

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Tuesday, June 13, 2023 * Hailey City Hall Meeting Room**

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

ACTION ITEM.....

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

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

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

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

CONSENT AGENDA:

CA 162	Motion to adopt Resolution 2023-075, authorizing the Mayor’s signature on a grant agreement with the Local Highway Technical Assistance Council (LHTAC) in the amount of \$250,000 to build a shared use pathway on the north side of Quigley Road ACTION ITEM	1
CA 163	Motion to ratify the Mayor’s signature on Library’s Idaho Commission for Libraries facilities grant application ACTION ITEM	23
CA 164	Motion to approve Resolution 2023-076, a resolution adopting the First Amendment to the Financial Services Agreement between the City of Hailey and Piper Sandler & Co to clarify duties for general obligation and revenue bond issues as well as amend personnel in existing contract ACTION ITEM	35
CA 165	Motion to ratify the Mayor’s signature on a letter of support for the Wood River Land Trust’s WaterSMART application to the Bureau of Reclamation Aquatic Ecosystem Restoration Program grant ACTION ITEM	41
CA 166	Motion to approve Resolution 2023-077, authorizing sales agreement with Tumbleweed Tiny Home Company for purchase of Tiny Home on Wheels for \$128,688 ACTION ITEM	44
CA 167	Motion to approve Resolution 2023-072, approving amended payment options on the ARCH Community Housing Trust agreement to manage 410 N. River Street Unit 8 on behalf of the City of Hailey with a monthly fee of \$50 ACTION ITEM	53
CA 168	Motion to approve Resolution 2023-078, accepting Blaine County’s canvassed election results and enter into our meeting minutes ACTION ITEM	59
CA 169	Motion to adopt Resolution 2023-079, authorizing the Mayor’s signature on Pay Request No. 1 with B & G Dirtworks, for the McKercher Blvd Right of Way Improvements project, for \$70,000 ACTION ITEM	65
CA 170	Motion to adopt Resolution 2023-080, authorizing the Mayor’s signature on Pay Request No. 1 with Skyline Excavation and Grading, for the Water Fill Station project, for expected payment of \$25,539 ACTION ITEM	69
CA 171	Motion to adopt Resolution 2023-081, authorizing the Mayor’s signature on an Idaho Department of Water Resources water right transfer application to change the use of water right number 37-22019. ACTION ITEM ..	74
CA 172	Motion to adopt Resolution 2023-082, authorizing a contract with Kartchner Beaucannon Associates LLC, in the amount not to exceed \$9,145 for Architectural Design Services for the Water Division Office Building project. ACTION ITEM	90
CA 173	Motion to approve Resolution 2023-083, Memorandum of Understanding with local taxing districts for a Recreation Needs Assessment ACTION ITEM	94
CA 174	Motion to approve Resolution 2023-084, authorizing the mayor to sign pyrotechnics contract with Lantis Productions for \$18,000 purchase and display of fireworks on July 4, 2023. ACTION ITEM	103
CA 175	Motion to approve Resolution 2023-085, authorizing the mayor’s signature on the extension of the Security Agreement for Amatopia Subdivision, to November 30, 2023. ACTION ITEM	115

CA 176	Motion to approve Resolution 2023-086, authorizing Contract for Services with Pitney Bowes for new lease on SendPro C Auto Postage meter and scale ACTION ITEM	125
CA 177	Motion to approve the special event application from The Trailhead Bicycles for a Summer Kick-Off Street Party on 1 st Avenue between Carbonate and Bullion, Saturday, July 1 st . ACTION ITEM	144
CA 178	Motion to approve the special event application from Dental Legacy Foundation for the “Paint a Legacy 5K” color run - start and end near Community Campus on Saturday, July 1st from 7am-3pm, ACTION ITEM ..	156
CA 179	Motion to approve new alcohol license application by Landerson, Inc. DBA Café Della ACTION ITEM	165
CA 180	Motion to approve the Findings of Fact, Conclusions of Law, and Decision of the Fifth Amendment to the Planned Unit Development (PUD) Agreement of Lido Equities Group Idaho, LLC, The proposed project is located on Woodside Boulevard, between Laurelwood and Winterhaven Drives. ACTION ITEM	181
CA 181	Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the Preliminary Plat Application by ARCH Community Housing, where Lots 1 and 2, Block 21, Woodside Subdivision #21 (2711 and 2721 Shenandoah Drive) are reconfigured, creating Lot 1, comprising of 11,105 square feet, Lot 2, comprising of 11,080 square feet and Lot 3, comprising of 29,763 square feet within the Limited Business (LB) Zoning District. ACTION ITEM	204
CA 182	Motion to approve the summary of Ordinance No. 1325, Title 17, Chapter 17.02: Definitions, and Chapter 17.05: Official Zoning Map and District Use Matrix. ACTION ITEM	231
CA 183	Motion to approve minutes of May 22, 2023 and to suspend reading of them ACTION ITEM	234
CA 184	Motion to ratify claims for expenses incurred paid in May, 2023 ACTION ITEM	244
CA 185	Motion to approve claims for expenses incurred during the month of May 2023, and claims for expenses due by contract in June, 2023 ACTION ITEM	255

MAYOR’S REMARKS:

MR 000

PUBLIC HEARING:

PH 186	Consideration of Ordinance No.____, submitted by F & G Idaho, LLC, to amend Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay (DRO), Section 17.04R.060: Down Residential Overlay Bulk Requirements, to add Item B., which would allow for a maximum building height of thirty-five (35) feet within the General Residential (GR) and Downtown Residential Overlay (DRO) Zoning District (<i>Continued from May 22, 2023</i>) ACTION ITEM	289
PH 187	Consideration of Ordinance No.____, a Zone Change Application submitted by Wood River Land Trust, and Resolution 2023-____, a Development Agreement, to amend the City of Hailey Zoning District Map, Section 17.05.020, and rezone Lots 5 & 6, Block 39, Townsite (119 N 2 nd Ave) from the General Residential (GR) to the Transitional (TN) Zoning District. ACTION ITEM	300
PH 188	Consideration of Ordinance No.____, amendment to Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D., to allow for City Staff and the City Engineer to approve and grant an extension of the preliminary plat. (<i>Continued from May 22, 2023</i>) ACTION ITEM	318
PH 189	Introduction of Mayor’s proposed budget for FY 2024, regarding General Fund budgets ACTION ITEM	326

NEW BUSINESS:

NB 190	Discussion of Wastewater Bond Schedule ACTION ITEM	329
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OLD BUSINESS:

OB 191	3 rd Reading of Ordinance No. 1316 Amending Hailey’s Area City Impact Boundary Map ACTION ITEM	335
OB 192	2 nd Reading of Ordinance No. 1326 Amending Title 15: Buildings and Construction, Section 15.16.130: Development Impact Fee Schedule to provide for annual adjustments ACTION ITEM	344

STAFF REPORTS:

SR 193	City and ITD Chip Seal effort	Council Reports	Mayor’s Reports	(no documents)
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Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1327 Next Resolution Number- 2023-087

AGENDA ITEM SUMMARY

DATE: 6/13/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2023-___, authorizing the Mayor’s signature on a grant agreement with the Local Highway Technical Assistance Council (LHTAC) in the amount of \$250,000 to build a shared use pathway on the north side of Quigley Road. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

LHTAC has awarded a \$250,000 grant to the City to construct a new pathway that connects the existing pathway along the north side of Quigley Road with the Quigley Canyon trailhead, in accordance with the City’s original grant application. The City plans to begin bidding the project this Fall/Winter, to be constructed in the spring of 2024.

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 adopt Resolution 2023-___, authorizing the Mayor’s signature on a grant agreement with the Local Highway Technical Assistance Council (LHTAC) in the amount of \$250,000 to build a shared use pathway on the north side of Quigley Road. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2023**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A GRANT AGREEMENT WITH THE LOCAL HIGHWAY
TECHINCAL ASSISTANCE COUNCIL, IN THE AMOUNT OF \$250,000, TO
CONSTRUCT A SHARED USE PATHWAY ON QUIGLEY ROAD.**

WHEREAS, the City of Hailey desires to increase bike and pedestrian safety for residents and visitors through a connected bike/ped network,

WHEREAS, the City of Hailey desires to enter into a grant agreement with the Local Highway Technical Assistance Council in the amount of \$250,000, to build a separated shared use pathway,

WHEREAS, the City of Hailey and the Local Highway Technical Assistance Council 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 Local Highway Technical Assistance Council, and that the mayor is authorized to execute the attached agreement.

Passed this 13th day of June, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

LHTAC/LOCAL AGREEMENT
2023 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM
QUIGLEY ROAD PATHWAY, CITY OF HAILEY
CPS#2023-53

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and **City of Hailey**, acting by and through its Board or Council (Sponsor).

PURPOSE

LHTAC is administering the Children Pedestrian Safety (CPS) Program on behalf of both LHTAC and the Idaho Transportation Department (ITD) with state funds obligated from the Idaho Legislature. This program is intended to serve the cities, counties and highway districts. The Sponsor has requested to receive a grant award to complete construction of its sidewalk/pathway project. The purpose of this Agreement is to set out the terms and conditions to accomplish this Project.

Authority for this Agreement is established by Senate Bill 1206 and House Bill 334 of the 2017 legislative session.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary for Sponsor to construct the project as part of this Agreement.
2. State participation in the project is in the form of a grant for the amount of \$250,000. No match is required. Scheduled funding for this project is listed in the approved CPS Program rankings, and subsequent revisions.
3. If the project is terminated prior to completion, Sponsor shall repay to LHTAC all state funds received for the project.
4. The Sponsor acknowledges that eligible uses of funds are material purchases and hiring a contractor to perform work. Ineligible uses of funds include reimbursement of sponsor for agency work or salary cost including but not limited to design, construction or inspection related activities. Other ineligible uses of funds include engineering fees of any kind, equipment fees, project costs prior to agreement execution, project match, education and outreach.

5. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

SECTION II. LHTAC shall:

1. Provide the following services incidental to Project development:
 - a. Provide support to the Sponsor on project bidding, procurement processes, general questions, and other technical assistance.
 - b. Provide approved funding to Sponsor upon receipt of agreement.
 - a. Complete final acceptance of each Project based on Sponsor documentation and physical observation.
2. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
3. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated prior to completion.
4. Cancel the Agreement should Sponsor not be able to provide an acceptable mid project update by **October 13, 2023** and request Sponsor to return the funds, unless a written extension has been granted by LHTAC.

SECTION III. Sponsor shall:

1. Sponsor warrants that it will repay any state funds on this project if Project is terminated prior to completion. The Sponsor also warrants that it will repay all state funds if an acceptable mid project update is not provided to LHTAC by **October 13, 2023** unless an extension has been granted by LHTAC.
2. Provide LHTAC with a mid-project report by **October 13, 2023**.
3. Provide LHTAC with before and after pictures upon completion of the project.

4. Bid and award the project following state procurement rules if applicable.
5. Complete Project and provide Project Closeout Form and financial records to LHTAC by **January 19, 2024**.
6. Comply with all other applicable Federal and State statutes and regulations.
7. Sponsor agrees that failure to deliver any of the specified items listed above may result in the program award being rescinded.
8. Any excess funds that cannot be used on eligible expenses shall be returned to LHTAC for the CPS Program.

EXECUTION

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed representative, attested to by its Clerk.

LHTAC

Administrator

ATTEST:

City of Hailey

Clerk

Representative

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333
(208) 788-4221
Fax: (208) 788-2924

May 23, 2022

Local Highway Technical
Assistance Council
3330 Grace Street
Boise, ID 83703

Subject: Children Pedestrian Safety Program Grant Application
Quigley Pathway Project
Sponsor Support Letter

Dear Local Highway Technical Assistance Council:

The City of Hailey is pleased to submit a Children Pedestrian Safety Program grant application for the *Quigley Pathway Project*. The proposed project would connect and expand existing pathways from the Croy St. Path that runs from SH-75/Main St and connects with the 20-mile, valley long Wood River Trail and will also complement pathway project KN22947 from Croy St. to Quigley Rd.

For many years, the City has been a strong supporter of bicycle and pedestrian facilities that safely connect all types of non-drivers, including school children, to destinations within Blaine County. This project is included in the City's current *Transportation Master Plan*, updated in October 2020. In addition, the *Blaine County Community Bicycle & Pedestrian Master Plan* includes Croy St. as a priority street for bicycle and pedestrian improvements.

The *Quigley Pathway Project* is one of a series of planned bicycle/pedestrian facility improvements in Hailey - improvements that will result in a comprehensive network that is focused on safely and efficiently moving people, not just cars. Completing this project will be a major milestone to achieving our vision for bicycle and pedestrian facilities in Hailey.

Thank you for your consideration.

Sincerely,



Martha Burke
Mayor

3. APPLICATION

3.1 APPLICATION QUESTIONS

Project Title: Quigley Road Pathway

City, County, or Highway District Name: Hailey, ID

Mailing Address (This can be a PO Box): 115 S. Main Street, Suite H, Hailey, ID 83333

Also include a physical address as we cannot send checks FedEx to a PO Box: 115 S. Main Street, Suite H, Hailey, ID 83333

*Contact Name: Brian Yeager

Phone: (208) 788-9815 Ext. 4224

Email: brian.yeager@haileycityhall.org

*Please list the person from your agency we should call if we have any questions on this project application.

Amount Requesting: \$250,000

Total Amount of Project: \$250,000

Amount and source of other funds: _____

Include a copy of the project ***Schedule***.

Include a copy of the ***Program Agreement and Maintenance Agreement if applicable***.

Please provide the following supportive information in the order listed below.

1. Did you apply for 2021 Children Pedestrian Safety funding (yes/no)
2. Provide a map clearly showing project limits (1/2 page)
3. Project description (limit 1/2 page)
4. How does your project provide direct impact to children pedestrians? (limit ½ page)
5. How does your project address safety? Do you have evidence or data to support your answer? (limit 1 page)
6. How does your project address mobility? Does it tie into an existing pedestrian system and/or provide connectivity? Is it supported by a transportation and/or pedestrian plan? (limit ½ page)
7. Do you own the right-of-way or easements for your project? If not, do you have commitment letters and/or agreements to ensure the right-of-way or easements can be acquired timely for assurance that the project can be completed within the specified time frame?
8. Do you have support from your community and/or neighboring agencies? Limit 5 pages (can be letters, emails, etc.).
9. Do you have letters of commitment from other partners to perform work or donate services/material to complete the project (beyond project funds)?

3.2 PROGRAM AGREEMENT FORM

Please complete the form and have a signing authority sign the bottom of the form.
Return this form with your completed application.

City, County or Highway District: Hailey, ID

Signing Authority: Martha Burke

Position: Mayor

Project Name: Quigley Pathway Project

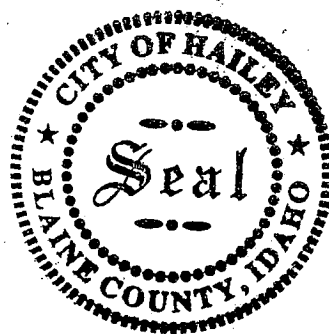
Receiving this grant requires the City, County, or Highway District agrees to the following program requirements;

- Receive concurrence from ITD if the project is in the state right-of-way or along a state route (provide verification with your application).
- Pay for and/or complete project design and plans.
- Provide LHTAC with a construction schedule before construction begins.
- Prepare mid-project update to LHTAC by **July 21, 2023**.
- Follow State Procurement Rules for advertising, bidding and award of contracts.
- Provide accounting, before and after pictures and close-out summary form upon project completion.
- Complete project construction by **December 9, 2023**.

ACKNOWLEDGED BY

Martha Burke

SIGNATURE



City of Hailey 2022 Child Pedestrian Safety Grant Application

QUIGLEY ROAD PATHWAY – CITY OF HAILEY, IDAHO

1. Did you apply for 2021 Children Pedestrian Safety Funding?

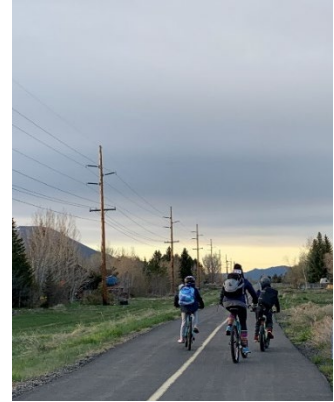
Yes, we applied for 2021 Children Pedestrian Safety Funding but our application was not funded.

2. Provide a map clearly showing project limits (1/2 page)



3. Project Description (1/2 page)

The Quigley Road Pathway is the final section of multimodal pathway that connects the entire eastern portion of the City of Hailey. This project will add a shared-use sidepath adjacent to a minor collector road to increase the connectivity of Hailey's pedestrian and bicycle infrastructure while improving safety for all users. The proposed Quigley Pathway project provides safe access for children between five local schools, growing residential neighborhoods, popular recreational trails, after-school programs, and downtown Hailey.



The Quigley Pathway Project proposes the construction of approximately 1,700 feet of 8-12 ft wide multiuse pathway along Quigley Road. The pathway is separated from the road by an approximately 5- foot buffer.

The pathway will provide a continuous connection for pedestrians from the east side of Hailey, into the downtown core and the 20-mile long north/south Wood River Trail that connects the length of the Wood River Valley. Quigley Road is the main connection between downtown Hailey and the eastern complex of the valley; it is a two-lane, east-west corridor.

The Quigley Pathway project is in the heart of a densely populated region that is currently expanding. Two new recently completed subdivisions are expected to increase vehicular and pedestrian traffic dramatically on Quigley Road. The City of Hailey has prioritized this pathway connector by securing grant funding through TAP to build the first section of this connector, the second portion of the pathway has been constructed, at the requirement of the City, by the Sunbeam Subdivision - the proposed project is the final section of pathway that will work together with the existing and planned pathways to create a systemic solution for keeping children safe, traveling to and from school, after school care and surrounding neighborhoods.

4. How does your project provide direct impact to children pedestrians? (limit ½ page).



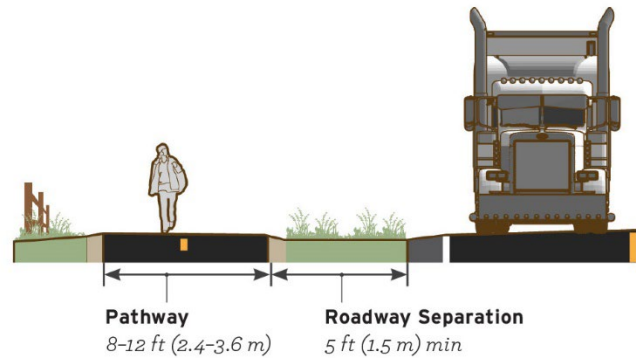
Children enjoying BCRD bike park and swimming pool. Credit: Dev Khalsa

The *focus on youth and their ability to safely navigate Hailey on foot and by bicycle* is the driving influence for this project. Over 1,800 students attend school within 1.6 miles of the proposed Quigley Pathway. More than half of those students participate in after-school activities, many of which are based in Quigley Canyon. The Blaine County Recreation District (BCRD) is less than a mile from the proposed pathway, and offers after school and summer camp programming (70-110 children), a new Quigley Bike Trails Park (24,000+ user days), cross-country skiing in the winter (10,000+ user days), and the only public swimming pool in Hailey (20,000 user days).

This area is expected to attract increasing bike/pedestrian users, especially children, as the BCRD continues to develop and improve its recreational facilities. Plans are in place to expand access to a popular winter sledding hill in Quigley Canyon, and to expand the children’s Nordic ski programming offerings. Walking is often a child’s only means of transportation; the proposed Quigley Road Pathway will provide safe walking infrastructure along a route already frequented by school-age children.

5. How does your project address safety? Do you have evidence or data to support your answer? (limit 1 page).

The proposed Quigley Road Pathway addresses safety by providing a separated, multimodal pathway adjacent to an artery of pedestrian recreation running through the center of our community. In the past five years, there have been two motor vehicle crashes on Quigley Road. There currently are no pedestrian facilities along this section of the road. Every day, year-round, children travel on Quigley Road to access schools, afterschool programs, recreational trails and facilities, and summer youth programming. According to FHWA's *Safety Benefits of Walkways, Sidewalks, and Paved Shoulders* publication, almost 8% of the 4,500 annual pedestrian deaths occur while walking along the roadway. Studies on implementing sidepaths have been shown to reduce "pedestrian walking along roadway" crashes **by 88 percent** (FDOT Crash Reduction Factors 2008). The installation of a pathway on Quigley Road is expected to measurably reduce the number and severity of pedestrian-involved crashes.



Credit: FHWA Rural Design Guide

A traffic study from the fall of 2021 found that over half of the drivers on Quigley Road are speeding. This is a popular route for teen drivers to access the only public high school in the Wood River Valley. The CDC states, "The risk of motor vehicle crashes is higher among teens aged 16–19 than among any other age group. In fact, per mile driven, teen drivers in this age group are nearly three times as likely as drivers aged 20 or older to be in a fatal crash" (CDC Transportation Safety). Our police department has actively increased patrolling this area, but mitigating the potential for a crash by removing pedestrians from the roadway is an important safety measure that should be implemented as soon as possible. Providing a connected pathway could encourage more students to walk or bike, further mitigating teen-driving safety concerns. Two large new subdivisions have been built in this area in the past year. An influx of over 200 additional residential units is predicted to exacerbate existing vehicular concerns for families and children.

This section of the Quigley pathway will be buffered from the road by an approximately 5-foot separation, as recommended by the AASHTO Roadside Design Guide. The pathway crosses four driveways on the north side of Quigley Road. Hailey residents have demonstrated awareness of pedestrian pathways in residential areas. The proposed pathway is similar to other pathways in the region that residents have become familiar with. The City will address safety concerns at these intersections by promoting awareness of conflict points through public outreach and by facilitating proper yielding of motorists to bicyclists and pedestrians. This will be accomplished by ensuring there is adequate stopping sight distance and using markings and signage to indicate the crossing pathway.

The Crash Modification Factors Clearinghouse has several Crash Modification Factors (CMFs) related to pedestrian improvements. The "install sidewalk" countermeasure is expected to **reduce pedestrian and bicycle-related crashes by 59%** compared to not implementing a countermeasure. In 2019, 6,206 pedestrians were killed in traffic crashes, and an estimated 76,000 were injured nationwide according to the NHTSA. That means **"every 85 minutes a pedestrian is killed in a traffic crash."** A dedicated multiuse pathway on Quigley Road will help mitigate the fatality rate from raising in the future, especially as more children walk and bike to and from school in nearby neighborhoods.

6. How does your project address mobility? Does it tie into an existing pedestrian system and/or provide connectivity? Is it supported by a transportation and/or pedestrian plan? (limit ½ page).

This project addresses mobility by increasing connectivity between east Hailey and the existing network of pathways downtown. The City of Hailey has gone to great effort to secure pathway monies to construct a continuous pathway on Quigley Road, one of the areas noted as needing increased connectivity in the City's 2014 *Blaine County Bicycle and Pedestrian Master Plan*. Our community is passionate about increasing mobility and sustainability. The City is currently engaged in the process of updating the existing *Blaine County Bicycle and Pedestrian Master Plan* alongside Blaine County and the other municipalities of the Wood River Valley to continue to work toward a safe and connected, multimodal transportation plan that reduces our dependency on motorized vehicles for our region.

The 2010 *City of Hailey Complete Streets Plan (Enhanced Pedestrian and Bicycle Travel)* key policy states "That 'all users' including motorists, transit vehicles and passengers, **pedestrians and bicyclists, of all ages and abilities and must be able to safely move along and across a complete street.**" The proposed addition of a pathway along Quigley Road will provide safe passage to the schools located nearby, **improving mobility and safety** along the corridor. This project will function as an extension of the TAP-funded KN22947 project and will fill in the pathway gaps connecting schools to growing nearby neighborhoods, completing Quigley Road as a safe corridor for school children.

7. **Do you own the right-of-way or easements for your project? If not, do you have commitment letters and/or agreements to ensure the right-of-way or easements can be acquired timely for assurance that the project can be completed within the specified time frame?**



The City is in the process of acquiring the entire right-of-way through an uncontested annexation from Blaine County. A letter of support from Blaine County is attached. All improvements for the Quigley Pathway Project would be completed within the existing public right-of-way.

Photo: Quigley Road Pathway is proposed for dirt section of pictured Quigley Road

8. **Do you have support from your community and/or neighboring agencies? Limit 5 pages (can be letters, emails, etc.).**



The Blaine County School District, Blaine County Recreation District and Hailey Police Department have all expressed their support through letters sent recommending and supporting the addition of a pathway on Quigley Road. In addition, we have received letters from the Blaine County Regional Transportation Committee and public transportation provider Mountain Rides. All of these letters express support for the project and can be found attached.

Photo: Biker riding on Quigley Road

9. **Do you have letters of commitment from other partners to perform work or donate services/material to complete the project (beyond project funds)?**



Attached letters from partners express support for the Quigley Pathway and willingness to help advise this project with their expertise.

Photo: Bikers riding on the Wood River Trail, at intersection of Croy St (TAP Project KN22947 will build connector from right of photo to Sunbeam Subdivision Trail, which connects with proposed Quigley Road Pathway)

Project Schedule

Quigley Road Pathway

City of Hailey

Children Pedestrian Safety Program

2022 Grant Application

WORK ACTIVITY	BEGIN	END
Award Notification	July 2022	-
Consultant Selection	September 2022	October 2022
PS&E/Design Complete	October 2022	January 2023
Project Bidding	January 2023	February 2023
Award Contract	March 2023	March 2023
Begin Construction	May 2023	-
Final Completion	-	September 2023



THE BOARD OF BLAINE COUNTY COMMISSIONERS

206 FIRST AVENUE SOUTH, SUITE 300

HAILEY, IDAHO 83333

PHONE: (208) 788-5500 FAX: (208) 788-5569

www.blainecounty.org bcc@co.blaine.id.us

Dick Fosbury, Chairman * Angenie McCleary, Vice-Chair * Muffy Davis, Commissioner

May 24, 2022

Local Highway Technical Assistance Council
3330 Grace Street
Boise, ID 83703

Subject: Letter of Support – Quigley Road Annexation

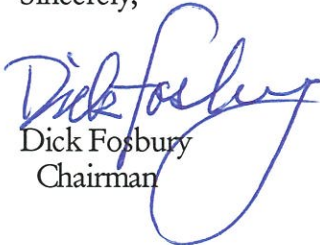
Dear Children Pedestrian Safety Program Grant Committee:

I'm writing on behalf of the Blaine County Commissioners, to acknowledge that the proposed Quigley Pathway Project falls within Blaine County's jurisdiction. We understand that Hailey plans to submit an annexation application for this section of Quigley Road. The County Commissioners support the grant application for the Quigley Pathway Project in its entirety, whether it is under County or City jurisdiction.

The Quigley Pathway Project aligns with our community goals and the pending Bicycle and Pedestrian Master Plan update. Linking existing pathways is an important step toward increasing mobility in our community. Blaine County understands the benefits of increased mobility, particularly for our citizens who depend on walking and biking to access schools, goods, and services. This project completes the trail network from downtown Hailey to the east side of the City – providing safer and more accessible bike and pedestrian infrastructure for the largest population base in Blaine County.

For these reasons, we are happy to support the Quigley Pathway Project.

Sincerely,


Dick Fosbury
Chairman


Angenie McCleary
Vice-Chairman


Muffy Davis
Commissioner



BLAINE COUNTY SCHOOL DISTRICT

118 West Bullion
Hailey, Idaho 83333

(208) 578-5000
BlaineSchools.org

James Foudy, Superintendent

May 18, 2022

Local Highway Technical Assistance Council
3330 Grace Street
Boise, ID 83703

Subject: Letter of Support City of Hailey's Children Pedestrian Safety Program Grant Application

Dear Review Committee:

The Blaine County School District would like to express our support for the City of Hailey's 2022 grant application for the proposed Quigley pathway.

The Blaine County School District sincerely appreciates the diligence of the City of Hailey as it continuously works to implement pedestrian upgrades to improve the livability and quality of life for its residents, students, businesses and recreationalists. The safety improvements are especially important to us for the sake of our students. According to Safe Routes to School, "The likelihood of a site with a paved sidewalk being a crash site is 88.2 percent lower than a site without a sidewalk after accounting for traffic volume and speed limits [McMahon et al., 2002]. A study of the California SRTS program has shown that providing sidewalks is one of the most effective engineering measures in encouraging children to walk to school" (Boarnet et al., 2005).

The proposed improvements will provide pedestrian and bicycle infrastructure, which will improve safe connectivity from the Wood River Trail system into downtown Hailey, as well as to the Wood River High School, Wood River Middle School, Silver Creek High School, Hailey Elementary and the new Sage School. The project will also provide pathways for school children biking to after school programming at the BCRD, and local recreational areas including: Quigley Trails Park, Quigley Loop Trail, and Toe of the Hill Trail.

This project will enhance the local bicycle and pedestrian network by expanding rider options on safe pathways, increasing mobility options for children, and encouraging multimodal transportation for all.

Thank you for your consideration of the City of Hailey's grant application. This project is an important link in the community's mobility network. We offer our full support to this project and enthusiastically encourage your granting of this application.

Respectfully,

Jim Foudy
Superintendent
Blaine County School District #61

Howard Royal
Director, Buildings and Grounds
Blaine County School District #61

Blaine County School District Board of Trustees

R. Keith Roark, Chair | Lara Stone, Vice Chair | Amber Larna | Dan Turner | Gretchen Gorham



May 18, 2022

Local Highway Technical Assistance Council 3330
Grace Street
Boise, ID 83703

Subject: Letter of Support – City of Hailey’s Children Pedestrian Safety Program Grant Application

Dear Evaluation Committee:

I am writing on behalf of Blaine County Recreation District (BCRD) in support of the City of Hailey’s grant application. Since 1976, BCRD has worked with community members, elected officials, and municipalities including the City of Hailey to ensure affordable, accessible, and quality recreation is available to all residents and visitors. Through our facilities and programs, we strive to meet the recreational needs of our community. BCRD recently opened Quigley Trails Park, which includes flow trails, jump lines, two pump tracks, a perimeter trail, and will serve as a trailhead for new BLM singletrack soon. Since opening, the very popular trails have been accessed by community members of all ages. The Park is located on the edge of Hailey and currently has no designated route for children to safely access the park. The Park and trails in this area will continue to experience heavy use; providing safe, accessible pathways in our community and connecting trail networks will help ensure more children and citizens can experience the joy of the outdoors safely.

The BCRD also offers after school care, and youth summer programming at the Community Campus, adjacent to Quigley Trails Park. Also at the Community Campus, BCRD offers our newly revitalized Aquatic Center–Hailey’s only public swimming pool, which is less a mile from the proposed Quigley Road pathway. We estimate over 40,000 summer user days between the Aquatic Center and Quigley Trails Park alone.

Providing a pathway for children to access our programming will increase safety along this popular route between our trail system, youth programming, residential areas, and five local schools.

BCRD is happy to support the City of Hailey in their efforts to improve access and increase safe biking and walking routes throughout Hailey. Thank you for your consideration.

Sincerely,

Mark Davidson
Executive Director



CITY OF HAILEY POLICE DEPARTMENT

CHIEF OF POLICE | STEVE J. ENGLAND

May 19, 2022

Local Highway Technical Assistance Council
3330 Grace Street
Boise, ID 83703

Subject: Quigley Road Pathway Project – Letter of Support

Dear Children Pedestrian Safety Program Grant Committee,

The Hailey Police Department (HPD) is in full support of the Quigley Pathway Project. Quigley Road is a popular route that newly licensed, teen drivers take to the only public High School in the Wood River Valley. A traffic study in 2021 reported an unusually high percentage of drivers exceeding the speed limit on Quigley Road. This is also a popular route that children and families use to access recreational opportunities in Quigley Canyon, including dog-walking trails, the BCRD Bike Park, and cross-country ski trails in the winter. HPD has increased patrolling this area due to the higher-than-expected volume of speeding vehicles.

The proposed Quigley Pathway Project would help alleviate the conflict between teen drivers and bikers/pedestrians, including children, by removing pedestrians and cyclists from the roadway. The pathway will increase safety for all users of Quigley Road, in an area where HPD anticipates increased vehicular and pedestrian traffic as the two new nearby subdivisions fill with homes. Pathways are a proven method of increasing safety in communities. This area should be prioritized for adding this safety measure to the roadway to help prevent future crashes.

The Hailey Police Department would like to thank the Grant Committee for their time and consideration of this important public safety infrastructure for the City of Hailey.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve England", enclosed in a large, loopy oval.

Steve England
Hailey Chief of Police



blaine county regional transportation committee
206 1st Avenue South, Suite 300
Hailey, ID 83333

May 24, 2022

Local Highway Technical Assistance Council
3330 Grace Street
Boise, ID 83703

Subject: Letter of Support - City of Hailey Grant Application,
Quigley Farms Pathway Project

Dear Children Pedestrian Safety Grant Committee:

On behalf of the Blaine County Regional Transportation Committee, I am writing to express our support of the City of Hailey's grant application for the Quigley Farm Pathway Project. The project is intended to provide a safe walking and bicycling route to connect existing and future pathway projects along several neighborhoods and help people safely access public lands, town parks and downtown businesses.

As Hailey continues to grow, the need for safe walking and bicycling facilities becomes increasingly important. This pathway will provide bicycle infrastructure that improves safety and connectivity for school age from the new Quigley Subdivision and connect into the Croy St. Path that leads to downtown Hailey as well as the Wood River Trail system that is a 20-mile- long pathway.

Thank you for your consideration of the City of Hailey's grant application.

Sincerely,

Angenie McCleary

Chair Blaine County Regional Transportation Committee
Blaine County Commissioner



Local Highway Technical Assistance Council
3330 W. Grace Street
Boise, ID 83703

May 5, 2022

RE: Support for the City of Hailey's Quigley Farms Pathway Project

To the Children Pedestrian Safety grant committee:

Thank you for considering the City of Hailey's application to fund the Quigley Farms Pathway Project—a shared-use path that will close a gap and connect existing pathways. This project is key to increasing safety for children walking, biking, and riding Mountain Rides' buses.

The proposed project is both a priority for the future of transit in Hailey and our Safe Routes to School program.

To elaborate—the Quigley corridor is a thoroughfare for children traveling between the city's schools, afterschool programs, and recreational sites. Based on enrollment numbers at adjacent schools and extracurricular programs, we estimate that children make about 220,000 trips per year along the corridor. In addition to children and families, commuters avoiding Main St. traffic divert to the Quigley corridor.

As local development increases and the City of Hailey's population grows, traffic volume through the corridor is expected to increase. Current development includes a new school campus at Quigley Farms (for The Sage School, a combined middle and high school), plus two new subdivisions that will add over 200 residential units to the neighborhood.

Multimodal infrastructure like the proposed pathway is critical to children's safety and mobility—walking, biking, and accessing transit along the corridor. A shared-use path, separated from, but adjacent to the road is a perfect solution. Please support the City of Hailey to create a safe route for the children who travel through the Quigley neighborhood every day.

Sincerely,

Cece Osborn
Mobility Programs & Resilience Manager

Wally Morgus
Executive Director

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023

DEPARTMENT: Library **DEPT. HEAD SIGNATURE:** Lyn Drewien

SUBJECT: Hailey Public Library’s grant application and the Mayor’s signature for Letter of Support for the Idaho Commission for Libraries Facilities and Capital Improvements Grant.

AUTHORITY: ID Code ____ o IAR _____ o City Ordinance/Code Title 16, Subdivisions (IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho Commission for Libraries (ICFL) will award \$3.35 million in grant funds to public libraries to improve or expand library facilities. These funds have been made available through the US Treasury Department’s Capital Projects Funds (CDFA # 21.029 CPF) and are open to libraries defined in Idaho Code Title 33, Chapters 26 & 27.

Grant projects must jointly enable work, education, and health monitoring. Grant awards will range from \$5,000 to \$500,000. Grants will be reviewed and awarded in three tiers, based on the size of the amount requested to ensure small, medium, and large projects receive fair consideration.

The ICfL will notify grant recipients after July 28, 2023, and begin disbursing funds in August 2023. The grant performance period is three years. All projects must be substantially complete by August 2026. Funded projects must remain in operation and available to the public for no less than five years after the close of the grant period, August 2031.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM THE APPLICABLE DEPARTMENT HEAD:

Motion Language:

Approval: Motion to ratify Hailey Public Library’s grant application and the Mayor’s signature for a Letter of Support for the Idaho Commission for Libraries Facilities and Capital Improvements Grant.

ACTION OF THE CITY COUNCIL:

Date _____ City Clerk _____

FOLLOW-UP:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

June 9, 2023

Idaho Commission for Libraries
325 West State Street
Boise, Idaho 83702

Re: Facilities & Capital Improvements Grant

Dear Grant Review Committee Members,

I am pleased to submit this letter in support of Hailey Public Library's (HPL) application for the Facilities and Capital Improvements Grant for \$500,000. This funding would provide the necessary resources to begin a much-needed update of the library space to accommodate patrons in our growing community.

The library moved to its current location in 1993 when the City of Hailey and the Friends of the Hailey Public Library joined forces to secure the historic two-story building on the corner of Croy and Main Streets. The library and city hall serve as the downtown's cornerstone, and the collaborative effort continues today as we examine the future of our downtown campus with the recent acquisition of the new Town Center West (TCW) building and outdoor plaza.

The Hailey Public Library provides invaluable services to our community, beginning with a safe and inviting environment. During the pandemic, for example, HPL quickly established safety protocols that ensured patron access to library services. The library pivoted to curbside and home delivery within a week of the shutdown and offered remote printing and computer access. Throughout COVID, the library remained accessible and worked to develop new services, including public meeting rooms and telehealth services.

The library continues to expand its reach in our community, offering more programs and events and managing the TCW building on behalf of the city. The library's weekly schedule includes Baby Time, Story Time, Amnesty International Creative Language Learning, Maker Space for 2-14 Years, Thursdays with Teens, Kindergarten Readiness in English and Spanish, and various adult programming, including several language classes. During the summer, the library conducts its own reading program and partners with the middle school to provide books on their reading list. In addition, HPL's partnership with The Space includes a robust STEM summer program. This summer, the library is also conducting a STREAM program made possible by an ICfL grant.

It has been more than 30 years since the last major remodel of the library space. In that time, the needs of our community have changed dramatically, and the library's physical space has not kept pace with the evolving needs of our community. If awarded, this funding would profoundly impact our community today and for future generations.

Thank you for your time and consideration. If selected, I am confident that the Hailey Public Library will provide a significant return on investment.

Respectfully,

Martha Burke
Mayor



lyon landscape architects

sun valley, id + kirkland, wa

date: 5.18.23

phone: _____

job no: _____

e-mail: _____

job name: HAILEY PUBLIC LIBRARY CITY HALL

page 1 of 2

attendees: _____

MAIN STREET



WA. HAWTHORN
2" CAL., 8-10' TALL, BTB, THORNLESS VAR.

