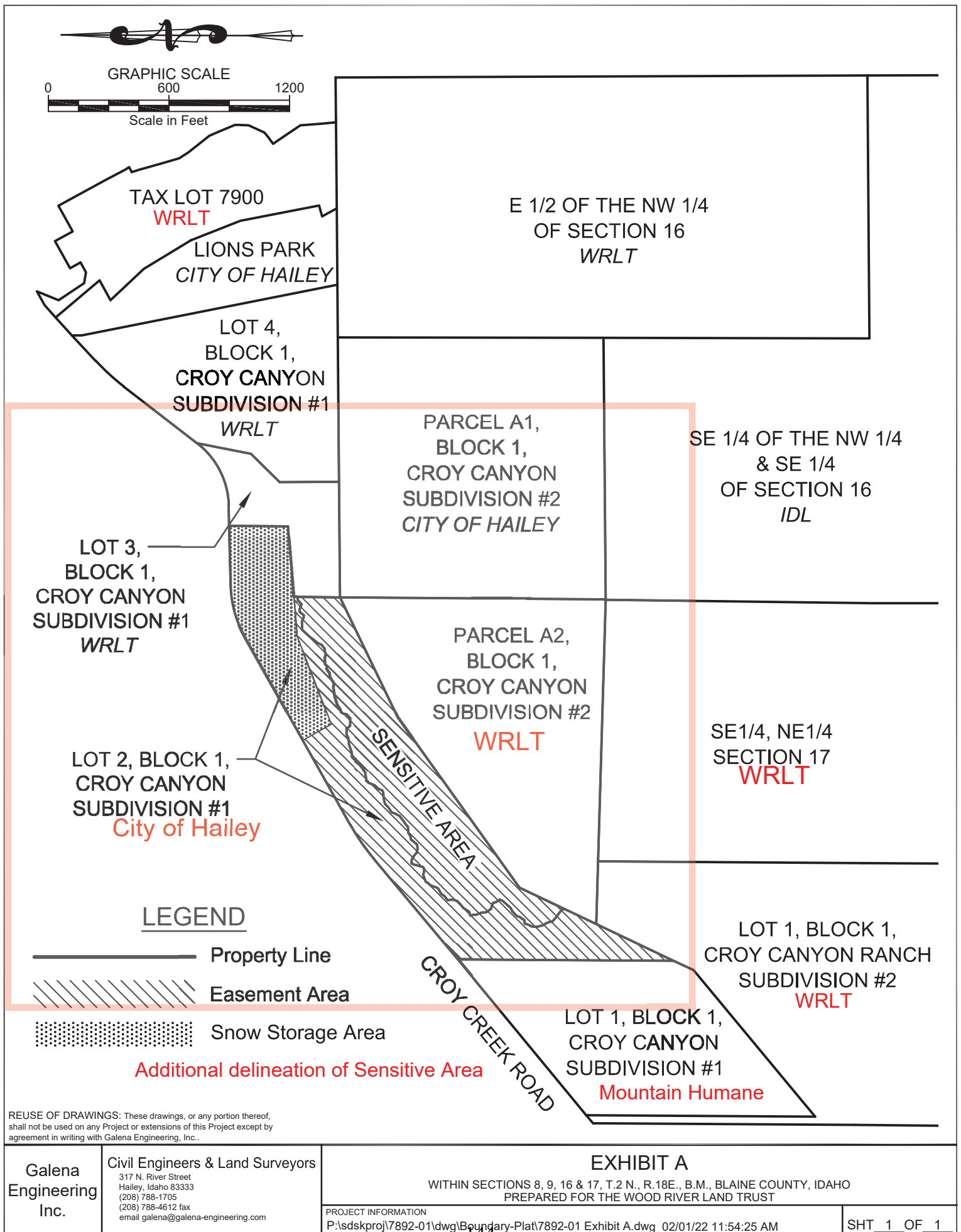
***CIVIL ENGINEERING & LAND SURVEYING***

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



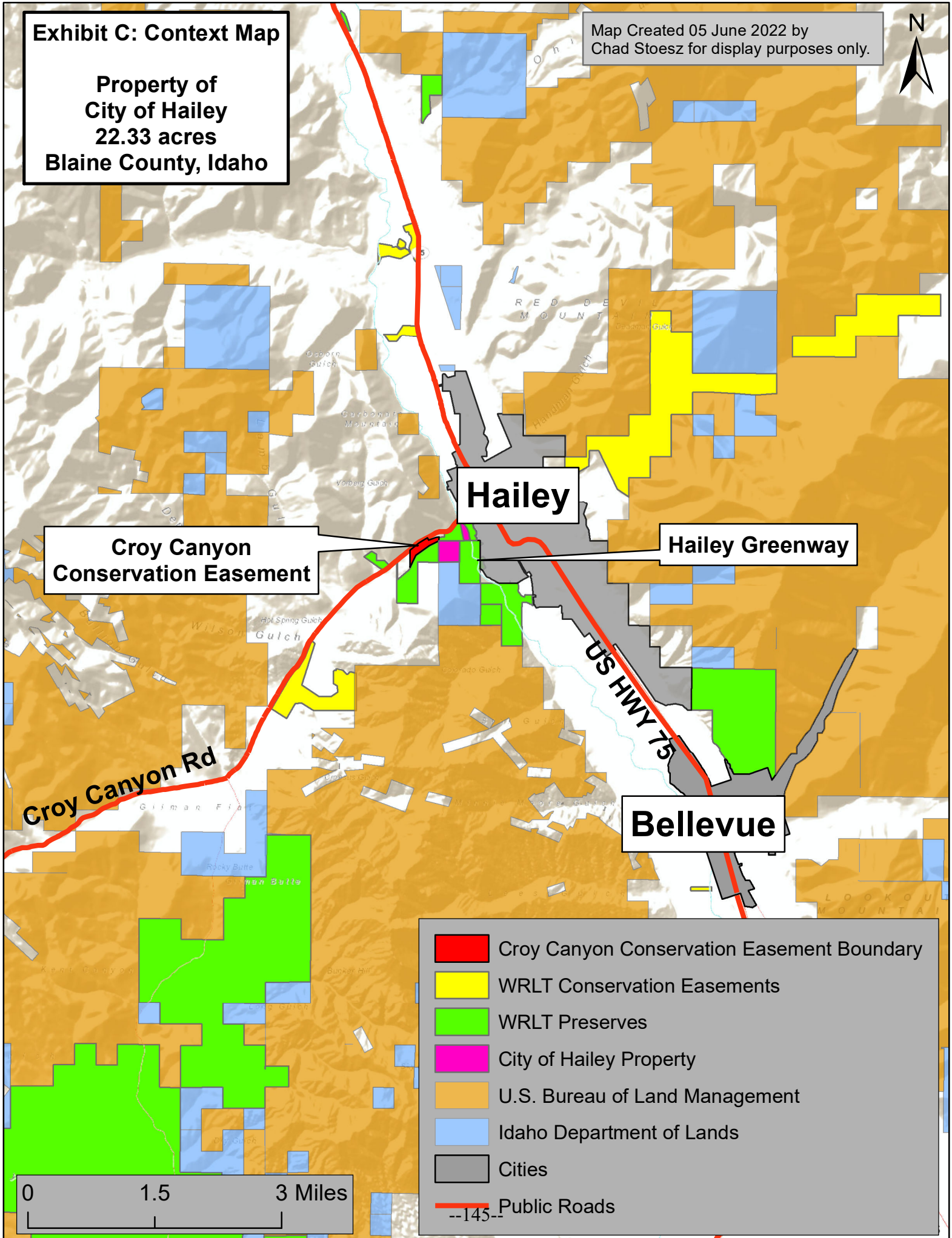
# Exhibit C: Context Map

Property of  
City of Hailey

22.33 acres

Blaine County, Idaho

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



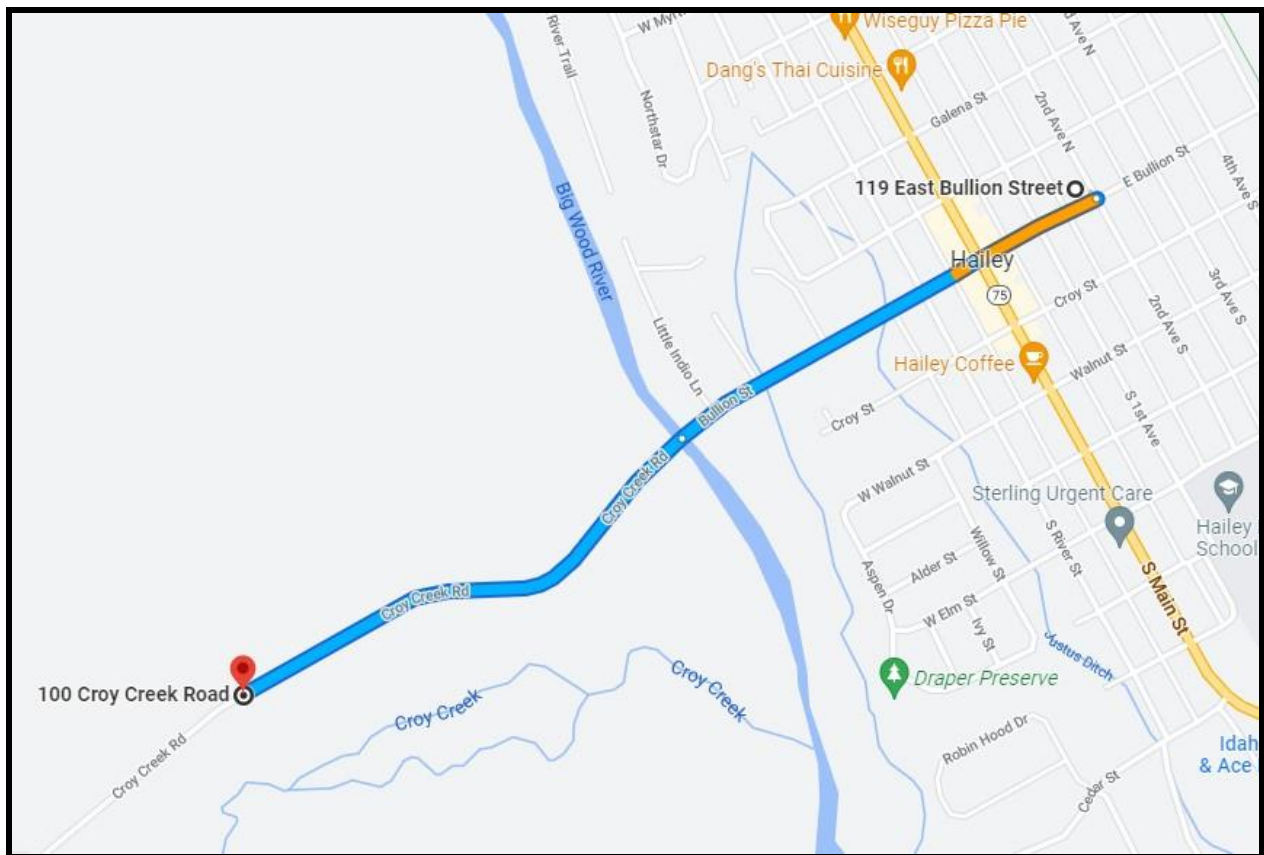


## Exhibit D: Driving Directions

From Wood River Land Trust office, Hailey, ID

- Travel west on Bullion Street 1.1 miles
- (Bullion Street becomes Croy Creek Road after 0.5 miles)
- The destination is on the left

Travel time: Approximately 3 minutes



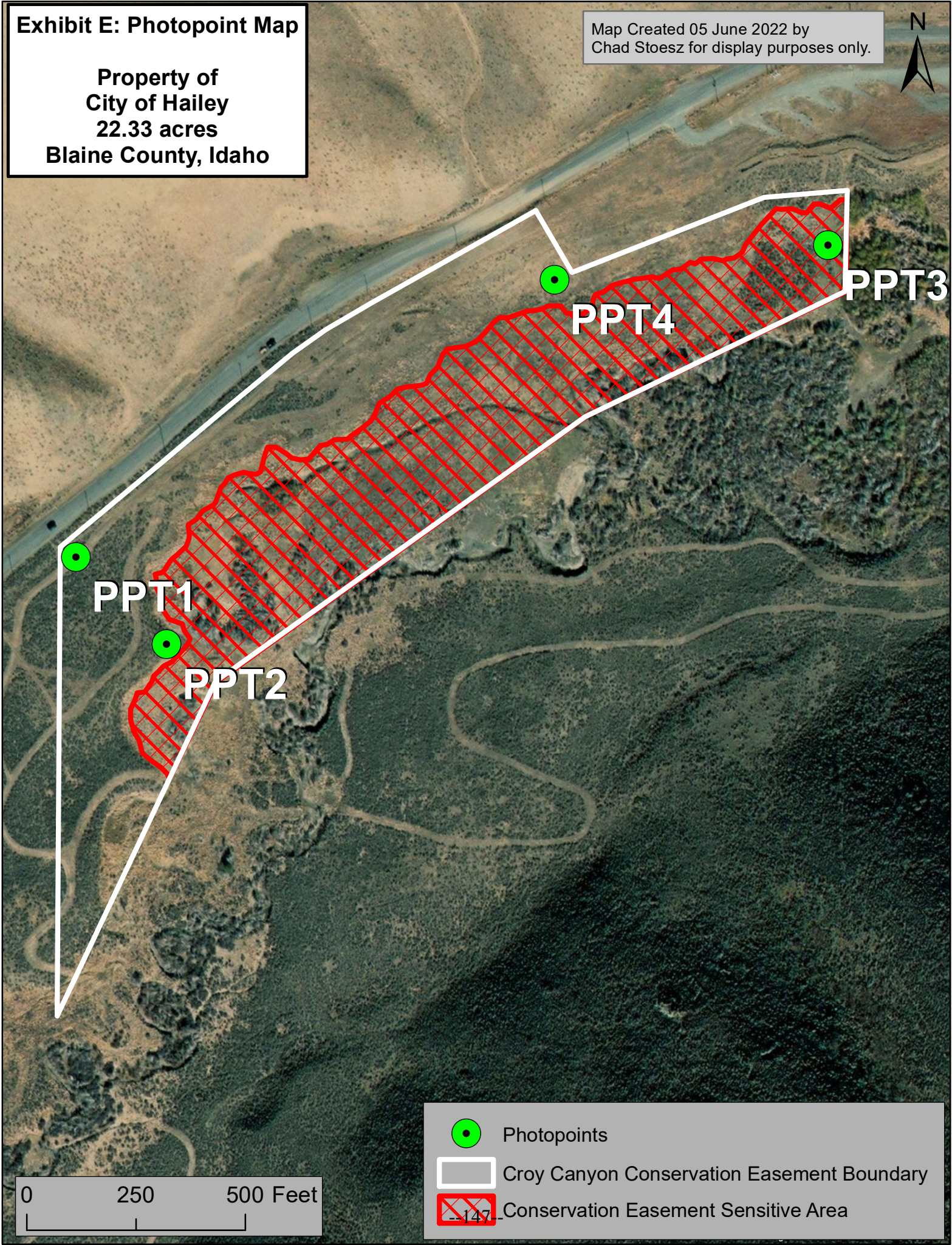


**Exhibit E: Photopoint Map**

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



**Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho**






**PPT1**

**PPT2**

**PPT4**

**PPT3**

0 250 500 Feet

-  Photopoints
-  Croy Canyon Conservation Easement Boundary
-  Conservation Easement Sensitive Area



## Exhibit F: Photopoints

PPT1 – Photos taken by Chad Stoesz on 6/7/22

0 °



45 °



90 °



135 °





PPT1 – Photos taken by Chad Stoesz on 6/7/22

180 °



225 °



270 °



315 °





PPT2 – Photos taken by Chad Stoesz on 6/7/22

0 °



45 °



90 °



135 °





PPT2 – Photos taken by Chad Stoesz on 6/7/22



180 °



225 °



270 °



315 °



PPT3 – Photos taken by Chad Stoesz on 6/7/22

0 °



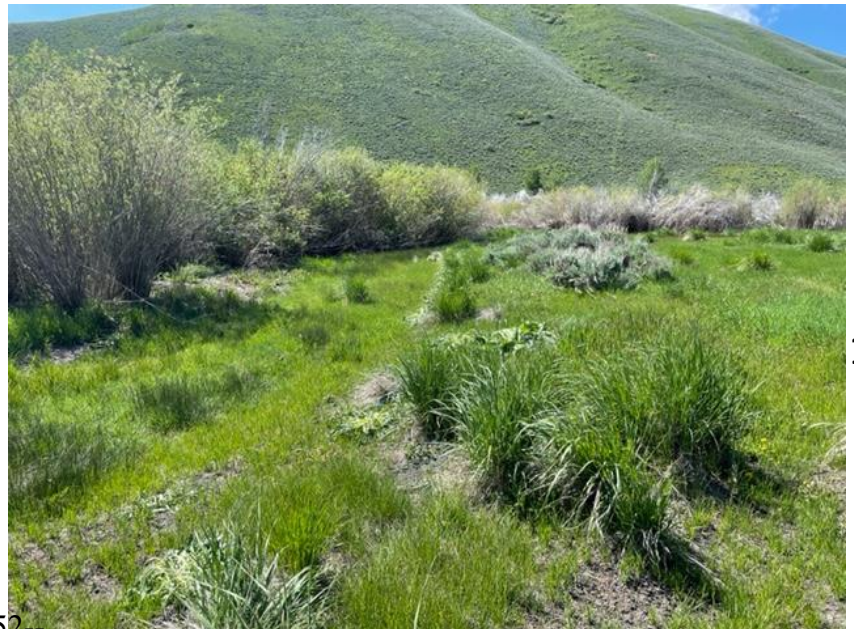
45 °



90 °



135 °





PPT3 – Photos taken by Chad Stoesz on 6/7/22

180 °



225 °



270 °



315 °





PPT4 – Photos taken by Chad Stoesz on 6/30/22

0 °



45 °



90 °



135 °





PPT4 – Photos taken by Chad Stoesz on 6/30/22

180 °



225 °



270 °



315 °

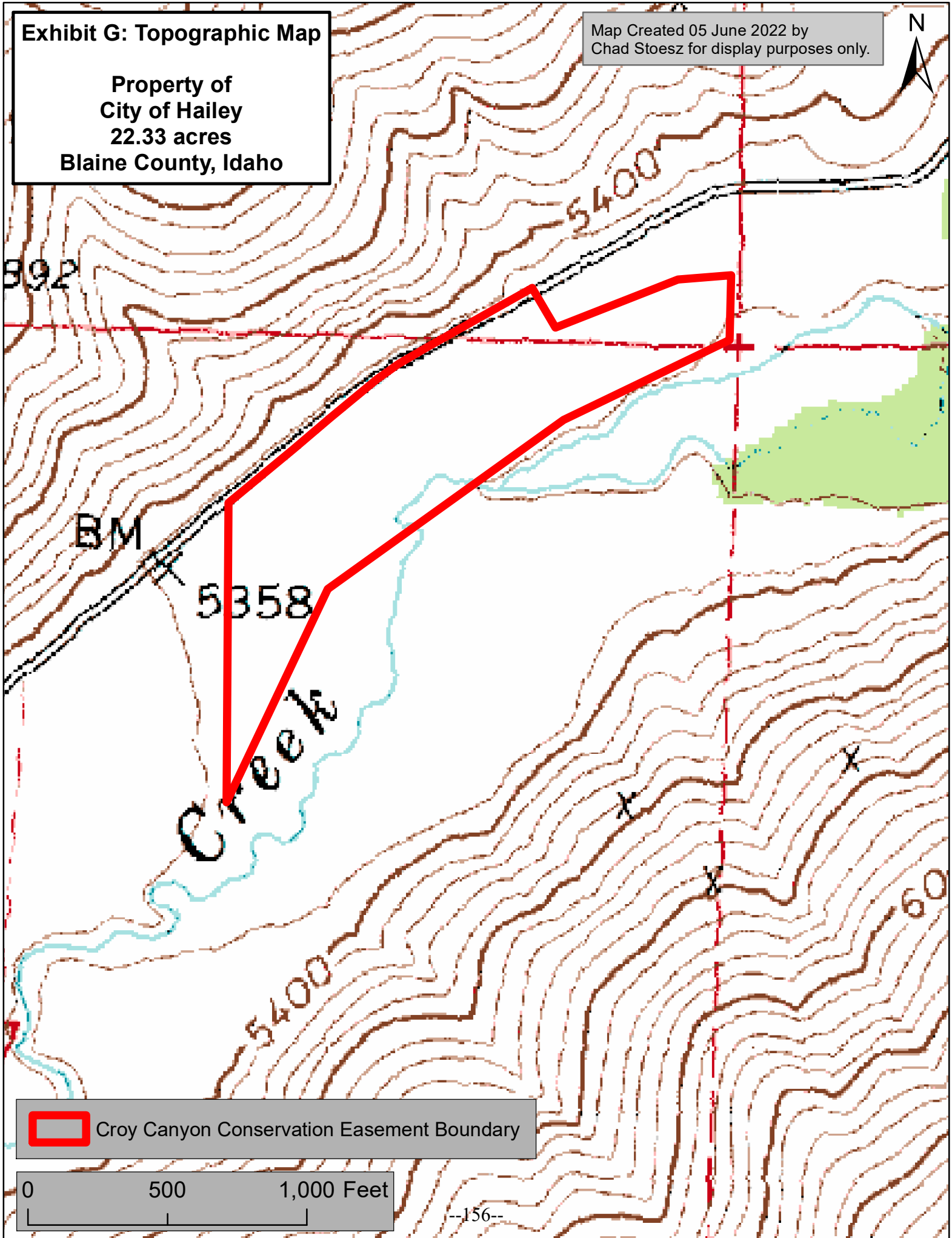




**Exhibit G: Topographic Map**

**Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho**

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



Croy Canyon Conservation Easement Boundary

0 500 1,000 Feet



# Exhibit H: Soils Map

Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho


Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.





0 250 500 Feet

 Croy Canyon Conservation Easement Boundary

## Soil Type

 Carey Lake loam, 2 to 4 percent slopes

 Marshdale-Bruneel loams, 0 to 2 percent slopes

 Molyneux loam, cool, 2 to 15 percent slopes

--157--



## Exhibit I: Idaho Fish and Wildlife Information System Report (Idaho Department of Fish and Game)

The following table is a summary of plant and animal species identified as “Idaho Species of Greatest Conservation Need” by the Idaho Fish and Wildlife Information System (Idaho Department of Fish and Game) found within five (5) miles of the Croy Canyon Conservation Easement. Status is reported for the United States Fish and Wildlife Service (USFWS), United States Forest Service (USFS), the Idaho Department of Fish and Game (IDFG), and the Bureau of Land Management (BLM.) Specimen location (Record) in reference to the Property was provided to Wood River Land Trust on 08 September 2020 by Idaho Department of Fish and Game, and is on file at Wood River Land Trust office.

Common Name	Scientific Name	Status			
		IDFG	BLM	USFWS	USFS
Bald Eagle	<i>Haliaeetus leucocephalus</i>		Type 2		Sensitive
Merlin	<i>Falco columbarius</i>				
Pygmy Rabbit	<i>Brachylagus idahoensis</i>	Rare	Type 2		
Northern Goshawk	<i>Accipiter gentilis</i>	Rare	Type 2		Sensitive
Columbia Spotted Frog	<i>Rana luteiventris</i>	Rare			Sensitive
Wolverine	<i>Gulo gulo</i>	Critically Imperiled	Type 2		Endangered
Willow Flycatcher	<i>Empidonax traillii</i>		Type 2		Endangered

BLM Type 1: Threatened, Endangered, Proposed, and Candidate species; Type 2: Rangewide/globally imperiled species-high endangerment; Type 3: Regionally/state imperiled; Type 4: Peripheral Species; Type 5: Watch List



**Exhibit J: Wildlife, Plant & Special Species Map**

**Property of  
City of Hailey  
22.33 acres  
Blaine County, Idaho**



**Conservation Easement**

**Croy Canyon Conservation Easement**

**Observations of Special Status Wildlife Species**



Bald Eagle



Columbia Spotted Frog



Merlin



Northern Goshawk



Pygmy Rabbit



Willow Flycatcher

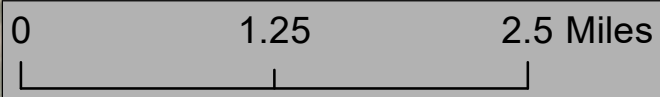


Wolverine



Sage Grouse Leks

Map Created 05 June 2022 by  
Chad Stoesz for display purposes only.



## Exhibit K: Pertinent Government Policies

Protection of the open space and wildlife habitat values of the Croy Canyon Property through a Conservation Easement Agreement is pursuant to the clearly delineated federal, state, and local conservation policies outlined below.

### FEDERAL:

#### The Bureau of Land Management Sun Valley Management Framework Plan

The Croy Canyon property (“the Property”) lies within the Bureau of Land Management (BLM)’s Sun Valley Management Area. The Management Framework Plan (MFP) Summary indicates that: *“The area will be managed for recreation, local government needs, and open space. Other uses include intensive recreation development, watershed protection, and livestock grazing...”*

Within the Sun Valley MFP, the Property is also within the Big Wood Analysis Unit. The General Management Philosophy states:

*“This unit will be managed to protect the watershed resources, wildlife habitat, open space, and scenic values.”*

Management practices on the Property are consistent with these management objectives, including protection of watersheds, open space, wildlife habitat, and scenic values.

The Elk Mountain Area of Critical Environmental Concern (ACEC), as designated by the BLM, is also approximately 20 miles east of the Property. This ACEC is an area designated as crucial winter range for elk. Protection of the Property will add to the protected acres in proximity to the BLM effort to protect suitable winter range for elk.

### STATE:

#### Idaho Department of Fish & Game Strategic Plan<sup>1</sup>

On November 15, 2015, the Idaho Fish and Game Commission unanimously approved the Idaho Fish and Game 2015 Strategic Plan. The protection of the Property is consistent with the stated goals and objectives in the Strategic Plan (p. 6-7):

*“Goal 1: Sustain Idaho’s Fish and Wildlife and the habitats upon which they depend.*

- *Objective: Increase the Capacity of Habitat to Support Fish and Wildlife.*
  - *Strategy: Work with sportsman’s groups and other conservation partners to improve important habitats.*
  - *Strategy: Work with public land managers to achieve large-scale habitat improvements.*

*Goal 2: Meet the Demand for Hunting, Fishing, Trapping and other Wildlife Recreation.*

- *Objective: Sustain Fish and Wildlife Recreation on Public Lands*
  - *Strategy: Work with landowners to obtain public access across private lands to public lands.*
- *Increase Opportunities for Wildlife Viewing and Appreciation*

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<sup>1</sup>Available online at: <https://idfg.idaho.gov/old-web/docs/about/StrategicPlan2015.pdf>

- *Promote and publicize wildlife appreciation opportunities.*
- *Partner with other agencies, local communities and others to develop wildlife appreciation facilities, opportunities and materials on other land ownerships.*

#### Idaho State Code, enacted in 1980<sup>2</sup>

Several of the purpose statements in Idaho State Code are achieved by the protection of the Property; these include sections of 67-6502:

*“... (d) To ensure that the important environmental features of the state and localities are protected...”*

*(g) To avoid undue concentration of population and overcrowding of land.*

*(j) To protect fish, wildlife, and recreation resources.”*

Maintaining the water quality of the Big Wood River and the associated watershed is consistent with the policies of the Idaho State Code title 42-3601, Watershed Protection and Flood Prevention. This portion of the code states that the purpose is to:

*“PURPOSE TO PREVENT EROSION, FLOODWATER AND SEDIMENT DAMAGES... in the watersheds of the rivers and streams of the state of Idaho, causing loss of life and damage to property, constitute a menace to the welfare of the citizens of Idaho... the state of Idaho should cooperate with... any private person, association, corporation or group of persons... having authority to so cooperate for the purpose of preventing such damages and of furthering the conservation, development, utilization, and disposal of water in Idaho and thereby of preserving and protecting the land and water resources of the state of Idaho.”*

#### **LOCAL:**

##### Blaine County Comprehensive Plan

The Blaine County Comprehensive Plan<sup>3</sup> was updated and adopted September 29, 2021.

The Plan was enacted with regard to Key Guiding Principles, including the following:

*“Natural environmental attributes, including scenic vistas, public open space, healthy forests, clean water and air, and abundant fish and wildlife are the heart and soul of our community.”*

*“Recreation is the centerpiece of the local and visitor life experience.”*

Policy Statements from Chapter 5 (Natural Environment):

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<sup>2</sup> Available online at: <http://law.justia.com/idaho/codes/67ftoc/670650002.html>

For purposes of this conservation easement document, this section of Idaho Code was accessed June 30, 2022.

<sup>3</sup> Blaine County Code, Comprehensive Plan, is available online at:

[www.co.blaine.id.us](http://www.co.blaine.id.us)

Accessed June 30, 2022.

*“B-2: Support federal and state projects that promote conservation and preserve habitat. Conserve areas that represent a wide range of land cover and habitat types in order to maximize biodiversity”*

*“B-3: Prioritize the enhancement and restoration of degraded lands and waters for public and private benefit. Use conservation easements and other incentives to protect sensitive lands, important habitat and riparian and migration corridors.”*

*“B-5: Support the management and protection of both common species and species of greatest conservation need. This effort should include habitats on private and public lands.”*

Policy Statements from Chapter 3 (Recreation):

*“A-2: Continue strong collaborative efforts with the primary agencies whose assets have the largest impact on recreation in unincorporated lands: US Forest Service, BLM and BCRD, as well as other partners such as cities, Idaho Fish and Game, Idaho Transportation Department, The Nature Conservancy, Wood River Land Trust, Idaho Department of Lands, Idaho Department of Water Resources, and neighboring counties.”*

*“C-4: Give high priority to additional recreational assets in the Hailey/Bellevue area.”*

*“D-2: Support design and construction of sustainable trails for motorized, mechanized and non-mechanized use adjacent to cities and County neighborhoods in appropriate locations.”*

*“F-1: Support efforts of public entities and conservation groups and individuals to protect, preserve, and enhance the public access, wildlife viewing, hunting and recreational opportunities. Always account for critical and sensitive wildlife areas that may require protection from human activities on a seasonal basis.”*



## Exhibit L: Preparer's Qualifications

Chad Stoesz was employed by the Wood River Land Trust for five years as the Stewardship Coordinator (2013-2018). His responsibilities included Preserve management, monitoring and enforcing conservation easements, and advancing land protection projects. He created many Baseline Documentation Reports during his time in the position. During 2018, Chad began providing similar services to Wood River Land Trust as an independent contractor.

Chad received his B.A. in Behavioral Science from Metropolitan State University of Denver, and M.S. in Environmental Science from The University of Colorado.

### Property Site Visit Dates:

- June 30, 2022 - Chad Stoesz visited the property to take photographs and collect information for this Baseline Documentation Report
- October 11, 2022 – Amy Trujillo, Deputy Director of Wood River Land Trust, visited the property to confirm that conditions of the Property were unchanged.

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 10/24/22

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY \_\_\_\_\_

**SUBJECT:** Motion to adopt Resolution 2022-\_\_\_\_, authorizing a Memorandum of Understanding between Blaine County and the City of Hailey for snow removal services. **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Each winter the City works with Blaine County to exchange snow removal responsibilities on certain roads, improving the efficiency of snow removal operations for both parties. The City provides snow removal on a portion of county roads adjacent to the Northstar Subdivision and Blaine County provides snow removal on the City's portion of Bradford Road.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2022-\_\_\_\_, authorizing a Memorandum of Understanding between Blaine County and the City of Hailey for snow removal services. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

**CITY OF HAILEY**  
**RESOLUTION NO. 2022-\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN BLAINE  
COUNTY AND THE CITY OF HAILEY FOR SNOW REMOVAL SERVICES.**

WHEREAS, the City of Hailey and Blaine County desire to exchange snow removal responsibilities on certain roads to improve the efficiency of snow removal operations,

WHEREAS, a Memorandum of Understanding between the City of Hailey and Blaine County details the responsibilities and roads involved,

WHEREAS, the City of Hailey and Blaine County agree to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding for snow removal services, and that the mayor is authorized to sign the Memorandum of Understanding.

Passed this 24<sup>th</sup> day of October, 2022.

City of Hailey

\_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk



**MEMORANDUM OF UNDERSTANDING for  
Cooperative Road Maintenance Snow Plow Services  
between BLAINE COUNTY, IDAHO And  
THE CITY OF HAILEY**

This Memorandum of Understanding ("MOU") for mutual road maintenance assistance is hereby entered into by and between Blaine County, Idaho, hereinafter referred to as the "County"; the City of Hailey hereinafter referred to as the "City." The City and County may hereinafter be collectively referred to as "Parties."

**1. PURPOSE:** The Parties have developed a mutually beneficial cooperative road maintenance plan for snowplow services. The purpose of this MOU is to provide guidelines for a collaborative work schedule between the County and the City that is equitable to all parties.

**2. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

**County Responsibilities**

- During winter, provide snow plowing and sanding on the North part of Broadford Road, which will occur when three (3) inches of snow have accumulated.

**City Responsibilities**

- During winter, provide snow plowing and sanding on Empty Saddle Trail, Angela Drive, Silver Star Drive, and North Angela Drive, which will occur when three (3) inches of snow have accumulated.
- The City shall adhere to snowplow guidelines on Exhibit A (see attached) when applicable.

**3. TERMS AND TERMINATION:** This Agreement shall be in full force and effect upon execution and will remain in effect through September 30, 2023. This MOU is subject to termination with or without cause by either Party with a thirty (30) day written notification prior to the commencement of work by either Party. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

**4. APPROVALS:**

**THE PARTIES HERETO** have executed this instrument.

Executed and effective by the undersigned parties as of the date signed.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

Blaine County, Idaho:

\_\_\_\_\_  
Dick Fosbury, Chairman

Attest:

\_\_\_\_\_  
Stephen McDougall Graham, Clerk

City of Hailey:

\_\_\_\_\_  
Mayor Martha Burke, Mayor

Attest:

\_\_\_\_\_  
Mary Cone, Clerk

## **Exhibit A**

### **Snow Removal Priorities for County Roads**

#### **Level of Services**

Loose snow will be removed from the road surface to the road right-of-way (ROW). Due to funding constraints and limited crew size, bare pavement conditions will not be achieved. In residential areas, some driveways will receive snow, but operators will try not to fill them. County Road & Bridge crew will not clear driveways or other private roads. Residents should keep garbage cans, mailboxes, and other objects off the road and ROW, in order to facilitate snow plowing and storage. County will not be liable for broken or damaged property, such as fences, trees, and any other items in the ROW. Unless emergency plowing is required, County Road & Bridge crew will plow no more than a 12-hour shift due to safety policies. Emergency plowing is required for the mobility of ambulances, fire trucks, Sheriff Search and Rescue to incident sites along County roads. During large continuous storms, County Road & Bridge crew will resume plowing the following morning, after an eight (8) hour rest period. County snowplow efforts are not operated 24/7 for clearance and sanding efforts.

#### **Drifting Conditions**

High winds will cause drifting of snow. Whenever possible, snowplow operations will not commence until the wind stops blowing. The exception to this will be the school bus routes between 2:00 pm and 6:00 pm.

#### **Icy Conditions**

The main corridor (Highway 75) will be monitored daily. All County intersections onto Highway 75 and any paved grades steeper than 10% will be sanded prior to 8:00 am as needed.

#### **Gannett Road**

Due to the nature of traffic on Gannett Road, it will be handled differently in this respect. All icy spots will be sanded twice daily, once before 8:00 am and again before 3:00 pm. Should icy conditions exist longer than three working days, a grader will cut the ice and snow build-up off the road.

#### **Road Closures**

Roads will be closed for public travel when deemed unsafe by a Road & Bridge Supervisor.

The correct procedure to follow when closing a road is:

1. Notify County Commissioners and County Administrator
2. Notify County Emergency Communication Services
3. Sign and barricade each end of the road that is to be closed

When Blaine County School District (BCSD) schools close due to unsafe weather and road conditions, the decision to do so must be made prior to 6:00 am. The BCSD Bus Barn personnel must be notified prior to 6 am, should any weather and road conditions exist that could negatively impact the school buses' ability to complete their routes. The County Road & Bridge Supervisor will then contact the BCSD Bus Barn directly.

**Return to Agenda**



## AGENDA ITEM SUMMARY

DATE: 10/24/22

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY \_\_\_\_\_

**SUBJECT:** Motion to adopt Resolution 2022-\_\_\_\_, authorizing the Mayor's signature on Task Order #10 with HDR Engineering, in the amount of \$12,860, to provide a Technical Memorandum regarding phased implementation of membrane bioreactor (MBR) technology to increase Hailey Woodside WRF capacity.

**ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The adopted Facility Planning Study proposes transition to an MBR system at some point during the 20 year life of the study. Operating conditions and redundancy needs are indicating this transition must take place sooner rather than later. The full conversion to an MBR is unfunded at this time. HDR is working with City staff to plan for a transition from our current SBR system to an MBR system with the goal to minimize the operational and financial impacts to the system during this transition. Significant construction funding will be necessary to complete the transition and we are strategizing how to extend operation of the current system to the greatest extent reasonable. This task order is for the work to develop said strategy.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2022-\_\_\_\_, the Mayor's signature on Task Order #10 with HDR Engineering, in the amount of \$12,860, to provide a Technical Memorandum regarding phased implementation of membrane bioreactor (MBR) technology to increase Hailey Woodside WRF capacity. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

**CITY OF HAILEY**  
**RESOLUTION NO. 2022-\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYORS SIGNATURE ON TASK ORDER #10 WITH HDR  
ENGINEERING, IN THE AMOUNT OF \$12,860, TO PROVIDE A TECHNICAL  
MEMORANDUM REGARDING PHASED IMPLEMENTATION OF MEMBRANE  
BIOREACTOR (MBR) TECHNOLOGY TO INCREASE HAILEY WOODSIDE WRF  
CAPACITY.**

WHEREAS, the City of Hailey desires to have HDR Engineering provide a Technical Memorandum, to develop a plan to transition from our current SBR system to an MBR system,

WHEREAS, the City of Hailey and HDR Engineering have agreed to the task order, a copy of which is attached hereto,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the agreement with HDR Engineering, and that the Mayor is authorized to execute the agreement,

Passed this 24<sup>th</sup> day of October, 2022.

City of Hailey

\_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

## **TASK ORDER**

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

**TASK ORDER NUMBER:** Amendment #10

**PROJECT NAME:**

Hailey Woodside Water Reclamation Facility (WRF)

**PART 1.0 AMENDMENT DESCRIPTION:**

Provide a Technical Memorandum regarding phased implementation of membrane bioreactor (MBR) technology to increase Hailey Woodside WRF capacity.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:**

See Exhibit A.

**PART 3.0 OWNER’S RESPONSIBILITIES:**

**PART 4.0 PERIOD OF SERVICE:**

October 2022 – December 2022

**PART 5.0 ENGINEER’S FEE:**

See Exhibit A for breakdown.

Original Fee: Facility Plan	\$109,410
Amendment #01: Generator Sizing	\$ 5,000
Amendment #02: Compost Plan	\$ 12,240
Amendment #03: Generator Install	\$ 17,550
Amendment #04: PLC Design	\$ 9,850
Amendment #05: Generator SDC	\$ 21,100
Amendment #06: UV Equipment Procurement	\$ 14,400
Amendment #07: UV Equipment Installation Design	\$ 31,750
Amendment #08: Headworks PER	\$ 44,970
Amendment #09: Compost Pilot Study Report	\$ 6,800
Amendment #10: Phased MBR Tech Memo	<u>\$ 12,860</u>
Revised Total Fee:	\$285,930

**PART 6.0     OTHER: N/A**

This Task Order is executed this 11<sup>th</sup> day of October 2022.

CITY OF HAILEY, ID  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS:     City of Hailey  
                  115 Main St. S., Suite H  
                  Hailey, ID 83333

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME:     Robert R. Hardgrove

TITLE:     Vice President

ADDRESS:     HDR  
                  412 E. Parkcenter Blvd,#100  
                  Boise, ID 83706





## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Background and Existing Conditions**

The Hailey Woodside Water Reclamation Facility (WRF) treats the wastewater generated by the City of Hailey. Treated water is discharged to the Big Wood River per an Idaho Pollutant Discharge Elimination System (IPDES) permit. Future planning for the WRF was submitted in a Wastewater Facility Planning Study (FPS) completed by HDR in 2021 and approved by Idaho Department of Environmental Quality (IDEQ).

The FPS established the existing system capacity, expected community growth, and the recommended upgrades to address system age and capacity. The limiting component in the treatment system was the activated sludge biological treatment capacity. Hailey's biological treatment system is known as a Sequencing Batch Reactor (SBR). Batches of wastewater are treated in two tank sequencing back and forth. Equalization is used on the SBR influent (incoming) and effluent (outgoing) to accommodate the batches.

When both SBR tanks are operating, the treatment capacity is 1.4 million gallons per day (MGD). The limitation to this capacity is any breakdown in SBR aeration equipment or the recirculation in the 20-year-old system requires the batches to be done in one tank. The treatment capacity for a single SBR tank is 0.77 MGD (peak month flow).

The planned growth in the FPS is 2.5 percent per year. The planned max. month flow at year 2025 is 0.76 MGD. The FPS identified the MBR modifications beginning in year 2025 (construction in 2026 - 2028). The potential influx of new housing south of Hailey has prompted the discussion on the growth impact on this schedule. Growth could add up to 700 new homes to the Hailey sewer service area and exceed the WRF's treatment capacity. This TM discusses implementation of an intermediate MBR step (Phase 1) to address the exceedance of the SBR firm capacity. This step involves implementation of a separate MBR stage treating about 0.5 MGD of flow to lessen the loading on the existing SBR's.

The engineering services described in this Scope of Services provides planning information regarding a phased MBR approach.

#### **TASKS**

##### *Task 100 – Project Management:*

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

##### *Assumptions*

- Monthly progress updates (30-minute conference call with HDR project manager)
- Duration of the project 3-months
- Monthly invoices over project duration

#### *Task 200 – Review of New Development Flows and FPS Planning*

Projected flows and load from the development will be established based upon acceptable DEQ criteria. The projected growth rate anticipated in the FPS will be reviewed with new development flows to determine the impact on the FPS upgrades planning.

The following summarizes the subtasks:

- Establish estimated design flows and loads for the new development connections.
- Provide an estimated timeframe for development growth.
- Determine reduction in future growth rate (percentage) presented in the FPS if the proposed development uses planned growth capacity over the next 20 years. Evaluate this scenario versus adding the new development flow on top of the FPS 2.5% growth rate.
- Compare growth curves with development flows added to the planned growth to assess the impact on projected WRF upgrades during the 20-year planning period.

#### *Deliverables*

- As part of the TM the following elements will be developed:
  - Tables with development flows and loads
  - Plots of future flows:
    - FPS planned growth and estimated timing for phased MBR addition
    - Growth with development flows added and estimated timing for phased MBR addition

#### *Assumptions*

- Estimation of development growth will be provided by City or developer.

#### *Task 300 – MBR Technology and Phased MBR Implementation*

The TM will discuss the general types of membranes and configurations. The implementation of a phased MBR approach will be discussed and described. This may include temporary aeration tank(s) and phased membrane skids. The TM will estimate the number of membrane trains and cassettes required for the initial phase and subsequent phasing.

The following summarizes the subtasks:

- Discussion of membrane types, flux rates, cleaning requirements, operational complexity, and layout advantages/disadvantages.

- Contact and obtain membrane vendor information and proposals to determine recommended loadings (flux rates), equipment configuration, building space, and ancillary equipment.
- Develop Phase 1 (interim) and Phase 2 (full scale) layouts and construction logistics to remain in permit compliance during construction.
- Develop membrane cassette layouts best for adding additional units as increase growth (flow) occurs.
- Prepare Process Flow Diagrams for Phase 1 and Phase 2.

### ***Assumptions***

- Membrane vendor inquiries will be limited to one flat plate vendor and one hollow-fiber vendor for preliminary sizing and costing (vendor selection by Engineer).
- Layout drawings will be based upon Engineer's selection of one type of membrane (per Owner's preference).

### ***Deliverables***

As part of the TM the following elements will be developed:

- Membrane technology discussion
- Preliminary PFD's for MBR phases
- Preliminary site layout plan
- Vendor equipment quotes

### ***Task 400 – Phased MBR Implementation and Opinion of Probable Construction Cost***

Based upon the selected vendor and layout, the TM will include an implementation schedule for the proposed Phase 1 MBR system. Implementation includes recommendations for Owner prepurchase and construction methods with a completion timeline to meet future added flows.

An order-of-magnitude (Class 5) opinion of probable construction cost (OPCC) will be prepared based upon the Phase 1 design concepts developed in Task 300 and using vendor quotes.

The following summarizes the subtasks:

- Discussion of assumption and limitations
- Phase 1 MBR implementation schedule in Microsoft Project
- Class 5 OPCC

### ***Deliverables***

The TM will contain the following items:

- Information from Task 200

- Information form Task 300
- Phase 1 implementation schedule
- Class 5 OPCC
- Summary TM of Phased MBR upgrades for Hailey Woodside WRF

#### **Additional Services Not Part of this Scope**

Additional services can be provided upon request. The following provides a list of exclusions or situations not included in this scope of services:

- No Site visits.
- No on-site meeting with City of Hailey (only virtual meetings).
- No bench or pilot testing.
- No updates to the FPS.
- No preliminary engineering report or detailed design.
- No bidding documents (plans or specifications).
- Excludes any other services not otherwise included in the agreement or not customarily furnished in accordance with generally accepted engineering practices.

#### **Overall Project Schedule (based on an October 11, 2022 Notice to Proceed)**

- ❖ Task 200 and 300 – 4 weeks.
- ❖ Task 400 – additional 2 weeks.

#### **Fee Estimate**

<b>Tasks</b>	<b>Hours</b>	<b>Fee</b>
Task 100 – Project Management	13	\$2,100
Task 200 – Flows	18	\$2,700
Task 300 – MBR Details	27	\$3,760
Task 400 – Implementation and OPCC	26	\$4,300
<b>TOTAL</b>		<b>\$12,860</b>

Time and expenses, not to exceed \$12,860 without written authorization.

**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 10/24/2022

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to approve installation bidding of the Woodside Ultraviolet (UV) Disinfection Equipment. **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Earlier this year, Council authorized Public Works to issue a request for bids for provision of UV Disinfection Equipment with installation of said equipment to bid separately. The procurement process is now complete and ready to begin the installation process. The bid package is complete and Public Works is ready to issue a request for bids for installation of UV Disinfection Equipment.

Bids due by 2:00 pm on October 26, 2022.

The contract documents are attached.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve installation bidding of the Woodside Ultraviolet (UV) Disinfection Equipment. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

Click below for bid documents:

<https://haileycityhall.org/wp-content/uploads/2022/10/CA-10.24.22-Wastewater-UV-Installation-Bid.pdf>

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 10/24/22

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY \_\_\_\_\_

**SUBJECT:** Motion to adopt Resolution 2022-\_\_\_\_, authorizing an on-call agreement with Jacobs Engineering, to provide comments on traffic control revisions. **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Attached is a services agreement with Jacobs Engineering for on-call engineering, primarily commenting on traffic control revisions at:

- Empty Saddle and River Streets
- Bullion Street and 2<sup>nd</sup> Avenue
- Croy Street and 2<sup>nd</sup> Avenue (including bicycle pathway connection analysis)

Staff recommends approving the agreement at this time. Task Orders will be presented at a later date.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2022-\_\_\_\_, authorizing an on-call agreement with Jacobs Engineering, to provide comments on traffic control revisions. **ACTION ITEM**

**ACTION OF THE CITY COUNCIL:**

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

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies (AIS only) \_\_\_\_\_  
Instrument # \_\_\_\_\_

**CITY OF HAILEY**  
**RESOLUTION NO. 2022-\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY**  
**AUTHORIZING AN AGREEMENT WITH JACOBS ENGINEERING FOR ON-CALL**  
**ENGINEERING SERVICES,**

WHEREAS, the City of Hailey desires to enter into an agreement with Jacobs Engineering, to provide the engineering services,

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

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

Passed this 24th day of October, 2022.

City of Hailey

\_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk





MASTER PROFESSIONAL  
SERVICES AGREEMENT

CLIENT: [Insert Client Name]  
ADDRESS: [Insert Client Address]

SCOPE OF SERVICES: CLIENT hereby authorizes JACOBS to perform the engineering, procurement, consulting and other professional services as authorized from time to time by written Purchase Orders issued by CLIENT and accepted by JACOBS, as evidenced by CLIENT’s and JACOBS’ signatures thereon (“Services”). The model Purchase Order form is attached to this Agreement.

COMPENSATION: JACOBS will be compensated for Services as set forth in the Purchase Order. Unless a Purchase Order specifies otherwise, JACOBS will be compensated on a Time and Expense basis in accordance with the provisions of Appendix A, which is an integral part of this Agreement.

The Parties agree to the “Provisions” provided on page 2 of this Master Professional Services Agreement (“Agreement”).

Accepted for CLIENT	Accepted for JACOBS ENGINEERING GROUP INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## PROVISIONS

1. PURCHASE ORDERS. CLIENT shall engage JACOBS to perform engineering and other related professional services pursuant to this Agreement by issuing a Purchase Order to JACOBS. Each Purchase Order shall clearly state that it is issued pursuant to this Agreement and shall identify the scope of services to be performed by JACOBS, the schedule for performance of the Services, the method of pricing and/or compensation for Services (if different from the method provided for herein), and other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms that may be attached to or referenced in any Purchase Order.

2. WARRANTY. JACOBS warrants that it shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If within twelve (12) months after completion of the Services, CLIENT can demonstrate that the Services fail to conform to such warranty, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs whether asserted under warranty, contract, tort or otherwise. JACOBS makes no other warranty, expressed or implied.

3. ADDITIONAL SERVICES. (a) Services in addition to those specified in the Purchase Order, will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in an Additional Services Authorization or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement to the contrary, JACOBS shall be entitled to an equitable adjustment in compensation and schedule for performing such additional services. (b) Unless the Additional Services Authorization specifies otherwise, the Additional Services will be priced under the terms of Appendix A.

4. SALES TAX. In addition to any other sums or amounts to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS any applicable sales, use, excise or other tax (other than any general income tax payable by JACOBS) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

5. LIMITATION OF LIABILITY: Excluding JACOBS' liability for bodily injury or property damage of third parties, the total aggregate liability of JACOBS arising out of the performance or breach of this Agreement or any respective Purchase Order shall not exceed the compensation paid to JACOBS under the Purchase Order out of which the liability arose. Notwithstanding any other provision of this Agreement or any Purchase Order, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth herein shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JACOBS, its employees, or subconsultants.

6. DISPUTES. (a) All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. (b) In the event legal action is brought by JACOBS to enforce any of the obligations hereunder or arising out of any dispute concerning this Agreement, CLIENT shall pay JACOBS reasonable amounts for fees, costs and expenses as may be set by the court (c) This Agreement is governed by the laws of the state in which the Services are performed, without regard to its choice of law provisions.

7. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything to the contrary herein, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved, or JACOBS may request CLIENT to issue a Purchase Order in the name of such a related entity.

8. PAYMENT TO JACOBS. (a) JACOBS will issue monthly invoices for all Services. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT, (b) CLIENT's failure to pay within the time required herein shall constitute a payment default. Without limiting any other available remedy, JACOBS may stop work or terminate this Agreement or any purchase Order if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance. JACOBS shall have no liability for any delays resulting from or damages caused by such work stoppage or termination.

9. CONSTRUCTION PHASE SERVICES. (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and

completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences, or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

10. COST ESTIMATES. Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

11. SEVERABILITY. If one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions shall not be impaired.

12. FORCE MAJEURE. Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JACOBS ("force majeure"). In the event that any event of force majeure, as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services.

13. INDEMNIFICATION. JACOBS shall defend and indemnify CLIENT from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) and damages to tangible property to the extent caused by a negligent act or omission of JACOBS, its employee or subconsultant.

14. INSURANCE. During the term of this Agreement, JACOBS shall maintain insurance of the following types: (1) Workers' compensation in accordance with statutory requirements of the jurisdiction in which the Services are to be performed; (b) Employer's liability insurance in the amount of \$250,000; (c) Comprehensive General Liability Insurance subject to a limit for bodily injury and property damage combined in the amount of \$1,000,000 per occurrence; and (d) Automobile liability insurance subject to a limit for bodily injury and property damage combined in the amount of \$1,000,000 per occurrence.