LEGEND

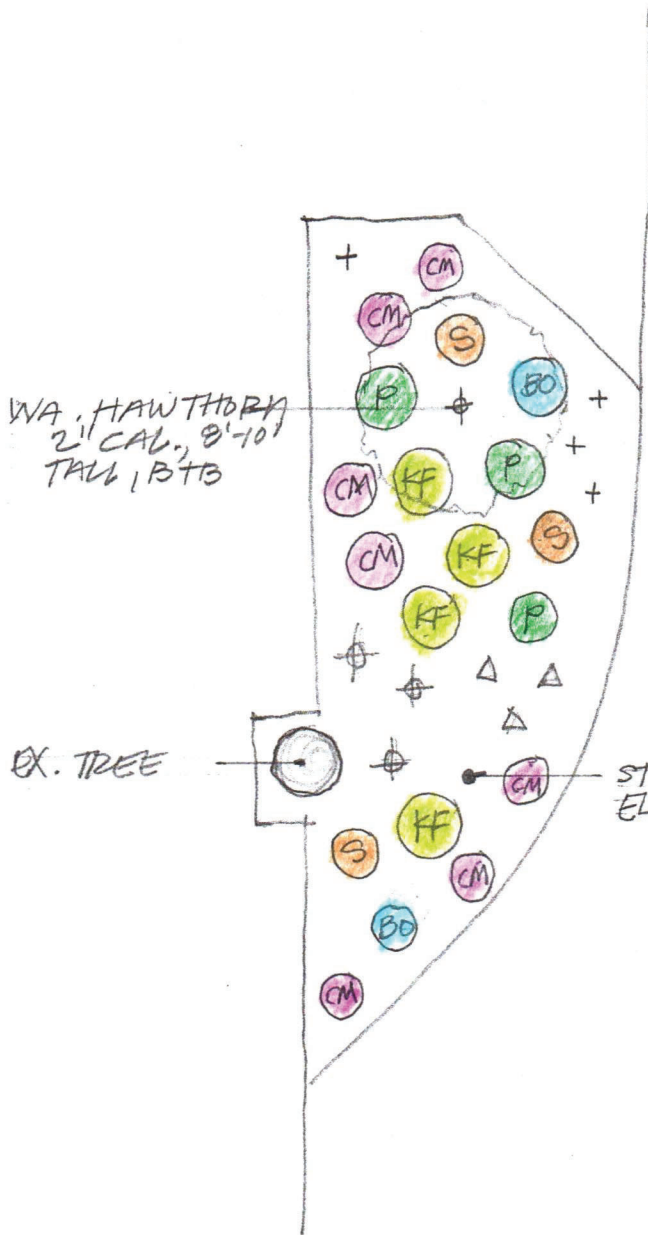
- | | | | |
|----|----|--------------------|--------|
| 3. | KF | KARL FORESTER | 5 gal. |
| 3. | S | SPIREA FRITSCHIANA | 3 gal. |
| 3. | BO | BLUE OAT GRASS | 2 gal. |
| 4. | CM | JR. WALKER CATMINT | 2 gal. |
| 7. | + | MAY NIGHT SALVIA | 1 gal. |

INTERSECTION BULB PLANTING PLAN @ 1/8" = 1'-0"

5.18.23 LLA

memorandum telephone record fax transmittal minutes of meeting by: _____

cc: _____



LEGEND

- | | | | |
|----|---|---------------------------|--------|
| 4. | | KARL FORESTER | 5 gal. |
| 3. | | SPIREA FRITSCHIANA | 3 gal. |
| 2. | | BLUE OAT GRASS | 2 gal. |
| 3. | | POTENTILLA 'goldfinger' | 3 gal. |
| 5. | | JR. WALKER CATMINT' | 2 gal. |
| 4. | + | MAY NIGHT SALVIA | 1 gal. |
| 3. | ⊕ | FRANCEE HOSTA | 1 gal. |
| 3. | Δ | LISULAPIA 'LITTLE POCKET' | 1 gal. |

INTERSECTION BULB PLANTING PLAN @ 1/8" = 1'-0"
5.18.23 LLA



lyon landscape architects

sun valley, id + kirkland, wa

date: 5.18.23

phone: _____

job no: _____

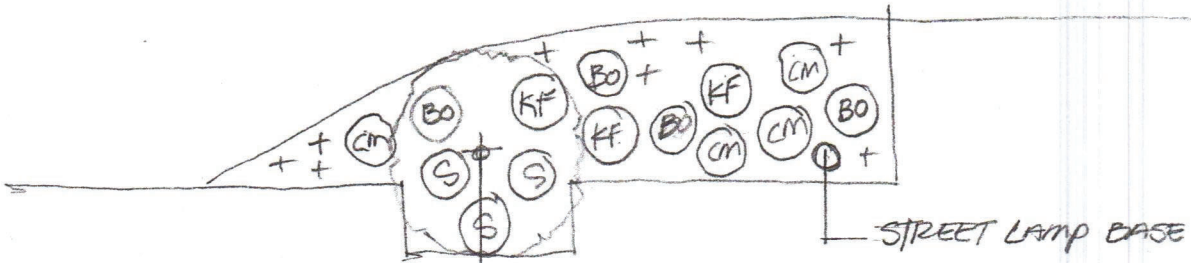
e-mail: _____

job name: HAILEY PUBLIC LIBRARY CITY HALL

page 1 of 2

attendees: _____

MAIN STREET



WA. HAWTHORN
2" CAL., 8-10' TALL, BTB, THORNLESS VAR.

LEGEND

- 3. (KF) KARL FORESTER 5 gal.
- 3. (S) SPIDEA FRITSCHIANA 3 gal.
- 3. (BO) BLUE OAT GRASS 2 gal.
- 4. (CM) JR. WALKER CATMINT 2 gal.
- 7. + MAY NIGHT SALVIA 1 gal.

INTERSECTION BULB PLANTING PLAN @ 1/8" = 1'-0"

5.18.23 LLA

memorandum telephone record fax transmittal minutes of meeting by: _____

cc: _____



lyon landscape architects

sun valley, id + kirkland, wa

date: 5.18.23

phone: _____

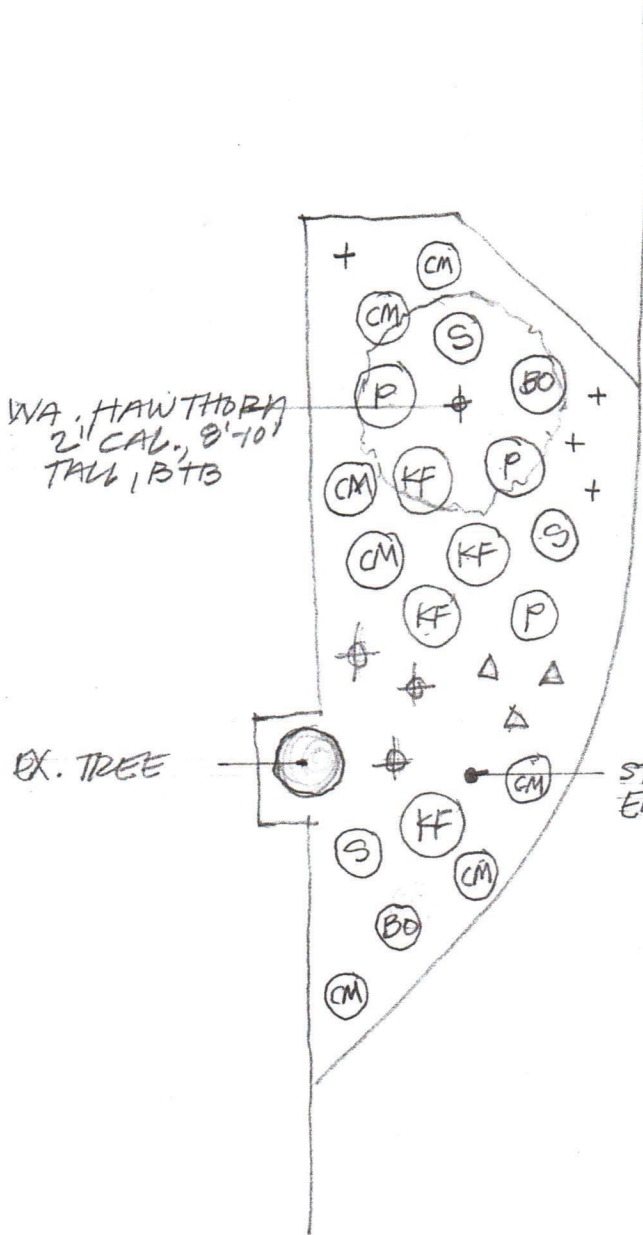
job no: _____

e-mail: _____

job name: HAILEY PUBLIC LIBRARY CITY HALL

page 2 of 2

attendees: _____



LEGEND

- 4. (KF) KARL FORESTER 5 gal.
- 3. (S) SPIREA FRITSCHIANA 3 gal.
- 2. (BO) BLUE OAT GRASS 2 gal.
- 3. (P) POTENTILLA 'goldfinger' 3 gal.
- 5. (CM) JR. WALKER CATMINT 2 gal.
- 4. + MAY NIGHT SALVIA 1 gal.
- 3. ⊕ FRANCEE HOSTA 1 gal.
- 3. Δ LISULAPIA 'LITTLE POCKET' 1 gal.

INTERSECTION BULB PLANTING PLAN @ 1/8" = 1'-0"
5.18.23 LLA

memorandum telephone record fax transmittal minutes of meeting by: _____

cc: _____

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NO.	DESCRIPTION
1	WALL
2	DOOR
3	WINDOW
4	STAIR
5	ELEVATOR
6	RESTROOM
7	MEETING ROOM
8	WORK ROOM
9	LIBRARIAN OFFICE
10	FRIENDS
11	READING AREA
12	COMPUTERS
13	STUDY AREA
14	REFERENCE
15	EXISTING LOBBY
16	NEW STAIR
17	RESTROOM
18	MEETING ROOM
19	WORK ROOM
20	LIBRARIAN OFFICE
21	FRIENDS
22	READING AREA
23	COMPUTERS
24	STUDY AREA
25	REFERENCE
26	EXISTING LOBBY
27	NEW STAIR
28	RESTROOM
29	MEETING ROOM
30	WORK ROOM
31	LIBRARIAN OFFICE
32	FRIENDS
33	READING AREA
34	COMPUTERS
35	STUDY AREA
36	REFERENCE
37	EXISTING LOBBY
38	NEW STAIR
39	RESTROOM
40	MEETING ROOM
41	WORK ROOM
42	LIBRARIAN OFFICE
43	FRIENDS
44	READING AREA
45	COMPUTERS
46	STUDY AREA
47	REFERENCE
48	EXISTING LOBBY
49	NEW STAIR
50	RESTROOM
51	MEETING ROOM
52	WORK ROOM
53	LIBRARIAN OFFICE
54	FRIENDS
55	READING AREA
56	COMPUTERS
57	STUDY AREA
58	REFERENCE
59	EXISTING LOBBY
60	NEW STAIR
61	RESTROOM
62	MEETING ROOM
63	WORK ROOM
64	LIBRARIAN OFFICE
65	FRIENDS
66	READING AREA
67	COMPUTERS
68	STUDY AREA
69	REFERENCE
70	EXISTING LOBBY
71	NEW STAIR
72	RESTROOM
73	MEETING ROOM
74	WORK ROOM
75	LIBRARIAN OFFICE
76	FRIENDS
77	READING AREA
78	COMPUTERS
79	STUDY AREA
80	REFERENCE
81	EXISTING LOBBY
82	NEW STAIR
83	RESTROOM
84	MEETING ROOM
85	WORK ROOM
86	LIBRARIAN OFFICE
87	FRIENDS
88	READING AREA
89	COMPUTERS
90	STUDY AREA
91	REFERENCE
92	EXISTING LOBBY
93	NEW STAIR
94	RESTROOM
95	MEETING ROOM
96	WORK ROOM
97	LIBRARIAN OFFICE
98	FRIENDS
99	READING AREA
100	COMPUTERS

GENERAL NOTES

- PROVIDE R.I.P. COATING TO ALL METALS
- ALL WALLS TO BE 1/2" GYP BOARD
- ALL CEILING TO BE 1/2" GYP BOARD
- ALL FLOORING TO BE AS SHOWN

FIXTURES, EQUIPMENT, OR HARDWARE WHICH SHALL CONFORM TO A.D.A. REQUIREMENTS

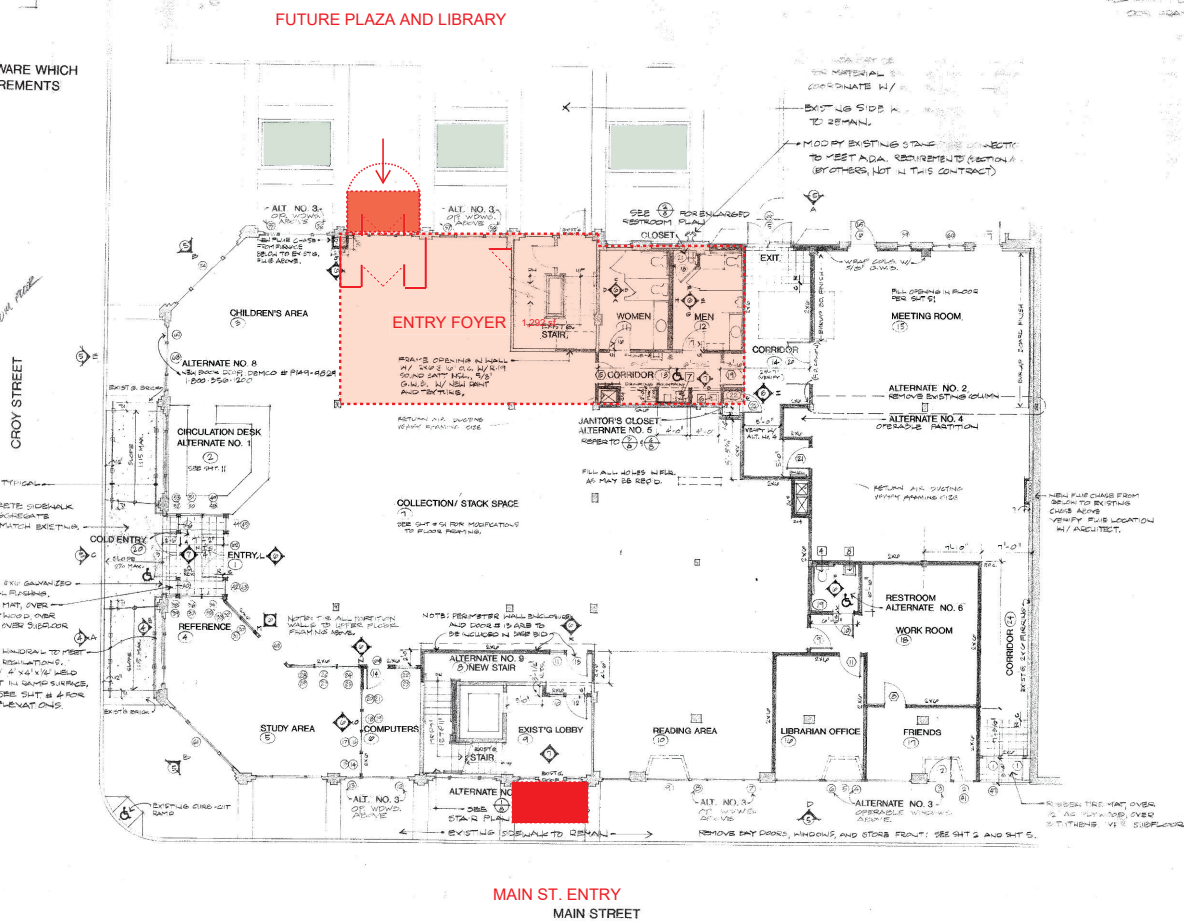
SCHEME 1

Future City Hall Building
West Building Entry Foyer

Added awnings and canopies for pedestrian protection and way finding

Central corridor connecting both stairs to elevator.

Mid-block connection between Main St. and Future Plaza and Library.



MAIN LEVEL FLOOR PLAN

1/8"=1'-0"

RUSCITTO/LATMAN/BLANCON ARCHITECTURE P.A.

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NO.	DESCRIPTION	DATE
1	WALL	11/11/11
2	WALL	11/11/11
3	WALL	11/11/11
4	WALL	11/11/11
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16	WALL	11/11/11
17	WALL	11/11/11
18	WALL	11/11/11
19	WALL	11/11/11
20	WALL	11/11/11

⊕ FIXTURES, EQUIPMENT, OR HARDWARE WHICH SHALL CONFORM TO A.D.A. REQUIREMENTS

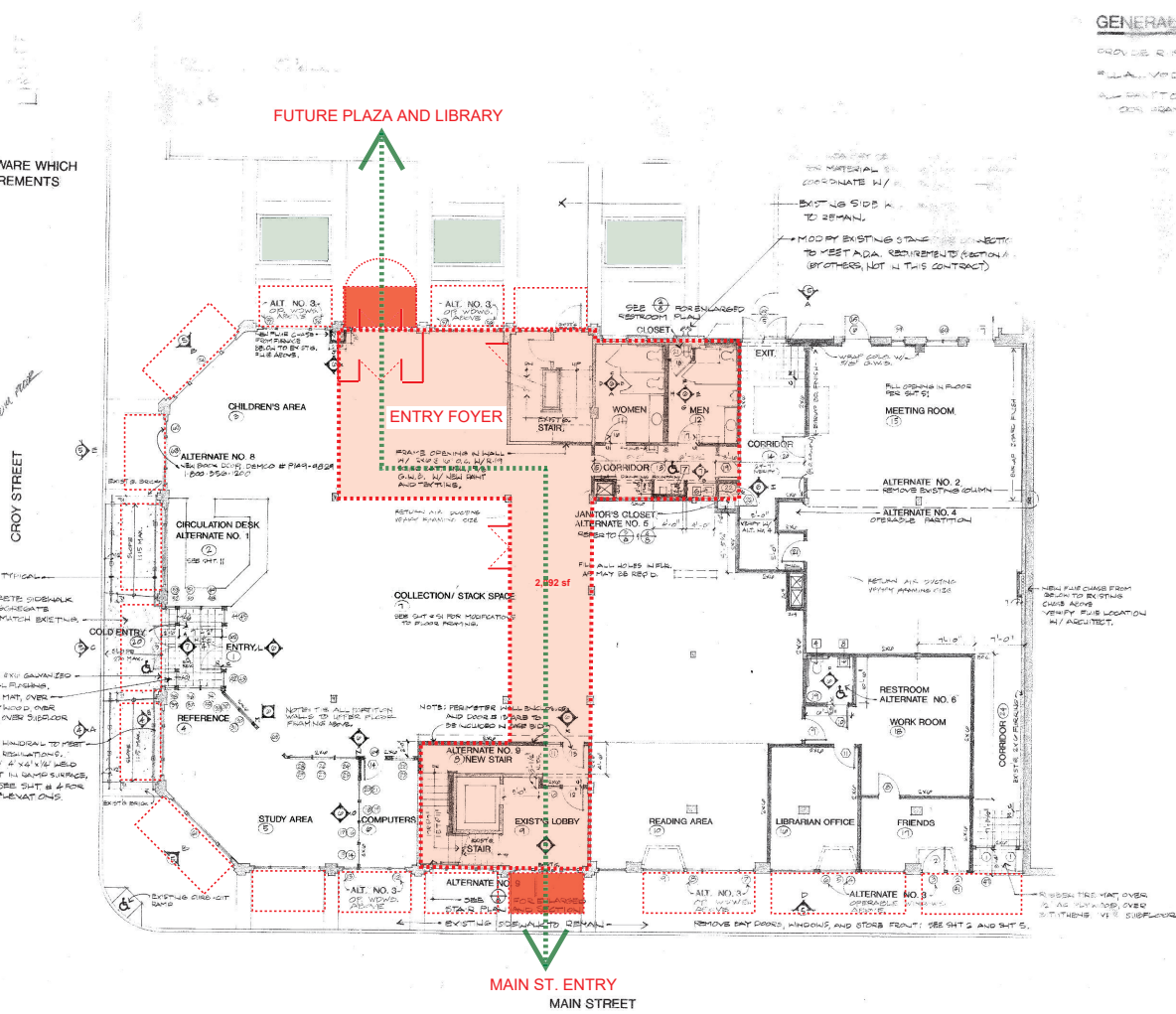
SCHEME 1 Master Plan

Future City Hall Building West Building Entry Foyer

Added awnings and canopies for pedestrian protection and way finding

Central corridor connecting both stairs to elevator.

Mid-block connection between Main St. and Future Plaza and Library.



GENERAL NOTES

- PROVIDE R.I.P. COATING TO ALL EXPOSED CONCRETE SURFACES.
- ALL WALLS TO BE FINISHED WITH GYP. BOARD.
- SEE SHEET 02 FOR FINISHES.



MAIN LEVEL FLOOR PLAN

1/8"=1'-0"

RUSCOTTO/LATMAN/BLANCON ARCHITECTURE P.A.

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NO.	DESCRIPTION
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12	EXISTING LOBBY
13	NEW STAIR
14	REFERENCE
15	STUDY AREA
16	COMPUTERS
17	WORK ROOM
18	RESTROOM
19	MEETING ROOM
20	EXISTING SIDE
21	EXISTING STAIR
22	EXISTING RESTROOM
23	EXISTING CLOSET
24	EXISTING JANITOR'S CLOSET
25	EXISTING CORRIDOR
26	EXISTING ENTRY
27	EXISTING CHILDREN'S AREA
28	EXISTING COLLECTION/STACK SPACE
29	EXISTING CIRCULATION DESK
30	EXISTING ENTRY
31	EXISTING ENTRY
32	EXISTING ENTRY
33	EXISTING ENTRY
34	EXISTING ENTRY
35	EXISTING ENTRY
36	EXISTING ENTRY
37	EXISTING ENTRY
38	EXISTING ENTRY
39	EXISTING ENTRY
40	EXISTING ENTRY

GENERAL NOTES

- PROVIDE R.I.P. COATING
- ALL WALLS TO BE FINISHED
- ALL CEILING TO BE FINISHED
- SEE SHEET 5

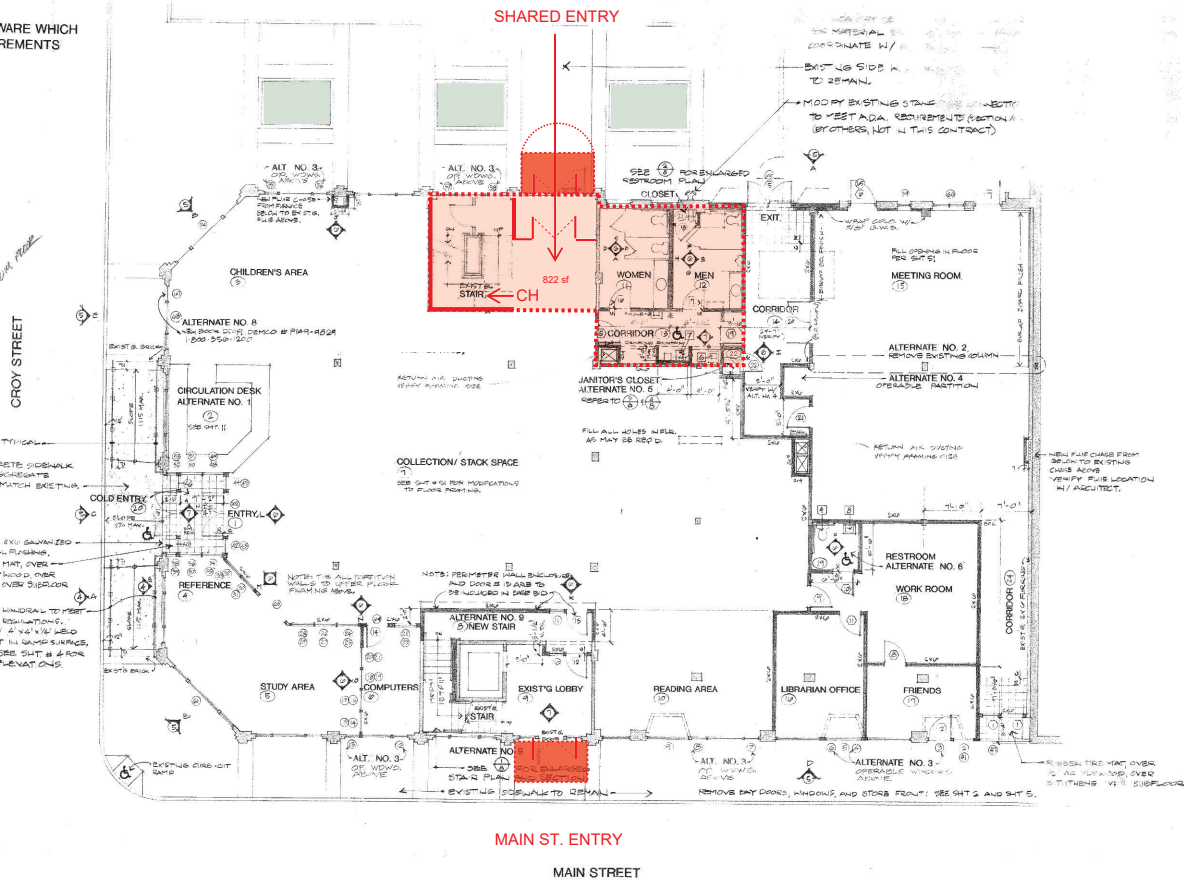
⊕ FIXTURES, EQUIPMENT, OR HARDWARE WHICH SHALL CONFORM TO A.D.A. REQUIREMENTS

SCHEME 2

West Shared Entry Aligned with Facade

Added awnings and canopies for pedestrian protection and way finding

Relocate new west stairs to City Hall



MAIN LEVEL FLOOR PLAN

1/8"=1'-0"

RUSCITTO/LATMAN/BLANCON ARCHITECTURE P.A.

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WALL	1/2" = 1'-0"
DOOR	1/2" = 1'-0"
STAIR	1/2" = 1'-0"
CEILING	1/2" = 1'-0"
FLOOR	1/2" = 1'-0"
MEASUREMENT	1/2" = 1'-0"

GENERAL NOTES

- PROVIDE R.I.P. COATING TO ALL EXPOSED CONCRETE SURFACES.
- ALL WALLS TO BE FINISHED WITH 5/8" GYP BOARD.
- SEE SECTION 05 20 00 FOR FINISHES.

⊕ FIXTURES, EQUIPMENT, OR HARDWARE WHICH SHALL CONFORM TO A.D.A. REQUIREMENTS

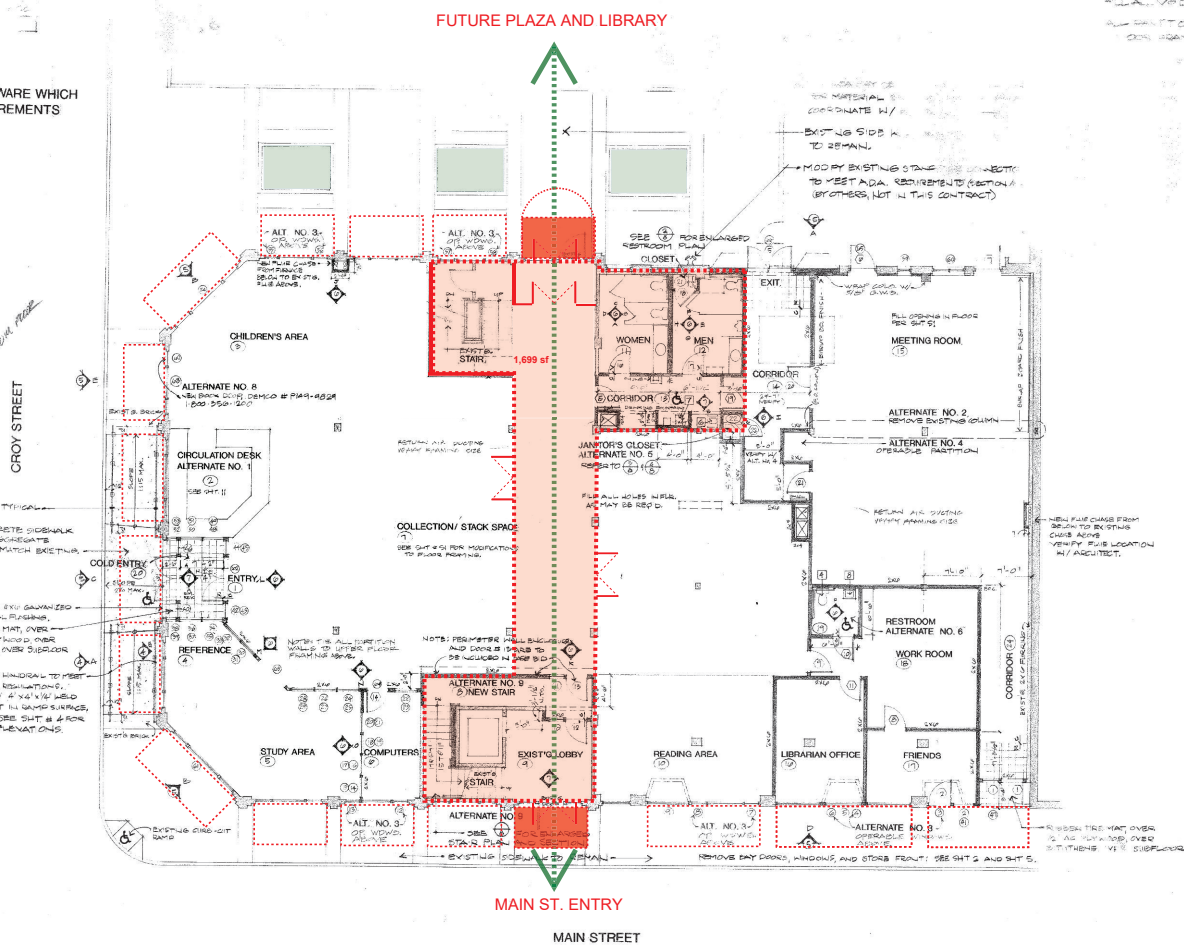
SCHEME 2 Master Plan

Future City Hall Building
West Building Entry Foyer

Added awnings and canopies for pedestrian protection and way finding

Central corridor connecting both stairs to elevator.

Mid-block connection between Main St. and Future Plaza and Library.



MAIN LEVEL FLOOR PLAN

1/8"=1'-0"

RUSCITTO/LATMAN/BLANCON ARCHITECTURE P.A.

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8	WORK ROOM
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10	FRIENDS
11	READING AREA
12	EXISTING LOBBY
13	COMPUTERS
14	STUDY AREA
15	REFERENCE
16	COLD ENTRY
17	CIRCULATION DESK
18	CHILDREN'S AREA
19	WOMEN
20	MEN
21	ENTRY FOYER
22	ENTRY
23	RESTROOM ALTERNATE NO. 6
24	WORK ROOM
25	MEETING ROOM
26	LIBRARIAN OFFICE
27	FRIENDS
28	READING AREA
29	EXISTING LOBBY
30	COMPUTERS
31	STUDY AREA
32	REFERENCE
33	COLD ENTRY
34	CIRCULATION DESK
35	CHILDREN'S AREA
36	WOMEN
37	MEN
38	ENTRY FOYER
39	ENTRY
40	RESTROOM ALTERNATE NO. 6
41	WORK ROOM
42	MEETING ROOM
43	LIBRARIAN OFFICE
44	FRIENDS
45	READING AREA
46	EXISTING LOBBY
47	COMPUTERS
48	STUDY AREA
49	REFERENCE
50	COLD ENTRY
51	CIRCULATION DESK
52	CHILDREN'S AREA
53	WOMEN
54	MEN
55	ENTRY FOYER
56	ENTRY
57	RESTROOM ALTERNATE NO. 6
58	WORK ROOM
59	MEETING ROOM
60	LIBRARIAN OFFICE
61	FRIENDS
62	READING AREA
63	EXISTING LOBBY
64	COMPUTERS
65	STUDY AREA
66	REFERENCE
67	COLD ENTRY
68	CIRCULATION DESK
69	CHILDREN'S AREA
70	WOMEN
71	MEN
72	ENTRY FOYER
73	ENTRY
74	RESTROOM ALTERNATE NO. 6
75	WORK ROOM
76	MEETING ROOM
77	LIBRARIAN OFFICE
78	FRIENDS
79	READING AREA
80	EXISTING LOBBY
81	COMPUTERS
82	STUDY AREA
83	REFERENCE
84	COLD ENTRY
85	CIRCULATION DESK
86	CHILDREN'S AREA
87	WOMEN
88	MEN
89	ENTRY FOYER
90	ENTRY
91	RESTROOM ALTERNATE NO. 6
92	WORK ROOM
93	MEETING ROOM
94	LIBRARIAN OFFICE
95	FRIENDS
96	READING AREA
97	EXISTING LOBBY
98	COMPUTERS
99	STUDY AREA
100	REFERENCE

GENERAL NOTES

- PROVIDE R.I.P. COATING
- ALL WALLS TO BE FINISHED
- ALL CEILING TO BE FINISHED
- SEE SHEET 5

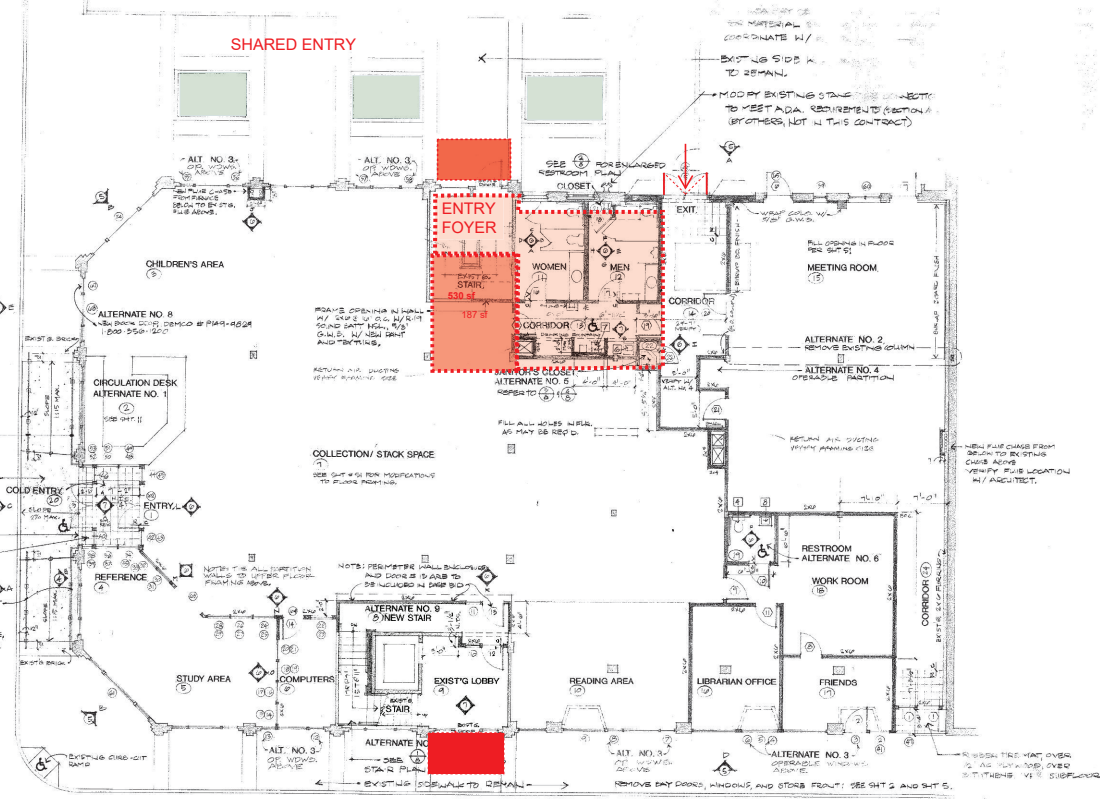
FIXTURES, EQUIPMENT, OR HARDWARE WHICH SHALL CONFORM TO A.D.A. REQUIREMENTS

SCHEME 3 tbd

West Shared Entry Foyer

Added awnings and canopies for pedestrian protection and way finding

Added door to City Hall stairs



SECONDARY ADA ENTRY CITY HALL
MAIN STREET



MAIN LEVEL FLOOR PLAN

1/8"=1'-0"

RUSCITTO/LATMAN/BLANCON ARCHITECTURE P.A.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 DEPARTMENT: Admin/Legislative DEPT. HEAD SIGNATURE: LH

SUBJECT: Consideration of Resolution 2023-____, authorizing the first amendment to the financial counsel agreement with Piper Sandler & Co. for financial advice and support regarding revenue bonds.

AUTHORITY: ID Code 50-203 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In 2021, the City entered into a financial services agreement with Piper Sandler & Co in 2021 related to general obligation bonds. With the May, 2023 passage of the aging Headworks Wastewater Bond, that agreement needs to be amended to include services related to revenue bonds. Several other housekeeping amendments are included. Changes to the original agreement include:

- 1) Clarifies Piper Sandler & co will not draft the Preliminary Official Statement for Revenue Bonds (they will only provide that service for General Obligation Bonds). Hawley Troxell typically drafts the Preliminary Official Statements for Revenue Bonds when they are bond counsel.
- 2) Section IV – disclosure of compensation is amended to fix some language that was incomplete in the Executed Original
- 3) Adds Utility Revenue Bond pricing to the Fees and Expenses summary
- 4) Extends the term of the Agreement to 9/30/2026. It was 6/30/2024.
- 5) Updates the Notices section to reflect personnel changes
- 6) Updated Authority section to reflect personnel changes

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Most of the costs of this service are included in the bond amounts and does not therefore affect Hailey budgets.

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 type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Move to approve Resolution 2023-____, authorizing the First Amendment to the financial counsel agreement with Piper Sandler & Co, for financial analyses and support related to revenue bonds.

ACTION OF THE CITY COUNCIL:

Date: _____
City Clerk _____

FOLLOW-UP:

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AMENDMENT TO AN AGREEMENT WITH PIPER SANDLER FOR
FINANCIAL ADVISORY SERVICES FOR RENEUE BOND ISSUES.**

WHEREAS, the City of Hailey entered into an agreement in 2021 with Piper Sandler under which Piper Sandler will perform and be responsible for bond financial services related to general obligation bond issues (Resolution 2021-074); and

WHEREAS, the City of Hailey desires to enter amend that agreement with Piper Sandler under which Piper Sandler will perform and be responsible for revenue bond financial services for the City of Hailey.

WHEREAS, the City of Hailey and Piper Sandler have agreed to the First Amendment terms and conditions of the Scope of Work, 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 First Amendment to the Financial Services Agreement between the City of Hailey and Piper Sandler and that the Mayor is authorized to execute the attached Agreement,

Passed this 13th day of June 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

FIRST AMENDMENT TO FINANCIAL SERVICES AGREEMENT

This amendment ("First Amendment") is entered into as of _____, 2023 (the "Effective Date") by and between Piper Sandler & Co. ("Piper Sandler" or "Piper") and the City of Hailey, Idaho (the "Client") (together with Piper Sandler, the "**Parties**" and each a "Party"). The First Amendment is made to the Financial Services Agreement entered into on July 26, 2021 by and between Piper Sandler and the Client (the "Agreement").

WHEREAS, the Client desires to engage Piper to render services contemplated by such amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree as follows:

- 1) "Section I – For Services Respecting Official Statement" of the Agreement is replaced and amended in its entirety as follows:

Section I. For Services Respecting Official Statement.

For General Obligation Bond Issues - Piper Sandler will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper Sandler will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

For Revenue Bond Issues - Piper Sandler will assist in performing a review of certain information in the preliminary or final official statement at your direction and will review the accuracy of certain information respecting the bond issue set forth therein such as mathematical tables, including with respect to bond prices, yields, debt service schedules and coverage ratios or debt capacity. Piper Sandler is not responsible for the preparation of the preliminary or final official statement or for verifying or certifying as to the overall accuracy or completeness of any statements therein.

- 2) Section IV of the Agreement is replaced and amended in its entirety as follows:

Section IV. Compensation. Compensation is based on a fixed fee and is contingent on size of bond issue or nominal value of product and contingent on closing. Compensation is payable in immediately available funds at closing. See Appendix B for fee structure.

- 3) Appendix B of the Agreement is replaced and amended in its entirety as follows:

APPENDIX B – FEES AND EXPENSES FOR NEW ISSUES

Fees for new issues of securities outlined under Section 1(B) of the Agreement will be due and payable upon the completion and closing of a particular Issue based upon the fee matrix listed below. If work on a new issue has been initiated, but the new issue is not approved or completed, no compensation will be due to Piper Sandler.

New Issue Fee – General Obligation Bonds

\$2.50 per \$1,000 of par amount subject to a minimum \$20,000 fee.

New Issue Fee – Utility Revenue Bonds

\$3.00 per \$1,000 of par amount subject to a minimum \$35,000 and maximum \$90,000 fee.

New Issue Fee – Lease Revenue Bonds

The fee for Lease Revenue Bonds shall be the fees shown under the “New Issue Fee – General Obligation Bonds” table above plus \$15,000.

New Issue Fee – cost of preparing the preliminary and final official statements for General Obligation Bonds

\$7,500 per Issue payable only if Piper Sandler prepares and drafts the preliminary and final official statement.

- 4) Section VIII of the Agreement is replaced and amended in its entirety as follows:

Section VIII. Term of Agreement. The term of the agreement began on the Agreement’s execution date and ends, unless earlier terminated as provided below, on September 30, 2026.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

- 5) Section XV of the Agreement is replaced and amended in its entirety as follows:

Section XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States’ mail, first-class postage prepaid, addressed to the Client at:

City of Hailey
115 Main Street South
Hailey, ID 83333

Martha Burke, Mayor
Phone: 208-788-9814
martha.burke@haileycityhall.org

Lisa Horowitz, City Administrator
Phone: 208-788-4221 ext. 1520
lisa.horowitz@haileycityhall.org

Or to the Financial Services Provider at:

Piper Sandler & Co.
101 South Capitol Boulevard, Suite 603
Boise, ID 83702

Eric Heringer, Managing Director
208-344-8561
eric.heringer@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

6) Section XXI of the Agreement is replaced and amended in its entirety as follows:

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute the Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler’s performance of its activities under the Agreement:

Martha Burke, Mayor
Lisa Horowitz, City Administrator

The following individuals at Piper Sandler have the authority to direct Piper Sandler’s performance of its activities under the Agreement:

Eric Heringer, Managing Director

This amendment forms part of, is subject to and incorporated into the above-referenced Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement, effective as of the Effective Date indicated above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF HAILEY, IDAHO

PIPER SANDLER & CO.

By: _____
Martha Burke

By:  _____
Eric Heringer

Its: Mayor

Its: Managing Director

Date: _____

Date: 5/23/2023

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 6/12/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to ratify the Mayor's signature on letter of support for the Wood River Land Trust's WaterSMART application to the Bureau of Reclamation Aquatic Ecosystem Restoration Program grant.

ACTION ITEM

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Wood River Land Trust is submitting a grant application to the Bureau of Reclamation. They requested a letter of support from the City of Hailey. Mayor Burke signed the letter for the application deadline. City Council ratification is requested 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"/> _____ |
| <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 ratify the Mayor's signature on letter of support for the Wood River Land Trust's WaterSMART application to the Bureau of Reclamation Aquatic Ecosystem Restoration Program grant. **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)

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333
(208) 788-4221
Fax: (208) 788-2924

May 26, 2023

Bureau of Reclamation
Financial Assistance Operations Section
Attn: NOFO Team
P.O. Box 25007, MS 84-27133
Denver, CO 80225

Subject: WaterSMART AERP Application for Funding Opportunity R23AS00106 – Letter of Partnership

Dear Application Review Committee:


I am writing on behalf of The City of Hailey in support of the Wood River Land Trust's application for an Aquatic Ecosystem Restoration Projects grant, under BOR's WaterSMART program. The City of Hailey is a Category A partner with water or power delivery authority that is acting in partnership with the Wood River Land Trust to plan and design river restoration treatments at Lion's Park. The project area has been altered and degraded over the past century, and was formerly home to the Hailey dump and more recently a snow storage area. After the 2017 floods the community rallied together to develop the Hailey Greenway Master Plan, to develop projects that would minimize flood damage and benefit ecological values from Lion's Park south to Colorado Gulch. As the landowner, the City is committed to seeing a revitalized Lion's Park and floodplain corridor that connects our community to the Big Wood River in a thoughtful, meaningful way.

The proposed projects will provide restoration solutions, floodplain reconnections, water conservation, and fish passage strategies within the greater Wood River Valley Watershed, including:

- Installing a fish ladder at the Sun Valley Lake Dam
- Increasing instream flows through irrigation efficiencies at the Warm Springs Preserve
- Reconnecting stream channels with floodplains to restore natural functions and reduce flood risk
- Enhancing aquatic habitats for wild trout, the endemic Wood River sculpin, and waterfowl
- Restoring native plants in floodplains and riparian areas to provide stream stability and create habitat for songbirds and other wildlife
- Increasing resilience to drought, flooding, and climate variability

Thank you for your consideration of this project proposal. If awarded, the project will bring numerous benefits to our watershed and our community.

Sincerely,


Martha Burke

Mayor

City of Hailey

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/23 **DEPARTMENT:** Administration/CD/Fire/PW
LH/LEGAL

DEPT. HEAD SIGNATURE:

SUBJECT: Authorize the Mayor to sign Resolution 2023___, a resolution authorizing a sales agreement with Tumbleweed Tiny House Company for the purchase of a Tiny Home on Wheels

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Ord.

Attachments:

- 1) Resolution and Tiny Home Purchase Agreement

Background

At the May 22, 2023, Council meeting, the Council was presented with specs, plans and overview of the Tumbleweed Tiny Home on Wheels. Information on that presentation can be found here:

<https://haileycityhall.org/wp-content/uploads/2021/08/May-22-2023-2.pdf>

At that meeting, the Council directed staff to proceed with a sales agreement. The attached documents have been reviewed and approved by our City Attorney.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input checked="" type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

"I move to approve Resolution 2023-___, resolution authorizing a sales agreement with Tumbleweed Tiny House Company for the purchase of a Tiny Home on Wheels in the amount of \$128,688."

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A SALE AGREEMENT BETWEEN THE CITY OF HAILEY AND
TUMBLEWEED TINY HOUSE COMPANY FOR THE PURCHASE OF 2023
TUMBLEWEED ELM 30 ALTA**

WHEREAS, the City of Hailey was presented with specs, plans and overview of the Tumbleweed Tiny Home on Wheels Elm 30 Alta at their May 22, 2023, Council meeting and passed a motion for such purchase;

WHEREAS, the City of Hailey and Tumbleweed Tiny House Company have agreed to the Sales 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 Tumbleweed Tiny House Company Sale Agreement, and that the Mayor is authorized to execute the attached Agreement,

Passed this 13th day of June 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



1450 Valley Street
Colorado Springs, CO 80915
(877) 331-8469

Sales Agreement

This Sales Agreement ("the Agreement") is made and entered into on June 13, 2023 (the "Effective Date") between Tumbleweed Tiny House Company, a Colorado Dealer, having its principal place of business at 1450 Valley Street Colorado Springs, CO 80915 ("Seller") and City of Hailey at 115 South Main Street, Hailey, ID, USA ("Buyer"). Either party may be referred to individually as the "Party" or collectively as the "Parties."

The Parties Agree as Follows:

Seller is selling a 2023 Tumbleweed Elm 30 Alta with VIN: 4T9AB3031PA140372. Herein referred to as "the Tumbleweed". Buyer agrees to buy said 2023 Tumbleweed Elm 30 Alta VIN: 4T9AB3031PA140372 and will buy upon delivery in accordance with the terms hereof.

NOTICE TO BUYER: Buyer recognizes it is entering into a Binding Contract that is enforceable according to the terms of this Agreement. Buyer agrees to purchase the Tumbleweed in consideration of all obligations contained herein, and will purchase and take title to said, 2023 Tumbleweed Elm 30 Alta VIN: 4T9AB3031PA140372, upon delivery thereof, in accordance with the terms herein specified.

1. PRICE AND PAYMENT

Buyer shall pay to seller the total of \$128,688.00 as follows:

Price of the Tumbleweed:	\$124,830.00
D&H Fees:	\$879.00
Delivery Fees:	\$2,979.00
Loan Fees*:	\$0.00
Taxes**:	<u>\$0.00</u>
Total:	\$128,688.00

***Price does not include sales tax and registration to be paid by buyer.*

Payment Schedule	Amount	Due
Initial Deposit	\$50,000.00	June 20, 2023
Final Payment	\$78,688.00	1 week after construction begins

Ready to ship by no later than date: September 21st to October 30, 2023. Completion is dependent upon timely payment(s) and cooperation from buyer. Seller will refund the buyer a total of \$75 per day if the Tumbleweed is not ready to ship on schedule through no fault of the buyer. Buyer accepts an earlier Build and Delivery date if available.

Payments may be made in the form of a check, cashier's check, money order or wire transfer. Instructions for wire transfers are as follows. Buyer agrees to \$50,000 in liquidated damages if buyer unilaterally cancels the Agreement without just cause.

Wire Instructions:

Bank: JP Morgan Chase
For Credit to: Tumbleweed Tiny House Company
1450 Valley Street, Colorado Springs, CO 80915
Routing Number: 102001017
Account Number: 262698167
Account Type: Checking

a. Renderings and Change Orders: Buyer will receive detailed renderings of the Tumbleweed. Upon receiving those renderings, buyer will have 5 days to make any changes without incurring a "Change Order Fee". Change Fees are separate from additional charges incurred by changing the final product. Any changes made after that period will come with an additional fee of \$500 within 30 days of the execution of this agreement. After 30 days, change orders may not be possible or incur substantially higher fees.

b. Custom Work: In the event the buyer is ordering custom work, there will be design and oversight fees ranging from \$1,000 to \$10,000 depending on the work, and agreed upon in writing.

2. PICKUP; RISK OF LOSS

Seller will deliver the Tumbleweed to Buyer at 115 Main Street South Hailey Idaho 83333. Seller shall assume all risk of loss or damage on the Tumbleweed until Buyer takes possession.

3. CONDITION OF PROPERTY

a. Buyer shall have the right to inspect the Tumbleweed prior to shipment or at pick-up, for any material loss, deviations from final agreed written specifications, or damage (collectively called "Damage(s)") and shall notify Seller at the final inspection or pick-up specifying, any such Damage, with photographs, if delivered.

b. After taking possession, all reports of any deviations from final written specifications, to the Tumbleweed after shipment or pick-up shall be documented by photographs and submitted to Seller within a seven (7) day period. Seller agrees to promptly repair or make arrangements for repair of all documented deviations from written specifications reported with seven (7) days of agreeing to the nature and extent of the repair with Buyer in writing. Delivery of the repaired Tumbleweed shall be deemed accepted when Buyer is satisfied with the repairs.

c. If Seller receives no notification of Damage to any Tumbleweed within the seven (7) day period immediately following receipt of delivery of the Tumbleweed at the Designated Location, then delivery of the Tumbleweed shall be deemed accepted for purposes of the Agreement.

4. INSURANCE

Seller is responsible for delivery of the Tumbleweed and to deliver in the condition promised. Seller remains liable for risk of loss until the delivery is accepted. Buyer is under no responsibility until acceptance of delivery, at which time Buyer obtains title and an insurable interest in same.

5. TERMINATION

The term of this Agreement shall commence on the Effective Date and expire upon the satisfaction of all of the following:

a. Seller receives payment in full of the purchase price

b. The Tumbleweed has been delivered to the Designated Location

c. Buyer has accepted delivery / picked up the Tumbleweed

d. In the event of an act or omission by either Party constituting a material breach or default of this Agreement, the non-defaulting Party may terminate this Agreement for breach. The following terms and conditions shall survive any expiration or termination of this Agreement: Sections 8 through 12.

6. FORCE MAJORE

The failure of Seller to perform any obligation pursuant to this Agreement by reason of "acts of God," including, but not limited to, acts of governments, terrorism, strikes, political upheaval, riots, wars, accidents, or delays, availability, or deficiencies in materials or transportation, or other causes of any nature beyond its control shall not be deemed to be a breach of this Agreement.

7. MANUFACTURER WARRANTY; DISCLAIMER

After delivery to Buyer, Seller warrants and represents that the plumbing, electrical, roofing, windows and doors installed shall be free from material defects for a period of one (1) year following the date on which the Tumbleweed is delivered to Buyer ("Warranty Period"). In the event that Buyer identifies a material defect with the Tumbleweed, they shall notify Seller within the Warranty Period of the existence of the material defect. Buyer's sole and exclusive remedy for a breach of this warranty is that Seller will repair or have repaired such defect at Seller's sole expense. Furthermore, Seller warrants and represents that all appliances in the Tumbleweed will be new. If a material defect of an appliance is found by the Buyer, the Buyer should contact the manufacturer of the appliance directly as soon as possible after discovery thereof, for repair or replacement.

Seller expressly does not warrant or assume any responsibility for damage or defects including, but not limited to, askew doors, windows and off angles, due to environmental conditions beyond our control, including but not limited to: weather conditions, shifting or sliding ground, or user-impacted conditions related to storage, location, vibrations, movement, travel, grading and levelling of ground, weather, disaster, traffic, humidity, temperature, and normal wear and tear. If Buyer makes any warranty claim, Buyer agrees to make the Tumbleweed accessible for repairs during normal business hours. Warranty questions and claims should be emailed to warranty@tumbleweedhouses.com.

Seller can make no guarantee that Buyer will be able to use the Tumbleweed for its intended purposes, PLEASE CHECK YOUR LOCAL CODES AND STATUTES. THIS RECREATIONAL VEHICLE IS DESIGNED TO PROVIDE TEMPORARY ACCOMMODATION FOR RECREATION, CAMPING, TRAVEL OR SEASONAL USE. IT IS NOT DESIGNED FOR PRIMARY RESIDENCY, AND IN SOME LOCATIONS, CANNOT BE LEGALLY USED AS A PRIMARY RESIDENCE FOR

PERSONAL USE.

SELLER MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND THAT BUYER WILL BE ABLE TO USE THE TUMBLEWEED FOR ANY PARTICULAR PURPOSES. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND, OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN, BUYER TAKES THE TUMBLEWEED "AS IS" AND "WITH ALL FAULTS." SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY ARISING BY OPERATION OF LAW OR STATUTE, COURSE OF DEALING, USAGE, TRADE PRACTICE OR PERFORMANCE. THERE IS NO IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF NON-INFRINGEMENT. PLEASE CHECK YOUR LOCAL CODES AND STATUTES IF ANY LIMITATIONS MAY APPLY.

NO WARRANTIES AFTER AGREEMENT SIGNED. AFTER THIS AGREEMENT IS SIGNED, ANY AFFIRMATION OF FACT OR PROMISE, ANY DESCRIPTION OF THE TUMBLEWEED OR ANY PART OF IT, OR ANY SAMPLE OR MODEL PROVIDED FOR INSPECTION MADE BY ANY EMPLOYEE OR AGENT OF SELLER TO THE BUYER WHICH RELATES TO THE TUMBLEWEED, IS AGREED DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN FOR THE RV AND DO NOT CREATE ANY EXPRESS WARRANTY THAT THE GOODS SHALL CONFORM TO SUCH AFTER-SIGNED (POST EXECUTION) PROMISES, DESCRIPTIONS OR SAMPLES OR MODELS. THERE IS NO IMPLIED WARRANTY WITH REGARD TO DEFECTS WHICH AN EXAMINATION BY THE BUYER OUGHT, IN THE CIRCUMSTANCES, AND AFTER INSPECTION, TO HAVE BEEN REVEALED TO BUYER [C.R.S. 4-2-316 (2016) AND OTHER APPLICABLE LAWS].

An extended warranty purchased by buyer is serviced by the warranty company and not by Tumbleweed.

8. GOVERNING LAW – VENUE FOR DISPUTES

The parties hereto agree that this agreement shall be subject to the jurisdiction and venue in the appropriate state and U.S. courts in El Paso County, Colorado, and it is agreed to be governed, construed, interpreted and enforced under the internal laws of the State of Colorado, irrespective of its choice of law principals.

9. MEDIATION

Buyer and Seller agree to initially mediate any dispute or claim arising from this Agreement, or any resulting transaction in El Paso County, Colorado. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if the attorney's fees would have been otherwise available to that party in any such action.

10. ENTIRE CONTRACT; CHANGES

All understandings between the parties are incorporated in this Agreement. The terms of this Agreement are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or prior or contemporaneous oral agreement or representation. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing signed by Buyer and Seller.

11. SURVIVAL OF TERMS

Notwithstanding the foregoing, all provisions hereof relating to the Party's Proprietary Rights, Confidentiality, Non-Disclosure, Governing Law, No Reproduction Rights, and Mediation, shall survive any termination or expiration of this Agreement.

12. NO REPRODUCTION RIGHTS

This sale does not give the buyer any rights to reproduce, distribute, or make any other use of the TUMBLEWEED® Trademark and logo, any plans, specifications, instructions, manuals, photographs or other such materials supplied with your Tumbleweed without our express written permission. Buyer may not build any similar product, which is a proprietary design of Tumbleweed Tiny House Co. Buyer agrees that he/she/ it will not reverse-engineer any Tumbleweed for any reason.

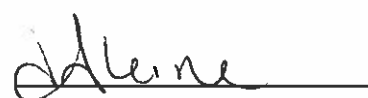
BUYER: City of Hailey

date

By Mayor Martha Burke

Seller: Tumbleweed

date



By Jessica Steiner, Sales Manager

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/22/23

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: LH

SUBJECT:

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

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

- 1) Resolution 2023-___, Agreement with ARCH Community Housing Trust and Hailey Administrative Guidelines for 410 River Street Unit 38 rental.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

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

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

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

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

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

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

Passed this ____ day of May, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

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

THIS AGREEMENT is in effect from May 24, 2023, to May 24, 2024, by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “The City” and ARCH Community Housing Trust, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as “ARCH”.

RECITALS:

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

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

AGREEMENT

- A. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be from May 24, 2023, until May 24, 2024.
- B. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties.
- C. LEASE AGREEMENT: The parties agree that the standard lease agreement prepared by ARCH, and attached to this Agreement, shall be used for the rental of the unit.
- D. PAYMENTS: The City agrees to compensate ARCH \$50 per month as a management fee for managing the unit.
- E. RENT: All rent shall be collected by ARCH. Net rent (rent less management fee) shall be remitted to Hailey on a quarterly basis commencing 3 months after the execution of a lease with a tenant.
- F. TENANT SELECTION PROCESS. The tenant selection process shall be conducted first by Hailey with regards to Hailey employees and as per Administrative guidelines promulgated by the City and as may be amended from time to time. If Hailey is not successful in procuring a tenant, ARCH shall advertise the unit to qualified households as per ARCH standard procedure.
- G. Retention of Records. ARCH agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement.
- H. Default and Remedies. If either the ARCH or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.
- I. Miscellaneous Provisions.

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

City of Hailey
115 Main St. So. STE H
Hailey, Idaho 83333

ARCH Community Housing Trust
P.O. Box 1292
Ketchum, Idaho 8334

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

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

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

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

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

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

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

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

- Q. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- R. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- S. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- T. Conflict of Interest. No officer or director of ARCH who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. ARCH shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

CITY OF HAILEY

ARCH COMMUNITY HOUSING TRUST

Martha Burke, Mayor

ARCH Board Chair

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** M. Cone

SUBJECT

Motion to approve Resolution 2023-____ Canvassing the May 16, 2023 Special City Election.

AUTHORITY: X ID Code 50-412, & 34-1401 IAR _____ City Ordinance/Code _____

BACKGROUND:

The passage of Consolidated Election laws in Idaho in 2009 meant many changes to city run elections. One of the goals to consolidated election is to reduce the confusion of “where to go” for particular elections. From this point, the counties are responsible for municipal elections beginning with the November 8th 2011 election.

The responsibility of canvassing elections now rests with the Blaine County Commissioners. On May 23rd the Blaine County Commissioners canvassed the City of Hailey Election results. Attached is the Resolution 2023-____ with the abstract results broken down by Hailey precincts (#’s 007,008,009,010,and 011).

These results will be entered into our Archival minutes for this meeting pursuant to Idaho Code 50-412.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-____, Canvassing the May 16, 2023 Special City Election which split the 1% for air to half percent for air and half percent for housing as well as a Twenty year bond for WW headworks replacement.

FOLLOW UP NOTES:

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY OF HAILEY, IDAHO, ACCEPTING THE CANVASSED ELECTION RESULTS FROM THE BLAINE COUNTY BOARD OF COMMISSIONERS AND PROCLAIMING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD ON TUESDAY MAY 16, 2023, AS FINAL.

WHEREAS, consolidation of elections became effective January 1, 2011. Pursuant to Section 34-1401, Idaho Code, all municipal elections shall be conducted by the county clerk of the county wherein the city lies, and elections shall be administered in accordance with the provisions of Title 34, Idaho Code.

WHEREAS, that a special election was held in and for the City of Hailey, Idaho, on Tuesday, MAY 16, 2023 for the purpose of changing the funding of the Local Option Tax 1% for air, to be split between air and a Wastewater bond for replacement of the headworks.

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

An election was duly held during the hours prescribed at the polling place designated. The Official Ballots prepared and distributed by the Blaine County Clerk, were used by the Voters at the election for casting their votes.

The Blaine County Board of Commissioners canvassed the May 16, 2023 Election Results on Tuesday, May 23, 2023.


The City Council of the City of Hailey, Idaho, hereby accepts the canvassed election results from the Blaine County Board of Commissioners and proclaims the results of the Municipal Special Election held in the City of Hailey, Idaho, on Tuesday, May 16, 2023, as final.

ABSTRACT

STATE OF IDAHO
 COUNTY OF BLAINE

} ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on May 23, 2023, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on May 16, 2023, as shown by the records now on file in the County Clerk's office.



[Handwritten signatures]
 Lindsay Hollenauer
 County Board of Canvassers

Attest: *[Handwritten signature]* FOR Stephen McDougall Graham
 County Clerk

(County Seal)

BLAINE COUNTY, IDAHO
 MAY 16, 2023 ELECTION RESULTS

Precinct	CITY OF HAILEY			
	BOND ELECTION, ORDINANCE 1322		SPECIAL NON PROPERTY TAX ELECTION, ORDINANCE 1319	
	IN FAVOR	AGAINST	IN FAVOR	AGAINST
07 NW HAILEY	175	23	163	36
08 NE HAILEY	229	18	231	16
09 SW HAILEY	159	23	149	33
10 NW WOODSIDE	78	13	71	20
11 SE WOODSIDE	118	14	113	20
CO. TOTAL	759	91	727	125

BLAINE COUNTY, IDAHO
MAY 16, 2023 ELECTION RESULTS

CITY OF KETCHUM		
1% Local Option Tax, Ordinance 1244		
	IN FAVOR	AGAINST
Precinct		
03 NORTH KETCHUM	260	104
04 SOUTH KETCHUM	317	81
CO. TOTAL	577	185

BLAINE COUNTY, IDAHO
MAY 16, 2023 ELECTION RESULTS

VOTING STATISTICS					
Precinct	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
02 SUN VALLEY	1,331	16	1,347	344	25.5%
03 NORTH KETCHUM	1,327	15	1,342	364	27.1%
04 SOUTH KETCHUM	1,469	11	1,480	398	26.9%
07 NW HAILEY	1,035	11	1,046	199	19.0%
08 NE HAILEY	1,047	12	1,059	248	23.4%
09 SW HAILEY	955	6	961	182	18.9%
10 NW WOODSIDE	772	5	777	91	11.7%
11 SE WOODSIDE	1,028	6	1,034	133	12.9%
CO. TOTAL	8,964	82	9,046	1,959	21.7%

Total # of absentee ballots cast	166
Total # of Early Voting ballots cast	484

Pursuant to Idaho Code § 50-412, the results of the tabulation of votes prepared by the election judges and clerks and the canvass as provided by law shall be entered in the minutes of city council proceedings.

PASSED BY THE CITY COUNCIL this 13th day of June, 2023.

SIGNED BY THE MAYOR AND THE CITY CLERK this _____ day of June 2023.

Martha Burke
Mayor

ATTEST:

Mary Cone
City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/12/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2023-____, authorizing the Mayor’s signature on Pay Request No. 1 with B & G Dirtworks, for the McKercher Blvd Right of Way Improvements project, and to authorize payment of \$70,000. on this project. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In accordance with the contract documents, B & G Dirtworks has submitted Pay Request No. 1, for the for the McKercher Blvd Right of Way Improvements project. The City’s Public Works Director has reviewed the pay estimate and confirmed that all quantities and materials included in the pay estimate have been received.

The work planned under the agreement is 24% complete. The amount requested in Pay Request No. 1 is \$70,000. The retainage on the project is \$14,116. The original total of the work is \$282,319.98.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> 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 2023-____, authorizing the Mayor’s signature on Pay Request No. 1 with B & G Dirtworks, for the McKercher Blvd Right of Way Improvements project, and to authorize payment of \$70,000. on this project. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2023-__

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING PAY REQUEST NO. 1 IN THE AMOUNT OF \$70,000 TO B & G
DIRTWORKS, FOR THE McKERCHER BLVD RIGHT-OF-WAY IMPROVEMENTS
PROJECT.

WHEREAS, the City of Hailey has a contract with B & G Dirtworks in the amount of \$282,319.98, for the McKercher Blvd Right of Way Improvements project,

WHEREAS, the contractor has completed 24% of the work, resulting in Pay Request No. 1 in the amount of \$70,000,

WHEREAS, Pay Request No. 1 has been reviewed and approved by the Public Works Director,

WHEREAS, the City of Hailey agrees with Pay Request No. 1, 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 Pay Request No. 1 and that the Mayor is authorized to sign Pay Request No. 1.

Passed this 12th day of June, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

B&G Dirt Works LLC

PO Box 3190
 1121 Creekside DR.
 Hailey, ID 83333

Invoice

Date	Invoice #
6/5/2023	21209

Bill To
City of Hailey 115 Main St South, Suite H Hailey, ID 83333

Phone #	Due Date	Project
208-788-3442	6/15/2023	McKercher Blvd

Serviced	Item	Description	Qty	Rate	Amount
6/5/2023	1	---McKercher Blvd Improvements--- 1st draw on contract. Breakout of unit pricing will come at a later date.	1	70,000.00	70,000.00
Payment Due 10 days after invoice date. Late Fees of 15% of average daily balance of all past due			Total		\$70,000.00
			Balance Due		\$70,000.00

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/12/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2023-____, authorizing the Mayor’s signature on Pay Request No. 1 with Skyline Excavation and Grading, for the Water Fill Station project, and to authorize payment of \$25,539.00 on this project. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In accordance with the contract documents, Skyline Excavation has submitted Pay Request No. 1, for the Water Fill Station project. The City’s Public Works Director has reviewed the pay estimate and confirmed that all quantities and materials included in the pay estimate have been received.

The work planned under the agreement is 43% complete. The amount requested in Pay Request No. 1 is \$25,539. The retainage on the project is \$2,952.10. The original total of the work is \$59,042.00.

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 adopt Resolution 2023-____, authorizing the Mayor’s signature on Pay Request No. 1 with Skyline Excavation and Grading, for the Water Fill Station project, and to authorize payment of \$25,539.00 on this project. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING PAY REQUEST NO. 1 IN THE AMOUNT OF \$25,539.00 TO SKYLINE
EXCAVATION AND GRADING, FOR THE WATER FILL STATION PROJECT.**

WHEREAS, the City of Hailey has a contract with Skyline Excavation and Grading in the amount of \$59,042.00, for the Water Fill Station project,

WHEREAS, the contractor has completed 43% of the work, resulting in Pay Request No. 1 in the amount of \$25,539.00,

WHEREAS, Pay Request No. 1 has been reviewed and approved by the Public Works Director,

WHEREAS, the City of Hailey agrees with Pay Request No. 1, 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 Pay Request No. 1 and that the mayor is authorized to sign Pay Request No. 1.

Passed this 12th day of June, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Water Fill Station

FROM (SUBCONTRACTOR)

Skyline Excavation & Grading
 PO Box 234
 Bellevue, ID 83313

CONTRACT FOR:

PROJECT: Water Fill Station

APPLICATION NO.: 1

PERIOD TO: 6/2/2023

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner.		ADDITIONS	DEDUCTIONS
TOTAL		\$ -	
Approved this Month		\$ -	
Number	Date Approved		
TOTAL		\$ -	\$ -
Net change by Change Order			

Application is made for Payment, as shown below

1. ORIGINAL CONTRACT SUM	\$59,042.00
2. Net change by Change Order	\$0.00
3. CONTRACT SUM TO DATE	<u>\$59,042.00</u>
4. TOTAL COMPLETED TO DATE	\$25,539.00
5. RETAINAGE	
0% of Completed Work	\$0.00
b. % of Stored Materials	
TOTAL RETAINAGE	
6. TOTAL EARNED LESS RETAINAGE	\$25,539.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	<u>\$0.00</u>
8. CURRENT PAYMENT DUE	<u>\$25,539.00</u>
9. BALANCE TO FINISH PLUS RETAINAGE	<u>\$33,503.00</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Skyline Excavation and Grading, LLC

SUBMIT TO:

City of Hailey

By: _____

Date: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 6/12/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2023-____, authorizing the Mayor’s signature on an Idaho Department of Water Resources water right transfer application to change the use of water right number 37-22019. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See “Transfer Narrative” on attached application for additional information.

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 adopt Resolution 2023-____, authorizing the Mayor’s signature on an Idaho Department of Water Resources water right transfer application to change the use of water right number 37-22019. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO CHANGE
THE USE OF WATER RIGHT NUMBER 37-22019**

WHEREAS, the City of Hailey owns said water right; and

WHEREAS, the City of Hailey desires to convert said right from “irrigation” to “municipal” use and adjust the place of use accordingly.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey ratifies the Mayors signature on the IDWR Application for Transfer.

Passed this ____ day of June, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department’s website at idwr.idaho.gov.

Name of Applicant(s) City of Hailey

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- * Completed Application for Transfer of Water Right form, Part 1.
- * Signature of applicant(s) or applicant’s authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- #3 Documentation of authority to make the change if the applicant is not the water right owner.
- #4 Power of Attorney or documentation providing authority to sign or act on the applicant’s behalf. (See Part 1.)
- #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department’s website at <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- #10 Other. Please describe: IDWR's 10-31-2017 review memo for transfer #81494 regarding primary ground water use.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) City of Hailey Phone 208-788-4221
Mailing address 115 S Main St, Hailey, ID 83333 Email Brian.yeager@haileycityhall.org

- If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

No Representative

Name of Representative HDR Inc Phone 208-387-7000
Mailing address 412 E Parkcenter Blvd, Boise, ID 83706 Email lori.graves@hdrinc.com

- Send all correspondence for this application to the representative and not to the applicant.
OR
- Send original correspondence to the applicant and copies to the representative.
- The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

- 1. Change point of diversion Add diversion point(s) Change place of use
 Change nature of use Change period of use Other _____

2. Is this a transfer for changes pursuant to [Idaho Code §42-221.O.8?](#)
If yes, attach an explanation and any supporting documentation labeled as **Part 1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

Applicant proposes (1) changing the nature of use from seasonal irrigation to year-round municipal use,
(2) changing the point of diversion to the applicant's integrated municipal well system, and (3) changing the place of use
to the applicant's municipal service area.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part <input checked="" type="checkbox"/> <input type="checkbox"/>	37-22019	8.78 cfs	Municipal	1/1 to 12/31	Ground Water
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	

Total authorized under rights 8.78 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 8.78 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			SE	SW	4	2N	18E	Blaine	Ground Water	
			SE	SW	4	2N	18E	Blaine	Ground Water	
			SE	SW	4	2N	18E	Blaine	Ground Water	
			SE	NW	9	2N	18E	Blaine	Ground Water	
			SE	SE	9	2N	18E	Blaine	Ground Water	

SW SE 10 2N 18E Blaine Ground Water

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.) **Proposed POU is the City's municipal service area**

- No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Total Acres (for irrigation use)																			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

All wells divert into an integrated municipal water distribution system and are equipped with totalizing flow meters.

b. Who owns the property at the point(s) of diversion? City of Hailey

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien:

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, complete [Attachment WSB](#).

e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

n/a

f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Current: 37-23031

Proposed: 37-296A, 37-717A & B, 37-906, 37-1216, 37-2698, 37-2699, 37-8837, 37-10717, 37-22670, 37-22671, 37-7305 (associated municipal water rights).

g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- undergone a period of five or more consecutive years of non-use,
- currently leased to the Water Supply Bank,
- currently used in a mitigation plan limiting the use of water under the right, or
- currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-22019

Current Owner: CITY OF HAILEY
 Priority Date: 3/29/1961
 Origin: Water Right
 Status: Active
 Basis: Deceaded

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	8.78 CFS	1593.5 AF
	<u>Total Diversion</u>	8.78 CFS	1593.5 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SW1/4 Sec. 10, Twp 02N, Rge 18E B.M.
 BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T02N R18E S10	SWSW	1.00	T02N R18E S10	SESW	8.50
T02N R18E S10	SWSE	30.00	T02N R18E S14	NWSW	14.00
T02N R18E S14	SWSW	26.80	T02N R18E S15	NWNE	38.70
T02N R18E S15	SWNE	34.90	T02N R18E S15	SENE	20.70
T02N R18E S15	NENW	28.00	T02N R18E S15	SENW	4.00
T02N R18E S15	NESE	37.70	T02N R18E S15	NWSE	11.00
T02N R18E S15	SESE	22.90	T02N R18E S22	NENE	1.00
T02N R18E S23	NENW	32.40	T02N R18E S23	NWNW	32.30
T02N R18E S23	SWNW	3.50	T02N R18E S23	SENW	31.50
T02N R18E S23	NESW	9.00	T02N R18E S23	NWSE	31.40
T02N R18E S23	SWSE	20.40	T02N R18E S23	SESE	15.60

Total Acres: 455.3

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
2. Use of this right is combined with water from Hiawatha Canal.
3. This right is licensed right 37-2659.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 1. Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: _____

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals		
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
																				Total Acres (for irrigation use)	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3**

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a.**
- If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b.**

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a.**

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b.**

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid _____ Date _____ Received by _____ Receipt # _____

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB (copy sent to state office) Lessor Designation form &/or W-9 (originals to state office)

Transfer Narrative

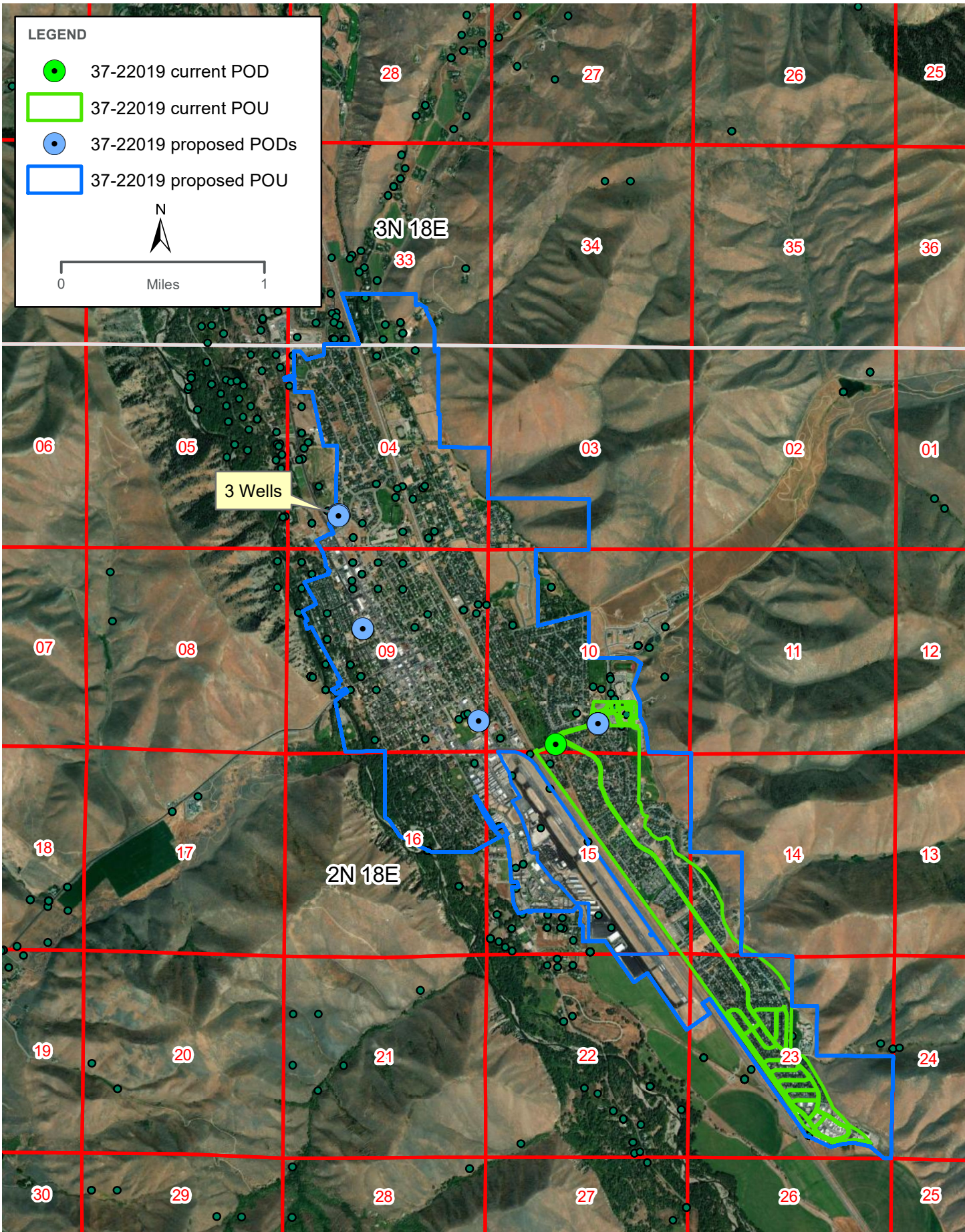
The well (aka the Cemetery Well), authorized for irrigation use under water right 37-22019, is also authorized for irrigation under water right 37-23031 in the name of Hailey Cemetery Maintenance District. Currently, the well only serves water right 37-23031 for irrigation of Hailey Cemetery. Water right 37-22019 is leased to the Idaho Water Supply Bank until December 31, 2025 under Contract 1273.

Applicants wish to incorporate water right 37-22019 into their municipal water rights portfolio to allow diversion of additional ground water for use within their current integrated municipal delivery system. To make this happen, this **transfer application** proposes to change the place of use, point of diversion and nature of use of water right 37-22019. The new nature of use will be municipal. The new points of diversion will be the applicant's integrated municipal ground water system consisting of 6 wells. The new place of use will be the applicant's municipal service area. Water right 37-22019 currently allows diversion 1,593.5 afa for irrigation of 455.3 acres. To allow year-round municipal use, only the irrigation consumptive volume is proposed for transfer (see Transfer Attachment 8A).

The water right currently includes the following condition:

Use of this right is combined with water from Hiawatha Canal.

Information provided by the City during the processing of Transfer 81494 established historical irrigation use under water right 37-22019 as being primary and not supplemental. As a result, the condition was excluded from resulting water right 37-23031. Included as Attachment 10 is the Department's 10/31/2017 review memo approving the City's supporting information. Upon transfer approval, applicants request the condition also be removed from water right 37-22019.