15. ELECTRONIC MEDIA. (a) JACOBS may deliver electronic copies of documents or data ("Electronic Files") in addition to printed copies ("Hard Copies") for the convenience of CLIENT. CLIENT, its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

16. THIRD PARTY BENEFICIARIES. Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

17. CLIENT OBLIGATIONS. CLIENT shall provide JACOBS full information regarding CLIENT's requirements for all Services and shall provide information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in CLIENT's possession which is necessary or useful in connection with the Services. CLIENT shall appoint a representative that will have the authority to make decisions on behalf of CLIENT regarding the Services. CLIENT shall make decisions regarding the Services in a timely manner.

18. DESIGN WORK PRODUCT. JACOBS owns all right, title and interest in all documents created or delivered by JACOBS under this Agreement, including but not limited to all plans, specifications, drawings, CAD files, electronic data, software programs and the source code (collectively the "Design Work Product"). CLIENT is granted the right to use the Design Work Product for itself and for its other contractors, subcontractors as needed for the use, occupancy or maintenance of the completed project. In the event this Agreement is terminated for any reason other than solely as a result of a material breach by JACOBS, CLIENT's right to use the Design Work Product automatically terminates without notice or further action of JACOBS. CLIENT shall return all Design Work Product to JACOBS within ten (10) business days of such termination.

**Purchase Order No.:** \_\_\_\_\_

Client Project No.: \_\_\_\_\_

Jacobs Project No.: \_\_\_\_\_

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

This Purchase Order is entered into on the effective date noted above pursuant to the "Master Professional Services Agreement" between \_\_\_\_\_ ("Client") and \_\_\_\_\_ ("JACOBS"), dated \_\_\_\_\_, 2020 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Purchase Order. However, in case of conflict, the terms of the Agreement shall control.

[All blank spaces should be filled in. Use "N/A where no other response is appropriate.]

**Services Authorized**

Client authorizes JACOBS to perform the Services described in Exhibit 1 attached hereto and incorporated herein, which Exhibit 1 is marked with the above noted Purchase Order No. and consists of \_\_\_\_\_ page(s).

**Pricing**

\_\_\_\_\_ Time and Expense per Appendix A to the Agreement.

\_\_\_\_\_ Firm Fixed Price of \$ \_\_\_\_\_.

\_\_\_\_\_ Other (Describe):

**Schedule**

Services may commence on \_\_\_\_\_. Services will cease by \_\_\_\_\_.

**Other**

**JACOBS ENGINEERING GROUP INC.**

**CLIENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **Appendix A**

Jacobs will be compensated on a Time and Expense basis in accordance with the following rate schedule:

DIRECT EXPENSES. JACOBS' Direct Expenses shall be those costs incurred on or directly for each Purchase Order, including but not limited to necessary transportation costs including mileage at JACOBS' current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

OUTSIDE SERVICES. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JACOBS' administrative costs.

**Return to Agenda**



**AGENDA ITEM SUMMARY**

DATE: 10/24/2022    DEPARTMENT: Admin/Com Dev/Legal DEPT. HEAD SIGNATURE: CPS

SUBJECT: Motion to Ratify the Mayor's signature on a Municipal Lease Agreement between the City of Hailey and Mountain West Bank, Division of Glacier Bank, to finance the acquisition of a new Fire Pumper Truck.

AUTHORITY: Idaho Code City Ordinance/Code    Emergency Powers Ordinance 1260  
(IFAPPLICABLE)

BACKGROUND: Hailey City Council authorized the Mayor to sign a Municipal Lease Agreement to finance the acquisition of a new Fire Pumper Truck, and a Purchase Agreement with Hughes Fire Equipment, at the October 11, 2022 City Council Meeting, conditioned upon City Attorney approval as form and substance of the lease. The lease terms were received by City Staff, and fully reviewed and approved prior to submission of the lease document to the mayor for signing. The agenda item is submitted as an opportunity for public review and inspection of the documents.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to Ratify the Mayor's signature on a Municipal Lease Agreement between the City of Hailey and Mountain West Bank, Division of Glacier Bank, to finance the acquisition of a new Fire Pumper Truck.

**FOLLOW-UP REMARKS:\***

**CITY OF HAILEY**  
**RESOLUTION NO. 2022-093**

**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



**MUNICIPAL LEASE AGREEMENT®**

THIS MUNICIPAL LEASE AGREEMENT (the "Agreement") dated as of October \_\_\_\_, 2022 by and between the CITY OF HAILEY, ("Municipality") and MOUNTAIN WEST BANK, DIVISION OF GLACIER BANK ("Lessor"),

WITNESSETH

WHEREAS, Municipality desires to lease Equipment hereafter described from Lessor through the financing herein provided;

NOW, THEREFORE, in consideration of the covenants, the parties agree in entering the Agreement, including all related Acceptance Certificates (as hereinafter defined)), as amended from time to time as follows:

**I. Assignment to Lessor; Lease to Municipality; Term; Tax Certifications**

Section 1.1 After discussions with the Supplier's Representative for the Equipment described on Exhibit A, Municipality has selected the Equipment and desires to lease the Equipment for its municipal purposes. Mountain West Bank has agreed to purchase the Equipment and transfer it to Lessee pursuant to the terms of this agreement. In this agreement, Mountain West Bank is referred to as the "Lessor" and Municipality as "Lessee."

Section 1.2. **Lease.** Lessor hereby rents and leases to Lessee and Lessee hereby rents and leases from Lessor the Equipment for a term of one year from the Commencement Date. Unless Lessee notifies Lessor to the contrary at least thirty 30 days prior to the end of the initial term or any renewal term, this agreement will be renewed for the next renewal term solely at the option of Lessee.

Section 1.3. **Term.** This Agreement will be effective on the date hereof. With respect to the Equipment, except as may be otherwise specifically provided in this Agreement, the obligation to make the Lease Payments provided for in this Agreement and as set forth in the Lease Payment Schedule hereto will begin on the execution of a certification in form satisfactory to Lessor and Lessee, substantially in the form attached as Exhibit "A" (the "Acceptance Certificate") therefore and expire or terminate upon the first to occur of: (a) the end of the fiscal year of

Lessee ("Fiscal Year") during which an Event of Nonappropriation (as defined in Section 2.5 below) occurs; (b) an event of default, as defined in Article V below ("Event of Default"); or (c) the later of the last Lease Payment date ("Lease Payment Date") specified in Exhibit "B" or the date on which all Lease Payments are paid. Expiration or termination of this Agreement will terminate all obligations of Lessee with respect to such Equipment (except to the extent moneys have theretofore been appropriated for such purpose). Upon termination of this Lease, Lessee will transfer possession of the Equipment to Lessor.

1.4. **Rent.** (a) Lessee agrees to pay rent for the initial term and any renewal terms at the rate stated in Exhibit B. All rentals shall be paid to Lessor at its offices specified in Exhibit B or to such other person or entity and at such other place as Lessor may from time to time designate by written notice to Lessee. Each rent payment contains an interest component set forth in Exhibit B, which Lessee agrees to pay as part of the rent.

(b). The parties understand that as long as Lessee has sufficient appropriated funds to make the payments hereunder, it will keep this agreement in effect through all the renewal terms and make all payments or it will exercise its option under paragraph 1.6 to purchase the Equipment.

(c). Lessee may cancel this agreement at the end of the initial term or any renewal term. In the event of a convenience cancellation by the Lessee, the Lessee shall pay to Lessor on demand the rent accrued and transfer possession of the Equipment to Lessor.

Section 1.5. **Title.** Title to the Equipment shall remain in the Lessor, subject to the terms and conditions of this agreement and Lessee's obligations hereunder. Lessor represents and warrants that it has not created any lien or encumbrance on the Equipment. Lessor shall at all times have access to the Equipment for the purpose of inspecting it, observing its operations or of altering, repairing and improving the Equipment.

Section 1.6. **Option to Purchase.** So long as Lessee

is not in default under this Agreement, Lessee shall have the option to purchase the Equipment at the end of the Initial Term or during any Renewal Term commencing prior to the fourth anniversary date of this Agreement, for a purchase price (the "Purchase Option Price") equal to the amount of all remaining rent set forth in Exhibit "B" (including accrued interest through the date of purchase); Provided that the option must be exercised not later than thirty (30) days prior to the expiration of the fourth anniversary of the Commencement Date of this Lease. The purchase option is exercisable by written notice to Lessor not less than 30 days prior to the end of the current term. The closing shall be within 10 days of the end of the current term at the offices of Lessor. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free from any lien or encumbrance created by or arising through Lessor, but without other warranties.

Section 1.7. Tax Certification and Indemnification.

(a) Lessee agrees and certifies as follows: (1) Moneys on deposit in any fund or account related to this Agreement will not be used in a way that will cause the interest component of any Lease Payment to be included in Lessor's income for federal tax purposes; (2) No use will be made of proceeds of the Agreement, or any funds or accounts of Lessee which may be deemed to be such proceeds, which would cause the Agreement to be an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder (the "Code"). Lessee will comply with the requirements of Section 148 of the Code; (3) Lessee will not take, cause to be taken or fail to take any action, the result of which would cause the interest component of any Lease Payment to be ineligible for exclusion from Lessor's gross income under Section 103 of the Code or would cause the Agreement to be a "private activity bond" or to fail to meet any applicable requirement of Section 149 of the Code; (4) Lessee will file the information report required by Section 149(e) of the Code, and provide to Lessor other evidence of the Lessee's filing of all necessary documents unless Lessor opts to make such filings as provided for under Section 6.1(c) below (5) The Agreement will not at any time be a "private activity bond" (as defined in Section 141 of the Code); (6) the reasonably anticipated amount of tax exempt obligations as described in Section 103(a) of the Code ("Tax Exempt Obligation") (including qualified 501(c)(3) bonds and excluding other private activity bonds) which will be issued by Lessee and its subordinate entities during any calendar year in

which an Acceptance Certificate is delivered will not exceed \$10,000,000. Not more than \$10,000,000 of obligations issued by Lessee during any calendar year in which an Acceptance Certificate is delivered will be designated by Lessee for purposes of Section 265(b)(3) of the Code. Lessee and its subordinate entities have not issued any Tax Exempt Obligations during this calendar year other than this Agreement and the obligations set forth on Exhibit "C" attached hereto. This Agreement has been entered into on the basis that Lessor will be entitled to the exception contained in Section 265(b)(3) of the Code (the "Exception") with respect to the deduction of interest expense allocable to tax exempt interest. If, as a result of the falsity or breach of Lessee's representations or agreements in this Section 1.7, Lessor will not have or will lose the right to claim the Exception, upon thirty (30) days' written notice to Lessee by Lessor, Lessee shall, to the extent permitted by the Agreement and by applicable law, pay Lessor an amount which, in the reasonable opinion of Lessor and after deduction of all taxes required to be paid by Lessor with respect to receipt of such amount, will cause Lessor's net after-tax return over the term of this Agreement to equal the net after-tax return that would have been available if Lessor had been entitled to the Exception.

(b) Lessee agrees and certifies as follows:

(1) (i) Lessee is a political subdivision of the State of Idaho with general taxing powers and is not a subordinate entity of any other political subdivision. (ii) This Lease will not at any time be a "private activity bond" (as defined in Section 141 of the Code). (iii) 95% or more of the net proceeds of this Agreement will be used for local governmental activities of the Lessee within the meaning of Section 148(f)(4)(D)(i)(III) of the Code, (iv) Lessee has not issued any Tax Exempt Obligations in this calendar year other than this Agreement and those referenced in Section 1.6(a) above, (v) the aggregate face amount of all Tax Exempt Obligations (other than private activity bonds), including this Agreement, which will be issued by Lessee and its subordinate entities during the calendar year in which Equipment is delivered will not exceed \$5,000,000.

(2) The gross proceeds (as defined in Section 148(f)(6)(B) of the Code) of this Agreement (including costs of issuance) will be expended for and allocated to the governmental purposes of this Agreement within six months after the date hereof.

(c) To the extent Lessee fails to qualify for either of the above rebate exceptions, it will (i) timely pay to

the United States any payments necessary to preserve the tax exempt status of the interest component of the Lease Payment (provided that this section is not intended to create a debt for purposes of the Constitution of the State of Idaho) and (ii) take all such actions that may be necessary to comply with the rebate provisions of Section 148(f) of the Code.

(d) Lessor, on behalf of Lessee, will pay the purchase price of the Equipment to the Vendor of the Equipment no later than five (5) business days after execution of the Acceptance Certificate. Lessee therefore reasonably expects that such proceeds will be spent within the three-year temporary period provided in the Treasury Regulations issued or proposed under the Code including amendments and successor provisions thereto (the "Regulations").

(e) Lessee has investigated the facts, estimates, and circumstances in existence on the date hereof, together with Lessee's exceptions as to future events. These are true and are complete in all material respects, and on the basis of such, it is not expected that the use of the sale proceeds hereof or any other moneys or Equipment will be used in a manner which will cause this Agreement to be an arbitrage bond within the meaning of Section 148 of the Code. Such expectations are reasonable, and there are no other facts, estimates, or circumstances that would materially change such expectations.

(f) None of the proceeds hereof will be used, directly or indirectly, in any trade or business carried on by any person other than a Governmental Unit, which is defined to include any state of the United States and any political subdivision, agency, instrumentality or entity acting by or on behalf of a state, but not including the United States or any agency or instrumentality thereof, no more than 10% of the Equipment will be used directly or indirectly in a trade or business carried on by any such person, and no more than 5% of the Equipment will be used directly or indirectly in a trade or business carried on by any such person which is not related to any government use of such Equipment.

(g) The Lease Payments will not be directly or indirectly (i) secured by any interest in Equipment used or to be used for a private business use or payments in respect thereof, or (ii) derived from payments in respect of Equipment or borrowed money used or to be used for private business.

(h) None of the proceeds hereof will be used, directly or indirectly, to make or finance loans to persons other than a Governmental Unit.

(i) No person, other than Lessee or another Governmental Unit, will use the Equipment on any basis other than the same basis as the general public; and no person other than a Governmental Unit will be a user of the Equipment as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(j) Subsequent to fifteen (15) days before the date hereof, Lessee has not sold (nor will it deliver within fifteen (15) days after the date hereof) any other obligations pursuant to the same plan of financing, which will be paid from substantially the same source of funds (or which will have substantially the same claim to be paid from substantially the same source of funds) without regard to guaranties from unrelated parties as this Agreement or which will be paid directly or indirectly from the proceeds hereof.

(k) The Equipment is not to be sold or otherwise disposed of prior to the expiration hereof.

(l) The certifications and representations made herein are intended, and may be relied upon, as a certification described in Section 1.148-2(b)(2) of the Regulations.

(m) Lessor represents as follows:

(1) The Rent Payments under this Agreement are not unreasonably high.

(2) Lessor enters into this Agreement for investment purposes, however, Lessor may at any time, without notice, grant a security interest in, transfer or assign this Agreement, items or rights and remedies as Lessor to any party, with such party assuming all, part, or none of the Lessor's obligations. Lessee shall not assert against such party any defense, counterclaim, or offset Lessee may have against Lessor. Lessee acknowledges that any such grant, transfer, or assignment would not materially change Lessee's duties, risks, or interests under the Agreement.

(n) Should the payments hereunder be deemed by the State of Idaho or the federal government not to be exempt from income taxation, Lessee agrees that it will pay as additional sums hereunder sufficient funds to adjust the interest to be paid hereunder to an amount equivalent to the income contemplated hereunder as a tax exempt transaction. Said adjustment will be retroactive and apply to any installments already paid by Lessee to Lessor to the extent that any ruling by any such taxing authority



requires the payment of additional tax upon payments already received by Lessor. This obligation will survive the performance of this Agreement.

## II. Payment of Rent; Warranty Disclaimers

Section 2.1. Agreement to Pay. Subject to the limitation of Section 2.5 of this Agreement, Lessee will pay Lessor from funds appropriated therefore and any other moneys legally available for that purpose at the place set forth in Exhibit "B" or such other place as Lessor may designate the Lease Payments, in such amounts, including the interest component, and on such date as called for in each Supplement hereto together with the reasonable expenses of Lessor related hereto, except expenses included in the cost of the Equipment pursuant to Section 1.2, and any other payment required under the Agreement. If any amount payable hereunder is not paid within ten (10) days after it is due, Lessee will pay to Lessor an amount equal to five percent (5%) of such overdue payment. Lessee's payment obligation hereunder is not subject to any defense, right of setoff or counterclaim arising out of any breach by Lessor, hereunder or otherwise, or out of any indebtedness or any liability at any time owing by Lessor. LESSOR HAS NO RIGHT TO COMPEL LESSEE TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF LESSEE.

## Section 2.2 Warranties.

(a) Lessor, at the request of Lessee, has ordered or will order the Equipment described on Exhibit A. The Equipment has been selected by Lessee and Lessor shall not be liable for specific performance of this agreement or for damages if for any reason the supplier fails to accept such order or delays or fails to fill the order. Lessee agrees to accept such Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit A. Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment.

(b). Lessor hereby assigns to Lessee for and during the term of this agreement all manufacturer's warranties and guarantees, expressed or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at

Lessee's expense. Lessee acknowledges that the Equipment has been purchased by Lessor in accordance with Lessee's specifications and from vendors selected by Lessee and that Lessor is not a manufacturer of or a dealer in such Equipment. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT, ITS QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DESIGN, CONDITION OR WORKMANSHIP; ITS FREEDOM FROM PATENT INFRINGEMENT; THE ENFORCEABILITY OF THE MANUFACTURER'S WARRANTIES AND GUARANTEES; OR AS TO THE TAX OR ACCOUNTING TREATMENT OF THE LEASE OF THE EQUIPMENT, AND HEREBY DISCLAIMS THE SAME.

(c). Lessee has made the selection of the Equipment based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor or any persons on Lessor's behalf. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT, DEFECTS THEREIN, OR FAILURES IN THE INSTALLATION OR OPERATION THEREOF, LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, EQUIPMENT DAMAGE OR LOST PRODUCTION, WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

(d). Lessor is not responsible for, and shall not be liable to Lessee for damage resulting from the inoperability or loss of value of the Equipment due to any cause or situation (including without limitation governmental actions or regulations or actions of other third parties) whether or not presently foreseeable.

(e). Lessee represents and warrants that it has power to enter into this agreement, that all required procedures for execution of this agreement, including competitive bidding if applicable, have been complied with, and that all rentals will be paid out of funds which are legally available for such purposes.

Section 2.3. Prepayment. If no Event of Default, or event which with notice or lapse of time, could become an Event of Default, exists, upon thirty (30) days prior written notice Lessee may prepay the purchase price of the Equipment by paying the applicable Option Price in Section 1.6 plus the Lease Payment due on such date.

Section 2.4. Appropriations. (a) The Lessee, by entering into this Agreement, acknowledges its current intention to make all payments due during its current fiscal year on the dates such payments are then due but does not commit to a legal or other obligation to make such payments or to incur any liability beyond the revenue and income provided during its then current fiscal year. In the event the Lessee's governing body fails to include in its proposed budget or related documents for the ensuing fiscal year or fails to appropriate sufficient funds to fully fund all of Lessee's obligations to make payments hereunder for any future fiscal year, or otherwise chooses not to renew the Lease Term of this Agreement for an additional fiscal year, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and the Lessee's right to possession of the Equipment constituting, and all its interest in the Equipment, will terminate as of September 30 of the fiscal year in which the failure to appropriate occurs. In such case, the liability and obligations of the Lessee and remedies of Lessor will be limited to recovery only of funds appropriated for payments for the then current fiscal year. (b) The Lessee shall, for each ensuing fiscal year in which the payments are scheduled to be made and that, to the extent funds have been appropriated for the current fiscal year, it will make the payments pursuant to this Agreement; and that if sufficient funds are appropriated and budgeted by it for the next fiscal year for the lease of the Equipment, then the Term of this Agreement will be deemed renewed for such fiscal year and will be effective for such fiscal year.

Section 2.5. Nonappropriation. If the governing body of the Lessee fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year and no such appropriation is legally made within two weeks after demand by Lessor, an event of nonappropriation ("Event of Nonappropriation") will have occurred, and Lessee may terminate this Agreement at the end of the then current Fiscal Year, whereupon Lessee will be obligated to pay those amounts then outstanding and due under this Agreement. At the end of such Fiscal Year, Lessor will have the right to take possession of the Equipment. Nothing in this Section or elsewhere in

this Agreement will be deemed in any way to obligate the Lessee beyond its current fiscal year. If the Lessee fails or refuses to renew the Term of this Agreement for the next fiscal year as permitted above, makes any payment due for that purpose and relinquishes the Equipment as provided elsewhere in this Agreement, then Lessee will have no further liability under this Agreement.

### III. Duties of Lessor.

If no Event of Default or Event of Nonappropriation has occurred, Lessor or anyone claiming solely through or under Lessor will not interrupt Lessee's use of the Equipment.

### IV. Duties of Lessee.

Section 4.1. Use and Maintenance of Equipment. Lessee agrees that the Equipment will be used solely in the conduct of its business at its principal place of business unless Lessor is otherwise notified in writing of an alternate location and Lessor first agrees to such alternate location in writing. Lessee will maintain the Equipment in good repair and working order, reasonable wear and tear excepted, but in any event, to the same extent that Lessee would, in the prudent management of its properties, maintain comparable equipment. Lessee will comply with all laws, rules and regulations with respect to the use, maintenance and operation of the Equipment, and if any additional improvement to or replacement of any Item is required, Lessee will do so at its own expense. Lessee may add parts or accessories to the Equipment if it does not impair the value, utility, or warranties of such Equipment and is readily removable without causing material damage.

Section 4.2. Sale and Encumbrance. Lessee will not sell, lease or encumber the Equipment and will continue to own and use it for the public purposes of Lessee.

Section 4.3. Inspection and Tags. At any time during Lessee's normal working hours, Lessor may inspect the Equipment where it is located and inspect all related records of Lessee. Lessor may attach tags to any Equipment showing that Lessor retains title in it. Lessee will not allow any other name to be placed on the Equipment that might be interpreted as a claim to a lien thereon.

Section 4.4. Insurance; Damages or Destruction. Lessee will provide public liability insurance and physical damage and loss acceptable to Lessor with respect to the Equipment in amounts not less than

those specified in Exhibit "B" with either a responsible insurance company authorized to do business in the State of Idaho or an actuarially sound self-insurance program. Each policy will name Lessor as an additional insured and loss payee and provide that it may be altered or canceled only after thirty (30) days' written notice to Lessor. Lessee will deliver to Lessor on demand evidence satisfactory to Lessor showing the existence of such insurance, and will deliver to Lessor evidence satisfactory to Lessor showing renewal or replacement of such insurance within thirty (30) days prior to expiration or cancellation. If Lessee fails to maintain such insurance, Lessor may obtain such insurance as Lessor deems necessary, and Lessee will reimburse Lessor for all premiums therefore together with interest at eighteen percent (18%) per annum. Lessee will immediately notify Lessor of any loss for which an insurance claim may be made, and shall, at Lessee's option: (a) Exercise its option to purchase under Section 1.6; or (b) Place any damaged Equipment in as good a condition as before such damage.

Section 4.5. Taxes; Permits. (a) Lessee agrees to pay, and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Equipment or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. Lessee may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Equipment or any interest therein.

(b). Lessee shall provide all permits and licenses necessary for the installation, operation and use of the Equipment. Lessee shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Equipment, such changes or additions shall be made by the Lessee at its own expense.

Section 4.6. Mortgages, Liens, Etc. Lessee will not directly or indirectly create, incur, assume, or permit the existence of any mortgage, security interest, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment, title thereto or any

interest therein except the respective rights of Lessor and Lessee as herein provided and liens for taxes either not yet due or being contested in good faith and by appropriate proceedings. Lessee will promptly, at its own expense, take such actions as may be necessary duly to discharge any such mortgage, security interest, pledge, lien, charge encumbrance, or claim not specifically excepted above.

#### V. Events of Default and Remedies.

Section 5.1. Events of Default. The following will be Events of Default:

(a) Lessee's failure to pay any payment hereunder 15 days after it is due; (b) Lessee's failure to maintain the insurance required under section 4.4; (c) Lessee's failure to perform any covenant, condition or agreement under the Agreement within 30 days after written notice requesting that such failure be remedied; (d) Any representation or warranty made by Lessee to Lessor being materially false or misleading when made; (e) Lessee will become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or a receiver will be appointed for Lessee for a substantial part of its Equipment without its consent and will not be dismissed within a period of sixty (60) days, or bankruptcy, reorganization or insolvency proceedings will be instituted by or against Lessee and, if instituted against Lessee, will not be dismissed for a period of sixty (60) days; and, (f) Lessee defaults in any other material agreement to which Lessee is a party with third parties resulting in a right by such third parties to accelerate the maturity of Lessee's indebtedness under such other agreement, and such indebtedness materially impairs Lessee's ability to pay its obligations to Lessor under this Agreement.

Section 5.2. Remedies. Whenever an Event of Default has occurred subject to the limitation of Section 2.4 of this Agreement, Lessor may exercise any one or more of the following remedies: (a) By written notice to Lessee, declare all amounts coming due during the current Fiscal Year to be immediately due and payable; (b) Take possession of the Equipment, sell or lease it and retain the proceeds, holding Lessee liable for an amount equal to (i) all amounts payable hereunder to the end of the then current Fiscal Year less (ii) the proceeds of such sale or lease, however, if the proceeds of such sale or lease exceed the amount required to compensate the Lessor for all payments contemplated under this Agreement plus any expenses related to said sale or

lease, any costs to repair or replace the Equipment and any other expenses related thereto, then such excess proceeds will be paid to Lessee; and, (c) Take any action at law or in equity necessary or desirable to enforce its rights hereunder in the Equipment.

Section 5.3. No Remedy Exclusive; Repossession.

(a) No remedy herein is exclusive, and every remedy is in addition to every other remedy at law or in equity. No delay in exercising or failure to exercise any right or power will be a waiver thereof. No notice will be necessary to entitle Lessor to exercise any remedy, except as required in this Article. To the extent permitted by law, Lessee waives any requirements of law, now or hereafter in effect, which might limit or modify Lessor's remedies; (b) If Lessor is entitled to repossess the Equipment, Lessee shall, if Lessor requests, make it available at a reasonable place designated by Lessor and execute and deliver such documents as may be required to restore clear title to Lessor. Lessee will bear all costs of removal and delivery of the Equipment and repairs to Lessee's Equipment.

VI. Representations, Covenants, and Warranties of Lessee.

Section 6.1. Representations, Covenants and Warranties of Lessee.

(a) Lessee represents, covenants and warrants for the benefit of Lessor that Lessee is a political subdivision of the State of Idaho with statutory authority to enter into this Agreement, and has been duly authorized to execute, deliver and carry out its obligations under this Agreement and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate. Lessee is not subject to any legal or contractual provision which restricts or prevents it from entering into performing under this Agreement, except laws affecting creditors' rights generally. There is no known pending or threatened action, proceeding, or investigation affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable result would adversely affect this Agreement; (b) The Equipment is and will remain personal property and not fixtures, unless Lessor otherwise consents in writing; and (c) Lessee will file all necessary statements under Section 149(e)(2) of the Code to allow the interest payable under this Agreement to be excluded from the Lessor's income that is subject to federal and State of Idaho income tax and will furnish to seller evidence of such filing, or at the Lessor's option, it will notify Lessee of its intent to file necessary tax filings on behalf of Lessee after which Lessee will provide Lessor all needed cooperation to facilitate

such tax filings. The execution and performance of this Agreement will not violate any judgment, order, law, or regulation, constitute a default under any instrument binding upon Lessee, or create any encumbrance upon any assets of Lessee or the Equipment, except as herein provided. Lessee has never non-appropriated or defaulted under any of its obligations under any lease-purchase contract, bond, or other debt obligation. Lessee has been duly authorized to execute and deliver this Agreement in accordance with the terms and provisions of its duly adopted Resolution and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the due authorization of this Agreement. No approval, consent, or withholding of objection is required from any governmental authority other than Lessee with respect to the entering into or performance by Lessee of this Agreement. The balance sheet of Lessee for its most recent fiscal year and related earnings statement for such year have been furnished to Lessor and fairly presents Lessee's financial condition as of such date and the results of its operations for such year in accordance with generally accepted accounting principles consistently applied, and since such date there has been no material adverse change in such conditions or operations.

Section 6.2. Opinion of Counsel. If Lessor requests, Lessee will deliver to Lessor an opinion of Lessee's legal counsel on and as of the date of this Agreement with respect to the matters herein and such other matters as Lessor reasonably requests. In addition, Lessee agrees to provide Lessor with any other documents reasonably requested by Lessor prior to Lessor's funding of this Agreement.

VII. Assignments.

Lessor may assign and grant a security interest in any of its rights or interests in the Agreement or the Equipment. Lessee will not assign or grant a security interest in the Agreement or the Equipment in whole or in part.

VIII. Lessor's Rights to Perform for Lessee.

(a) Subject to the limitations set forth within this Agreement, if Lessee fails to perform or comply with any of its agreements contained herein, Lessor may, but will not be required to, make any payment or perform or comply with any covenant or agreement contained herein, and all reasonable expenses of Lessor incurred in connection therewith will be payable by Lessee upon demand together with interest at the rate of eighteen percent (18%) per annum from the date of payment to the date of

reimbursement; Lessee will promptly and duly execute and deliver to Lessor such further documents or instruments of further assurance and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be crested in favor of Lessor hereunder, if requested, at the expense of Lessee.

IX. Miscellaneous. The laws of the State of Idaho will govern the Agreement. Notice to either party will be sufficient if sent by first class United States Mail to the address shown below the party's signature. If a provision of the Agreement is invalid or unenforceable, the remainder may be enforced to the fullest extent permitted by law. This Agreement and each Acceptance Certificate may be executed in multiple original counterparts. The Agreement will bind and inure to the benefit of the parties' permitted successors and assigns. The headings herein will not in any way affect the Agreement. The Agreement is the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof. The Agreement may not be amended, changed, or modified except by written agreement executed by both parties hereto.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Agreement as of the date first above written.

"Municipality- Lessee"

CITY OF HAILEY

By: Martha Burke Mayer  
Title

Attest:

By: \_\_\_\_\_  
Clerk

Address: 115 S. Main Street  
Hailey, ID 83333

"Bank"

MOUNTAIN WEST BANK, DIVISION OF  
GLACIER BANK

By: \_\_\_\_\_  
Title

Address: 121 N. 9<sup>th</sup> Street, Suite 200  
Boise, ID 83702



**EXHIBIT "A"****ACCEPTANCE CERTIFICATE**

The undersigned Municipality, having entered into a Municipal Lease Purchase Agreement dated October \_\_\_\_, 2022, (the "Agreement"), with MOUNTAIN WEST BANK ("Bank"), does hereby certify to Bank that:

1. The equipment listed in the attached Exhibit B (the "Equipment") is of a size, design, capacity, and manufacture selected by Municipality, is in good condition and has been satisfactorily delivered and installed. Municipality hereby expressly assumes all responsibilities in connection with the delivery and installation thereof;
2. Municipality is satisfied that the Equipment is suitable for Municipality's purposes;
3. Unless otherwise indicated on Exhibit B, the Equipment is new and unused on the date hereof except for routine testing and inspection;
4. Upon payment of the purchase price to the Vendor indicated in Exhibit B, there will be no liens, security interests, or encumbrances against the Equipment except the interest of Bank under the Agreement;
5. The Equipment is personal property and will not become either real property, fixtures or inventory;
6. Municipality authorizes Bank to pay the Vendor indicated in Exhibit B for the Equipment;
7. The representations and warranties of Municipality contained in the Agreement are true and correct in all material respects as of the date of this certificate; and
8. There exists no Event of Default or condition which, but for the passing of time or giving of notice or both, would constitute an event of Default under the Agreement.

DATED this \_\_\_\_ day of October, 2022.

MUNICIPALITY: CITY OF HAILEY

By: Martha Burke Mayer  
Title

EXHIBIT "B"  
RENT PAYMENT SCHEDULE

1. ITEMS OF EQUIPMENT COVERED BY THIS AGREEMENT:

Quantity	Vendor	Description/Serial No	Cost
1	Hughes Fire Equipment Inc	Enforcer PUC Pumper KB787 VIN: TBD	\$705,186

Equipment Location: 115 S. Main Street  
Hailey, ID 83333

Vendor	Contact Name	Telephone Number
Hughes Fire Equipment Inc	Kyle Bocik	(541) 747-0072

Address: 910 Shelley Street  
Springfield, OR 97477

2. RENT PAYMENT SCHEDULE:

Equipment Cost: \$705,186.00 (Per Vendor Invoices)

Down Payment: \$193,771.46

Lease Amount: \$511,414.54

Municipality will pay five (5) annual Rent Payments of \$112,478.54 beginning October \_\_\_\_, 2022. Schedule as follows:

RENT PAYMENT SCHEDULE

Pymt No.	Date	Payment Amount	Principal Amount	Interest Amount
1	10/ /22	\$112,478.54	\$112,478.54	\$0.00
2	10/ /23	\$112,478.54	\$92,571.63	\$19,906.91
3	10/ /24	\$112,478.54	\$97,190.96	\$15,287.58
4	10/ /25	\$112,478.54	\$102,040.79	\$10,437.75
5	10/ /26	\$112,478.54	\$107,132.62	\$5,345.92

3. THIS OBLIGATION EARNS INTEREST AT AN ANNUAL PERCENTAGE RATE OF 4.99%. The payments herein will be composed of principal and interest components. In the event of changes in the Annual Percentage Rate due to events as outlined in 1.7 of this Agreement (Tax Indemnification), this payment and amortization schedule will be modified to seller's equivalent taxable annual percentage rate in order to preserve Seller's anticipated after tax yield. Municipality will make five (5) Rent Payments of \$112,478.54 each. Municipality's first Rent Payment is due October \_\_\_\_, 2022, and all subsequent payments are due on the same day of each year after that. Municipality's final payment will be due on October \_\_\_\_, 2026. Payments include principal and interest and will be sufficient to cover

the principal and interest components of the rent. Municipality shall also pay any unpaid collection costs and any late charges upon demand. The annual interest rate for the interest component of the Rent Payment is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

4. The minimum amount of insurance to be provided by Municipality with respect hereto is as follows:

a. Liability:

\$1,000,000.00 each individual

\$1,000,000.00 each accident

\$100,000.00 property damage liability

b. Physical Damage and Loss: \$705,186.00

c. Additional riders, exclusions or special terms required by Bank:

5. MUNICIPALITY'S BILLING ADDRESS:

115 S. Main Street  
Hailey, ID 83333

6. ADDRESS PAYMENTS TO (Place of Payment):

MOUNTAIN WEST BANK  
121 N. 9<sup>TH</sup> STREET, SUITE 200  
BOISE, ID 83702

7. OTHER TERMS: See the attached **Exhibit D** for maintenance and return provisions.

8. The Municipality expressly agrees to pay the interest component together with the principal component of the Rent Payments specified herein.

"Municipality"- CITY OF HAILEY

By: \_\_\_\_\_

Title

**EXHIBIT "C"**  
**OTHER CITY OF HAILEY OBLIGATIONS**

**EXHIBIT "D"****Maintenance & Return Conditions****Maintenance & Repair:**

- a. Lessee at all times will maintain **Enforcer PUC Pumper KB787, VIN: TBD** ["Equipment"] in a condition and manner suggested by the original manufacturer as required to validate any warranty.
- b. Lessee will use only original manufacturer's approved replacement parts and components in the performance of any maintenance and repair of the Equipment.
- c. Lessee will maintain current maintenance and repair records for the Equipment in a useable manner and will submit to Lessor upon the return of the Equipment.
- d. Lessee will at all times maintain the Equipment in good operational condition and appearance, and cannot discriminate such maintenance between owned or leased Equipment.

**Return Conditions:**

- a. The Equipment will be in a condition whereby it can be put immediately into revenue service at its original designated function and capacity. It will be in sound mechanical condition and be in good working order under full load and have the same attachments and piece parts as when delivered.
- b. All tires will be matched by generic type and tread design consistent with original delivery, free of cracks, cuts or rips, and with a minimum of 50% new tire tread remaining. The tires will be in safe and operable condition and all of the same manufacturer and style (no recaps).
- c. All air and fluid lines will be free of any leaks, cuts, cracks and the controls will operate as originally designed.
- d. The engine will operate to the manufacturer's original specifications, will meet the current smoke emission standards, will be free of oil, water or other fluid leaks and will satisfactorily pass dynamometer test according to the manufacturer's specifications. If test is not satisfactory, repairs required to complete a satisfactory test will be completed by Lessee at its expense prior to return of the Equipment.

- e. The transmission, clutches, drive train and hydraulic system will function properly within the manufacturer's operating specifications.
- f. The brakes will hold the unit as specified by the original manufacturer without fading. No heat discoloration or warpage on brake cylinders, disks, wheels or pads, and brakes will have at least 50% remaining useful life.
- g. The radiator and cooling system will be free of leaks, punctures or holes, and be able to maintain unit in normal operating temperature range as specified by the original manufacturer.
- h. The electrical system will be in good operating condition with wiring free of cuts, breaks, or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications.
- i. All glass will be intact and free of cracks, chips or glazing.
- j. The body will be completely clean without rust/corrosion, dirt, foreign material of any kind and have no missing sheet metal or any damage to sheet metal. The paint will be in good condition. There will be no structural damage to frame.
- k. The cab interior will be in good condition with operator's station and floor free of cuts, tears, rips, holes or burns.

LESSEE: CITY OF HAILEY

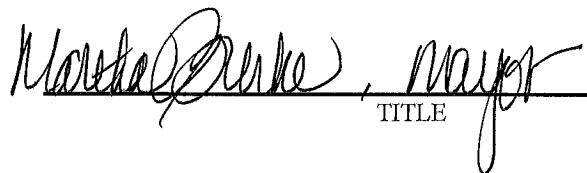
 TITLE

EXHIBIT D: 1

5 - EXHIBIT D - MAINTENANCE &amp; RETURN CONDITIONS 10/17/22 12:26:17 PM

**CERTIFICATE OF LESSEE**

I, the undersigned, am a duly authorized officer of the City of Hailey under the certain Municipal Lease Agreement dated October \_\_\_\_, 2022 (the "Agreement"), with **Mountain West Bank** as Lessor (the "Lessor"), do hereby certify that:

**INCUMBENCY OF OFFICERS AND SIGNATURES:** I have custody of the records of Lessee and the following officers of the Lessee are duly elected or appointed and hold the office or title set forth opposite each individual's name, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State, and each such individual has the authority to enter into the Agreement on behalf of the Lessee:

The person executing documents is: MARTHA BURKE, Mayor  
 By: Martha Burke  
 (Signature Required)

**ESSENTIAL USE:** Lessee has an immediate need for and expects to make use of the aforementioned Equipment, the need for which is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority.

**CERTIFICATE OF APPROPRIATIONS:** Monies for all rental payments to be made under the Lease for the **fiscal year ending September 30, 2023** are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those rental payments that may come due under the Agreement in such fiscal year.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

**LESSEE: CITY OF HAILEY**

By: Martha Burke



**EXTRACT FROM MINUTES OF BOARD RESOLUTION**

Lessee: CITY OF HAILEY

At a duly called meeting of the governing body of the CITY OF HAILEY (the Lessee"), held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Municipal Lease Agreement (the "Lease") with **Mountain West Bank, Division of Glacier Bank** (the "Lessor") presented to this meeting. Lessee has determined that it is necessary, desirable and in their best interest to enter into the Lease for the purposes therein specified, and the execution and delivery and hereby approved, ratified and confirmed, and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment. Lessee designates and confirms that persons executing this Lease are authorized to execute, deliver and witness any and all related documents necessary to the consummation of this Lease.

**NOW, THEREFORE BE IT RESOLVED that:**

- a. the governing body of Lessee hereby represents that this Lease is to be a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(C) of the IRS Code of 1986 (the "Code") as amended; and
- b. Lessee has not issued, and reasonably anticipates that it will not issue Tax-Exempt obligations in the amount exceeding \$10,000,000.00, during the current calendar year.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Municipal Lease Agreement is the same as presented at said meeting of the governing body of Lessee.

Lessee: CITY OF HAILEY

By: \_\_\_\_\_  
Secretary/Clerk

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

# CHRISTOPHER P. SIMMS

## ATTORNEY AT LAW

LICENSED IDAHO &

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October 19, 2022

Mountain West Bank, Division of Glacier Bank

Re: Enforcer PUC Pumper KB787

Ladies and Gentlemen:

As counsel to the City of Hailey ("Municipality"), I have examined an executed counterpart of the Municipal Lease Agreement (the "Agreement") and all exhibits thereto, including Exhibit B (Installment Payment Schedule), executed as of October 24, 2022 between Municipality and Mountain West Bank, Division of Glacier Bank ("Bank"), the proceedings taken by Municipality to authorize Municipality's execution of and performance under the Agreement, including without limitation the meeting minutes and other documents and matters of law as I have deemed relevant and necessary in rendering this opinion.

Based upon the foregoing examination, I am of the opinion that:

1. Municipality is duly organized and existing as a political subdivision under the laws of the State of Idaho with full power and authority to enter into the Agreement.

2. The Agreement has been duly authorized, executed and delivered by Municipality, and constitutes the legal, valid and binding obligations of Municipality, enforceable according to their respective terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditor's rights generally or usual equity principles in the event equitable remedies should be sought. Notwithstanding the foregoing, the Idaho Supreme Court has not published an opinion deciding the constitutionality of a transaction such as that represented by the Agreement, which contains a lease term annually renewable by appropriation of the Municipality. However, several Idaho district court confirmation orders have found similar annually renewable lease transactions of municipal entities to be valid. Although I cannot guaranty the outcome of an Idaho court decision on this issue, in my opinion there is a sound and meritorious legal basis for an Idaho court to uphold the validity and enforcement of the Agreement.

3. No authorization, approval, consent or other order of any

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Old Town Mercantile Bldg. Suite 2H 101 E. Bullion street  
PO Box 1861 Hailey Idaho 83333

Phone 208 788 2800

Cell 208 720 6529

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

--206--

# CHRISTOPHER P. SIMMS

## ATTORNEY AT LAW

LICENSED IDAHO &

MISSOURI

governmental authority, other than authorizations, approvals, consents and orders which have already been obtained, is required for the valid authorization, execution and delivery of the Agreement for the performance by Municipality of its obligations in the transactions contemplated thereby.

4. No litigation of any nature is now pending or, to my knowledge, threatened, challenging the authority of Municipality to enter into, or seeking to restrain or enjoin the execution or performance by Municipality of, the Agreement, challenging the interest of the Bank or its assigns in the Equipment (as defined in the Agreement), nor seeking to restrain or enjoin Municipality from appropriating sufficient funds to pay the lease payments contemplated by the Agreement.

5. The execution and delivery of the Agreement and the compliance with the provisions thereof by Municipality, and the consummation by Municipality of the transactions contemplated thereby under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of Municipality of a breach and/or default under any agreement or other instrument to which Municipality is a party or by which it is bound or any existing law, regulation, court order or consent decree to which Municipality is subject.

6. The Equipment is personal property and, when subject to use by Municipality, will not be or become fixtures under the laws of the State of Idaho.

Very truly yours,

*/s/ Christopher Simms*

Christopher Simms  
Hailey City Attorney

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Old Town Mercantile Bldg. Suite 2H 101 E. Bullion street  
PO Box 1861 Hailey Idaho 83333

Phone 208 788 2800

Cell 208 720 6529

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

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Form **8038-G**

(Rev. October 2021)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0047

**Part I Reporting Authority**Check box if Amended Return ► ☐

1 Issuer's name <b>CITY OF HAILEY</b>		2 Issuer's employer identification number (EIN) <b>82-6000201</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>115 S. MAIN STREET</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>HAILEY, ID 83333</b>		7 Date of issue
8 Name of Issue <b>FIRE PUMPER TRUCK - MUNICIPAL LEASE</b>		9 CUSIP number <b>NONE</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <b>BECKY STOKES, TREASURER</b>		10b Telephone number of officer or other employee shown on 10a <b>(208) 643-8755</b>

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11 Education . . . . .	11	
12 Health and hospital . . . . .	12	
13 Transportation . . . . .	13	
14 Public safety . . . . .	14	511,415
15 Environment (including sewage bonds) . . . . .	15	
16 Housing . . . . .	16	
17 Utilities . . . . .	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a . . . . . ► <input type="checkbox"/>		
b If bonds are BANs, check only box 19b . . . . . ► <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box . . . . . ► <input checked="" type="checkbox"/>		

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 511,415	\$ N/A	4 years	4.99 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)** N/A - LEASE

22 Proceeds used for accrued interest . . . . .	22	
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24	
25 Proceeds used for credit enhancement . . . . .	25	
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	28	
29 Total (add lines 24 through 28) . . . . .	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30	

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds. N/A - LEASE

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ► _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ► _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ► _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ► _____		
<b>c</b>	Type of hedge ► _____		
<b>d</b>	Term of hedge ► _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement . . . . . ► _____		
<b>b</b>	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative 

Date

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no.



## INSURANCE COVERAGE REQUIREMENTS

LEASE NO: 3810228031403

TO: LESSEE'S INSURANCE AGENT

1. Please fill in name, address and telephone number.

Agency: ICRMP  
Address: 3100 Vista Ave., STE 300  
City/State/Zip: Boise, ID 83705  
CONTACT:  
PHONE: 208-336-3100

Equipment Description: Enforcer PUC Pumper KB787, VIN: TBD  
Insurable Value: \$705,186.00

### PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE

Name: Mountain West Bank, Division of Glacier Bank  
Address: 121 N. 9<sup>th</sup> Street, Suite 200  
Boise, ID 83702  
Contact: Kyle Faulk  
Email: [kfaulk@mountainwestbank.com](mailto:kfaulk@mountainwestbank.com)  
Fax: (208) 345-2232

To Issue:

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Mountain West Bank, Division of Glacier Bank** as loss payee.  
Coverage Required: Full Replacement Value
- b. Public Liability Insurance evidence by a Certificate of Insurance,  
Minimum Coverage Required: \$1,000,000.00 per person, \$1,000,000.00 aggregate bodily injury liability, \$100,000.00 property damage liability

OR (check one)

- ☐ 2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance,
- ☒ 3. Proof of insurance coverage will be provided prior to the time that the equipment is delivered to us.

Lessee: CITY OF HAILEY

By: Nathan Burke, Mayor  
Title

**ASSIGNMENT OF SALES AGREEMENT**

[Attach to Sales Agreement]

CITY OF HAILEY (Municipality, hereafter "Lessee" and "Assignor") and MOUNTAIN WEST BANK, DIVISION OF GLACIER BANK ("Lessor" and "Assignee") agree as follows:

1. All terms herein with initial capitals shall have the meaning specified in the Lease between the Assignor, as Lessee, and the Assignee, as Lessor.
2. The Assignor hereby grants, bargains, sells, assigns, conveys, transfers and sets over to and for the benefit of the Assignee all right, title and interest of the Assignor in, to and under the Sales Agreement insofar as it relates to the Equipment, including, without limitation, all claims for damages arising under the representations, indemnities, warranties, guarantees and agreements made to or for the benefit of the Assignor by HUGHES FIRE EQUIPMENT INC, ("Vendor"), and the right to compel performance of the terms of the Sales Agreement; provided, however, that (a) the Assignor shall at all times remain liable to the Vendor under the Sales Agreement to perform all the duties and obligations of the Assignor thereunder as if this Assignment had not been executed, (b) the Assignee shall not be liable for any of the obligations or duties of the Assignor under the Sales Agreement, nor shall this Assignment give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Vendor (provided that in order for the Assignee to exercise any right under the Sales Agreement, the Assignee shall be required to comply with all of the terms of the Sales Agreement pertaining to such right which would be binding on the Assignor) and (c) the Assignee shall not be obligated to make any payment or to make any inquiry as to the sufficiency of any payment received by the Vendor or to present or file any claim or to take any other action to collect or enforce any claim under the Sales Agreement. The Assignor agrees to preserve and protect the Assignee's rights under any warranty, covenant or representation made by the Vendor with respect to the Equipment, and the Assignor warrants that the Assignor will not take any action which will impair such rights of the Assignee, and covenants to act solely in compliance with any restrictions and requirements prerequisite to the continued existence, enforcement, validity and maintenance of any warranty, covenant or representation.
3. Notwithstanding the foregoing, if and so long as the Lease shall not have been declared to be in default, and after such declaration if and so long as all Events of Default shall have been remedied, the Assignee authorizes the Assignor, to the exclusion of the Assignee, to exercise in Assignor's name all rights and powers of the "Purchaser" under the Sales Agreement and to retain any recovery or benefit resulting from the enforcement of any warranty or indemnity under the Sales Agreement in respect of the Equipment except that the Assignor may not enter into any amendment, modification or supplement to the Sales Agreement without the written consent or countersignature of the Assignee. The Vendor shall not be deemed to have knowledge of and need not recognize any Event of Default or the remedy thereof or the Equipment being no longer subject to the Lease unless and until the Vendor shall have received written notices thereof.
4. Nothing contained herein shall (a) subject the Vendor to any liability to which it would not otherwise be subject under the Sales Agreement or (b) modify in any respect the contract rights of the Vendor thereunder or (c) require the Vendor to divest itself of title to or possession of the Equipment until delivery thereof and payment therefore as provided therein.
5. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein granted.
6. The Assignor does hereby represent and warrant that the Sales Agreement is in full force and effect and is a legal, valid and binding obligation of the Assignor enforceable in accordance with its terms (subject, as to the enforceability of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect) and the Assignor is not in default thereunder. The Assignor does hereby further represent and warrant that the Assignor has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Assignment shall remain in effect, the whole or any part of the rights hereby assigned or any of its rights with respect to the Equipment under the Sales Agreement not assigned hereby, to anyone other than the Assignee.

ASSIGNMENT: 1

ASSIGNMENT OF SALES AGREEMENT 10/20/22 2:22:35 PM

7. The Assignee hereby accepts the assignment herein contained. The Assignee agrees to purchase the Equipment from the Vendor and to pay to the Vendor an amount equal to the unpaid balance of the purchase price payable to the Vendor on the Closing Date for the Equipment pursuant to the Sales Agreement, as such purchase price may be adjusted in accordance with the terms of the Sales Agreement and invoiced by the Vendor to the Assignee on or before the Closing Date.

Dated:

ASSIGNEE:  
MOUNTAIN WEST BANK, DIVISION OF  
GLACIER BANK

ASSIGNOR: [Purchaser/Lessee/Municipality]  
CITY OF HAILEY

By: \_\_\_\_\_  
Title

By: \_\_\_\_\_  
Title

**CONSENT BY HUGHES FIRE EQUIPMENT INC**

HUGHES FIRE EQUIPMENT INC (the "Vendor") hereby acknowledges notice of and consents to all of the terms of the foregoing Sales Agreement Assignment (the "Assignment") and hereby confirms to the Assignee that the Assignee shall not be liable for any of the obligations or duties of the Assignor to the Vendor under any Sales Agreement, nor shall the Assignment give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Vendor except for the obligation of the Assignee to pay the purchase price for Equipment in accordance with the terms of the Sales Agreement and the Assignment in the event such Equipment is made subject to the Lease, except that the undersigned acknowledges that payment for any such Equipment shall be due on the date set forth in the Assignment.

Dated:

VENDOR:  
HUGHES FIRE EQUIPMENT INC

By: \_\_\_\_\_  
Title

Invoice No. 3810228031

MOUNTAIN WEST BANK

# INVOICE

**Customer**

Name CITY OF HAILEY  
 Address 115 S. Main Street  
 City Hailey State ID ZIP 83333  
 Phone (208) 643-8755

**Misc**

Date 10/17/2022  
 Order No.  
 Rep  
 FOB

Qty	Description	Unit Price	TOTAL
1	Down Payment	\$ 193,771.46	\$ 193,771.46
1	First Payment	\$ 112,478.54	\$ 112,478.54
1	Documentation Fee	\$ 500.00	\$ 500.00

SubTotal \$ 306,750.00

Shipping

**Payment** Select One...

Comments  
 Name  
 CC #  
 Expires

Tax Rate(s)

**TOTAL** \$ 306,750.00

Office Use Only

**Return to Agenda**



## AGENDA ITEM SUMMARY

**DATE:** 10/24/2022    **DEPARTMENT:** Comm Dev/ Legal

**DEPT. HEAD SIGNATURE:** CPS/RD

**-SUBJECT:** Motion to reopen Area of City Impact negotiations with Blaine County, and the City of Bellevue, and submit questions to the Planning and Zoning Commission for recommendations to Council based upon consideration of the statutory planning factors as required in Idaho code..