**TRANSFER ATTACHMENT 8A
WATER BALANCE AND CHANGES TO 37-22019**

ET_{Idaho} 2023, Hailey RS (NWS--USC00103942)
Precipitation Deficit Requirements

Grass Hay															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Non Growing Season ^b	Annual
Mean	mm/day												mm		
Monthly ^c	-0.08	0.01	0.03	0.16	2.17	4.69	6.31	4.09	2.27	0.32	-0.44	-0.22	611	-20	603

- a 611 mm/yr, net annual crop precipitation-deficit consumptive use (from above, growing season)
- b 2.00 ft/yr, Net annual precipitation-deficit crop (Grass Hay) consumptive use (b = a / 304.8)
- c 455.3 Irrigation acres
- e 1593.5 Irrigation afa
- f 912.7 Irrigation consumptive volume (cxb)
- g 680.8 Irrigation afa surrendered for municipal use (e-f)

Changes to 37-22019			
	Pre-Transfer	Changed by Transfer	Post-Transfer
Use	IRR	n/a	MUNI
cfs	8.78	0.000	8.780
afa	1593.5	680.8	912.7
Acres	455.3	455.3	0.00

**APPLICATION FOR TRANSFER OF WATER RIGHT
ATTACHMENT WSB:
TRANSFERRING WATER RIGHTS LEASED TO THE WATER SUPPLY BANK**

Approval of a transfer application will not impact the terms of a Water Supply Bank Lease Contract. Any transferred water right or portion of a water right that is leased to the Water Supply Bank (Bank) shall remain unused while the lease is active.

If the transfer proposes to relocate the place of use of an irrigation water right, and the relocated acres include land currently idled due to a Bank lease contract, the applicant is required to identify the areas that will be idled at the new place of use for the duration of the lease contract. The acres to be idled should be clearly identified on the map created for Attachment 7B of the transfer application. The applicant should confirm the map is attached when completing the table below. If the leased portion of the place of use is not proposed to be relocated, a map is not required.

A Bank lease contract shall remain in effect until it expires, a new lease proposal is processed to replace it, or the water right is released from the Bank through written confirmation issued by the Water Resource Board. If the proposed transfer is approved, the water right owner will be provided sufficient time to allow the lease contract to expire before beneficial use of water at the new place of use will be expected. Meanwhile, water rights leased to the Bank are protected from forfeiture for the duration of the lease contract.

Water right owners who would like to adjust the terms of their lease contracts can either submit a new lease proposal on an [Application to Lease a Water Right to the Water Supply Bank](#) form, or they can request early termination of their lease contracts by completing a [Request to Release a Water Right from the Water Supply Bank](#) form. If a water right is leased to the Bank, and it is currently being rented from the Bank, the lease cannot be reduced or terminated until the rental agreement concludes. A request to release a water right or to submit a new lease application should be sent to the Department’s state office. To find out if there are any rentals associated with a leased water right, please call a Bank representative at the Department at 208-287-4800.

In the table below, please provide the requested information for any water right that is both proposed for transfer and leased to the Bank. The information needed to complete this table can be found in your Bank lease contract. A copy of your lease contract can be obtained using the ‘Search Water Rights’ option on the Department’s internet page at www.idwr.idaho.gov or by contacting any Department office.

Water Right Number	Lease Contract Expiration Date	Water Right Quantities Leased to the Bank			Map Attachment 7B Clearly Identifies Idled Place of Use at New Location
		Rate (cfs)	Volume (AF)	Acres	
37-22019	12/31/2025	8.78 cfs	1593.5 af	455.3	Attached? <input checked="" type="checkbox"/> or No Change <input type="checkbox"/>
					Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>
					Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>
					Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>
					Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>
					Attached? <input type="checkbox"/> or No Change <input type="checkbox"/>

Is the ownership of the water right(s) leased to the Bank being changed? Yes No

- If yes and there are multiple owners, attach a [Lessor Designation](#) form.
- If yes, the individual owner or designated lessor must complete, sign and attach an [IRS Form W-9](#).

Additional Information:

Applicants will request right be released from the Bank upon transfer approval or if rented, upon conclusion of rental agreement.

Agency Use Only: Personnel processing transfer applications should forward a copy of this attachment, the original Lessor Designation form and/or IRS Form W-9, if received, to the State Office.

MEMORANDUM

TO: Transfer # 81494 File

FROM: Corey Skinner

DATE: October 31, 2017

SUBJECT: Review and Approval

Transfer # 81494 proposes splitting off a 0.36 cfs and 18.8 acre portion of water right 37-22019 and changing the place of use. The application was originally approved on May 30, 2017, but a petition for reconsideration was filed on June 13, 2017. The petition and conversations with the applicant's consultant indicated that the main item of concern related to the "surface water combined use conditions" (the following conditions) being implemented as part of the approval...

- *Use of this right is combined with water from Hiawatha Canal.*
- *The right holder shall make full beneficial use of all surface water available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right for land with an appurtenant surface water right(s) to those times when the surface water supply is not available or reasonably sufficient to irrigate the place of use authorized under this right.*

Right 37-22019 was decreed in the SRBA as an irrigation right for the irrigation of a specific 486 acres. The right was decreed in the names of the City of Hailey and the Hailey Cemetery Maintenance District. The specific 486 acre place of use for right 37-22019 is located within the service area of the City of Hailey's municipal water rights. The water right record prior to the transfer included the following condition...

- *Use of this right is combined with water from Hiawatha Canal.*

This particular condition was carried forward as part of the transfer approval on the portion of the right being transferred along with the other surface water/supplemental condition.

Examination of the City of Hailey's water right records indicates that they have one right from the Big Wood River (delivered via the Hiawatha Canal), 37-10717, that potentially overlaps the 37-22019 place of use. Right 37-10717 was decreed for municipal use within the City of Hailey service area, meaning it can be used anywhere within the city's service area.

During conversations with the applicant's consultant, it was indicated that Hiawatha (Big Wood River) water was never used in connection with right 37-22019. I indicated that if they could demonstrate that right 37-10717 (the only potential right that would warrant the Hiawatha water condition) was used somewhere else in the city and not on the 37-22019 place of use the Department would consider removing the supplemental conditions on the portion of the right being transferred. They indicated that they were confident they could provide information indicating that right 37-10717 was not used with 37-22019. I agreed to withdraw the transfer approval (see June 20, 2017 order) to allow them more time to gather the information.

This past month, the applicant's consultant provided information from the City of Hailey indicating that they use their Hiawatha water (37-10717) on three specific parks that do not overlap the 37-22019 place of use. This information seems reasonable since the three locations are located closer to the Hiwatha Canal than the 37-22019 place of use. In addition, it seems prudent for a city to use their surface water on different lands and in a separate system than those served by their groundwater system due to potential water quality concerns with mixing their surface/river water and groundwater.

Based on this new information, it is appropriate to reissue the transfer # 81494 approval without the surface water/supplemental conditions on the portion of the right being transferred.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/08/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2023-____, authorizing a contract with Kartchner Beaucannon Associates LLC, in the amount not to exceed \$9,145 for Architectural Design Services for the Water Division Office Building. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City has completed Design Review of the proposed building and is ready to commence final design drawings for construction.

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"/> Water |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2023-____, authorizing a contract with Kartchner Beaucannon Associates LLC, in the amount not to exceed \$9,145 for Architectural Design Services for the Water Division Office Building. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY APPROVING A
CONTRACT FOR SERVICES AGREEMENT WITH KARTCHNER BEAUCANNON
FOR HVAC, ELECTRICAL, AND PLUMBING DESIGN OF THE WATER DIVISION
OFFICE BUILDING AT A NOT TO EXCEED COST OF \$9,145.**

WHEREAS, the City of Hailey desires to have Kartchner Beaucannon provide design services for the City of Hailey,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey authorizes a contract with Kartchner Beaucannon for HVAC, Electrical, and Plumbing design of the Water Division Office Building, and that the Mayor is authorized to execute the agreement,

Passed this 13th day of June, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

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DATE: 5/15/2023

COMPANY: City of Hailey Public Works Dept.

ATTENTION: **Brian Yeager, P.E. / P.L.S. – Public Works Director**

E-MAIL: brian.yeager@haileycityhall.org

REFERENCE: **City of Hailey Water Div. Office Building Proposal – Hailey, ID**

I am proposing a fixed fee for the preparation of mechanical, electrical and plumbing drawings for the referenced project as follows:

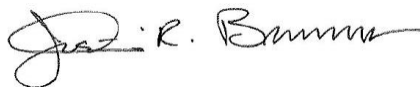
<u>HVAC</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>Total</u>
\$3,195	\$3,520	\$2,430	\$9,145

Design services will include: Stamped and signed 100% construction MEP drawings with specifications on the drawings as required for a new ~3,768 sq. ft. Office / Living Qtrs / Shop Building; meetings as necessary to clarify owners' needs and/or desires for HVAC, Plumbing and Electrical services; Calculations – i.e. heating/cooling for equipment sizing, energy - including completion of Non-Residential Energy Compliance Mechanical and Electrical forms, gas service and city review comment responses and submittal reviews. We have based the following fee on the assumptions below:

1. CAD files will be provided by the architect.
2. Architect to provide CAD site plan for use by KBA.
3. KBA will provide MEP engineering based traditional engineering concepts for similar facilities. Per phone conversation with client, client is looking for system to encompass sustainability design measures. Would like to have all equipment selected for electrical use. Discussed options of utilizing Split w/ fan coils or ducted forced air heat pumps for both office and residence. Forced air ducted system seems to be the most practical approach to be more inline with the building layout / configuration.
4. KBA will provide MEP engineering to 5'-0" outside the building where the scope of work will then be the responsibility of the Civil Engineer / others.
5. KBA will coordinate power to the building with owner's solar representative to incorporate into the power distribution system. Solar design to be by others. Solar representative shall provide KBA with all solar requirements needed for the solar field along with associated solar gear information. KBA will work with owner to potentially offset solar generation to existing nearby building on site.
6. Additional electrical / plumbing design criteria (i.e. plug / data locations, fixture types) to be coordinated with owner during design process.

Construction support and fire protection design will not be considered part of our services. Our fee structure for any extra services and T&M modification efforts / changes will be based at \$115.00 / hr for engineering staff, \$145.00 / hr for principal staff.

An invoice for the above fee will be sent at the completion of working drawings and is due upon receipt. Please sign below and return to us for authorization to proceed. I look forward to hearing from you.



Justin R. Beucannon, LEED AP BD+C
Principal
Kartchner Beucannon Associates

Brian Yeager, P.E. / P.L.S.
Public Works Director
Hailey Public Works Dept

If any part of this transmission is illegible or is not received, please call this office as soon as possible.



1301 South Five Mile Road
Boise, ID 83709
208-888-7145
Fax 208-888-7165
jbeucannon@kbamep.com

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/23 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Motion to approve Resolution 2023-____, authorizing the mayor to sign Memorandum of Understanding (MOU) with the parties noted in the resolution regarding a feasibility assessment of the sports and recreation infrastructure in Blaine County.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This Memorandum of Understanding (MOU) is for mutual participation and funding of a Sports and Recreation Infrastructure Feasibility Assessment (Assessment) is hereby entered into by and between Blaine County Recreation District (BCRD), the City of Carey (Carey), the City of Bellevue (Bellevue), the City of Hailey (Hailey), the City of Ketchum (Ketchum), the City of Sun Valley (Sun Valley), Blaine County School District (BCSD), and Blaine County (County) may hereinafter be collectively referred to as the "Parties."

1. Purpose:

The Parties have agreed to collaborate and coordinate efforts to develop a process and work with a consultant to implement an Assessment of indoor and outdoor recreation infrastructure needs within Blaine County. Once a cost of hiring a consultant is determined the Parties may provide funding as agreed upon and approved by each entities governing body. The Assessment will update previously collected information, assess the status and condition of existing playing fields throughout the County, identify areas that could be improved to accommodate a variety of sports, and where undeveloped sites exist that could be developed to accommodate additional sports and recreation infrastructure.

2. Process:

- The Parties will work together to develop and agree upon a Request for Proposals seeking a qualified consultant to provide research, facilitation, and recommendations to implement the Assessment.
- BCRD will contract with the selected consultant to begin implementation of an Assessment.
- The BCRD and selected consultant will convene three working groups in support of completing the Assessment:
 - Group 1, the implementation group, will consist of representatives from the Cities of Carey, Bellevue, Hailey, Ketchum, Sun Valley, Blaine County, BCRD and BCSD.
 - Group 2 will consist of individual user groups such as club teams, community organizations interested in recreation and other recreation providers in the community.
 - Group 3 will consist of overall community engagement and input from the general public.

Staff recommends approval of this MOU.

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 ___ Mayor ___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-___, authorizing the mayor to sign a Memorandum of Understanding (MOU) with the parties noted in the resolution regarding a feasibility assessment of the sports and recreation infrastructure in Blaine County.

FOLLOW-UP REMARKS:

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AMEMORANDUM OF UNDERSTANDING BETWEEN BLAINE
COUNTY RECREATION DISTRICT, THE CITIES OF CAREY, BELLEVUE, SUN
VALLEY AND KETCHUM, BLAINE COUNTY AND THE BLAINE COUNTY
SCHOOL DISTRICT TO CONDUCT A RECREATION AND INFRASTRUCTURE
SPORTS FIELD ASSESSMENT.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding (MOU) with the parties noted above for mutual participation and funding of a recreation infrastructure feasibility assessment

WHEREAS, the City of Hailey has agreed to the terms of the MOU.

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 (MOU) with the parties noted above and that the Mayor is authorized to execute the attached MOU.

Passed this 13th day of June 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

MEMORANDUM OF UNDERSTANDING
Between
BLAINE COUNTY RECREATION DISTRICT
And
THE CITIES OF CAREY, BELLEVUE, HAILEY, KETCHUM, SUN VALLEY, BLAINE COUNTY SCHOOL DISTRICT AND BLAINE COUNTY

Blaine County Sports and Recreation Infrastructure Feasibility Assessment

This Memorandum of Understanding (MOU) for mutual participation and funding of a Sports and Recreation Infrastructure Feasibility Assessment (Assessment) is hereby entered into by and between Blaine County Recreation District (BCRD), the City of Carey (Carey), the City of Bellevue (Bellevue), the City of Hailey (Hailey), the City of Ketchum (Ketchum), the City of Sun Valley (Sun Valley), Blaine County School District (BCSD), and Blaine County (County) may hereinafter be collectively referred to as the "Parties."

1. Purpose:

The Parties have agreed to collaborate and coordinate efforts to develop a process and work with a consultant to implement an Assessment of indoor and outdoor recreation infrastructure needs within Blaine County. Once a cost of hiring a consultant is determined the Parties may provide funding as agreed upon and approved by each entities governing body. The Assessment will update previously collected information, assess the status and condition of existing playing fields throughout the County, identify areas that could be improved to accommodate a variety of sports, and where undeveloped sites exist that could be developed to accommodate additional sports and recreation infrastructure.

2. Process:

- The Parties will work together to develop and agree upon a Request for Proposals seeking a qualified consultant to provide research, facilitation, and recommendations to implement the Assessment.
- BCRD will contract with the selected consultant to begin implementation of an Assessment.
- The BCRD and selected consultant will convene three working groups in support of completing the Assessment:
 - Group 1, the implementation group, will consist of representatives from the Cities of Carey, Bellevue, Hailey, Ketchum, Sun Valley, Blaine County, BCRD and BCSD.
 - Group 2 will consist of individual user groups such as club teams, community organizations interested in recreation and other recreation providers in the community.
 - Group 3 will consist of overall community engagement and input from the general public.

3. Responsibilities of the Parties:

All Parties to this MOU will participate in the development of an Assessment and contribute funding, as approved by each entities governing body, to be agreed upon once a full Scope of Services, Project Schedule, and Cost has been prepared.

4. Terms and Termination:

This agreement shall be in full force and effect upon execution and will remain in effect through the end of the Assessment process. This MOU is subject to termination without cause by the Parties with a 30-day written notification. Modifications of this MOU shall be made by mutual consent of the Parties, by written modification, signed and dated by all Parties, prior to any changes being performed.

Approvals: executed and effective by the undersigned parties as of the date signed. Dated this _____ day of _____, 2023.

The Parties Hereto have executed this instrument.

Mayor Sara Mecham
City of Carey

Date

Attest:
City of Carey Clerk

Mayor Kathryn Goldman
City of Bellevue

Date

Attest:
City of Bellevue Clerk

Mayor Martha Burke
City of Hailey

Date

Attest:
City of Hailey Clerk

Mayor Neal Bradshaw
City of Ketchum

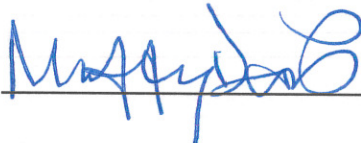
Date

Attest:
City of Ketchum Clerk

Mayor Peter Hendricks
City of Sun Valley

Date

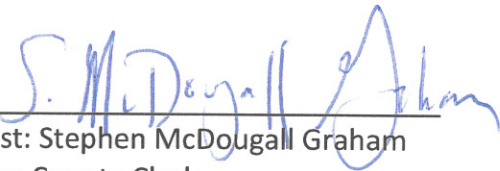
Attest:
City of Sun Valley Clerk



Blaine County Commissioner

5/16/23

Date



Attest: Stephen McDougall Graham
Blaine County Clerk

Mark Davidson, Director
Blaine County Recreation District

Date

STATE OF IDAHO)
) ss
County of Blaine)

On this ___ day of _____, 2023, before me, the undersigned, a notary public for the State of Idaho, personally appeared **Mark Davidson**, known or identified to me to be the Director of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(seal)

Notary Public for Idaho
Residing at: _____
Commission Expires: _____

Jim Foudy, Superintendent
Blaine County School District

Date

STATE OF IDAHO)
) ss
County of Blaine)

On this ___ day of _____, 2023, before me, the undersigned, a notary public for the State of Idaho, personally appeared **Jim Foudy**, known or identified to me to be the Director of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(seal)

Notary Public for Idaho
Residing at: _____
Commission Expires: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/23 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH/MB

SUBJECT:

Motion to approve Resolution 2023-___, authorizing the mayor to sign pyrotechnics contract with Lantis Productions for \$18,000 purchase and display of fireworks on July 4, 2023.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The contract with Lantis Productions is attached. It provides for a proven fireworks display with a proven company, the same sized show now as in years past. The price is the same as last year-\$18,000.

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	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-___, authorizing the mayor to sign pyrotechnics contract with Lantis Productions for purchase and display of \$18,000 in fireworks on July 4, 2023.

FOLLOW-UP REMARKS:

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A PYROTECHNICS CONTRACT WITH LANITS PRODUCTIONS
FOR PURCHASE AND DISPLAY OF \$18,000 IN FIREWORKS ON JULY 4, 2023.**

WHEREAS, the City of Hailey desires to enter into a CONTRACT with Lantis Production who will perform the fireworks display for the same type and volume display held last year.

WHEREAS, the City of Hailey and Lantis Production have agreed to the terms and conditions of the Fireworks Display Contract and Purchase 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 of Contract between Lantis Production and the City of Hailey and that the Mayor is authorized to execute the attached Contract,

Passed this 13th day of June, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Lantis Fireworks and Lasers Presents:

A Proposal to Provide a Fireworks Display for the



Hosted_Sponsored by Hailey, ID

To be Held July 4, 2023

Lantis Productions, Inc.

Corporate Office

P.O. Box 491

Draper, Utah 84020

(800) 433-3040

(801) 768-2255

info@lantisfireworks.com

Company History

In 1945, Merle Lantis founded Lantis Fireworks. What started as a firework stand in North Sioux City, South Dakota, has now become Lantis Fireworks and Lasers. Our corporate office employs seven full-time administrative staff and has representatives in numerous cities throughout the United States. Peak employment during the Fourth of July season can total over six hundred associates.

Headquartered in Utah, the majority of our display shows are produced in the western United States. Our satellite offices are Las Vegas (40 years) and Phoenix AZ (20 years).

Our company is a leader in integrating spectacular pyrotechnics with the added effect of lasers. We specialize in astonishing choreographed fireworks and laser light shows. We are qualified to provide pyrotechnic effects and laser shows for both indoor and outdoor settings.

Lantis Fireworks and Lasers is a turnkey operation for the pyrotechnic shows we produce and shoot. This means we take care of everything, including permits, insurance, inspections, and most of all, clean up, leaving our shoot site cleaner than when we arrived.

The goal and commitment of our company is to provide an outstanding visual experience to both our clients and their audience. The success of our company has been the result of providing outstanding professional services, safety, innovation, and a total commitment to client satisfaction.

Lantis Fireworks & Lasers will provide all products and services associated with producing your pyrotechnic performance.

These Include:

- All Pyrotechnic Devices
- Insurance-Public Liability \$2,000,000 or \$5,000,000
- Licensed/Experienced Pyrotechnicians
- Permits
- Local Transport
- Mortars and Associated Equipment
- Electronic Firing System and Production Design (if required)
- Attendance of Pre-Event Development and Production Meetings
- Operational and Production Schedule
- Provide all Qualified Labor
- Site Cleanup and Next Morning Inspection
- Electronic Match for Electric Fire (as needed)

Understanding of the Events Concept

In visualizing a firework display we talk not only with the client but also the local fire department. We do this to make sure we receive input regarding safety from fire officials which is very important. From there we plan for the shell size and type that will allow the maximum, yet safe, display. Selected shells will create a panorama of beautiful bursts of color and noise.

Mortars are set in racks as early in the day as possible. Loading takes place as early as needed to be ready to fire on time. After shells are loaded, crew members will maintain watch to keep observers at a safe distance.

If the display is choreographed, the Pyro will make the necessary contacts to coordinate the music and show start time. The program will be fired electrically.

Pyros will check with the client just minutes before the display is to start to discuss any safety concerns or changes in the weather that may affect the display. Again, safety is first. A show may be canceled or delayed rather than put anyone at risk.

After the completion of the show, the Pyro and crew will check all mortars. They will begin a cleanup of the area picking up trash left from the shells. Mortars, racks, wires, etc. will be picked up and placed in the truck. An additional site check will also be made the next morning.

About our Pyro Technician(s)

Our highly-trained, properly licensed technicians will be used for your show. Annual training seminars are held to upgrade the technician's technical knowledge. Our pyrotechnic personnel have been trained in product knowledge and safety skills.

Understanding the Role of Pyro Technician

Lantis Fireworks & Lasers' perception of the role of the pyro technician at your event is to plan and execute the following duties:

- Supply all pyrotechnic components for the event.
- Supply all associated hardware and equipment for the performance.
- Supply a trained and licensed pyro technician for your location.
- Adhere to all state and federal laws and regulations.
- Perform all work in accordance with NFPA regulations covering the use of pyrotechnics.

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on June 5, 2023 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and Hailey City of (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of Eighteen Thousand Dollars and No/100 (\$18,000) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract	\$ 9,000.00
2. Due ten days following the show	\$ 9,000.00
Total:	<u>\$18,000.00</u>

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 4, 2023. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as

required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.


Additional Provisions:

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on June 5, 2023 at Fairfield, UT.

Lantis Productions Inc.

by: 

Kenneth L. Lantis, President

CLIENT

**Executed on behalf of Hailey City, Idaho this ___ day of _____, 2023
At Hailey, ID.**

by: _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show 23168

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: Hailey City

Billing Address: 115 Main Street South, Hailey, ID 83333

Show Date: July 4, 2023 Approximate Time: 10:30 PM
Length of Show: 15 Minutes

Show Location: Blaine County School District; Wood River High School; 1250 Fox Acres Road, Hailey ID 83333; Phone (208) 578-5020

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2ND Alternate

Mike Baledge

Name

Name

617 South 3rd Ave

Address

Address

Hailey, ID 83333

City, State, Zip

City, State, Zip

Phone Office 208-788-4221

Phone Office _____

Home _____

Home _____

Cell 208-520-9821

Cell _____

Specific Address of Display Site: Blaine County School District; Wood River High School; 1250 Fox Acres Road, Hailey ID 83333; Phone (208) 578-5020

Routing to Location from Major Highway:

From I-84 take exit 173 for US 93 toward Twin Falls; Right onto US 93; continue onto ID-75/N Greenwood St; Turn right onto Fox Acres Rd. High school is on the right.

Extremely Important

Nearest Airport:

: Friedman Memorial Airport

Approximate Distance: 1.2 Miles

Additional Comments. _____ Use reverse side if needed.

INSURANCE CERTIFICATE REQUISITION
Lantis Productions Inc

Show 23168

Client Name: Hailey City

Address: 115 Main Street South, Hailey, ID 83333

Display Date: July 4, 2023

Approximate Time: 10:30 PM

Location of Display: Blaine County School District; Wood River High School; 1250 Fox Acres Road, Hailey ID 83333; Phone (208) 578-5020

Exact Names of those to be insured: City of Hailey and Blaine County School District

Name of Site Property Owner: Blaine County School District

Insurance Certificate is to be issued to: Hailey City

Title: City Administrator Phone: 208-788-4221

Address: 115 Main Street South, Hailey, ID 83333

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show 23168

Dear Customer: Hailey City

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023

DEPARTMENT: CDD

DEPT. HEAD SIGNATURE: RD

SUBJECT: Motion to approve Resolution 2023-_____, authorizing the mayor’s signature on the extension of the Security Agreement for Amatopia Subdivision, to November 30, 2023.

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

In November 2021, the City Council approved the Final Plat Application for Amatopia Subdivision (Lots 1-4, Block 1, and Lot 5, Block2, Amatopia Subdivision). This newly approved subdivision consists of five (5) lots ranging in size from 6,090 square feet to 8,035 square feet and located within the General Residential (GR) and Townsite Overlay (TO) Zoning Districts. A private road, Parcel A, was also constructed and services the proposed lots. Parcels B and C were dedicated as open space to benefit the subdivision, and park and sidewalk in-lieu fees were paid to the City for the required park and infrastructure-related improvements.

In November 2021, the Council also authorized a Security Agreement and cash bond addressing related infrastructure within the subdivision. The current cash bond, in the total amount of \$250,387.65, is still applicable; however, the Security Agreement expired on November 30, 2021. To ensure infrastructure requirements and compliance are met, the Hailey Municipal code allows for an extension of security past one-year, and subject to the following:

16.03.030: FINAL PLAT APPROVAL:

K. Security Required: In cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the developer, the developer may, in lieu of actual construction, provide to the city such security as may be acceptable to the city, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of two years from the date the security is provided. If any extension of the two-year period is granted by the city, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided. In the event that the cost of installing required improvements exceeds the amount of security, the developer shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the security shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or developer. (Ord. 1256, 2020; Ord. 1193, 2016; Ord. 1191, 2015).

Resolution 2021-118 (dated November 8, 2021) authorized a Security Agreement and cash bond addressing related infrastructure for the subdivision, which expired in November 2022, within one (1) year of project approval, not two years, as noted above. The First Amended Security Agreement attached extends the bond to November 30, 2023, an additional year after project approval. The cash deposit of \$250,387.65 will remain with the city until all infrastructure is completed, approved, and accepted by the city. An additional 20% will not be collected at this time, as the Applicant anticipates a completion date of November 2023.

Attachments:

- A. [Resolution 2023-_____, a Resolution adopting the First Amended Security Agreement for Amatopia Subdivision](#)
 - a. [Cash Security Agreement](#)

B. Final Plat: Amatopia Subdivision

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion Language:

Approval: Motion to approve Resolution 2023-_____, authorizing the mayor’s signature on the extension of the Security Agreement for Amatopia Subdivision, to November 30, 2023.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

CITY OF HAILEY
RESOLUTION NO. 2023-___

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A SECOND AMENDED SECURITY
AGREEMENT (EXTENSION #1) RELATED TO AMATOPIA SUBDIVISION (LOTS 1-
4, BLOCK 1, AND LOT 5, BLOCK 2, AMATOPIA SUBDIVISION)**

WHEREAS, the City of Hailey has approved the Final Plat for Amatopia Subdivision on November 8, 2021 (Findings of Fact signed November 22, 2021), and

WHEREAS the City of Hailey approved a Security Agreement and Cash Bond related to Amatopia Subdivision on November 8, 2021,

WHEREAS that approval included the associated improvements to the site as outlined in the attached, and

WHEREAS, this Resolution authorizes the Mayor's signature on the attached documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Second Amended Security Agreement (Extension #1) related to the Amatopia, LLC, Amatopia Subdivision.

Passed this ___ day of _____, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

RECORDING REQUESTED BY AND RECORDED, MAIL TO:
Hailey City Hall
ATTN: Mary Cone, Hailey City Clerk
115 South Main Street Hailey, Idaho 83333

**FIRST AMENDED SECURITY AGREEMENT
FOR AMATOPIA SUBDIVISION**

THIS FIRST AMENDED SECURITY AGREEMENT FOR AMATOPIA SUBDIVISION, FINAL PLAT is made and entered on this 6 day of JUNE, 2023 between the City of Hailey, Idaho, a municipal corporation, (hereinafter referred to as "**Hailey**") and Amatopia, LLC, an Idaho limited liability company, c/o Susan Scovell, whose mailing address is P.O. Box 5863, Ketchum, Idaho, 83340 (hereinafter referred to as the "**Applicant**").

WHEREAS, the Applicant has made application for final subdivision plat approval of the Amatopia Subdivision (hereinafter referred to as "**Amatopia**") after receiving preliminary plat approval from Hailey thereof as set forth in the Hailey City Council Findings of Fact, Conclusions of Law and Decision dated February 8, 2021, and incorporated herein by reference.

WHEREAS, the Applicant has requested the extension of the cash bond related to the final subdivision plat approval and recordation prior to completion of construction of certain weather-related infrastructure and related improvements as set forth on attached **Exhibit A**, (hereinafter collectively referred to as the "**Improvements**") and as a condition thereof the Applicant is required by the Hailey City Council to post security therefore consistent with the Hailey City Code §16.03.030.1; and,

NOW, THEREFORE, the Applicant and Hailey hereby covenant and agree as follows:

The Applicant, simultaneously with the execution of this Agreement, deposited with Hailey on December 6, 2021:

A cash deposit with Hailey (in the form of a certified check) in the total amount of \$250,387.65 (the "**Security**")

as security for complete performance and construction of the Improvements upon the following terms and conditions:

FIRST AMENDED SECURITY AGREEMENT
RE: AMATOPIA - page 1 of 5

1. The Security secures completion of the Improvements identified on **Exhibit A**. The Applicant shall complete construction of all Improvements on or before November 30, 2023, or the amount of the Security applicable to such Improvements which are not complete shall be due and payable to Hailey up to the full amount thereof and Hailey may draw upon such cash deposit as secures such incomplete Improvements as Hailey in its sole discretion determines necessary to complete the Improvements or any portion thereof. A

2. The cash deposit shall be held solely in the name of the City of Hailey, Idaho as trustee/contingent beneficiary in a segregated interest-bearing account, with interest accruing to the benefit of Applicant, and shall be held by Hailey in lieu of the Owner filing or depositing a performance bond with Hailey. Hailey shall make monthly advances to Applicant from the Security during the course of Applicant's construction of Improvements conditioned upon the satisfaction of the conditions set forth in this Agreement, including the following:

Hailey shall receive a completed Advance requisition accompanied by the items set forth below by the 7th day of each calendar month:

(a) a certificate of Applicant's project engineer breaking down the use of proceeds of the requested Advance specifying the Improvement costs and the applicable Improvement budget category to be paid with the proceeds of such Advance, and attaching such bills or invoices as requested by Hailey describing the items purchased or to be purchased and/or the services rendered or to be rendered,

(b) a reconciliation of actual Improvement costs to the Improvement budget, which shall demonstrate that after giving effect to the proposed Advance, that the funds available to pay Improvement costs are sufficient to pay all costs to complete the Improvements, and

(c) such other certifications or statements as Hailey shall reasonably request to confirm the information delivered pursuant to clauses (a) and (b) above.

3. In the event the Applicant fails or refuses to complete the Improvements or any portion thereof on or before the date as set forth in Paragraph Number 1 hereinabove, Hailey shall have the right, but not the obligation, to draw the funds from the cash deposit and apply the proceeds thereof to construction of the Improvements or any portion thereof. To the extent the funds are drawn upon from the Security, they must be used for the construction of the Improvements or returned to the Applicant.

4. In case of default by the Applicant, if the total cost of construction of the Improvements is less than the amount of the Security, Hailey agrees to return to the Applicant the unused portion of the Security funds. However, if the cost of installing or constructing the Improvements is greater than the amount of the Security, the Applicant agrees to reimburse and hold harmless Hailey for any and all additional costs and expenses incurred by Hailey associated with installing and constructing the Improvements.

5. In the event the Applicant completes construction of the Improvements secured by the Security on or before the dates set forth in Paragraph Number 1 herein above, Hailey shall release funds, including any and all interest accrued thereon, to the Applicant upon receiving written notice by the City Engineer that the Improvements have been installed according to applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the City Engineer. Also, the Applicant may apply for a partial release of the Security from Hailey as described in paragraph 2.

6. In addition to the foregoing, the Applicant is responsible for and shall pay any and all fees reasonably incurred by the City Engineer in providing services associated with the review of and/or inspections necessary to confirm completion of any or all of the Improvements required.

7. This Agreement is not a guarantee that any of the Improvements will be constructed nor does this Agreement obligate Hailey in any way to complete any of said Improvements. This Agreement is not intended nor shall it be construed as a third-party beneficiary contract or creating any third-party beneficiary rights.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

APPLICANT,

Amatopia, LLC, an Idaho Limited liability company

by Susan Scovell
Susan Scovell, Managing Member

THE CITY OF HAILEY, IDAHO

by _____
Martha Burke, Mayor

ATTEST:

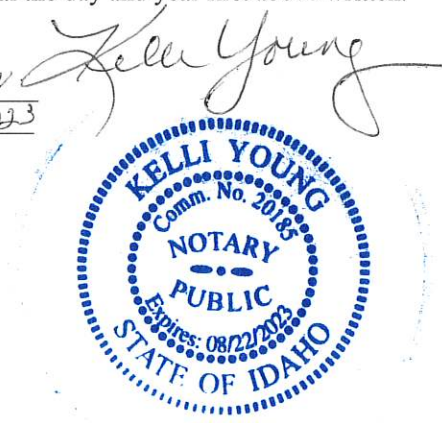
Mary Cone, City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this 6th day of June, 2023, before me, a Notary Public, in and for said County and State, personally appeared Susan Scovill, known or identified to me on the basis on satisfactory evidence, to be the managing member of Amatopia, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at: Hailey, Idaho
My commission expires: 8-22-2023



STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2021, before me, a Notary Public, in and for said County and State, personally appeared Martha Burke, known or identified to me on the basis on satisfactory evidence, to be the duly elected Mayor of the City of Hailey, Idaho, a municipal corporation, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

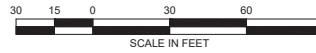
EXHIBIT A

to Security Agreement Re: Amatopia Subdivision

A PLAT SHOWING
AMATOPIA SUBDIVISION
 WHEREIN TAX LOT 7816 IS SUBDIVIDED AS SHOWN HEREON
 LOCATED WITHIN SECTIONS 9 & 16, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
 OCTOBER 2021



SCALE: 1" = 30'



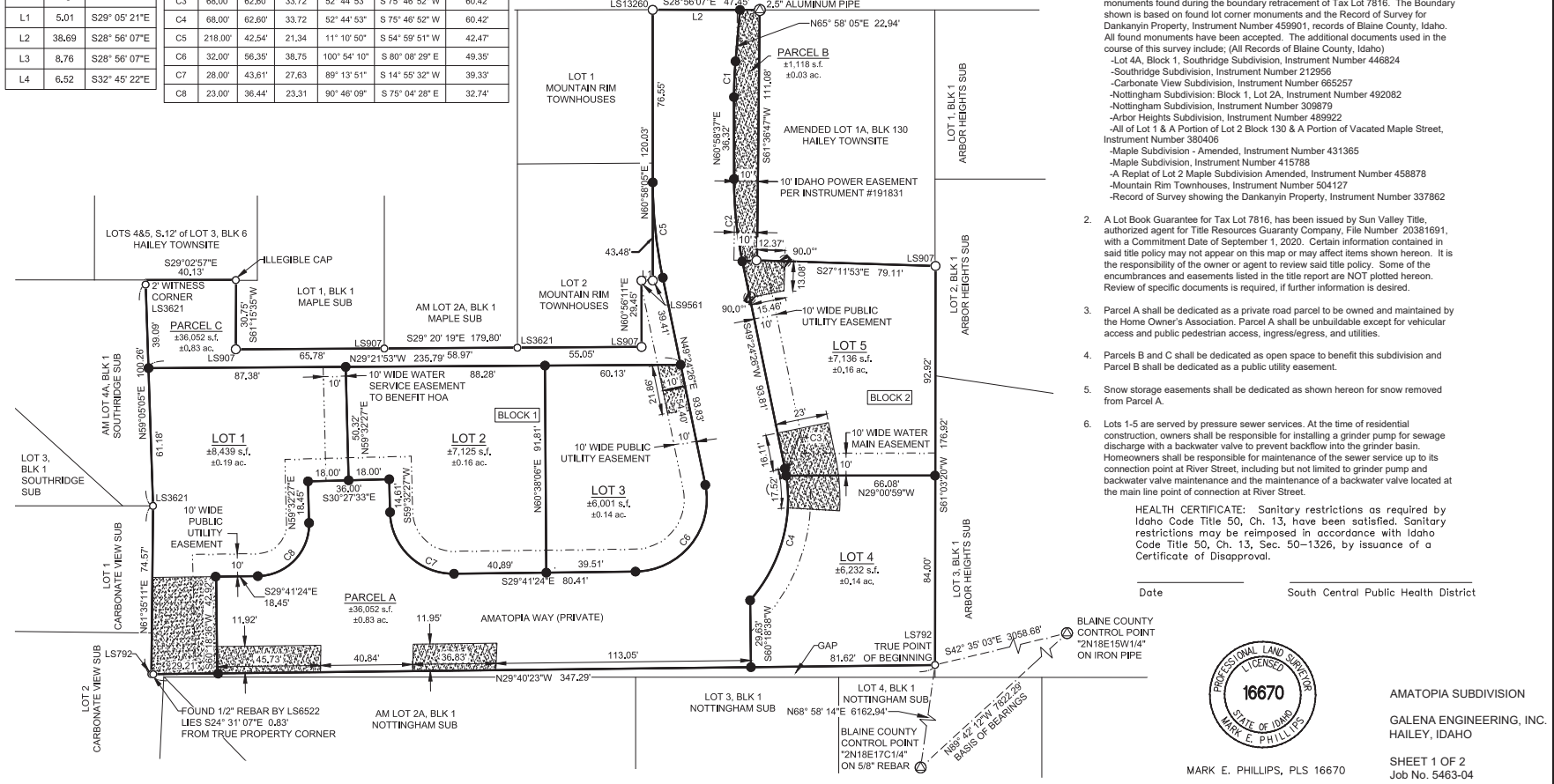
MAPLE STREET (60' RW)
 RIVER STREET (100' RW)

LEGEND

- Property Line
- Adjoiner's Lot Line
- - - Centerline
- - - Easement, type & width as shown
- - - GIS Tie Line
- Found Aluminum Cap, Setting as Shown
- Found 5/8" Rebar
- Found 1/2" Rebar
- △ Survey Control
- Set 5/8" Rebar, P.I.S., 16670
- Snow Storage Easement, See Note 5

Line #	Length	Direction
L1	5.01	S29° 05' 21" E
L2	38.69	S28° 56' 07" E
L3	8.76	S28° 56' 07" E
L4	6.52	S32° 45' 22" E

Curve Table						
Curve	Radius	Length	Tangent	Delta	Chord Direction	Chord Length
C1	182.00'	15.85'	7.93	4° 59' 28"	N 63° 28' 21" E	15.85'
C2	182.00'	36.75'	18.44	11° 34' 11"	N 55° 11' 31" E	36.69'
C3	60.00'	62.60'	33.72	52° 44' 53"	S 75° 46' 52" W	60.42'
C4	68.00'	62.60'	33.72	52° 44' 53"	S 75° 46' 52" W	60.42'
C5	218.00'	42.54'	21.34	11° 10' 50"	S 54° 59' 51" W	42.47'
C6	32.00'	56.35'	38.75	100° 54' 10"	S 80° 08' 29" E	49.35'
C7	28.00'	43.61'	27.63	89° 13' 51"	S 14° 55' 32" W	39.33'
C8	23.00'	36.44'	23.31	90° 46' 09"	S 75° 04' 28" E	32.74'



SURVEY NARRATIVE & NOTES

- The purpose of this survey is to subdivide Tax Lot 7816 as shown and show the monuments found during the boundary retracement of Tax Lot 7816. The Boundary shown is based on found lot corner monuments and the Record of Survey for Dankanyin Property, Instrument Number 459901, records of Blaine County, Idaho. All found monuments have been accepted. The additional documents used in the course of this survey include; (All Records of Blaine County, Idaho)
 - Lot 4A, Block 1, Southridge Subdivision, Instrument Number 446824
 - Southridge Subdivision, Instrument Number 212956
 - Carbonate View Subdivision, Instrument Number 665257
 - Nottingham Subdivision; Block 1, Lot 2A, Instrument Number 492082
 - Nottingham Subdivision, Instrument Number 309879
 - Arbor Heights Subdivision, Instrument Number 489922
 - All of Lot 1 & A Portion of Lot 2 Block 130 & A Portion of Vacated Maple Street, Instrument Number 380406
 - Maple Subdivision - Amended, Instrument Number 431365
 - Maple Subdivision, Instrument Number 415788
 - A Replat of Lot 2 Maple Subdivision Amended, Instrument Number 458878
 - Mountain Rim Townhouses, Instrument Number 504127
 - Record of Survey showing the Dankanyin Property, Instrument Number 337862
- A Lot Book Guarantee for Tax Lot 7816, has been issued by Sun Valley Title, authorized agent for Title Resources Guaranty Company, File Number 20381691, with a Commitment Date of September 1, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.
- Parcel A shall be dedicated as a private road parcel to be owned and maintained by the Home Owner's Association. Parcel A shall be unbuildable except for vehicular access and public pedestrian access, ingress/egress, and utilities.
- Parcels B and C shall be dedicated as an open space to benefit this subdivision and Parcel B shall be dedicated as a public utility easement.
- Snow storage easements shall be dedicated as shown hereon for snow removed from Parcel A.
- Lots 1-5 are served by pressure sewer services. At the time of residential construction, owners shall be responsible for installing a grinder pump for sewage discharge with a backwater valve to prevent backflow into the grinder basin. Homeowners shall be responsible for maintenance of the sewer service up to its connection point at River Street, including but not limited to grinder pump and backwater valve maintenance and the maintenance of a backwater valve located at the main line point of connection at River Street.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central Public Health District



AMATOPIA SUBDIVISION
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 1 OF 2
 Job No. 5463-04

MARK E. PHILLIPS, PLS 16670

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Motion to approve Resolution 2023-____, authorizing Contract for Services with Pitney Bowes for new lease on SendPro C Auto Postage meter and scale.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City of Hailey has a postage meter machine lease (since 2008) which we are currently paying \$140.07 per month for the current DM400 Postage Meter with maintenance included in this contract. The DM400 has been discontinued, so new machine will be a similar functioning model named SendPro C Auto and the monthly amount for the 5 year period beginning is \$147.33.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Casele

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-____, authorizing Contract for Services with Pitney Bowes for new lease on SendPro C Auto Postage meter and scale.

FOLLOW-UP REMARKS:

*

CITY OF HAILEY
RESOLUTION NO. 2023-_____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE
CITY OF HAILEY AND PITNEY BOWES GLOBAL FINANCIAL SERVICES FOR
\$147.33 MONTHLY.**

WHEREAS, the City of Hailey desires to enter into a lease agreement with Pitney Bowes Global Financial Services for a postage meter machine.

WHEREAS, Pitney Bowes Global Financial Services will lease a SendPro C Series Postage Meter Machine to the city of Hailey for a five-year period

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

Passed this 13th day of June, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number											

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)			
CITY OF HAILEY			826000201			
Sold-To: Address						
115 S MAIN STSTE H, HAILEY, ID, 83333-8408, US						
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #		
CITY OF HAILEY		(208) 788-9815		0011223268		
Bill-To: Address						
115 S MAIN STSTE H, HAILEY, ID, 83333-8408, US						
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #		Bill-To: Email
Accounts Payable		(208) 788-9815		0011223268		ap@haileycityhall.org
Ship-To: Address						
115 S MAIN STSTE H, HAILEY, ID, 83333-8408, US						
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #		
Mary Cone		(208) 788-9815		0011223268		
PO #						
.						

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1E48	SP100 Label Printer
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	COVER-SPCA	Protective Dust Cover - SendPro C Auto
1	F9PG2	PowerGuard LE Service Package
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS2	Softguard For SendPro C500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 147.33	\$ 441.99

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; PADD20231477
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

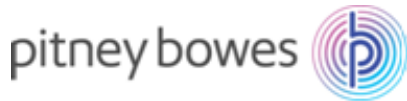
Print Name

Title

Date

Sales Information

Joseph Ruseski	joseph.ruseski@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



Customer Satisfaction Guarantee

Pitney Bowes Sending Technology Solutions is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes Service Level Agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

GUARANTEED PRODUCT PERFORMANCE

For all new and remanufactured Pitney Bowes[®] branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

GUARANTEED NATIONWIDE SERVICE

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

HELP LINE SUPPORT

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. ET exclusive of holidays.

RATE CHANGE PROTECTION

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

OPERATOR PRODUCTIVITY AND TRAINING EXCELLENCE

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services.

PURCHASE POWER[®] SERVICE

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 1-800-622-2296.

[We won't be satisfied until you are satisfied.](#)

Harris Warsaw
Senior Vice President Global Sales, Global Sending Technology Solutions

Specifications for the SendPro C Auto



Products affected: SendPro® C Auto (9H00)

Power requirements

100-240 VAC, 50/60 Hz, 2.0 A

Operating Temperature

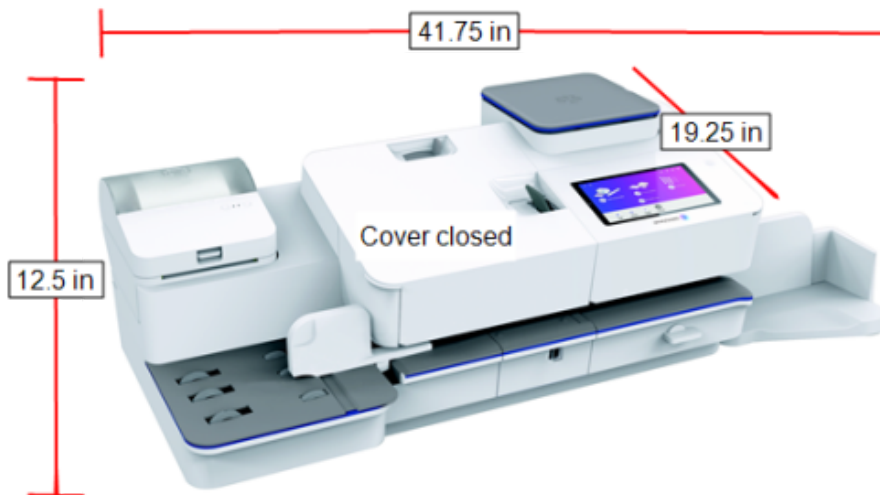
55°F to 95°F

Sound Level

Less than or equal to 70 dBA re 20 micro Pascal in accordance with ISO 7779, ISO 3744, or ISO 3741.

Dimensions:

41.75 in L x 19.25 in W x 12.5 in H as shown (cover closed, drop stacker retracted, side guide retracted):



With side guide fully extended:

- 41.75 in L x 24 in W x 12.5 in H

With feeder cover in up position:

- 41.75 in L x 19.25 in W x 22 in H

With drop stacker fully extended:

- 48.5 in L x 19.25 in W x 12.5 in H

Weights

- Weight without scale: 37 lbs

- MP 81 Scale: 2.91 lbs
- MP 82 Scale: 4.1 lbs
- Drop Stacker: 1.23 lbs

Throughput (Letters Per Minute)

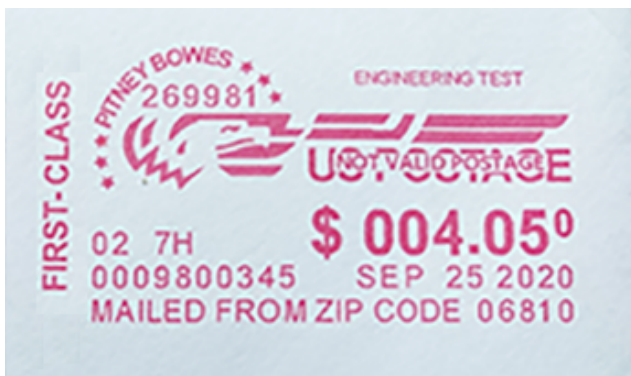
70, 95 or 120 letters per minute, depending on option

Actual throughput varies, depending on the material used, machine condition, use of moistener, etc.

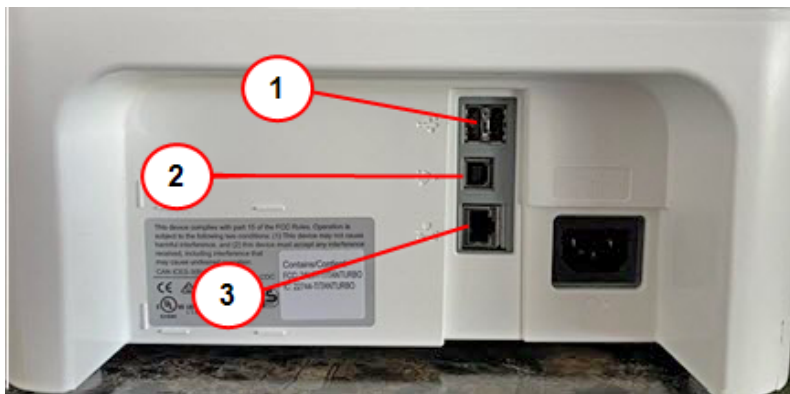
Ink Cartridge Life

8,800 imprints or 6 months, whichever comes first with existing 45 ml cartridge (at 88 pieces/day, 21 working days/month, and at 75 °F)

These values are for device imprints only and do not include envelope ads. Actual ink yields vary with usage, graphics printed and environmental conditions.



Ports



1. **USB port type A host** - Connect an external printer, Barcode scanner or external scale to these ports.
2. **USB port, type B host** - Service personnel use only.
3. **RJ45** - Use for a wired network connection.

Display

7 inch tablet (169 pixels/inch)

Print Resolution

300 H x 600 V DPI

Print Image Area

1 in x 7 in

Strip tape

Self-adhesive, dual tape strip for use on mailpieces that are too thick/large to run in the machine. Ideal for adding postage to oversized envelopes, priority mail and packages.

Postal Inscriptions

Up to 60 inscriptions preloaded on the machine

Graphics

Up to 60 graphic ads on the machine

UPDATED: January 13, 2021

Commerce solutions,
from the Craftsmen of Commerce.

pitney bowes 



Mailing
Postage Meters

SendPro® C Auto

Simplify your mailing process.



Handle batch mailing quickly and easily.

Introducing the SendPro® C Auto.

Processing a variety of mail, including letters, postcards and large envelopes, has never been easier with our auto-feed mailing solution.



Feed, seal, print and save automatically.

Mail with speed and ease.

Process mail batches up to 120 letters per minute and up to 5/16" thick, with the automatic mail feeder.

Calculate postage costs for different size envelopes.

Confidently pay the right amount on virtually every piece, every time.

Optimize efficiency by minimizing jams.

Smoothly feed your mail with our reverse separation technology to keep your operations on track.

Save automatically.

Automatically receive rate updates and save 5¢ on every First Class® letter* — plus get optional access to discounted presort rates.

Meet the latest USPS® IMI compliance rules.

Rest assured your SendPro C Auto will meet USPS guidelines.



*As of January 27, 2019.



Send large envelopes, Priority Mail[®] and packages with confidence.

Compare, save and print.

View USPS shipping rates, save up to 40% on Priority Mail and print labels with the optional printer.*

Take the guesswork out of shipping.

Accurately weigh packages up to 15 pounds with the integrated digital scale.

Minimize undeliverable fees.

Use the built-in address verification feature to reduce costly address correction fees and improve your delivery success rate.

Get more shipping choices for greater savings.

Easily compare rates across multiple carriers—USPS[®], UPS[®] and FedEx[®] and get pre-negotiated discounted carrier rates with the optional multicarrier subscription.

*As of January 27, 2019. Savings will vary based on geography, mail type, and other variables.

Designed for simplicity, visibility and ease of use.

Gain online access to ship the way you want.

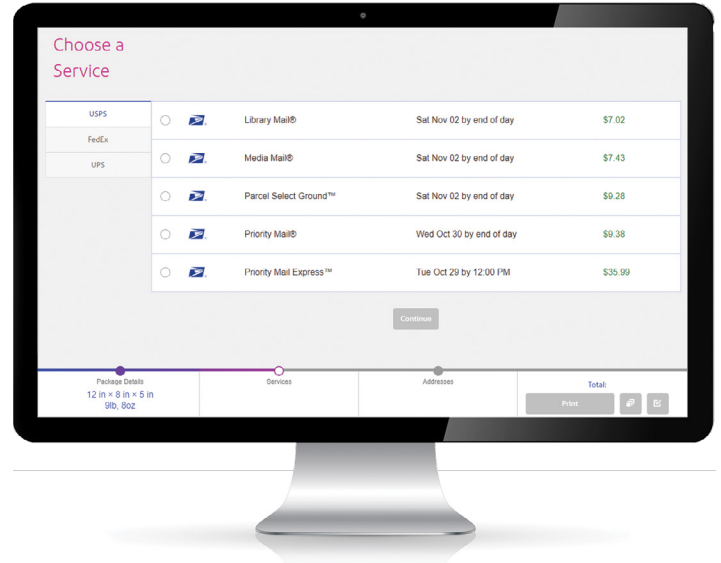
Use SendPro® Online to print trackable shipping labels from any computer and easily compare rates with the Shipping Rate Selector.

Control at your fingertips.

Easily navigate the intuitive menu with the large, full-color 7" touchscreen.

Track postage costs with precision.

View and email spending, shipping, accounting history and reports by department online for up to 500 different accounts.



The auto-feed technology is designed to minimize jams and misprinted postage by ensuring only one envelope is processed at a time.





Shipping & Mailing

Postage Meters

Get connected to stay connected.

Avoid disruptions to your mail operations. Switch your postage meter connection to a digital internet connection today.

With telecommunication companies moving away from traditional analog phone lines, you'll need to connect your Pitney Bowes meter via an internet connection (e.g. ethernet cable). This will help avoid any disruptions in your business operations. If you continue to connect your meter via a traditional analog phone line, you'll be unable to reach our servers once analog phone services are discontinued. Pitney Bowes meters connected via an internet connection can refill postage and download the latest USPS® postal rates with greater ease after analog phone services are discontinued.

Here's how you'll benefit when you upgrade to a digital internet connection.

- Avoid any possible disruptions to your business operations.
- Save money by eliminating the need for a dedicated analog phone line.
- Enjoy a far more reliable connection than with an analog connection.
- Take advantage of faster transmissions for USPS postal rate updates, software updates and refilling postage.



For more information, visit us online: pitneybowes.com/us/connect

SendPro® C Auto Specifications:

Mail feed	Automatic
Speed (letters per minute)	Standard: 95 LPM; Optional: 120 LPM
Display	7" color touchscreen
Scale	Optional 5, 10 or 15 lb. integrated; Optional 30 or 70 lb. external
Label printer	Optional
Shipping	Standard: USPS; Optional: Multicarrier
Accounts	Standard: 100; Optional: 500
USPS® IMpB compliant	Included
Presort rate access	Included
SendPro Online subscription	Standard: USPS; Optional: Multicarrier
eRR	Optional
Barcode Scanner	Optional
AutoInk™	Included*

*Get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk™ program. For more information on AutoInk, visit us online at pbi.bz/autoink.

Streamline your mailing process with the highly efficient, easy-to-use SendPro C Auto.



United States

3001 Summer Street
Stamford, CT 06926-0700

For more information, visit us online at
pitneybowes.com

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Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **STAFF SIGNATURE:** RD

SUBJECT: Motion to approve the special event application from The Trailhead Bicycles for a Summer Kick-Off Event on 1st Avenue between Carbonate and Bullion, Saturday, July 1st from 10am-5pm including set-up and break-down times.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Trailhead Bicycles shop proposes to host a Summer Kick-Off street party on Saturday, July 1st between Carbonate and Bullion on 1st Avenue from 10am-5pm, including set-up and break-down times. The event proposal includes an organized group bike ride, amplified sound/music, bike contests, and mobile food and drink vendors. The Applicant plans to contract with a consultant, Road Work Ahead, to provide certified traffic management services.

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 checked="" type="checkbox"/> Police	<input type="checkbox"/> _____
<input type="checkbox"/> Engineer	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Consider the special event application from The Trailhead Bicycles for a Summer Kick-Off Street Party on 1st Avenue between Carbonate and Bullion, Saturday, July 1st from 10am-5pm including set-up and break-down times.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Summer kick off event hosted by The Trailhead Bicycles

II. EVENT DESCRIPTION: A celebration of biking with a group ride, music, bike contests, beer + food vendors.

III. LOCATION: (Be specific - i.e., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
 Public Property Private Property 1st Avenue between Carbonate & Bullion

IV. DATES & TIMES: Special Events are limited to four days, including set-up and tear-down days. Event organizers are allowed no more than eight events per calendar year unless a modification is granted by the City Council.

Date(s) of Event	Hours		Estimated # of Attendees
<u>July 1st</u>	Start Time: <u>12pm</u>	End Time: <u>4pm</u>	All Day: <u>250</u>
	Start Time:	End Time:	All Day:
Date(s) of Set-up/Tear-down	Hours		Estimated # Staff
<u>July 1st</u>	Start Time: <u>10 am</u>	End Time: <u>5 pm</u>	<u>8</u>
	Start Time:	End Time:	

V. FEES

Special Event Permit Application Fee \$125 1 Day

Per Day Park Rental Fee \$300

Events that meet **both of the following criteria** may be exempted from Park Rental Fee by resolution of the City Council:

Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: _____

Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6%

TOTAL DUE: \$125

VI. ORGANIZER:

Sponsoring Organizer/Organization: The Trailhead Bicycles

Applicant's Name: Erin Solomon Title: Marketing Manager

Address: 111 N. 1st Ave, Suite 1A City: Hailey State: ID Zip: 83333

Telephone Home: 208-788-0883 Mobile: 208-989-7000 FAX: _____

Applicant Driver's License #: AD005770F Email: info@thbikes.com

VII. EVENT HISTORY:

New Event: Yes _____ No Annual Event: Yes No _____ Years in Operation: 2nd Year
1st year we estimated less than 250 people.
Event Category: Commercial Noncommercial
Estimate of Gross Ticket Sales & Revenues (commercial event only): N/A - FREE EVENT

IX. INSURANCE: A comprehensive general liability insurance policy must be maintained with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. **A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.** The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: Hob International Agent Name: Linda Bregel Phone: 952-914-7133
Updated: 12/12/2022
Current Plans, LLC
aka Horizon Agency

X. PLANNED ACTIVITIES & REQUIREMENTS: It is the sole responsibility of the Applicant to coordinate the planned activities. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event (*Additional fees may apply).

Planned Activity or Location	Yes	No	Requirements	Yes	No
Alcohol Served or Sold	✓		Alcohol Beverage Catering Permit	✓	
Amplified Sound	✓		Amplified Sound Permit - Maximum amplification: 90 dB - Permissible hours: 10am-10pm	✓	
Banner (over Main Street)		✓	Banner Application		✓
Electricity/Generators		✓	Explanation of use		✓
100 Event Attendees or More	✓		Portable Toilets and Wash Stations - Contact Clear Creek Disposal can provide services, call (208) 726-9600 <i>We have 2 bathrooms.</i>	✓	
250 Event Attendees or More	✓		Security Plan - If Halley Police Dept officers are required, the Applicant will be charged \$40/hr per officer	✓	
			Environmental Resiliency Plan - No single-use plastics - One (1) or more compost waste bins - One (1) or more recycle waste bins	✓	
			Comprehensive general liability insurance policy - Certificate with coverage of \$1,000,000.00 or more - You may partner with another organization to use their insurance	✓	
500 Event Attendees or More		✓	Provide one (1) six-yard dumpster - Contact Clear Creek Disposal can provide services, call (208) 726-9600		✓
Food/Beverage Caterers	✓		List caterers or vendors	✓	
Gray Water or Grease Barrel	✓		Explanation of disposal <i>self contained w/ vendors</i>		✓
Lighting		✓	Explanation of use		✓
Medical Services		✓	EMT Standby - Applicant will be charged \$35/hr for EMS Standby		✓
			Ambulance		✓
Open Flame or, flame producing devices		✓	Site plan		✓
			Device specifications		✓
Overnight camping		✓	Specify City Designated Area		✓
Portable Toilets and/or Wash Stations	✓		Site plan - <i>TWO PUBLIC BATHROOMS</i>	✓	
Public Street and/or Alley Location	✓		Certified Traffic Management Plan - Road Work Ahead can create certified Traffic Management Plans, call (208) 734-4444. - An ITD permit is required for Main Street Closures.	✓	
			ITD Permit for Main Street Closures	✓	✓
			Route Map	✓	✓
Vendors	✓		Vendor/Items Sold List	✓	
			Temporary Structure Sizes & Site Plan	✓	
Water	✓		Drinking Station Plan - All single-use petroleum-based plastics are prohibited; compostable bioplastics are allowed.	✓	

XI. AGREEMENT:

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature: *Erin Glamer* Date: *May 10, 2023*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Great Plains, LLC dba Horizon Agency 6500 City West Parkway, Suite 100 Eden Prairie MN 55344 License#: PC-749727 WOODRIV-01	CONTACT NAME: Linda Bregel PHONE (A/C, No, Ext): 952-914-7133 E-MAIL ADDRESS: linda@horizonagency.com	FAX (A/C, No): 952-956-3311
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 195970573** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7013162505	3/18/2023	3/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7013162438	3/18/2023	3/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7013162942	3/18/2023	3/18/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is listed as an additional insured under the general liability policy if required by written contract subject to terms and conditions of actual policy. With regard to event on July 1, 2023.

CERTIFICATE HOLDER City of Hailey Blaine County, ID 115 Main St S #H Hailey ID 83333	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Trailhead Street Closure
 Will need set up night before
 Tear down after event

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (LOW SPEED) <= 35	100 FT	100 FT	100 FT
URBAN (HIGH SPEED) >= 35	350 FT	350 FT	550 FT
RURAL	500 FT	500 FT	500 FT
EXPRESSWAY/FREEWAY	1000 FT	1500 FT	2640 FT

SPEED LIMIT	TAPER LENGTH (ft) FEET
40 MPH OR LESS	1/4 WS / 50
45 MPH OR MORE	1/4 WS



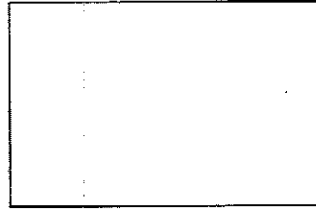
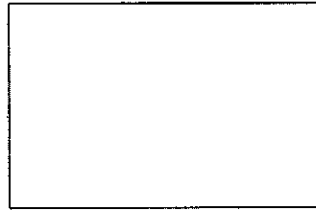
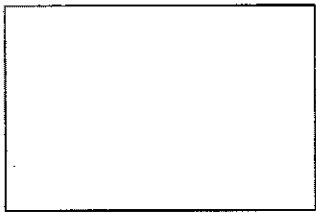
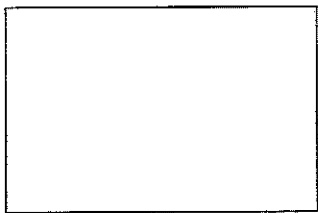
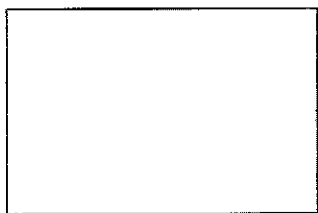
CERT: 892778

Author: Jeremy Barnett

Comments:

- *All equipment shall be MUTCD compliant
- *All traffic control shall be managed by a ATSSA certified supervisor
- *All work will be performed during daylight hours
- *A minimum of 12' lane widths shall be maintained





First Ave

Al Myers



WASC



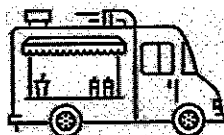
space for one more

Bike Parking

Bike Contest Space & Skills Area



Erika Calderon
School Bus



Pizza Truck



Kids Zone

Corn hole



Java

Zions Bank



Courtyard

Door

Door

First Lite

The Trailhead Bicycles



Door

Meriwether Building





STREET CLOSURE FOR SPECIAL EVENT

EVENT NAME: Summer Kick off Event hosted by The Trailhead Bicycles
 The above listed event received a street closure permit for a community event.

STREET CLOSURE DATES: 1st Ave

STREET CLOSURE TIMES: 10 am - 5 pm, Event 12-4 pm

Traffic management plan and map must be attached.

Names of streets to be closed (attach further closures on a separate sheet if needed)		
<u>1st Ave</u>	Between (street) <u>Bullion</u>	And (street) <u>Carbonite</u>
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
Time of Street Closure	Start: <u>10 am</u>	End: <u>5 pm</u>
Participant type and number of entries of each type (check all that apply):		
<input checked="" type="checkbox"/> Participants/Spectators <input checked="" type="checkbox"/> Animals <input checked="" type="checkbox"/> Vehicles <input type="checkbox"/> Floats <input checked="" type="checkbox"/> Busses <input checked="" type="checkbox"/> Bikes		

I certify that the neighboring entities listed below have been notified about my upcoming special event.

Signature of Sponsor or Authorized Representative <u>Earl Salome</u>	Date	<u>May 19, 2023</u>
---	------	---------------------

Name/Business	Address	Phone	Email
<u>First Lite</u>	<u>111 N 1st Ave Suite B10</u>	<u>208.709.4125</u>	<u>keith.anspach@firstlite.com</u>
<u>Yaya's / Amy Anderson</u>	<u>101 E. Bullion St. 1E</u>	<u>208.782.0812</u>	<u>weloveyayas@gmail.com</u>
<u>The Eye Center</u>	<u>110 N 1st Ave</u>	<u>208.788.4120</u>	<u>hailey@eyecenterdoctors.com</u>
<u>Kids Kampus</u>	<u>104 N 1st Ave</u>	<u>208.721.2570</u>	<u>Alma</u>
<u>Wood River Mattress</u>	<u>101 Bullion St. Exit #16</u>	<u>208.788.4438</u>	<u>scott@woodrivermattress.com</u>
<u>Zions Bank</u>	<u>111 N. 1st Ave, st 1H</u>	<u>208.788.3445</u>	<u>brianna.waddell@zionsbank.com</u>
<u>Emmanuel Episcopal Church</u>	<u>53 Bullion St.</u>	<u>208.788.3547</u>	
<u>Tim Eagan</u>	<u>Merriweather Building</u>	<u>208.720.0437</u>	<u>tim@eaganrealestate.com</u>



AMPLIFIED SOUND PERMIT APPLICATION

Instructions:

Fill in the details on the application return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event. It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the events amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event, however, an Amplified Sound Permit maybe required. Please contact the Community Development Assistant, Robyn Davis, at 208-788-9815 x27 to help determine the requirements for your event.

Applicable Requirements: There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be \$25.00 per visit. The allowable sound decibel level is -- (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.

Name of Applicant: The Trailhead Bicycles Phone: 208-788-0883
 Address of Applicant: 111 N. 1st Ave, suite 1A, Hailey, ID
 Type of Event: Summer Kick off - street party w/ bike contests + food vendors
 Location of Event: 111 N. 1st Ave
 Date of Event: July 1st 2023 Number of People Expected: 250 max
 Time of Amplification: From 12pm to 4pm

By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them. In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: [Signature] Date: May 18th 2023

When signed by the Police Chief or designee, a copy of the signed application will be your permit.

Chief of Police, or designee Signature: _____ Date: _____

<input type="checkbox"/> Permit Approved	(For City Use Only)
<input type="checkbox"/> Not Approved (check reason below)	
<input type="checkbox"/> Use of the equipment would constitute a detriment to traffic safety;	
<input type="checkbox"/> The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;	
<input type="checkbox"/> The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community;	
<input type="checkbox"/> The applicant would violate the provisions of this Code or any other law.	

DECISION

Based on the Application for a Special Event Permit for the Summer Kick-Off Event, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. None.

DATED this ___th day of May 2023.

CITY OF HAILEY

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey (“the City”) for the Summer Kick-Off Event, to be held on 1st Avenue between Carbonate and Bullion in Hailey on Saturday, July 1st from 10am-5pm including set-up and break-down times, (“the Event”), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant (“Applicant”) of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this _____th day of May 2023.

APPLICANT:

By: _____

(Please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____

Martha Burke, its Mayor

ATTEST:

Mary Cone, its City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **STAFF SIGNATURE:** RD

SUBJECT: Consideration of a special event application from the Dental Legacy Foundation for the "Paint a Legacy 5K" color run starting and ending near the Community Campus, Saturday, July 1st from 7am-3pm including set-up and break-down times.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Dental Legacy Foundation proposes to host the "Paint a Legacy 5K" — a color run, using environmentally friendly and temporary pigments — on Saturday, July 1st from 7am-3pm, including set-up and break-down times.

The proposed route starts and ends near the Community Campus, winds through the Deerfield and Sunbeam neighborhoods, returning on the Wood River Trail. Per the Public Works Department, the Applicant has agreed to place their two aid/water stations within the highlighted zones on the race route. The Applicant is in the process of confirming approval from the Blaine County Recreation and School Districts, to use their facilities. The Wood River Chamber of Commerce is providing insurance coverage for the event.

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 checked="" 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 checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input checked="" type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Consider the special event application from Dental Legacy Foundation for the Paint a Legacy 5K "color run" on Saturday, July 1st, and approve it on the condition that final approval is granted from the Blaine County Recreation and School Districts.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): _____ Copies (AIS only) _____ Instrument # _____

DECISION

Based on the Application for a Special Event Permit for the Paint a Legacy 5K, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. None.

DATED this ___th day of May 2023.

CITY OF HAILEY

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, City Clerk

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey (“the City”) for the Paint a Legacy 5K, with a race route starting and ending near the Community Campus, winding through the Deerfield and Sunbeam neighborhoods, then returning on the Wood River Trail, on Saturday, July 1st from 7am-3pm, including set-up and break-down times before and after the event, (“the Event”), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant (“Applicant”) of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this _____th day of May 2023.

APPLICANT:

By: _____

(Please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Paint a Legacy 5K

II. EVENT DESCRIPTION: Color run supporting local non-profit Dental Legacy Foundation

III. LOCATION: (Be specific - i.e., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property

Starts at the WRHS dirt parking lot through neighboring streets and loops back around.

IV. DATES & TIMES: Special Events are limited to four days, including set-up and tear-down days. Event organizers are allowed no more than eight events per calendar year unless a modification is granted by the City Council.

Date(s) of Event	Hours	Estimated # of Attendees
07/01/23	Start Time: 11:00 am End Time: 1:00 pm	All Day: 200-400
	Start Time: End Time:	All Day:
Date(s) of Set-up/Tear-down	Hours	Estimated # Staff
07/01/23	Start Time: 7:00 am End Time: 8:00 pm	20
	Start Time: End Time:	

V. FEES

Special Event Permit Application Fee \$125 125.00

Per Day Park Rental Fee \$300 _____

Events that meet **both of the following criteria** may be exempted from Park Rental Fee by resolution of the City Council:

- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: _____
- Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% _____

TOTAL DUE: \$125.00

VI. ORGANIZER:

Sponsoring Organizer/Organization: Dental Legacy Foundation

Applicant's Name: Janel Reynolds Title: Race Director

Address: 503 N Main St. City: Hailey State: ID Zip: 83333

Telephone Home: NA Mobile: (801) 420-0943 FAX: NA

Applicant Driver's License #: 220250005 (Utah) Email: janel@mintmainlammedia.com
janel@dentallegacyfoundation.org

VII. EVENT HISTORY:

New Event: Yes No _____ Annual Event: Yes _____ No Years in Operation: NA

VIII. COMMERCIAL/NON-COMMERCIAL:

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): \$6,000 - \$14,000

IX. INSURANCE: A comprehensive general liability insurance policy must be maintained with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. **A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.** The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: Bisnett Insurance Agent Name: Tyree Thacker Phone: (541) 612-5004

Updated: 12/12/2022

X. PLANNED ACTIVITIES & REQUIREMENTS: It is the sole responsibility of the Applicant to coordinate the planned activities. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event (*Additional fees may apply).

<i>Planned Activity or Location</i>	<i>Yes</i>	<i>No</i>	<i>Requirements</i>	<i>Yes</i>	<i>No</i>
Alcohol Served or Sold		X	Alcohol Beverage Catering Permit		X
Amplified Sound	X		Amplified Sound Permit - Maximum amplification: 90 dB - Permissible hours: 10am-10pm	X	
Banner (over Main Street)	X		Banner Application	X	
Electricity/Generators	X		Explanation of use	X	
100 Event Attendees or More	X		Portable Toilets and Wash Stations - Contact Clear Creek Disposal can provide services, call (208) 726-9600	X	
250 Event Attendees or More	X		Security Plan - If Hailey Police Dept officers are required, the Applicant will be charged \$40/hr per officer	X	
			Environmental Resiliency Plan - No single-use plastics - One (1) or more compost waste bins - One (1) or more recycle waste bins	X	
			Comprehensive general liability insurance policy - Certificate with coverage of \$1,000,000.00 or more - You may partner with another organization to use their insurance	X	
500 Event Attendees or More		X	Provide one (1) six-yard dumpster - Contact Clear Creek Disposal can provide services, call (208) 726-9600		X
Food/Beverage Caterers		X	List caterers or vendors		X
Gray Water or Grease Barrel		X	Explanation of disposal		X
Lighting		X	Explanation of use		X
Medical Services	X		EMT Standby - Applicant will be charged \$35/hr for EMS Standby	X	
			Ambulance		X
Open Flame or, flame producing devices		X	Site plan		X
			Device specifications		X
Overnight camping		X	Specify City Designated Area		X
Portable Toilets and/or Wash Stations	X		Site plan	X	
Public Street and/or Alley Location	X		Certified Traffic Management Plan - Road Work Ahead can create certified Traffic Management Plans, call (208) 734-4444. - An ITD permit is required for Main Street Closures.		X
			ITD Permit for Main Street Closures		X
			Route Map	X	
Vendors		X	Vendor/Items Sold List		X
			Temporary Structure Sizes & Site Plan		X
Water	X		Drinking Station Plan - All single-use petroleum-based plastics are prohibited; compostable bioplastics are allowed.	X	

XI. AGREEMENT:

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

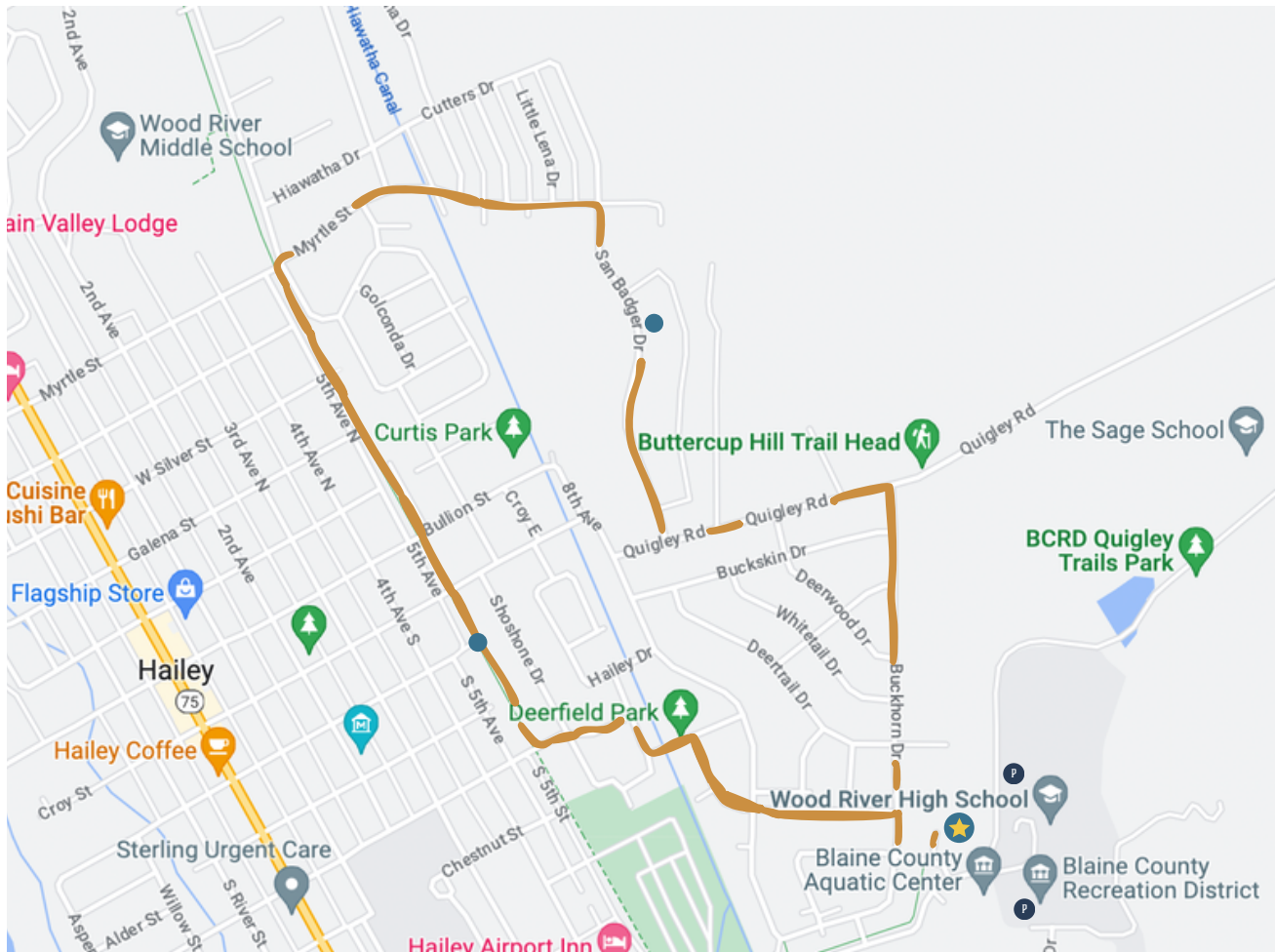
Event Organizer's Signature: *Paul Reynolds* Date: 06/05/23



Dental Legacy
FOUNDATION

PAINT A LEGACY 5K

LOGISTICS MAP



★ START/FINISH ● PAINT/WATER STATION — COURSE ● PARKING

The start/finish line will have a tent for registration at the start that will turn into a snack tent for the finish line. There will also be a portable restrooms there, audio equipment, time clock, a generator, recycling, a trash dumpster, and compost. There will be scaffolding with a banner for the start/finish archway. The start/finish area is also a paint station.

Paint stations double as water stations and will have volunteers there. They will have a table, paint supplies, and water.

Parking will be at the High School and Community Campus.



PAIN TA LEGACY 5K **SUPPLEMENTAL INFORMATION**

Distance

5k (3.1 miles) Please refer to the logistic map for course details.

Course Safety and Security Plan

The paint is non-toxic & biodegradable. It is made with high-quality cornstarch, food dyes, and baking soda. All materials are 100% FD&C and/or D&C approved. It will wash off the trails with water.