**- AUTHORITY:** IC 67-6526    ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code    HMC  
(IF APPLICABLE)

### **-BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City of Hailey and Blaine County entered into an Area of City Impact Agreement, (ACI) and adopted ordinances consistent therewith, in 2020, concerning the lands between the cities of Hailey and Bellevue. Those lands, commonly referred to as Flying Hat Ranch, is under new ownership. The new owners have expressed intention to apply for annexation of lands outside the current boundaries of the ACI, into the City of Hailey (see attached letter). The new owners have requested renegotiation of the ACI agreements between Blaine County and the cities as a prerequisite to submitting annexation and entitlement applications with the Cities. Submittal to the Planning and Zoning Commission for consideration and recommendation to the governing boards is a statutory prerequisite to any potential renegotiated ACI agreements, and future annexation and development of lands outside the current ACI. It is staff's understanding that Blaine County and Bellevue are also underway with the renegotiation process presented.

At this time, staff is requesting Council to accomplish items A and B:

**A.** As such, staff recommends that the questions may simply be those identified in Idaho Code 67-6526(3)(b):

*... In defining an area of city impact, the following factors shall be considered:*

- (1) trade area;*
- (2) geographic factors; and*
- (3) areas that can reasonably be expected to be annexed to the city in the future.*

**B.** Staff recommends that the Council set a 90-day timeframe for the P&Z to make its recommendation on the ACIs; which is the same as in 2020.

### **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	___ Engineer	___ Building
___ Library	___x___ Planning	___ Fire Dept.	___
___ Safety Committee	___ P & Z Commission	___ Police	___
___ Streets	___ Public Works, Parks	___ Mayor	___

### **RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to reopen Area of City Impact negotiations with Blaine County, and the City of Bellevue, and to submit the three questions as set forth in Idaho Code 67-6526(3)(b) to the P&Z Commission and set a 90-day time period for making a recommendation to the Council on the Bellevue and Hailey ACI renegotiation.

---

**FOLLOW-UP REMARKS:**

**Date:** October 12, 2022  
**To:** Board of County Commissioners  
**From:** Kathy Grotto  
**Subject:** Bellevue and Hailey Area of City Impact Renegotiation

As you probably know, Flying Hat Ranch east of Highway 75 is under new ownership. The new owners are asking the cities of Hailey and Bellevue to renegotiate the Area of City Impact for that property (see enclosed letter). Here is a synopsis of the general process for the negotiation of ACIs (cities and counties follow essentially the same process):

- A. Governing body submits the questions to the P&Z Commission for recommendation.**
- B. Each commission shall have a reasonable time fixed by the governing board to make its recommendation.**
- C. Development of a map and ordinances.**
- D. Public hearings at P&Z Commission and Board.**

At this time, staff is requesting the Board to accomplish items A and B:

- A.** In 2020, the two cities each desired portions of the Flying Hat Ranch in their respective ACI's. This resulted in a need for a robust list of "questions" to be reviewed. In this renegotiation request, the cities and the landowner are essentially on the same page regarding the ACI request: to split the property between the two cities generally as shown in the map attached to the enclosed letter. As such, staff recommends that the questions may simply be those identified in Idaho Code 67-6526(3)(b):  
*... In defining an area of city impact, the following factors shall be considered:*
  - (1) trade area;*
  - (2) geographic factors; and*
  - (3) areas that can reasonably be expected to be annexed to the city in the future.*
- B.** Staff recommends that the Board set a 90-day timeframe for the P&Z to make its recommendation on the ACIs; which is the same as in 2020.

**Suggested motion:** To submit the three questions as set forth in Idaho Code 67-6526(3)(b) to the P&Z Commission and set a 90-day time period for making a recommendation on the Bellevue and Hailey ACI renegotiation.

**Enclosure:** Landowner representative letter of 9/12/22

Kathy Grotto  
Deputy Director  
Blaine County Land Use and Building Services  
219 1<sup>st</sup> Ave. South  
Hailey, ID 83333

(208) 788-5570  
Fax: (208) 788-5576

J. EVAN ROBERTSON

GARY D. SLETTE

Cassie Chapman – Legal Assistant  
[cchapman@rsidaholaw.com](mailto:cchapman@rsidaholaw.com)

ATTORNEYS AT LAW

134 Third Avenue East  
P.O. BOX 1906  
TWIN FALLS, IDAHO 83303-1906  
TELEPHONE (208) 933-0700  
FAX (208) 933-0701



GARY D. SLETTE  
[gslette@rsidaholaw.com](mailto:gslette@rsidaholaw.com)

J. EVAN ROBERTSON  
[erobertson@rsidaholaw.com](mailto:erobertson@rsidaholaw.com)

**September 12, 2022**

VIA EMAIL

**City of Bellevue**

Attn: Mayor Kathryn Goldman  
P.O. Box 825  
Bellevue, ID 83313  
[kgoldman@bellevueidaho.us](mailto:kgoldman@bellevueidaho.us)

**City of Hailey**

Attn: Mayor Martha Burke  
115 Main St. South, Ste. H  
Hailey, ID 83333  
[martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org)

**RE: Area of City Impact**

Dear Mayors Goldman & Burke,

As you are aware, we are working with Doug and Skip Oppenheimer (“BC-1 LLC”) regarding the potential development of the property the LLC owns which is generally known as the east side of the Eccles Ranch between your two cities. Since its acquisition earlier this year, there have been a number of informal discussions about how we might proceed with the development of that property given the current status of the Area of City Impact (“ACI”). While specific development plans for the project are clearly in their infancy, the Oppenheims have carefully listened to what your planning staffs have articulated in terms of desirable growth and development for each city. In addition, Mark Davidson of the Blaine County Recreation District (“BCRD”) has helped greatly in formulating goals and objectives of the BCRD, which could benefit the public if incorporated into the future development of this property.

Recognizing the desire of the City of Hailey and the City of Bellevue to work together to address key needs in the Wood River Valley, we would request that each of the cities undertake the concurrent renegotiation of the ACI consistent with the provisions of Idaho Code § 67-6526. We are enclosing an aerial photograph depicting a proposed ACI line between the two cities which we believe is consistent with the suggestions of your planning staffs. Benchmark Engineers has been retained by the Oppenheims to prepare a surveyed legal description of this line for purposes of accurately demarcating the limits of the ACI for each city. Knowing that the agendas for each of the cities and Blaine County are full for some time to come, we wanted to begin this process now with the promise

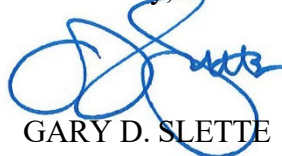
of providing you with the surveyed ACI boundary line to be incorporated into the relevant ordinances for each of the governmental entities. Given the actions that must occur, i.e., submission of the proposed ACI to your Planning and Zoning Commission for a recommendation, we thought it best to begin the process with the commitment to provide you with the final surveyed legal description before any final ordinance is adopted.

I know that we speak for Doug and Skip when we say there is more than a small amount of excitement as it relates to the future development of this property. They believe that having BCRD as an integral component of the development will only add to the concept of a multi-use livable community, and we look forward to working with the cities in moving beyond the conceptual plans that are currently contemplated for the property.

We are excited to be affiliated with the Oppenheims in this project, and we share the optimism of Doug and Skip that we can implement a development plan that will create a positive benefit for the entire Wood River Valley. On their behalf, we request that the cities engage in a concurrent renegotiation of the ACI as soon as possible in order to reach an agreement on the respective ACI's based on the discussions to date, the cities' and BCRD's joint letter to Blaine County dated April 11, 2022, and the attached plan. To the extent that Comprehensive Plans need to be amended or modified to address the inclusion of these areas, we would request that the cities undertake contemporaneous amendments of such plans as may be necessary to allow the development to proceed without any unnecessary delays. We hope that both cities and the public at large will embrace the opportunities presented by this project, including the role of BCRD.

At such times as hearing dates have been established for each city, please advise us so we can plan to attend and participate in the discussions regarding the ACI renegotiation. If you have any questions or comments, please do not hesitate to contact us.

Yours truly,



GARY D. SLETTE



J. EVAN ROBERTSON

cc. Doug and Skip Oppenheimer  
BCRD, Attn: Mark Davidson  
Ashley Dyer, City of Bellevue Senior Planner  
Lisa Horowitz, City of Hailey, City Administrator  
Tom Bergin and Kathy Grotto, Blaine County P&Z



## Jessica Parker

---

**From:** Lisa Horowitz  
**Sent:** Wednesday, October 19, 2022 10:26 AM  
**To:** Jessica Parker  
**Subject:** FW: Wood River Community Ventures  
**Attachments:** Wood River Preliminary Plan 10.18.22.pdf; Wood River\_Program Areas 10.18.22.pdf

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**From:** Jeremy Malone <[jeremy-malone@oppcos.com](mailto:jeremy-malone@oppcos.com)>  
**Sent:** Tuesday, October 18, 2022 4:44 PM  
**To:** Kathryn Goldman <[kgoldman@bellevueidaho.us](mailto:kgoldman@bellevueidaho.us)>; Martha Burke <[martha.burke@haileycityhall.org](mailto:martha.burke@haileycityhall.org)>; Lisa Horowitz <[lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org)>; [adyer@bellevueidaho.us](mailto:adyer@bellevueidaho.us); Dave Patrie <[dave@bma5b.com](mailto:dave@bma5b.com)>  
**Cc:** Mark Davidson <[mdavidson@bcrd.org](mailto:mdavidson@bcrd.org)>; Skip Oppenheimer <[skip-oppenheimer@oppcos.com](mailto:skip-oppenheimer@oppcos.com)>; Doug Oppenheimer <[doug-oppenheimer@oppcos.com](mailto:doug-oppenheimer@oppcos.com)>; Gary Slette <[gslette@rsidaholaw.com](mailto:gslette@rsidaholaw.com)>; [erobertson@rsidaholaw.com](mailto:erobertson@rsidaholaw.com)  
**Subject:** Wood River Community Ventures

Mayor Goldman, Mayor Burke, Lisa, Ashley and Dave,

We are very excited to move ahead with the Wood River Community Ventures project with both Hailey and Bellevue and look forward to continuing to work closely together in that process.

Included herein is the ACI line that we have been working on collaboratively with each city and BCRD. At this step in the process, we look forward to working together on more detail and public processes as we move into the annexation phase and beyond.

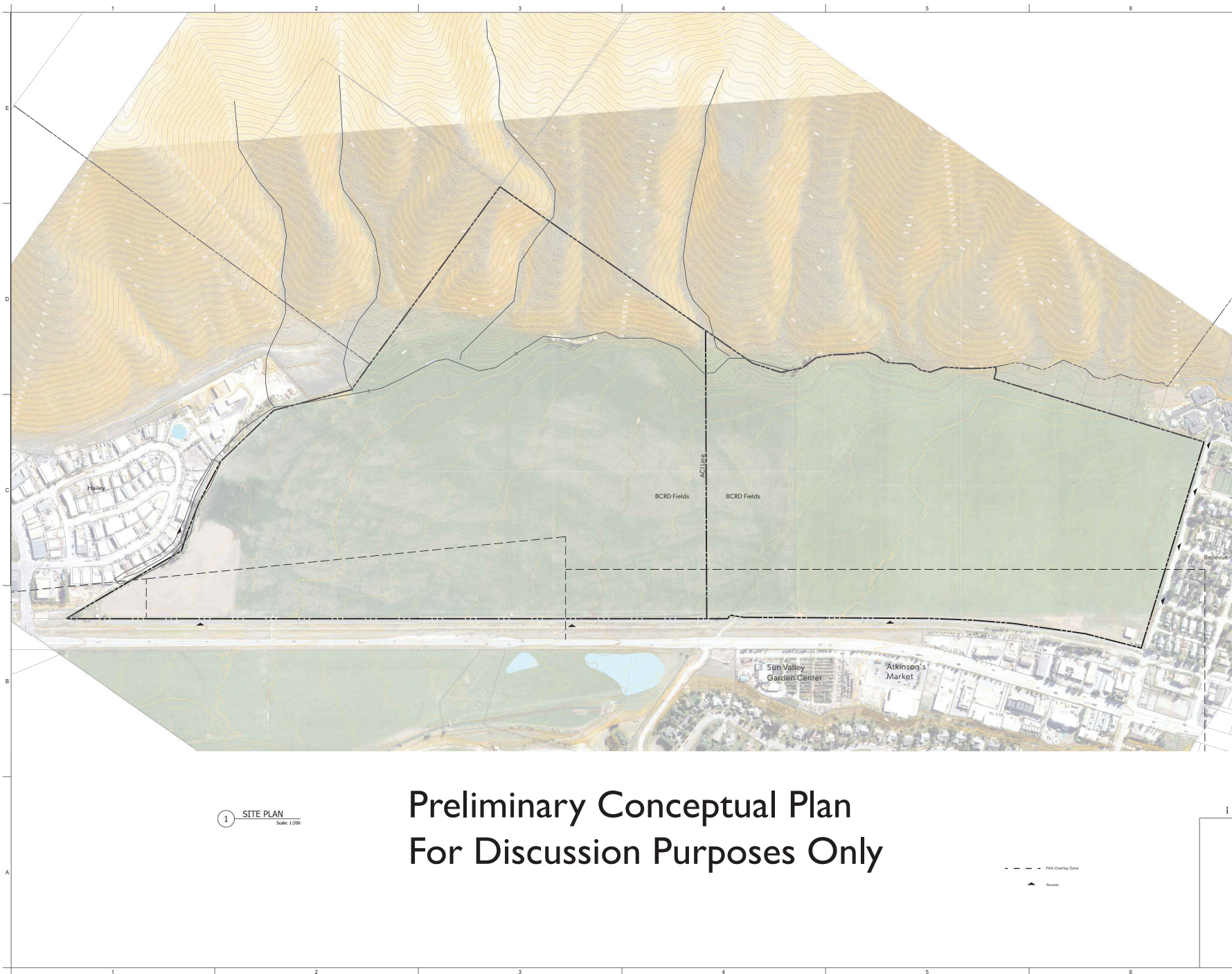
We are moving forward with the proposed ACI line based upon the City of Bellevue's representation that it will have adequate municipal facilities, including sewer and water service, and other resources available to serve the project at such time as the owner seeks annexation of its property lying south of the ACI line.

Thanks for all of the continued efforts on this important project.

Jeremy

Jeremy Malone, RPA  
Vice President  
Oppenheimer Development Corporation  
877 W. Main Street, Suite 700  
Boise, Idaho 83702  
208.343.4883 (o)  
208.890.8444 (c)





1 SITE PLAN  
Scale: 1/200

# Preliminary Conceptual Plan For Discussion Purposes Only

--- FRA Overlay Zone  
▲ Access

**GGLO**

1301 First Avenue, Suite 301  
Seattle, WA 98101  
<http://www.gglo.com>

PROJECT:  
**WOOD RIVER  
COMMUNITY VENTURES**

PROJECT ADDRESS:  
IDAHO

OWNER:  
OPPENHEIMER

△		
△		
△		
MARK	DATE	DESCRIPTION
REVISIONS		

A	Pick here with DDATE control	
MARK	DATE	DESCRIPTION
ISSUE INFORMATION		

PROJECT NO. **2021089.0**  
GLO PRINCIPAL IN CHARGE:  
GLO PROJECT MANAGER:  
OWNER APPROVAL:

SHEET TITLE

SHEET NO.

GGLO PROJECT 2021.01.01 11:00 AM  
GGLO PROJECT 2021.01.01 11:00 AM

**Return to Agenda**



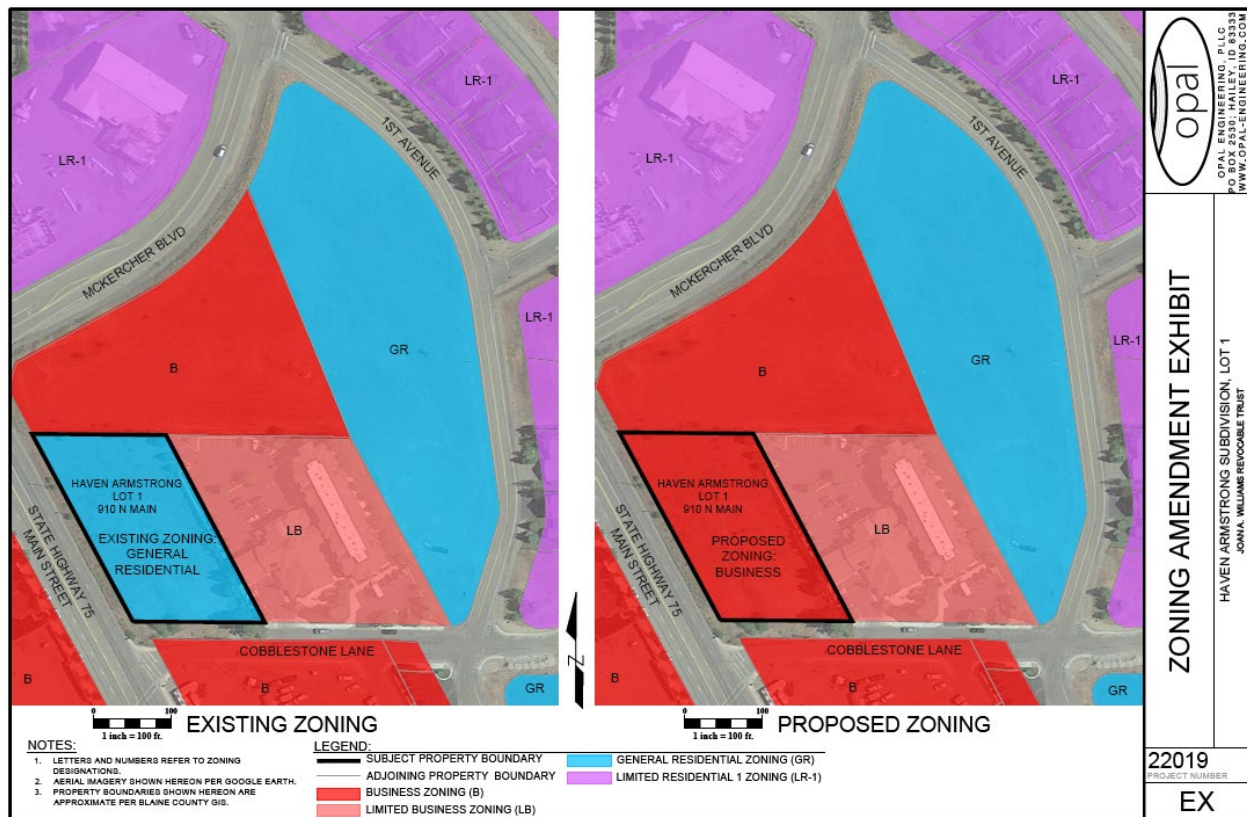
## AGENDA ITEM SUMMARY

**DATE:** 10/24/2022      **DEPARTMENT:** Community Development      **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to approve the Findings of Fact, Conclusions of Law, and Decision for 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).

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code Title 16  
(IF APPLICABLE)

**BACKGROUND:** The Applicant requested 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 Council conducted a public hearing on October 11, 2022. The Council approved the Rezone Application, which included 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):



An more detailed analysis can be found in the attached Findings of Fact, Conclusions of Law, and Decision.

### FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # \_\_\_\_\_

Budget Line Item # \_\_\_\_\_

Estimated Hours Spent to Date: \_\_\_\_\_

Staff Contact: Robyn Davis

YTD Line-Item Balance \$ \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

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:** Motion to approve the Findings of Fact, Conclusions of Law, and Decision for 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).

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:** Motion to approve the Findings of Fact, Conclusions of Law, and Decision for 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).

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

Copies (all info.):      Copies

Instrument # \_\_\_\_\_



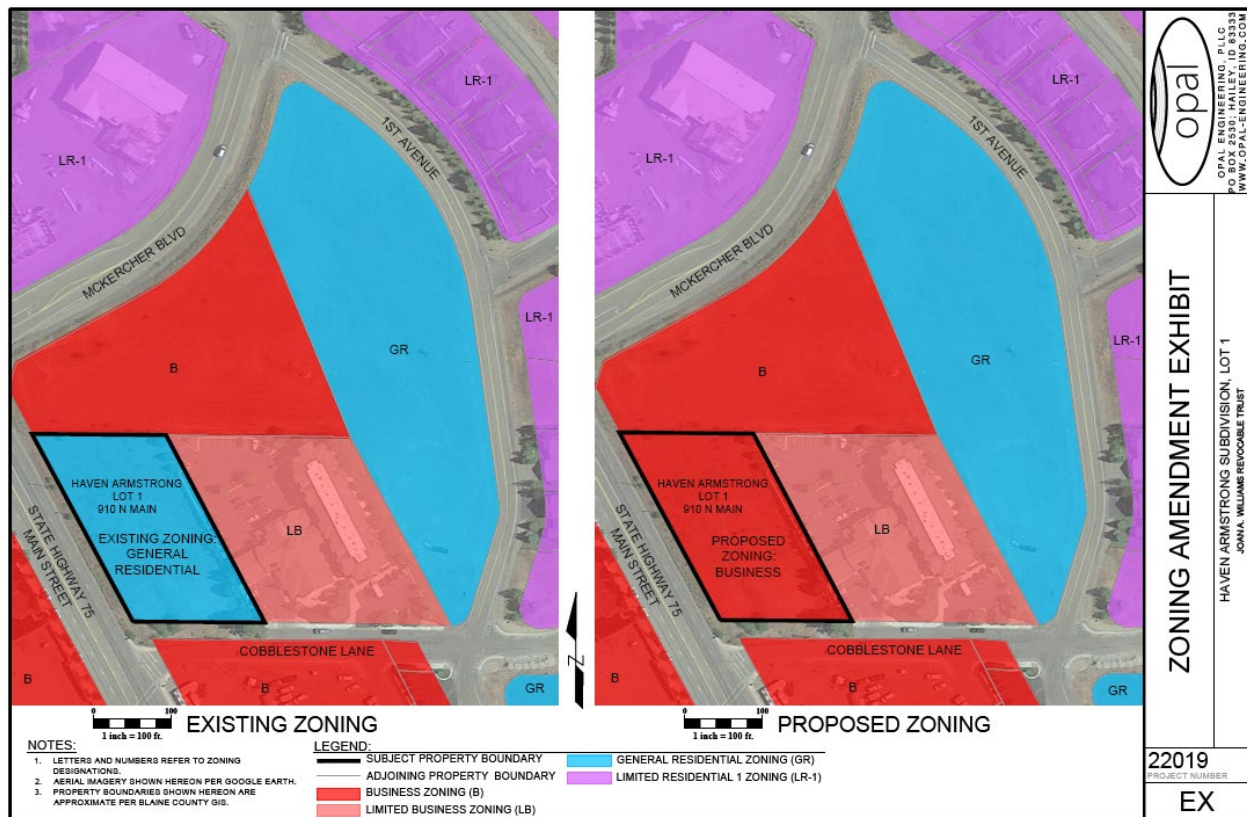
## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On October 11, 2022, the Hailey City Council considered and approved 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 Downtown Residential Overlay (DRO).

### FINDINGS OF FACT

**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 requested 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 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, 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 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 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) except for 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 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:

Address/Parcel/Use		Existing Zone District	Proposed Zone District
<b>910 North Main Street (Hailey FR SESW TL 7589 SEC 4 2N 18E)</b>		<b>GR/DRO</b>	<b>B/DRO</b>
Setbacks	Minimum front yard setback (feet)	20	0 <sup>7</sup>

	Minimum side yard setback (feet)	8 <sup>7, 19, 20, 24</sup>	0 <sup>7, 19, 20</sup>
	Minimum rear yard setback (feet)	10 <sup>7, 19, 20</sup>	0 <sup>7, 19, 20</sup>
Height	Maximum building Height	35'	35'
Notes	7.	Townhouse unit shall be allowed 0 setbacks from the lot lines created by a townhouse subplot and the separation of the building containing townhouse units in a townhouse development parcel shall be not less than 6 feet as measured between any wall or any projection of a building, including, but not limited to, eaves, cornices, canopies, or other similar roof overhang features, pergolas, chimney chases, bay windows, decks, steps, wainscot, and utility meters; or the minimum distance required by the IBC and IFC, whichever is greater.	
	19.	See also subsections <a href="#">17.07.010</a> F and G of this title.	
	20.	See also subsections <a href="#">17.07.010</a> 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 Council 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 approved the application to rezone the subject parcel.

**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 Council 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.

Intersection	Level of Service					
	Existing (2020)		Future (2025)		Future (2030)	
	BG	PP	BG	PP	BG	PP
1 McKercher Boulevard / Main Street (ID-75)	A	A	B	B	B	B
2 1st Avenue / McKercher Boulevard	a	a	a	a	a	a
3 Winterberry Loop / Access 4 / 1st Avenue	a	a	a	a	a	a
4 Cobblestone Lane / 1st Avenue	a	a	a	a	a	a
5 Cobblestone Lane / Main Street (ID-75)	d	d	e	e	e	f
6 Access 1 / Main Street (ID-75)	-	a	-	a	-	a
7 Access 2 / McKercher Boulevard	-	a	-	a	-	a
8 Access 3 / McKercher Boulevard	-	a	-	a	-	a
9 Access 5 / 1st Avenue	-	a	-	a	-	a
10 Access 6 / Cobblestone Lane	-	a	-	a	-	a
1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter) 2. BG = Background (without project traffic), PP = Plus Project (with project traffic) Source: Hales Engineering, December 2020						

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. The Council further found that this standard 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 Council found that this standard has been met.

**4) The proposed amendment will promote the public health, safety, and general welfare.**

The Council 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 Council found that this standard has been met.

**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 rezone, while a longer distance from the central core overlay district boundary will not favor a rezone. (Ord. 1191, 2015).**

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”.

The Council found that this standard has been met and given the information provided, the Council approved 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.

**PASSED 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

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 10/24/2022 **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 October 11, 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.

**BACKGROUND:**

Draft minutes prepared.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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

**FOLLOW UP NOTES:**

**MINUTES OF THE MEETING OF THE  
HAILEY CITY COUNCIL  
HELD OCTOBER 11, 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.

Call to order by Mayor Burke [5:30:09 PM](#)

[5:30:42 PM](#) **Motion to amenda agenda made by Linnet CA 344, seconded by Martinez. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

**Open Session for Public Comments:**

[5:31:20 PM](#) no comments

**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**.....
- [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**.....~~
- [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**.....~~
- [\\*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. 12<sup>th</sup> closing **ACTION ITEM**..~~
- [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** .....
- [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** .....
- [CA 333](#) Motion to approve Resolution 2022-090 declaring surplus property and allowing proper disposal or sale of it **ACTION ITEM** .....
- [CA 334](#) Motion to approve Summary of Ordinance No. 1307, ebikes amendment **ACTION ITEM** .....
- [CA 335](#) Motion to approve minutes of September 26, 2022 and to suspend reading of them **ACTION ITEM** .....
- [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** .....

Simms pulled CA 330 and CA 344

HAILEY CITY COUNCIL MINUTES  
October 11, 2022

Thea pulled CA 329

[5:32:11 PM](#) Martinez moved to approve all consent agenda items minus CA 329, CA 330 and CA 344, seconded by Linnet. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

CA 329 Thea \$4,000 in the contract, should it be 5,000? Horowitz, confirms, and will correct it.

[5:32:59 PM](#) Thea moves to approve CA 329 with correction, Martinez seconds. Motion passed with roll call vote, Thea, yes. Linnet, yes. Husbands, yes. Martinez, yes.

CA 330 - [5:33:15 PM](#) Simms, corrects typo in AIS Memorandum of Understanding and let council know we have the \$44,000 payment.

[5:33:41 PM](#) Thea moves to approve CA 330 as amended, Husbands seconds. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

CA 344 – Simms conservation easement, today received baseline conditions study, asked for signature, closing date moved, CA in future meeting after all have had to review the new document. Moving forward as presented but have new document, haven't had time to review.

[5:35:18 PM](#) Horowitz, looking at Oct 25<sup>th</sup> for the closing date now.

[5:36:35 PM](#) Thea moves to approve CA 344 as presented, Husbands seconds. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, yes.

### **MAYOR'S REMARKS:**

[5:37:04 PM](#) thanks to the Trailing of the Sheep event producers, great weekend, people from all over.

### **PROCLAMATIONS AND PRESENTATIONS:**

PP 337 Update from "Light the Liberty (Claudia McCain and JD McDonnell documents) (no

[5:37:51 PM](#) Thanks to mayor and city council for letter of support, Claudia McCain President of the Board, and JD McDonald (Executive Director) are presenting. Talk about fund raising campaign, started campaign in March 2022, \$715,000, short \$985,000, target is \$1.7 million is goal, \$1.2 for building repairs, \$500,000 endowment, have 80 days to raise the rest of the funds, anyone that has interest, reach out by phone or email, running out of time, implores McDonald. We are fully available, reach out to us. McCain, [5:40:10 PM](#) lots of changes, culture opportunities, keeping our culture alive for our valley. Hope that the city can be an ambassador for the Theatre. [5:41:17 PM](#) McDonald hands out the recent letter that he is sending out. [5:41:44 PM](#) McCain reads from a letter.



Any questions? [5:43:06 PM](#) Thea, if goal not met? McCain, building goes back to SVMA, not sure what they would do with the building.

[5:44:26 PM](#) Mayor Burke, sad news, hope we can rally troops.

*PP 338 Presentation from Joe Minnocozi of Urbna3 on behalf of the Wood River Land Trust regarding regional economic analysis and growth scenario planning (no documents)*

[5:44:44 PM](#) Keri York with WRLT, Urban3, represented by Joe Minnocozi of North Carolina. Hired organizations to help economics of community design. York introduces Joe Minnocozi. York states that Joe's presentation can be available on the WRLT's website tomorrow. Minnocozi, from ? works for real estate development company, to convert buildings for housing. [5:49:10 PM](#) city 2.2 billion, county 8.8 billion economy. Land production, talks about restoring JC Penney building changing value from \$300,000 worth to \$11,000,000. [5:52:35 PM](#) total taxable value by acre is shown, red is higher values, gray is non taxable. Discussion about over state tax levy cap at 3% and price of Asphalt increased 29%. [5:57:06 PM](#) discussion of building valuations through our city and others. Need to have an honest conversation about using your land, adding a 3<sup>rd</sup> story makes a big difference in valuation. [6:00:03 PM](#) recommend 1:6 ratio, our downtown is 1: 1.8. Downtown is your golden goose but you have to feed it. [6:01:27 PM](#) use these models, find the red and purple spikes, dig down and replicate what is doing well.. [6:03:00 PM](#) employment, Ketchum imports most people, hailey pretty balanced, Bellevue needs to create more jobs. Share this with your citizens, use the 3 d models, will give this information to your staff and have fun with it. [6:06:23 PM](#) map your revenue, map your costs too. Net the costs/revenue per acre.

[6:08:27 PM](#) Linnet, WRLT will let us know when this is posted on their website. Linnet, Joe, not a fan of parking? Minnocozi responds. City Builds parking structures, developers don't have to provide it, win/win solution. More conversation about parking and retail businesses. Thea asks, apartment building, [6:13:28 PM](#) where do people park?

[6:16:34 PM](#) York, we can arrange another Q&A session if needed with Joe.

### **PUBLIC HEARINGS:**

*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*

[6:17:05 PM](#) Samantha Stahlnecker with Opal Engineering is here to represent applicant. This rezone was pulled a couple of months ago, for technicality, now presenting a rezone, 910 N. Main, surrounded by property that has been going through development changes. Area in blue is subject property, surrounded by business and limited business, proposing Business. [6:19:48 PM](#) Goal with this rezone is to allow more density. There is a desire and need for more commercial space in hailey, this rezone would allow for the mixed use of the property. Stahlnecker reviews

rezone to Comprehensive plan. Businesses to west and south of the property confirms that it is compatible with other uses in area.

[6:25:12 PM](#) Public comments: there are none.

Council deliberation.

[6:25:42 PM](#) Thea, makes sense to her. Linnet agrees with Thea, doesn't make sense to have GR on Main Street.

[6:26:27 PM](#) Husbands agrees with both Linnet and Thea, would like to also see mixed use, maybe not just offices.

[6:27:03 PM](#) Martinez, need for office space is real, agrees with other comments.

[6:28:25 PM](#) **Martinez makes motion to adopt Ordinance No. 1312, seconded by Thea, Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

[6:28:42 PM](#) **Mayor Burkes conducts 1<sup>st</sup> reading of Ordinance No. 1312, by title only.**

#### **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*

[6:30:04 PM](#) Mike Baledge speaks to council, began talking about this 2 years ago, done much research, working with use-fire equipment, would replace a 20 year old engine. Explanation letter in packet, happy to answer questions.

[6:31:34 PM](#) Thea, will take 5 years? Baledge, yes typical to lease for 5 years and then own it. Would comfortably use this engine for 15 years. We refurbished the 20 year old engine to expand its life.

[6:33:04 PM](#) Jamie Hoover, speaks, reserve engine, would be our front-line for City of hailey fire department. Hoover responds to question about 3 story building, yes it would be able.

[6:35:28 PM](#) **Thea moves to approve 2 resolutions 2022-092 and 2022-093 authorizing the Mayor to sign agreements for purchase of new fire department pumper truck and lease documents expected in the next few days, seconded by Martinez. [6:36:24 PM](#) motion, Simms, don't have lease agreement from bank yet, conditioned on staff review of document. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

*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*

[6:39:02 PM](#) Horowitz gives overview of this item, Mayor Burke has retracted her recommendation to fund program. This year, recommend, housing assistance policy, fund up to \$200,000 ebonds, subject to research and legal abilities of city regarding this type of investments.

Thea, thought we were discussing \$220,000. Horowitz responds. Mayor comments. [6:42:13 PM](#)

[6:43:14 PM](#) Husbands okay with the ebond and employee assistance funds. Would like to give more money to folks that live in Hailey.

[6:44:32 PM](#) Linnet moves to approve Resolution 2022-094, interim housing plan, seconded by Martinez. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

[6:45:48 PM](#) housing stipend, bring back report at end of year.

*OB 343 Consideration of Resolution 2022-\_\_\_\_, adopting 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*  
*C) Clarifying that Columbus day is recognized in Idaho as Indigenous Peoples' Day*

[6:47:39 PM](#) Martinez moves to approve Resolution 2022-095 personnel handbook amendments, Thea seconds. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

## **STAFF REPORTS:**

[6:48:35 PM](#) Baledge looking for 3 celebrity judges to vote for the Chili cookoff. Mayor Burke is offering to help.

[6:51:29 PM](#) Thea going to walking fellows meeting in Boise.

[6:51:19 PM](#) Martinez moves to adjourn, seconded by Linnet, motion passed unanimously.

**Return to Agenda**

## AGENDA ITEM SUMMARY

**DATE:**10/24/2022      **DEPARTMENT:** Finance & Records      **DEPT. HEAD SIGNATURE:** MHC

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**SUBJECT**

Council Ratification of Claims costs incurred during the month of September 2022.

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**AUTHORITY:**   ☐ ID Code 50-1017      ☐ IAR \_\_\_\_\_      ☐ City Ordinance/Code \_\_\_\_\_

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**BACKGROUND:**

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

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

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**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.

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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Review report's, ask questions about expenses and procedures, ratify claims for payment.

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**FOLLOW UP NOTES:**

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Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
215 ARNOLD MACHINERY COMPANY											
PX100	1	PX1000262-1 O-RING, WASER, SEALING KIT RET	Invoice	06/02/2022	06/27/2022	328.51-	328.51-	100-40-41405		622	1
Total 215 ARNOLD MACHINERY COMPANY :						328.51-	328.51-				
50333 CATERPILLAR FINANCIAL SERVICES CORP											
001-70	1	32856941 CAT LEASE PAYMENT 001-70039549 TR	Invoice	09/27/2022	10/17/2022	55,924.82	55,924.82	100-40-41775		1322	1
Total 50333 CATERPILLAR FINANCIAL SERVICES CORP:						55,924.82	55,924.82				
8606 HRA VEBA TRUST											
SEMIA	1	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	2,083.33	2,083.33	100-15-41126		1022	1
SEMIA	2	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	2,083.33	2,083.33	200-15-41126		1022	1
SEMIA	3	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	2,083.34	2,083.34	210-15-41126		1022	1
SEMIA	4	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	5,000.00	5,000.00	100-20-41126		1022	1
SEMIA	5	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	5,000.00	5,000.00	100-55-41126		1022	1
SEMIA	6	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	12,500.00	12,500.00	100-25-41126		1022	1
SEMIA	7	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	8,750.00	8,750.00	100-45-41126		1022	1
SEMIA	8	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	1,666.66	1,666.66	100-42-41126		1022	1
SEMIA	9	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	1,666.67	1,666.67	200-42-41126		1022	1
SEMIA	10	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	1,666.67	1,666.67	210-42-41126		1022	1
SEMIA	11	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	1,875.00	1,875.00	100-50-41126		1022	1
SEMIA	12	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	6,875.00	6,875.00	100-40-41126		1022	1
SEMIA	13	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	6,250.00	6,250.00	200-60-41126		1022	1
SEMIA	14	SEMIANNUAL OCT 2022	Invoice	10/07/2022	10/17/2022	6,250.00	6,250.00	210-70-41126		1022	1
Total 8606 HRA VEBA TRUST:						63,750.00	63,750.00				
849 IDAHO STATE TAX COMMISSION											
Q3 07/	1	Q3 2022 Sales Tax	Invoice	10/17/2022	10/17/2022	319.78	319.78	100-00-20317		1322	1
Total 849 IDAHO STATE TAX COMMISSION :						319.78	319.78				
Total :						119,666.09	119,666.09				
Grand Totals:						119,666.09	119,666.09				

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-20317	319.78	.00	319.78
100-15-41126	2,083.33	.00	2,083.33
100-20-41126	5,000.00	.00	5,000.00
100-25-41126	12,500.00	.00	12,500.00
100-40-41126	6,875.00	.00	6,875.00
100-40-41405	.00	328.51-	328.51-
100-40-41775	55,924.82	.00	55,924.82
100-42-41126	1,666.66	.00	1,666.66
100-45-41126	8,750.00	.00	8,750.00
100-50-41126	1,875.00	.00	1,875.00
100-55-41126	5,000.00	.00	5,000.00
200-15-41126	2,083.33	.00	2,083.33
200-42-41126	1,666.67	.00	1,666.67
200-60-41126	6,250.00	.00	6,250.00
210-15-41126	2,083.34	.00	2,083.34
210-42-41126	1,666.67	.00	1,666.67
210-70-41126	6,250.00	.00	6,250.00
Grand Totals:	119,994.60	328.51-	119,666.09

## Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
13/22	56,244.60	.00	56,244.60
10/22	63,750.00	.00	63,750.00
Grand Totals:	119,994.60	328.51-	119,666.09

**Return to Agenda**

## AGENDA ITEM SUMMARY

**DATE 10/24/2022**

**DEPARTMENT:** Finance & Records

**DEPT. HEAD SIGNATURE:** MHC

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### SUBJECT

Council Approval of Claims costs incurred during the month of September 2022 that are set to be paid by contract for October 2022.

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**AUTHORITY:** ☐ ID Code 50-1017      ☐ IAR \_\_\_\_\_      ☐ City Ordinance/Code \_\_\_\_\_

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### BACKGROUND:

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

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

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### 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.

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### ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

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### RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

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### FOLLOW UP NOTES:

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## Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
10/06/2022	CDPT		0	AFLAC	1	-425.47
10/06/2022	CDPT		0	DELTA DENTAL PLAN OF I	2	-600.62
10/06/2022	CDPT		0	REGENCE BLUE SHIELD	3	-3,056.16
10/06/2022	CDPT		0	NCPERS GROUP LIFE INS	6	-120.00
10/06/2022	CDPT	10/12/2022	101298	PERSI	7	-35,555.11
10/06/2022	CDPT	10/12/2022	101297	MOUNTAIN WEST BANK	8	-35,403.07
10/06/2022	CDPT		0	IDAHO STATE TAX COMMI	9	-4,614.00
10/06/2022	CDPT	10/12/2022	101296	A.W. REHN & ASSOCIATE	21	-1,061.08
10/06/2022	CDPT		0	VSP	26	-102.23
10/06/2022	CDPT	10/12/2022	53884	CHILD SUPPORT RECEIP	36	-436.94
10/06/2022	CDPT	10/12/2022	53885	IDAHO STATE TAX COMMI	38	-481.55
10/06/2022	PC	10/13/2022	101222	ARNOLD, JANA D.	8206	-22.02
10/06/2022	PC	10/13/2022	101223	CARRILLO-SALAS, DALIA	8209	-1,222.98
10/06/2022	PC	10/13/2022	101224	CONE, MARY M HILL	8009	-1,652.72
10/06/2022	PC	10/13/2022	101225	HOROWITZ, LISA	8049	-2,858.98
10/06/2022	PC	10/13/2022	101226	POMERLEAU, JENNIFER	8207	-1,335.18
10/06/2022	PC	10/13/2022	101227	STOKES, BECKY	8013	-2,072.45
10/06/2022	PC	10/13/2022	101228	TRAN, TUYEN	8205	-1,205.35
10/06/2022	PC	10/13/2022	101229	VIDAILLET, DENISE MARIA	8216	-67.87
10/06/2022	PC	10/13/2022	101230	DAVIS, ROBYN K	8060	-1,582.62
10/06/2022	PC	10/13/2022	101231	NIED, PAIGE CULLINAN	8112	-1,646.02
10/06/2022	PC	10/13/2022	101232	OSBORN, CECELIA M	8221	-1,666.00
10/06/2022	PC	10/13/2022	101233	PARKER, JESSICA L	8111	-1,645.10
10/06/2022	PC	10/13/2022	101234	BALEDGE, MICHAEL S	9054	-2,306.74
10/06/2022	PC	10/13/2022	101235	DITMORE, KEVIN D	9145	-1,725.82
10/06/2022	PC	10/13/2022	101236	ERVIN, CHRISTIAN C	8185	-1,594.06
10/06/2022	PC	10/13/2022	101237	HOOVER, JAMES THOMA	9047	-2,112.69
10/06/2022	PC	10/13/2022	101238	MAYNE, EARL JAMES	9124	-15.70
10/06/2022	PC	10/13/2022	101239	PALLAS, MARTIN L	9111	-490.25
10/06/2022	PC	10/13/2022	101240	STOCKING, WINDI G	9023	-731.73
10/06/2022	PC	10/13/2022	101241	VINCENT, BRIAN A	9113	-213.33
10/06/2022	PC	10/13/2022	101242	YEAGER, KAITLYN R	9117	-92.35
10/06/2022	PC	10/13/2022	101243	BURKE, MARTHA E	8074	-1,891.12
10/06/2022	PC	10/13/2022	101244	HUSBANDS, HEIDI	8302	-251.90
10/06/2022	PC	10/13/2022	101245	LINNET, SAMUEL L	8300	-806.16
10/06/2022	PC	10/13/2022	101246	MARTINEZ, JUAN F	8301	-795.31
10/06/2022	PC	10/13/2022	101247	THEA, KAREN J	8106	-751.90
10/06/2022	PC	10/13/2022	101248	CROTTY, JOSHUA M	8283	-1,245.01
10/06/2022	PC	10/13/2022	101249	DABNEY, LEE A DONAHUE	1008078	-746.71
10/06/2022	PC	10/13/2022	101250	DeKLOTZ, ELISE	8200	-730.43
10/06/2022	PC	10/13/2022	101251	DREWIEN, LYNETTE M	1008271	-1,568.48
10/06/2022	PC	10/13/2022	101252	FLETCHER, KRISTIN M	8122	-1,412.00
10/06/2022	PC	10/13/2022	101253	GALVIN, EMILIE AURORA	8294	-99.73
10/06/2022	PC	10/13/2022	101254	GRIGSBY, MICHAL J	8114	-1,192.01
10/06/2022	PC	10/13/2022	101255	HARDING, CHARLOTTE E	8293	-280.52
10/06/2022	PC	10/13/2022	101256	MILLS, CAITLYN A	8061	-1,417.95
10/06/2022	PC	10/13/2022	101257	PRIMROSE, LAURA A	8102	-783.98
10/06/2022	PC	10/13/2022	101258	YTURRI, ERIN	8123	-1,454.66
10/06/2022	PC	10/13/2022	101259	LAPOINTE, JAMES M	8116	-1,341.63
10/06/2022	PC	10/13/2022	101260	THORNQUEST, SHELLIE	8550	-329.66
10/06/2022	PC	10/13/2022	101261	BALLIS, MORGAN RICHA	8213	-1,867.77
10/06/2022	PC	10/13/2022	101262	CERVANTES, GUSTAVO A	8215	-2,088.75
10/06/2022	PC	10/13/2022	101263	COX, CHARLES F	8161	-2,992.36
10/06/2022	PC	10/13/2022	101264	ENGLAND, STEVE J	8143	-2,543.64

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
10/06/2022	PC	10/13/2022	101265	LEOS, CHRISTINA M	8012	-1,901.36
10/06/2022	PC	10/13/2022	101266	LINDERMAN, JEREMIAH C	8163	-1,952.49
10/06/2022	PC	10/13/2022	101267	LUNA, JOSE	8145	-1,923.48
10/06/2022	PC	10/13/2022	101268	ORNELAS, MANUEL G	1008180	-1,486.11
10/06/2022	PC	10/13/2022	101269	PECK, TODD D	8167	-2,841.45
10/06/2022	PC	10/13/2022	101270	RAGUSA, TIMOTHY BRUC	1008190	-2,025.26
10/06/2022	PC	10/13/2022	101271	WALLACE, SHAWNA R	8108	-2,100.26
10/06/2022	PC	10/13/2022	101272	ARELLANO, NANCY	8005	-1,371.10
10/06/2022	PC	10/13/2022	101273	MARES, MARIA C	8251	-1,249.80
10/06/2022	PC	10/13/2022	101274	WILLIAMS, EMILY ANNE	8023	-1,664.57
10/06/2022	PC	10/13/2022	101275	YEAGER, BRIAN D	8107	-2,126.21
10/06/2022	PC	10/13/2022	101276	DOMKE, RODNEY F	8097	-1,516.33
10/06/2022	PC	10/13/2022	101277	JOHNSTON, JAIMEY P	8243	-1,817.70
10/06/2022	PC	10/13/2022	101278	KRECZKOWSKI, JOHN PA	8105	-204.46
10/06/2022	PC	10/13/2022	101279	NEUFELD, MICHAEL S	8227	-1,211.01
10/06/2022	PC	10/13/2022	101280	SAVAGE, JAMES L	8204	-2,159.33
10/06/2022	PC	10/13/2022	101281	SCHWARZ, STEPHEN K	8226	-2,352.49
10/06/2022	PC	10/13/2022	101282	WEST III, KINGSTON R	8234	-1,690.06
10/06/2022	PC	10/13/2022	101283	AMBRIZ, JOSE L	7023	-2,076.05
10/06/2022	PC	10/13/2022	101284	ELLSWORTH, BRYSON D	8285	-2,289.85
10/06/2022	PC	10/13/2022	101285	HOLYOAK, STEVEN R	8036	-1,853.28
10/06/2022	PC	10/13/2022	101286	PARKER, MICHAEL J	8506	-1,392.06
10/06/2022	PC	10/13/2022	101287	RACE, MICHAEL DENNIS	8070	-572.43
10/06/2022	PC	10/13/2022	101288	SHOTSWELL, DAVE O	7044	-1,769.29
10/06/2022	PC	10/13/2022	101289	VAUGHN, TYREL KINCADE	7050	-691.32
10/06/2022	PC	10/13/2022	101290	BALDWIN, MERRITT JAME	8286	-1,484.43
10/06/2022	PC	10/13/2022	101291	BALIS, MARVIN C	8225	-1,886.96
10/06/2022	PC	10/13/2022	101292	GARRISON, SHANE	1008048	-1,375.99
10/06/2022	PC	10/13/2022	101293	HOLTZEN, KURTIS L	8072	-971.23
10/06/2022	PC	10/13/2022	101294	PETERSON, TRAVIS T	8121	-1,119.87
10/06/2022	PC	10/13/2022	101295	VINCENT, BRIAN A	1008071	-1,385.22
Grand Totals:						-185,169.32