The course will be clearly marked to ensure participants stay on the correct course and do not get lost.

The race director and all volunteers will have each other's contact information to be able to communicate during the race if needed via mobile devices.

The police officer and EMT will be stationed at the start/finish line. Central command station will be the registration tent. There will also be fire extinguishers stationed there.

All volunteers will be briefed on safety measures before the event.

All participants will sign waivers before being allowed to participate in the event.

Police Hours: One police officer present from 10:30 am - 12:30 pm

EMT Hours: One EMT present during race time 11:00 am - 1:00 pm

Parking Plan

Participants will park at the High School and Community Campus parking lots.

Times

Set up and take down: July 1st, 7:00 am - 3:00 pm

Event: July 1st, 11:00 am - 1:00 pm (event starts at 11:00 am but people will be checking in and registering before then probably starting around 10:00 am)

Environmental Resiliency Plan

The paint is non-toxic & biodegradable. It is made with high-quality cornstarch, food dyes, and baking soda. All materials are 100% FD&C and/or D&C approved. It will wash away with water.

No single-use plastics, other than the gloves volunteers use to throw paint and they will be discarded appropriately.

The cups that we will be using to throw paint and for the drinking stations are made of paper and are biodegradable.

We will have a recycling bin, compost bin, and trash dumpster to ensure that we leave no waste behind. Volunteers will be at each station to help pick up any cups. After the race is done we will also retrace the course to double-check.

Explanation of Use for Electricity/Generator

The generator will be used to power the audio equipment (microphone and speakers) and the time clock at the start/finish line

Portable Toilets/Wash Stations Site Plan

Portable toilets will be stationed at the start/finish line.

Drink Station Plan

Water stations will be provided at each mile marker/paint station. Volunteers will be present at each station to ensure that all the water cups are disposed of properly. The cups are made of paper and are biodegradable.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT:

Alcohol Beverage Licenses

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

New Alcohol License

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following New Alcohol Beverage License contingent upon approval of HPD and Applicant submittal of required documents.

Café Della

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 # _____



APPLICATION FEE: \$125.00 Sign Permit: +\$75.00

BUSINESS LICENSE APPLICATION

Account #: <u>1992</u>
Official use only

NOTE: IT IS ADVISABLE THAT APPLICANTS RECEIVE APPROVAL OF THEIR APPLICATION(S) PRIOR TO LEASING OR PURCHASING A UNIT OR BUILDING.

- Incomplete Applications will not be processed and will be returned to the Applicant.
- A separate license is required for each distinct physical location of your business.
- If your Business moves to a new location, a new Business License will be required.
 - Additional information may be requested by a City Department as required.
- If your Business is a Food Service Business, a copy of the Idaho South Central health District Permit must be attached.

BUSINESS BASICS

Business Name: Landerson, Inc DBA Cafe Della

Physical Address: 103 S. Main St. Unit/Suite #: Unit C

Mailing Address: PO Box 3728

Telephone No. 857-928-3883 Fax No.: _____

Email Address: della@cafedella.com Website Address: www.cafedella.com

Owner Name: Erica & Daniel Landerson Telephone No. 857-928-3883

Manager Name: _____ Telephone No. _____

Business hours: 9 a.m./p.m. 6 a.m./p.m., M T W TH F SA SU

Description of type of business being conducted: Cafe and market

Square footage of the building/unit/space your business will occupy? 1200

Total Employees: 10 Total FTE 2 Estimated Gross Monthly Payroll: \$ _____
*For economic development figures.

Target Opening Date: Currently open **NOTE: an approved Business License is required prior to opening. The review process takes at least two (2) weeks. Submit Application at least 3-4 weeks prior to target opening date.**

Would you like to be listed on our website? No Yes

EMERGENCY CONTACT NAME: Erica Landerson **PHONE:** 857-928-3883

Official use only

RPH 0000032002B Legal Description: Hailey Am Sub, Block 32, Lot 2 B

Property Owner: 123 LLC Address: 10960 Wilshire Blvd 5th Floor
L.A. CA 90024

Zoning District: B Applicable use category listed in Zoning District: CAFE

Business Activity: (NAICS 6 digit) 722511 NAICS Activity Description Full service restaurant

Use is: Permitted Conditional Use (Permit Req'd) Prohibited

Parking: On-site parking required for specific use: _____ # of parking provided _____

Sign Permit: Approved and on file Required N/A

PARKING, SIGNS AND USE OF SIDEWALKS

Contact: Community Development (208) 788-9815 ext. 2027

1. How many parking spaces are located on the property where your business is located? 50 back lot. *to "customer parking"*
2. How many other businesses are located in the same building/complex? 1 other
3. Number of existing signs, including other businesses, on the building? 1 other
4. Size of existing signs on the building(s)? 4x4 (?) La Cabanita, one large banner and small sign for Della
5. Length of the front the building that your business will occupy? 30 ft
6. If you are adding a new sign or changing an existing sign for your business, please attach the following :
 - o A Sign Permit Application with required payment.
 - o A picture of the building or simple drawing showing the length of the front of the building and the location of the sign on the building property.
 - o A color rendering or drawing, including: color(s) of sign, dimensions of all sign faces, descriptions of materials to be used, and manner of construction and method of attachment.
 - o For Portable Signs, dimensions of sign and method of weighting/anchoring the sign.
 - o For Portable Signs to be located within the Public Right-of-Way, a site plan specifying the Right-of-Way, the adjacent property, and the location of the proposed Portable Sign.
 - o A lighting plan for the sign, if applicable.
7. Will any outdoor areas of your business premises or the sidewalk in front of your business be used for sales, displays, vending stands, tables, seating or storage? Yes, summer seating.

If yes, please attach a diagram of the business property showing the location of these areas in relationship to pedestrian traffic, parking, ingress, egress, disability access and structures (fences, sheds, building, tents, etc.).

See back →

Please have property owner sign below for any permanent signs to be attached to the principal building.

Signature: *Edalabon* Date: 5/1/23

BUILDING / FIRE

Contact: Building, (208) 788-9815 x 2027 and Fire Marshall, (208) 788-3147

1. Number of employees? 10
2. Do you intend to remodel or alter the exterior or interior space in any manner?
Yes No

If yes, please briefly describe the proposed improvements:

NOTE: A Building Permit will be required for improvements.

3. Please provide a simple floor plan showing the proposed placement of merchandising stands, racks, furnishings (i.e., desks), temporary walls, etc. Attached Unknown at this Time

NOTE: Permanent walls or built-in fixtures will require a Building Permit.

4. Are you a new tenant in an existing building? Yes No

If yes, what type of business are you replacing? Same exact business

NOTE: A change of occupancy (for example, retail clothing to restaurant), remodel or alteration, may require upgrades to meet Code Requirements.

The following Fire Code Requirements must be met:

1. A fire extinguisher having a minimum rating of 2A:20B; C must be installed in a visible and accessible location not to exceed 75 feet of travel distance. All fire extinguishers must be inspected and tagged annually; visual inspections of fire extinguishers are available free of charge through the Hailey Fire Department.
2. All exits and halls leading to the exit must be kept free of all obstructions. All exit door locking devices must be a single action type and cannot require keys or special knowledge to open the exit.
3. Some businesses involving industrial occupations such as welding, painting, etc., require an operational permit. Permits may be obtained through the Hailey Fire Department.

WASTEWATER

Contact: Wastewater Department, (208) 578-2211

1. Do you or will you discharge anything other than domestic wastewater to the City wastewater system? Yes No
2. Will you be manufacturing a product that will produce metal or wood shavings, liquid or solid residues, or require a cooling bath or batch cleaning as part of the process? Yes No

3. Please check all applicable uses existing currently in your business:

- Barber or Beauty Shop: # of chairs _____ # of stations _____
- Cafe or Restaurant: total # of dining seats ~25-30
- Dentist: # of practitioners' ~~30~~ _____
- Laundry: # of washing machines _____
- Manufacturing: type _____
- Hotel / Boarding House: # of rooms with cooking facilities _____
- Service Station: # of fuel pumps _____ # of restrooms _____
- Car Wash: # of bays _____
- School / Daycare: # of students _____

4. List the # of the following: toilets 3 ^{→ in common space} sinks 6 ^{→ in cafe (2 in common space bathroom)} floor drains 2

If floor drains are present, please describe where they are located:

Back of kitchen on West facing wall. Front of house half-way under bar.

Are floor drains connected to sewer or dry (shallow injection) well _____

5. Does your business use a dishwasher or sterilizer? Yes No

If yes, what is the operating temperature? _____

6. Does your business use a waste food grinder? Yes No

7. Do you or will you use fats, oils or greases (FOGs) in your business? Yes No

If yes, describe how the spent FOGs are disposed of:

We throw it in the trash. some residual goes down the drain.

8. Are grease, oil or sand traps and/or interceptors present?

- a) If yes, how often are they cleaned? As needed
- b) By whom? Sweet's septic service
- c) Size of traps/interceptors? 2 x 3 ft.
- d) Location of traps/interceptors? under sanitizer in dish room
- e) If additives are used to dissolve fats, oils and greases, please list chemicals used _____

9. Do you or will you use chemicals/solvents in your business? Yes


- a) Are these chemicals/solvents store on site? Yes
- b) Are any of these chemicals/solvents store in containers exceeding five (5) gallon capacity? NO

- c) Is there secondary containment provided for these chemicals/solvents? NO

Note: If chemicals are stored in five (5) gallon or larger containers, a copy of the MSDS (Materials Safety Data Sheet) must be provided to the City of Hailey Wastewater Department.

10. Do you have an Accidental Spill Prevention Plan? NO (if yes, please attach).

I certify that this document and all attachments were prepared under my direction or supervision, and the information submitted is, to the best of my knowledge and belief true, accurate and complete. Furthermore, I certify that all Fire Code requirements have been met. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment, and/or revocation of City of Hailey Business License, for knowing violation.

Signature:  Date: 5/1/23

Other Items:

If you are a food related business or childcare business, please contact:

South Central Health District:
(208) 788-4335

State of Idaho Plumbing/HVAC Inspector:
Joel Steen
Joel.Steen@dopl.idaho.gov
208-358-3506

State of Idaho Electrical Inspector:
Steve Green
Steve.Green@dopl.idaho.gov
(208) 420-7409



APPLICATION FEE: \$125.00

Sign Permit: +\$75.00

BUSINESS LICENSE APPLICATION OVERVIEW

- The average processing time for Business License Applications is approximately two weeks.
- The City will do its best to expedite applications, but changes in occupancy, alterations, hazardous materials, or fire and life-safety concerns may require additional time.
- For best satisfaction, it is advisable that Applicants receive approval of their Application prior to leasing or purchasing a unit or building.
- A Business License will be issued when each City Department has given its approval for the Application.
- The previous tenant of the proposed location/space for the new business was a Cafe/Restaurant
- To help expedite, potential Business License Applicant(s) should meet with the following prior to submittal of their Business License Application to discuss specifics as they pertain to:
 - Community Development Assistant: (208) 788-9815 ext. 2027
 - Discuss whether zoning and proposed use is appropriate for proposed location/space.
 - Building Department: (208) 788-9815 ext. 2027
 - Discuss whether proposed use is a change of occupancy, remodel or alteration. Any of these may require upgrades to meet Code Requirements.
 - Discuss whether proposed improvements/upgrades (permanent walls or built in fixtures) require a Building Permit.
 - Fire Marshall: (208) 788-3147
 - Discuss whether proposed building/use satisfies Fire Code Requirements, such as fire extinguishers/inspections, exit routes and doors/locks, and whether the Hailey Fire Department will need to issue an Operation Permit.



ALCOHOL BEVERAGE LICENSE APPLICATION CHECKLIST

PLEASE NOTE: The following information must be submitted with your application to be considered for a city of Hailey Alcohol Beverage License.

ALL APPLICANTS:

- ✓ A copy of your State of Idaho Alcohol License.
- ✓ A copy of your Blaine County Alcohol License.

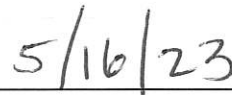
If any of the following have *substantially changed*, please provide an up to date copy of each.

1. A detailed statement of the assets and liabilities of the applicant.
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.
3. A certified copy of the lease showing that property owner consents to the sale of liquor by the drink on such premises, if the applicant is not the owner of the property.

I hereby certify that the above documents (1-3) have not *substantially* changed and the information on file from 2013 is the most current and up to date.



Applicant Signature



Date

Should any information on this application be subject to change, such change must be reported in writing to City Hall as outlined in Section 5.04.040 of the Hailey Municipal Code.

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	200.00
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	200.00
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	200.00
Grocery Sale of Beer	\$50.00	<input checked="" type="checkbox"/>	50.00

TOTAL DUE:

650.00
<u>250.00</u>

APPLICATION IS:

New License
 Renewal

Applicant Name: Landerson, Inc. dba Cafe Della

Business Name: Erica Landerson

Business Physical Address: 103 S. Main st. Unit C

Business Mailing Address: Po Box #3728

Business Phone Number: 857-928-3883

Property Owner (if different from applicant): 123, LLC

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Erica Landerson
Applicant Signature

5/16/23
Date

Subscribed and sworn to before me this

_____ day of _____, 20_____.

City Clerk or Designee

Official Use Only	
State License No.	<u>24224</u>
County License No.	<u>66</u>
City License No.	<u>1922</u>
Date Approved by Council	_____
_____	_____
Chief of Police	

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



BUSINESS QUESTIONNAIRE

Business Name: Landerson, Inc.
 DBA Name: Cafe Della
 Physical Address: 103 S. Main St, Unit C

Officers and/or Directors:

Title: owner Name: Erica Landerson
 Address: 1350 Woodside Blvd, Unit D

Title: owner Name: Daniel Landerson
 Address: same as Erica

Title: _____ Name: _____
 Address: _____

Stockholders

Name: _____ Name: _____
 Address: _____ Address: _____

Name: _____ Name: _____
 Address: _____ Address: _____

Name: _____ Name: _____
 Address: _____ Address: _____

I hereby certify that each officer, director and stockholder is the real party in interest with respect to his portion and is not acting directly or indirectly as an agent, employee or representative to any other person not reported to the board.

Erica Landerson
 Signature

owner
 Title

ASSIGNMENT OF LEASE AND GUARANTY

FOR VALUE RECEIVED, HEADLEY VENTURES, LLC, an Idaho limited liability company (“Assignor”) as of the Closing Date (defined in the Sale Agreement), assigns, conveys, transfers, and sets over to LANDERSON, INC., an Idaho general business corporation (“Assignees”), its successors and assigns, all of Assignor’s right, title, and interest in, to, and under that certain COMMERCIAL LEASE AGREEMENT dated September 1, 2022 (as amended, the “Lease”) by and between 123, LLC, an Idaho limited liability company, as lessor (“Lessor”), and Assignor, as tenant, covering Unit C in the property located at 103 South Main Street, Hailey, Idaho, together with all options, rights, contracts, licenses, permits, deposits, and profits appurtenant to or related to the Lease. This Assignment and Assumption of Lease (this “Assignment”) is subject to the terms and conditions of that certain Purchase and Sale Agreement dated March 7, 2023 between Assignor and Assignees (the “Agreement”). In the event the Agreement does not close, this Assignment shall terminate and Assignor shall remain responsible for the obligations under the Lease.

Assignees hereby accept the foregoing assignment and assumes all of the obligations of Assignor as tenant under the Lease accruing from and after the Closing Date and agree, for the benefit of Assignor, its successors and assigns, and for the benefit of Lessor, its successors and assigns, to pay, perform, discharge when due, and otherwise satisfy in due course all of such obligations and liabilities of the tenant under and in accordance with the provisions of the Lease. Specifically, pursuant to Section 23.11(b) of the Lease, Liza Green’s obligation under the personal guaranty terminates on the Closing Date of the Agreement, and at that time, Assignees’ directors, Daniel Landerson and Erica Landerson, assume all obligations under Section 23.11, effective on the Closing Date.

The terms of the Agreement including, without limitation, all covenants, agreements, conditions, representations, warranties, and indemnities, are incorporated herein by this reference. Assignor and Assignees acknowledge and agree that the terms, covenants, agreements, conditions, representations, warranties, and indemnities contained in the Agreement shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall control. Any capitalized terms not defined in this Assignment shall have the meanings assigned to them in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignees have duly executed this Assignment and Assumption of Lease as of ~~March~~³, 2023 ("Effective Date").
April

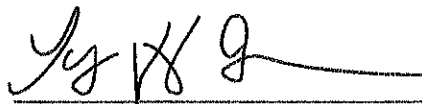
LESSOR:

123, LLC, and Idaho limited liability company

DIAN VAUGH, Managing Member

ASSIGNOR:

Headley Ventures, LLC, and Idaho limited liability company



LIZA GREEN, Member

ASSIGNEES:

Landerson, Inc., an Idaho general business corporation



ERICA LANDERSON, Director



DANIEL LANDERSON, Director

GUARANTORS:

Erica Landerson and Daniel Landerson, individuals



ERICA LANDERSON



DANIEL LANDERSON

2023

BLAINE COUNTY
STATE OF IDAHO

No. 66

*** Transferred ***
*** 04/25/2023 ***

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT LANDERSON INC
doing business as CAFE DELLA
at 103 S MAIN ST STE C. HAILEY. ID 83333
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Transfer Fee 60.00

Draught Beer (includes bottled, canned and retail)

Bottled or Canned Beer to be consumed on premises

Bottled or Canned Beer not to be consumed on premises

Retail Liquor.....

Retail Wine.....

Wine by the Drink

Special Wine (Sunday)

TOTAL FEE: 60.00

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 07/31/2023.

Witness my hand and seal this 25th day of April, 2023.

Mackley Davis
Chairman

Angus McCreary
Commissioner

Commissioner

S. McDonald
Clerk of the Board of County Commissioners

Idaho State Police

Cycle Tracking Number: 141482

Premises Number: 5B-26224 **Retail Alcohol Beverage License**

License Year: 2023

License Number: 26224

This is to certify, that Landerson Inc.
doing business as: Cafe Della

is licensed to sell alcoholic beverages as stated below at:
103 S Main St Ste C, Hailey, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$20.00</u>
Wine by the bottle	Yes <u>\$20.00</u>
Wine by the glass	Yes <u>\$20.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$60.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

LANDERSON INC. CAFE DELLA PO BOX 3728 HAILEY, ID 83333 <i>Mailing Address</i>

License Valid: 04/21/2023 - 07/31/2023

***Expires:* 07/31/2023**


Director of Idaho State Police





Permit

EST.#: FS-014651

ERICA LANDERSON
PO BOX 3728
HAILEY ID 83333
United States

THIS LICENSE IS NON-TRANSFERABLE AND IS THE PROPERTY OF THE ISSUING AGENCY AND MAY BE REVOKED FOR FAILURE TO MAINTAIN COMPLIANCE WITH THE APPLICABLE HEALTH REGULATIONS OR ANY APPLICABLE STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS THAT ARE REFERRED TO THEREIN.

IDAHO CODE 39-414 (2)

ISSUED TO: **ERICA LANDERSON**

For the operations
of a: **FULL SERVICE ESTABLISHMENT**

d.b.a **CAFE DELLA**

**103 S MAIN ST C
HAILEY ID 83333**

DATE ISSUED

01/01/2023

DATE EXPIRES

12/31/2023

A handwritten signature in black ink, appearing to read "Josh Jensen", is written over a horizontal line.

Josh Jensen. Health Official

Serving Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls County

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Motion to approve the Findings of Fact, Conclusions of Law, and Decision of the Fifth Amendment to the Planned Unit Development (PUD) Agreement of Lido Equities Group Idaho, LLC, which reduces the setbacks for Buildings 23, 24, 25, and 26; reduces the total number of housing units from 135 to 128 residential units; reduces the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and requires the Applicant to complete and expand the transit facility amenity in the area. The proposed project is located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District, and consideration of Resolution 2023-074, a resolution authorizing the mayor’s signature on the Fifth Amended Development Agreement.

AUTHORITY: ID Code _____ IAR _____ Hailey Municipal Code Title 17, PUD (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Applicant, Lido Equities Group Idaho, LLC, requested approval of a Fifth Amendment to the Planned Unit Development (PUD) Agreement. The proposed Fifth Amendment reduces the setbacks for Buildings 23, 24, 25, and 26; reduces the total number of housing units from 135 to 128 residential units; reduces the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and require the Applicant to complete and expand the transit facility amenity in the area.

More specifically, under the proposed PUD Amendment, the Applicant requested the following waivers and/or amendments:

- **Setbacks.** Reduce setbacks of the LB Zoning District, both in the front yard (adjacent to Woodside Boulevard) and rear yard (adjacent to Copper Ranch Phase 4).
- **Unit Count.** Reduce the total number of units. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.
- **Parking.** Reduce parking requirement to reflect the standard that shaped the original design of the subdivision: two-and-a-half (2.5) parking spaces per condominium unit. Staff requests that the Council consider the proposed amendment, two-and-a-half (2.5) parking spaces per unit, in the context of the Phase 6 design.

As outlined by the original Planned Unit Development Agreement, the Applicant has agreed to construct transit facilities— specifically, a bus pullout and a weather protected shelter on Woodside Boulevard. Thus far, the Applicant has constructed a shelter and landing pad for the existing bus stop in front of the subdivision’s recreational facility (Gravity Fitness). Per the recommendation of Mountain Rides Transportation Authority (MRTA) and support of Hailey City Staff, the Applicant has agreed to construct the remaining element of the amenity, a bus pullout, in a different location: in front of the neighboring Lido Homes Apartment project, just north of the proposed project and south of Winterhaven Drive. The construction of the bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk. Staff, MRTA, and the Applicant will work internally to identify who can relocate the existing shelter and build a landing pad for it at the new location, in front of Lido Homes Apartment project.

The Planning and Zoning Commission approved the Design Review Application, with review of the requested waivers and proposed benefits, on May 1, 2023. The Commission concurred and recommended to the Council that the proposed benefit of a complete transit facility in the area – bus pullout, pad, signage, and shelter – meets a strong community need, and that the proposed benefits

outweigh the requested waivers by the Applicant. The Council, having heard this item on May 22, 2023, also agreed with Staff and the Commission, and approved the Applicant's request to amend the PUD as specified herein. The Council further suggested that an additional Condition of Approval be added to include a buildout completion date of five (5) years specific to Phase 6 Copper Ranch Condominium PUD Subdivision. The Applicant Team, amenable to this suggestion, agreed to these timeline parameters set forth by the Council, of which have been incorporated herein.

Attachments:

- 1) [PUD Findings of Fact](#)
- 2) [Resolution 2023- Fifth Amendment to the Copper Ranch Development Agreement](#)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ Caselle # _____
 YTD Line-Item Balance \$ _____
 Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
 Staff Contact: Robyn Davis Phone # 788-9815 ext. 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: Recommend approval of the Findings of Fact, Conclusions of Law, and Decision of the Fifth Amendment to the Planned Unit Development (PUD) Agreement, and Resolution 2023-074, a resolution authorizing the mayor's signature on the Fifth Amended Planned Unit Development Agreement between the City and Lido Equities Group Idaho, LLC, for completion of Phase 6 of the Copper Ranch Development, to include the construction of 31 residential units on 1.09 acres, with a request for waivers and proposed benefits, located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to Conditions 1-4 noted herein.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve the Findings of Fact, Conclusions of Law, and Decision of the Fifth Amendment to the Planned Unit Development (PUD) Agreement, and Resolution 2023-074, a resolution authorizing the mayor's signature on the Fifth Amended Planned Unit Development Agreement between the City and Lido Equities Group Idaho, LLC, for completion of Phase 6 of the Copper Ranch Development, to include the construction of 31 residential units on 1.09 acres, with a request for waivers and proposed benefits, located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to Conditions 1-4 noted herein.

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 May 22, 2023, the Hailey City Council considered and approved the Fifth Amendment to the Planned Unit Development (PUD) Agreement of Lido Equities Group Idaho, LLC (Copper Ranch Subdivision), which reduces the setbacks for Buildings 23, 24, 25, and 26; reduces the total number of housing units from 135 to 128 residential units; reduces the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and requires the Applicant to complete and expand the transit facility amenity in the area. The proposed project is located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District.

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

FINDINGS OF FACT

Notice: Notice for the public hearing was published in the Idaho Mountain Express on May 3, 2023 and mailed to property owners within 300 feet on May 3, 2023. Onsite Notice was posted on the property on May 15, 2023.

Project Overview: The Applicant, Lido Equities Group Idaho, LLC, requested approval of a Fifth Amendment to the Planned Unit Development (PUD) Agreement. The proposed Fifth Amendment, if approved, would reduce the setbacks for Buildings 23, 24, 25, and 26; reduce the total number of housing units from 135 to 128 residential units; reduce the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and require the Applicant to complete and expand the transit facility amenity in the area.

More specifically, under the proposed PUD Amendment, the Applicant requested the following waivers and/or amendments:

- **Setbacks.** Reduce setbacks of the LB Zoning District, both in the front yard (adjacent to Woodside Boulevard) and rear yard (adjacent to Copper Ranch Phase 4).
- **Unit Count.** Reduce the total number of units. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.
- **Parking.** Reduce parking requirement to reflect the standard that shaped the original design of the subdivision: two-and-a-half (2.5) parking spaces per condominium unit. Staff requests that the Council consider the proposed amendment, two-and-a-half (2.5) parking spaces per unit, in the context of the Phase 6 design.

As outlined by the original PUD Agreement, the Applicant has agreed to construct transit facilities—specifically, a bus pullout and a weather protected shelter on Woodside Boulevard. Thus far, the Applicant has constructed a shelter and landing pad for the existing bus stop in front of the subdivision’s recreational facility (Gravity Fitness). Per the recommendation of Mountain Rides Transportation Authority (MRTA) and support of Hailey City Staff, the Applicant has agreed to construct the remaining element of the amenity, a bus pullout, in a different location: in front of the neighboring Lido Homes Apartment project, just north of the proposed project and south of Winterhaven Drive. The construction of the bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and

sidewalk. Staff, MRTA, and the Applicant will work internally to identify who can relocate the existing shelter and build a landing pad for it at the new location, in front of Lido Homes Apartment project.

Background: In 2003, Lido Equities Group Idaho, LLC (previously Copper Ranch Land, LLC), went through the entitlement process to develop the Copper Ranch Subdivision under a Planned Unit Development Agreement for 135 condominium units across twenty-seven (27) buildings. Due to the economic recession of 2008, the development of Copper Ranch has been delayed and prolonged. The development process was originally organized into five (5) phases and was scheduled to be completed in 2006. The project’s Planned Unit Development Agreement has been amended four (4) times since 2003, and at this time, the Applicant is proposing a Fifth Amendment, attached hereto. Since the start of the entitlement process, the Applicant has built ninety-seven (97) units, provided recreational facilities, and agreed to build transit facilities: one (1) bus pull-out stop with a protected shelter.

This PUD Application, and approved Design Review Application, marks the Applicant’s proposal to complete the final phase of the Copper Ranch Subdivision— Phase 6. Phase 6 was anticipated to include thirty-eight (38) units across eight (8) buildings on approximately 1.9 acres of Copper Ranch property; however, on May 1, 2023, the Planning and Zoning Commission approved a Design Review Application for the buildout of Phase 6, which includes seven (7) less residential units, for a new total of thirty-one (31) residential units within Phase 6, and an overall total of 128 condominium units within the Copper Ranch Development.

The reduction in residential units was a result of the elimination of “Building 17”. The elimination of Building 17 alleviates the subdivision’s compliance issues with on-site parking and snow storage access, as shown in the images below, and expressly noted by the existing tenants of the subdivision.

February 21, 2023



May 1, 2023



Regarding the issue of the availability and geometry of parking spaces at Copper Ranch— when the original Design Review was approved for the Copper Ranch Subdivision in 2003, two-and-a-half (2.5) parking spaces were required for each unit. Since then, the Municipal Code pertaining to parking in multifamily developments has changed. Per the Subdivision Code (Section 16.04.020.L.6), two (2) guest/overflow parking spaces are currently required for each multi-family unit located on a private street. Per the Design Review Code (Section 17.09.040), 1-1.5 parking spaces are currently required per unit, depending on the size of the unit. The updated Design Review proposal reflects a concurrent and affiliated application to amend the existing Planned Unit Development Agreement, which must consider the Subdivision Code and condominiumization of the Phase 6 buildings. The proposed amendment to the PUD Agreement— requiring a minimum of 2.5 parking spaces per unit— attempts to reconcile the discrepancy between the number of parking spaces currently required by the Design Review Code (43 spaces) and the number of parking spaces that would’ve been or will be required if the land is subdivided (105 spaces). Additionally, the minimum requirement of 2.5 parking spaces per unit reflects the conditions under which the subdivision was planned.

The residents’ frustrations with parking are exacerbated by the small geometry of parking spaces and garages at Copper Ranch, as well as improper snow storage. Firstly, size requirements for off-street parking spaces are not regulated by Hailey’s Municipal Code nor by the International Building Code. However, the Applicant has slightly increased the size of the proposed garages openings to be nine feet (9 ft.) wide, instead of eight feet (8 ft.) wide. Secondly, the Developer recognizes that snow has been improperly stored at Copper Ranch. Specifically, snow has not been stored in the designated space behind Gravity Fitness and has overflowed into the private streets. In the new design, the Applicant ensures access to the designated snow storage area via the site that was planned for Building 17 and is now planned to be developed into surface parking.

Staff and the Commission concurred and recommended to the Council that the proposed benefit of a complete transit facility in the area – bus pullout, pad, signage, and shelter – meets a strong community need, and that the proposed benefits outweigh the requested waivers by the Applicant. The Council, having heard this item on May 22, 2023, also agreed with Staff and the Commission, and approved the Applicant’s request to amend the PUD as specified herein. The Council further suggested that an additional Condition of Approval be added to include a buildout completion date of five (5) years specific to Phase 6 Copper Ranch Condominium PUD Subdivision. The Applicant Team, amenable to this suggestion, agreed to these timeline parameters set forth by the Council, of which have been incorporated herein.

Standards of Evaluation	
17.10.030: General Requirements:	
A.	The minimum gross size for properties that may be developed as a PUD is one (1) acre, except in the Business and Limited Business zoning districts within the Central Business District, the minimum gross size shall be 18,000 square feet. All land within the development shall be contiguous except for intervening streets and waterways.
Staff Comments	<i>The approved PUD site is greater than 18,000 square feet.</i>

		<i>Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
B.		A tract or parcel of land proposed for PUD development must be in one (1) ownership or the subject of an application filed jointly by the owners of all property included.
Staff Comments		<i>The parcel is owned by Lido Equities Group Idaho, LLC. There are also multiple condo owners and an HOA Board.</i> <i>Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
C.		Area Development Plan:
	C.1	When the owner of Contiguous Parcels is required to obtain PUD approval for any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:
Staff Comments		<i>Lido Equities Group Idaho, LLC, also owns the adjacent land to the south, which is named Lido Apartments Homes. The Planning and Zoning Commission recommended approval of the PUD on December 6, 2021. The Design Review Application was approved by the Commission on January 3, 2022.</i> <i>Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
	C.1.a	Streets, whether public or private, shall provide an interconnected system and be adequate to accommodate anticipated vehicular and pedestrian traffic.
Staff Comments		<i>The Copper Ranch Development circulation is complete, with the exception of the walkways to the units within Phase 6, and various interconnected pathways through the phase and greater development. The Commission reviewed both vehicular and pedestrian circulation systems during the Design Review hearing on May 1, 2023. Any additional requirements regarding these systems have been noted as Conditions of Approval in the associated Findings of Fact.</i> <i>Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
C.1.b		Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.
Staff Comments		<i>The Copper Ranch Development circulation is complete, with the exception of the walkways to the units within Phase 6, and various interconnected pathways through the phase and greater development. The Commission reviewed both vehicular and pedestrian circulation systems during the Design Review hearing on May 1, 2023. Any additional requirements regarding these systems have been noted as Conditions of Approval in the associated Findings of Fact.</i> <i>Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
C.1.c		Water main lines and sewer main lines shall be designed in the most effective layout feasible.
Staff Comments		<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
C.1.d		Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.

Staff Comments	<i>N/A, as no changes are proposed.</i>
C.1.e	Park land shall be most appropriately located on the Contiguous Parcels.
Staff Comments	<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
C.1.f	Grading and drainage shall be appropriate to the Contiguous Parcels.
Staff Comments	<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
C.1.g	Development shall avoid easements and hazardous or sensitive natural resource areas.
Staff Comments	<i>N/A, as no easements, hazardous or sensitive areas exist onsite.</i>
C.2	Upon any approval of the PUD application, the Owner shall be required as a condition of approval to record the Area Development Plan or a PUD agreement depicting and/or detailing the approved Area Development Plan. The Area Development Plan shall bind the Owner and Owner’s successors.
Staff Comments	<i>The subsequent PUD Agreements and Amendments have been recorded. An Area Development Plan was part of the original approval and is on file with the Community Development Department. This is the last phase to be constructed within the Copper Ranch Development; a new Area Development Plan is not necessary.</i> <i>Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
D.	Solar Access: Street and lot orientation, landscaping, and placement of structures shall provide for solar access to all south roofs and walls to the maximum extent feasible in order to promote energy efficiency.
Staff Comments	<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
E.	Access: Access shall be provided in accordance with standards set forth in Chapter 16.04, Development Standards, of this Code. Buildings may not be so arranged that any structure is inaccessible to emergency vehicles.
Staff Comments	<i>N/A, as no changes to access are proposed. Access has been provided in accordance with the standards set forth in Title 16. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
F.	Underground Utilities: Underground utilities, including telephone and electrical systems, shall be required within the limits of all PUDs.
Staff Comments	<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
G.	Public Easement: In each case where a PUD project is located adjacent to public lands, a public easement to those lands shall be provided. All existing public accesses to public lands must be preserved.
Staff Comments	<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
H.	Pathways: In each case where a PUD project encompasses a non-vehicular pathway as depicted on the Master Plan, a pathway constructed to City standards shall be provided.
Staff Comments	<i>This standard shall be met. Any remaining non-vehicular pathways within Phase 6 and interconnected throughout the Copper Ranch Development will be constructed to City Standards.</i> <i>Finding: Compliance. The Council found that this standard will be met.</i>

I.	<p>Amenities: Each PUD shall provide one or more of the following amenities, commensurate with the size and density of the development, and commensurate with the modifications requested by the applicant, to ensure a public benefit:</p>				
	<p>I.1 Green Space. All Green Space shall be granted in perpetuity and the PUD agreement shall contain restrictions against any encroachment into the Green Space. Where a subdivision is involved as part of the PUD approval process, Green Space shall be identified as such on the plat. A long-term maintenance plan shall be provided. Unless otherwise agreed to by the City, the PUD agreement shall contain provisions requiring that property owners within the PUD shall be responsible for maintaining the Green Space for the benefit of the residents or employees of the PUD and/or by the public. Green space shall be set aside in accordance with the following formulas:</p> <table border="1" data-bbox="513 653 1360 751"> <tr> <td data-bbox="513 653 837 684">For residential PUDs</td> <td data-bbox="837 653 1360 684">A minimum of .05 acres per residential unit.</td> </tr> <tr> <td data-bbox="513 684 837 751">For non-residential PUDs</td> <td data-bbox="837 684 1360 751">A minimum of 15% of the gross area of the proposed PUD.</td> </tr> </table>	For residential PUDs	A minimum of .05 acres per residential unit.	For non-residential PUDs	A minimum of 15% of the gross area of the proposed PUD.
For residential PUDs	A minimum of .05 acres per residential unit.				
For non-residential PUDs	A minimum of 15% of the gross area of the proposed PUD.				
Staff Comment	<p><i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i></p>				
	<p>I.2 Active Recreational Facilities: Active recreational facilities include amenities such as a swimming pool, tennis courts or playing fields, of a size appropriate to the needs of the development. The PUD agreement shall contain provisions requiring that such facilities be maintained in perpetuity or replaced with another similar recreation facility.</p>				
Staff Comment	<p><i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i></p>				
	<p>I.3 Public Transit Facilities: Public transit facilities include a weather protected transit stop or transit station and must be located on a designated transit route.</p>				
Staff Comment	<p><i>As outlined by the original Planned Unit Development Agreement, the Applicant has agreed to construct transit facilities— specifically, a bus pullout and a weather protected shelter on Woodside Boulevard. Thus far, the Applicant has constructed a shelter and landing pad for the existing bus stop in front of the subdivision’s recreational facility (Gravity Fitness). Per the recommendation of Mountain Rides Transportation Authority (MRTA) and support of Hailey City Staff, the Applicant has agreed to construct the remaining element of the amenity, a bus pullout, in a different location: in front of the neighboring Lido Homes Apartment project, just north of the proposed project and south of Winterhaven Drive. The construction of the bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk.</i></p> <p><i>Finding: Compliance. The Council agreed that the proposal for complete public transit facilities meets a strong community need, and that the benefits proposed carry out the intentions of this chapter. The Council found that this standard has been met.</i></p>				
	<p>I.4 Preservation Of Vegetation: Preservation of significant existing vegetation on the site must include the preservation of at least seventy five percent (75%) of mature trees greater than six-inch (6") caliper on the site.</p>				
Staff Comment	<p><i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i></p>				
	<p>I.5 Wetlands: Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD.</p>				
Staff Comment	<p><i>N/A. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i></p>				
	<p>I.6 River Enhancement: Enhancement of the Big Wood River and its tributaries, must include stream bank restoration and public access to or along the waterway.</p>				

Staff Comment	N/A. <i>Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>				
	<p>I.7 Community Housing: For residential PUDs, the provision of at least thirty percent (30%) of the approved number of dwelling units or lots as community housing units affordable to households earning between fifty percent (50%) and one hundred twenty percent (120%) of the area median income, or the provision of at least twenty percent (20%) as community housing units affordable to households earning less than fifty percent (50%) of the area median income.</p>				
Staff Comment	<p><i>There are no community housing units existing or proposed within the Copper Ranch PUD. The Council encouraged the Applicant Team to consider providing community housing units within Phase 6; however, with the removal of Building 17, the Applicant stated that with the loss of seven (7) additional units, the project would not financially pencil if community housing units were provided.</i></p> <p><i>Finding: Compliance. The Council encouraged the Applicant to provide community housing units; however, also agreed that the Public Transit Facilities proposed outweigh the waivers requested and found that this standard has been met.</i></p>				
	<p>I.8 Real Property: Dedication or conveyance of real property or an interest in real property to the city.</p>				
Staff Comment	<p><i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i></p>				
	<p>I.9 Sidewalks. Off-site sidewalk improvements shall be constructed according to City Standard Improvement Drawings and provided (in addition to sidewalk improvements that are required by ordinance adjacent to the subject property) in accordance with the following formulas:</p> <table border="1" data-bbox="500 1108 1336 1241" style="margin-left: 40px;"> <tr> <td style="padding: 5px;">For residential PUDs</td> <td style="padding: 5px;">A minimum of 100 linear feet per residential unit.</td> </tr> <tr> <td style="padding: 5px;">For non-residential or mixed-use PUDs</td> <td style="padding: 5px;">A minimum of 100 linear feet per 1000 square feet of gross floor area.</td> </tr> </table>	For residential PUDs	A minimum of 100 linear feet per residential unit.	For non-residential or mixed-use PUDs	A minimum of 100 linear feet per 1000 square feet of gross floor area.
For residential PUDs	A minimum of 100 linear feet per residential unit.				
For non-residential or mixed-use PUDs	A minimum of 100 linear feet per 1000 square feet of gross floor area.				
Staff Comment	<p><i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i></p>				
	<p>I.10 Underground Parking: Underground parking must be provided for at least fifty percent (50%) of the required number of parking spaces in the PUD.</p>				
Staff Comment	<p><i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i></p>				
	<p>I.11 Energy Consumption. All principal buildings within the PUD must comply with sustainable building practices, as follows:</p> <table border="1" data-bbox="511 1539 1336 1833" style="margin-left: 40px;"> <tr> <td style="padding: 5px;">For residential PUDs</td> <td style="padding: 5px;">Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.</td> </tr> <tr> <td style="padding: 5px;">For non-residential or mixed-use PUDs</td> <td style="padding: 5px;">Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.</td> </tr> </table>	For residential PUDs	Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.	For non-residential or mixed-use PUDs	Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.
For residential PUDs	Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.				
For non-residential or mixed-use PUDs	Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.				