Includes all check types  
Includes unprinted checks

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Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4409 A.W. REHN & ASSOCIATES											
10956	1	September 2022 - FSA Admin Fee	Invoice	10/05/2022	10/24/2022	33.33	33.33	100-15-41215		1322	1
10956	2	September 2022 - FSA Admin Fee	Invoice	10/05/2022	10/24/2022	33.33	33.33	200-15-41215		1322	1
10956	3	September 2022 - FSA Admin Fee	Invoice	10/05/2022	10/24/2022	33.34	33.34	210-15-41215		1322	1
Total 4409 A.W. REHN & ASSOCIATES:						100.00	100.00				
1115 ADA COMMUNITY LIBRARY											
202135	1	Inv 202135 OverDrive Cost-share Electronic Magazin	Invoice	10/17/2022	10/24/2022	1,250.00	1,250.00	100-45-41325		1022	1
202135	2	Inv 202135 OverDrive Cost-share Electronic Books	Invoice	10/17/2022	10/24/2022	600.00	600.00	100-45-41325		1022	1
Total 1115 ADA COMMUNITY LIBRARY:						1,850.00	1,850.00				
652 AIRPORT WEST BUSINESS PARK											
1212	1	1212 QUARTERLY DUES	Invoice	10/01/2022	10/24/2022	806.19	806.19	100-40-41711		1022	1
Total 652 AIRPORT WEST BUSINESS PARK:						806.19	806.19				
176 ALLINGTON, RICK											
OCTOB	1	October - Attorney Fees	Invoice	10/01/2022	10/24/2022	4,018.75	4,018.75	100-25-41313		1022	1
Total 176 ALLINGTON, RICK:						4,018.75	4,018.75				
757 ALPINE TREE SERVICE INC.											
58077	1	58077 PRUNING TREE WORK AT THE MINT, MAIN	Invoice	09/29/2022	10/24/2022	1,100.00	1,100.00	100-50-41707		1322	1
58155	1	57532 REMOVE SPRUCE TREE - LITTLE RIVER P	Invoice	10/04/2022	10/24/2022	750.00	750.00	100-50-41707		1322	1
Total 757 ALPINE TREE SERVICE INC. :						1,850.00	1,850.00				
1913 AMAZON CAPITAL SERVICES											
11F3-R	1	TOURNIQUET POUCH FOR HPD NEW OFFICERS	Invoice	10/16/2022	10/24/2022	262.70	262.70	100-25-41703		1022	1
16CH-V	1	#16CH-VNWJ-F1HW HPD TACTICAL BOOTS	Invoice	09/23/2022	10/24/2022	69.99	69.99	100-25-41703		1322	1
1DWV-	1	#1DWV-VFXC-Q6N3 HPD DUTY TACTICAL BOOTS	Invoice	09/21/2022	10/24/2022	54.99	54.99	100-25-41703		1322	1
1FRN-	1	1FRN-W9H3-YXR9 ETHERNET CABLES/PENS	Invoice	10/07/2022	10/24/2022	23.18	23.18	100-15-41215		1022	1
1FRN-	2	1FRN-W9H3-YXR9 ETHERNET CABLES/PENS	Invoice	10/07/2022	10/24/2022	23.18	23.18	200-15-41215		1022	1
1FRN-	3	1FRN-W9H3-YXR9 ETHERNET CABLES/PENS	Invoice	10/07/2022	10/24/2022	23.18	23.18	210-15-41215		1022	1
1JMQ-	1	1JMQ-XVMG-111F TCW BLDG BISSEL BAGLESS V	Invoice	10/03/2022	10/24/2022	97.84	97.84	100-50-41718	22.50.0001.1	1322	1
1NFK-X	1	1NFK-XW1N-JH1K - projector lamp bulb replacement	Invoice	10/09/2022	10/24/2022	57.09	57.09	100-45-41539		1022	1
1PLW-L	1	Library Telehealth Grant - medical equipment	Invoice	10/09/2022	10/24/2022	259.32	259.32	100-45-41549	22.45.0006.1	1022	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
1RNQ-	1	#1RNQ-1H6W-R77P WINTER COATS/TATER/MIKE	Invoice	10/08/2022	10/24/2022	908.68	908.68	210-70-41703		1022	1
Total 1913 AMAZON CAPITAL SERVICES:						1,780.15	1,780.15				
5013 AMERICAN TOWER CORPORATION											
409904	1	DELLA MT TOWER RENTAL 10/01/2022 409904166	Invoice	10/01/2022	10/24/2022	282.08	282.08	100-42-41723		1022	1
409904	2	DELLA MT TOWER RENTAL 10/01/2022 409904166	Invoice	10/01/2022	10/24/2022	282.08	282.08	200-42-41723		1022	1
409904	3	DELLA MT TOWER RENTAL 10/01/2022 409904166	Invoice	10/01/2022	10/24/2022	282.08	282.08	210-42-41723		1022	1
409904	1	DELLA MT TOWER RENTAL 10/01/2022 409904167	Invoice	10/01/2022	10/24/2022	8.33	8.33	100-42-41723		1022	1
409904	2	DELLA MT TOWER RENTAL 10/01/2022 409904167	Invoice	10/01/2022	10/24/2022	8.33	8.33	200-42-41723		1022	1
409904	3	DELLA MT TOWER RENTAL 10/01/2022 409904167	Invoice	10/01/2022	10/24/2022	8.34	8.34	210-42-41723		1022	1
Total 5013 AMERICAN TOWER CORPORATION:						871.24	871.24				
602 ARAMARK WORK APPAREL											
249361	1	#24936150 RAIN COAT	Invoice	09/27/2022	10/24/2022	81.85	81.85	200-60-41703		1322	1
249361	2	#24936150 WORK SHIRTS LS	Invoice	09/27/2022	10/24/2022	19.98	19.98	200-60-41703		1322	1
249361	3	#24936150 SWEATSHIRTS	Invoice	09/27/2022	10/24/2022	129.95	129.95	200-60-41703		1322	1
249361	4	#24936150 FULL ZIP SWEATSHIRTS	Invoice	09/27/2022	10/24/2022	83.98	83.98	200-60-41703		1322	1
249361	5	#24936150 EMBROIDERY	Invoice	09/27/2022	10/24/2022	62.91	62.91	200-60-41703		1322	1
249361	6	#24936150 FEES	Invoice	09/27/2022	10/24/2022	3.50	3.50	200-60-41703		1322	1
Total 602 ARAMARK WORK APPAREL:						382.17	382.17				
215 ARNOLD MACHINERY COMPANY											
PX100	1	PX1000262-1 O-RING, WASER, SEALING KIT RET	Invoice	06/02/2022	06/27/2022	328.51-	328.51-	100-40-41405		622	1
Total 215 ARNOLD MACHINERY COMPANY :						328.51-	328.51-				
389 ASSOCIATION OF IDAHO CITIES											
YM200	1	2022 Registration Fee - Horowitz & Burke	Invoice	06/06/2022	10/24/2022	230.00	230.00	100-15-41711		1322	1
YM200	2	2022 Registration Fee - Horowitz & Burke	Invoice	06/06/2022	10/24/2022	230.00	230.00	200-15-41711		1322	1
YM200	3	2022 Registration Fee - Horowitz & Burke	Invoice	06/06/2022	10/24/2022	230.00	230.00	210-15-41711		1322	1
Total 389 ASSOCIATION OF IDAHO CITIES:						690.00	690.00				
6917 AT&T MOBILITY LLC											
287304	1	#FIRSTNET HPD 1-5 WIRELESS	Invoice	09/23/2022	10/24/2022	200.20	200.20	100-25-41417		1322	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 6917 AT&T MOBILITY LLC:						200.20	200.20				
<b>375 ATKINSON'S MARKET</b>											
000205	1	00020505270796 DRINK - EMPLOYEE DRINKING	Invoice	08/30/2022	10/24/2022	5.29	5.29	100-40-41403		1322	1
Total 375 ATKINSON'S MARKET:						5.29	5.29				
<b>2311 BANYAN TECHNOLOGY INC.</b>											
20955	1	#20955 SCADA SOFTWARE RENEWAL AGREEME	Invoice	09/23/2022	10/24/2022	900.00	900.00	200-60-41401		1322	1
Total 2311 BANYAN TECHNOLOGY INC. :						900.00	900.00				
<b>2885 BIG STATE INDUSTRIAL SUPPLY, I</b>											
149669	1	1496698 20'X40' TARP	Invoice	09/26/2022	10/24/2022	200.57	200.57	100-40-41405		1322	1
Total 2885 BIG STATE INDUSTRIAL SUPPLY, I:						200.57	200.57				
<b>6051 CENTURY LINK</b>											
612290	1	9814 260B long distance	Invoice	10/01/2022	10/24/2022	1.77	1.77	100-15-41713		1322	1
612290	2	9814 260B long distance	Invoice	10/01/2022	10/24/2022	1.77	1.77	200-15-41713		1322	1
612290	3	9814 260B long distance	Invoice	10/01/2022	10/24/2022	1.77	1.77	210-15-41713		1322	1
612290	4	9814 260B long distance	Invoice	10/01/2022	10/24/2022	1.77	1.77	100-25-41713		1322	1
612290	5	9814 260B long distance	Invoice	10/01/2022	10/24/2022	1.77	1.77	100-20-41713		1322	1
612290	6	9814 260B long distance- 33.33%	Invoice	10/01/2022	10/24/2022	.56	.56	100-42-41713		1322	1
612290	7	9814 260B long distance- 33.33%	Invoice	10/01/2022	10/24/2022	.56	.56	200-42-41713		1322	1
612290	8	9814 260B long distance- 33.33%	Invoice	10/01/2022	10/24/2022	.55	.55	210-42-41713		1322	1
612290	9	2211 125B LONG DIST- TREATMENT PLANT	Invoice	10/01/2022	10/24/2022	.89	.89	210-70-41713		1322	1
612290	10	2211 125B LONG DIST- Water Dept	Invoice	10/01/2022	10/24/2022	.89	.89	200-60-41713		1322	1
612290	11	3147 220B LONG DIST: FIRE DEPT	Invoice	10/01/2022	10/24/2022	1.77	1.77	100-55-41713		1322	1
612290	12	5965-737B LONG DIST- STREET SHOP	Invoice	10/01/2022	10/24/2022	1.89	1.89	100-40-41713		1322	1
Total 6051 CENTURY LINK:						15.96	15.96				
<b>5702 CINTAS</b>											
4129B1	1	4129B16624 UNIFORM SERVICES	Invoice	08/30/2022	10/24/2022	69.93	69.93	100-40-41215		1322	1
413047	1	4130474706 UNIFORM SERVICES	Invoice	09/06/2022	10/24/2022	69.93	69.93	100-40-41215		1322	1
413118	1	4131188686 UNIFORM SERVICES	Invoice	09/13/2022	10/24/2022	69.93	69.93	100-40-41215		1322	1
413189	1	4131895448 UNIFORM SERVICES	Invoice	09/20/2022	10/24/2022	89.72	89.72	100-40-41215		1322	1
413331	1	#4133313185 UNIFORM SERVICES WW	Invoice	10/04/2022	10/24/2022	182.07	182.07	210-70-41703		1022	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
413395	1	#4133958061 UNIFORM SERVICES WW	Invoice	10/11/2022	10/24/2022	182.07	182.07	210-70-41703		1022	1
512472	1	5124723321 FIRST AID REFILL	Invoice	09/15/2022	10/24/2022	59.64	59.64	100-40-41215		1322	1
Total 5702 CINTAS:						723.29	723.29				
644 CITY OF HAILEY PETTY CASH											
10/13/2	1	tablecloths for Town Center West - Tracy Simon gara	Invoice	10/20/2022	10/24/2022	15.00	15.00	100-45-41215		1022	1
Total 644 CITY OF HAILEY PETTY CASH:						15.00	15.00				
22457 CLEAR CREEK DISPOSAL, INC.											
UNDER	1	AGREED UPON UNDERPAYMENT	Invoice	10/14/2022	10/24/2022	12,191.62	12,191.62	100-00-20515		1322	1
Total 22457 CLEAR CREEK DISPOSAL, INC.:						12,191.62	12,191.62				
1124 COMPUTYPE, INC.											
684108	1	Inv 684108 Item Barcodes Qty14400	Invoice	10/14/2022	10/24/2022	1,218.74	1,218.74	100-45-41215		1022	1
Total 1124 COMPUTYPE, INC.:						1,218.74	1,218.74				
893 CONCRETE CONSTRUCTION SUPPLY											
S40369	1	S40369 URA RIVER ST. -TUFTILE 2' X 2'	Invoice	09/26/2022	10/24/2022	5,070.00	5,070.00	120-40-41549	10.15.0002.1	1322	1
Total 893 CONCRETE CONSTRUCTION SUPPLY:						5,070.00	5,070.00				
337 COPY & PRINT LLC											
124214	1	#124214 FLASH DRIVE FOR HPD VIDEO EVIDENC	Invoice	09/26/2022	10/24/2022	25.99	25.99	100-25-41211		1322	1
Total 337 COPY & PRINT LLC:						25.99	25.99				
972 COX COMMUNICATIONS											
10/01/2	1	001 2401 200477401 MAIN 33%	Invoice	10/01/2022	10/24/2022	25.20	25.20	100-42-41713		1322	1
10/01/2	2	001 2401 200477401 MAIN 33%	Invoice	10/01/2022	10/24/2022	25.20	25.20	200-42-41713		1322	1
10/01/2	3	001 2401 200477401 MAIN 33%	Invoice	10/01/2022	10/24/2022	25.20	25.20	210-42-41713		1322	1
10/01/2	4	001 2401 200477401 Library	Invoice	10/01/2022	10/24/2022	113.40	113.40	100-45-41713		1322	1
10/01/2	5	027815002 Library	Invoice	10/01/2022	10/24/2022	173.99	173.99	100-45-41713		1322	1
10/01/2	6	0205236602 STREET	Invoice	10/01/2022	10/24/2022	167.74	167.74	100-40-41713		1322	1
10/01/2	7	039605901 HPD	Invoice	10/01/2022	10/24/2022	232.99	232.99	100-25-41713		1322	1
10/01/2	8	035971201 WELCOME CTR	Invoice	10/01/2022	10/24/2022	79.00	79.00	100-10-41717		1322	1
10/01/2	9	205095301 HFD	Invoice	10/01/2022	10/24/2022	69.00	69.00	100-55-41717		1322	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
10/01/2	1	001 2401 200477401 MAIN 33%	Invoice	10/01/2022	10/24/2022	31.90	31.90	100-42-41713		1322	1
10/01/2	2	001 2401 200477401 MAIN 33%	Invoice	10/01/2022	10/24/2022	31.90	31.90	200-42-41713		1322	1
10/01/2	3	001 2401 200477401 MAIN 33%	Invoice	10/01/2022	10/24/2022	31.89	31.89	210-42-41713		1322	1
10/01/2	4	001 2401 200477401 Library	Invoice	10/01/2022	10/24/2022	95.69	95.69	100-45-41713		1322	1
10/01/2	5	0012401027815002 Library	Invoice	10/01/2022	10/24/2022	139.78	139.78	100-45-41713		1322	1
10/01/2	6	0205236602 STREET	Invoice	10/01/2022	10/24/2022	118.93	118.93	100-40-41713		1322	1
10/01/2	7	039605901 HPD	Invoice	10/01/2022	10/24/2022	235.12	235.12	100-25-41713		1322	1
10/01/2	8	035971201 WELCOME CTR	Invoice	10/01/2022	10/24/2022	80.18	80.18	100-10-41717		1322	1
10/01/2	9	205095301 HFD	Invoice	10/01/2022	10/24/2022	70.18	70.18	100-55-41717		1322	1
Total 972 COX COMMUNICATIONS:						1,747.29	1,747.29				
663 D&B SUPPLY											
65612	1	3106171 WORKWEAR - WEST	Invoice	09/21/2022	10/24/2022	59.99	59.99	100-40-41703		1322	1
93691	1	93691 9/2/22 JOHNSTON WORK BOOTS	Invoice	09/02/2022	10/24/2022	179.99	179.99	100-40-41703		1322	1
98864	1	98864 9/24/22 SAVAGE WORK BOOTS	Invoice	09/24/2022	10/24/2022	179.99	179.99	100-50-41703		1322	1
Total 663 D&B SUPPLY :						419.97	419.97				
50523 DRAPER, KAY AND SCOTT											
260 6T	1	CREDIT REFUND - 260 6TH AVE N	Invoice	10/12/2022	10/24/2022	68.70	68.70	100-00-15110		1022	1
Total 50523 DRAPER, KAY AND SCOTT:						68.70	68.70				
5925 DREWIEN, LYN											
22TRA	1	Design Institute Travel - Car Rental	Invoice	09/28/2022	10/24/2022	234.44	234.44	100-45-41724		1322	1
22TRA	2	Design Institute Travel - Car Rental fuel	Invoice	09/28/2022	10/24/2022	47.01	47.01	100-45-41724		1322	1
22TRA	3	Design Institute Travel - Car Rental fuel	Invoice	09/28/2022	10/24/2022	42.00	42.00	100-45-41724		1322	1
22TRA	4	Design Institute Travel - Room VRBO	Invoice	09/28/2022	10/24/2022	327.59	327.59	100-45-41724		1322	1
Total 5925 DREWIEN, LYN:						651.04	651.04				
8583 D-SWANER WELDING, INC											
19622	1	19622 FABRICATE 3" BOLLARD LABOR, MATERIAL	Invoice	09/21/2022	10/24/2022	271.50	271.50	100-40-41403		1322	1
19649	1	19649 SNOW SCOOP - CNC NEW PLATES, LABOR	Invoice	09/27/2022	10/24/2022	1,451.93	1,451.93	100-40-41405		1322	1
Total 8583 D-SWANER WELDING, INC:						1,723.43	1,723.43				
4928 ENGLAND, STEVE											
22TRA	1	ENGLAND VEHICLE MILAGE - FBI CLASS	Invoice	09/06/2022	10/24/2022	303.75	303.75	100-25-41724		1022	1



Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
22TRA	2	ENGLAND PER DIEM - FBI CLASS	Invoice	09/06/2022	10/24/2022	241.50	241.50	100-25-41724		1022	1
Total 4928 ENGLAND, STEVE:						545.25	545.25				
2229 ESTRADA, JUAN D.											
10/17/2	1	HAHPC MURALIST DEPOSIT - HOP PORTER PAR	Invoice	10/17/2022	10/24/2022	2,400.00	2,400.00	100-20-41709		1022	1
MURAL	1	HAHPC MURALIST DEPOSIT - HOP PORTER PAR	Invoice	09/19/2022	09/26/2022	1,400.00	1,400.00	100-20-41709		922	1
MURAL		Chk No: 54095 (1)	Calculated	09/23/2022			1,400.00-	1000020301		922	1
MURAL		Chk No: 54095 (1)	Calculated	10/19/2022			1,400.00	1000020301		922	1
OWL M	1	HAHPC CLEAR COAT OF OWL MURAL	Invoice	10/05/2022	10/24/2022	233.34	233.34	100-42-41413		1022	1
OWL M	2	HAHPC CLEAR COAT OF HAILEY MURAL - MAINT	Invoice	10/05/2022	10/24/2022	233.33	233.33	200-42-41413		1022	1
OWL M	3	HAHPC CLEAR COAT OF HAILEY MURAL - MAINT	Invoice	10/05/2022	10/24/2022	233.33	233.33	210-42-41413		1022	1
Total 2229 ESTRADA, JUAN D.:						4,500.00	4,500.00				
2922 FAIRWAY LAWNS LLC											
09/30/2	1	Account 12615 Building Mainteneace	Invoice	09/30/2022	10/24/2022	175.00	175.00	100-55-41413		1322	1
Total 2922 FAIRWAY LAWNS LLC:						175.00	175.00				
171 FERGUSON WATERWORKS #1701											
083463	1	#0834630 SHUTTLE VALVE FOR NORTHRIDGE CO	Invoice	09/28/2022	10/24/2022	540.46	540.46	200-60-41401		1322	1
Total 171 FERGUSON WATERWORKS #1701:						540.46	540.46				
1584 FIRST BANKCARD - BALEDGE											
114-38	1	Amazon order # 4414633 tools by craftsman	Invoice	09/15/2022	10/24/2022	1,429.99	1,429.99	100-55-41523		1322	1
114-83	1	Amazon order # 0938604 vise grips for tools	Invoice	09/15/2022	10/24/2022	37.64	37.64	100-55-41523		1322	1
236545	1	Smart Food Service for department bbq See reciept a	Invoice	09/02/2022	10/24/2022	177.59	177.59	100-55-41215		1322	1
262131	1	Jones and Bartlett books for EMT class	Invoice	09/15/2022	10/24/2022	1,323.55	1,323.55	100-55-41217		1322	1
348984	1	Supply cache Wood shovel handle inv# 348984	Invoice	09/13/2022	10/24/2022	40.34	40.34	100-55-41405		1322	1
595744	1	Forestry suppliers wildland tools	Invoice	09/13/2022	10/24/2022	170.50	170.50	100-55-41523		1322	1
956159	1	Northern Tool Supply order# 95615977	Invoice	09/14/2022	10/24/2022	2,332.18	2,332.18	100-55-41405		1322	1
VP_38	1	Vista Print, calendar office supplies	Invoice	09/13/2022	10/24/2022	149.45	149.45	100-55-41211		1322	1
VP_N7	1	Vista Print Banner for advertising 9/8/2022	Invoice	09/02/2022	10/24/2022	105.24	105.24	100-55-41319		1322	1
Total 1584 FIRST BANKCARD - BALEDGE:						5,766.48	5,766.48				
5372 FIRST BANKCARD - CONE											
230467	1	GODADDY WEBSITE SECURITY REN	Invoice	08/30/2022	10/24/2022	166.66	166.66	100-15-41515		1322	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
230467	2	GODADDY WEBSITE SECURITY REN	Invoice	08/30/2022	10/24/2022	166.66	166.66	200-15-41515		1322	1
230467	3	GODADDY WEBSITE SECURITY REN	Invoice	08/30/2022	10/24/2022	166.66	166.66	210-15-41515		1322	1
231625	1	GODADDY WEBSITE SECURITY VPS REN	Invoice	09/13/2022	10/24/2022	17.66	17.66	100-15-41515		1322	1
231625	2	GODADDY WEBSITE SECURITY VPS REN	Invoice	09/13/2022	10/24/2022	17.66	17.66	200-15-41515		1322	1
231625	3	GODADDY WEBSITE SECURITY VPS REN	Invoice	09/13/2022	10/24/2022	17.67	17.67	210-15-41515		1322	1
E0100	1	E0100K7OHA MICROSOFT LICENSES	Invoice	09/20/2022	10/24/2022	31.78	31.78	100-15-41515		1322	1
E0100	2	E0100K7OHA MICROSOFT LICENSES	Invoice	09/20/2022	10/24/2022	31.78	31.78	200-15-41515		1322	1
E0100	3	E0100K7OHA MICROSOFT LICENSES	Invoice	09/20/2022	10/24/2022	31.78	31.78	210-15-41515		1322	1
E0100	1	E0100K7W1O MICROSOFT LICENSES	Invoice	09/20/2022	10/24/2022	6.36	6.36	100-15-41515		1322	1
E0100	2	E0100K7W1O MICROSOFT LICENSES	Invoice	09/20/2022	10/24/2022	6.36	6.36	200-15-41515		1322	1
E0100	3	E0100K7W1O MICROSOFT LICENSES	Invoice	09/20/2022	10/24/2022	6.35	6.35	210-15-41515		1322	1
INV202	1	INV20220920100523379 CALLINGPOST	Invoice	09/20/2022	10/24/2022	22.66	22.66	100-15-41323		1322	1
INV202	2	INV20220920100523379 CALLINGPOST	Invoice	09/20/2022	10/24/2022	22.66	22.66	200-15-41323		1322	1
INV202	3	INV20220920100523379 CALLINGPOST	Invoice	09/20/2022	10/24/2022	22.66	22.66	210-15-41323		1322	1
Total 5372 FIRST BANKCARD - CONE:						735.36	735.36				
5618 FIRST BANKCARD - DAVIS (9902)											
09/27/2	1	Cece - AIR BNB COFERENCE OCT 4- OCT 7	Invoice	09/27/2022	10/24/2022	375.00	375.00	100-20-41724		1322	1
332092	1	3320928 AMERICAN PLANNING A ORDER 9/13	Invoice	09/13/2022	10/24/2022	10.00	10.00	100-20-41711		1322	1
RMLW2	1	Paige - River Mountain Lodge - 40077SE000745	Invoice	09/19/2022	10/24/2022	564.66	564.66	100-20-41724		1322	1
Total 5618 FIRST BANKCARD - DAVIS (9902):						949.66	949.66				
5429 FIRST BANKCARD - DREWEN											
01576	1	01576 ILA Virtual Conf KFletcher	Invoice	09/21/2022	10/24/2022	25.00	25.00	100-45-41723		1322	1
01581	1	01581 ILA Virtual Conf LDrewien	Invoice	09/27/2022	10/24/2022	25.00	25.00	100-45-41723		1322	1
01582	1	01582 ILA Virtual Conf LPrimrose	Invoice	09/27/2022	10/24/2022	25.00	25.00	100-45-41723		1322	1
10/16/2	1	Library Travel Design Institute - VRBO room	Invoice	10/16/2022	10/24/2022	407.49	407.49	100-45-41724		1322	1
115658	1	11565876 library book purchase	Invoice	09/15/2022	10/24/2022	24.14	24.14	100-45-41535		1322	1
230991	1	44537302 GoDaddy Annual DNS Renewal	Invoice	09/06/2022	10/24/2022	35.88	35.88	100-45-41313		1322	1
300023	1	ARPA Library Grant Purchase Attic	Invoice	09/21/2022	10/24/2022	895.00	895.00	100-45-41549	21.45.0007.1	1322	1
Total 5429 FIRST BANKCARD - DREWEN:						1,437.51	1,437.51				
5789 FIRST BANKCARD - ENGLAND											
09/20/2	1	VALLEY CAR WASH - HPD VEHICLE WASH	Invoice	09/20/2022	10/24/2022	10.00	10.00	100-25-41415		1322	1
00-000	1	TASER CARTRIDGES FOR HPD TASERS	Invoice	08/26/2022	10/24/2022	481.45	481.45	100-25-41215		1322	1
790400	1	CANDIE FOR HISPANIC HERITAGE EVENT HPD B	Invoice	09/17/2022	10/24/2022	22.24	22.24	100-25-41215		1322	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 5789 FIRST BANKCARD - ENGLAND:						513.69	513.69				
<b>6052 FIRST BANKCARD - HFD EXTRA (5148)</b>											
9/24 A	1	AED superstore INV3070890 smart padz electrodes	Invoice	09/24/2022	10/24/2022	290.00	290.00	100-55-41219		1022	1
Total 6052 FIRST BANKCARD - HFD EXTRA (5148):						290.00	290.00				
<b>1588 FIRST BANKCARD - HOROWITZ</b>											
340690	1	340690651 GoTo Meeting	Invoice	10/16/2022	10/24/2022	38.00	38.00	100-20-41711		1322	1
340690	2	340690651 GoTo Meeting	Invoice	10/16/2022	10/24/2022	12.67	12.67	100-15-41711		1322	1
340690	3	340690651 GoTo Meeting	Invoice	10/16/2022	10/24/2022	12.67	12.67	200-15-41711		1322	1
340690	4	340690651 GoTo Meeting	Invoice	10/16/2022	10/24/2022	12.66	12.66	210-15-41711		1322	1
Total 1588 FIRST BANKCARD - HOROWITZ:						76.00	76.00				
<b>5378 FIRST BANKCARD - HPD EXTRA (4455)</b>											
2002	1	#2002 Artic Circle	Invoice	09/26/2022	10/24/2022	22.96	22.96	100-25-41724		1322	1
6070	1	CERVANTES/LUNA PER DIEM LUNCH FOR TRAINI	Invoice	09/27/2022	10/24/2022	23.30	23.30	100-25-41724		1322	1
Total 5378 FIRST BANKCARD - HPD EXTRA (4455):						46.26	46.26				
<b>5375 FIRST BANKCARD - SCHWARZ</b>											
U15835	1	U1583599 UNIFI6 LONG-RANGE & CAMERA	Invoice	09/20/2022	10/24/2022	2,295.24	2,295.24	100-40-41413		1322	1
U15836	1	U15833609 UBIQUITI - AIR MAX SEXTOR & LTU R	Invoice	09/20/2022	10/24/2022	598.27	598.27	100-40-41413		1322	1
Total 5375 FIRST BANKCARD - SCHWARZ:						2,893.51	2,893.51				
<b>996 FREEDOM MAILING SERVICES</b>											
43818	1	43818 Bill Processing, Folding & Inserting Newsletter	Invoice	10/04/2022	10/24/2022	578.79	578.79	100-15-41323		1022	1
43818	2	43818 Bill Processing, Folding & Inserting Newsletter	Invoice	10/04/2022	10/24/2022	578.79	578.79	200-15-41323		1022	1
43818	3	43818 Bill Processing, Folding & Inserting Newsletter	Invoice	10/04/2022	10/24/2022	578.78	578.78	210-15-41323		1022	1
43818	4	43818 Extra Inserts - Cover to Cover	Invoice	10/04/2022	10/24/2022	47.22	47.22	100-45-41323		1022	1
43845	1	43845 Delinquent Notices & Postage	Invoice	10/07/2022	10/24/2022	40.28	40.28	100-15-41323		1022	1
43845	2	43845 Delinquent Notices & Postage	Invoice	10/07/2022	10/24/2022	40.28	40.28	200-15-41323		1022	1
43845	3	43845 Delinquent Notices & Postage	Invoice	10/07/2022	10/24/2022	40.28	40.28	210-15-41323		1022	1
Total 996 FREEDOM MAILING SERVICES:						1,904.42	1,904.42				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
5711 G & G LANDSCAPING SERVICES INC											
9782	1	9782 DEERFIELD PARK - CHECK AND REPAIR IRR	Invoice	10/01/2022	10/24/2022	1,330.85	1,330.85	100-50-41403		1322	1
9785	1	9785 KIWANIS PARK - CHECK AND REPAIR IRRIG'	Invoice	10/01/2022	10/24/2022	492.49	492.49	100-50-41403		1322	1
Total 5711 G & G LANDSCAPING SERVICES INC:						1,823.34	1,823.34				
101 GALENA ENGINEERING, INC.											
10/1 38	1	10/1 3830.45/SF/ WOODSIDE #10 NEW PROJECT	Invoice	10/01/2022	10/24/2022	2,320.40	2,320.40	210-70-41549		1322	1
10/1 38	1	10/1 3830.46/SF/AIRPORT WEST# 2, LOTS 2A & 2E	Invoice	10/01/2022	10/24/2022	1,617.90	1,617.90	200-60-41549		1322	1
OCT. 3	1	10/1 3830.35/SF/ URA RIVER ST PROJECTS/ SURV	Invoice	10/01/2022	10/24/2022	2,120.38	2,120.38	120-40-41549	10.15.0002.1	1322	1
Total 101 GALENA ENGINEERING, INC.:						6,058.68	6,058.68				
369 GEM STATE WELDERS SUPPLY INC.											
210988	1	210988 CYLINDER FUEL	Invoice	09/30/2022	10/24/2022	18.60	18.60	100-40-41405		1322	1
210989	1	#210989 TANK RENTALS FEE WW	Invoice	09/30/2022	10/24/2022	55.80	55.80	210-70-41775		1322	1
210990	1	#210990 TANK RENTAL FEE	Invoice	09/30/2022	10/24/2022	9.30	9.30	200-60-41791		1322	1
841640	1	841640 POWDER SPRAY KIT, RAITE HARDFACING	Invoice	09/22/2022	10/24/2022	874.30	874.30	100-40-41423		1322	1
E26930	1	#E269309 CYLINDER FUEL WW	Invoice	08/24/2022	10/24/2022	115.62	115.62	210-70-41775		1322	1
E26949	1	E269492 CYLINDER FUEL	Invoice	09/22/2022	10/24/2022	84.91	84.91	100-40-41405		1322	1
Total 369 GEM STATE WELDERS SUPPLY INC. :						1,158.53	1,158.53				
6023 GIVENS PURSLEY LLP											
249678	1	2249678 GENERAL WATER	Invoice	09/28/2022	10/24/2022	1,449.00	1,449.00	200-60-41313		1322	1
Total 6023 GIVENS PURSLEY LLP:						1,449.00	1,449.00				
336 GO FER IT EXPRESS											
115389	1	#115389 LOCAL SHIPPING WW.	Invoice	09/30/2022	10/24/2022	46.20	46.20	210-70-41213		1322	1
115389	2	#115389 LOCAL SHIPPING W.	Invoice	09/30/2022	10/24/2022	184.80	184.80	200-60-41213		922	1
Total 336 GO FER IT EXPRESS:						231.00	231.00				
1850 GREAT AMERICA FINANCIAL SERVICES											
326034	1	Invoice # 32603401 Due 11/2022	Invoice	10/10/2022	10/24/2022	43.00	43.00	100-20-41323		1022	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						43.00	43.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
579 GUZMAN PAINTING & DECORATION LLC											
215	1	215 SKYLIGHT WORK - SILICONE, PRIME, PAINT	Invoice	09/18/2022	09/26/2022	700.00	700.00	100-42-41413		922	1
215	2	215 SKYLIGHT WORK - SILICONE, PRIME, PAINT	Invoice	09/18/2022	09/26/2022	700.00	700.00	200-42-41413		922	1
215	3	215 SKYLIGHT WORK - SILICONE, PRIME, PAINT	Invoice	09/18/2022	09/26/2022	700.00	700.00	210-42-41413		922	1
215	4	215 REISSUE PMT- SKYLIGHT WORK - SILICONE,	Invoice	09/18/2022	09/26/2022	688.33	688.33	100-42-41413		1022	1
215	5	215 REISSUE PMT- SKYLIGHT WORK - SILICONE,	Invoice	09/18/2022	09/26/2022	688.33	688.33	200-42-41413		1022	1
215	6	215 REISSUE PMT- SKYLIGHT WORK - SILICONE,	Invoice	09/18/2022	09/26/2022	688.34	688.34	210-42-41413		1022	1
215		Chk No: 54025 (1)	Calculated	09/23/2022			700.00-	1000020301		922	1
215		Chk No: 54025 (1)	Calculated	09/23/2022			700.00-	1000020301		922	1
215		Chk No: 54025 (1)	Calculated	09/23/2022			700.00-	1000020301		922	1
Total 579 GUZMAN PAINTING & DECORATION LLC:						4,165.00	2,065.00				
217 HACH COMPANY											
320279	1	#320279499 AMMONIA LAB TEST KITS WW	Invoice	10/06/2022	10/24/2022	206.68	206.68	210-70-41795		1022	1
Total 217 HACH COMPANY :						206.68	206.68				
5410 HDR ENGINEERING INC											
120046	1	1200465019 FACILITY PLANNING STUDY TASK 4 P	Invoice	09/28/2022	10/24/2022	297.50	297.50	230-75-41549		1322	1
120046	2	1200465019 FACILITY PLANNING STUDY TASK 7 U	Invoice	09/28/2022	10/24/2022	297.50	297.50	210-70-41549		1322	1
120046	3	1200440693 FACILITY PLANNING STUDY TASK 8 H	Invoice	09/28/2022	10/24/2022	297.50	297.50	210-70-41549		1322	1
Total 5410 HDR ENGINEERING INC:						892.50	892.50				
8606 HRA VEBA TRUST											
NOVE	1	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	71.46	71.46	210-42-41126		1022	1
NOVE	2	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	71.47	71.47	200-42-41126		1022	1
NOVE	3	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	71.47	71.47	100-42-41126		1022	1
NOVE	4	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	428.80	428.80	100-20-41126		1022	1
NOVE	5	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	1,453.20	1,453.20	100-25-41126		1022	1
NOVE	6	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	833.80	833.80	100-45-41126		1022	1
NOVE	7	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	349.40	349.40	200-60-41126		1022	1
NOVE	8	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	321.60	321.60	210-70-41126		1022	1
NOVE	9	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	35.73	35.73	100-15-41126		1022	1
NOVE	10	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	35.73	35.73	200-15-41126		1022	1
NOVE	11	MONTHLY VEBA CONTRIBUTION NOV 2022	Invoice	10/19/2022	10/24/2022	35.74	35.74	210-15-41126		1022	1
Total 8606 HRA VEBA TRUST:						3,708.40	3,708.40				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
1080 HUDSON SHOES											
1/KT/14	1	#1/KT/144063 BOOTS FOR TATER WW	Invoice	10/10/2022	10/24/2022	383.34	383.34	210-70-41703		1022	1
Total 1080 HUDSON SHOES:						383.34	383.34				
447 ICRMP											
02071-	1	1/2 annual contribution for 10/01/22 to 9/30/23	Invoice	09/01/2022	10/24/2022	23,836.17	23,836.17	100-15-41709		1022	1
02071-	2	1/2 annual contribution for 10/01/22 to 9/30/23	Invoice	09/01/2022	10/24/2022	23,836.17	23,836.17	200-15-41709		1022	1
02071-	3	1/2 annual contribution for 10/01/22 to 9/30/23	Invoice	09/01/2022	10/24/2022	23,836.16	23,836.16	210-15-41709		1022	1
Total 447 ICRMP :						71,508.50	71,508.50				
671 IDAHO LUMBER & HARDWARE											
922117	1	#922117 WRENCH	Invoice	09/27/2022	10/24/2022	31.99	31.99	200-60-41405		1322	1
922184	1	922184 CHAINSAW 12", DW 20V MAX BATTERY 2P	Invoice	09/27/2022	10/24/2022	438.99	438.99	100-40-41423		1322	1
922322	1	922322 CHALK POWDER ORANGE	Invoice	09/28/2022	10/24/2022	2.99	2.99	100-40-41403		1322	1
922816	1	#922816 EARMUFFS FOR TV WW	Invoice	10/03/2022	10/24/2022	36.99	36.99	210-70-41703		1022	1
922825	1	922825 STAPLE	Invoice	10/03/2022	10/24/2022	3.99	3.99	100-40-41403		1022	1
923220	1	923220 SPRYPAINTS	Invoice	10/05/2022	10/24/2022	33.16	33.16	100-40-41403		1022	1
923865	1	923865 TAPE	Invoice	10/11/2022	10/24/2022	13.99	13.99	100-50-41403		1022	1
923908	1	923908 PAPER TOWL, CORLESS DEWAHL BATTE	Invoice	10/11/2022	10/24/2022	310.15	310.15	100-50-41403		1022	1
Total 671 IDAHO LUMBER & HARDWARE:						872.25	872.25				
22433 IDAHO POWER											
10/24/2	1	IP 2222783132 HPD	Invoice	10/24/2022	10/24/2022	317.18	317.18	100-25-41717		1322	1
10/24/2	2	IP2205094259- Parks	Invoice	10/24/2022	10/24/2022	298.81	298.81	100-50-41717		1322	1
10/24/2	3	IP2205094259 Rodeo	Invoice	10/24/2022	10/24/2022	178.65	178.65	100-50-41617		1322	1
10/24/2	4	IP2205094259 Ice Rink/Skate	Invoice	10/24/2022	10/24/2022	23.81	23.81	100-50-41617		1322	1
10/24/2	5	IP2205094259- Interp	Invoice	10/24/2022	10/24/2022	154.85	154.85	100-10-41717		1322	1
10/24/2	6	IP2207893211 Street- 708 S Main St	Invoice	10/24/2022	10/24/2022	14.71	14.71	100-40-41715		1322	1
10/24/2	7	IP 2203575119 Street	Invoice	10/24/2022	10/24/2022	7.47	7.47	100-40-41715		1322	1
10/24/2	8	IP2200663470 control Elm Alley	Invoice	10/24/2022	10/24/2022	5.81	5.81	100-40-41717		1322	1
10/24/2	9	IP 2204305425 Street - Traffic Lights	Invoice	10/24/2022	10/24/2022	181.45	181.45	100-40-41717		1322	1
10/24/2	10	IP22214084442 Park - 851 Shenandoah - Balmoral	Invoice	10/24/2022	10/24/2022	8.59	8.59	100-50-41717		1322	1
10/24/2	11	IP2226639884 PARKS ARBORATUM	Invoice	10/24/2022	10/24/2022	8.98	8.98	100-50-41717		1322	1
10/24/2	12	IP2208020376 - 191 San Badger Dr.	Invoice	10/24/2022	10/24/2022	7.47	7.47	100-50-41717		1322	1
Total 22433 IDAHO POWER:						1,207.78	1,207.78				



Sequence Number	Invoice Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
229 INTEGRATED TECHNOLOGIES											
199904	1	#199904 SHARP MX 23-10U PRINTER MAINTENAN	Invoice	09/20/2022	10/24/2022	88.58	88.58	100-25-41411		1322	1
201083	1	Inv # 201083 Xerox/C40d Cmonthly contract	Invoice	10/03/2022	10/24/2022	42.82	42.82	100-55-41711		1322	1
201311	1	#201311 SHARP MX-M550N BASE RATE	Invoice	10/03/2022	10/24/2022	28.86	28.86	100-15-41323		1322	1
201311	2	#201311 SHARP MX-M550N BASE RATE	Invoice	10/03/2022	10/24/2022	28.86	28.86	200-15-41323		1322	1
201311	3	#201311 SHARP MX-M550N BASE RATE	Invoice	10/03/2022	10/24/2022	28.85	28.85	210-15-41323		1322	1
201651	1	# 201651 SHARP MX-M503N MAINT.	Invoice	10/11/2022	10/24/2022	93.33	93.33	100-15-41323		1022	1
201651	2	# 201651 SHARP MX-M503N MAINT.	Invoice	10/11/2022	10/24/2022	93.33	93.33	200-15-41323		1022	1
201651	3	# 201651 SHARP MX-M503N MAINT.	Invoice	10/11/2022	10/24/2022	93.34	93.34	210-15-41323		1022	1
201668	1	# 201668 SHARP MX-M503N PAPER ISSUES	Invoice	10/11/2022	10/24/2022	46.67	46.67	100-15-41323		1022	1
201668	2	# 201668 SHARP MX-M503N PAPER ISSUES	Invoice	10/11/2022	10/24/2022	46.67	46.67	200-15-41323		1022	1
201668	3	# 201668 SHARP MX-M503N PAPER ISSUES	Invoice	10/11/2022	10/24/2022	46.66	46.66	210-15-41323		1022	1
Total 229 INTEGRATED TECHNOLOGIES:						637.97	637.97				
5883 IWORQ SYSTEMS, INC											
198775	1	198775 PARKS MAINTENANCE TRACKING NOV.20	Invoice	10/03/2022	10/24/2022	500.00	500.00	100-50-41325		1022	1
198793	1	198793 ANNUAL MGMT AND SUPPORT FEE, NOV.	Invoice	10/03/2022	10/24/2022	4,790.00	4,790.00	100-40-41325		1022	1
Total 5883 IWORQ SYSTEMS, INC:						5,290.00	5,290.00				
50395 JACKSON GROUP PETERBILT											
281466	1	281466 SEAT-HERITAGE SILV #4006-4005	Invoice	09/20/2022	10/24/2022	846.26	846.26	100-40-41405		1322	1
281831	1	281831 SAFETY DIRECTOR, WARNING LIGHT, RA	Invoice	09/27/2022	10/24/2022	1,032.28	1,032.28	100-40-41405		1322	1
282264	1	282264 4X6 HIGH BEAM LED LIGHTS FOR PLOWT	Invoice	09/27/2022	10/24/2022	458.16	458.16	100-40-41405		1322	1
282337	1	282337 EV2 DOT/ECE R, #4006,#4007	Invoice	09/27/2022	10/24/2022	1,036.40	1,036.40	100-40-41405		1322	1
CM282	1	CM282264 RETURN 4X6 HIGH BEAM LED LIGHTS	Invoice	09/27/2022	10/24/2022	458.16-	458.16-	100-40-41405		1322	1
Total 50395 JACKSON GROUP PETERBILT:						2,914.94	2,914.94				
330 JANE'S ARTIFACTS											
056837	1	056837 LAMINATE PARK RESTROOM WINTERIZE	Invoice	10/05/2022	10/24/2022	39.00	39.00	100-50-41215		1022	1
Total 330 JANE'S ARTIFACTS:						39.00	39.00				
6474 JOHNSON, MICHELE											
10/04/2	1	OCT 3RD, 4TH,6TH 2022 CD	Invoice	10/04/2022	10/24/2022	500.00	500.00	100-20-41313		1022	1
Total 6474 JOHNSON, MICHELE:						500.00	500.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
9560 KARL MALONE FORD HAILEY											
11281	1	11281 COVER -4000	Invoice	09/08/2022	10/24/2022	31.95	31.95	100-40-41405		1322	1
Total 9560 KARL MALONE FORD HAILEY:						31.95	31.95				
4542 KETCHUM COMPUTERS											
19207	1	19207 Admin: Assist Integrated Tech. with installation,	Invoice	10/15/2022	10/24/2022	195.00	195.00	100-15-41313		1022	1
19207	2	19207 Admin: Assist Integrated Tech. with installation,	Invoice	10/15/2022	10/24/2022	195.00	195.00	200-15-41313		1022	1
19207	3	19207 Admin: Assist Integrated Tech. with installation,	Invoice	10/15/2022	10/24/2022	195.00	195.00	210-15-41313		1022	1
19207	4	19207 Comm Dev: Remote PC, move phone to Mich	Invoice	10/15/2022	10/24/2022	225.00	225.00	100-20-41313		1022	1
19207	5	19207 WW: Setup new monitors for Tater, COnfigure I	Invoice	10/15/2022	10/24/2022	90.00	90.00	210-70-41313		1022	1
19207	6	19207 Water: Configre large format scanner for Cole	Invoice	10/15/2022	10/24/2022	90.00	90.00	200-60-41313		1022	1
19207	7	19207 Library: Afterhours, intermitten internet drops,	Invoice	10/15/2022	10/24/2022	135.00	135.00	100-45-41313		1022	1
19207	8	19207 Street: Setup and configure nwe laptop for Kin	Invoice	10/15/2022	10/24/2022	450.00	450.00	100-40-41313		1022	1
Total 4542 KETCHUM COMPUTERS:						1,575.00	1,575.00				
386 L.L. GREENS											
A67871	1	#A678712 WRENCH	Invoice	09/27/2022	10/24/2022	32.99	32.99	200-60-41405		1322	1
A67899	1	#A678997 SURGE STRIP	Invoice	09/29/2022	10/24/2022	25.99	25.99	200-60-41211		1322	1
Total 386 L.L. GREENS :						58.98	58.98				
557 LAWSON PRODUCTS INC											
930994	1	9309945726 PLIT LOCK WASHER, HEX NUT, HEX	Invoice	09/20/2022	10/24/2022	69.53	69.53	100-40-41403		1322	1
930995	1	9309954794 WEAR DISC, WEAR X-PLATE WITH PL	Invoice	09/22/2022	10/24/2022	303.39	303.39	100-40-41403		1322	1
930995	1	9309955544 WEAR-X PLATE WITH PLUG HOLE	Invoice	09/22/2022	10/24/2022	1,550.52	1,550.52	100-40-41403		1322	1
Total 557 LAWSON PRODUCTS INC:						1,923.44	1,923.44				
547 LES SCHWAB TIRE CENTER - STREETS											
117007	1	11700776720 MOVER TRAILER - 2WD DISC/DRUM	Invoice	09/29/2022	10/24/2022	477.90	477.90	100-40-41405		1322	1
117007	1	11700776729 BUCKAT TRUCK - TRACTION, TUBEL	Invoice	09/29/2022	10/24/2022	2,544.20	2,544.20	100-40-41405		1322	1
Total 547 LES SCHWAB TIRE CENTER - STREETS:						3,022.10	3,022.10				
928 MAGIC VALLEY LABS, INC.											
25428	1	#25428 CONSTRUCTION SAMPLES	Invoice	09/28/2022	10/24/2022	132.00	132.00	200-60-41795		1322	1
25428	2	#25428 DRINKING WATER SAMPLES	Invoice	09/28/2022	10/24/2022	198.00	198.00	200-60-41795		1322	1
25428	3	#25428 INDAIN CREEK SPRING SAMPLES	Invoice	09/28/2022	10/24/2022	248.00	248.00	200-60-41795		1322	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
25428	4	#25428 COOLER RETURN	Invoice	09/28/2022	10/24/2022	40.00	40.00	200-60-41795		1322	1
25429	1	#25429 SEPT EFF SAMPLES WW	Invoice	09/28/2022	10/24/2022	761.00	761.00	210-70-41795		1322	1
Total 928 MAGIC VALLEY LABS, INC.:						1,379.00	1,379.00				
5439 MANDEVILLE, ELLEN											
115	1	# 115 - PW ADMIN	Invoice	09/19/2022	10/24/2022	750.00	750.00	100-42-41313		1022	1
115	2	# 115 - PW ADMIN	Invoice	09/19/2022	10/24/2022	750.00	750.00	200-42-41313		1022	1
115	3	# 115 - PW ADMIN	Invoice	09/19/2022	10/24/2022	750.00	750.00	210-42-41313		1022	1
Total 5439 MANDEVILLE, ELLEN:						2,250.00	2,250.00				
9902 Marathon Partners, LLC											
3695	1	Interest earned on Sunbeam Security Deposit LGIP a	Invoice	09/01/2022	10/24/2022	1,404.31	1,404.31	100-00-32413		1322	1
Total 9902 Marathon Partners, LLC:						1,404.31	1,404.31				
390 METROQUIP, INC.											
P17931	1	p17931 LIFT FRAME, GROUND ROLLERS	Invoice	09/30/2022	10/24/2022	4,500.00	4,500.00	100-40-41405		1322	1
Total 390 METROQUIP, INC.:						4,500.00	4,500.00				
4000 MOUNTAIN WEST BANK											
381022	1	ENFORCER PUC PUMPER TRUCK DOWN PAYME	Invoice	10/17/2022	10/24/2022	193,771.46	193,771.46	120-55-41549		1022	1
381022	2	ENFORCER PUC PUMPER TRUCK LEASE PAYME	Invoice	10/17/2022	10/24/2022	112,478.54	112,478.54	120-55-41549		1022	1
381022	3	ENFORCER PUC PUMPER TRUCK DOCUMENTATI	Invoice	10/17/2022	10/24/2022	500.00	500.00	120-55-41549		1022	1
Total 4000 MOUNTAIN WEST BANK:						306,750.00	306,750.00				
2230 MULLINS, WILLIAM											
10/13/2	1	SCAN OF SHEEPHERDER STATUTE	Invoice	10/13/2022	10/24/2022	121.55	121.55	100-20-41707		1022	1
Total 2230 MULLINS, WILLIAM:						121.55	121.55				
251 NAPA AUTO PARTS											
117724	1	117724 FUEL TANK	Invoice	09/06/2022	10/24/2022	7.49	7.49	100-40-41405		1322	1
117725	1	117725 FUEL TANK	Invoice	09/06/2022	10/24/2022	7.49	7.49	100-40-41405		1322	1
117907	1	117907 WTY BATTERY 4091-1	Invoice	09/07/2022	10/24/2022	55.49	55.49	100-40-41405		1322	1
118636	1	118636 AIR FILTERS	Invoice	09/13/2022	10/24/2022	143.06	143.06	100-40-41405		1322	1
118662	1	118662 SHOP TOWLS & NON-CHLOR BRAKE CLE	Invoice	09/13/2022	10/24/2022	107.58	107.58	100-40-41405		1322	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
118809	1	118809 BATTERY CHARGE	Invoice	09/14/2022	10/24/2022	103.98	103.98	100-40-41405		1322	1
118992	1	118992 WIPER BLADE	Invoice	09/15/2022	10/24/2022	236.64	236.64	100-40-41405		1322	1
119035	1	119035 16 90T 12PT RATCMB	Invoice	09/15/2022	10/24/2022	16.74	16.74	100-40-41423		1322	1
119351	1	119351 FUEL FILTER	Invoice	09/19/2022	10/24/2022	44.77	44.77	100-40-41405		1322	1
119414	1	119414 WIPER BLADE	Invoice	09/19/2022	10/24/2022	108.00	108.00	100-40-41405		1322	1
119415	1	119415 CR - WIPER BLADE	Invoice	09/19/2022	10/24/2022	3.00-	3.00-	100-40-41405		1322	1
119575	1	119998 FILTER	Invoice	09/20/2022	10/24/2022	34.58	34.58	100-40-41405		1322	1
119998	1	119998 DRILLBIT,CHARGING, GLOVE, FITTING TO	Invoice	09/22/2022	10/24/2022	1,150.79	1,150.79	100-40-41423		1322	1
119999	1	119999 CR - WIPER BLADES	Invoice	09/22/2022	10/24/2022	398.22-	398.22-	100-40-41405		1322	1
120400	1	120400 BANDSAW	Invoice	09/27/2022	10/24/2022	1,880.00	1,880.00	100-40-41423		1322	1
120798	1	120798 AIR FILTERS	Invoice	09/29/2022	10/24/2022	37.78	37.78	100-40-41405		1322	1
120799	1	120799 DRIP PAN	Invoice	09/29/2022	10/24/2022	23.82	23.82	100-40-41405		1322	1
Total 251 NAPA AUTO PARTS:						3,556.99	3,556.99				
<b>6469 NIED, PAIGE</b>											
22TRA	1	Reimbursement Climate Solutions Summit	Invoice	09/19/2022	10/24/2022	13.35	13.35	100-20-41719		1322	1
22TRA	2	Reimbursement Climate Solutions Summit	Invoice	09/19/2022	10/24/2022	221.75	221.75	100-20-41724		1322	1
Total 6469 NIED, PAIGE:						235.10	235.10				
<b>307 NORTH CENTRAL LABORATORIES</b>											
476643	1	LAB SUPPLIES WW	Invoice	09/21/2022	10/24/2022	361.41	361.41	210-70-41795		1322	1
476947	1	#476947 QA/QC STANDARD WW	Invoice	09/27/2022	10/24/2022	52.17	52.17	210-70-41795		1322	1
Total 307 NORTH CENTRAL LABORATORIES:						413.58	413.58				
<b>50298 O'REILLY AUTO PARTS</b>											
4635-2	1	4635-268927 BATTERY AND CORE CHARGE - 501	Invoice	09/07/2022	10/24/2022	96.18	96.18	100-40-41405		1322	1
4635-2	1	4635-269041 MIRROR ADHSV	Invoice	09/07/2022	10/24/2022	8.98	8.98	100-40-41405		1322	1
4635-2	1	4635-269257 CORE RETURN OF IV4635-268927	Invoice	09/08/2022	10/24/2022	10.00-	10.00-	100-40-41405		1322	1
4635-2	1	4635-270153 PLIERS	Invoice	09/12/2022	10/24/2022	15.99	15.99	100-40-41423		1322	1
4635-2	1	4635-273929 MINI SCRAPER AND MIRROR ADHSV	Invoice	09/27/2022	10/24/2022	7.98	7.98	100-25-41415		1322	1
4635-2	1	4635-273967 DRIP TRAY, PHONE HOLDERS	Invoice	09/28/2022	10/24/2022	53.96	53.96	100-40-41405		1322	1
4635-2	1	4635-274059 MINI LAMP	Invoice	09/28/2022	10/24/2022	4.30	4.30	100-40-41405		1322	1
4635-2	1	4635-274228 SNOW BROO, RAKE, EXTENSION, R	Invoice	09/29/2022	10/24/2022	269.59	269.59	100-40-41405		1322	1
Total 50298 O'REILLY AUTO PARTS:						446.98	446.98				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
520 PACIFIC STEEL & RECYCLING											
814247	1	8142479 2 1/2 TUBE, HR STRIP, SQUARE/ RETAN	Invoice	09/15/2022	10/24/2022	1,489.19	1,489.19	100-40-41405		1322	1
Total 520 PACIFIC STEEL & RECYCLING:						1,489.19	1,489.19				
6496 PLASTICARDS, INC											
001595	1	Inv 00159538 library publication	Invoice	10/06/2022	10/24/2022	800.00	800.00	100-45-41319		1022	1
001595	2	Inv 00159538 card printing cost	Invoice	10/06/2022	10/24/2022	178.00	178.00	100-45-41323		1022	1
Total 6496 PLASTICARDS, INC:						978.00	978.00				
1899 QUINTON, KRISTEN											
CRE R	1	CRE REF - 2525 WINTERHAVEN DR	Invoice	10/05/2022	10/24/2022	109.21	109.21	100-00-15110		1022	1
Total 1899 QUINTON, KRISTEN:						109.21	109.21				
5129 RUSH TRUCK CENTERS OF ID INC											
302896	1	3028969947 RELAY ELECT-HORN ETC	Invoice	08/18/2022	10/24/2022	110.80	110.80	100-40-41405		1322	1
302932	1	3029321119 RADIATOR	Invoice	09/14/2022	10/24/2022	1,194.00	1,194.00	100-40-41405		1322	1
Total 5129 RUSH TRUCK CENTERS OF ID INC:						1,304.80	1,304.80				
1608 SAFETY SUPPLY & SIGN											
182181	1	182181- SIGNS FOR ST W GALENA, W SILVER, W	Invoice	09/22/2022	10/24/2022	911.60	911.60	100-40-41403		1322	1
182182	1	182182 BARRICADE, STOP, YIELD, SPEED LIMIT,	Invoice	09/22/2022	10/24/2022	6,833.07	6,833.07	100-40-41403		1322	1
182201	1	182201 SING FOR ROAD AND SIDEWALK CLOSE	Invoice	09/23/2022	10/24/2022	1,400.71	1,400.71	100-40-41403		1322	1
Total 1608 SAFETY SUPPLY & SIGN :						9,145.38	9,145.38				
214 SAWTOOTH WOOD PRODUCTS											
000013	1	0000135962 BACKPACK PLOWER	Invoice	09/21/2022	10/24/2022	649.99	649.99	100-40-41423		1322	1
Total 214 SAWTOOTH WOOD PRODUCTS:						649.99	649.99				
2834 SCHWARZ, STEPHEN											
104988	1	SKU 104988-BLMXLTL JAIMEY CLOTHES	Invoice	09/21/2022	10/24/2022	83.46	83.46	100-40-41703		1322	1
Total 2834 SCHWARZ, STEPHEN:						83.46	83.46				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
1098 SENTINEL FIRE & SECURITY											
81116	1	81116 QUARTERLY MONITORING - CITY HALL	Invoice	10/01/2022	10/24/2022	29.00	29.00	100-42-41413		1022	1
81116	2	81116 QUARTERLY MONITORING - CITY HALL	Invoice	10/01/2022	10/24/2022	29.00	29.00	200-42-41413		1022	1
81116	3	81116 QUARTERLY MONITORING - CITY HALL	Invoice	10/01/2022	10/24/2022	29.00	29.00	210-42-41413		1022	1
81116	4	81116 QUARTERLY MONITORING - FIRE DEPT.	Invoice	10/01/2022	10/24/2022	87.00	87.00	100-55-41413		1022	1
Total 1098 SENTINEL FIRE & SECURITY :						174.00	174.00				
5494 SILVER CREEK SUPPLY											
000663	1	#0006638630-001 BONNET SEAL FOR VALVE TOP	Invoice	08/12/2022	10/24/2022	48.72	48.72	200-60-41403		1322	1
000818	1	0008181250-001 PARTS FPR BLOW OUTS	Invoice	09/26/2022	10/24/2022	421.29	421.29	100-50-41403		1322	1
000835	1	#0008353424-001 PVC PARTS FOR BIOSOLIDS W	Invoice	10/11/2022	10/24/2022	19.40	19.40	210-70-41401		1022	1
Total 5494 SILVER CREEK SUPPLY:						489.41	489.41				
6487 STAHL CONSTRUCTION LLC											
100197	1	Meeting room const/restroom prep	Invoice	09/29/2022	10/24/2022	2,140.00	2,140.00	100-45-41413		1322	1
Total 6487 STAHL CONSTRUCTION LLC:						2,140.00	2,140.00				
6344 T-MOBILE											
09/23/2	1	ACCOUNT # 975934298 HPD CELL PHONES	Invoice	09/23/2022	10/24/2022	336.70	336.70	100-25-41711		1322	1
Total 6344 T-MOBILE:						336.70	336.70				
5731 TRAFFIC SAFETY SUPPLY											
INV052	1	INV052396 RRFB SOLAR - SIGNS, POLES, BASES	Invoice	09/02/2022	10/24/2022	3,181.47	3,181.47	100-40-41403		1322	1
Total 5731 TRAFFIC SAFETY SUPPLY:						3,181.47	3,181.47				
2817 UNITED OIL											
100221	1	HPD GAS	Invoice	09/15/2022	10/24/2022	778.79	778.79	100-25-41719		1322	1
100221	1	1002211 FUEL CHARGES	Invoice	09/15/2022	10/24/2022	584.93	584.93	100-40-41719		1322	1
100330	1	#1003302 FUEL CHARGES PARKS	Invoice	09/30/2022	10/24/2022	551.59	551.59	100-50-41719		1322	1
100330	1	HPD GAS	Invoice	09/30/2022	10/24/2022	849.01	849.01	100-25-41719		1322	1
100330	1	1003305 FUEL FOR STREET DEPT.	Invoice	09/30/2022	10/24/2022	516.49	516.49	100-40-41719		1322	1
100330	1	#1003307 PUMPED FUEL WW	Invoice	09/30/2022	10/24/2022	152.86	152.86	210-70-41719		1322	1
212077	1	212077 STEAM CLEANER KEROSENE	Invoice	09/15/2022	10/24/2022	71.80	71.80	100-40-41719		1322	1
397193	1	#397193 BULK DIESEL WW	Invoice	10/13/2022	10/24/2022	658.78	658.78	210-70-41719		1022	1
545011	1	Inv # 1003303 Fuel Charges	Invoice	09/30/2022	10/24/2022	519.91	519.91	100-55-41719		1022	1



Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 2817 UNITED OIL:						4,684.16	4,684.16				
1216 UPPER CASE PRINTING, INK											
18747	1	# 18747 8.5x11 Newsletter	Invoice	10/05/2022	10/24/2022	71.66	71.66	100-15-41323		1022	1
18747	2	# 18747 8.5x11 Newsletter	Invoice	10/05/2022	10/24/2022	71.66	71.66	200-15-41323		1022	1
18747	3	# 18747 8.5x11 Newsletter	Invoice	10/05/2022	10/24/2022	71.67	71.67	210-15-41323		1022	1
18747	4	# 18747 8.5x11 Cover to Cover Flyer	Invoice	10/05/2022	10/24/2022	164.92	164.92	100-45-41323		1022	1
Total 1216 UPPER CASE PRINTING, INK:						379.91	379.91				
645 VALLEY CAR WASH											
101190	1	8/23/22 1011906 PROPANE ST	Invoice	08/23/2022	10/24/2022	42.21	42.21	100-40-41719		1322	1
101319	1	8/29/22 1013197 ICE	Invoice	08/29/2022	10/24/2022	11.99	11.99	100-40-41403		1322	1
101346	1	8/30/22 1013468 ICE	Invoice	08/30/2022	10/24/2022	11.99	11.99	100-40-41403		1322	1
Total 645 VALLEY CAR WASH:						66.19	66.19				
2020 VALLEY WIDE COOPERATIVE											
061706	1	061706/9 MEN WORK BOOT Domke	Invoice	09/28/2022	10/24/2022	155.99	155.99	100-40-41703		1322	1
Total 2020 VALLEY WIDE COOPERATIVE:						155.99	155.99				
762 VERIZON WIRELESS											
991718	1	MONTHLY CELL PHONE BILL Parks only	Invoice	10/01/2022	10/24/2022	72.08	72.08	100-50-41713		1322	1
Total 762 VERIZON WIRELESS:						72.08	72.08				
367 WALKER SAND AND GRAVEL											
104218	1	1042181 2022 CHIP SEAL 3/8" UNWASHED CHIP, E	Invoice	07/12/2022	10/24/2022	523.24	523.24	100-40-41403	22.40.0004.1	1322	1
104218	1	1042182 3/8" UNWASHED CHIP, ENVIRONMENTAL	Invoice	07/12/2022	10/24/2022	518.24	518.24	100-40-41403	22.40.0004.1	1322	1
104533	1	#1045337 DUMP FEE / ENVIROMENTAL FEE	Invoice	07/18/2022	10/24/2022	96.12	96.12	200-60-41403		1322	1
104533	2	#1045337 BEDDING	Invoice	07/18/2022	10/24/2022	248.83	248.83	200-60-41403		1322	1
104618	1	1046183 3/8" UNWASHED CHIP, ENVIRONMENTAL	Invoice	07/20/2022	10/24/2022	1,847.05	1,847.05	100-40-41403	22.40.0004.1	1322	1
105112	1	1051128 3/8" UNWASHED CHIP, ENVIRONMENTAL	Invoice	08/01/2022	10/24/2022	291.92	291.92	100-40-41403	22.40.0004.1	1322	1
105247	1	1052470 3/8" UNWASHED CHIP, ENVIRONMENTAL	Invoice	08/03/2022	10/24/2022	654.60	654.60	100-40-41403	22.40.0004.1	1322	1
106655	1	1066557 RIVER ST URA - 2" UNWASHED ROCK, E	Invoice	09/02/2022	10/24/2022	1,163.99	1,163.99	120-40-41549	10.15.0002.1	1322	1
106743	1	1067436 RIVER ST URA - 3/4" ROADBASE	Invoice	09/06/2022	10/24/2022	1,856.09	1,856.09	120-40-41549	10.15.0002.1	1322	1
106772	1	1067725 RIVER ST URA -IMPORTED DIRTY ASPH	Invoice	09/07/2022	10/24/2022	122.43	122.43	120-40-41549	10.15.0002.1	1322	1
106997	1	#1069970 BEDDING FOR DIG AT 609 S. MAIN ST.	Invoice	09/12/2022	10/24/2022	209.19	209.19	200-60-41403		1322	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
107979	1	1079791 - 3/4" ROADBASE ENVIRONMEAL FEE	Invoice	10/03/2022	10/24/2022	140.91	140.91	120-40-41549	10.15.0002.1	1022	1
Total 367 WALKER SAND AND GRAVEL:						7,672.61	7,672.61				
<b>4004 WAXIE SANITARY SUPPLY</b>											
811938	1	#81193852 CLEAR BAGS FOR TRASH CAN	Invoice	09/21/2022	10/24/2022	27.18	27.18	100-25-41215		1322	1
Total 4004 WAXIE SANITARY SUPPLY:						27.18	27.18				
<b>368 WESTERN STATES CAT</b>											
IN0021	1	IN002145195 BLADE FOR CAT SERIAL J3R05640	Invoice	09/15/2022	10/24/2022	166.20	166.20	100-40-41405		1322	1
IN0021	1	IN00214202 BLADE A FOR CAT SERIAL N9K01071	Invoice	09/15/2022	10/24/2022	30.43	30.43	100-40-41405		1322	1
IN0021	1	IN002145209 BLADE A FOR CAT SERIAL Z6A01066	Invoice	09/15/2022	10/24/2022	27.71	27.71	100-40-41405		1322	1
IN0021	1	IN002149428 HOUSING FOR CAT SERIAL J3R056	Invoice	09/19/2022	10/24/2022	49.67	49.67	100-40-41405		1322	1
IN0021	1	#IN002151287 RIVER LIFTSTATION GENERATOR	Invoice	09/21/2022	10/24/2022	1,035.00	1,035.00	210-70-41711		1322	1
IN0021	1	#IN002151311 WRF PLANT LIFTSTATION GENERA	Invoice	09/21/2022	10/24/2022	1,245.00	1,245.00	210-70-41711		1322	1
IN0021	1	#IN002151314 ELECTRA LIFTSTATION GENERATO	Invoice	09/21/2022	10/24/2022	2,160.00	2,160.00	210-70-41711		1322	1
IN0021	1	IN002155032 938 M WHEEL LOADER ELECTICAL	Invoice	09/23/2022	10/24/2022	217.32	217.32	100-40-41405		1322	1
IN0021	1	IN002162643 MUSH SHOE 11 - SERIAL E0075561A	Invoice	09/30/2022	10/24/2022	1,994.56	1,994.56	100-40-41405		1322	1
Total 368 WESTERN STATES CAT:						6,925.89	6,925.89				
<b>106 WHITEHEAD LANDSCAPING, INC.</b>											
60355	1	60355 - JIMMY’S GARDEN SERVICE AND IRRIGATI	Invoice	09/30/2022	10/24/2022	642.08	642.08	100-50-41325		1322	1
Total 106 WHITEHEAD LANDSCAPING, INC.:						642.08	642.08				
<b>4325 WINTER EQUIPMENT CO INC.</b>											
IV5286	1	IV52867 BLOCKBUSTER VICTORY 12FSHP, UNIVE	Invoice	10/03/2022	10/24/2022	2,279.40	2,279.40	100-40-41403		1022	1
Total 4325 WINTER EQUIPMENT CO INC.:						2,279.40	2,279.40				
Total :						531,316.67	529,216.67				
Grand Totals:						531,316.67	529,216.67				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	177.91	.00	177.91
1000020301	1,400.00	3,500.00-	2,100.00-
100-00-20515	12,191.62	.00	12,191.62
100-00-32413	1,404.31	.00	1,404.31
100-10-41717	314.03	.00	314.03
100-15-41126	35.73	.00	35.73
100-15-41215	56.51	.00	56.51
100-15-41313	195.00	.00	195.00
100-15-41323	882.25	.00	882.25
100-15-41515	222.46	.00	222.46
100-15-41709	23,836.17	.00	23,836.17
100-15-41711	242.67	.00	242.67
100-15-41713	1.77	.00	1.77
100-20-41126	428.80	.00	428.80
100-20-41313	725.00	.00	725.00
100-20-41323	43.00	.00	43.00
100-20-41707	121.55	.00	121.55
100-20-41709	3,800.00	.00	3,800.00
100-20-41711	48.00	.00	48.00
100-20-41713	1.77	.00	1.77
100-20-41719	13.35	.00	13.35
100-20-41724	1,161.41	.00	1,161.41
100-25-41126	1,453.20	.00	1,453.20
100-25-41211	25.99	.00	25.99
100-25-41215	530.87	.00	530.87
100-25-41313	4,018.75	.00	4,018.75
100-25-41411	88.58	.00	88.58
100-25-41415	17.98	.00	17.98
100-25-41417	200.20	.00	200.20
100-25-41703	387.68	.00	387.68
100-25-41711	336.70	.00	336.70
100-25-41713	469.88	.00	469.88
100-25-41717	317.18	.00	317.18
100-25-41719	1,627.80	.00	1,627.80
100-25-41724	591.51	.00	591.51
100-40-41215	359.15	.00	359.15
100-40-41313	450.00	.00	450.00
100-40-41325	4,790.00	.00	4,790.00
100-40-41403	20,705.65	.00	20,705.65
100-40-41405	19,306.73	1,197.89-	18,108.84
100-40-41413	2,893.51	.00	2,893.51

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-40-41423	5,026.80	.00	5,026.80
100-40-41703	479.43	.00	479.43
100-40-41711	806.19	.00	806.19
100-40-41713	288.56	.00	288.56
100-40-41715	22.18	.00	22.18
100-40-41717	187.26	.00	187.26
100-40-41719	1,215.43	.00	1,215.43
100-42-41126	71.47	.00	71.47
100-42-41313	750.00	.00	750.00
100-42-41413	1,650.67	.00	1,650.67
100-42-41713	57.66	.00	57.66
100-42-41723	290.41	.00	290.41
100-45-41126	833.80	.00	833.80
100-45-41215	1,233.74	.00	1,233.74
100-45-41313	170.88	.00	170.88
100-45-41319	800.00	.00	800.00
100-45-41323	390.14	.00	390.14
100-45-41325	1,850.00	.00	1,850.00
100-45-41413	2,140.00	.00	2,140.00
100-45-41535	24.14	.00	24.14
100-45-41539	57.09	.00	57.09
100-45-41549	1,154.32	.00	1,154.32
100-45-41713	522.86	.00	522.86
100-45-41723	75.00	.00	75.00
100-45-41724	1,058.53	.00	1,058.53
100-50-41215	39.00	.00	39.00
100-50-41325	1,142.08	.00	1,142.08
100-50-41403	2,568.77	.00	2,568.77
100-50-41617	202.46	.00	202.46
100-50-41703	179.99	.00	179.99
100-50-41707	1,850.00	.00	1,850.00
100-50-41713	72.08	.00	72.08
100-50-41717	323.85	.00	323.85
100-50-41718	97.84	.00	97.84
100-50-41719	551.59	.00	551.59
100-55-41211	149.45	.00	149.45
100-55-41215	177.59	.00	177.59
100-55-41217	1,323.55	.00	1,323.55

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-55-41219	290.00	.00	290.00
100-55-41319	105.24	.00	105.24
100-55-41405	2,372.52	.00	2,372.52
100-55-41413	262.00	.00	262.00
100-55-41523	1,638.13	.00	1,638.13
100-55-41711	42.82	.00	42.82
100-55-41713	1.77	.00	1.77
100-55-41717	139.18	.00	139.18
100-55-41719	519.91	.00	519.91
120-40-41549	10,473.80	.00	10,473.80
120-55-41549	306,750.00	.00	306,750.00
200-15-41126	35.73	.00	35.73
200-15-41215	56.51	.00	56.51
200-15-41313	195.00	.00	195.00
200-15-41323	882.25	.00	882.25
200-15-41515	222.46	.00	222.46
200-15-41709	23,836.17	.00	23,836.17
200-15-41711	242.67	.00	242.67
200-15-41713	1.77	.00	1.77
200-42-41126	71.47	.00	71.47
200-42-41313	750.00	.00	750.00
200-42-41413	1,650.66	.00	1,650.66
200-42-41713	57.66	.00	57.66
200-42-41723	290.41	.00	290.41
200-60-41126	349.40	.00	349.40
200-60-41211	25.99	.00	25.99
200-60-41213	184.80	.00	184.80
200-60-41313	1,539.00	.00	1,539.00
200-60-41401	1,440.46	.00	1,440.46
200-60-41403	602.86	.00	602.86
200-60-41405	64.98	.00	64.98
200-60-41549	1,617.90	.00	1,617.90
200-60-41703	382.17	.00	382.17
200-60-41713	.89	.00	.89
200-60-41791	9.30	.00	9.30
200-60-41795	618.00	.00	618.00
210-15-41126	35.74	.00	35.74
210-15-41215	56.52	.00	56.52

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-15-41313	195.00	.00	195.00
210-15-41323	882.24	.00	882.24
210-15-41515	222.46	.00	222.46
210-15-41709	23,836.16	.00	23,836.16
210-15-41711	242.66	.00	242.66
210-15-41713	1.77	.00	1.77
210-42-41126	71.46	.00	71.46
210-42-41313	750.00	.00	750.00
210-42-41413	1,650.67	.00	1,650.67
210-42-41713	57.64	.00	57.64
210-42-41723	290.42	.00	290.42
210-70-41126	321.60	.00	321.60
210-70-41213	46.20	.00	46.20
210-70-41313	90.00	.00	90.00
210-70-41401	19.40	.00	19.40
210-70-41549	2,915.40	.00	2,915.40
210-70-41703	1,693.15	.00	1,693.15
210-70-41711	4,440.00	.00	4,440.00
210-70-41713	.89	.00	.89
210-70-41719	811.64	.00	811.64
210-70-41775	171.42	.00	171.42
210-70-41795	1,381.26	.00	1,381.26
230-75-41549	297.50	.00	297.50
Grand Totals:	533,914.56	4,697.89-	529,216.67

## Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
09/22	3,684.80	2,100.00-	1,584.80
13/22	111,701.73	869.38-	110,832.35
10/22	418,528.03	1,400.00-	417,128.03



## Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
Grand Totals:	533,914.56	4,697.89-	529,216.67

**Return to Agenda**

## **AGENDA ITEM SUMMARY**

**DATE:** 9/26/2022 **DEPARTMENT:** Treasurer **DEPT. HEAD SIGNATURE:** BS \_\_\_\_\_

**SUBJECT:**

Treasurer's Reports – Unaudited Treasurer's Reports for the month of September, 2022.

**AUTHORITY:** ☐ ID Code 50-1011 ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**Financial Statements** for the month of September 2022 in "Snapshot" format follow. This is the preliminary report, as the pertinent FY22 payables are still coming in and we are waiting for information from the county re: property tax receivables as well as state shared revenue.

**Cash Flow Analysis** for the past four years through September of each year.

**Year to Date LOT** receipts for the month of September (September through July sales and rentals) have continued to be strong. YTD September 2022 receipts are now UP 15.91% from last year, up 71.15% from FY20, 31.94% from FYE 19, up 56.46% from FY18, up 55.12% from FYE17, increased 71.51% from FYE16, up 92.8% from FYE 15, 110.94% better than FYE 14, 121.67% better than FYE 13. The reports submitted to Sun Valley Air Services are included as is the category report. The Chamber's report for September (Draw sheet) is included for visitor numbers, etc.

**Development Impact Fees Cash Flow** report is attached.

**Investment Report** is included. LGIP interest for September is 2.09%, ~16x greater than the first four months of this fiscal year.

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Feel free to contact me if you have any questions; please approve as consent agenda item.

**FOLLOW-UP REMARKS:\***

# CITY OF HAILEY SNAPSHOT OF REVENUE, EXPENSES, FUND BALANCE AND LIQUID ASSETS

as of 9/30/2022

	General Fund		Water Fund		Waste Water		Water Replacement		Waste Water Repl	
	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget
Revenue*	7,403,034	7,400,204	1,608,515	1,772,551	2,265,447	2,296,249	683,287	128,650	466,954	86,450
Legislative	351,540	451,631								
Finance	330,288	395,817								
Comm Dev	493,037	697,715								
Police	1,396,387	1,720,276								
Streets	1,245,656	2,130,625								
Public Works	113,381	155,495								
Library	631,458	695,586								
Parks	301,262	518,251								
Fire	585,820	833,636								
Departmental Expenses	<u>5,448,829</u>	<u>7,599,032</u>	1,377,034	2,420,332	2,071,662	3,160,297	268,815	252,000	484,990	900,000
Net Revenue over Expenses	1,954,205	(198,828)	231,481	(647,781)	193,785	(864,048)	414,472	(123,350)	(18,036)	(813,550)
Fund Balance** at 9/30/2021	5,183,005	5,183,005	3,977,679	3,977,679	4,029,500	4,029,500	3,160,688	3,160,688	1,923,507	1,923,507
Change in Fund Balance	1,954,205	(198,828)	231,481	(647,781)	193,785	(864,048)	414,472	(123,350)	(18,036)	(813,550)
Fund Balance YTD	7,137,210	4,984,177	4,209,160	3,329,898	4,223,285	3,165,452	3,575,160	3,037,338	1,905,471	1,109,957
CASH IN BANKS										
Cash in Combined Checking	(1,411,706)		810,438		608,314		53,243		92,516	
LGIP	3,330,026		2,096,358		1,400,732		3,077,296		1,831,688	
LGIP	806,090		197,476		615,916					
LGIP	32,255				845,519					
LGIP CCD rate stabilization	199,077						-			
`	2,000,400		1,000,400	-	500,000		500,000			

\* For Revenue detail, please see **General Fund Cash Flow Comparison** .

\*\* Cash Fund Balance, does not include depreciable assets in proprietary funds. Unaudited.

**CASH FLOW ANALYSIS FOR FISCAL YEAR  
as of 9/30/22**

PRELIMINARY - DOES NOT INCLUDE FINAL ADJUSTMENTS

**GENERAL FUND REVENUE**

Acct No	Account Description	FYE 22		FYE 21		FYE 20		FYE 19	
		CURRENT YEAR		CURRENT YEAR		CURRENT YEAR		PRIOR YEAR	
		at 9/30/2022		at 9/30/2021	Budget	at 9/30/2020	Budget	at 9/30/19	Amd Budget
100-00-31001	Property Taxes from County	2,947,595	2,896,936	2,806,549	2,785,514	2,695,339	2,670,063	2,598,365	2,569,002
100-00-31009	Sales Tax Revenue through County			10,763	-	148,111	185,969	178,930	164,614
100-00-31910	Penalties & Interest On Taxes	12,739	14,500	10,402	14,500	6,528	14,120	40,959	14,120
100-00-31911	Motor Vehicle Fines through Co	74,083	65,000	66,202	85,000	78,719	100,000	29,939	50,000
100-00-32205	Alcohol Catering Licenses	400	1,000	280	1,000	160	3,500	1,540	4,000
100-00-32209	Police Security			-	500	0			
100-00-32210	Building Permits	865,528	588,386	662,288	225,000	309,996	250,000	284,545	301,912
100-00-32211	Business Licenses	41,974	30,000	42,290	30,000	41,955	43,000	45,825	42,500
100-00-32212	Muni Code Viol (105)		500	315		825	0	90	0
100-00-32213	Local Option Tax (1/14 add LOT for Air)	940,052	1,196,430	802,134	390,745	530,985	648,300	701,906	621,300
100-00-32215	Donations-Fireworks	14,010	15,000	17,586	7,500		15,000	15,025	15,000
100-00-32216	Donations- HPD, HPL, Misc	33,425	8,000	44,251	10,000	81,025	25,000	29,506	28,100
100-00-32220	Encroachment Permits	14,200	15,000	12,525	8,000	16,881	14,000	8,050	13,742
100-00-32230	Franchises-Cable T.V.	83,335	80,000	89,077	80,000	81,044	79,583	76,926	79,583
100-00-32234	Banner Fees	2,500	4,000	1,703	4,000	2,100	5,000	4,800	6,000
100-00-32235	Franchise Fees-Idaho Power	201,619	188,000	188,009	188,000	155,276	185,900	60,349	65,900
100-00-32236	Franchises-Intermountain Gas	74,879	66,700	64,610	66,700	61,830	73,500	60,604	73,500
100-00-32237	Rubbish Company Franchise Fees	112,496	86,800	89,471	78,800	81,851	76,000	76,871	75,330
100-00-32257	Library Fines & Memberships	7,205	4,000	6,615	10,000	7,604	15,000	11,864	19,000
100-00-32265	Park Rental Fees	20,501	10,000	22,700	10,000	7,796	16,560	12,627	20,000
100-00-32266	Hailey Rodeo Park Rental Fees		4,000	2,450	4,000		10,000	2,700	19,000
100-00-32269	Hailey Rodeo Park Security		-	-			10,000		
100-00-32273	Property Sales		2,000					2,439	10,000
100-00-32280	R. V. Dump Fees	1,141	1,500	1,289	1,200	1,316	1,000	681	1,000
100-00-32286	Sign and Fence Permits	998	2,000	1,405	2,000	979	2,500	2,370	3,000
100-00-32290	Fire Dept Permits	63,256	23,000	65,953	19,000	30,842	21,637	32,128	21,635
100-00-32294	Subdivision Inspection Permits	-	5,000	46,610	1,000	16,379	2,000	1,000	2,000
100-00-32296	Zoning Applications	78,381	33,990	52,600	25,000	45,000	29,000	31,608	35,000
100-00-32298	Maps, Copies & Postage	9,877	5,000	8,122	5,000	5,213	10,000	4,174	9,500
100-00-32413	Interest Earned	32,201	15,000	10,453	40,000	44,589	45,000	57,844	40,000
100-00-32415	Refunds	29,432	15,000	76,761	15,000	38,070	20,250	55,904	24,000
100-00-32417	Mutual Aid Reimbursements	117,600	113,250	26,001		0	0		
100-00-33510	State Shared Liquor Apport.	256,119	279,496	247,666	223,285	247,338	202,855	170,698	198,245
100-00-33550	State Shared Sales Tax * Estimating 4th Q pymt	687,463	871,554	552,892	648,158	540,998	543,188	386,982	506,954
100-00-33560	State Shared Highway Users Fund * Estimating 4th Q pymt	534,333	420,652	411,359	331,268	383,976	389,894	299,135	384,904
100-00-33570	State Shared Grant	10,450		46,395		5,014	0	284,879	
100-00-34000	CCD Public Outreach for recycling	18,749	14,800	14,912	13,330	12,660	12,500	12,812	12,000
100-00-34003	Rubbish Bookkeeping Contract	112,496	86,800	89,471	78,800	82,832	76,000	76,871	75,330
100-00-34004	Police Security Contracts	6,475	10,000	1,644	10,000	4,693	13,500	4,202	3,500
100-00-34006	Police Security Contracts-School	196,910	196,910	191,338	185,764	185,765	185,764	180,354	180,353
100-00-34007	Bellevue Marshall's Office								
100-00-34008	Room Lease/Rentals	4,500	30,000	19,301	20,000	24,080	92,109	89,427	89,427
GENERAL FUND REVENUE		7,606,921	7,400,204	6,804,392	5,618,064	5,977,768	6,087,692	5,934,929	5,779,451

Rev. Dif from previous year

802,529 826,624 42,839 390,189

**GENERAL FUND EXPENSES**

LEGISLATIVE	410,102	451,631	305,273	241,625	296,434	341,124	332,317	323,320
FINANCE	362,441	395,817	317,771	336,035	353,087	357,468	323,196	355,511
COMMUNITY DEVELOPMENT (prev PLANNING)	554,248	684,055	449,826	393,057	440,868	424,437	427,713	424,437
POLICE	1,514,373	1,720,276	1,464,052	1,546,782	1,634,412	1,645,838	1,547,542	1,562,004
STREET	1,485,958	2,130,625	1,280,905	1,422,874	1,442,450	1,513,633	1,378,304	1,460,753
ENGINEER/PUBLIC WORKS	127,432	155,495	94,146	106,449	78,426	110,384	90,575	107,110
LIBRARY	704,360	695,586	551,206	558,007	605,384	593,566	602,019	582,665
PARKS	471,162	518,251	423,417	421,937	425,803	448,909	397,509	448,909
FIRE	656,539	833,636	610,777	591,298	480,593	652,333	565,322	634,742
TOTAL EXPENSES	6,286,615	7,585,372	5,497,374	5,618,064	5,757,457	6,087,692	5,664,497	5,899,451

General Fund Balance

1,320,306 (185,168) 1,307,018 0 220,311 0 270,432 (120,000)

82.9% 97.9% 94.6% 96.0%

**PROPRIETARY FUNDS**

<b>WATER FUND REVENUE *sale of water rights*</b>	1,897,791	1,772,551	2,480,737	1,706,473	1,886,848	1,766,800	1,535,863	1,674,129
<b>WATER FUND EXPENSES</b>	1,533,005	2,420,332	1,509,339	2,149,310	1,396,276	3,006,738	1,349,265	3,089,715
<b>WATER FUND BALANCE</b>	364,786	(647,781)	971,398	(442,837)	490,572	(1,239,938)	186,598	(1,415,586)
<b>WASTE WATER FUND REVENUE</b>	2,477,464	2,296,249	2,231,374	2,050,000	2,253,120	2,050,000	2,053,562	2,019,875
<b>WASTE WATER FUND EXPENSES</b>	2,276,818	3,160,297	1,955,265	2,802,139	2,062,162	2,573,447	1,681,420	2,463,966
<b>WASTE WATER FUND BALANCE</b>	200,646	(864,048)	276,109	(752,139)	190,958	(523,447)	372,142	(444,091)
<b>WATER replacementFUND REVENUE</b>	689,370	128,650	521,213	141,720	302,603	138,640	274,766	94,620
<b>WATER replacement FUND EXPENSES</b>	280,258	252,000	169,145	252,000	84,269	123,000	85,099	58,460
<b>WATER replacement FUND BALANCE</b>	409,112	(123,350)	352,068	(110,280)	218,334	15,640	189,667	36,160
<b>WASTE WATER replacement FUND REVENUE</b>	470,169	86,450	331,796	82,160	187,581	82,160	137,547	56,260
<b>WASTE WATER replacement FUND EXPENSES</b>	491,595	900,000	204,947	523,000	0	430,000	0	430,000
<b>WASTE WATER replacement FUND BALANCE</b>	(21,426)	(813,550)	126,849	(440,840)	187,581	(347,840)	137,547	(373,740)

## CITY OF HAILEY LOCAL OPTION TAX RECEIPT AND EXPENDITURE ANALYSIS AND CASH FLOW

Y o Y 9/30/2022

EXPENDITURE DESCRIPTION	MONTH	PAYMENTS	Air Services	HAILEY ICE & CHAMBER	SR CONNECTION & MT RIDES	EMERGENCY SERVICES	TOTAL EXPENSES	1% Air	RECEIPTS	% Chg	LOT BALANCE
ACCUMULATIVE TOTALS THROUGH 9/30/06		\$0.00	Board	\$0.00		\$0.00			\$92,718.67		
FISCAL YEAR ENDING 9/30/07		\$234,196.00		\$10,000.00	\$38,000.00	\$100,000.00	\$382,196.00		\$368,300.45		
ACCUMULATIVE TOTALS THROUGH 9/30/07		\$234,196.00		\$10,000.00	\$38,000.00	\$100,000.00	\$382,196.00		\$461,019.12		
FISCAL YEAR ENDING 9/30/08		\$294,289.32		\$49,343.95	\$0.00	\$120,000.00	\$463,633.27		\$376,920.49	2%	
ACCUMULATIVE TOTALS THROUGH 9/30/08		\$528,485.32		\$59,343.95	\$38,000.00	\$220,000.00	\$845,829.27		\$837,939.61		
FISCAL YEAR ENDING 9/30/09		\$146,490.24		\$74,138.00	\$70,000.00	\$13,900.00	\$304,528.24		\$311,640.20	-17.32%	
ACCUMULATIVE TOTALS THROUGH 9/30/09		\$674,975.56		\$133,481.95	\$108,000.00	\$233,900.00	\$1,150,357.51		\$1,149,579.81		
FISCAL YEAR ENDING 9/30/10		\$167,474.64		\$69,000.00	\$75,000.00	\$0.00	\$311,474.64		\$312,734.63	0.35%	\$482.29
ACCUMULATIVE TOTALS THROUGH 9/30/10		\$842,450.20		\$202,481.95	\$183,000.00	\$233,900.00	\$1,461,832.15		\$1,462,314.44		
FISCAL YEAR ENDING 9/30/11		\$59,700.00		\$68,000.00	\$75,000.00	\$97,300.00	\$300,000.00		\$324,478.37	3.76%	
ACCUMULATIVE TOTALS THROUGH 9/30/11		\$902,150.20		\$270,481.95	\$258,000.00	\$331,200.00	\$1,761,832.15		\$1,786,792.81		
FISCAL YEAR ENDING 9/30/12		\$153,130.03		\$61,000.00	\$65,000.00	\$82,200.00	\$361,330.03		\$333,327.35	2.73%	
ACCUMULATIVE TOTALS THROUGH 9/30/12		\$1,055,280.23		\$331,481.95	\$323,000.00	\$413,400.00	\$2,123,162.18		\$2,120,120.16		
FISCAL YEAR ENDING 9/30/13		\$151,890.15		\$61,000.00	\$65,000.00	\$68,000.00	\$345,890.15		\$348,890.15	4.67%	
ACCUMULATIVE TOTALS THROUGH 9/30/13		\$1,207,170.38		\$392,481.95	\$388,000.00	\$481,400.00	\$2,469,052.33		\$2,469,010.31		
FISCAL YEAR ENDING 9/30/14		\$124,009.66	\$47,409.27	\$61,000.00	\$68,000.00	\$100,000.00	\$400,418.93	\$48,774.97	\$366,634.59	5.09%	
ACCUMULATIVE TOTALS THROUGH 9/30/14		\$1,331,180.04	\$47,409.27	\$453,481.95	\$456,000.00	\$581,400.00	\$2,869,471.26	\$48,774.97	\$2,835,644.90		\$14,948.61
FISCAL YEAR ENDING 9/30/15		\$186,664.65	\$70,087.79	\$61,000.00	\$68,000.00	\$96,787.24	\$482,539.68	\$72,106.78	\$401,126.16	9.41%	
ACCUMULATIVE TOTALS THROUGH 9/30/15		\$1,517,844.69	\$117,497.06	\$514,481.95	\$524,000.00	\$678,187.24	\$3,352,010.94	\$120,881.75	\$3,236,771.06		\$5,641.87
FISCAL YEAR ENDING 9/30/16		\$202,168.97	\$83,129.35	\$61,000.00	\$68,000.00	\$107,000.00	\$521,298.32	\$85,524.02	\$450,912.25	12.41%	
ACCUMULATIVE TOTALS THROUGH 9/30/16		\$1,720,013.66	\$200,626.41	\$575,481.95	\$592,000.00	\$785,187.24	\$3,873,309.26	\$206,405.77	\$3,687,683.31		\$20,779.82
FISCAL YEAR ENDING 9/30/17		\$239,500.00	\$93,456.19	\$65,000.00	\$72,500.00	\$138,000.00	\$608,456.20	\$96,148.34	\$498,284.09	10.51%	
ACCUMULATIVE TOTALS THROUGH 9/30/17		\$1,959,513.66	\$294,082.60	\$640,481.95	\$664,500.00	\$923,187.24	\$4,481,765.46	\$302,554.11	\$4,185,967.40		\$6,756.06
FISCAL YEAR ENDING 9/30/18		\$295,500.00	\$92,015.49	\$65,000.00	\$75,000.00	\$89,800.00	\$617,315.49	\$94,666.14	\$494,288.47	-0.80%	
ACCUMULATIVE TOTALS THROUGH 9/30/18		\$2,255,013.66	\$386,098.09	\$705,481.95	\$739,500.00	\$1,012,987.24	\$5,099,080.95	\$397,220.25	\$4,680,255.87		(\$21,604.82)
FISCAL YEAR ENDING 9/30/19		\$278,050.00	\$108,972.87	\$77,487.50	\$78,750.00	\$91,000.00	\$634,260.37	\$115,432.81	\$586,132.66	18.58%	
ACCUMULATIVE TOTALS THROUGH 9/30/19		\$2,533,063.66	\$495,070.95	\$782,969.45	\$818,250.00	\$1,103,987.24	\$5,733,341.32	\$512,653.06	\$5,266,388.53		
FISCAL YEAR ENDING 9/30/20		\$285,050.00	\$79,596.56	\$67,168.07	\$86,000.00	\$94,000.00	\$611,814.63	\$83,697.75	\$451,869.38	-22.91%	
ACCUMULATIVE TOTALS THROUGH 9/30/20		\$2,818,113.66	\$574,667.51	\$850,137.52	\$904,250.00	\$1,197,987.24	\$6,345,155.94	\$596,350.81	\$5,718,257.91		
Fire Dept	Oct-20		\$8,161.52	\$3,108.29		\$3,712.50	\$14,982.31	\$8,582.04	\$44,232.08	-10.9%	(\$38,415.69)
Downtown Beautification, Streets Maint	Nov-20	\$27,057.50	\$6,291.79	\$8,442.07		\$3,712.50	\$45,503.86	\$6,615.97	\$37,760.63	9.7%	(\$39,542.94)
	Dec-20		\$2,959.34	\$515.00	\$15,375.00	\$10,862.50	\$29,711.84	\$3,111.82	\$22,965.35	-6.3%	(\$43,177.61)
Downtown Beautification, Streets Maint	Jan-21	\$27,057.50	\$5,911.95	\$3,114.92		\$3,712.50	\$39,796.87	\$6,216.56	\$33,081.84	-24.9%	(\$43,676.08)
	Feb-21		\$7,403.17	\$3,737.56		\$3,712.50	\$14,853.23	\$7,784.62	\$43,120.34	-25.3%	(\$7,624.36)
Downtown Beautification, Streets Maint	Mar-21	\$27,057.50	\$11,394.07	\$4,366.36	\$15,375.00	\$3,712.50	\$61,905.43	\$11,981.15	\$52,428.66	7.2%	(\$5,119.98)
	Apr-21		\$11,208.53	\$4,702.05		\$3,712.50	\$19,623.08	\$11,786.05	\$54,006.19	93.5%	\$41,049.18
Downtown Beautification, Parks & Streets Maint	May-21	\$27,057.50	\$5,728.03	\$6,666.74	\$1,000.00	\$3,712.50	\$44,164.77	\$6,023.16	\$35,483.53	164.8%	\$38,391.10
Fireworks Endowment	Jun-21	\$2,500.00	\$5,293.66	\$4,683.72	\$15,375.00	\$3,712.50	\$31,564.88	\$6,880.82	\$50,690.09	229.8%	\$64,397.13
Downtown Beautification, Parks & Streets Maint	Jul-21	\$27,057.50	\$15,145.06	\$9,204.75		\$3,712.50	\$55,119.81	\$15,925.40	\$79,554.72	161.1%	\$104,757.45
Hailey Arts Commission	Aug-21	\$5,200.00	\$27,807.67	\$11,957.01		\$3,712.50	\$48,677.18	\$29,240.45	\$116,871.02	126.4%	\$202,191.74
Downtown Beaut, Parks & Streets. Lib RR, SnowEqmnt	Sep-21	\$402,057.50	\$21,782.31	\$9,994.17	\$15,375.00	\$3,712.50	\$452,921.48	\$22,904.64	\$97,025.22	80.0%	(\$130,799.88)
FISCAL YEAR ENDING 9/30/21		\$545,045.00	\$129,087.10	\$70,492.64		\$51,700.00	\$858,824.74	\$137,052.68	\$667,219.67	47.66%	
ACCUMULATIVE TOTALS THROUGH 9/30/21		\$3,363,158.66	\$703,754.61	\$920,630.16	\$966,750.00	\$1,249,687.24	\$7,203,980.68	\$733,403.49	\$6,385,477.58		
Fire Dept	Oct-21		\$13,312.08	\$0.00		\$6,395.83	\$19,707.91	\$13,997.98	\$65,823.55	48.8%	(\$70,686.27)
Downtown Beautification, Streets Maint	Nov-21	\$45,833.33	\$8,320.35	\$0.00	\$20,500.00	\$6,395.83	\$81,049.51	\$8,749.05	\$48,912.45	29.5%	(\$94,074.28)
SVED	Dec-21	\$3,000.00	\$5,483.19	\$13,331.91		\$22,395.83	\$44,210.93	\$5,765.71	\$34,732.57	51.2%	(\$97,786.93)
Downtown Beautification, Streets Maint	Jan-22	\$45,833.33	\$10,459.20	\$6,489.02	\$4,000.00	\$6,395.83	\$73,177.39	\$10,998.11	\$56,169.13	69.8%	(\$103,797.08)
	Feb-22		\$17,562.22	\$4,315.49		\$6,395.83	\$28,273.54	\$18,467.11	\$75,405.30	74.9%	(\$38,198.22)
Downtown Beautification, Streets Maint	Mar-22	\$45,833.33	\$15,724.85	\$4,718.40	\$20,500.00	\$6,395.83	\$93,172.42	\$16,535.07	\$71,249.20	35.9%	(\$43,586.37)
	Apr-22		\$13,665.36	\$8,012.02		\$6,395.83	\$28,073.21	\$14,369.46	\$62,139.35	15.1%	\$4,849.23
Downtown Beautification, Parks & Streets Maint	May-22	\$45,833.33	\$4,865.46	\$0.00		\$6,395.83	\$57,094.63	\$5,116.15	\$34,354.03	-3.2%	(\$12,775.21)
	Jun-22		\$5,054.91	\$6,768.06	\$20,500.00	\$6,395.83	\$38,718.80	\$5,315.36	\$47,138.15	-7.0%	\$959.50
Downtown Beautification, Parks & Streets Maint	Jul-22	\$45,833.33	\$15,153.91	\$14,648.66		\$6,395.83	\$82,031.74	\$15,934.71	\$68,401.12	-14.0%	\$3,263.59
Hailey Arts Commission	Aug-22	\$8,000.00	\$26,552.96	\$8,479.91		\$6,395.83	\$49,428.70	\$27,921.10	\$115,596.58	-1.1%	\$97,352.56
Downtown Beaut, Parks & Streets. Lib RR, SnowEqmnt	Sep-22	\$45,833.33	\$20,761.73	\$13,486.53	\$20,500.00	\$119,645.83	\$220,227.42	\$21,831.47	\$93,446.96	-3.7%	(\$7,596.43)
FISCAL YEAR ENDING 9/30/22		\$286,000.00	\$156,916.21	\$80,250.00	\$86,000.00	\$206,000.00	\$815,166.21	\$165,001.27	\$773,368.39	15.91%	
ACCUMULATIVE TOTALS THROUGH 9/30/22		\$3,649,158.66	\$860,670.82	\$1,000,880.16	\$1,052,750.00	\$1,455,687.24	\$8,019,146.89	\$898,404.77	\$7,158,845.97		

Year-to-date change UP 15.91% over FY21, 71.15% from FY20, up 31.94% from FY19, up 56.46% v FY18, up 55.12% v FY17, +71.15% compared with FY 16, +92.8% compared with FY 15, up 110.94% compared with FY 14, up 121.67% when compared with FY 13, +132.01% compared with FY 12 and +138.34% compared with FY11



Month of L.O.T. Payment to Retail Establishment (City receives in month following payment to business) (at 4/29/19)	Lodging & Rental Cars 3% Tax (8? Businesses)	Short Term Rentals 3% (29 ShortTerm sites) 1/31/2019	1% Air	Alcohol Beverages 2% Tax (15? Businesses)	Restaurant Food 1% Tax (23? Businesses)	Monthly Total	Penalty
FYE 9/30/2006 (3 months collected in first year)	\$79,998.51			\$11,959.47	\$31,274.14	\$123,232.12	\$ -
FYE 9/30/2007	\$219,816.63			\$47,957.72	\$105,888.56	\$373,662.91	\$346.34
FYE 9/30/2008	\$215,375.75			\$45,661.79	\$110,790.35	\$371,827.89	\$1,235.36
FYE 9/30/2009	\$163,489.38			\$40,465.86	\$102,727.58	\$306,682.82	\$1,093.57
FYE 9/30/2010	\$163,137.76	\$216.00		\$43,749.89	\$104,365.59	\$311,253.24	\$587.02
FYE 9/30/2011	\$158,010.54	\$94.84		\$45,845.48	\$111,747.96	\$315,603.98	\$750.76
FYE 9/30/2012	\$170,970.28	\$258.21		\$48,144.39	\$115,899.49	\$335,014.16	\$579.20
FYE 9/30/2013	\$180,541.81	\$316.92		\$48,526.08	\$119,782.37	\$348,850.26	\$655.81
FYE 9/30/2014	\$194,566.46	Short Term Lodging \$468.95	1% Air \$54,810.31	\$49,229.77	\$123,960.08	\$422,566.62	\$841.58
FYE 9/30/2015	\$217,876.99	\$797.14	\$72,625.66	\$51,644.80	\$133,652.48	\$475,799.93	\$1,330.55
FYE 9/30/2016	\$259,269.30	\$3,595.75	\$87,358.03	\$53,085.08	\$140,659.83	\$543,967.99	\$2,191.42
FYE 9/30/2017	\$282,533.65	\$4,956.92	\$95,830.19	\$55,985.70	\$145,871.55	\$585,178.01	\$1,944.33
FYE 9/30/2018	\$279,300.67	\$7,634.44	\$95,645.04	\$56,924.56	\$153,772.72	\$593,277.43	\$2,393.03
2019							
October	\$18,292.79	\$368.13	\$6,220.31	\$5,469.98	\$13,318.66	\$43,669.87	\$269.05
November	\$10,896.51	\$58.53	\$3,651.68	\$4,811.53	\$11,207.52	\$30,625.77	\$15.11
December	\$20,800.13	\$1,511.72	\$7,437.29	\$6,460.19	\$13,829.14	\$50,038.47	\$137.19
January	\$32,870.60	\$211.33	\$11,027.31	\$5,029.50	\$11,561.44	\$60,700.18	\$29.66
February	\$21,063.91	\$451.08	\$7,171.66	\$4,824.90	\$11,120.11	\$44,631.66	\$42.77
March	\$27,256.53	\$2,278.68	\$9,845.07	\$5,368.46	\$12,242.74	\$56,991.48	\$17.99
April	\$9,929.70	\$26,380.04	\$12,103.25	\$4,450.85	\$11,387.12	\$64,250.96	\$7,948.34
May	\$7,644.11	\$2,003.64	\$3,215.92	\$4,830.71	\$12,838.69	\$30,533.06	\$71.75
June	\$20,901.14	\$3,486.14	\$8,129.10	\$5,031.59	\$15,060.67	\$52,608.64	\$310.27
July	\$57,989.05	\$6,709.70	\$21,566.25	\$7,181.72	\$20,310.42	\$113,757.13	\$123.52
August	\$44,705.32	\$3,480.55	\$16,061.96	\$6,714.25	\$17,884.31	\$88,846.38	\$197.30
September	\$22,295.90	\$2,256.38	\$8,184.09	\$5,136.02	\$15,449.02	\$53,321.41	\$378.19
FYE 9/30/2019	\$294,645.69	\$49,195.91	\$114,613.87	\$65,309.70	\$166,209.84	\$689,975.01	\$9,541.14
2020							
October	\$15,224.85	\$1,796.93	\$5,673.93	\$4,557.55	\$13,560.64	\$40,813.89	\$126.89
November	\$7,551.53	\$1,806.54	\$3,119.36	\$3,911.87	\$10,914.86	\$27,304.15	\$44.06
December	\$22,362.10	\$2,114.69	\$8,158.93	\$5,403.69	\$13,594.32	\$51,633.72	\$72.83
January	\$38,923.22	\$2,178.98	\$13,700.74	\$4,912.46	\$12,584.29	\$72,299.69	\$551.40
February	\$26,500.10	\$3,185.54	\$9,895.21	\$5,048.40	\$12,559.20	\$57,188.45	\$21.41
March	\$14,645.72	\$559.02	\$5,068.25	\$2,255.26	\$7,374.20	\$29,902.44	\$95.65
April	\$5,472.20	\$18.60	\$1,830.27	\$205.00	\$6,125.06	\$13,651.12	\$12.74
May	\$4,502.03	\$88.84	\$1,530.29	\$1,014.45	\$9,331.85	\$16,467.46	\$26.46
June	\$11,987.72	\$2,559.27	\$4,849.00	\$2,899.17	\$12,997.87	\$35,293.03	\$28.11
July	\$27,193.57	\$4,003.88	\$10,399.15	\$4,244.09	\$17,144.52	\$62,985.20	\$13.86
August	\$31,339.07	\$2,526.55	\$11,288.54	\$3,923.45	\$16,091.47	\$65,169.07	\$8.41
September	\$22,799.80	\$2,946.32	\$8,582.04	\$3,858.86	\$16,196.28	\$54,383.30	\$46.18
FYE 9/30/2020	\$228,501.89	\$23,785.15	\$84,095.68	\$42,234.25	\$148,474.56	\$527,091.52	\$1,048.00
2021							
October	\$17,058.77	\$2,789.14	\$6,615.97	\$3,716.90	\$14,225.62	\$44,406.39	
November	\$9,113.39	\$222.08	\$3,111.82	\$2,700.79	\$11,500.17	\$26,648.25	\$79.75
December	\$14,755.91	\$3,893.78	\$6,216.56	\$2,439.16	\$12,688.46	\$39,993.87	\$20.33
January	\$19,857.78	\$3,496.07	\$7,784.62	\$3,459.33	\$13,001.32	\$47,599.11	\$328.07
February	\$33,270.92	\$2,672.54	\$11,981.16	\$3,699.39	\$12,980.60	\$64,604.61	\$35.19
March	\$30,820.76	\$4,537.39	\$11,786.05	\$4,819.71	\$14,620.22	\$66,584.12	\$129.39
April	\$14,862.42	\$3,207.05	\$6,023.16	\$4,342.24	\$14,346.76	\$42,781.62	\$59.21
May	\$17,294.38	\$3,348.08	\$6,880.82	\$5,537.21	\$15,032.32	\$48,092.80	\$785.98
June	\$42,601.19	\$5,175.02	\$15,925.40	\$5,686.77	\$19,384.73	\$88,773.11	\$1,150.16
July	\$82,976.57	\$4,744.76	\$29,240.45	\$7,152.60	\$22,210.51	\$146,324.89	\$43.59
August	\$65,002.24	\$3,711.68	\$22,904.64	\$6,019.38	\$20,335.57	\$117,973.50	\$622.79
September	\$37,564.80	\$4,429.13	\$13,997.98	\$5,551.40	\$17,225.99	\$78,769.29	\$189.93
FYE 9/30/2021	\$385,179.13	\$42,226.68	\$142,468.60	\$55,124.88	\$187,552.27	\$812,551.56	\$3,444.39
2022							
October	\$23,849.46	\$2,397.69	\$8,749.05	\$4,574.48	\$16,590.77	\$56,161.45	\$135.06
November	\$14,289.77	\$3,007.35	\$5,765.71	\$4,055.88	\$12,664.44	\$39,783.15	\$79.88
December	\$29,224.36	\$3,769.97	\$10,998.11	\$4,819.39	\$16,394.13	\$65,205.96	\$80.61
January	\$48,311.31	\$7,090.01	\$18,467.11	\$5,040.85	\$16,273.42	\$95,182.70	
February	\$44,904.64	\$4,700.57	\$16,535.07	\$5,120.73	\$14,998.07	\$86,259.08	\$5.69
March	\$38,921.84	\$4,186.53	\$14,369.46	\$4,917.46	\$15,151.72	\$77,547.00	\$13.48
April	\$13,202.72	\$2,145.72	\$5,116.15	\$5,168.46	\$16,255.09	\$41,888.13	\$61.11
May	\$12,587.78	\$3,358.29	\$5,315.36	\$4,927.99	\$16,897.17	\$43,086.58	\$15.01
June	\$42,942.07	\$4,862.05	\$15,934.71	\$6,745.45	\$20,346.80	\$90,831.07	\$26.36
July	\$78,347.27	\$5,416.01	\$27,921.10	\$7,876.24	\$23,159.83	\$142,720.45	\$202.18
August	\$61,036.43	\$4,457.97	\$21,831.47	\$5,940.75	\$21,190.58	\$114,457.20	\$51.18
FYE 9/30/2022	\$407,617.64	\$45,392.17	\$151,003.27	\$59,187.68	\$189,922.02	\$853,122.77	\$670.56
GRAND TOTAL SINCE INCEPTION	\$3,900,832.07	\$178,939.07	\$898,450.64	\$821,037.10	\$2,192,551.39	\$7,989,658.22	\$28,653.06