Staff Comment		<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
	I.12	Other Amenities: Other project amenities and/or benefits to the community that are found, by recommendation of the commission and approval of the council, to promote the purpose of this chapter and the goals and objectives of the comprehensive plan.
Staff Comment		<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
17.10.040: Developer Benefits:		
The Council may grant modifications or waivers of certain zoning and/or subdivision requirements to carry out the intent of this Chapter and the land use policies of the City.		
Staff Comment		<p><i>The Applicant is requesting following waivers to Phase 6 within the Copper Ranch Development:</i></p> <ul style="list-style-type: none"> - Setbacks. <i>Reduce setbacks of the LB Zoning District, both in the front yard (adjacent to Woodside Boulevard) and rear yard (adjacent to Copper Ranch Phase 4).</i> - Unit Count. <i>Reduce the total number of units. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.</i> - Parking. <i>Reduce parking requirement to reflect the standard that shaped the original design of the subdivision: two-and-a-half (2.5) parking spaces per condominium unit. Staff requests that the Council consider the proposed amendment, two-and-a-half (2.5) parking spaces per unit, in the context of the Phase 6 design.</i> <p><i>The attached draft PUD Agreement more specifically addresses the requested waivers as noted above. As a public amenity, the Applicant intends to construct transit facilities—specifically, a bus pullout, pad, signage, and a weather protected shelter. A bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk.</i></p> <p><i>Finding: Compliance. The Council found that the proposal for complete public transit facilities meets a strong community need, and that the benefits proposed carry out the intentions of this chapter. The Council found that this standard has been met.</i></p>
17.10.040.01: Density Bonus:		
A.		The following maximum increases in density may be granted only if one of the following conditions are met, and if no other density increase has been granted:
	A.1	Ten percent (10%): Solar, wind, geothermal or other alternative renewable energy source will provide at least fifty percent (50%) of the total energy needs of the PUD.
Staff Comment		<i>N/A. Finding: Compliance. The Council found that this standard has been met.</i>
	A.2	Ten percent (10%): At least twenty five percent (25%) of the property included in the PUD is located in the floodplain and no development occurs within the floodplain.
Staff Comment		<i>N/A. Finding: Compliance. The Council found that this standard has been met.</i>
	A.3	Ten percent (10%): The developer of the PUD provides or contributes to significant off-site infrastructure benefiting the city (e.g., water tank, fire station).
Staff Comment		<i>N/A. Finding: Compliance. The Council found that this standard has been met.</i>
	A.4	Twenty percent (20%): The developer of the PUD provides or contributes to significant multi-modal infrastructure providing both vehicular and nonvehicular amenities benefiting the city and Wood River Valley.

Staff Comment	N/A. <u>Finding: Compliance.</u> The Council found that this standard has been met.	
	A.5	Ten percent (10%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for silver certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.
Staff Comment	N/A. <u>Finding: Compliance.</u> The Council found that this standard has been met.	
	A.6	Fifteen percent (15%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for gold certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.
Staff Comment	N/A. <u>Finding: Compliance.</u> The Council found that this standard has been met.	
	A.7	Twenty percent (20%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for platinum certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.
Staff Comment	N/A. <u>Finding: Compliance.</u> The Council found that this standard has been met.	
B.	Density bonuses for project amenities and benefits to the community other than those listed here may be granted by unanimous vote of the council, following a recommendation by the commission, in order to carry out the purpose and intent of this chapter and the land use policies of the city. (Ord. 1191, 2015)	
Staff Comment	N/A, as no changes are proposed. <u>Finding: Compliance.</u> There was no change to this standard and the Council found that this standard has been met.	
17.10.040.02: Density Transfer:		
Densities may be transferred between zoning districts within a PUD provided the resulting density shall be not greater than aggregate overall allowable density of units and uses allowed in the zoning districts in which the development is located.		
Staff Comment	N/A, as no density transfer is requested. <u>Finding: Compliance.</u> There was no change to this standard and the Council found that this standard has been met.	
17.10.040.05: Phased Development Allowed:		
The development of the PUD may be planned in phases provided that as part of the general submission, a development schedule is approved which describes:		
A.	Parcels: The parcels that are to be constructed upon in each phase and the date of each phase submission.	
Staff Comment	<p>The project was planned in six (6) phases. Various start dates were stipulated with no completion dates established. With the exception of Phase 6, all prior phases are complete, and it is the Applicant's intent to complete Phase 6 as soon as possible, and at one time.</p> <p><u>Finding: Compliance.</u> The Copper Ranch Development was first approved in 2003. Twenty (20) years after the first approval, the Applicant Team intends to move forward with the buildout of the subdivision's final phase, Phase 6. The Council discussed the construction timeline at great length and suggested that a Conditional of Approval be added to ensure the buildout of Phase 6 be completed in a timely manner. The Council added a Condition of Approval to include a buildout completion date of five (5) years from the date of this approval. Further, the Council noted that the buildout is deemed complete upon issuance of Certificates of Occupancy for all units of all buildings within Phase 6 of the planned unit development subdivision.</p>	
B.	Number of Units: The number of units to be built in each submission.	

<p>Staff Comment</p>	<p>The originally entitled number of units for Phase 6 was 38 residential units, or an overall total of 135 residential units within the entirety of the Copper Ranch Development. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new overall total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.</p> <p><u>Finding:</u> Compliance. The Council approved Phase 6 as proposed, with a new total within the Copper Ranch PUD Subdivision of 128 condominium units, Phase 6 made up of 31 condominium units. Further, the Council supported the proposal for complete public transit facilities, finding that it meets a strong community need, and that the benefits proposed carry out the intentions of this chapter.</p>
<p>C.</p>	<p>Schedule For Completion: A schedule for making contributions (if any), for the completion of project amenities and public improvements, for posting of security pursuant to subsection 17.10.050.08 of this Chapter, for dedication of Green Space, for conveyance of community housing and/or provision of employee housing.</p>
<p>Staff Comment</p>	<p>N/A. <u>Finding:</u> Compliance. The Council found that this standard has been met.</p>
<p>D.</p>	<p>Stage Planning: Each stage within the PUD shall be so planned and related to existing and/or planned services and facilities, including commercial space, such that each phase is self-sufficient and not dependent on later phases and so that failure to proceed to the subsequent stages will not have any adverse impacts on the PUD, its surroundings, or the community in general. Each stage shall also be planned so as to ensure that green space and any other amenities will be provided along with proposed construction at each phase of construction.</p>
<p>Staff Comment</p>	<p>N/A. <u>Finding:</u> Compliance. The Council found that this standard has been met.</p>
<p>17.10.040.06: Modifications to the Subdivision Standards:</p>	
<p>Standards in the Subdivision Title for streets, sidewalks, alleys, and easements, lots and blocks, and parks may be allowed. The requirements for sidewalks in the zoning districts set forth in Section 16.04.030 shall not be waived.</p>	
<p>Staff Comment</p>	<p>N/A, as no changes are proposed. <u>Finding:</u> Compliance. There was no change to this standard and the Council found that this standard has been met.</p>
<p>Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.</p>	
<p>A. Standards of Evaluation</p>	
<p>A.1</p>	<p>1. The proposed development can be completed within one (1) year of the date of approval or phased according to a development schedule as submitted in accordance with Section 17.10.040.05 of this chapter and approved by the City;</p>
<p>Staff Comment</p>	<p>The original Copper Ranch PUD and subsequent amendments spanned multiple years. The Applicant noted that the buildout of Phase 6 was never completed due to the recession in 2007/2008. It is the Applicant’s intent to complete the buildout of Phase 6 within the span of a typical building permit, or 548 days. Further, per Hailey’s Municipal Code, the Applicant has the ability to apply for Building Permit Extensions (up to four), if needed.</p> <p><u>Finding:</u> Compliance. To ensure the buildout of Phase 6 commenced and ended in a timely manner, the Council imposed a Condition of Approval that requires the Applicant Team to complete the buildout of Phase 6 Copper Ranch Condominiums within five (5) years of this date of approval. Buildout is deemed complete upon issuance of Certificates of Occupancy for all units of all buildings within Phase 6 of the planned unit development subdivision. This has been made a Condition of Approval and the Council found that this</p>

		<i>standard will be met.</i>
	A.2	The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;
Staff Comment		<i>See previous discussion on streets and access. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
	A.3	The PUD will not create excessive additional requirements at public cost for public facilities and services;
Staff Comment		<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
	A.4	The existing and proposed utility services are adequate for the population densities and non-residential uses proposed;
Staff Comment		<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
	A.5	The development plan incorporates the site's significant natural features;
Staff Comment		<i>N/A, as no changes are proposed. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
	A.6	Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;
Staff Comment		<i>While Phase 6 has not been completed in a timely manner, the buildout is not anticipated to impact site circulation, health and safety, or function. The previous phases are completed and improvements within Phase 6 will stand independent of previous phases. Finding: Compliance. The Council found that this standard has been met.</i>
	A.7	One or more amenities as set forth in subsection 17.10.030I of this chapter shall be provided to ensure a public benefit;
Staff Comment		<i>Please refer to the background section of this report, as well as Section I for further details. Finding: Compliance. The Council found that this standard has been met.</i>
	A.8	All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and
Staff Comment		<i>All exterior lighting within Phase 6 will comply with Subsection 17.08C. This was made a Condition of Approval in the Design Review Findings of Fact. Finding: Compliance. There was no change to this standard and the Council found that this standard has been met.</i>
	A.9	The proposed PUD Agreement is acceptable to the applicant and the city.
Staff Comment		<i>The proposed PUD Agreement, with minor modifications as noted herein, is acceptable to the Applicant, the Council, and City Staff at this time. Finding: Compliance. The Council found that this standard has been met.</i>

CONCLUSIONS OF LAW AND DECISION

Based on the above Findings of Fact, the Council made the following Conclusions of Law and Decision:

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

The Council further required that the following Conditions of Approval, (1) through (5), be met:

1. The project shall receive Planned Unit Development approval subject to the conditions outlined in the proposed Fifth Amended PUD Development Agreement.
2. Waivers are hereby granted as follows:
 - a. **Setbacks.** Reduce setbacks of the LB Zoning District, both in the front yard (adjacent to Woodside Boulevard) and rear yard (adjacent to Copper Ranch Phase 4).
 - b. **Unit Count.** Reduce the total number of units. The Applicant is proposing seven (7) less housing units than required by the PUD Agreement. If the Council approves Phase 6 as proposed, with thirty-one (31) condominium units, the new total within the Copper Ranch Subdivision will be one hundred and twenty-eight (128) housing units.
 - c. **Parking.** Reduce parking requirement to reflect the standard that shaped the original design of the subdivision: two-and-a-half (2.5) parking spaces per condominium unit. Staff requests that the Council consider the proposed amendment, two-and-a-half (2.5) parking spaces per unit, in the context of the Phase 6 design.
3. In exchange for waivers granted, the Applicant shall construct transit facilities— specifically, a bus pullout, pad, signage, and a weather protected shelter on Woodside Boulevard. The construction of the bus pullout involves an asphalt pullout lane, plus transitions with a relocated curb, gutter, and sidewalk.
4. This approval is subject to Design Review approval by the Hailey Planning and Zoning Commission and shall be modified to match that approval.
5. Lido Equities Group Idaho, LLC, shall complete the buildout of Phase 6 Copper Ranch Condominiums within five (5) years of this date of approval. Buildout is deemed complete upon issuance of Certificates of Occupancy for all units of all buildings within Phase 6 of the planned unit development subdivision.

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

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

**CITY OF HAILEY
RESOLUTION NO. 2023-074**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING APPROVAL OF A FIFTH AMENDMENT TO THE DEVELOPMENT
AGREEMENT WITH LIDO EQUITIES GROUP IDAHO, LLC, REGARDING THE
COPPER RANCH CONDOMINIUMS PLANNED UNIT
DEVELOPMENT.**

WHEREAS, the City of Hailey desires to modify the Development Agreement with Lido Equities Group Idaho, LLC, regarding the Copper Ranch Condominium Planned Unit Development; and

WHEREAS, the City of Hailey agrees to the terms and conditions of the Fifth Amendment to the Planned Unit Development Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY THAT CITY OFFICIALS ARE HEREBY AUTHORIZED TO SIGN THE ATTACHED COPPER RANCH PLANNED UNIT DEVELOPMENT AGREEMENT.

Passed this _____ day of _____, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

FIFTH AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS FIFTH AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (hereinafter "Fifth Amendment") is entered into this ____ day of _____, 2023, by and between the CITY OF HAILEY, Idaho, a municipal corporation ("City") and LIDO EQUITIES GROUP IDAHO, LLC, an Idaho limited company ("Ranch").

RECITALS:

- A. The City and Ranch previously entered into a Planned Unit Development Agreement ("Agreement") dated May 2, 2003, recorded as Instrument No. 200155, records of Blaine County, Idaho, which relates to the development and improvement of certain real property (the "Project") in the City as described in the Agreement, and as subsequently amended by mutual agreement of the City and Ranch.
- B. The Agreement was first amended by the Parties execution of the instrument entitled Amendment to Planned Unit Development Agreement, dated December 29, 2003, and recorded in the records of Blaine County Idaho, on January 12, 2004, recorded as Instrument No. 497752. A Second Amendment was made, dated April 20, 2005, and recorded in the records of Blaine County Idaho, on April 21, 2005. A Third Amendment was made, dated November 28, 2005, and recorded in the records of Blaine County Idaho, on March 24, 2006, and amended again on June 28, 2006, and recorded in the records of Blaine County Idaho, on June 28, 2006. The Fourth Amendment to the Planned Unit Development Agreement, dated January 28, 2022, and recorded in the records of Blaine County Idaho, on January 6, 2023.
- C. The Agreement and its amendments detail the allowable uses for the Project, and estimated start and completion dates for construction within the Project.
- D. In order to ensure that the proposed Project is constructed consistent with the City's applicable ordinances and regulations, and the approved Findings of Fact and Conclusion of Law adopted by the Council, the City and Developer desire and intend to further amend the Agreement referenced hereinabove by adding the following provisions as the same pertains to Copper Ranch No. 5 in the Project.
- E. The Property shall be developed in accordance with the City's Comprehensive Plan, Zoning Ordinances, City Standards, and other application City Ordinances, and the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals, and of the mutual covenants and agreements herein, the parties hereto agree to the following amendments to the Agreement:

1. Except as expressly agreed to the contrary herein, all terms and conditions of the Agreement, and the amendments thereof, shall remain in full force and effect.

2. **Setbacks:** Existing setback waivers were not addressed in any previously recorded development agreement but were listed in the original Design Review (“DR”) findings. Ranch desires to reduce the setback requirements of the Limited Business (LB) Zoning District within Phase 6 of the Copper Ranch Development. The following setback waivers shall apply to the following buildings in the Project.

Building 23 (adjacent to Woodside Blvd)

- Permitted Front Yard Setback - 17’, per PUD waiver listed in Design Review Findings dated March 3, 2003.
- Proposed Front Yard Setback - 13’

Building 24 (adjacent to Copper Ranch Phase 4)

- Permitted Rear Yard Setback – 10’
- Proposed Rear Yard Setback - 4’

Building 25 (adjacent to Woodside Boulevard)

- Permitted Front Yard Setback – 15’, per PUD waiver listed in Design Review Findings dated March 3, 2003.
- Proposed Front Yard Setback – 15’

Building 26 (adjacent to Copper Ranch Phase 4)

- Permitted Rear Yard Setback - 10’
- Proposed Rear Yard Setback - 7’

3. **Parking.** Ranch is desirous of reducing the parking requirements within Phase 6 of the Copper Ranch Development. A waiver of the parking requirements of the Code shall be allowed such that there shall be a minimum of two-and-one-half (2.5) parking spaces per condominium unit, as shown in Exhibit A, attached hereto and made a part hereof.

- The Developer shall provide a total of eighty-four (84) onsite parking spaces within Phase 6, of which, twenty-two (22) parking spaces will be assigned to the existing residents within all Phases of the Copper Ranch Development, which meets the mandatory minimum two and one-half (2.5) parking spaces per condominium unit.

4. **Building 17.** Building 17 was erroneously platted showing condominium units having been constructed on the property. Because Building 17 has not been constructed, the Parties desire to amend the plat thereof by the deletion of the condominium units depicted thereon. By the removal of Building 17, thirty-one (31) units shall be constructed. This reduces the total unit count as contemplated in the original Planned Unit Development Agreement from 135 residential units to 128 residential units within the Copper Ranch Development. The Developer shall proceed with a plat amendment in keeping herewith.

5. **Snow Storage.** Snow storage within Phase 6 shall be provided by Ranch as set forth in the Snow Storage Plan submitted as part of this PUD Application, as shown on Exhibit B, attached hereto and made a part hereof.

6. **Bus Stop.** As a part of this Fifth Amendment, Ranch shall construct, prior to issuance of Certificate of Occupancy for any residential units herein approved to be constructed, a bus stop south of Winterhaven Drive on Woodside Boulevard in front of the Lido Apartment Homes project, as shown on Exhibit C, attached hereto and a part hereof. The bus stop improvements shall consist of the following:

- a. A 12-foot-wide X 50-foot-long asphalt pull-out lane plus approach and departure tapers of approximately 50' one each side, together with relocated curb, gutter, and sidewalk.
- b. An approximate 15' X 5' bus shelter pad and structure matching the Mountain Rides design criteria.

7. **Construction Completion Schedule.** As part of this Fifth Amendment, Ranch shall complete the buildout of Phase 6 Copper Ranch Condominiums within five (5) years of this date of approval. Buildout is deemed complete upon issuance of Certificates of Occupancy for all units of all buildings within Phase 6 of the planned unit development subdivision.

8. Ranch shall be bound by and shall comply with all of the conditions contained in the final approvals of the City, the Agreement, all prior amendments thereof, and this Fifth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on the day and year first above written.

CITY OF HAILEY, IDAHO
a Municipal Corporation

By: _____
Martha Burke, Mayor

Attest: _____
_____, City Clerk

LIDO EQUITIES GROUP IDAHO, LLC
an Idaho limited company

By: _____
J. Edward Smith, Member

Exhibit A

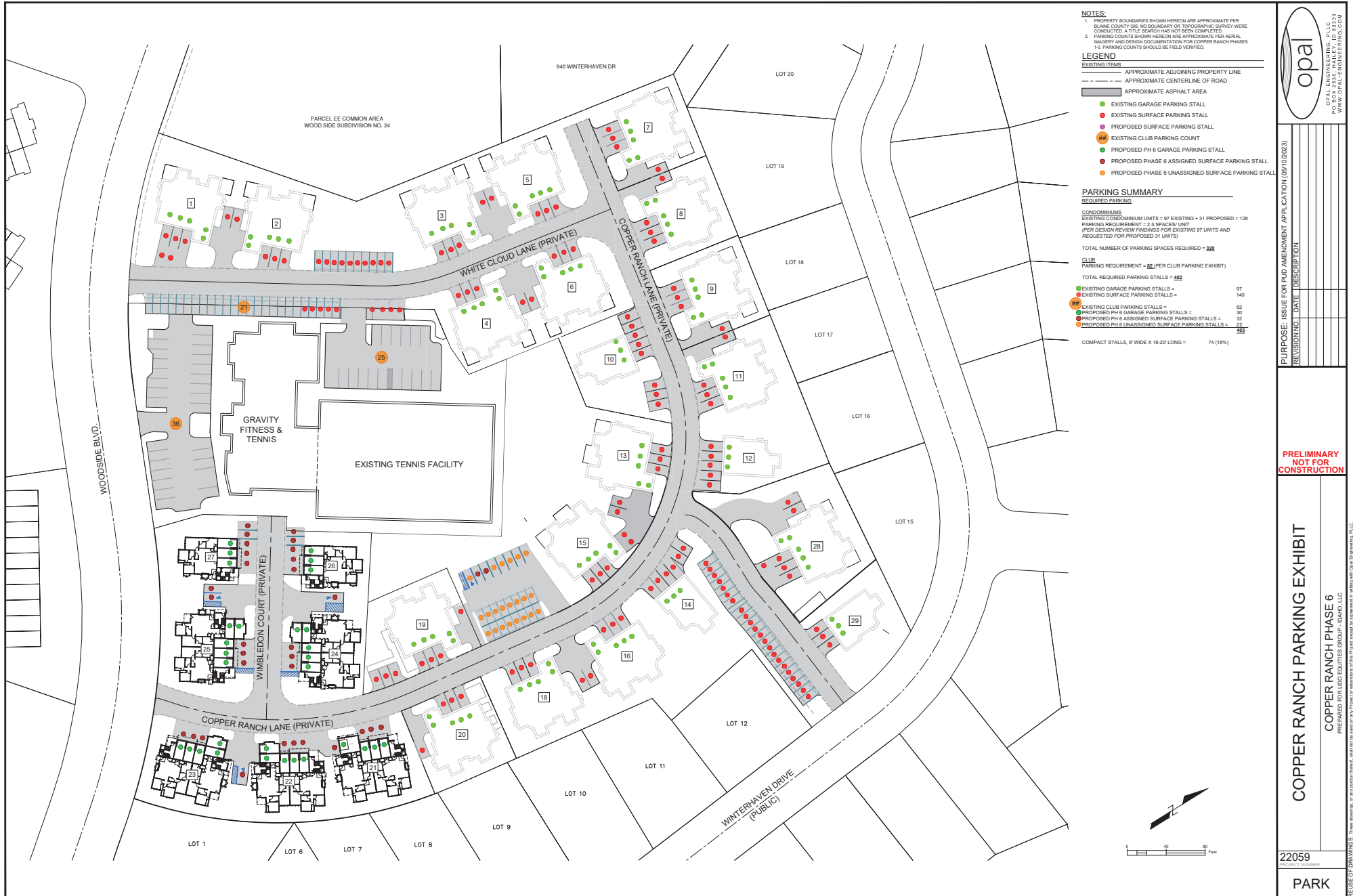
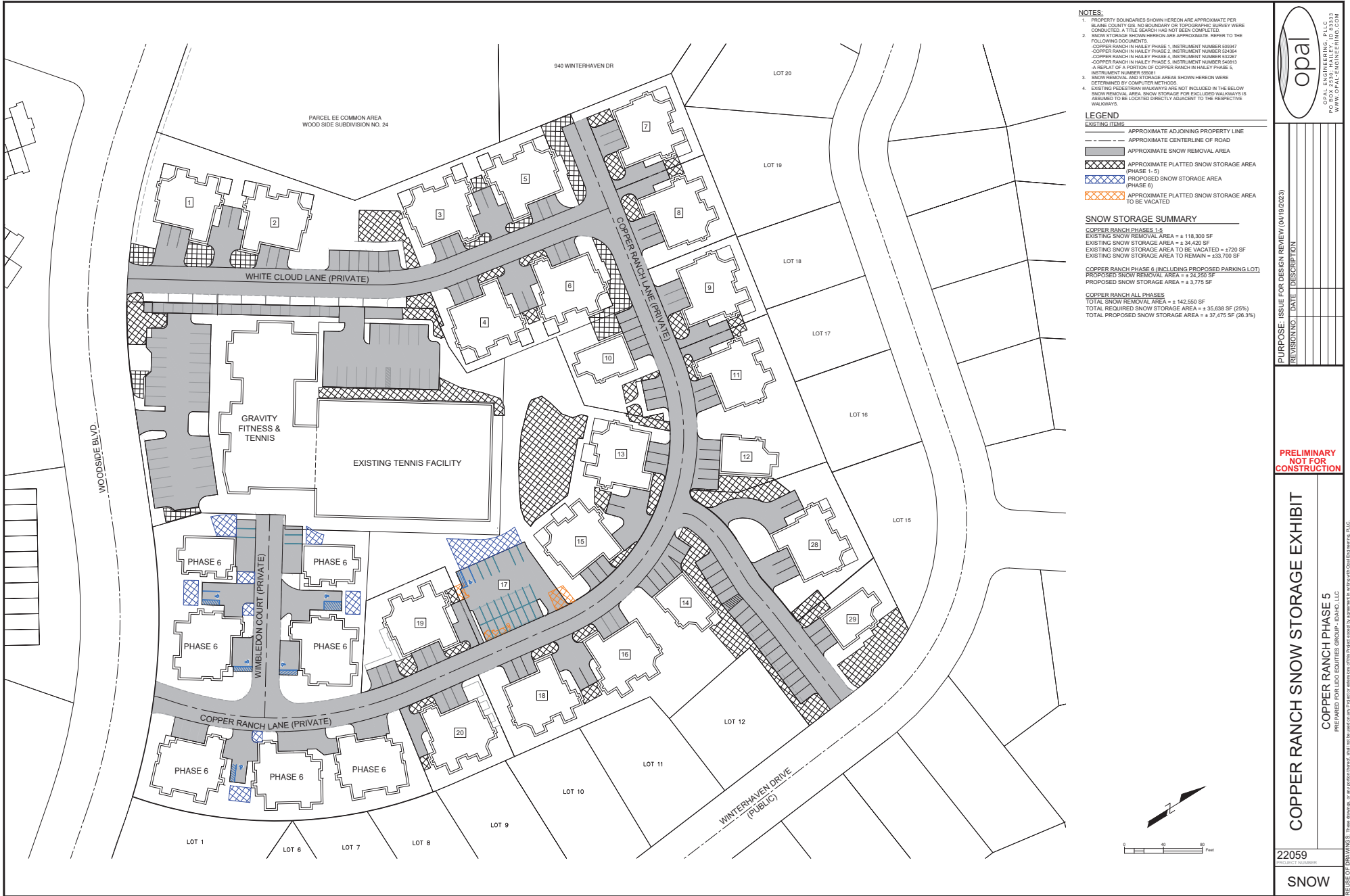


Exhibit B



NOTES:

- PROPERTY BOUNDARIES SHOWN HEREON ARE APPROXIMATE PER BLAKE COUNTY GIS. NO BOUNDARY OR TOPOGRAPHIC SURVEY WERE CONDUCTED. A TITLE SEARCH HAS NOT BEEN COMPLETED.
- SNOW STORAGE SHOWN HEREON ARE APPROXIMATE. REFER TO THE FOLLOWING DOCUMENTS:
 - COPPER RANCH IN HALEY PHASE 1, INSTRUMENT NUMBER 509347
 - COPPER RANCH IN HALEY PHASE 2, INSTRUMENT NUMBER 524364
 - COPPER RANCH IN HALEY PHASE 4, INSTRUMENT NUMBER 53287
 - COPPER RANCH IN HALEY PHASE 5, INSTRUMENT NUMBER 540813
 - A PORTION OF A PORTION OF COPPER RANCH IN HALEY PHASE 5, INSTRUMENT NUMBER 55587
- SNOW REMOVAL AND STORAGE AREAS SHOWN HEREON WERE DETERMINED BY COMPUTER METHOD.
- EXISTING PEDESTRIAN WALKWAYS ARE NOT INCLUDED IN THE BELOW SNOW REMOVAL AREA. SNOW STORAGE FOR EXCLUDED WALKWAYS IS ASSUMED TO BE LOCATED DIRECTLY ADJACENT TO THE RESPECTIVE WALKWAYS.

LEGEND

EXISTING ITEMS

- APPROXIMATE ADJOINING PROPERTY LINE
- - - APPROXIMATE CENTERLINE OF ROAD
- APPROXIMATE SNOW REMOVAL AREA
- ▨ APPROXIMATE PLATTED SNOW STORAGE AREA (PHASE 1-5)
- ▩ PROPOSED SNOW STORAGE AREA (PHASE 6)
- ▧ APPROXIMATE PLATTED SNOW STORAGE AREA TO BE VACATED

SNOW STORAGE SUMMARY

COPPER RANCH PHASES 1-5

EXISTING SNOW REMOVAL AREA = ± 118,300 SF
 EXISTING SNOW STORAGE AREA = ± 34,420 SF
 EXISTING SNOW STORAGE AREA TO BE VACATED = ± 720 SF
 EXISTING SNOW STORAGE AREA TO REMAIN = ± 33,700 SF

COPPER RANCH PHASE 6 (INCLUDING PROPOSED PARKING LOT)

PROPOSED SNOW REMOVAL AREA = ± 24,250 SF
 PROPOSED SNOW STORAGE AREA = ± 3,775 SF

COPPER RANCH ALL PHASES

TOTAL SNOW REMOVAL AREA = ± 142,550 SF
 TOTAL REQUIRED SNOW STORAGE AREA = ± 35,538 SF (25%)
 TOTAL PROPOSED SNOW STORAGE AREA = ± 37,475 SF (26.3%)



PURPOSE: ISSUE FOR DESIGN REVIEW (04/19/2023)

REVISION NO.	DATE	DESCRIPTION

**PRELIMINARY
NOT FOR
CONSTRUCTION**

COPPER RANCH SNOW STORAGE EXHIBIT

COPPER RANCH PHASE 5
 PREPARED BY: LDC EQUITIES GROUP, DANO, LLC

22059
 PROJECT NUMBER

SNOW

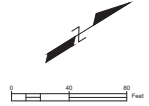
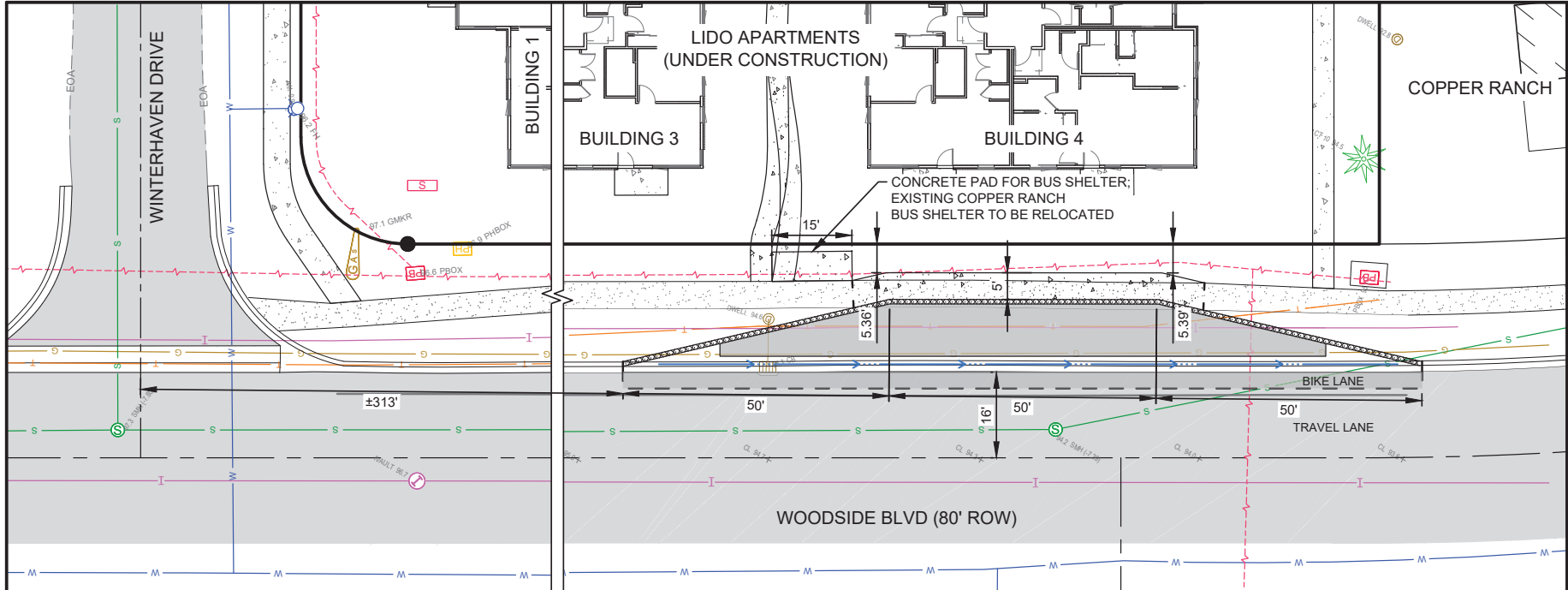


Exhibit C

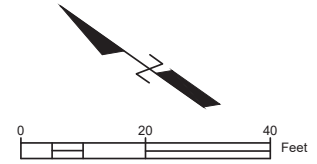


NOTES

1. EXISTING CONDITIONS SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING.
2. LIDO APARTMENT PROPOSED CONDITIONS SHOWN HEREON ARE PER DESIGN DRAWING BY GALENA ENGINEERING.

LEGEND

EXISTING ITEMS	PROPOSED ITEMS
PROPERTY BOUNDARY	SAWCUT
ADJOINING LOT LINE	ASPHALT
ROAD CENTERLINE	CONCRETE SIDEWALK
ASPHALT	CONCRETE ROLLED CURB
CONCRETE	VALLEY CURB
CONCRETE ROLLED CURB	
ROAD PAINT	
WATER MAIN	
FIRE HYDRANT	
SEWER MAIN	
SEWER MANHOLE	
IRRIGATION MAIN	
IRRIGATION VALVE BOX	
UNDERGROUND POWER LINE	
POWER BOX	
UNDERGROUND GAS LINE	
GAS MARKER	
UNDERGROUND COMMUNICATIONS LINE	
COMMUNICATIONS VAULT	



OPAL ENGINEERING, PLLC
P.O. BOX 2530 • HAILEY, ID 89333
WWW.OPAL-ENGINEERING.COM

**CONCEPTUAL BUS STOP
RELOCATED COPPER RANCH STOP**

COPPER RANCH PHASE 5
 PREPARED FOR LIDO EQUITIES GROUP- IDAHO, LLC

22059
PROJECT NUMBER

EX

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

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

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

BACKGROUND: The Hailey City Council conducted a public hearing on this project on May 22, 2023. After deliberation and discussion, the Council voted to approve the Preliminary Plat Application, subject to conditions. The Findings of Fact, Conclusions of Law and Decision are attached to this report.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Preliminary Plat of ARCH Shenandoah Subdivision 3.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion to approve the Findings of Fact, Conclusions of Law and Decision for the Preliminary Plat of ARCH Shenandoah Subdivision 3.

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 May 22, 2023, the Hailey City Council considered and approved a Preliminary Plat Application by ARCH Community Housing Trust, Inc., represented by Galena Engineering, wherein Lot 1 and Lot 2, Block 21, Woodside Subdivision #6 are reconfigured to form three (3) lots. Lot 1 would be 11,105 square feet in size; Lot 2 would be 11,080 square feet; Lot 3 would be 29,763 square feet in size. A total of twelve (12) additional residential units are proposed on Lot 3; eight (8) residential units are existing and located on Lot 1 and Lot 2. The total number of units located within the proposed 1.2-acre subdivision is twenty (20) units.

The project, known as ARCH Shenandoah Subdivision 3, is located along Shenandoah Drive (2711 & 2721 Shenandoah Drive), in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

FINDINGS OF FACT

Notice: Notice for the public hearing was published as a display ad in the Idaho Mountain Express on May 3, 2023, and mailed to property owners within 300 feet on May 3, 2023. No additional notices were sent, or publications made.

Background and Project Overview: On May 22, 2023, the Hailey City Council considered and approved a Preliminary Plat Application by ARCH Community Housing Trust, Inc., represented by Galena Engineering, wherein Lot 1 and Lot 2, Block 21, Woodside Subdivision #6 are reconfigured to form three (3) lots. Lot 1 would be 11,105 square feet in size; Lot 2 would be 11,080 square feet; Lot 3 would be 29,763 square feet in size. A total of twelve (12) additional residential units are proposed on Lot 3; eight (8) residential units are existing and located on Lot 1 and Lot 2. The total number of units located within the proposed 1.2-acre subdivision is twenty (20) units. The Hailey Planning and Zoning Commission also reviewed and approved the Preliminary Plat Application on March 21, 2022. Any comments, suggestions, and/or recommendations have been incorporated herein. The Council was in favor of the Preliminary Plat Application as proposed, and they did not offer any comments, suggestions, or recommendations at the May 22, 2023 public hearing.

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

A Planned Unit Development (PUD) Agreement was reviewed and approved by the Hailey City Council on April 25, 2022, and a Design Review Application was approved by the Hailey Planning and Zoning Commission on August 15, 2022.

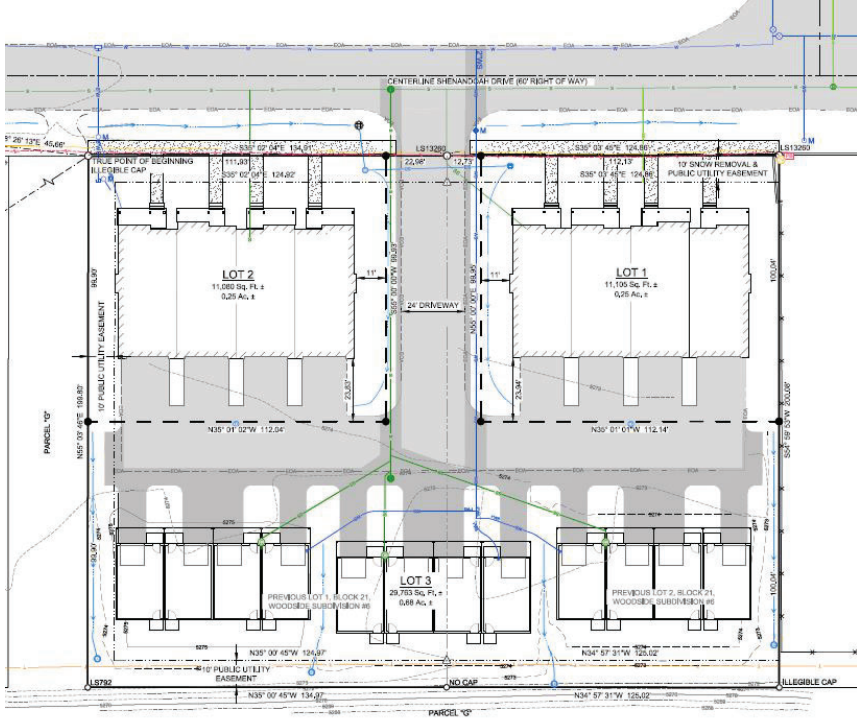
Project Proposal: Under the PUD Agreement and as a Public Amenity, the Applicant is proposing that four (4) of the twelve (12) units be reserved for hospital employees for which rent will be based on income and will not exceed more than thirty (30) percent of the employee's adjusted gross income. The remaining eight (8) units will be rent-restricted units for other area employers or residents, rented at a maximum rent of 30% of adjusted gross income for that household.

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

Procedural History: The Preliminary Plat Application was submitted on February 2, 2022 and certified complete on February 2, 2022. A public hearing before the Hailey Planning and Zoning Commission was held on April 7, 2022 in the City Council Chambers and virtually via GoTo Meeting. A subsequent public hearing before the Hailey City Council was also held on May 22, 2023 in the City Council Chambers and virtually via GoTo Meeting.