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	TOTAL	Budgeted
<b>Visitor Inquiries:</b>														Yet to expend
Total Number of Members	400	407	409	410	400	385	385	388	390	390	392	395	4,751	
E-mails answered	237	296	250	197	216	211	222	236	311	442	337	444	3,399	
Visitor Count	283	185	93	181	135	160	151	165	275	276	225	227	2,356	
Phone Inquiries	77	63	66	44	63	51	57	49	63	111	77	47	768	
Relocation Packets/Information	11	14	8	9	21	20	17	17	16	27	19	139	318	
Referrals to Local Businesses	211	197	333	227	211	301	297	301	422	673	555	636	4,364	
Press Releases/Articles	17	19	18	13	17	16	9	12	20	47	23	23	234	
Website Unique Visitors	2,838	2,869	2,185	3,462	2,530	2,400	2,133	2,450	4,300	7,005	3,205	3,136	38,513	
Website Total Visits	3,432	3,390	2,367	3,491	3,057	2,456	3,146	2,529	4,400	9,096	3,841	3,220	44,425	
Website Pages	5,216	5,234	3,525	5,489	4,279	4,106	4,248	4,697	8,534	12,714	5,428	5,705	69,175	
Facebook Posts	18	15	11	14	14	13	13	17	17	18	15	20	185	
Facebook Fans	9,778	9,770	9,760	9,757	9,756	9,766	9,760	9,802	9,858	9,924	10,117	10,200	118,248	
Facebook Engagements	247	401	243	608	1,014	827	582	673	748	471	1,384	3,367	10,565	
Facebook Total Reach	9,882	9,824	9,286	11,740	14,973	7,853	4,124	18,307	26,867	21,248	43,964	22,344	200,412	
Instagram Followers	774	788	797	805	810	820	825	840	860	870	890	911	9,990	
<b>Special Events/ Business Promotion</b>														\$70,250.00
Arborfest (May)													-	
Hailey Home and Garden													-	
Hailey Hotwheels													-	
Snow Carving (Feb)				425.00	421.00	250.00							1,096.00	
Chili Cookoff											125.00		125.00	
Earth Day Race						125.00	727.80						852.80	
Halloween Hoopla (October)													-	
Holiday Hoopla Tree lighting (December)			1,228.45	175.00									1,403.45	
July 4th Days of the Old West (July)							125.00	108.90	3,179.23	2,036.32	471.98		5,921.43	
Wendy Jaquet Meeting in MCall						125.00							125.00	
Rodeos (July, Aug, Sept)													-	
Sheep Town Drags (June)													-	
Turkey Trot	707.09	3,308.65	388.16		253.63								4,657.53	
Promote Hailey/business													-	
Event Insurance						2,620.00							2,620.00	
Copies													-	
Website Updates													-	
Hailey Maps							690.00						690.00	
Misc./Event supplies													-	
Event Administration/Grant	1,023.60	1,790.71	1,298.74	1,551.99	1,397.27	1,654.75	2,036.82	1,299.69	1,814.91	1,986.82	1,655.67		17,510.97	
<b>Visitor Center Staffing</b>	<b>3,300.76</b>	<b>2,950.64</b>	<b>3,467.68</b>	<b>1,994.30</b>	<b>2,503.51</b>	<b>3,131.28</b>	<b>2,672.10</b>	<b>3,233.90</b>	<b>3,919.13</b>	<b>4,192.16</b>	<b>2,044.25</b>		<b>33,409.71</b>	
Meeting Travel Expense							410.35						410.35	
Telephone/Internet	94.00	94.00	94.00	94.00	94.00	94.00	94.00	94.00		188.00			940.00	
Computer Exp/Dropbox	11.99	11.99	11.99	11.99	11.99	11.99	11.99	11.99	11.99	11.99	11.99		131.89	
Visitor center improvements/maintenance									94.30	64.62	58.26		217.18	
PPE Equipment	38.48			63.21	37.00								138.69	
<b>TOTAL</b>	<b>5,175.92</b>	<b>8,155.99</b>	<b>6,489.02</b>	<b>4,315.49</b>	<b>4,718.40</b>	<b>8,012.02</b>	<b>6,768.06</b>	<b>4,748.48</b>	<b>9,019.56</b>	<b>8,479.91</b>	<b>4,367.15</b>	<b>-</b>	<b>70,250.00</b>	70,250.00
														-

CASH FLOW of 1% LOT for FYE 22 (October - September revenues and receipt of funds)								FY22 AMENDED BUDGET							AMOUNT PAID ASB
	FY19 Actual	FY19 Actual	FY20 Actual	FY20 Actual	FY21 Actual	FY21 Actual	FY22 Budget	FY22 Budget	FY22 Budget	FY22 Actual	FY22 Actual	4.9%			
HAILEY		BED/CAR3%	BED/CAR1%	BED/CAR3%	BED/CAR1%	BED/CAR3%	BED/CAR1%	BED/CAR3%	BED/CAR1%	Bud net	BED/CAR3%	BED/CAR1%	MINUS COST	NET	
OCT		18,660.92	6,220.31	17,021.79	5,673.93	19,847.91	6,615.97	21,000.00	7,000.00	6,657.00	26,247.15	8,749.05	(428.70)	8,320.35	
Adj from underreported Aug payme			1,162.05		1,162.05				-	-			0.00	0.00	
NOV		10,955.04	3,651.68	9,358.07	3,119.36	9,335.47	3,111.82	12,000.00	4,000.00	3,804.00	17,297.12	5,765.71	(282.52)	5,483.19	
DEC		22,311.85	7,437.28	24,476.79	8,158.93	18,649.69	6,216.56	24,000.00	8,000.00	7,608.00	32,994.33	10,998.11	(538.91)	10,459.20	
JAN		33,081.99	11,027.33	41,102.20	13,700.73	23,353.85	7,784.62	36,000.00	12,000.00	11,412.00	55,401.32	18,467.11	(904.89)	17,562.22	
FEB		21,514.99	7,171.65	29,685.64	9,895.21	35,943.46	11,981.15	24,000.00	8,000.00	7,608.00	49,605.21	16,535.07	(810.22)	15,724.85	
MAR		29,535.23	9,845.07	15,204.74	5,068.25	35,358.15	11,786.05	30,000.00	10,000.00	9,510.00	43,108.37	14,369.46	(704.10)	13,665.35	
APR		36,309.74	12,103.24	5,490.80	1,830.27	18,069.47	6,023.16	24,000.00	8,000.00	7,608.00	15,348.44	5,116.15	(250.69)	4,865.46	
MAY		9,647.75	3,215.91	4,590.87	1,530.29	20,642.46	6,880.82	12,000.00	4,000.00	3,804.00	15,946.07	5,315.36	(260.45)	5,054.90	
JUNE		24,387.32	8,129.10	14,546.99	4,849.00	47,776.21	15,925.40	96,000.00	32,000.00	30,432.00	47,804.12	15,934.71	(780.80)	15,153.91	
JULY		64,698.74	21,566.24	31,197.45	10,399.15	87,721.33	29,240.44	144,000.00	48,000.00	45,648.00	83,763.28	27,921.09	(1,368.13)	26,552.96	
AUG		48,185.87	16,061.95	33,865.62	11,288.54	68,713.92	22,904.64	114,000.00	38,000.00	36,138.00	65,494.40	21,831.47	(1,069.74)	20,761.72	
SEPT		24,552.28	8,184.08	25,746.12	8,582.04	41,993.93	13,997.98	96,000.00	32,000.00	30,432.00		-	0.00	0.00	
													0.00	0.00	
													0.00	0.00	
													0.00	0.00	
													0.00	0.00	
Total		343,841.72	114,613.83	253,449.13	85,257.74	427,405.85	142,468.62	633,000.00	211,000.00	200,661.00	453,009.81	151,003.27	(7,399.16)	143,604.11	
														0.00	

PAYABLE: SUN VALLEY AIR SERVICES BOARD  
ACCOUNT CODE: 100-10-41707



-  
-  
-  
-

9/30/2022

Difference

	PARKS	POLICE	TRANSPD	FIRE	CIP	TOTAL
FEES	298,407	61,661	1,226,504	437,888	67,126	2,091,586
EXPENSES FYE 08			30,000			30,000
EXPENSES FYE 09,10				18,567		18,567
EXPENSES FYE 11	63,070					63,070
EXPENSES FYE 12	-		135,686	75,563	7,500	218,749
EXPENSES FYE 13	8,224					8,224
EXPENSES FYE 15			45,195		9,500	54,695
EXPENSES FYE 16	12,300	31,981	13,750	27,224		85,255
EXPENSES FYE 17		29,681		134,690		164,371
EXPENSES FYE 18			138,252			138,252
EXPENSES FYE 19	26,497	-	187,000	-	-	213,497
EXPENSES FYE 20						-
EXPENSES FYE 21	-		62,409	-	12,400	74,809
FY 22 Budgeted Expenses	66,000	(0)	360,819	-	-	426,819
Anticipated Bal 9/30/22	122,316	-	253,393	181,844	37,726	595,279

	PARKS	POLICE	TRANSP	FIRE	CIP	TOTAL
Truck/Street Dept			(30,000)			
Skatepark Expansion	(22,070)					
Skatepark Irr. Syst	(21,000)	-			-	
RV Dump Station	(20,000)					
Fire Station Design				(18,567)		
Woodside Roundabout			(180,881)			
Firetruck - used				(75,563)		
R Caplan CIP update					(7,500)	
TischlerBise					(9,500)	
Skatepark	(8,224)					
<b>FY16 Proposed</b> and Spent:						
Snow Plow Wing			(13,750)			
HPD Station		(25,634)				
Park Projects	(12,300)					
Fire Truck FY 16				(27,224)		
Street Projects FY17						
Public Safety Bldg FY17		(36,027)		-		
Fire Truck FY 17				(134,690)		
Chipper/Spreader 30% 74K			(22,325)			
Balmoral Park complete	(26,497)					
PW4P 2nd, Croy ETC FY18-20			(302,928)			
Snow Storage FY21			(62,409)			
CIP Update TischlerBise					(12,400)	
Anticipated FY22	(66,000)		(360,819)	-	-	
<b>Total FYE 11-22</b>	<b>176,091</b>	<b>61,661</b>	<b>973,111</b>	<b>256,044</b>	<b>29,400</b>	<b>1,496,307</b>



9/30/2022

## CITY OF HAILEY INVESTMENT REPORT

FUND	STATE INV POOL PIPER SANDLER	TOTAL
	<i>Sept interest 2.0987%</i>	
GENERAL (includes Fireworks)	3,362,280.66	3,862,280.66
GENERAL -25% OPERTING RESERVE	806,089.91	2,306,489.91
CLEAR CREEK RATE STABILIZATION	199,076.54	199,076.54
CAPITAL PROJECTS	973,700.92	1,473,700.92
CAPITAL PROJECTS ---in lieu fees	103,638.00	103,638.00
CAPITAL PROJECTS DIF Reserve	463,101.38	463,101.38
CAPITAL PROJECTS Public Art	32,726.71	32,726.71
CAPITAL PROJECTS Pathways 4 P	234,446.02	234,446.02
<b>CAPITAL PROJECTS Total</b>	<b>1,807,613.03</b>	<b>1,807,613.03</b>
SUNBEAM ANNEX DEPOSIT	1,349.64	1,349.64
ARPA FUNDS	1,376,616.09	1,876,616.09
RODEO PARK PROPERTY TAX RCPTS	73,364.13	73,364.13
WATER REVENUE	2,096,358.45	3,096,758.45
WATER RATE STABILIZATION	197,476.28	197,476.28
WASTE WATER REV	1,400,731.74	1,900,731.74
WASTE WATER BOND RESERVE	615,915.64	615,915.64
WASTE WATER RATE STABILIZATION	845,519.18	845,519.18
WATER REPLACEMENT	3,077,295.80	3,577,295.80
WASTE WATER REPLACEMENT	1,831,687.51	1,831,687.51
<b>TOTAL</b>	<b>17,691,374.60</b>	<b>22,692,174.60</b>

**Return to Agenda**



## AGENDA ITEM SUMMARY

**DATE:** 10/24/2022 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to approve Ordinance No.\_\_\_\_, amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment, and change the parking requirement for theatres from one (1) parking stall per 4.5 persons to one (1) parking stall per one thousand (1,000) square feet of gross building area. **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code N/A  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The Applicant, the Williams Family Trust, requests a text amendment to support the viability of a movie theatre business at 801 N. Main Street (Lots 2, Block 2) in the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts. The Applicant contends that a movie theatre business under the current and localized conditions is only viable if the required parking area footprint is minimized. Specifically, the Applicant proposes to change parking requirements for theaters from one (1) parking stall per four-and-one-half (4.5) persons to one (1) parking stall per 1,000 square feet of gross building area by removing "theatres" from the exception laid out in the table under Section 17.09.040.02.

The Text Amendment Application was submitted on August 11, 2022. On September 19, 2022, the Planning and Zoning Commission held a public hearing, considered, and approved the proposed Text Amendment.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line-Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: 10/23/2022  
Staff Contact: Robyn Davis Phone # 788-9815 #2015

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**MOTION LANGUAGE:**

**Approval:** Motion to approve and conduct the first reading of Ordinance No.\_\_\_\_, an Ordinance amending the Hailey Municipal Code—Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment— to change the parking requirements for theaters from 1 parking stall per 4.5 persons to 1 parking stall per 1,000 square feet of gross building area, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare, and read by title only.

**Denial:** Motion to deny Ordinance No.\_\_\_\_, amending the Hailey Municipal Code— Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment— to change the parking requirements for theaters from 1 parking stall per 4.5 persons to 1 parking stall per 1,000 square feet of gross building area, 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].

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**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

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**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

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**FOLLOW-UP:**

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

Copies (all info.):      Copies

Instrument # \_\_\_\_\_



**STAFF REPORT**  
**Hailey City Council**  
**Regular Meeting of October 24, 2022**

**To:** Hailey City Council

**From:** Cece Osborn, Community Development City Planner

**Overview:** Consideration of a Text Amendment to Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment to change the parking requirement for theatres from one (1) parking stall per 4.5 persons to one (1) parking stall per one thousand (1,000) square feet of gross building area. The Applicant, Williams Family Trust, requests the text amendment to support the viability of a movie theatre business at 801 N. Main Street (Lots 2, Block 2) in the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts.

**Hearing:** October 24, 2022

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**Applicant:** Williams Family Trust, represented by Samantha Stahlnecker, PE, of Opal Engineering

**Location:** 105 & 111 Empty Saddle Trail (Lot 1, Block 2 and Lot 1, Block 1, Saddle River Subdivision) & 801 N. Main Street (Lot2, Block 2, Saddle River Subdivision)

**Zoning:** Business (B) and Downtown Residential Overlay (DRO) Zoning Districts

**Notice:** Notice for the public hearing was published in the Idaho Mountain Express and mailed to public agencies on the same day, October 4, 2022.

**Background:** The Applicant owns Lots 1-2, Block 2 (105 Empty Saddle Trail & 801 North Main Street) in Hailey, as well as Lot 1, Block 1 (111 Empty Saddle Trail), of which, all three are a part of the Saddle River Subdivision and located within the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts.

Lot 2, Block 2 of Saddle River Subdivision (801 North Main Street) has operated as a four-plex cinema with seating for a total of five hundred (500) persons. Under a Development Agreement and subsequent amendments (Instrument Numbers 507867 and 544996), the Applicant:

- dedicated a portion of the property to the City of Hailey as an extension of River Street,
- committed to and constructed curb, gutter, sidewalk, and utility improvements on the westside of Main Street, southside of Empty Saddle, and both sides of the River Street extension,
- contributed \$6,000 for the installation of asphalt pavement along the River Street extension, and \$25,000 for a credit of eight (8) parking spaces (the original Development Agreement stipulated a

parking space credit of 29 spaces; the First Amended Development Agreement increased the parking credit to a new total of 37 spaces); and

- developed a total of 136 parking spaces, within the subdivision and for the movie theatre building. The breakdown of parking within Phase I is as follows:
  - 79 parking spaces off-site (on an adjacent lot, owned by the Applicant),
  - 20 on-street parking spaces, and
  - 37 parking spaces credit, as negotiated by the City Council in the First Amended Development Agreement.

Phase II of the project required a total of 172 parking spaces, or an additional 36 parking spaces onsite. However, Phase II included the construction of two (2) additional movie-plexes that were never constructed.

During the height of the COVID-19 pandemic, the movie theatre business was closed for an extended period, and upon reopening, experienced low attendance numbers. In hopes of attendance numbers increasing post-pandemic, the Applicant subsidized the movie theater business by renting the premises for less than market-rate. Unfortunately, the attendance numbers did not increase enough to support a return to market-rate rent, and the movie theatre business closed on August 31, 2022. As such, the building at 801 North Main Street is currently vacant.

Given the unique building layout and the shared value of the movie theatre as an important community amenity, the Applicant and City Staff would like to maintain the movie theatre use at 801 North Main Street. When assessing the viability of a movie theatre business in downtown Hailey, the Applicant finds the following conditions to be challenging:

1. The current economy of reduced box-office revenue,
2. High labor costs, and
3. The high cost of land in Downtown Hailey.

The Applicant contends that a movie theatre business under the aforementioned conditions is only viable if the required parking area footprint is not only reduced but minimized. Therefore, the Applicant is proposing a Text Amendment to the required parking for theatres— stating, “...a reduction in required parking would allow the existing movie theatre to remain as an amenity for the City of Hailey and its residents.” In the Text Amendment Application, the Applicant elaborates on and justifies the proposed Text Amendment with the following considerations:

1. The previous movie theatre business found the parking lot to be underutilized;
2. The applicable Zoning Districts favor higher density, which could be achieved with in-fill development instead of parking; and
3. The City’s Comprehensive and Master Transportation Plans prefer a) enriching activity centers (like movie theatres) and b) non-motorized transportation modes in Downtown Hailey.

Specifically, the Applicant proposes to change parking requirements for theaters from one (1) parking stall per four-and-one-half (4.5) persons to one (1) parking stall per 1,000 square feet of gross building

area by removing “theatres” from the exception laid out in the table under **Section 17.09.040.02**. Below is the proposed modification:

**17.09.040.02: COMMERCIAL, PROFESSIONAL, SERVICE, RECREATION, AND ENTERTAINMENT:**

All commercial, professional, service, recreation and entertainment uses shall provide improved parking in the amount of one (1) parking space for every one-thousand (1,000) square feet of gross building area, except as follows:

Athletic fields and other outdoor sports facilities	1 space per 5,000 square feet of gross land area.
Auditoriums, <del>theatres</del> , sports arenas, and other assembly areas not otherwise regulated herein	1 space for each 4.5 persons at the rated maximum occupancy of the building.
Golf course	2 spaces per hole, 2 spaces per driving range and 2 spaces per putting green, plus space as required for any clubhouse.
Tennis courts	1 space per court.

(Ord. 1191, 2015)

**Procedural History:** The Text Amendment Application was submitted on August 11, 2022. On September 19, 2022, the Planning and Zoning Commission held a public hearing, considered, and approved the proposed Text Amendment. On October 24, 2022 a public hearing before the City Council will be held in-person at City Hall and virtually via GoTo Meeting.

**Standards & Criteria for Review:**

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

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

**1. The proposed amendment is in accordance with the Comprehensive Plan.**

A Text Amendment to sustain and encourage the movie theatre use associated with the Applicant's property at 801 North Main Street meets several of the goals of the Comprehensive Plan. Below are the Comprehensive Plan goals that Staff finds most relevant to this project:

- **Section 5: Land Use, Population and Growth Management**

- **5.2 Maintain Downtown as the area containing the greatest concentration of commercial, cultural, civic activity and the priority area for encouraging higher density commercial and mixed use (commercial and residential) development.**

The proposed Text Amendment supports maintaining an activity center—the movie theatre—in Downtown Hailey, adding to its concentration of commercial, cultural, and civic activity. The proposal may also encourage higher density. For example, if land is not required for parking it can be developed for higher density commercial and mixed-use purposes.

- **5.5 Lessen dependency on the automobile.**

The Applicant's property is located on a public transit thoroughfare (Main Street) and adjacent to River Street, where walking and bicycling is the City's preferred mode of transportation. In accordance with the existing public transit services on Main Street and in-progress walking and infrastructure on River Street, the Applicant's request to lower the parking requirement for movie theatres aligns with the Comprehensive Plan's goal to lessen dependency (and use) of single-occupancy vehicles.

- **Section 7: Demographics, Cultural Vitality, Social Diversity & Well-Being**

- **7.2 Encourage projects and programs that seek to provide opportunities for cultural, cross-cultural, and educational enrichment.**

The movie theatre use that the Applicant seeks to maintain and support, through this Text Amendment Application, may serve as an activity center that will provide cultural, cross-cultural, and educational enrichment.

- **Section 10: Transportation**

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

By lessening dependency on automobiles and supporting non-motorized modes of transportation—for example, through the River Street Mobility Concept—the City of Hailey adheres to its goal of creating and maintaining a pedestrian and bicycle-friendly community with a safe, convenient, and efficient multi-modal transportation system. Shifting resources and land-use to favor walking and biking, rather than driving, will aid the City of Hailey in accomplishing the



goals laid out in the Comprehensive Plan.

For additional examples of Comprehensive Plan goals that are relevant to this proposal, see the attached Test Amendment Application.

**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.**

While the Text Amendment Application does not impose additional costs for public facilities and services, it proposes to reduce the amount of parking that the Applicant will provide for a future movie theatre business. Currently, Staff believes the amount of parking available on River Street is adequate, if not in excess. Furthermore, the proposed Text Amendment would allow for infill development that may create higher density uses, which overall make more efficient use of public facilities and services. Staff does not foresee any additional public costs associated with the proposed Text Amendment.

**3. The proposed uses are compatible with the surrounding area.**

The proposed Text Amendment seeks to sustain and encourage movie theatre use in Downtown Hailey by lessening the theatre parking requirement. Doing so also allows for in-fill development in the Downtown Residential Overlay (DRO) Zoning District, where higher-densities are desired and planned. Both potential outcomes of the proposal—entertainment and in-fill development— are compatible with the existing uses and planning goals for the surrounding area and underlying zoning districts.

**4. The proposed amendment will promote the public health, safety, and general welfare.**

As explained above, the proposed Text Amendment adheres to the goals of the Hailey Comprehensive Plan. By supporting plans for high-density infill development, multi-modal transportation, and cinematic arts in Downtown Hailey, the proposed Text Amendment supports the public health, safety, and general welfare of the Hailey Community.

**MOTION LANGUAGE:**

**Approval:**

Motion to approve and conduct the first reading of Ordinance No.\_\_\_\_, an Ordinance amending the Hailey Municipal Code—Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment— to change the parking requirements for theaters from 1 parking stall per 4.5 persons to 1 parking stall per 1,000 square feet of gross building area, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare, and read by title only.

**Denial:**

Motion to deny Ordinance No.\_\_\_\_, amending the Hailey Municipal Code— Title 17: Zoning

Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment— to change the parking requirements for theaters from 1 parking stall per 4.5 persons to 1 parking stall per 1,000 square feet of gross building area, 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].

**HAILEY ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17: ZONING REGULATIONS, CHAPTER 17.09: PARKING AND LOADING SPACES, SECTION 17.09.040.02: COMMERCIAL, PROFESSIONAL, SERVICE, RECREATION AND ENTERTAINMENT, TO CHANGE THE PARKING REQUIREMENT FOR THEATRES FROM ONE (1) SPACE PER 4.5 PERSONS TO ONE (1) SPACE PER ONE THOUSAND (1,000) SQUARE FEET OF GROSS BUILDING AREA; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Municipal Code will generally conform to the Hailey Comprehensive Plan;

WHEREAS, the amendments will not create excessive additional requirements at public cost for public facilities and services; and

WHEREAS, the amendment will be in accordance with the safety and welfare of the general public.

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

Section 1. Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment, is hereby amended by removing “theatres” from the following the table, as indicated by the bolded strike-through:

**17.09.040.02: COMMERCIAL, PROFESSIONAL, SERVICE, RECREATION, AND ENTERTAINMENT:**

All commercial, professional, service, recreation and entertainment uses shall provide improved parking in the amount of one (1) parking space for every one-thousand (1,000) square feet of gross building area, except as follows:

Athletic fields and other outdoor sports facilities	1 space per 5,000 square feet of gross land area.
Auditoriums, <del>theatres</del> , sports arenas, and other assembly areas not otherwise regulated herein	1 space for each 4.5 persons at the rated maximum occupancy of the building.
Golf course	2 spaces per hole, 2 spaces per driving range and 2 spaces per putting green, plus space as required for any clubhouse.
Tennis courts	1 space per court.

(Ord. 1191, 2015)

Section 3. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 4. Repealer Clause. All City of Hailey ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after the required three (3) readings, 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, City of Hailey

**Return to Agenda**

## **AGENDA ITEM SUMMARY**

**DATE:** 10/24/2022 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to approve Resolution 2022-\_\_\_\_\_, authorizing the Mayor's signature on a Second Amended Development Agreement Application for the Saddle River Subdivision Development, which reduces the Applicant's parking requirement to the existing movie theatre, as approved in the Applicant's Text Amendment Application to Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment.

### **ACTION ITEM**

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code N/A  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The Applicant, the Williams Family Trust, requested a text amendment to support the viability of a movie theatre business at 801 N. Main Street (Lots 2, Block 2) in the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts. The Applicant contends that a movie theatre business under the current and localized conditions is only viable if the required parking area footprint is minimized. Specifically, the Applicant proposed to change parking requirements for theaters from one (1) parking stall per four-and-one-half (4.5) persons to one (1) parking stall per 1,000 square feet of gross building area by removing "theatres" from the exception laid out in the table under Section 17.09.040.02. On September 19, 2022, the Planning and Zoning Commission held a public hearing, considered, and approved the proposed Text Amendment. On October 24, 2022, the City Council is scheduled to consider and hold a public hearing on the Text Amendment application.

This Application to amend the Saddle River Subdivision Development Agreement reflects the Applicant's proposed Text Amendment, proposing to reduce the required parking for the Saddle River Subdivision in the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line-Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: 10/23/2022  
Staff Contact: Robyn Davis Phone # 788-9815 #2015

### **ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve Resolution 2022-\_\_\_\_\_, authorizing the Mayor's signature on a Second Amended Development Agreement Application for the Saddle River Subdivision, which reduces the Applicant's parking requirement, as approved in the Applicant's Text Amendment Application to Title 17: Zoning Regulations, Chapter 17.09: Parking and Loading Spaces, Section 17.09.040.02: Commercial, Professional, Service, Recreation, and Entertainment. **ACTION ITEM**

### **ADMINISTRATIVE COMMENTS/APPROVAL:**

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

### **ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_  
City Clerk \_\_\_\_\_

### **FOLLOW-UP:**

\*Ord./Res./Agrmt. /Order Originals: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_  
2018



Instrument # \_\_\_\_\_

**CITY OF HAILEY**  
**RESOLUTION NO. 2022-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO  
SADDLE RIVER SUBDIVISION DEVELOPMENT AGREEMENT, PERTAINING TO  
105 & 111 EMPTY SADDLE TRAIL (LOT 1, BLOCK 2 AND LOT 1, BLOCK 1,  
SADDLE RIVER SUBDIVISION) AND 801 NORTH MAIN STREET (LOT 2, BLOCK 2,  
SADDLE RIVER SUBDIVISION) IN THE BUSINESS (B) AND DOWNTOWN  
RESIDENTIAL OVERLAY (DRO) ZONING DISTRICTS.**

WHEREAS, the Williams Family Trust, Latham Williams, Trustee (“Williams”), and the City of Hailey, Idaho, a municipal corporation (“Hailey”) (collectively Williams and Hailey are referred to as the “Parties”) entered into the Saddle River Subdivision Development Agreement (“Development Agreement”), recorded as Instrument No. 507867, records of the county recorder, Blaine County, Idaho;

WHEREAS, the Parties also entered into a First Amendment to the Saddle River Subdivision Development Agreement (“First Amendment”), recorded as Instrument No. 544996, records of the county recorder, Blaine County, Idaho;

WHEREAS, the City of Hailey has reduced parking requirement for movie theatres to make them more economically viable as an amenity with the City of Hailey; and

WHEREAS, the Parties desire that Williams have the flexibility to allocate in-lieu parking spaces to any lot within the Business (B) Zoning District rather than have them be solely an appurtenance to Lot 2, Block 2.

WHEREAS, the City of Hailey agrees to the terms and conditions of the Second Amendment to the Development Agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY THAT CITY OFFICIALS ARE HEREBY AUTHORIZED TO SIGN THE ATTACHED SECOND AMENDMENT TO SADDLE RIVER SUBDIVISION DEVELOPMENT AGREEMENT.**

Passed this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF HAILEY

\_\_\_\_\_  
Martha Burke, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

## **SECOND AMENDMENT TO SADDLE RIVER SUBDIVISION DEVELOPMENT AGREEMENT**

This Second Amendment to Saddle River Subdivision Development Agreement (“Amendment”) is made and entered into by and between the Williams Family Trust, Latham Williams, Trustee (“Williams”), and the City of Hailey, Idaho, a municipal corporation (“Hailey”) (collectively Williams and Hailey are referred to as the “Parties”).

### **RECITALS**

A. The Parties entered into the Saddle River Subdivision Development Agreement (“Development Agreement”), recorded as Instrument No. 507867, records of the county recorder, Blaine County, Idaho. The Parties also entered into a First Amendment to the Saddle River Subdivision Development Agreement (“First Amendment”), recorded as Instrument No. 544996, records of the county recorder, Blaine County, Idaho.

B. Hailey has reduced or is in the process of reducing the parking requirement for movie theatres to make them more economically viable as an amenity with the City of Hailey.

C. The Parties desire that Williams have the flexibility to allocate in-lieu parking spaces to any lot within the Business (B) Zoning District rather than have them be solely an appurtenance to Lot 2, Block 2.

### **AGREEMENT**

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in the Amendment below as though set forth in full, the Parties agree as follows:

1. Amendment. The Parties agree to amend Paragraph 5 of the Development Agreement by deleting the language provided in the First Amendment and replacing it in its entirety as follows:

5. The City hereby irrevocably grants Williams an in-lieu parking credit of thirty seven (37) spaces which credit shall be an appurtenance of any lot within the Business (B) Zoning District in perpetuity.

2. All other terms and conditions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above mentioned.

WILLIAMS FAMILY TRUST

CITY OF HAILEY

\_\_\_\_\_  
BY: Latham Williams, Trustee

\_\_\_\_\_  
BY: \_\_\_\_\_, Mayor

**ATTEST:**

(Seal)

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Latham Williams, known or identified to me to be the person whose name is subscribed to the within instrument as the Trustees of the Williams Family Trust and acknowledged to me that he executed the same as such Trustee of the Williams Family Trust.

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

Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
COUNTY OF BLAINE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 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, who executed the foregoing instrument, and acknowledged to me that she executed the same.

In witness thereof, I have set my hand and affixed my seal the day and year in this certificate above written.

(Seal)

Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Return to Agenda**

## AGENDA ITEM SUMMARY

**DATE:** 10/24/22    **DEPARTMENT:** Administration    **DEPT. HEAD SIGNATURE:** LH

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**SUBJECT:** Clear Creek Disposal Rate Increase Request

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**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code Ord. 1282;  
Resolutions 21-044 and 21-045

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### **BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

As permitted under the governing documents, Clear Creek Disposal is requesting a commercial and residential solid waste/curbside recycle rate increase based on several key inflationary factors:

- 13% increase in labor costs
- 76% increase in fuel costs
- 11 % increase in tipping fees at Milner Butte Landfill

The city-adopted rates include recycling within the base fee.

Attachments to this report:

- 1) [Letter from Clear Creek Disposal requesting rate increase and supporting documentation](#)
- 2) [Ordinance No. 1282 \(background only, no changes proposed\)](#)
- 3) [Resolution 2021-044 \(proposed to be replaced with new rates after discussion and public hearing tonight and on November 14\)](#)
- 4) [Resolution 2021-045 \(proposed to be replaced with new resolution due to amendments to the Hold-back Provision, Section 5.c\)](#)
- 5) [Resolution 2022- , proposed for adoption tonight, after public hearing and deliberation to amend Hold-back Provision\)](#)
- 6) [Circular Economy Task Force Goals](#)

### **Background**

After months of negotiation and discussion, the City adopted a new Franchise Agreement with Clear Creek Disposal on May 10, 2021 (**Ord. No. 1282**). The Franchise Agreement grants use of city streets and rights of way exclusively to Clear Creek Disposal for a ten (10) year term. The Franchise Agreement creates definitions, creates a grant of franchise and makes solid waste services mandatory within city limits; outlines rights and obligations of the City; duties of residential and commercial customers; annexation provisions. Much discussion took place regarding curbside recycling. The 2021 Franchise Agreement Ordinance provides for continued work to occur in the first year to complete the effort toward development of more recycling programs. See Recycling section of this report for further updates on this topic.

The City also adopted two resolutions related to the above. **Resolution 2021-045** outlines the terms of the Franchise Agreement. **Resolution 2021-044** establishes rates for the various types of garbage service outlined in the Franchise Agreement. Both resolutions are attached to this report.

**Resolution 2021-045:** terms of the Franchise Agreement. This document stipulates a list of approved fees, duties and responsibilities of the contractor and the city, franchise fees, data collection. Hailey's responsibilities include billing of customers (included in the municipal utility bill) and payment to Clear Creek. Section 5.c stipulates that Hailey remit fees collected to the



contractor on a monthly basis, less 7% retained for billing services and 6% for the exclusive franchise fee. See discussion of Hold-back provision further in this report.

Resolution 2021-045 stipulates that the new fees shall be effective within 60 days of any amendment to this agreement.

### **Request by Clear Creek.**

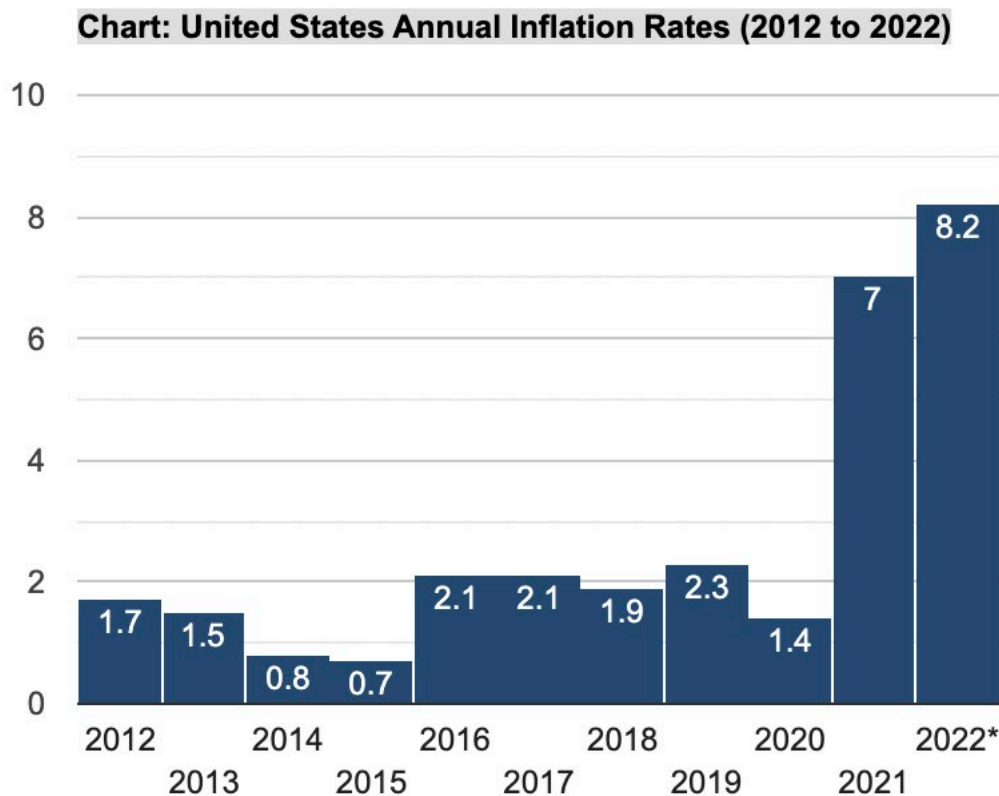
The attached letter dated October 18, 2022, outlines Clear Creeks request for the rate increase. In a nutshell, the rate increase is based on inflationary factors:

13% increase in labor costs

76% increase in fuel costs

11% increase in tipping fees at Milner Butte Landfill

Staff concurs that inflation is affecting all aspects of service provision in the current economy.

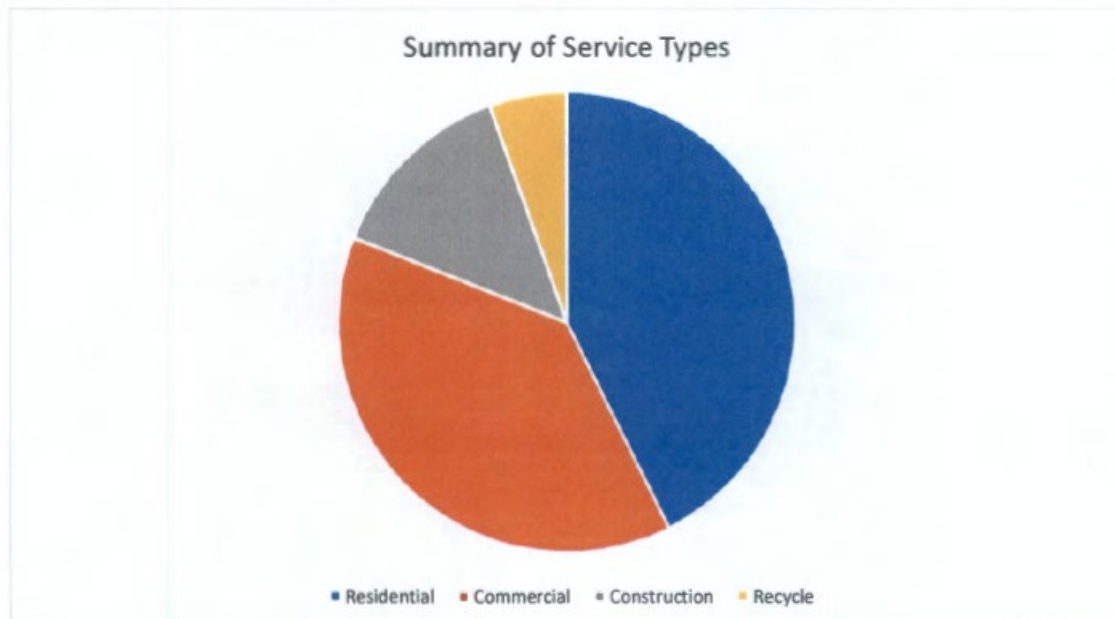


Resolution 2021-044. Rates were established in Resolution 22-144, with the rate table shown in the attachment. At the time of adoption, Council wished to encourage migration to smaller carts. Therefore, the rate for smaller carts was pushed lower than initially recommended by Clear Creek, and the rates for medium and larger carts pushed higher. Additionally, the charge for switching cart size was waived for the initial six (6) months to encourage cart migration to small carts. While there was a period of migration of 30 smaller carts in the initial month, these numbers dropped to approx. 5 per month, which was fully offset by similar increases in cart size in the same month. Staff and Clear Creek have concluded that the rate incentives were largely ineffective. While the City retains a goal of encouraging households to move towards smaller

carts, staff recommends that the rate increase be consistent across residential cart size, for simplicity and future tracking of rates and costs.

The attached documents outline how Clear Creek arrived at the rate increase. Staff has reviewed these numbers and is comfortable with the methodology. Staff has suggested that the rate increase be slightly less for residential customers, who comprise the bulk of the service contract. Clear Creek has proposed that the rate for residential customers be increased by 6.6%. Commercial rates are based on a complex chart that outlines cart and dumpster size and frequency of pickup. Commercial pickup is broken down as per the following chart:

Residential	Commercial	Construction	Recycle	Total
652,292	658,382	214,953	8,457	1,534,084
78,625	70,277	42,493	94,899	286,294
78,133	-	-	-	78,133
809,050	728,659	257,446	103,356	1,898,511



Clear Creek is proposing that commercial rates be increased by 9%. Staff and the applicant have discussed if certain sectors of the commercial rate payers should be charged a higher percentage of the rate increase, such as the construction sector, which comprises 13.6% of the commercial customers. Clear Creek has expressed a strong concern that, if the new rate is increased for the construction sector over other commercial customers and the construction economy slows, an additional rate adjustment would be needed very quickly. Staff and Clear Creek concur that annual rate increases are the most stable and predictable for both commercial and residential customers, and that adopting a rate that could require change within the first or second quarter will be difficult for financial planning on the part of the rate payers. Therefore, staff concurs that the commercial rate increase be adopted as a flat percentage spread equally across the commercial customers.

In summary, staff concurs that the rate increase is reasonable given the cost factors outlined by Clear Creek and inflationary issues throughout the economy. The Council should discuss if they concur with a higher rate increase of 9% for commercial rate payers and a lower rate increase

of 6.6% for residential customers. This is the recommendation of staff, Alternately, the Council could consider a straight rate increase for all customers, which would be approximately 8%.

### **Hold Back Proviso Trust Account**

As outlined in the Background section of this report, Section 5.c stipulates that Hailey remit fees collected to the contractor on a monthly basis, less 7% retained for billing services and 6% for the exclusive franchise fee. Section 5.c(i) outlines a Hold-back provision under which monthly payments to Clear Creek may not exceed \$140,000, with excess collections being held in an interest-bearing trust account ...*“to benefit the ratepayers in future rate resetting, including those contemplated, under negotiation, new services.”*<sup>1</sup> Staff concurs with Clear Creek that the intent of the Hold-back provision was for new and expanded services, generally related to recycling and NOT for new growth. Clear Creek has been servicing new customers over the last year and absorbing the costs: a total of 56 new customers since 6/1/21-present. Staff concurs that the applicant should be re-imbursed now from this Hold Back Trust Account for costs associated with new growth absorbed during the contract year (June 1, 2021, through May 30, 2022), and that Council approve staff to reimburse for the remainder of the period until the new rates are in effect once those costs are documented to the satisfaction of staff. See motions of approval related to this matter: \$82,439.00 has been documented during this time period. Adoption of higher rates requires the “ceiling” be increased on this Hold Back Trust Account. Staff and Clear Creek concur that a new maximum monthly payment of \$158,000 is reasonable based on staff review of the contract revenues.

Regarding the purpose of the Hold Back Proviso, staff questions the effectiveness of this clause, and the fairness of it overall to the rate payers. Staff will bring back a more thorough discussion of this matter in an upcoming meeting.

### **New Recycling Services Progress Report**

Progress has been made over the last year to explore expanded recycling opportunities in Hailey. This includes:

- 1) **Successful installation of the new Carboard Compactor.** The new compactor was installed by Clear Creek on 2/01/2022. Contamination rate has significantly dropped with the new equipment. The installation of cameras has allowed staff and/or Clear Creek to contact violators (those leaving other than carboard at the site), educate those who cannot figure out the equipment and leave their carboard outside of the compactor (see recent Hailey Facebook post on this matter) and other violations. The staff report in the May 9, 2022, Council packet contained further statistics regarding cardboard recycling overall in Hailey. Clear Creek checks the compactor site daily during the week and on weekends as needed.
- 2) **Regional Sustainability planning, recycling and waste reduction.** Hailey has allocated significant staff participation in the regional sustainability effort, which includes staff assistance and participation in the development of the Circular Economy Task Force goals (attached to this report). This Task Force, which includes Hailey, other jurisdictions, Clear Creek, Winn and other stake holders, has established regional goals for recycling and waste reduction. This will be incorporated into a Regional Sustainability Plan in late 2022 or early 2023. The strongest, most successful recycling efforts will result from this regional collaboration, and staff does not recommend that Hailey embark on a separate curbside recycling program until the regional effort is completed.
- 3) **Countywide Request for Proposals to study recycling opportunities.** The County is

<sup>1</sup> Hailey Resolution 2021-045, Section 5.c(i)

preparing a Request for Proposal this fall/winter to study the pros and cons of all options to increase the recycling rate, including rate setting on a countywide basis. This study will greatly inform Hailey as to recycling possibilities and will introduce new factual information.

- 4) **Grant for community compostable recycling.** Hailey was recently awarded \$31,575 for a grant to install three (3) community compostable recycling bins, and to conduct public outreach and education on this program. The bins will be delivered in January. Staff is working with Clear Creek and interested stakeholders to determine a project launch date. Council has been updated on this grant, and updates will continue. A key piece related to a compostable materials program is a receiving contract with Winn's Composting, and a grant of right of use from the State of Idaho to Winn for his compost facility at Ohio Gulch. That grant of right was issued by the State in 2021.

Staff recommends that we continue to participate in the regional sustainability effort and re-examine curbside recycling opportunities after a regional plan is developed. If a new curbside program is launched, trucks to service the program are over a year out on order. The launch of the community compostable recycling sites in early 2023 will also provide essential information as community interest in reduction of compostable waste.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

____ City Attorney	____ Finance	____ Licensing	____ <input checked="" type="checkbox"/> Administrator
____ Library	____ Community Development	____ P&Z Commission	____ Building
____ Police	____ Fire Department	____ Engineer	____ W/WW
____ Streets	____ Parks	____ Public Works	____ Mayor

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

- 1) Conduct public hearing, and discussion by City Council and direction to staff as to residential and commercial rate increase; this item will be brought for adoption on November 14, 2022.
- 2) Motion to approve Resolution 2-22-\_\_\_\_, a resolution amending RESOLUTION 2021-045, Section 5.c(i), Hold Back Proviso, to increase the monthly maximum payment amount to the Contractor from \$140,000 to \$158,000.
- 3) Motion to direct staff to remit \$82,439 from the Clear Creek Hold Back Trust account to cover the costs of new services for the contract period June 1, 2022, through May 31, 2022.
- 4) Motion to approve staff to reimburse for the remainder of the period until the new rates are in effect once those costs are documented to the satisfaction of staff.

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**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

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**FOLLOW-UP:**

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

Copies (all info.):

Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_

Copies (AIS only)

C L E A R   C R E E K   D I S P O S A L

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • [www.ccdisposal.com](http://www.ccdisposal.com)

October 18, 2022

Lisa Horowitz, City Administrator  
City of Hailey  
115 S Main St. Suite H  
Hailey, ID 83333

Re: Fund Settle Up & Rate Increase October '22

Dear Ms. Horowitz,

As a result of our meetings with City Staff on 10/4/22, 10/12/22 & 10/18/22, regarding our correspondence of 9/22/22 Clear Creek Disposal has recalculated its residential and commercial rates. The effective rate increase for residential collection will increase by 6.6%. The effective rate increase for commercial will increase by 9%. The actual pricing for residential service will be as follows:

Small Cart - \$12.28  
Medium Cart - \$27.55  
Large Cart - \$40.51

Please see the attached pricing for all other services.

The attached documents from Lallman CPA's & Advisors addresses the full accounting for new services for the contract period 6/1/22 to 5/31/22. As a result of the contract terms, funds have been accumulated in the Hold-back Trust account. Of these funds, Clear Creek Disposal is owed \$82,439.00 for this time period. Clear Creek is also owed \$27,235.00 for the period 6/1/22 to 9/30/22.

Finally, the new contract monthly payment established after the rate increase takes place will be \$158,000.00. This will leave a final settlement for the period 10/01/22 to the date of this increase to account for.

Respectfully,



Mike Goitiandia  
Clear Creek Disposal



City of Hailey			
Hailey Business Carts			Rates
Cart Delivery			\$11.30
Cart Final			\$22.60
Size	Frequency		Monthly Charge
32 Cart	1XWeek		\$12.83
32 Cart	2XWeek		\$24.17
32 Cart	3XWeek		\$35.50
32 Cart	4XWeek		\$46.83
32 Cart	5XWeek		\$58.16

Size	Frequency		Monthly Charge
68 Cart	1XWeek		\$22.87
68 Cart	2XWeek		\$44.24
68 Cart	3XWeek		\$65.62
68 Cart	4XWeek		\$86.98
68 Cart	5XWeek		\$108.36

Size	Frequency		Monthly Charge
95 Cart	1XWeek		\$30.45
95 Cart	2XWeek		\$58.25
95 Cart	3XWeek		\$86.04
95 Cart	4XWeek		\$113.84
95 Cart	5XWeek		\$141.63

Hailey FL Commercial			
			Customer Prices
Delivery Fee	All Size Dumpsters		\$33.90
Final Fee	All Size Dumpsters		\$33.90
Size	Frequency		Monthly Charge
1.5 cubic yard	1XWeek		\$66.44
1.5 cubic yard	2XWeek		\$128.88
1.5 cubic yard	3XWeek		\$191.33
1.5 cubic yard	4XWeek		\$253.77



1.5 cubic yard	5XWeek		\$316.23
1.5 cubic yard	On Call Each Empty		\$22.63
<b>Size</b>	<b>Frequency</b>		<b>Monthly Charge</b>
3 cubic yard	1XWeek		\$129.98
3 cubic yard	2XWeek		\$254.63
3 cubic yard	3XWeek		\$379.30
3 cubic yard	4XWeek		\$503.96
3 cubic yard	5XWeek		\$628.62
3 cubic yard	On Call Each Empty		\$42.38
<b>Size</b>	<b>Frequency</b>		<b>Monthly Charge</b>
4 cubic yard	1XWeek		\$175.61
4 cubic yard	2XWeek		\$341.92
4 cubic yard	3XWeek		\$508.22
4 cubic yard	4XWeek		\$674.52
4 cubic yard	5XWeek		\$840.83
4 cubic yard	On Call Each Empty		\$58.91
<b>Size</b>	<b>Frequency</b>		<b>Monthly Charge</b>
6 cubic yard	1XWeek		\$262.85
6 cubic yard	2XWeek		\$512.41
6 cubic yard	3XWeek		\$761.96
6 cubic yard	4XWeek		\$1,011.52
6 cubic yard	5XWeek		\$1,261.08
6 cubic yard	On Call Each Empty		\$87.64
<b>Size</b>	<b>Frequency</b>		<b>Monthly Charge</b>
8 cubic yard	1XWeek		\$348.52
8 cubic yard	2XWeek		\$681.08
8 cubic yard	3XWeek		\$1,013.63
8 cubic yard	4XWeek		\$1,346.19
8 cubic yard	5XWeek		\$1,678.75
8 cubic yard	On Call Each Empty		\$114.92

## HAILEY CONTRUCTION

<b>Front Load</b>			
Delivery Fee			\$33.90
Final Fee			\$33.90
3 cubic yard			\$65.03
4 cubic yard			\$97.56
6 cubic yard			\$128.59

<b>Rear Load</b>		<b>Rates per empty</b>	
Delivery Fee			\$33.90
Final Fee			\$33.90
8 cubic yard			\$172.93
10 cubic yard			\$187.71

<b>Roll Offs</b>		<b>Rates per empty</b>	
Delivery Fee			<b>\$39.55</b>
15 cubic yard		Plus Disposal Fees	\$192.15
30 cubic yard		Plus Disposal Fees	\$199.54

Billed Monthly in Addition to the Service Empty			
Rent/Idaho State			
3 cubic yard			\$4.88
4 cubic yard			\$8.27
6 cubic yard			\$11.66
8 cubic yard			\$13.92
10 cubic yard			\$18.44
15 cubic yard			\$68.16
30 cubic yard			\$79.46

## Hailey Residential Rates

\*Service includes 1 cart for garbage + 1-18 gallon bins for curbside

Carts and Bins are owned by Clear Creek Disposal, and are registered to the property address. In the event you move or sell your house the cart(s) & bin(s) should remain with the property.

Hailey Residential Service		
Cart Size	Description of Service	Quarterly Fee
32 cart		\$12.28
68 cart		\$27.55
95 cart		\$40.51

Additional Services		
Cart Size	Description of Service	Per Time Charge
Cart Delivery	Any size cart	\$11.30
Cart Final	Any size cart	\$22.60
Cart	Late/Not out go back	\$6.78
Cart	Extra empty (off day)	\$16.95
32 Gallon Cart	Non returned/Damaged Cart	\$77.80
68 Gallon Cart	Non returned/Damaged Cart	\$89.10
95 Gallon Cart	Non returned/Damaged Cart	\$100.40
Cart Cleaning	Any size cart	\$33.90
Extra Bins	Additional bins in excess of two	\$25.99
18 Gal Bin	Damaged/not returned	\$25.99

**Clear Creek Disposal**  
**Summary of trends since contract inception**

<u>Wages</u>		Proposed 12/31/22	YTD 9/30/22	Contract End 5/31/22	Contract Start 6/1/21
Date					
Average Wage	Total	28.30	27.30	27.30	24.94
Wage Increase	4	1	0	3	
Estimated Burden		5.09	4.91	4.91	4.49
Total		33.39	32.21	32.21	29.43
Percentage increase since contract inception	<b>13.13%</b>	3.66%	0.00%	9.46%	

Average wages is determined by total wage cost divided by total hours multiplied by Hailey route hours.

<u>Fuel</u>		Today			
Cost per gallon		5.06	4.39	5.19	2.878
Increase since contract inception		2.18	1.51	2.31	
Percentage increase since contract inception	<b>75.82%</b>				

<u>Landfill</u>					
- Rate per ton	7	72	65	65	
Increase since contract inception	<b>10.77%</b>				

<u>Container Count in numbers</u>					
- 32 Gallon	-15	1,158	1,163	1,173	
- 68 Gallon	102	694	681	592	
- 95 Gallon	-12	1,244	1,233	1,256	
Total		3,096	3,077	3,021	
Increase since contract inception	<b>75</b>	19	56		

Current Inflation YTD 2022	8.30%
<b>Proposed rate increase</b>	
Residential	6.60%
Commercial	9.00%

**Clear Creek Disposal**  
**Contract Settlement Final**  
**Period June 1 2021 thru May 31, 2022**  
**Per Franchise Agreement Dated May 10, 2021**

Revenue Set by Original Contract	Residential	Commer.	Constr.	Recycle	Total
Actual Revenue for 2020	652,292	658,382	214,953	8,457	1,534,084
Approved Rate Increase	78,625	70,277	42,493	94,899	286,294
Approved Added Services	78,133	-	-	-	78,133
Rate Approved Numbers	809,050	728,659	257,446	103,356	1,898,511
Less City Fees	93,436	84,163	29,737	11,942	219,278
Net Contract Revenue	715,614	644,496	227,709	91,414	1,679,233
Current Contract Monthly Payment					140,000

New Billings Net (June 1, 2021 Thru May 2022)

Gross Billing New	15,872	80,224	(398)		95,699
Less Fee	(2,063)	(10,429)	-		(12,493)
Net Revenue Due Clear Creek	13,809	69,795	(398)	-	83,206

Total Contract and New Growth (Net)	729,423	714,291	227,311	91,414	1,762,439
Actual Payments from monthly summary above					(1,667,808)

Amount Due CCD from Hold Back Fund for Contract period ending 5/31/22

					<u>94,631</u>	(1)
Monthly shortfall July 2021 and March 2022 see ** below					12,192	**
Due from customer growth durring contract term					82,439	

Amount Due CCD Months June 2022 thru September 2022

					<u>\$ 27,735</u>	(2)
Total due from inception to Sept 30, 2022					\$ 122,366	(1)+(2)
Paid October 14, 2022					<u>\$ (12,192)</u>	
Remaining balance due for contract period June 1, 2021 to September 30, 2022					<u>110,174</u>	

New Rate Increase

October 1, 2022 Thru September 30, 2023.

	Resid.	Commer.	Constr.	Recycle	Total
Gross Revenue Old Contract	824,922	808,883	257,048	103,356	1,994,210
New Rate Increase	49,840	61,064	21,616	18,129	150,649
New Services if City asks for more					
Rate Approved Numbers	874,762	869,947	278,664	121,485	2,144,859
Less City Fees	113,719	113,093	36,226	15,793	278,832
Net Contract Revenue	761,043	756,854	242,438	105,692	1,898,200

New Contract monthly payment Effective 10/1/2022 rounded

					<u>\$ 158,000</u>	(3)
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Contract shortfall

Jul-21	140,000.00	133,290.70	6,709.30
May-22	140,000.00	134,517.68	5,482.32
			<u>12,191.62</u>

**HAILEY ORDINANCE NO. 1282**

AN ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, GRANTING OBRAS LLC, D.B.A. CLEAR CREEK DISPOSAL, A TEN YEAR FRANCHISE WITH AN ADDITIONAL FIVE YEAR RENEWAL TERM TO COLLECT SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIALS IN THE CITY OF HAILEY, IDAHO; PROVIDING FOR DEFINITIONS; PROVIDING FOR MANDATORY SOLID WASTE COLLECTION; ESTABLISHING THE RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND THE CITY OF HAILEY; ESTABLISHING THE METHODS OF COLLECTION OF SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIALS; PROVIDING FOR SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIAL COLLECTION FOR ANNEXED PROPERTIES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to adopt comprehensive solid waste and recycling programs for residential and commercial properties within the City of Hailey;

**WHEREAS**, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to grant a franchise for residential and commercial customers within the City of Hailey to provide such services; and

**WHEREAS**, the City of Hailey and Obras LLC, d.b.a. Clear Creek Disposal have had a long, uninterrupted and mutually beneficial contractual relationship.

**WHEREAS**, the Hailey City Council declares that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to Hailey's agreement pertaining to solid waste collection; and

**WHEREAS**, the Hailey City Council entered into negotiations with Contractor to be the franchisee to perform the solid waste, compostable materials, corrugated cardboard and recycling materials services for both residential and commercial properties within the City of Hailey, subject to the terms and conditions of franchise agreements and this Ordinance, which

negotiations have proceeded in good faith, but have not been completed as to additional services to be provided or prices therefore, and

WHEREAS, the City and Obras LLC dba Clear Creek Disposal find it in their mutual best interests, and the best interests of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling contingent upon mutually satisfactory entry into franchise agreements concerning additional services and rates therefore.

**BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO:**

**Section 1.     DEFINITIONS**

For the purposes of this ordinance, the following capitalized terms have the meanings set forth herein:

A.     “Commercial Customer(s)” shall mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and Multi-Family Residential Complexes consisting of five or more dwelling units, and those owners of new or remodeled construction sites and /or their agents.

B.     “Compostable Materials” means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

C.     “Corrugated Cardboard means dry, clean corrugated cardboard material accepted by the Blaine County Recycling Center.

D.     “Franchise Agreements” shall mean those agreements, and subsequent amendments thereto, which are executed by Franchisee and the City of Hailey setting forth the



terms and conditions pursuant to which residential and commercial Solid Waste and Recyclable Materials, corrugated cardboard, and compostable materials shall be collected for the term of the Franchise granted hereunder.

E. "Franchisee" shall mean Obras LLC, an Idaho limited liability company, d.b.a. Clear Creek Disposal.

F. "Hazardous Materials" shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be "hazardous" as that term is defined by or pursuant to federal or state law.

G. "Multi-Family Residential Complex" shall mean a building or property containing two (2) or more dwelling units and includes duplexes, apartments, townhomes and condominiums.

H. "Recyclable Materials" shall mean products or substances currently or hereafter designated by Hailey in its Franchise Agreements with the Franchise and accepted by the Blaine County Resource Recovery Center, currently including but not necessarily limited to paper, aluminum, tin cans, glass, motor oil, plastic, newspaper and magazines, food waste, yard waste, compostable waste and corrugated cardboard.

I. "Residential Customer(s)" shall mean those owner(s) and/or occupant(s) of single family residences and Multi-Family Residential Complexes consisting of four or less dwelling units.

J. "Self-Hauling" shall mean the collection, hauling and disposal of Solid Waste, Compostable Materials, Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste by generator or generator's agent of the Solid Waste, Compostable Materials,

Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill; provided, the generator's agent is not in the business of collecting, hauling and disposing of these materials.

K. "Solid Waste" shall mean any garbage, refuse or other discarded material generated by Residential and Commercial Customers that are not or cannot be recycled or diverted from the landfill.

## **Section 2. GRANT OF FRANCHISE**

Pursuant to Idaho Code §§ 50-344 & 50-329, the City of Hailey hereby grants to the Franchisee the authority, right, privilege and exclusive franchise for a term of ten (10) years, commencing May 12, 2021 together with an additional five (5) year renewal term, upon terms and conditions mutually acceptable to the City of Hailey and the Franchise, to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and separated Recyclable Materials, placed for collection by all Residential and Commercial Customers within the corporate limits of Hailey, Idaho, consistent with, and subject to, the terms and conditions set forth in the Franchise Agreements; provided, however, this authority, right, privilege and exclusive franchise does not extend to the Self-Hauling of Solid Waste, Compostable Materials, Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste. It shall be unlawful for any person or legal entity to engage in the business of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection and transportation over and upon the public right-of-ways within the City of Hailey, except as otherwise provided herein.

The grant of and acceptance of said exclusive franchise, as contemplated by Idaho Code §§ 50-344 & 50-329 Section is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

### **Section 3.     MANDATORY SOLID WASTE COLLECTION**

No Residential or Commercial Customer shall be permitted to refuse to accept the collection and services of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials provided by the Franchisee in accordance with the Franchise Agreements. Residential and Commercial Customers shall not be exempt from the payment of a mandatory weekly minimum charge established for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection services in accordance with this Ordinance and the Franchise Agreements. Unless otherwise provided for in the applicable Franchise Agreements, Multi-Family Residential Complexes consisting of five or more dwelling units shall use container(s) provided by the Franchisee in excess of the 95 gallon roll carts, while Multi-Family Residential Complexes of four or less dwelling units may use 32, 68 or 95 gallon roll carts for each dwelling unit.

### **Section 4.     RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND CITY**

A.     The Franchisee shall have the right and privilege to use the streets, alleys and other public right-of-ways within the City of Hailey, and to collect Solid Waste, Compostable Materials Corrugated Cardboard and Recyclable Materials in accordance with this Ordinance and the Franchise Agreements.

B. The Franchisee shall collect all Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials from Residential and Commercial Customers within the City of Hailey pursuant to the terms and conditions of applicable Franchise Agreements.

C. The City of Hailey is responsible for maintaining the streets, its alleys and its public ways in a passable condition. If such streets, alleys and public ways are not passable, then the Franchisee shall be excused from not making a proper timely pickup of the materials.

D. The Franchisee shall make pickups only if the Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials are placed within the public right-of-way at the edge of any pavement adjacent to a curb, in alleys or in a convenient location, on designated days as established by the Franchise Agreements.

E. The City of Hailey shall charge all Residential and Commercial Customers located within the City of Hailey established rates for scheduled collection and transportation of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials. The City of Hailey shall also charge established rates for extra pickups of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials and other services. The standard rates shall be established by resolution, filed with the City Clerk, and may from time to time be amended by mutual agreement of franchisee and City. All charges for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection shall be due and payable to the Hailey City Clerk on or before the twenty-fifth of each month for which the service was rendered, and upon failure to pay within the time as prescribed herein, each Residential or Commercial Customer shall pay, in addition to the amount due, the sum of fifty cents, and interest on the delinquent amount at the rate of twelve percent (12%) per year. Upon collection, the fee and interest on the delinquent amount shall be remitted to the Franchisee. In addition to the

above, the City shall be entitled to disconnect the municipal water service where the property or premises is served by municipal water and such valve shall not be opened or placed back into service until all delinquent charges and fees have been paid in full.

F. The Franchisee shall comply with all ordinances of the City of Hailey and all laws of the State of Idaho, and shall follow strictly a procedure of operation as to be sanitary. Franchisee shall replace all containers upright where found with lids on them. Containers and lids shall not be placed or thrown on the streets, alleys or adjoining property. The Franchisee shall not permit containers to be thrown from its truck to the pavement or parkway, nor in any other way permit damage to occur by rough or improper handling thereof. The Franchisee shall not permit Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials to be spilled during collection and shall be responsible for cleaning up and removing such spillage.

G. Franchisee and its agents and employees, shall not enter enclosed structures, such as garages, enclosed porches, sheds, buildings or otherwise for the purpose of collecting Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials.

H. Unless otherwise provided in this Ordinance, the specific duties and obligations of the City of Hailey and Franchisee are more particularly described in the Franchise Agreements.

## **Section 5. DUTIES AND OBLIGATIONS OF RESIDENTIAL AND COMMERCIAL CUSTOMERS**

A. Residential and Commercial Customers shall place all containers for collection of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials within the public right-of-way at the edge of any pavement adjacent to a curb, in alleys or in a convenient location, while still allowing public access on the public right-of-ways. The containers shall be placed adjacent to the Residential or Commercial Customer's property or premises on designated

days as established by the Franchise Agreements. The containers for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials must be clearly visible to the Franchisee from the street or alley from which collection is made.

B. Residential and Commercial Customers shall not permit any Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials to be deposited or left in the public right-of-way or on private property, where the deposit of the Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials was caused by the Residential or Commercial Customer, or caused other than by the Franchisee's mishandling or spilling of Solid Waste, Compostable Materials, Corrugated Cardboard and/or Recyclable Materials. The Residential and Commercial Customer shall be responsible for cleaning up and removing such deposit of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials.

C. The Residential and Commercial Customers shall not place or permit to be placed any Hazardous Material in any container placed for collection of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials by Franchisee.

D. Residential and Commercial Customers shall place containers for Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials for collection no later than 7:00 o'clock a.m. on the designated day of collection, but no sooner than the evening before the designated day of collection. Following collection by Franchise, the Residential and Commercial Customers shall remove the containers from the public right-of-way as soon as possible on the same day of collection.

E. No container used in the collection of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials shall be loaded beyond its volume or weight capacity, or in such a manner to be unstable or likely to cause damage or create litter.

**Section 6.     ANNEXATIONS**

In the event the City of Hailey annexes additional territory during the term of this Ordinance, the Franchisee shall have the exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials, as described in Section 2 of this Ordinance, in the annexed territory for the remainder of the term of the franchise granted in this Ordinance, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Franchisee shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials, as described in Section 2 of this Ordinance.

**Section 7.     SEVERABILITY**

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 8.     REPEALER**

Hailey Ordinance Nos. 459, 628, 656, 840, 86, 1053, 1103 and 1263 are hereby repealed in their entirety and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 9.     PENALTY**

Any person, firm or other legal entity violating any provision of Sections 2 and 5 of this




Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars (\$300.00) or imprisonment in the county jail for a period not to exceed six (6) months, or both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

**Section 10. EFFECTIVE DATE**

Except as otherwise provided herein, this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. The rates adopted under Section 4(E) of this Ordinance for Solid Waste and Recyclable Materials collection services shall be effective beginning May 12, 2021, and shall continue in effect through midnight, May 12, 2031, unless otherwise duly amended to effect rates as is more particularly described in the Franchise Agreements.

**PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 10th DAY OF MAY, 2021.**

  
Martha Burke, Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
Mary Cone, City Clerk

Publish: Idaho Mountain Express, May 12, 2021.



**CITY OF HAILEY  
RESOLUTION 2021-044**

**A RESOLUTION OF THE HAILEY CITY COUNCIL ADOPTING FEES FOR  
RESIDENTIAL, COMMERCIAL AND CONSTRUCTION SOLID WASTE AND  
RECYCLABLE MATERIALS HAULING SERVICES**

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to maintain a comprehensive solid waste and recycling program for both residential and commercial properties within the City of Hailey; and

WHEREAS, the Hailey City Council adopted Hailey Ordinance No. 1282 that granted Obras, L.L.C., d/b/a/ Clear Creek Disposal, Inc. an exclusive franchise to provide solid waste and recycling materials hauling services for both residential and commercial properties within the City of Hailey, subject to the franchise agreement dated May 12, 2021 ("Franchise Agreement");

WHEREAS, a schedule of rates for residential, commercial, construction and recycling materials hauling fees was subject to a public hearing process prior to the parties entering into the Franchise Agreement.

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


Section 1: Adoption of Fees. The City Council of the City of Hailey hereby adopts fees for residential, commercial and construction customers located within the City of Hailey for standard weekly rates for collection and transportation of solid waste and recyclable materials and for standard rates for extra pickups of solid waste and recyclable materials and other services. These fees are described in the attached Exhibit.

Section 2: Effective Date. All fees adopted by this Resolution shall be effective beginning June 1, 2021, except cart and dumpster delivery and exchange fees shall be waived through November 30, 2021 when a smaller cart is delivered to, and a larger cart is picked up, from a customer. Unless otherwise amended by resolution, the fees adopted by this Resolution shall continue in full force and effect until the amendment, expiration or termination of the franchise granted to Obras, L.L.C., d/b/a Clear Creek Disposal, Inc. under Hailey Ordinance No. 1282.

THIS RESOLUTION IS ADOPTED this 10th day of May, 2021.

  
Martha Burke, Mayor, City of Hailey

ATTEST:

  
Mary Cone, City Clerk



## Hailey Residential Rates

\*Service includes 1 roll cart for garbage plus up to 2-18 gallon bins for recycling

\*Minimum Service in the City of Hailey includes one time per week

Garbage not inside of closed cart subject to extra bag charges at \$6.78 / bag

Carts and Bins are owned by Clear Creek Disposal, and are registered to the property address. In the event you move or sell your house the cart(s) & bin(s) should remain with the property.

### Regular Residential Service

Cart Size	Description of Service		Monthly Fee
32 Gallon Cart	Emptied 1XWeek		\$11.52
68 Gallon Cart	Emptied 1XWeek		\$25.84
95 Gallon Cart	Emptied 1XWeek		\$38.00

### Additional Services

Cart Size	Description of Service		Per Time Charge
Cart Delivery	Any size cart		\$11.30
Cart Final	Any size cart		\$22.60
Cart	Not out go back		\$6.78
Cart	Extra empty (off day)		\$16.95
Over-full Cart	32 Gallon equivalent		\$6.78
32 Gallon Cart	Non returned/Damaged Cart		\$77.80
68 Gallon Cart	Non returned/Damaged Cart		\$89.10
95 Gallon Cart	Non returned/Damaged Cart		\$100.40
Cart Cleaning	Any size cart		\$33.90
Extra Bins	Additional bins in excess of two		\$25.99
18Gal Bin	Damaged/Not returned recycle bins		\$25.99

## CITY OF HAILEY COMMERCIAL RATES

City of Hailey minimum allowable service: one time per week service  
 On call charges are for empties to dumpsters in addition to weekly service  
 No On Call Services unless a regular weekly service is in effect

Select appropriate size cart/dumpster. Trash out of cart with lid propped open charged extra  
 charges estimated by the driver

Hailey Business Carts		Rates
Cart Delivery		\$11.30
Cart Final		\$22.60
Size	Frequency	Monthly Charge
32 Cart	1XWeek	\$11.77
32 Cart	2XWeek	\$22.17
32 Cart	3XWeek	\$32.57
32 Cart	4XWeek	\$42.96
32 Cart	5XWeek	\$53.36
32 Cart	Not out go back	\$6.78
32 Cart	Off Day Empty	\$16.95
32 Cart	Cart Damage Replacement	\$77.80
32 Cart	Extra Bag @	\$6.78
Size	Frequency	Monthly Charge
68 Cart	1XWeek	\$20.98
68 Cart	2XWeek	\$40.59
68 Cart	3XWeek	\$60.20
68 Cart	4XWeek	\$79.80
68 Cart	5XWeek	\$99.41
68 Cart	Not out go back	\$6.78
68 Cart	Off Day Empty	\$16.95
68 Cart	Cart Damage Replacement	\$89.10
68 Cart	Extra Bag @	\$6.78
Size	Frequency	Monthly Charge
95 Cart	1XWeek	\$27.94

95 Cart	2XWeek		\$53.44
95 Cart	3XWeek		\$78.94
95 Cart	4XWeek		\$104.44
95 Cart	5XWeek		\$129.94
95 Cart	Not out go back		\$6.78
95 Cart	Off Day Empty		\$16.95
95 Cart	Cart Damage Replacement		\$100.40
95 Cart	Extra Bag @		\$6.78
Cart Cleaning	All Sizes		\$33.90

HAILEY COMMERCIAL			
			Customer Prices
Delivery Fee	All Size Dumpsters		\$33.90
Size	Frequency	Rent	Monthly Charge
1.5 cubic yard			
1.5 cubic yard	1XWeek		\$60.95
1.5 cubic yard	2XWeek		\$118.24
1.5 cubic yard	3XWeek		\$175.53
1.5 cubic yard	4XWeek		\$232.82
1.5 cubic yard	5XWeek		\$290.12
1.5 cubic yard	6XWeek		\$347.41
1.5 cubic yard	On Call Each Empty	\$3.66	\$20.76
1.5 cubic yard	Cleaning		\$62.15
Size	Frequency		Monthly Charge
3 cubic yard	1XWeek		\$119.25
3 cubic yard	2XWeek		\$233.61
3 cubic yard	3XWeek		\$347.98
3 cubic yard	4XWeek		\$462.35
3 cubic yard	5XWeek		\$576.72
3 cubic yard	6XWeek		\$691.08
3 cubic yard	On Call Each Empty	\$4.88	\$38.88
3 cubic yard	Cleaning		\$67.80
Size	Frequency		Monthly Charge
4 cubic yard	1XWeek		\$161.11
4 cubic yard	2XWeek		\$313.69



4 cubic yard	3XWeek		\$466.26
4 cubic yard	4XWeek		\$618.83
4 cubic yard	5XWeek		\$771.40
4 cubic yard	6XWeek		\$923.98
4 cubic yard	On Call Each Empty	\$8.54	\$54.05
4 cubic yard	Cleaning		\$73.45
<b>Size</b>	<b>Frequency</b>		<b>Monthly Charge</b>
6 cubic yard	1XWeek		\$241.15
6 cubic yard	2XWeek		\$470.10
6 cubic yard	3XWeek		\$699.05
6 cubic yard	4XWeek		\$928.00
6 cubic yard	5XWeek		\$1,156.95
6 cubic yard	6XWeek		\$1,385.90
6 cubic yard	On Call Each Empty	\$12.20	\$80.40
6 cubic yard	Cleaning		\$84.75
<b>Size</b>	<b>Frequency</b>		<b>Monthly Charge</b>
8 cubic yard	1XWeek		\$319.74
8 cubic yard	2XWeek		\$624.84
8 cubic yard	3XWeek		\$929.94
8 cubic yard	4XWeek		\$1,235.04
8 cubic yard	5XWeek		\$1,540.14
8 cubic yard	6XWeek		\$1,845.24
8 cubic yard	On Call Each Empty	\$14.64	\$105.43
8 cubic yard	Cleaning		\$96.05

## HAILEY CONSTRUCTION

Front Load		Rates per empty	
Delivery Fee			\$33.90
3 cubic yard			\$59.66
4 cubic yard			\$89.50
6 cubic yard			\$117.97

Rear Load		Rates per empty	
Delivery Fee			\$33.90
8 cubic yard			\$158.65
10 cubic yard			\$172.21

Roll Offs		Rates per empty	
Delivery Fee			\$39.55
15 cubic yard		Plus Disposal Fees	\$176.28
30 cubic yard		Plus Disposal Fees	\$183.06

Billed Monthly in Addition to the Service Empty			
Rent/Idaho State Sales Tax/City of Hailey Franchise Fee			
3 cubic yard			\$4.88
4 cubic yard			\$8.27
6 cubic yard			\$11.66
8 cubic yard			\$13.92
10 cubic yard			\$18.44
15 cubic yard			\$68.16
30 cubic yard			\$79.46



HAILEY COMMERCIAL CARDBOARD					
Delivery Fee		All Size Dumpsters	\$33.90		
Front Load		Rent/Sales Tax/FF	1XWK	2XWK	3XWK
1.5 cubic yard		\$3.66	\$31.20	\$62.40	\$93.60
3 cubic yard		\$4.88	\$31.20	\$62.40	\$93.60
4 cubic yard		\$7.32	\$31.20	\$62.40	\$93.60
6 cubic yard		\$8.54	\$31.20	\$62.40	\$93.60
8 cubic yard		\$12.20	\$31.20	\$62.40	\$93.60

HAILEY COMMERCIAL RECYCLABLE MATERIALS					
Delivery Fee		All Size Carts	\$12.77		
Final Fee		All Size Carts	\$25.33		
Side Load Carts			1XWK		
Small Cart			\$12.52		
Middle Cart			\$12.52		
Large Cart			\$12.52		

CITY OF HAILEY  
RESOLUTION NO. 2021-045

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A FRANCHISE AGREEMENT WITH  
OBRAS, LLC D/B/A CLEAR CREEK DISPOSAL, INC., FOR RESIDENTIAL,  
COMMERCIAL AND CONSTRUCTION SOLID WASTE AND RECYCLABLE  
MATERIALS COLLECTION AND HAULING FOR THE CITY OF HAILEY**

WHEREAS, the City of Hailey desires to enter into an agreement with Obras, LLC D/B/A Clear Creek Disposal, Inc. under which Obras, LLC D/B/A Clear Creek Disposal, Inc. will perform and be responsible for Residential, Commercial and Construction Solid Waste and Recyclable Material Collection for the City of Hailey.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the terms and conditions of the Agreement for Professional Services, with an effective date of May 12, 2021, 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 Residential Franchise Agreement between the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. and that the Mayor is authorized to execute the attached Agreement,

DATED this 10th day of May, 2021



CITY OF HAILEY

By: \_\_\_\_\_

Martha Burke

ATTEST:

\_\_\_\_\_  
City Clerk

## FRANCHISE AGREEMENT

### (Residential & Commercial Solid Waste and Recyclable Materials Collection)

This Franchise Agreement ("Agreement") is made and entered into this 12th day of May, 2021, by and between the CITY OF HAILEY, a municipal corporation ("Hailey") and OBRAS, L.L.C., an Idaho limited liability company d/b/a Clear Creek Disposal, Inc., an Idaho corporation ("Contractor"),

#### RECITALS

- A. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Martha Burke is the duly elected and acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.
- B. Contractor is a duly organized and acting corporation in the State of Idaho. Mike Goitiandia is the duly acting Managing Member of the Contractor and has the authority to enter into this Agreement.
- C. Hailey and Contractor have had a long, uninterrupted and mutually beneficial contractual relationship, established by Franchise Ordinance No. 1103, and prior Franchise Agreements, and amendments thereto, all adopted pursuant to Idaho Law, as to procedure and substance. Hailey has not requested proposals from other potentially qualified contractors to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, but instead, upon a finding by the mayor, that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to adoption of the Franchise Ordinance, or this agreement pertaining to solid waste collection, and therefore entered into negotiations for same with Contractor and after doing so Hailey has awarded, contemporaneously herewith an exclusive ten (10) year franchise, with a five (5) year renewal term, to Contractor to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, which exclusive franchise is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.
- D. Hailey and Contractor are desirous of an expansion of services, to include compostable materials, corrugated cardboard, collection and hauling, to enhance make more efficient recycling services, specifically in reference to central drop-off location(s), negotiations toward which are proceeding in good faith, but not having been completed as to the particulars of services to be provided or fees therefore, however the parties are in full agreement that their mutual best interests, and the best interest of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling services.
- E. Hailey and the Contractor each desire to maintain the status quo, to avoid damage to either party and the rate paying citizens served thereby with regard to current services, as specified in the Franchise Agreements in place on the date of adoption hereof, with the expectation of putting in place certain enhanced services at the central recycling drop off locations, the cost and fees for such enhanced services are reflected in the fee schedules, to be adopted by

resolution contemporaneously herewith.

- F. Subject to the terms and conditions set forth herein and Hailey Ordinance No. 1282, the parties hereto are desirous of entering into an exclusive ten (10) year franchise agreement, with a five (5) year renewal term, to provide personal services to collect, haul and dispose of residential, commercial and construction solid waste and recyclable materials within the city limits of Hailey, Idaho, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

**1. Definitions.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth herein:

"Approved Fees" as used herein shall mean and refer to the total fees and charges which Hailey has approved by resolution or ordinance, and which shall be assessed by the Contractor for services rendered pursuant to this Agreement. The Approved Fees include the following components:

- a. A Fee for solid waste residential collection using bins and carts, and for commercial solid waste collection using bins, carts and dumpsters, which fee is based on sizes and number of pick-ups, which may include rent and Idaho Sales Tax.
- b. A Fee for recyclable materials collection, which is collected in unlimited quantities in bins issued by contractor to customers, or any other suitable container, herein defined as the "Recyclable Materials Fee".
- c. A Fee for corrugated cardboard materials collection in bins issued by contractor to customers, herein defined as the "Corrugated Cardboard Fee".
- d. A Fee for compostable materials collection, collected in bins issued by contractor to customers, herein defined as the "Compostable Materials Fee".
- e. A Fee for glass materials collection which is collected from a central collection site using roll-off bins, herein defined as the "Glass Site Collection Fee".
- f. A Fee for corrugated cardboard materials collection which is collected from a central collection site using a compactor, herein defined as the "Compactor Site Collection Fee".
- g. A Fee for compostable materials collection which is collected from a central collection site using bins, herein defined as the "Compostable Site Collection Fee".
- h. A Fee for management of the site(s) identified in e., f. and g. above, herein defined as the "Materials Collection Site Management Fee".
- i. A Franchise Fee equal to six percent (6%) of Fees 1.a. through 1.e to defray the specified Franchise Fees set forth in paragraph 5(B) of this Agreement;
- j. A Billing Fee to defray amounts payable by the Contractor to Hailey for billing services pursuant to paragraph 5(B) of this Agreement, in the amount of seven percent (7%) of Fees 1.a. through 1.e

"Commercial Customer(s)" mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and multi-family residential complexes consisting of five or more dwelling units (including apartments, townhomes and condominiums), and those owners of new or remodeled construction sites and/or their agents.

"Compostable Materials" means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

"Corrugated Cardboard" means dry, clean corrugated cardboard material accepted for curbside pick-up by the Blaine County Recycling Center.

"Glass Collection Site" means an area identified by the City of Hailey to house a roll-off container to be used for drop off of glass bottles, jars and other glass materials accepted by the Blaine County Recycling Center.

"Hazardous Materials" means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be "hazardous" as that term is defined by or pursuant to federal or state law.

"Recyclable Materials" means items accepted for curbside pick-up by the Blaine County Recycling Center, excluding corrugated cardboard, compostable materials and glass.

"Residential Customer(s)" mean those owner(s) and/or occupant(s) of single family residences and multi-family residential complexes consisting of four or less dwelling units (including apartments, townhomes and condominiums).

"Self-Hauling" means the collection, hauling and disposal of Solid Waste by generator or generator's agent of the Solid Waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill.

"Solid Waste" means any garbage, refuse or other discarded material generated by Residential Customers that are not or cannot be recycled or diverted from the landfill, excluding Hazardous Materials.

1. **Exclusive Agreement.** Hailey hereby grants exclusively to Contractor the authority and privilege to engage in the business of collecting, hauling and disposing of Solid Waste and Recyclable Materials kept or accumulated and placed for collection by all Residential Customers within the corporate limits of Hailey, Idaho, and to perform all of the work described in this Agreement; provided, however, this exclusive authority and privilege does not extend to the Self-Hauling of Solid Waste or Recyclable Materials, Hazardous Materials or medical waste, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

2. **Term.** The term of *this* Agreement shall begin May 12, 2021, and shall end at midnight, May 12, 2031, unless earlier revoked under the terms hereof.

### **3. Duties and Responsibilities of Contractor.**

- A. General Duties. Contractor is responsible for furnishing skill, labor, services, vehicles, containers, equipment, materials and supplies in accordance with the services specified in this Agreement.
- B. Scope of Services.
1. Weekly Residential Solid Waste and Recyclable Materials Collection. The Contractor shall provide on a weekly basis curbside collection of Solid Waste in approximately 32, 68 or 95 gallon roll carts and curbside collection of Recyclable Materials in standardized recyclable bins. Contractor shall distribute one roll cart in the size requested by the Residential Customer and up to two recyclable bins to each Residential Customer. The roll carts, compostable and recyclable bins shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.
  2. Residential Corrugated Cardboard, Glass and Compostable Materials Collection. The parties each hereby commit to continuing to negotiation in good faith toward an agreement for enhanced collection of Corrugate Cardboard, and Glass which could include curbside pickup of same, and that does now include, as contemplated in the rate structure adopted contemporaneously herewith enhanced services at central recycling drop off sites consisting of compaction equipment, containers and frequency of collection and clean-up; and new services for collection of Compostable Materials in standardized compostable bins.
  3. Weekly Commercial Solid Waste and Recycling Materials Collection. Except as otherwise provided herein, the Contractor shall provide, on a weekly basis, collection of Solid Waste and Recyclable Materials in sizes ranging from approximately 32 gallon roll carts to 30 cubic yard roll off containers, or other standardized containers. If requested by a Commercial Customer in need of temporary Solid Waste services, such as an event or a construction project, Solid Waste and clean wood waste shall be picked up on an on call basis. Contractor shall distribute one or more containers in the size requested by the Commercial Customer. Containers and dumpsters used to collect Recyclable Materials shall be clearly marked with clear, international signage and standardized color schemes to denote what Recyclable Material is collected within the container. Receptacles for clean wood waste and cardboard shall be provided in a range of sizes to be selected by the Commercial Customer. The containers shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.

Collection of Solid Waste and Recyclable Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 o'clock a.m. and 6:00 o'clock p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following week day. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a "x" ad in the weekly newspapers just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Commercial Customers a minimum of two (2) weeks prior to the change.

4. Hailey Festivals. The Contractor shall provide, at no charge to Hailey, Solid Waste and Recyclable Materials collection, hauling and disposal services for the 4th of July festivities, the Northern Rockies Folk Festival and the Trailing of the Sheep Festival. For the 4th of July festivities, the Contractor shall provide a 6 yard dumpster and fourteen 95 gallon recycling containers for plastic, glass and aluminum/tin at the rodeo grounds during the term of this Agreement and two 3 yard dumpsters at locations within Hailey designated by Hailey on July 3. For the Northern Rockies Folk Festival, the Contractor shall provide a 6 yard dumpster, twelve 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Northern Rockies Folk Festival, before noon on the day of the first concert. For the Trailing of the Sheep Festival, the Contractor shall provide two 1.5 yard dumpsters and six 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for one day (Roberta McKercher Park event) and one 1.5 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for two days (dog trials) on the day before the events. Immediately before the 4th of July Rodeo and all July 4<sup>th</sup> related festival activity, the Summer's End Festival and the Trailing of the Sheep Festival, the Contractor shall provide, at no charge to Hailey, one 3 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at the public camp site at Lion's Park, which shall be emptied and removed after each event. All other dumpsters and containers shall be emptied before 10:00 a.m. on the following day during any event and removed before noon on the day following the completion of the event.
5. Collection of Solid Waste, Recyclable Materials, Compostable Materials and



Corrugated Cardboard Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 a.m. and 6:00 p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following weekday. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a 6x8 ad in the weekly newspaper just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Residential Customers a minimum of two (2) weeks prior to the change.

6. Seasonal Waste, Corrugated Cardboard and Glass. The Contractor shall provide, to Hailey or Residential Customers, a single-point collection, hauling and disposal of yard waste, such as grass clippings, leaves, branches, clean wood and similar products, for two Saturdays in the spring and two Saturdays in the fall during the term of this Agreement. The location and dates shall be specified by Hailey and Contractor by administrative agreement. The Contractor shall provide, at no charge to Hailey or Residential Customers, collection, hauling and disposal of holiday trees in January during the term of this Agreement at a location specified by Hailey. The Contractor shall provide receptacle(s) (as agreed by the parties from time to time by administrative agreement) for glass disposal, at location(s) to be determined. All glass receptacles shall be emptied at a frequency to prevent overflow of glass from the roll-off dumpster or receptacle. All glass disposal receptacles shall not have an open top and shall be designed to minimize broken glass and safety hazards, such as the glass disposal opening being limited to a small size. All pickup sites shall be within or adjacent to the city limits of the City of Hailey.
7. Disposal The Contractor shall haul and dispose, in accordance with applicable federal, state and local laws, all legally acceptable Solid Waste, Glass, Compostable Materials, Corrugated Cardboard and Recyclable Materials collected within Hailey in accordance with this Agreement to the Southern Idaho Solid Waste Transfer Station at Ohio Gulch or to such other transfer station, landfill or recycling facility designated by the Blaine County Board of County Commissioners. To the greatest extent possible, all Recyclable Materials and items described in paragraph 4(B)(2), above, shall be disposed for recycling. The Contractor shall be responsible for the payment of all charges, including disposal fees, charges and truces, associated with the disposal of Solid Waste or Recyclable Material& collected from Hailey.
8. Public Information. The Contractor shall coordinate with Hailey to provide city staff and/or a 3<sup>rd</sup> party contractor with information and to help with

dissemination of education and outreach materials in an effective and efficient manner to help promote composting, recycling and waste reduction.

9. Customer Inquiries. The Contractor shall respond to the following customer requests about:

- i. Information regarding service options and procedures.
- ii. Missed collections.
- iii. Late set outs.
- iv. Extra pickups.
- v. Start-up or termination of service.
- vi. Delivery and return of containers and bins.
- vii. Conversion of containers.
- viii. Billing and payment inquiries.

10. Local Office. The Contractor shall maintain a local office in Blaine County with telephone service and such staff as needed to respond to customer contacts, including service requests, orders for missed collections, orders for additional collections and requests for conversion of containers. Office hours shall be 8:00 a.m. to 5:00 p.m. of each weekday, except when holidays fall on weekdays.

11. Extra Pickups. The Contractor shall document all extra pickups and additional services provided to Residential Customers and shall furnish Hailey written documentation on a timely basis throughout a month of the extra pickups in addition to the weekly collection of Solid Waste and Recyclable Materials, so that these charges can be made on the current billings.

12. Bi-Annual Report. The Contractor shall submit to Hailey a bi-annual report on the first business day following November 1 and May 1, setting forth (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra pickups (measured in tons), (c) the amount of Recyclable Materials collected (measured in tons), (d) the fees charged for conversion of containers, (e) the rentals charged for containers, (f) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size and (g) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

## 5. Duties and Responsibilities of Hailey.

a. Right of Access. Hailey shall grant to the Contractor, during the term of this Agreement, the right and privilege of ingress and egress, to cross all public streets, alley and rights-of-way in Hailey, Any Solid Waste, Compostable Materials or Recyclable Materials collection shall be made on the public streets, alley and rights-of-way in Hailey in a manner causing the least delay and inconvenience to the public.

b. Billing. Hailey shall be responsible for billing all customers covered by this Agreement

for the weekly Solid Waste and Recyclable Materials collection services provided by the Contractor, in the amount of the Approved Fee established for such services by resolution or ordinance duly adopted by Hailey. Hailey shall also be responsible for billing all customers covered by this Agreement for extra pick-ups of Solid Waste and Recyclable Materials provided by the Contractor in the amount of the Approved Fees established for such services by resolution or ordinance duly adopted by Hailey.

Fees adopted by resolution or ordinances shall be effective the first of the month following the effective date of this Agreement and within 60 days of the effective date of any amendment to this Agreement. Hailey shall maintain adequate records of billings, collections and outstanding accounts, and shall furnish Contractor with such records upon reasonable request. Hailey shall furnish Contractor timely information about new residential customers.

- c. Payment to Contractor. Hailey shall remit to the Contractor all Fees received for the Solid Waste, Compostable Materials, Corrugated Cardboard, Glass and Recyclable Materials collection services provided by the Contractor under this Agreement, less an amount equal to seven percent (7%) of all Fees collected, which sum shall be retained by Hailey as consideration for performance of the monthly billing services provided for herein and for educational outreach, and less an amount equal to six percent (6%) of all Fees collected, which sum shall be retained by Hailey as a franchise fee. Hailey shall begin the payment of the Fees collected, less thirteen percent (13%), as described herein, to Contractor on or before the last day of July, 2021, and continuing every month thereafter during and beyond the original term and renewed term, if any, of *this* Agreement for those Fees which were billed and collected pursuant to this Agreement.
  - i. Hold-Back Proviso. Maximum monthly payments from the City to the Contractor shall not exceed one hundred and forty thousand dollars. (\$140,000). (hereinafter the "base sum") The parties recognize the many variables with the Contractor's rate structure, set after negotiations with the City insisting on higher fees for larger cart sizes with the intention of motivating customers to move to smaller, less costly carts. To assure excessive revenue does not become a windfall to the contractor, should monthly collections, less collection and franchise fees, exceed one hundred forty thousand dollars (\$140,000), that base sum shall be paid to the contractor, and funds in excess thereof shall be deposited in an interest bearing account, held in trust by the City, to benefit the rate payers in future rate resetting, including those contemplated, under negotiation, new services. A full accounting of this Hold-back Trust Account shall be reported to contractor on a monthly basis, and considered as part of the ongoing negotiations hereunder.
- d. Collection. If a Residential Customer is delinquent in payment to the City for Solid Waste, composting and recycling services, Hailey will follow the procedures for notification and termination of water service described in § 13.04.150(D) of the Hailey Municipal Code, as amended. If there is termination of the Residential Customer's water service under the applicable procedure, Hailey will notify the Contractor to discontinue

garbage service. Hailey shall make good faith efforts to collect on any delinquent account.

- e. Agreement Not to Compete. Except as otherwise provided herein, upon execution of this Agreement and before the expiration or earlier termination of this Agreement, Hailey agrees not to compete with the Contractor or provide the services to be provided by Contractor under this Agreement.
- f. Mutual Duty of the Parties. Recognizing that this agreement is effective only for one year from the effective date hereof, and recognizing the new rate structure adopted hereunder, and the new and enhanced services contemplated herein; the unknown number of rate payers that may transition to smaller roll carts due to cost factors, and the impact that shift might have on the overall fees paid and collected, the parties agree to quarterly review of the rate structure to verify ongoing costs and receipts as a good faith method of ultimately entering into an Amended Franchise Agreement and cost structure for the desired new and enhanced services contemplated hereby and under continuing negotiations. In keeping herewith, The parties agree to meet not less frequently than every three months during the Extended Terms of the Franchise Agreements for the purpose of considering and negotiating, in good faith, potential amendments to the Franchise Agreements or either of them, that would require the Contractor to provide new or revised services for collecting, recycling, composting and/or disposing of residential or commercial solid waste generated within the City of Hailey, and any appropriate amendments to the schedule of the Approved Fees which the Contractor will be authorized to assess for any such new or revised services.

6. Franchise Fee. As set forth in paragraph 5(C) of this Agreement, Contractor shall pay Hailey and Hailey shall retain 6% of the gross revenue collected by Hailey as a franchise fee.

7. Security. The Contractor shall provide and maintain during the term of this Agreement security in the form of a performance bond, irrevocable letter of credit or cash equivalent ("Security") for the use and benefit of Hailey and in a form acceptable to Hailey. The Security shall cover Contractor's failure to faithfully perform all of the provisions of this Agreement. The Security shall contain appropriate recitations that it is issued pursuant to this Agreement and that it shall be construed to meet all requirements of this Agreement. The performance bond or irrevocable letter of credit shall be issued by a surety company or a financial institution authorized to do business in the State of Idaho, acceptable to Hailey and in the amount of \$100,000.00. The Contractor shall submit the Security to the City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

8. Insurance.

- A. Required Insurance. During the term of this Agreement, the Contractor shall keep in full force and effect at its sole expense the following insurance with the following limits on an occurrence basis:

- 1. Comprehensive General Liability and Property Damage Insurance.

Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

2. Automobile Liability (owned, non-owned and hired).

Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

3. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation.

Minimum Limits

Per Accident	\$5,000,000
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4. The Contractor shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance the laws of the State of Idaho.

A. Additional Insured. The Contractor's certificates of insurance shall name Hailey, its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement.

B. Notification. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated.

C. Proof of Insurance. On or before the execution of this Agreement, the Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

**9. Equipment and Personnel.**

A. Equipment. The Contractor shall furnish during the term of this Agreement a sufficient quantity and quality of vehicles and equipment to collect and dispose of Solid Waste, Compostable Materials and Recyclable Materials as provided herein. The vehicles shall (a) be clean and uniformly painted, (b) be equipped with warning devices, (c) prevent littering, (d) be sealed to prevent leakage, (e) lawfully registered and (f) be in good and safe running order. All containers shall be sealed, equipped with close fitting covers and in good operable condition. Equipment shall be secured within 60 days of adoption of this Agreement and amendment to this Agreement.

B. Personnel. The Contractor shall employ during the term of this Agreement a sufficient number of skilled, trained and competent personnel to collect, haul and dispose of the Solid Waste and recyclable Materials collected under this Agreement,

and a sufficient number of managerial and office personnel to provide the necessary services described in this Agreement. The Contractor acknowledges and agrees to follow fair labor and nondiscrimination practices in accordance with state and federal laws. The Contractor also agrees to require that its employees and agents act in respectful manner while providing the public services described in this Agreement.

**10. Data Collection.** During the term of this Agreement, the Contractor shall upon request by Hailey provide to Hailey written documentation showing (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra pickups (measured in tons), (c) the amount of Compostable Materials collected (measured in tons) (d) the amount of Corrugate Cardboard collected (measured in tons); the amount of Recyclable Materials collected (measured in tons), (e) the fees charged for conversion of containers, (f) the rentals charged for containers, (g) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size, and (h) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

**11. Default and Termination.** Termination for Cause. Hailey may terminate this Agreement for cause if the Contractor fails to perform or defaults on any of the duties or responsibilities set forth in this Agreement.

- A. Corrective Action. If Hailey finds that the Contractor has failed to perform or defaulted on any or all of the duties or responsibilities set forth in this Agreement, Hailey shall provide the Contractor a written "Notice of Intent to Terminate" the Agreement in accordance with paragraph 17(M) of this Agreement. The "Notice of intent to Terminate" shall describe with sufficient detail the Contractor's failure to perform and/or default. The Contractor shall have a period of thirty (30) days from the receipt or delivery of the Notice of Intent to Terminate the Agreement to correct the failure to perform or default. If the Contractor fails to correct the failure to perform and/or default within thirty (30) days, Hailey may terminate this Agreement immediately without further notice. The Contractor shall be given a Notice of Termination in accordance with paragraph 17(M) of this Agreement.
- B. Bond Payment. In the event of termination of this Agreement caused by the default(s) of the Contractor, the surety providing the performance bond shall undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for remainder of the term of this Agreement.
- C. Emergency Provision. The parties recognize that the public health, safety and welfare may be endangered by any disruption of the solid waste collection system. Therefore, the parties agree in the event solid waste collection is interrupted for more than ninety six (96) hours,, Hailey shall have the authority and be entitled to declare a public emergency, and shall have the right to take temporary possession of the Contractor's equipment and facilities for the purpose of continuing the service that the Contractor has agreed to provide, in which case Hailey shall notify the Contractor and schedule a hearing at least twenty four (24) hours before taking

temporary possession of the Contractor's equipment and facilities. Hailey shall have the right to retain possession of the Contractor's equipment and facilities until the Contractor can demonstrate to the reasonable satisfaction of Hailey that the service required under this Agreement can be resumed. During any period that Hailey has temporarily assumed the obligations of the Contractor, Hailey shall be entitled to all revenue, less payment to Contractor for a reasonable rental for the facilities, equipment and other property used by Hailey in the performance of the services required under this Agreement.

- D. Failure Amend Reflecting New/Enhanced Services. The parties recognize the either party, upon sixty (60) days written notice may revoke this agreement, and the Franchise Ordinance upon which is based, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

**12. Indemnification.** The Contractor and its employees are independent contractors, and are not, under this Agreement, employees or agents of Hailey. The Contractor covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with the Contractor, related to the collection, hauling or disposal of Solid Waste and Recyclable Materials as provided under this Agreement or the provision of any service or duty under this Agreement.

**13. Annexation.** In the event Hailey annexes additional territory during the term of this Agreement, the Contractor shall have the exclusive authority, duty and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials and Recyclable Materials, as described in paragraph 2 of this Agreement, in the annexed territory for the remainder of the term of this Agreement, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Contractor shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste and Recyclable Materials.

**14. Ownership of Solid Waste.** Title to Solid Waste, Compostable Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicles and removed by Contractor from a container. By virtue of this Agreement, Hailey shall never have title to the Solid Waste, Compostable Materials or Recyclable Materials collected under the terms of this Agreement. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all Hazardous Materials and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse the Contractor or Hailey may have against any generator for disposal of any Hazardous Material or prohibited waste.

**15. Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including the Federal Occupational Safety and Health Act of 1970, as amended, and including statutes, laws, rules, regulations and ordinances, as they now exist or may hereafter be amended, relating to Hazardous Materials and relating to the collection and transportation of Solid Waste.



**16. Recycling and Composting Revisions.** In the event Blaine County or the Southern Idaho Solid Waste District elects to convert to a single or dual stream recycling process or additional incentive recycling programs involving Recyclable Materials are established, Hailey shall notify Contractor of any proposed revision, in which case the Contractor may, within thirty (30) days of such notice, seek a change in the fee schedule adopted pursuant to paragraph S(B) of this Agreement. Upon receipt of the proposed fee schedule, Hailey, in its sole discretion, may or may not approve. If approved, the resolution or ordinance described in paragraph S(B) of this Agreement shall be amended. Contractor shall report annually to the City changes in bin sizes requested by customers. An annual rate review based on bin sizes shall be conducted and considered by the City.

**17. Miscellaneous Provisions.**

- A. Paragraph headings. The headings in this Agreement 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 Agreement or any of the provisions of the Agreement.
- B. Provisions Severable. Every provision of this Agreement 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 Agreement.
- C. Rights and Remedies are Cumulative. 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. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- E. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
- F. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- G. Entire Agreement. This Agreement 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.
- H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- I. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- J. 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.

- K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- M. Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.
- N. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

**HAILEY:** City of Hailey  
c/o City Clerk  
115 South Main Street  
Suite H.  
Hailey, Idaho 83340

**CONTRACTOR:** OBRAS, LLC., d/b/a Clear Creek Disposal, Inc.  
P.O. Box 130  
Ketchum, Idaho 83340

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

- N. Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, in the sole discretion of Hailey. The parties also agree that the Contractor is prohibited from conveying, in any manner, directly or indirectly, any majority or controlling interest in the Contractor's business entity, regardless whether it is a corporation, limited liability company or other legal entity, without the prior written consent of Hailey.
- O. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods,

epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement on the day and year first above written.

CITY OF HAILEY

By: Martha Burke  
Martha Burke, Mayor

ATTEST:

Mary Core  
Mary Core, City Clerk



CONTRACTOR- OBRAS, L.L.C.

By: Mike Goitiandia  
Mike Goitiandia, Managing Member

CITY OF HAILEY  
RESOLUTION NO. 2022-\_\_

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF FRANCHISE AGREEMENT WITH  
OBRAS, LLC D/B/A CLEAR CREEK DISPOSAL, INC., FOR RESIDENTIAL  
SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION**

WHEREAS, the City of Hailey desires to enter into an agreement with Obras, LLC D/B/A Clear Creek Disposal, Inc. under which Obras, LLC D/B/A Clear Creek Disposal, Inc. will perform and be responsible for Residential Solid Waste, Compostable Materials And Recyclable Material Collection for the City of Hailey.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the terms and conditions of the Agreement for Professional Services pursuant to Resolution 2021-045, a copy of which is on file at Hailey City Hall.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the modified terms and conditions of the Agreement for Professional Services outlined in Section 5.c.i, 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 Residential Franchise Agreement between the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. and that the Mayor is authorized to execute the attached Agreement,

**DATED this** \_\_\_\_\_ day of \_\_\_\_\_, 2022

CITY OF HAILEY

By: \_\_\_\_\_  
Martha Burke

ATTEST:

\_\_\_\_\_  
City Clerk

## **FRANCHISE AGREEMENT**

### **(Residential & Commercial Solid Waste and Recyclable Materials Collection)**

This Franchise Agreement ("Agreement") is made and entered into this \_\_\_\_ day of May, 2021, by and between the CITY OF HAILEY, a municipal corporation ("Hailey") and OBRAS, L.L.C., an Idaho limited liability company d/b/a Clear Creek Disposal, Inc., an Idaho corporation ("Contractor"),

#### RECITALS

- A. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Martha Burke is the duly elected and acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.
- B. Contractor is a duly organized and acting corporation in the State of Idaho. Mike Goitiandia is the duly acting Managing Member of the Contractor and has the authority to enter into this Agreement.
- C. Hailey and Contractor have had a long, uninterrupted and mutually beneficial contractual relationship, established by Franchise Ordinance No. 1103, and prior Franchise Agreements, and amendments thereto, all adopted pursuant to Idaho Law, as to procedure and substance. Hailey has not requested proposals from other potentially qualified contractors to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, but instead, upon a finding by the mayor, that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to adoption of the Franchise Ordinance, or this agreement pertaining to solid waste collection, and therefore entered into negotiations for same with Contractor and after doing so Hailey has awarded, contemporaneously herewith an exclusive ten (10) year franchise, with a five (5) year renewal term, to Contractor to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, which exclusive franchise is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.
- D. Hailey and Contractor are desirous of an expansion of services, to include compostable materials, corrugated cardboard, collection and hauling, to enhance make more efficient recycling services, specifically in reference to central drop-off location(s), negotiations toward which are proceeding in good faith, but not having been completed as to the particulars of services to be provided or fees therefore, however the parties are in full agreement that their mutual best interests, and the best interest of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling services.
- E. Hailey and the Contractor each desire to maintain the status quo, to avoid damage to either party and the rate paying citizens served thereby with regard to current services, as specified in the Franchise Agreements in place on the date of adoption hereof, with the expectation of putting in place certain enhanced services at the central recycling drop off locations, the cost and fees for such enhanced services are reflected in the fee schedules, to be adopted by

resolution contemporaneously herewith.

- F. Subject to the terms and conditions set forth herein and Hailey Ordinance No. 1282, the parties hereto are desirous of entering into an exclusive ten (10) year franchise agreement, with a five (5) year renewal term, to provide personal services to collect, haul and dispose of residential, commercial and construction solid waste and recyclable materials within the city limits of Hailey, Idaho, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

**1. Definitions.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth herein:

"Approved Fees" as used herein shall mean and refer to the total fees and charges which Hailey has approved by resolution or ordinance, and which shall be assessed by the Contractor for services rendered pursuant to this Agreement. The Approved Fees include the following components:

- a. A Fee for solid waste residential collection using bins and carts, and for commercial solid waste collection using bins, carts and dumpsters, which fee is based on sizes and number of pick-ups, which may include rent and Idaho Sales Tax.
- b. A Fee for recyclable materials collection, which is collected in unlimited quantities in bins issued by contractor to customers, or any other suitable container, herein defined as the "Recyclable Materials Fee".
- c. A Fee for corrugated cardboard materials collection in bins issued by contractor to customers, herein defined as the "Corrugated Cardboard Fee".
- d. A Fee for compostable materials collection, collected in bins issued by contractor to customers, herein defined as the "Compostable Materials Fee".
- e. A Fee for glass materials collection which is collected from a central collection site using roll-off bins, herein defined as the Glass Site Collection Fee".
- f. A Fee for corrugated cardboard materials collection which is collected from a central collection site using a compactor, herein defined as the Compactor Site Collection Fee.
- g. A Fee for compostable materials collection which is collected from a central collection site using bins, herein defined as the Compostable Site Collection Fee.
- h. A Fee for management of the site(s) identified in e., f. and g. above, herein defined as the Materials Collection Site Management Fee.
- i. A Franchise Fee equal to six percent (6%) of Fees 1.a. through 1.e to defray the specified Franchise Fees set forth in paragraph 5(B) of this Agreement;
- j. A Billing Fee to defray amounts payable by the Contractor to Hailey for billing services pursuant to paragraph 5(B) of this Agreement, in the amount of seven percent (7%) of Fees 1.a. through 1.e

“Commercial Customer(s)” mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and multi-family residential complexes consisting of five or more dwelling units (including apartments, townhomes and condominiums), and those owners of new or remodeled construction sites and/or their agents.

“Compostable Materials” means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

“Corrugated Cardboard” means dry, clean corrugated cardboard material accepted for curbside pick-up by the Blaine County Recycling Center.

“Glass Collection Site” means an area identified by the City of Hailey to house a roll-off container to be used for drop off of glass bottles, jars and other glass materials accepted by the Blaine County Recycling Center.

“Hazardous Materials” means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be "hazardous" as that term is defined by or pursuant to federal or state law.

“Recyclable Materials” means items accepted for curbside pick-up by the Blaine County Recycling Center, excluding corrugated cardboard, compostable materials and glass.

“Residential Customer(s)” mean those owner(s) and/or occupant(s) of single family residences and multi-family residential complexes consisting of four or less dwelling units (including apartments, townhomes and condominiums).

“Self-Hauling” means the collection, hauling and disposal of Solid Waste by generator or generator's agent of the Solid Waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill.

“Solid Waste” means any garbage, refuse or other discarded material generated by Residential Customers that are not or cannot be recycled or diverted from the landfill, excluding Hazardous Materials.

1. **Exclusive Agreement.** Hailey hereby grants exclusively to Contractor the authority and privilege to engage in the business of collecting, hauling and disposing of Solid Waste and Recyclable Materials kept or accumulated and placed for collection by all Residential Customers within the corporate limits of Hailey, Idaho, and to perform all of the work described in this Agreement; provided., however, this exclusive authority and privilege does not extend to the Self-Hauling of Solid Waste or Recyclable Materials, Hazardous Materials or medical waste, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.
2. **Term.** The term of *this* Agreement shall begin May 12, 2021, and shall end at midnight, May 12, 2031, unless earlier revoked under the terms hereof.



### **3. Duties and Responsibilities of Contractor.**

- A. General Duties. Contractor is responsible for furnishing skill, labor, services, vehicles, containers, equipment, materials and supplies in accordance with the services specified in this Agreement.
- B. Scope of Services.
  - 1. Weekly Residential Solid Waste and Recyclable Materials Collection. The Contractor shall provide on a weekly basis curbside collection of Solid Waste in approximately 32, 68 or 95 gallon roll carts and curbside collection of Recyclable Materials in standardized recyclable bins. Contractor shall distribute one roll cart in the size requested by the Residential Customer and up to two recyclable bins to each Residential Customer. The roll carts, compostable and recyclable bins shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.
  - 2. Residential Corrugated Cardboard, Glass and Compostable Materials Collection. The parties each hereby commit to continuing to negotiation in good faith toward an agreement for enhanced collection of Corrugate Cardboard, and Glass which could include curbside pickup of same, and that does now include, as contemplated in the rate structure adopted contemporaneously herewith enhanced services at central recycling drop off sites consisting of compaction equipment, containers and frequency of collection and clean-up; and new services for collection of Compostable Materials in standardized compostable bins.
  - 3. Weekly Commercial Solid Waste and Recycling Materials Collection. Except as otherwise provided herein, the Contractor shall provide, on a weekly basis, collection of Solid Waste and Recyclable Materials in sizes ranging from approximately 32 gallon roll carts to 30 cubic yard roll off containers, or other standardized containers. If requested by a Commercial Customer in need of temporary Solid Waste services, such as an event or a construction project, Solid Waste and clean wood waste shall be picked up on an on call basis. Contractor shall distribute one or more containers in the size requested by the Commercial Customer. Containers and dumpsters used to collect Recyclable Materials shall be clearly marked with clear, international signage and standardized color schemes to denote what Recyclable Material is collected within the container. Receptacles for clean wood waste and cardboard shall be provided in a range of sizes to be selected by the Commercial Customer. The containers shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.

Collection of Solid Waste and Recyclable Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 o'clock a.m. and 6:00 o'clock p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following week day. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a "ad in the weekly newspapers just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Commercial Customers a minimum of two (2) weeks prior to the change.

4. Hailey Festivals. The Contractor shall provide, at no charge to Hailey, Solid Waste and Recyclable Materials collection, hauling and disposal services for the 4th of July festivities, the Northern Rockies Folk Festival and the Trailing of the Sheep Festival. For the 4th of July festivities, the Contractor shall provide a 6 yard dumpster and fourteen 95 gallon recycling containers for plastic, glass and aluminum/tin at the rodeo grounds during the term of this Agreement and two 3 yard dumpsters at locations within Hailey designated by Hailey on July 3. For the Northern Rockies Folk Festival, the Contractor shall provide a 6 yard dumpster, twelve 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Northern Rockies Folk Festival, before noon on the day of the first concert. For the Trailing of the Sheep Festival, the Contractor shall provide two 1.5 yard dumpsters and six 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for one day (Roberta McKercher Park event) and one 1.5 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for two days (dog trials) on the day before the events. Immediately before the 4th of July Rodeo and all July 4<sup>th</sup> related festival activity, the Summer's End Festival and the Trailing of the Sheep Festival, the Contractor shall provide, at no charge to Hailey, one 3 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at the public camp site at Lion's Park, which shall be emptied and removed after each event. All other dumpsters and containers shall be emptied before 10:00 a.m. on the following day during any event and removed before noon on the day following the completion of the event.

5. Collection of Solid Waste, Recyclable Materials, Compostable Materials and

Corrugated Cardboard Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 a.m. and 6:00 p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following weekday. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a 6x8 ad in the weekly newspaper just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Residential Customers a minimum of two (2) weeks prior to the change.

6. Seasonal Waste, Corrugated Cardboard and Glass. The Contractor shall provide, to Hailey or Residential Customers, a single-point collection, hauling and disposal of yard waste, such as grass clippings, leaves, branches, clean wood and similar products, for two Saturdays in the spring and two Saturdays in the fall during the term of this Agreement. The location and dates shall be specified by Hailey and Contractor by administrative agreement. The Contractor shall provide, at no charge to Hailey or Residential Customers, collection, hauling and disposal of holiday trees in January during the term of this Agreement at a location specified by Hailey. The Contractor shall provide receptacle(s) (as agreed by the parties from time to time by administrative agreement) for glass disposal, at location(s) to be determined. All glass receptacles shall be emptied at a frequency to prevent overflow of glass from the roll-off dumpster or receptacle. All glass disposal receptacles shall not have an open top and shall be designed to minimize broken glass and safety hazards, such as the glass disposal opening being limited to a small size. All pickup sites shall be within or adjacent to the city limits of the City of Hailey.
7. Disposal The Contractor shall haul and dispose, in accordance with applicable federal, state and local laws, all legally acceptable Solid Waste, Glass, Compostable Materials, Corrugated Cardboard and Recyclable Materials collected within Hailey in accordance with this Agreement to the Southern Idaho Solid Waste Transfer Station at Ohio Gulch or to such other transfer station, landfill or recycling facility designated by the Blaine County Board of County Commissioners. To the greatest extent possible, all Recyclable Materials and items described in paragraph 4(B)(2), above, shall be disposed for recycling. The Contractor shall be responsible for the payment of all charges, including disposal fees, charges and truces, associated with the disposal of Solid Waste or Recyclable Material& collected from Hailey.
8. Public Information. The Contractor shall coordinate with Hailey to provide city staff and/or a 3<sup>rd</sup> party contractor with information and to help with

dissemination of education and outreach materials in an effective and efficient manner to help promote composting, recycling and waste reduction.

9. Customer Inquiries. The Contractor shall respond to the following customer requests about:

- i. Information regarding service options and procedures.
- ii. Missed collections.
- iii. Late set outs.
- iv. Extra pickups.
- v. Start-up or termination of service.
- vi. Delivery and return of containers and bins.
- vii. Conversion of containers.
- viii. Billing and payment inquiries.

10. Local Office. The Contractor shall maintain a local office in Blaine County with telephone service and such staff as needed to respond to customer contacts, including service requests, orders for missed collections, orders for additional collections and requests for conversion of containers. Office hours shall be 8:00 a.m. to 5:00 p.m. of each weekday, except when holidays fall on weekdays.

11. Extra Pickups. The Contractor shall document all extra pickups and additional services provided to Residential Customers and shall furnish Hailey written documentation on a timely basis throughout a month of the extra pickups in addition to the weekly collection of Solid Waste and Recyclable Materials, so that these charges can be made on the current billings.

12. Bi-Annual Report. The Contractor shall submit to Hailey a bi-annual report on the first business day following November 1 and May 1, setting forth (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra pickups (measured in tons), (c) the amount of Recyclable Materials collected (measured in tons), (d) the fees charged for conversion of containers, (e) the rentals charged for containers, (f) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size and (g) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

## **5. Duties and Responsibilities of Hailey.**

- a. Right of Access. Hailey shall grant to the Contractor, during the term of this Agreement, the right and privilege of ingress and egress, to cross all public streets, alley and rights-of-way in Hailey, Any Solid Waste, Compostable Materials or Recyclable Materials collection shall be made on the public streets, alley and rights-of-way in Hailey in a manner causing the least delay and inconvenience to the public.
- b. Billing. Hailey shall be responsible for billing all customers covered by this Agreement

for the weekly Solid Waste and Recyclable Materials collection services provided by the Contractor, in the amount of the Approved Fee established for such services by resolution or ordinance duly adopted by Hailey. Hailey shall also be responsible for billing all customers covered by this Agreement for extra pick-ups of Solid Waste and Recyclable Materials provided by the Contractor in the amount of the Approved Fees established for such services by resolution or ordinance duly adopted by Hailey.

Fees adopted by resolution or ordinances shall be effective the first of the month following the effective date of this Agreement and within 60 days of the effective date of any amendment to this Agreement. Hailey shall maintain adequate records of billings, collections and outstanding accounts, and shall furnish Contractor with such records upon reasonable request. Hailey shall furnish Contractor timely information about new residential customers.

- c. Payment to Contractor. Hailey shall remit to the Contractor all Fees received for the Solid Waste, Compostable Materials, Corrugated Cardboard, Glass and Recyclable Materials collection services provided by the Contractor under this Agreement, less an amount equal to seven percent (7%) of all Fees collected, which sum shall be retained by Hailey as consideration for performance of the monthly billing services provided for herein and for educational outreach, and less an amount equal to six percent (6%) of all Fees collected, which sum shall be retained by Hailey as a franchise fee. Hailey shall begin the payment of the Fees collected, less thirteen percent (13%), *as* described herein, to Contractor on or before the last day of July, 2021, and continuing every month thereafter during and beyond the original term and renewed term, if any, of *this* Agreement for those Fees which were billed and collected pursuant to this Agreement.
  - i. Hold-Back Proviso. Maximum monthly payments from the City to the Contractor shall not exceed one hundred and fifty eight thousand dollars. (\$158,000). (hereinafter the “base sum”) The parties recognize the many variables with the Contractor’s rate structure, set after negotiations with the City insisting on higher fees for larger cart sizes with the intention of motivating customers to move to smaller, less costly carts. To assure excessive revenue does not become a windfall to the contractor, should monthly collections, less collection and franchise fees, exceed one hundred forty thousand dollars (\$158,000), that base sum shall be paid to the contractor, and funds in excess thereof shall be deposited in an interest bearing account, held in trust by the City, to benefit the rate payers in future rate resetting, including those contemplated, under negotiation, new services, but not including new growth. A full accounting of this Hold-back Trust Account shall be reported to contractor on a monthly basis, and considered as part of the ongoing negotiations hereunder.
- d. Collection. If a Residential Customer is delinquent in payment to the City for Solid Waste, composting and recycling services, Hailey will follow the procedures for notification and termination of water service described in § 13.04.150(D) of the Hailey Municipal Code, as amended. If there is termination of the Residential Customer's water service under the applicable procedure, Hailey will notify the Contractor to discontinue

garbage service. Hailey shall make good faith efforts to collect on any delinquent account.

- e. Agreement Not to Compete. Except as otherwise provided herein, upon execution of this Agreement and before the expiration or earlier termination of this Agreement, Hailey agrees not to compete with the Contractor or provide the services to be provided by Contractor under this Agreement.
- f. Mutual Duty of the Parties. Recognizing that this agreement is effective only for one year from the effective date hereof, and recognizing the new rate structure adopted hereunder, and the new and enhanced services contemplated herein; the unknown number of rate payers that may transition to smaller roll carts due to cost factors, and the impact that shift might have on the overall fees paid and collected, the parties agree to quarterly review of the rate structure to verify ongoing costs and receipts as a good faith method of ultimately entering into an Amended Franchise Agreement and cost structure for the desired new and enhanced services contemplated hereby and under continuing negotiations. In keeping herewith, The parties agree to meet not less frequently than every three months during the Extended Terms of the Franchise Agreements for the purpose of considering and negotiating, in good faith, potential amendments to the Franchise Agreements or either of them, that would require the Contractor to provide new or revised services for collecting, recycling, composting and/or disposing of residential or commercial solid waste generated within the City of Hailey, and any appropriate amendments to the schedule of the Approved Fees which the Contractor will be authorized to assess for any such new or revised services.

**6. Franchise Fee.** As set forth in paragraph 5(C) of this Agreement, Contractor shall pay Hailey and Hailey shall retain 6% of the gross revenue collected by Hailey as a franchise fee.

**7. Security.** The Contractor shall provide and maintain during the term of this Agreement security in the form of a performance bond, irrevocable letter of credit or cash equivalent ("Security") for the use and benefit of Hailey and in a form acceptable to Hailey. The Security shall cover Contractor's failure to faithfully perform all of the provisions of this Agreement. The Security shall contain appropriate recitations that it is issued pursuant to this Agreement and that it shall be construed to meet all requirements of this Agreement. The performance bond or irrevocable letter of credit shall be issued by a surety company or a financial institution authorized to do business in the State of Idaho, acceptable to Hailey and in the amount of \$100,000.00. The Contractor shall submit the Security to the City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

**8. Insurance.**

- A. Required Insurance. During the term of this Agreement, the Contractor shall keep in full force and effect at its sole expense the following insurance with the following limits on an occurrence basis:

- 1. Comprehensive General Liability and Property Damage Insurance.

Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

2. Automobile Liability (owned, non-owned and hired).

Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

3. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation.

Minimum Limits

Per Accident	\$5,000,000
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4. The Contractor shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance the laws of the State of Idaho.

- A. Additional Insured. The Contractor's certificates of insurance shall name Hailey, its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement.
- B. Notification. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated.
- C. Proof of Insurance. On or before the execution of this Agreement, the Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

**9. Equipment and Personnel.**

- A. Equipment. The Contractor shall furnish during the term of this Agreement a sufficient quantity and quality of vehicles and equipment to collect and dispose of Solid Waste, Compostable Materials and Recyclable Materials as provided herein. The vehicles shall (a) be clean and uniformly painted, (b) be equipped with warning devices, (c) prevent littering, (d) be sealed to prevent leakage, (e) lawfully registered and (f) be in good and safe running order. All containers shall be sealed, equipped with close fitting covers and in good operable condition. Equipment shall be secured within 60 days of adoption of this Agreement and amendment to this Agreement.
- B. Personnel. The Contractor shall employ during the term of this Agreement a sufficient number of skilled, trained and competent personnel to collect, haul and dispose of the Solid Waste and recyclable Materials collected under this Agreement,



and a sufficient number of managerial and office personnel to provide the necessary services described in this Agreement. The Contractor acknowledges and agrees to follow fair labor and nondiscrimination practices in accordance with state and federal laws. The Contractor also agrees to require that its employees and agents act in respectful manner while providing the public services described in this Agreement.

**10. Data Collection.** During the term of this Agreement, the Contractor shall upon request by Hailey provide to Hailey written documentation showing (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra, pickups (measured in tons), (c) the amount of Compostable Materials collected (measured in tons) (d) the amount of Corrugate Cardboard collected (measured in tons); the amount of Recyclable Materials collected (measured in tons), (e) the fees charged for conversion of containers, (f) the rentals charged for containers, (g) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size, and (h) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

**11. Default and Termination.** Termination for Cause. Hailey may terminate this Agreement for cause if the Contractor fails to perform or defaults on any of the duties or responsibilities set forth in this Agreement.

- A. Corrective Action. If Hailey finds that the Contractor has failed to perform or defaulted on any or all of the duties or responsibilities set forth in this Agreement, Hailey shall provide the Contractor a written "Notice of Intent to Terminate" the Agreement in accordance with paragraph 17(M) of this Agreement. The "Notice of intent to Terminate" shall describe with sufficient detail the Contractor's failure to perform and/or default. The Contractor shall have a period of thirty (30) days from the receipt or delivery of the Notice of Intent to Terminate the Agreement to correct the failure to perform or default. If the Contractor fails to correct the failure to perform and/or default within thirty (30) days, Hailey may terminate this Agreement immediately without further notice. The Contractor shall be given a Notice of Termination in accordance with paragraph 17(M) of this Agreement.
- B. Bond Payment. In the event of termination of this Agreement caused by the default(s) of the Contractor, the surety providing the performance bond shall undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for remainder of the term of this Agreement.
- C. Emergency Provision. The parties recognize that the public health, safety and welfare may be endangered by any disruption of the solid waste collection system. Therefore, the parties agree in the event solid waste collection is interrupted for more than ninety six (96) hours,, Hailey shall have the authority and be entitled to declare a public emergency, and shall have the tight to take temporary possession of the Contractor's equipment and facilities for the purpose of continuing the service that the Contractor has agreed to provide, in which case Hailey shall notify the Contractor and schedule a hearing at least twenty four (24) hours before taking

temporary possession of the Contractor's equipment and facilities. Hailey shall have the right to retain possession of the Contractor's equipment and facilities until the Contractor can demonstrate to the reasonable satisfaction of Hailey that the service required under this Agreement can be resumed. During any period that Hailey has temporarily assumed the obligations of the Contractor, Hailey shall be entitled to all revenue, less payment to Contractor for a reasonable rental for the facilities, equipment and other property used by Hailey in the performance of the services required under this Agreement.

- D. Failure Amend Reflecting New/Enhanced Services. The parties recognize the either party, upon sixty (60) days written notice may revoke this agreement, and the Franchise Ordinance upon which is based, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

**12. Indemnification.** The Contractor and its employees are independent contractors. and are not, under this Agreement, employees or agents of Hailey. The Contractor covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with the Contractor, related to the collection, hauling or disposal of Solid Waste and Recyclable Materials as provided under this Agreement or the provision of any service or duty under this Agreement.

**13. Annexation.** In the event Hailey annexes additional territory during the term of this Agreement, the Contractor shall have the exclusive authority, duty and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials and Recyclable Materials, as described in paragraph 2 of this Agreement, in the annexed territory for the remainder of the term of this Agreement, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Contractor shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste and Recyclable Materials.

**14. Ownership of Solid Waste.** Title to Solid Waste, Compostable Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicles and removed by Contractor from a container. By virtue of this Agreement, Hailey shall never have title to the Solid Waste, Compostable Materials or Recyclable Materials collected under the terms of this Agreement. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all Hazardous Materials and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse the Contractor or Hailey may have against any generator for disposal of any Hazardous Material or prohibited waste.

**15. Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including the Federal Occupational Safety and Health Act of 1970, as amended, and including statutes, laws, rules, regulations and ordinances, as they now exist or may hereafter be amended, relating to Hazardous Materials and relating to the collection and transportation of Solid Waste.

**16. Recycling and Composting Revisions.** In the event Blaine County or the Southern Idaho Solid Waste District elects to convert to a single or dual stream recycling process or additional incentive recycling programs involving Recyclable Materials are established, Hailey shall notify Contractor of any proposed revision, in which case the Contractor may, within thirty (30) days of such notice, seek a change in the fee schedule adopted pursuant to paragraph S(B) of this Agreement. Upon receipt of the proposed fee schedule, Hailey, in its sole discretion, may or may not approve. If approved, the resolution or ordinance described in paragraph S(B) of this Agreement shall be amended. Contractor shall report annually to the City changes in bin sizes requested by customers. An annual rate review based on bin sizes shall be conducted and considered by the City.

**17. Miscellaneous Provisions.**

- A. Paragraph headings. The headings in this Agreement 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 Agreement or any of the provisions of the Agreement.
- B. Provisions Severable. Every provision of this Agreement 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 Agreement.
- C. Rights and Remedies are Cumulative. 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. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- E. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
- F. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- G. Entire Agreement. This Agreement 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.
- H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- I. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- J. 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.

- K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- M. Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.
- N. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

**HAILEY:** City of Hailey  
c/o City Clerk  
115 South Main Street  
Suite H.  
Hailey, Idaho 83340

**CONTRACTOR:** OBRAS, LLC., d/b/a Clear Creek Disposal, Inc.  
P.O. Box 130  
Ketchum, Idaho 83340

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

- N. Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, in the sole discretion of Hailey. The parties also agree that the Contractor is prohibited from conveying, in any manner, directly or indirectly, any majority or controlling interest in the Contractor's business entity, regardless whether it is a corporation, limited liability company or other legal entity, without the prior written consent of Hailey.
- O. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods,

epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement on the day and year first above written.

CITY OF HAILEY

By: \_\_\_\_\_  
Martha Burke

ATTEST:

\_\_\_\_\_

CONTRACTOR- OBRAS, L.L.C.

By: \_\_\_\_\_  
Mike Goitiandia, Managing Member

**Blaine County Sustainability Circular Economy Task force goals 10-13-22**

**VISION:**

To achieve a circular economy in our rural community.

**GOALS:**

**Construction and Demolition:**

Maximize diversion of all construction and demolition (C&D) materials to achieve a 50% reduction by 2030.

**Recycling:**

Achieve the national 50% recycling rate goal established by the EPA by 2030.

**Organic Materials:**

Divert 50% of organic and food materials from the landfill by 2030.

**Durable and Consumer Goods:**

Invest in strategies to reduce per capita consumption and waste generation 50% by 2030.

**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 10/24/2022    **DEPARTMENT:** Legal    **DEPT. HEAD SIGNATURE:** CPS

**SUBJECT:** Motion to affirm passage and readoption of Ordinance No. 1307, approving of a Summary thereof, and publication of same.

**AUTHORITY:** x IC 50-901 & 902    ☐ IAR \_\_\_\_\_    ☐ City Ordinance/Code    HMC  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** This item is a house keeping task. Ordinance No. 1307 was passed and adopted on September 12, 2022, after the required three (3) readings pursuant to Idaho Code Section 50-901. A summary of the ordinance approved by Council at the October 11, 2022, meeting, however, the summary nor full ordinance was published within one (1) month of passage as required by IC Section 50-902. Therefore, in an abundance of caution, the ordinance is now being presented for affirmation of passage and readoption, and approval of summary for a publication date of November 2, 2022, to become final and effective thereafter.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to affirm passage and readoption of Ordinance No. 1307, approving of a Summary thereof, and publication of same.

**FOLLOW-UP REMARKS:**

Please excuse the redundancy

## HAILEY ORDINANCE NO. 1307

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.

WHEREAS, the Hailey City Council has found that the following addition to the Hailey Municipal Code, Title 10, conforms to the Hailey Comprehensive Plan; and

WHEREAS, the proposed additions will allow for the usage of sustainable transportation options; and

WHEREAS, the Hailey City Council has determined that the above-mentioned amendments are appropriate amendments; and

WHEREAS, the text addition set forth in this Ordinance will promote the public health, safety and general welfare;

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

Section 1. Title 10: Vehicles and Traffic, Chapter 10.40 Bicycles and Title 12: Streets, Sidewalks, Public Places, Chapter 12.04 Public Sidewalks, Pathways and Streets and Snow Removal; Chapter 12.12 Parks and Public Pathways, is hereby modified by the addition of the underlined language, as follows:

Chapter 10.40: Bicycles, E-Bikes, and Alternative Electric Motored Vehicles

SECTION:

10.40.010: Definitions

10.40.020: Traffic Laws Apply To Persons Riding Bicycles, E-Bikes, and Alternative Electric Motored Vehicles

10.40.030: Required ~~Bicycle~~ Equipment

10.40.040: Riding On Bicycles, E-Bikes, and Alternative Electric Motored Vehicles

10.40.050: Clinging To Vehicles

10.40.060: Riding On Roadways

10.40.070: Using Provided Bicycle Lanes And Bicycle Paths

10.40.080: Riding On Sidewalks And Crosswalks

10.40.090: ~~Passing Other Vehicles Speed Limit~~

~~10.40.100: Bicyclists Not Required To Dismount When Stopping~~

~~10.40.110~~ 10.40.100: Turn Signals

~~10.40.120~~ 10.40.110: Riding In Groups

~~10.40.130~~ 10.40.120: Bicycle Parking

~~10.40.140~~ 10.40.130: Use Of Bicycle Lanes And Bicycle Paths ~~By Other Nonmotorized Modes Of Transportation~~

~~10.40.150~~ 10.40.140: Group Events

~~10.40.160~~ 10.40.150: Unlawful Use Of Bicycle Lanes And Bicycle Paths

~~10.40.170~~ 10.40.160: Reckless Operation

~~10.40.180~~ 10.40.170: Bicycle Licenses

~~10.40.190~~ 10.40.180: Violation; Penalty

#### 10.40.010: DEFINITIONS:

For the purposes of this chapter, the following terms have the following meanings:

ALTERNATIVE ELECTRIC MOTORED VEHICLE: A vehicle, including but not limited to electric scooters, electric skateboards, and “one wheels,” provided (i) those device have electrical assist(s) totaling no more than 750 watts and enabling speeds equal to or less than 20 miles per hour.

BICYCLE: Every vehicle having wheels propelled exclusively by human power upon which any person may ride, including tricycles and other multicycles, but excluding scooter and similar devices.

BICYCLE LANE: A portion of a roadway that has been designated by signs and pavement markings for preferential or exclusive use by bicyclists. Bicycle lanes are facilities that are placed on both sides of a street, and they carry bicyclists in the same direction as adjacent vehicle traffic.

BICYCLE PATH OR BIKEWAY: Any road, street or path that in some manner is specifically designated for bicycle travel, regardless of whether such facilities are designated for the exclusive bicycle use or are to be shared with other travel modes. (Ord. 1123, 2013)

ELECTRIC BIKE (E-BIKE): A bicycle or tricycle that is equipped with fully operable pedals and the primary propulsion occurs through human power with the assistance of an electric motor.

HUMAN POWER: The motion and energy that is produced from muscles of the human body.

10.40.020: TRAFFIC LAWS APPLY TO PERSONS RIDING BICYCLES, E-BIKES, OR ALTERNATIVE ELECTRIC MOTORED VEHICLES:

A. Every person, regardless of age, who operates a bicycle, e-bike, or alternative electric motored vehicle upon a roadway, public parking lot, sidewalk, bicycle path, bicycle lane or other public vehicular right of way in the city of Hailey shall be granted the same rights and shall be subject to the same responsibilities applicable to a motor vehicle operator by the laws of the state of Idaho, and the provisions of this title not in conflict with and as authorized under Idaho Code title 49, except where provisions of those laws and ordinances by their very nature can have no application to bicycles, or where portions of this chapter direct otherwise.

B. Any peace officer of jurisdiction as defined in Idaho Code section 19-5101(d), operating a bicycle during the course of his or her duties is exempt from the requirements of subsection A of this section if the bicycle is being operated under any of the following circumstances:

1. In response to an emergency call.
2. While engaged in rescue operations.
3. In the immediate pursuit of an actual or suspected violator of the law.

C. This section does not relieve a peace officer from the duty to operate a bicycle with due regard for the safety of all persons. (Ord. 1123, 2013)

10.40.030: REQUIRED BICYCLE EQUIPMENT:

No person shall operate a bicycle, e-bike, or alternative electric motored vehicle without the following equipment:

A. Brakes capable of causing the bicycle, e-bike, or alternative electric motored vehicle to stop within twenty five feet (25') at ten (10) miles per hour on dry, level, clean pavement.

~~B. A permanent seat designed for the bicycle being operated.~~

~~C. B.~~ A bell, the human voice or other audible warning device capable of being heard at least one hundred feet (100'), except that no bicycle, e-bike, or alternative electric motored vehicle shall be equipped nor shall any person use upon a bicycle any siren or whistle.

~~D. C.~~ When in use at nighttime, a red reflector on the rear visible from a distance of three hundred feet (300') when directly in front of lawful upper beams of a motor vehicle, and a

forward facing white light attached either to the bicycle, e-bike, or alternative electric motored vehicle or the bicyclist-operator which is visible from a distance of at least five hundred feet (500') in front of the bicycle. A bicycle, e-bike, or alternative electric motored vehicle shall be equipped with a front facing white or yellow reflector when the bicyclist-operator uses a generator powered light which is unlit when ~~the bicycle is~~ stopped. (Ord. 1123, 2013)

**10.40.040: RIDING ON BICYCLES, E-BIKES, OR ALTERNATIVE ELECTRIC MOTORED VEHICLES:**

A. No person riding or operating a bicycle, e-bike, or alternative electric motored vehicle shall ride other than upon or astride a permanent and regular seat attached thereto.

B. No bicycle, e-bike, or alternative electric motored vehicle shall be used to carry more persons at one time than the number for which it is designed and equipped.

C. Every person operating a bicycle shall keep at least one hand on the handlebar at all times, and shall carry nothing which prevents full control of the bicycle or obstructs the operator's vision.

D. No person shall hold in his or her hand a mobile electronic device, as defined in section 10.44.020 Hailey Municipal Code, while riding or operating a bicycle, e-bike, or alternative electric motored vehicle. (Ord. 1254, 2019; Ord. 1123, 2013)

**10.40.050: CLINGING TO VEHICLES:**

Persons riding or operating bicycles, e-bikes, or alternative electric motored vehicle shall not attach themselves or such bicycles to a moving vehicle. This section shall not prohibit attaching a trailer device to a bicycle, e-bike, or alternative electric motored vehicle which is designed to accommodate such a device. (Ord. 1123, 2013)

**10.40.060: RIDING ON ROADWAYS:**

A. No person shall operate a bicycle, e-bike, or alternative electric motored vehicle on a roadway against the flow of motorized traffic, except where permitted by official signs or pavement markings.

B. Every person operating a bicycle, e-bike, or alternative electric motored vehicle upon a two-way roadway which does not contain a bicycle lane is entitled to use the lane appropriate for the intended destination, including the right hand lane, and any designated bus lane. The ~~bicycle-rider~~ operator shall proceed in the same direction of travel as other vehicles authorized to use that lane. On one-way roadways, a bicycle, e-bike, or alternative electric motored vehicle may be operated in any existing lane.

C. The operator of a bicycle, e-bike, or alternative electric motored vehicle traveling at a rate of speed which delays a vehicle or vehicles following in the same lane shall be required, when it is unlawful or unsafe for the following vehicle to pass, to move as far to the right of the traveled roadway, or to the left where the bicycle, e-bike, or alternative electric motored vehicle is in the left lane of a one-way roadway, as is safe under the conditions then existing; provided, however, that when the ~~bicyclist~~ operator is within fifty feet (50') of an intersection, ~~he~~ shall not be required to move to the right or left until ~~he has~~ moved through the intersection.

D. In right turn only lanes where traffic signs or signals indicate a bus, ~~trolley or streetcar~~ is permitted to go straight rather than turn right, a bicycle, e-bike, or alternative electric motored vehicle operator shall be permitted to go straight rather than turn right. (Ord. 1123, 2013)

#### 10.40.070: USING PROVIDED BICYCLE LANES AND BICYCLE PATHS:

A. Wherever a bicycle lane is present upon a roadway, ~~a bicyclist~~ the operator of a bicycle, e-bike, or alternative electric motored vehicle shall use that lane and shall not use the roadway; except that the ~~bicyclist~~ operator shall not be required to use or remain in a bicycle lane:

1. When the lane is of insufficient width to permit safe ~~bicycle~~ operation;
2. When the condition of the pavement, or the presence of water, dirt, glass or other foreign objects upon the pavement prevents safe ~~bicycle~~ operation in the lane;
3. When moving into position to make a right or left turn;
4. When an opening car door or other obstruction in an adjacent parking lane requires movement out of the lane.

B. Wherever a bicycle path has been provided immediately adjacent to a roadway, a ~~bicyclist~~ bicycle, e-bike, or alternative electric motored vehicle operator shall use that path and shall not use the roadway if official signs or markings so direct; except that a ~~bicyclist~~ operator shall not be required to use or remain on a bicycle path:

1. When the path is of insufficient width to permit safe ~~bicycle~~ operation; or
2. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe ~~bicycle~~ operation on the path. (Ord. 1123, 2013)

#### 10.40.080: RIDING ON SIDEWALKS AND CROSSWALKS:

A. ~~A bicycle may be operated upon a sidewalk, except when the number of pedestrians using the sidewalk renders riding on the sidewalk unsafe because of the risk of colliding with one of the pedestrians, in which case the bicycle rider must dismount and walk the bicycle to an area where safe riding may resume. If a bicyclist leaves a sidewalk with an official traffic~~

~~control device or a marking on the roadway requiring a bicyclist to dismount, the bicyclist shall dismount from his/her bicycle and cross the roadway by walking the bicycle only within a marked crosswalk. When riding a bicycle, e-bike, or alternative electric motored vehicle riding on the sidewalk or crosswalk, the operator shall yield the right of way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.~~

~~B. A bicycle may be operated upon and within a crosswalk, unless an official traffic control device or a marking on the roadway requires a bicyclist to dismount, in which case a bicyclist shall dismount from his/her bicycle and cross the roadway by walking the bicycle only within a marked crosswalk.~~

~~C. Any bicyclist riding upon a sidewalk, or across a roadway upon and within a crosswalk, shall yield the right of way to any pedestrian and shall give an audible warning before overtaking and passing such pedestrian. The audible warning may be given by the voice or by a bell or other lawful device capable of giving an audible signal to the person or persons being overtaken and passed.~~

~~D. B. A bicyclist bicycle, e-bike, or alternative electric motored vehicle riding upon the sidewalk, or across a roadway upon or within a crosswalk, shall have all the rights and duties applicable to a pedestrian under the same circumstances.~~

~~E. C. A bicyclist bicycle, e-bike, or alternative electric motored vehicle riding on the sidewalk shall not suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard. (Ord. 1123, 2013)~~

#### 10.40.090: ~~PASSING OTHER VEHICLES~~ SPEED LIMIT:

~~The operator of a bicycle may pass another vehicle upon the right when traveling on a two-way roadway and may pass on the left when traveling in the left lane of a one-way roadway, but only under conditions safely permitting such movement. A bicyclist shall not pass between two (2) lanes of motor vehicles proceeding in the same direction. (Ord. 1123, 2013)~~

Persons riding bicycles, e-bikes, or alternative electric motored vehicles shall operate at a safe and appropriate speed, equal to or less than 20 miles per hour.

#### 10.40.100: ~~BICYCLISTS NOT REQUIRED TO DISMOUNT WHEN STOPPING:~~

~~Whenever a bicyclist is required to bring a bicycle to a stop in conformance with an official traffic control device, the operator shall halt forward motion but shall not be required to dismount or remove his/her feet from the pedals. (Ord. 1123, 2013)~~



~~10.40.110~~ 10.40.100: TURN SIGNALS:

The operator of a bicycle, e-bike, or alternative electric motored vehicle intending to turn shall signal his intent to turn with the appropriate hand and arm signal at least one hundred feet (100') prior to turning. The hand signal need not be continuous. (Ord. 1123, 2013)

~~10.40.120~~ 10.40.110: RIDING IN GROUPS:

Persons riding bicycles shall not ride more than two (2) abreast except upon bicycle paths of twelve feet (12') or more. Bicyclists operating two (2) abreast upon a roadway or bicycle path shall return to a single file configuration when a vehicle approaches from behind in the same lane. (Ord. 1123, 2013)

~~10.40.130~~ 10.40.120: BICYCLE PARKING:

Bicycles, e-bikes, or alternative electric motored vehicles shall be parked using established bicycle racks. In the event bicycle racks are not available, bicycles shall be parked in such a manner as to not obstruct or impede the movement of pedestrians, motor vehicles or other bicycles, or as to not cause damage to trees, shrubs or other living plants. (Ord. 1123, 2013)

~~10.40.140~~ 10.40.130: USE OF BICYCLE LANES AND BICYCLE PATHS BY OTHER NONMOTORIZED MODES OF TRANSPORTATION:

A. Pedestrians shall not travel upon a bicycle lane where a sidewalk is provided or upon a bicycle path where a separate footpath has been provided.

B. When a pedestrian is traveling upon a bicycle lane or bicycle path, a ~~bicyclist~~ bicycle, e-bike, or alternative electric motored vehicle operator approaching the pedestrian from the rear shall be required to give audible warning when overtaking and passing such pedestrian.

C. A ~~bicyclist~~ bicycle, e-bike, or alternative electric motored vehicle operator shall always yield the right of way to a pedestrian who is physically disabled. (Ord. 1123, 2013)

~~10.40.150~~ 10.40.140: GROUP EVENTS:

A bicycle race, parade or other group event for ~~bicyclists~~ operators of bicycles, e-bikes, or alternative electric motored vehicles may be conducted upon public rights of way in the city of Hailey if a special events permit is obtained. Special events permit applications shall be made through the office of the city clerk. (Ord. 1123, 2013)

~~10.40.160~~ 10.40.150: UNLAWFUL USE OF BICYCLE LANES AND BICYCLE PATHS:

It shall be unlawful for any person without authorization from the local authority having jurisdiction thereof to cut, alter, break, injure, damage or perform work upon any bicycle path or bicycle lane in the city of Hailey. (Ord. 1123, 2013)

~~10.40.170~~ 10.40.160: RECKLESS OPERATION:

A person who uses or rides a bicycle, e-bike, or alternative electric motored vehicle on a sidewalk, street, roadway, highway or any public or private property open to public use, carelessly and heedlessly, or without due caution and circumspection, or at such a speed or in any other manner as to endanger or be likely to endanger any person or property shall be guilty of reckless ~~bicycling~~ operation. (Ord. 1123, 2013)

~~10.40.180~~ 10.40.170: BICYCLE LICENSES:

A. Registration Recommended: The city of Hailey, as a matter of public policy, recommends that all residents of Hailey who own a bicycle, e-bike, or alternative electric motored vehicle have such ~~bicycle~~ registered with and tagged by the Hailey police department or its designated agents. The purpose of ~~a bicycle~~ the license is to assist the ~~bicycle~~ owner, the Hailey police department, or other public safety agencies in ~~recovering a bicycle~~ its recovery should ~~the bicycle~~ it be stolen or otherwise misplaced.

B. Registration: A bicycle, e-bike, or alternative electric motored vehicle may be registered by filing with the Hailey police department the name and address of the owner together with a complete description of ~~the bicycle~~ it on forms provided by or made available to the Hailey police department. The fee for registration may be established by resolution of the Hailey city council. The registration fee applies for the entire period the license registrant owns the licensed bicycle, e-bike, or alternative electric motored vehicle. Registration shall be serially numbered and kept on file by the Hailey police department. Upon such registration, the Hailey police department or its designee shall cause an identification tag to be affixed to the registered bicycle, e-bike, or alternative electric motored vehicle, which shall be serially numbered to correspond with the registration number. Such tag shall remain affixed ~~to~~ the bicycle unless removed by the Hailey police department for cause or for retagging upon reregistration.

C. Destruction Of Tag: Any person who willfully removes, defaces or destroys any bicycle, e-bike, or alternative electric motored vehicle identification tag issued by the city of Hailey on a bicycle, e-bike, or alternative electric motored vehicle not owned by the person shall be guilty of a misdemeanor and, upon conviction, may be sentenced to jail for not more than six (6)

months or may be fined not more than three hundred dollars (\$300.00), or may be punished by both fine and imprisonment.

D. Transfer Or Nonuse: Within ten (10) days after any bicycle, e-bike, or alternative electric motored vehicle registered hereunder shall have changed ownership or have been dismantled or taken out of operation, the person in whose name ~~the bicycle~~ it has been registered is encouraged to report such information to the Hailey police department. In case of change of ownership, upon payment of the registration fee and production of a bill of sale signed by the previous registered owner, the registration shall be changed to show the name of the new owner or registered with a new number and cancellation of the former. (Ord. 1123, 2013)

~~10.40.190~~ 10.40.180: VIOLATION; PENALTY:

Unless otherwise provided, any person violating any of the provisions of this chapter shall be guilty of an infraction, punishable by a fixed penalty and court costs set forth in the Idaho infraction rules for pedestrian and bicycle, e-bike, or alternative electric motored vehicle infractions. (Ord. 1170, 2015; Ord. 1123, 2013)

#### Chapter 12.04: Public Sidewalks, Pathways and Streets and Snow Removal

##### 12.04.010: DEFINITIONS

IMPROVED PATHWAY: A ~~nonmotorized~~ path that is constructed of or with concrete, concrete pavers, pavement, gravel or similar material.

##### 12.04.060: MOTORIZED VEHICLES

It shall be unlawful for any person or entity to drive or operate an automobile, motorcycle, moped, alternative electric motored vehicle over 750 watts, or e-bike that does not require human power for primary propulsion (reference 10.40.010) ~~motorized vehicle, including a motorcycle,~~ on or over a public sidewalk, public pathway or planting strip, except for equipment used for snow removal. (Ord. 1115, 2012; Ord. 906 § 1, 2005)

#### Chapter 12.12: Parks and Public Pathways

##### 12.12.010: DEFINITIONS

OPDMD: Other Power-Driven Mobility Devices, devices that have electrical assist totaling no more than 750 watts and enabling speeds equal to or less than 20 miles per hour.

RAILROAD RIGHT-OF-WAY (BIKE PATH): That certain real property lying within the legal City limits of the City, legally described in section 12.12.090, "Exhibit A", of this chapter.

WHEELCHAIR: A manually operated or power-driven device designed primarily for use by an individual with a mobility disability for the purpose of both indoor and outdoor locomotion. Wheelchairs and manually powered mobility aides by individuals with mobility disabilities such as would qualify the user to obtain an Idaho State handicap parking permit or otherwise allowed under the Americans with Disability Act shall be permitted on City pathways, streets, and sidewalks.

12.12.030: RAILROAD RIGHT-OF-WAY (BIKE PATH):

Except as otherwise provided herein, the railroad right-of-way shall only be used for ~~nonmotorized~~ recreational uses by any pedestrians, equestrians, ~~bicycle riders~~, cross country skiers, snowshoers, and ~~similar users~~ bicycles, e-bikes, alternative electric motored vehicles, wheelchairs, and OPDMDs. Except when necessary for construction of improvements or maintenance of the railroad right-of-way, no ~~motorized vehicles, including, without limitation,~~ automobiles, motorcycles, ~~trail bikes~~, mopeds, alternative electric motored vehicles over 750 watts, or e-bikes that do not require human power for primary propulsion ~~motorized bicycles and motor scooters~~, shall be permitted on the railroad right-of-way. (Ord. 1030 § 1, 2009)

12.12.060: USE OF SKATEPARK FACILITY:

A. Use of the skatepark facility is for use by persons using human powered skateboards, in-line skates, scooters and roller skates only. All other uses are prohibited.

B. The following are expressly prohibited at the skatepark facility:

1. Bicycles, e-bikes, BMX bicycles and similar bicycles, and ~~motorized or electric vehicles or devices~~ alternative electric motored vehicles.
2. Food and drinks on or directly over concrete surfaces.
3. Glass containers or any glass item.
4. Animals.
5. Smoking, chewing or ingestion of a tobacco product or an electronic cigarette by any person regardless of age.
6. Possession of a tobacco product or an electronic cigarette by a minor.
7. Possession of any liquor, beer or wine by any person, regardless of age. (Ord. 1216, 2017; Ord. 1156, 2014; Ord. 1083 §§ 1 - 6, 2011; Ord. 1030 § 1, 2009)

12.12.065: USE OF JIMMY'S GARDEN:

A. The following are expressly prohibited at Jimmy's Garden:

1. Bicycles, e-bikes, BMX bicycles and similar bicycles, and ~~motorized and electric vehicles or devices~~ alternative electric motored vehicles.
2. Glass containers or any glass item.

3. Animals.
4. Smoking, chewing or ingestion of a tobacco product or an electronic cigarette by any person, regardless of age.
5. Possession of a tobacco product or an electronic cigarette by a minor.
6. Consumption or possession of any liquor, beer or wine by any person, regardless of age. (Ord. 1216, 2017)

12.12.070: PERMITTED AND PROHIBITED USES OF CITY PARKS AND PUBLIC PATHWAYS:

- A. Except as otherwise provided, City parks and trails shall ~~only~~ be used by pedestrians, equestrians, ~~bicycle riders~~, cross country skiers and snowshoers, and ~~all other nonmotorized recreational uses~~ bicycles, e-bikes, alternative electric motored vehicles, wheelchairs, and OPDMs. ~~Licensed motorized vehicles are permitted on designated roadways and parking areas within City parks.~~
- B. Except as ~~otherwise provided~~ when necessary for construction of improvements or maintenance of City parks and trails, motorized vehicles, including, without limitation, automobiles, motorcycles, ~~trail bikes~~, mopeds, alternative electric motored vehicles over 750 watts, or e-bikes that do not require human power for primary propulsion ~~bicycles and motorized scooters~~, shall not be permitted on City parks and trails. ~~Motorized vehicles are permitted for construction of improvements or maintenance of the City parks and trails.~~
- C. Smoking, chewing, possession or ingestion of a tobacco product or an electronic cigarette by a minor at City park is prohibited.
- D. Consumption or possession of any liquor, beer or wine by a minor at City park is prohibited.
- E. All persons using a City park or facility shall do so at their own risk. (Ord. 1216, 2017; Ord. 1171, 2015; Ord. 1100, 2012; Ord. 1083 §§ 1 - 6, 2011; Ord. 1030 § 1, 2009)

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 passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THE 12th DAY OF SEPTEMBER, 2022, AFFIRMED, READOPTED AND APPROVED BY THE MAYOR THIS 24<sup>th</sup> DAY OF OCTOBER, 2022.

\_\_\_\_\_  
Martha Burke, Mayor, City of Hailey

Attest:

\_\_\_\_\_  
Mary Cone, City Clerk

Publish Idaho Mountain Express: \_\_\_\_\_, 2022

## **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, affirmed and readopted October 24, 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. 1280 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 24th day of October 2022.

/s/ Christopher P. Simms

Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express, November 2, 2022.

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 06/13/22 **DEPARTMENT:** Admin/Community Development **DEPT. HEAD SIGNATURE:** LH/RD

**SUBJECT:** 2nd reading of Ord. no. 1312 ,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)

**AUTHORITY:** ☐ ID Code \_\_\_\_\_ ☐ IAR \_\_\_\_\_ ☐ City Ordinance/Code Title 15

(IFAPPLICABLE)

International Residential Code Appendices Q and R

**BACKGROUND:**

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Caselle # \_\_\_\_\_

Budget Line Item # \_\_\_\_\_

YTD Line-Item Balance \$ \_\_\_\_\_

Estimated Hours Spent to Date:

Estimated Completion Date:

Staff Contact: Lisa Horowitz

Phone # 788-9815 #13

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion Language:

2nd reading of Ord. no. 1312 ,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)

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**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

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**ACTION OF THE CITY COUNCIL:**

\_\_\_\_\_  
Date \_\_\_\_\_

City Clerk \_\_\_\_\_

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**FOLLOW-UP:**

\*Ord./Res./Agrmt. /Order Originals:      \*Additional/Exceptional Originals to: \_\_\_\_\_ Copies  
(all info.):      Copies

Instrument # \_\_\_\_\_

## HAILEY ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING 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

**Return to Agenda**