Standards of Evaluation for a Subdivision				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.06.050	Complete Application <i>Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Department Comments	Engineering: No Comments
			Life/Safety: Per the Fire Chief the parking access lane should be 26' wide.	
			Water and Sewer: The Wastewater Division recommends that sewer services be positioned at the center of each building unit. This has been made a Condition of Approval.	
			<i>The Water Division is requesting that the Applicant provide a statement of compliance that three (3) units behind the single meter are in conformance with the DEQ Plumbing MOU. This has also been made a Condition of Approval. <u>Finding: Compliance.</u> These standards have been met.</i>	
			Building: No comments	
			Streets: No comments	
			Landscaping/Parks: No comments	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.010 Development Standards	Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.
			<i>Staff Comments</i>	<i>Please refer to the specific standards as noted herein.</i>
16.04.020: Streets:				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
			16.04.020	Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.

			<i>Staff Comments</i>	<p>The subject parcels are located along Shenandoah Drive, an existing street. An existing 24'-wide asphalt parking access lane exists from Shenandoah Drive and a 26'-wide parking access lane behind existing Lots 1 and 2 is in place to service the existing units. The Applicant intends to increase the width of the existing 24' parking access lane to 28' in width. This services all units, both new and existing, within the development.</p> <p>All driveways are oriented toward the parking access lanes; all onsite parking is located within and/or in front of the proposed structures.</p> <p>Existing street alignments for Shenandoah Drive are adequate to safely accommodate existing and anticipated vehicular traffic.</p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.</p>
			<i>Staff Comments</i>	<i>N/A, as no cul-de-sacs or dead-end streets and alleys are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions, or other factors that could limit access.</p>
			<i>Staff Comments</i>	<p><i>Access to the site can be achieved from Shenandoah Drive. Vehicle congestion, terrain and other factors that could limit access are not anticipated.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	<p>Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.</p>
			<i>Staff Comments</i>	<p><i>The subject parcels are located along Shenandoah Drive, an existing street. An existing 24'-wide asphalt parking access lane exists from Shenandoah Drive, which will be widened with the construction of the additional units to 28' in width to meet Fire Department requirements. A 28'-wide parking access lane behind existing Lots 1 and 2 will service the new units. No three-way intersections are proposed at this time, and it appears that all streets are interesting at 90-degree angles.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	<p>Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.</p>

			Staff Comments	<i>N/A, as Shenandoah Drive is existing. The parking access lane off of Shenandoah Drive is also existing and is 24' in width. This lane will be widened to 28' in width, which will service all units, both new and existing. No traffic calming measures exist or are proposed at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F.	<p>Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.</p> <p>Staff Comments</p> <p><i>The existing parking access lanes are 24' in width. Both will be widened to 28' in width to comply with IFC regulations.</i> <i>Finding: Compliance. This standard has been met.</i></p> 
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G.	<p>Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.</p> <p>Staff Comments</p> <p><i>Shenandoah Drive is existing. The parking access lanes service the proposed project. Roadway travel surfaces and widths meet City Standards.</i> <i>Finding: Compliance. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H.	<p>Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.</p> <p>Staff Comments</p> <p><i>The site is generally flat and the public road, Shenandoah Drive, is existing. Road grades appear to be at least two (2%) percent or greater, but not more than six (6%) percent.</i> <i>Finding: Compliance. This standard has been met.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I.	<p>Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA’s “NPDES General Permit for Storm water Discharge from Construction Activity” for all construction activity affecting more than one acre.</p>
			<i>Staff Comments</i>	<p><i>The City Engineer will review all proposed storm sewers, drywells, and other drainage facilities. Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	J.	<p>Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.</p>
			<i>Staff Comments</i>	<p><i>N/A, as it doesn’t appear that street and traffic control signs are needed at this time. If signage is needed, any and all new signage shall be installed per City Standards, which a final review and approval will be conducted prior to issuance of a Building Permit.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	K.	<p>Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.</p>
			<i>Staff Comments</i>	<p><i>The streets within the proposed project are existing platted streets, including Shenandoah Drive. The internal parking access lanes are also existing and will be privately maintained.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
			L.	<p>Private Streets:</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 1.	<p>Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner’s association.</p>
			<i>Staff Comments</i>	<p><i>N/A, as no private streets are proposed. Parking access lanes exist (both will be widened) and will be maintained by the homeowner’s association.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 2.	<p>Private streets, wherever possible, shall provide interconnection with other public streets and private streets.</p>
			<i>Staff Comments</i>	<p><i>The parking access lanes exist and connect to the public street, Shenandoah Drive.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 3.	<p>The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.</p>
			<i>Staff Comments</i>	<p><i>N/A, as no private streets are proposed.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 4.	<p>Private street names shall not end with the word “Road”, “Boulevard”, “Avenue”, “Drive” or “Street”. Private streets serving five (5) or fewer dwelling units shall not be named.</p>
			<i>Staff Comments</i>	<p><i>N/A, as no private streets are proposed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 5.	<p>Private streets shall have adequate and unencumbered 10-foot-wide snow storage easements on both sides of the street, or an accessible dedicated snow storage</p>

				<p>easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.</p>
			<i>Staff Comments</i>	<p>No private streets are proposed. There is an existing 10'-wide Snow Removal and Public Utility Easement that exists along the property frontage of Shenandoah Drive. This easement will be utilized for snow removal purposes. The Snow Storage Exhibit prepared by the Applicant proposes 14,554 square feet of parking, hardscape, and pedestrian circulation. Twenty-five percent (25%) of 14,544 square feet is approximately 3,640 square feet. The Applicant is proposing approximately 4,870 square feet for snow storage, as shown in the attached Snow Storage Exhibit. <i>Finding: Compliance. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. 6.	<p>Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10'x20') if angle parking, or ten feet by twenty-four feet (10'x24') if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.</p>
			<i>Staff Comments</i>	<p>Per the Hailey Municipal Code, Multifamily Dwellings are required to provide at least 1.5 onsite parking spaces. For proposed Lot 3, there will be 12 additional residential units; therefore, 18 additional onsite spaces are required. The site plan shows a total of 24 onsite parking spaces: a one-car garage and a one-car driveway space per unit. No off-street parking is proposed, and no guest parking is proposed, nor is it required, as there are no existing or proposed private streets. <i>Finding: Compliance. This standard has been met.</i></p>
			M.	<p>Driveways:</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 1.	<p>Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.</p>
			<i>Staff Comments</i>	<p>The proposed residential units can be accessed from parking access lanes off of Shenandoah Drive. All driveways are oriented toward the access lanes and all onsite parking is located within and/or in front of the proposed structures. <i>Finding: Compliance. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 2.	<p>Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:</p> <ul style="list-style-type: none"> a) Accessing one residential unit: twelve feet (12') b) Accessing two residential units: sixteen feet (16') <p>No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.</p>
			<i>Staff Comments</i>	<p>The private access lanes are existing and constructed of an all-weather surface. All driveways will be constructed of an all-weather surface. The parking access lanes are 24' in width and 26' in width; both will be widened to 28' in width. This has been made a Condition of Approval. <i>Finding: Compliance. This standard has been met.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M. 3.	Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.
			<i>Staff Comments</i>	<i>N/A, as no driveways exceed 150'.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 4.	Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.
			<i>Staff Comments</i>	<i>All driveways and the existing parking access lanes will be managed and maintained by the homeowner's association. Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 5.	The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.
			<i>Staff Comments</i>	<i>The plat needs to be modified to show the parking access lanes as a platted parcel or dedicated driveway easement, and shall reflect the appropriate road width of 28'. This has been made a Condition of Approval. Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 6.	No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.
			<i>Staff Comments</i>	<i>All driveways are oriented internally toward the parking access lanes. Said driveways do not appear to impact existing infrastructure and appear to be compatible with existing and planned residential units. Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N.	Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
			<i>Staff Comments</i>	<i>The parking access lanes are existing and have been reviewed by the Fire Chief as to their functioning as access lanes. These lanes will be acceptable and comply with the IFC Requirements, as well as other applicable codes and ordinances if widened to a minimum of 26' in width. The Applicant intends to widen the lanes to 28' in width. Finding: Compliance. This standard will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O.	Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.020(N), comments noted above, for further information. Finding: Compliance. This standard will be met.</i>
16.04.030: Sidewalks and Drainage Improvements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.
			<i>Staff Comments</i>	<i>A 5'-wide sidewalk is existing and shown along the property frontage of Shenandoah Drive. To safely access each unit located along Shenandoah Drive, sidewalk connections were made during construction of the first eight (8)</i>

				<p>residential units. These sidewalks comply with City Standards and no additional sidewalks are proposed at this time.</p> <p>Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit.</p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.</p> <p><i>Staff Comments</i> Please refer to Section 16.04.030(A), comments noted above, for further information.</p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.</p> <p><i>Staff Comments</i> A 5'-wide sidewalk is existing and shown along the property frontage of Shenandoah Drive. To safely access each unit located along Shenandoah Drive, sidewalk connections were made during construction of the first eight (8) residential units. These sidewalks comply with City Standards and no additional sidewalks are proposed at this time.</p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	<p>Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.</p> <p><i>Staff Comments</i> Please refer to Section 16.04.030 for further information.</p> <p><i>Finding: Compliance. This standard will be met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	<p>The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.</p> <p><i>Staff Comments</i> N/A.</p>
16.04.040: Alleys and Easements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
			A.	Alleys:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	<p>Alleys shall be provided in all Business District and Limited Business District developments where feasible.</p> <p><i>Staff Comments</i> N/A, as no alleys exist. A 10'-wide Snow Removal and Public Utility Easement exists along the property frontage of Shenandoah Drive. A 10'-wide Public Utility Easement exists along the northern property boundary, and a 10'-wide Public Utility Easement exists to the rear of the parcel. These easements will serve as public utility easements for the site.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 2.	<p>The minimum width of an alley shall be twenty-six (26') feet.</p> <p><i>Staff Comments</i> N/A, as no alley are proposed or existing.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 3.	<p>All alleys shall be dedicated to the public or provide for public access.</p> <p><i>Staff Comments</i> The parking access lanes are existing (both to be widened) and shall serve the existing and proposed residential units. These lanes are proposed to function as access for the site. Easements located along the north, east and west property lines serve as public utility easements for the site.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 4.	<p>All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.</p>

			<i>Staff Comments</i>	<i>All infrastructure to the site will be installed underground. Such infrastructure will be installed within the existing Public Utility Easements and/or within the parking access lanes. Finding: Compliance. This standard will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 5.	Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.
			<i>Staff Comments</i>	<i>No alleys exist and/or are proposed. The parking access lanes (one to be widened) are intended to serve the proposed and existing residential units. These lanes are proposed to function as access, as well as be a site for various utilities and infrastructure. Public Utility Easements also exist along the north, east and west property lines. A Grading and Drainage Plan and been submitted and appears to be adequate for the site. Finding: Compliance. This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 6.	Dead-end alleys shall not be allowed.
			<i>Staff Comments</i>	<i>N/A, as no dead-end alleys are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 7.	Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.
			<i>Staff Comments</i>	<i>Easements are currently shown for utilities along the north, east and west property lines and within 10'-wide Public Utility Easements. The parking access lanes are also proposed to function as access, as well as be a site for various utilities and infrastructure. Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot-wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.
			<i>Staff Comments</i>	<i>N/A, as this site does not border the Big Wood River.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District.

				<p>The riparian setback easement shall be fenced off during any construction on the property.</p> <p><i>Staff Comments</i> No natural resource, riparian area, hazardous area, or other limitation requires an easement, as specified above, for the proposed subdivision.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	<p>To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.</p> <p><i>Staff Comments</i> There is an existing 10'-wide Snow Removal and Public Utility Easement that exists along the property frontage of Shenandoah Drive. This easement will be utilized for snow removal purposes. The Snow Storage Exhibit prepared by the Applicant proposes 14,554 square feet of parking, hardscape, and pedestrian circulation. Twenty-five percent (25%) of 14,544 square feet is approximately 3,640 square feet. The Applicant is proposing approximately 4,870 square feet for snow storage, as shown in the attached Snow Storage Exhibit. <i>Finding: Compliance. This standard has been met.</i></p>
16.04.050: Blocks				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.050	<p>Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.</p> <p><i>Staff Comments</i> N/A, as no blocks are proposed.</p>
16.04.060: Lots				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060	<p>Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the district in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.</p> <p><i>Staff Comments</i> All lots conform to the minimum standards for lots located within the LB Zoning District. Lot 1 and 2 are existing and are approximately 11,000 square feet in size. Proposed Lot 3 is 29,763 square feet in size. Overall, the site is approximately 1.2 acres in size. Within the LB Zoning District, the Applicant is permitted to construct 24 units per acre. The Applicant is proposing to construct 20 units per acre and is offering the following amenities: - The Applicant is proposing that four (4) of the twelve (12) units be reserved for hospital employees for which rent will be based on income and will not exceed more than thirty (30) percent of the employee's adjusted gross income. The remaining eight (8) units will be rent-restricted units for other area employers or residents rented at a maximum rent of 30% of adjusted gross income for that household. <i>Finding: Compliance. This standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	<p>If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and</p>

				provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.
			<i>Staff Comments</i>	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot-wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).
			<i>Staff Comments</i>	N/A, as no double frontage lots are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as “parcels” on the plat. Green Space shall be clearly designated as such on the plat.
			<i>Staff Comments</i>	No unbuildable lots are platted but may be added to address the platted parcel or dedicated driveway easement noted above. <i>Finding: Compliance. This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.
			<i>Staff Comments</i>	N/A, as no flag lots are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E.	All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.
			<i>Staff Comments</i>	The Applicant is proposing to reconfigure the existing parcels from two (2) lots to three (3) lots. All lots have frontage on the public street, Shenandoah Drive. The frontage for the back (flag) lot is greater than 26’ in width, which is the width required by the Fire Chief for access. <i>Finding: Compliance. This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F.	In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e., lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.
			<i>Staff Comments</i>	N/A, as this project is not located within the Townsite Overlay (TO) Zone District.

16.04.070: Orderly Development

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.
			<i>Staff Comments</i>	The Applicant is proposing a three-phase development with Phase I to include construction of one (1), four-unit building beginning in July 2022, with completion by Summer 2023. Subsequent phases, one (1) building per phase,

				<p>are expected to be constructed over the next six (6) years. Each phase will have the ability to stand on its own, and each building will be constructed within approximately one (1) calendar year. Development of a Phasing Plan and Agreement are currently underway.</p> <p><u>Finding: Compliance. This standard has been met.</u></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Agreement: Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.</p>
			<i>Staff Comments</i>	<p>The Applicant is proposing a three-phase development with Phase I to include construction of one (1), four-unit building beginning in July 2022, with completion by Summer 2023. Subsequent phases, one (1) building per phase, are expected to be constructed over the next six (6) years. Each phase will have the ability to stand on its own, and each building will be constructed within approximately one (1) calendar year. Development of a Phasing Plan and Agreement are currently underway.</p> <p><u>Finding: Compliance. This standard has been met.</u></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	<p>Mitigation of Negative Effects: No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:</p> <ul style="list-style-type: none"> a) Provision of on-site or off-site street or intersection improvements. b) Provision of other off-site improvements. c) Dedications and/or public improvements on property frontages. d) Dedication or provision of parks or green space. e) Provision of public service facilities. f) Construction of flood control canals or devices. g) Provisions for ongoing maintenance.
			<i>Staff Comments</i>	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	<p>When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:</p> <ol style="list-style-type: none"> 1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic. 2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations. 3. Water main lines and sewer main lines shall be designed in the most effective layout feasible. 4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible. 5. Park land shall be most appropriately located on the Contiguous Parcels. 6. Grading and drainage shall be appropriate to the Contiguous Parcels. 7. Development shall avoid easements and hazardous or sensitive natural resource areas. <p>The commission and council may require that any or all contiguous parcels be included in the subdivision.</p>
			<i>Staff Comments</i>	N/A.

16.04.080: Perimeter Walls, Gates and Berms				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080	The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.
			<i>Staff Comments</i>	<i>N/A, as no perimeter walls, gates, landscape berms or retaining walls are proposed.</i>
16.04.090: Cuts, Fills, Grading and Drainage				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>The proposed subdivision complements the pattern of the surrounding area and greater Woodside Subdivision. No mature landscaping exists on proposed Lot 3, and lawn, shrubs and deciduous trees were planted prior to the completion of the first eight (8) units located on Lots 1 and 2.</i> <i>The Applicant has submitted a Landscape Plan that incorporates a variety of native, compatible plants and ground cover types, providing a drought tolerant, low water use, and low maintenance landscape.</i> <i>Finding: Compliance. This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.
			<i>Staff Comments</i>	<i>N/A, as the City Engineer has not required a Soils Report from the Applicant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information: a) Proposed contours at a maximum of two (2) foot contour intervals; b) Cut and fill banks in pad elevations; c) Drainage patterns; d) Areas where trees and/or natural vegetation will be preserved; e) Location of all street and utility improvements including driveways to building envelopes; and f) Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.
			<i>Staff Comments</i>	<i>Grading has been developed for proposed Lot 3 and the surrounding area. Preliminary grading, drainage, and any street and utility improvements will be reviewed at final design by the City Engineer. No concerns have been noted at this time.</i> <i>Finding: Compliance. This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Design Standards: The proposed subdivision shall conform to the following design standards:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 1.	Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.

			Staff Comments	<i>Very little grading will be necessary as the site is relatively flat. That said, a Grading Plan has been submitted and will be reviewed and approved by the City Engineer prior to issuance of a Building Permit. Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 2.	Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.
			Staff Comments	<i>The site is relatively flat and appears to be well suited for development. That said, City Staff strongly encourages the Applicant to reduce the amount of turf planted. By reducing the amount of turf on any new lot or subdivision, we can better reduce unnecessary water consumption and usage. We've implemented these and/or similar standards, as noted below, in other subdivisions across Hailey (Sunbeam Subdivision, Colorado Gulch Preserve Subdivision, and Winterhaven Estates Subdivision) to reduce water consumption and usage. As such, the following shall be added as a plat note and applicable to Lots 1 and 2 (for redevelopment) and Lot 3 (for development): "The following turf landscape restrictions shall apply on proposed Lot 3, and existing Lots 1 and 2 if redevelopment occurs: i. A maximum of forty percent (40%) of the total land area may be turf. ii. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional. iii. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent". iv. Artificial turf may also be utilized as an alternative to real turf. This has been made a Condition of Approval. The Commission discussed the turf landscape restrictions and recommended that artificial turf be added as an alternative to the utilization of real turf. Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.
			Staff Comments	<i>Erosion control and re-vegetation shall be included in final design. Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 4.	Where cuts, fills or other excavation are necessary, the following development standards shall apply: a) Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b) Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).

				<p>c) Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability.</p> <p>d) Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.</p> <p>e) Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.</p>
			<i>Staff Comments</i>	<p><i>Proposed grading and drainage appear to be adequate for the site but shall meet the approval of the City Engineer.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 5.	<p>The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water Discharge from Construction Activity" for all construction activity affecting more than one acre.</p>
			<i>Staff Comments</i>	<p><i>A Drainage Plan has been submitted and storm water will be retained onsite. Runoff is within the landscaped/parking areas and is directed to drywells, as noted on the Drainage Plan. The Drainage Plan will be further reviewed and approved by the City Engineer prior to issuance of a Building Permit.</i></p> <p><i>Permits shall be obtained for installation of all drywells. This has been made a Condition of Approval.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
16.04.100: Overlay Districts				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
			A.	Flood Hazard Overlay District:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Flood Hazard Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 2.	Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Flood Hazard Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 3.	Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located adjacent to the Big Wood River or its tributaries.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Hillside Overlay District:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Hillside Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.

			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Hillside Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 3.	All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.
			<i>Staff Comments</i>	<i>N/A, as the proposed subdivision is not located within the Hillside Overlay District.</i>
16.04.110: Parks, Pathways and Other Green Spaces				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.
			<i>Staff Comments</i>	<p><i>The Applicant has submitted a Planned Unit Development Agreement concurrently with this application, as well as a Design Review Preapplication and full Application. The PUD Development Agreement, approved on April 25, 2022 by the Hailey City Council, outlines several community benefits through the provision of affordable housing:</i></p> <p><i>On this 1.2-acre, Limited Business (LB) zoned property, there is a potential for 24 units. Of those 24 units, eight (8) existing units (33% of total potential units) are financed through Idaho Housing and Finance Association (IHFA) to households earning 60% or less of Area Median Income. The existing units make up 40% of proposed units.</i></p> <p><i>The Applicant is further proposing that four (4) of the twelve (12) new units be reserved for hospital employees for which rent will be based on income and will not exceed more than thirty (30) percent of the employee’s adjusted gross income. The remaining eight (8) units will be rent-restricted units for other area employers or residents rented at a maximum rent of 30% of adjusted gross income for that household.</i></p> <p><i>By providing such benefits, the Applicant is requesting a waiver of the Park Dedication and/or Park Payment In-Lieu Fee, outlined in Section 16.04.110.A1. If approved, no green space/park requirements or park land improvements will be required by the city, unless otherwise specified in the Development Agreement, or agreed to, in writing.</i></p> <p><i>The Council discussed the location of the project in proximity to municipal parks: Keefer Park is approximately 0.5 miles from the proposed development; Kiwanis (Balmoral) Park is approximately 0.7 miles from the proposed development; and Founders Field is approximately 1.2 miles from the proposed development. Given its proximal position to municipal parks, the Council agreed that the affordable housing amenity proposed is more valuable than the installation of a new park and/or payment of park in-lieu fees. The Council agreed to accept the waiver to the park dedication and park in-lieu fees.</i> <i>Finding: Compliance. This standard has been met.</i></p>
			A. 1.	Parks:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1. a.	The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the

				<p>subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:</p> <p>$P = x$ multiplied by .0277</p> <p>“P” is the Parks contribution in acres</p> <p>“x” is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.</p>
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.1.b	In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a park shall be reduced by 75%, but in no event shall the area required for a park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	<p>Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.</p>
			<i>Staff Comments</i>	<p><i>A 5'-wide sidewalk is existing and shown along the property frontage of Shenandoah Drive. To safely access each unit located along Shenandoah Drive, sidewalk connections were made during construction of the first eight (8) residential units. These sidewalks comply with City Standards and no additional sidewalks are proposed at this time.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:</p> <ul style="list-style-type: none"> a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), c) Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units. d) Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.
			<i>Staff Comments</i>	<i>N/A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such

				recommendation will be based on compliance with the master plan and provisions of this ordinance.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
			D.	Minimum Requirements:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 1.	Private Green Space: Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110(A.1.a) for further information.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 2.	Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 3.	Mini Park: A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 4.	Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 5.	Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The city may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a park for every square foot of qualified dedicated Pathway right-of-way.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 1.	Shall meet the minimum applicable requirements required by Subsection D of this section.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 2.	Shall provide safe and convenient access, including ADA standards.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 3.	Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 4.	Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 5.	Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 6.	Shall require low maintenance or provide for maintenance or maintenance endowment.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F.	Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. 1.	Shall meet the minimum applicable requirements required by Subsection D of this section.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. 2.	Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G.	Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 1.	Shall meet the minimum applicable requirements required by section 4.10.04 of this section.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 2.	Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 3.	The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 4.	The private ownership and maintenance of green space shall be adequately provided for by written agreement.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
			H.	In-Lieu Contributions:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 1.	After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 2.	The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., \$/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of these ordinances. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 3.	Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 4.	In-lieu contributions must be segregated by the city and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.
			<i>Staff Comments</i>	<i>N/A. Please refer to Section 16.04.110 for further detail.</i>

16.05: Improvements Required:

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.010	Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.
			<i>Staff Comments</i>	<i>The Applicant intends to construct all necessary infrastructure if the project is approved. Finding: Compliance. This standard will be met</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Plans Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer’s written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.

			<i>Staff Comments</i>	<i>Finding: Compliance. This standard will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.
			<i>Staff Comments</i>	<i>Finding: Compliance. This standard will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except those parks shall be guaranteed and maintained by the developer for a period of two years.
			<i>Staff Comments</i>	<i>Finding: Compliance. This standard will be met.</i>
16.05.020: Streets, Sidewalks, Lighting, Landscaping				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.020	Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.
			<i>Staff Comments</i>	All public infrastructure shall meet City specifications. No streetlights are needed or proposed at this time. <i>Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or their authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)
			<i>Staff Comments</i>	Any and all street cuts for the installation of the water and sewer mains shall be per this standard. Connection details to the existing water and wastewater systems shall be approved by the Water and Wastewater Divisions prior to construction. Street cuts shall be approved by the Streets Division prior to construction. All infrastructure will be approved by the city prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures. <i>Finding: Compliance. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.
			<i>Staff Comments</i>	Street names and signage exist and meet this standard. <i>Finding: Compliance. This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance.

			<i>Staff Comments</i>	<i>N/A, as no streetlights are shown and/or proposed.</i>
16.05.030: Sewer Connections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.030	<p>Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.</p>
			<i>Staff Comments</i>	<p><i>Connection details to the existing sewer system shall be approved by the Wastewater Division prior to construction. All infrastructure will require detailed final construction drawings, to be submitted to the city and approved by the city prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.</i></p> <p><i>The Wastewater Division recommends that the Applicant position sewer services at the center of each building unit. This has been made a Condition of Approval.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
16.05.040: Water Connections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.</p>
			<i>Staff Comments</i>	<p><i>Connection details to the existing water system shall be approved by the Water Division prior to construction. All infrastructure will require detailed final construction drawings, to be submitted to the city and approved by the city prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures.</i></p> <p><i>Finding: Compliance. This standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.</p>
			<i>Staff Comments</i>	<i>N/A, as this project is not within the Townsite Overlay (TO) District.</i>
16.05.050: Drainage				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.050	<p>Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)</p>
			<i>Staff Comments</i>	<i>Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to issuance of a Building Permit.</i>

				<i>Finding: Compliance. This standard has been met.</i>
16.05.060: Utilities				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.060	Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.
			<i>Staff Comments</i>	<i>All utilities are shown to be installed underground and within either the existing Public Utility Easements located along the north, east and west or the existing private access lanes. Staff further recommends that the Applicant consider wiring for electric car charging and/or future solar power generation. Finding: Compliance. This standard has been met.</i>
16.05.070: Parks, Green Space				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.070	Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.
			<i>Staff Comments</i>	<i>See Section 16.04.110 for further detail. Finding: Compliance. This standard has been met.</i>
16.05.080: Installation to Specifications; Inspections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.080	Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the city engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.
			<i>Staff Comments</i>	<i>An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure compliance with City of Hailey code. The city will need to select an inspector, to be paid for by the Applicant, for all water, sewer, and roadway infrastructure during construction. Finding: Compliance. This standard will be met.</i>
16.05.090: Completion; Inspections; Acceptance				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the city prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.
			<i>Staff Comments</i>	<i>Finding: Compliance. This standard will be met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	The developer may, in lieu of actual construction, provide to the city security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)
			<i>Staff Comments</i>	<i>N/A, as the completion of all major infrastructure by the Developer is preferred over bonding.</i>
16.05.100: As Built Plans and Specifications				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.100	As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of “as-built plans and specifications” certified by the developer’s engineer shall be filed with the City engineer. (Ord. 1191, 2015)

			<i>Staff Comments</i>	<i>As built drawings will be required. Finding: Compliance. This standard will be met.</i>
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CONCLUSIONS OF LAW

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

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

DECISION

The Preliminary Plat Application by ARCH Community Housing Trust, Inc., represented by Galena Engineering, wherein Lot 1 and Lot 2, Block 21, Woodside Subdivision #6, are reconfigured to form three (3) lots. Lot 1 would be 11,105 square feet in size; Lot 2 would be 11,080 square feet; Lot 3 would be 29,763 square feet in size, and located along Shenandoah Drive (2711 & 2721 Shenandoah Drive), in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District, was approved, and meets the standards of approval set forth in the Hailey Municipal Code. This project is recommended for approval by the Hailey City Council, subject to the following conditions, (a) through (i), and noted below:

General Conditions:

- a) All conditions of the Planned Unit Development approval and PUD Agreement shall be met.
- b) All Fire Department and Building Department requirements shall be met.
- c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:
 - i. Permits shall be obtained for installation of all drywells.
 - ii. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
 - iii. The Applicant shall position sewer services at the center of each building unit.
 - iv. The Applicant shall provide a statement of compliance that three (3) units behind the single meter are in conformance with the DEQ Plumbing MOU.
 - v. Additional infrastructure improvements were addressed in Design Review (Findings of Fact (dated September 6, 2022) and have been made Conditions of Approval under the Design Review approval.
- d) All improvements and all improvements within the public right-of-way shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
- e) The Final Plat must be submitted within two (2) calendar years from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.

- f) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.

Streets and Right-of-Ways:

- g) The existing parking access lane shall be increased to a width of 26’.
h) The area designated for a parking access aisle/driveway serving more than one (1) dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement.

Other:

- i) The following shall be added as a plat note and applicable to proposed Lot 3, as well as to existing Lots 1 and 2, if redevelopment occurs:
“The following turf landscape restrictions shall apply on proposed Lot 3, and existing Lots 1 and 2 if redevelopment occurs:
i. A maximum of forty percent (40%) of the total land area may be turf.
ii. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.
iii. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent”.
iv. Artificial turf may also be utilized as an alternative to real turf.

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

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

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AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development Dept. **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Motion to approve the Summary for Ordinance No. 1325, an ordinance amending Title 17: Zoning Regulations, Section 17.05: District Use Matrix.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 18
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Council waived the second reading and conducting the third reading of Ordinance No. 1325, an ordinance of the city of Hailey, Idaho, amending, consolidating, and reorganizing the Hailey Municipal code, Title 17: Zoning Regulations, Chapter 17.05 Official Zoning Map and District Use Matrix, Section 17.05.040, District Use Matrix; and amending related definitions in Title 17: Zoning Regulations, Chapter 17.02, Section 17.02.020 Meaning of Terms or Words, on May 22, 2023.

The attached is a Summary of Ordinance 1325 for review and approval by Council, at the public hearing on June 13, 2023.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve the Summary for Ordinance No. 1325, an ordinance amending Title 17: Zoning Regulations, Section 17.05: District Use Matrix.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

SUMMARY OF HAILEY ORDINANCE NO. 1325

The Following is a summary of the principal provisions of Ordinance No. 1325 of the City of Hailey, Idaho, duly passed and adopted May 22, 2023, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING, CONSOLIDATING, AND REORGANIZING THE HAILEY MUNICIPAL CODE, TITLE 17: ZONING REGULATIONS, CHAPTER 17.05 OFFICIAL ZONING MAP AND DISTRICT USE MATRIX, SECTION 17.05.040, DISTRICT USE MATRIX; AND AMENDING RELATED DEFINITIONS IN TITLE 17: ZONING REGULATIONS, CHAPTER 17.02, SECTION 17.02.020 MEANING OF TERMS OR WORDS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1325 Amends Hailey Municipal Code as follows:

Section 1 provides modification by amendment and addition to Title 17 Zoning Regulations, Chapter 17.02 Definitions, Section 17.02.020 Meaning of Terms or Words.

Section 2 provides modification of Title 17 Zoning Regulation, Chapter 17.05 Official Zoning Maps and District Use Matrix, Section 17.05.040 District Use Matrix, as shown on the redlined District Use Matrix 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.

Section 3 provides a savings and severability clause.

Section 4 provides a repealer clause.

Section 5 provides an effective date.

The full text of Ordinance No. 1325 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. 1325 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1325, 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 _____ day of _____, 2023.

Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express, _____, 2023.

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AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on May 22, 2023 and to suspend reading of them.

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

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD MAY 22, 2023
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:

[5:31:12 PM](#) by Mayor Burke.

OPEN SESSION FOR PUBLIC CONCERNS:

[5:31:38 PM](#) Bob MacLeod, museum opens Friday, VIPs are invited this Wednesday at 6:30. 2nd comment regarding future parking in Hailey, most comments in downtown master plan, many comments have concern with growing city, hints need for more parking as citizens grow older. Keep in mind the need for future parking.

[5:34:20 PM](#) Mike McKenna, Hailey Chamber. As citizen, agrees with MacLeod, parking vital to health of our community. On behalf of Chamber, walking tour map is out, the state paid for the map through a grant, product this year can make changes in future. McKenna will leave some walking tour maps at city hall.

CONSENT AGENDA:

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

[5:37:11 PM](#) Thea pulls CA 148

5:37:20 PM Martinez moved to approve all consent agenda items minus CA 148, seconded by Linnet, motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

5:37:40 PM Thea, didn't ask last time this was discussed, recommendations, limiting short-term rentals, charging stations, did they do them? Davis responded, wiring for rooftop solar and will have some charging stations in Sweetwater.

5:38:53 PM CA 148, Thea moves to approve, Martinez seconds. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

MAYOR'S REMARKS:

5:39:20 PM Burke compliments our community for approving our bond for WW headworks replacement, delighted, and look forward to funding for housing. Will be putting together a citizens committee to discuss future options. Last year on May 22nd, declared DA Outz day, this year she celebrated her 101st birthday.

APPOINTMENTS AND AWARDS:

AA 151 Consideration of Resolution 2023-073, a resolution to reappoint Penny Thayer to another Hailey Parks and Lands Board 3-year term ACTION ITEM

5:41:24 PM Martinez moves to approve Resolution 2023-073 reappointing Penny Thayer to another term Parks and Lands Board 3 year term, seconded by Thea. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, yes.

PUBLIC HEARINGS:

PH 152 Consideration of the proposed FY23/24 Capital Improvement Budget, including annual report and recommendations from Development Impact Fee Advisory Committee ACTION ITEM

5:42:15 PM Horowitz budget discussion capital improvement budget Development Impact Fee Advisory Committee. Shows completed projects, River Street project, McKercher project by Stinker store, design on Town Square. Comprehensive Plan update in underway as well as the housing needs assessment. Pathways for People project still under discussion with School District. Quigley Sunbeam project pathway. Hailey Town Center West, grant applying for new entrance to Library. Housing capital fund, \$500,000 budgeted, proposing another \$500,000 next year's budget. Mountain Rides will be asking for funds to build Bellevue charging station, \$75,000.

5:50:17 PM Yeager asks for direction or topic want addressing. Linnet, question about Quigley Farms developers or other funds to supplement what we have? Yeager, we would have to supplement from other pending projects. As a general policy, earmark money for maintenance

of roads and pathways and low hanging fruit? Yeager, may need to up the annual maintenance operating budget.

[5:53:04 PM](#) Thea, how long ago was Pathways to People? Horowitz, 2018, is there another higher priority project? Simms will look into this, may not be able to use for another purpose.

[5:55:00 PM](#) Husbands, BCRD, speed limit signs on bike path, can we check in on this?

Yeager McKercher Blvd. by Albertson's B&G Dirtworks was awarded the project, plan to be done by July 4th. Hope to keep access to gas station and grocery store, may have to close for 1 week but may have another access made. River Street striping, plan to have this done by July 4th also, starts June 14th, he believes.

TAP project, starting after July 4th, Idaho Materials and Construction, starting July 10th or so. Complete before school starts. Speed limit signage is solely on BCRD. Hope to build final section of trail between Sunbeam and Quigley, state funds are available, shooting for Sept 1st deliverable to construct next year.

Yeager speaks, 10 – 12 projects that have transferred to the new firm Galena-Benchmark Engineering. [6:01:31 PM](#) trying to balance funding. Not yet spoken about the rolling stock, blue shaded areas, 1.56 million is ARPA funded. [6:03:10 PM](#) Mayor Burke, have projects ready to move forward so that we can be ready once funding opportunities become available.

[6:04:04 PM](#) Thea, crossing Natural Grocers and Grocery Outlet, scary the amount of people that run across the street on foot. Yeager will discuss with ITD, they are going to be in town this summer, to discuss re-striping the highway correctly. Will put this on list to discuss with them while they are here. Will have a contractor do our chip seal this year. Want to coordinate with ITD to do our chip seal during theirs. [6:07:11 PM](#) Thea, sidewalk issues on 1st street by Java and bakery, concrete is in bad condition, we need to prioritize these types of areas. Yeager right now there is no priority for that, will take a look at that. Have discussed a possible LID for that area. Some work on irrigation on Bullion street trees, will consider this at that time. The chip seal project will expend the budget, yet to be seen is any flood repairs that we may need to perform.

Public comments: [6:12:07 PM](#) there are none.

Simms page 155 is motion. [6:12:53 PM](#) **Martinez moves to approve annual report as presented, Thea seconds. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, yes.**

PH 153 Consideration of an Ordinance No. _____, amending the Hailey Municipal Code, Title 15: Buildings and Construction, Section 15.16.130: Development Impact Fee Schedule, to provide for annual adjustments ACTION ITEM

[6:13:43 PM](#) DIF schedule Horowitz, best practice to have routine increase, know quantity, municipal cost index, as proposed by Community Development Department.

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Public comments: there are none. [6:15:12 PM](#)

Linnet this makes sense.

[6:15:39 PM](#) Linnet moves to approve Ordinance No. 1326, conduct 1st Reading by title only, seconded by Martinez. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, yes.

[6:16:33 PM](#) Mayor Burke conducts the 1st Reading of Ordinance No. 1326, by title only.

PH 154 Consideration of a Preliminary Plat Application by ARCH Community Housing, where Lots 1 and 2, Block 21, Woodside Subdivision #21 (2711 and 2721 Shenandoah Drive) are reconfigured, creating Lot 1, comprising of 11,105 square feet, Lot 2, comprising of 11,080 square feet and Lot 3, comprising of 29,763 square feet within the Limited Business (LB) Zoning District. ACTION ITEM

[6:17:24 PM](#) Robyn Davis subdivide 2 lots into 3 lots is proposed. To construct 12 additional housing units on this parcel.

[6:19:09 PM](#) no public comments.

[6:20:03 PM](#) Sam Stahlnecker comments on Thea's concern. Burke wants to have a decision universally and not just for this project, topic is artificial turf.

[6:21:29 PM](#) Husbands, are these 1 or 2 bedrooms? Stahlnecker, 1 bedroom units. Griffith, 720 sq. ft, garage, oversized 1 car garage.

[6:22:24 PM](#) Martinez moves to approve Preliminary plat ARCH to form 3 lots, with conditions A-I, Thea seconds. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, yes.

PH 155 Consideration of Resolution 2023-074, a Fifth Amendment to the Planned Unit Development (PUD) Agreement of Copper Ranch, LLC, which reduces the setbacks for Buildings 23, 24, 25, and 26; reduces the total number of housing units from 135 to 128 residential units; reduces the total number of parking spaces required for condominium units on private streets from 3-3.5 to 2.5 parking spaces per unit; and requires the Applicant to complete and expand the transit facility amenity in the area. The proposed project is located on Woodside Boulevard, between Laurelwood and Winterhaven Drives on condominium lot COPPER RANCH CONDO #1 AM PARCEL A5 PHASE 6 within the Limited Business (LB) Zoning District. ACTION ITEM

[6:23:32 PM](#) PUD, Copper Ranch. 2006 was estimated project completion. Davis explains the proposed changes. This is the fifth amendment, includes waivers and amenities, remove building #17, reducing units from 135 to 128, reduce required parking from 3-3.5 to 2.5 parking per unit and a bus transit facility. [6:26:16 PM](#) Jeffrey Smith, here with Derek Voss, and Gary Slette, Sam Stahlnecker. Stahlnecker, to address parking modification from original PUD from 2003. Bus

stop, coordinating a move of an existing stop, will have a pull out for the bus to safely stop. Any Questions?

[6:29:01 PM](#) Thea, is the building not constructed going to be parking? Stahlnecker, yes it will be parking. Feel that is a good alternative to use of this space.

Husbands, these are for sale? Stahlnecker, yes they will be condominiums. PUD requires condominiums. Husbands, size. Mix from 1,000 to 1,300 and 1 2 and 3 bedroom units? Husbands, any giving to Blaine County Housing Authority? Feels we need a sunset clause, this was originally agreed on 20 years ago. Stahlnecker, before removing the last building, cannot provide any deed restricted units.

[6:36:51 PM](#) Martinez wants to look at the bus stop, has lived in this area. People use the bus to get to the tennis center. Best plan is to increase our public transportation, this area is high use.

[6:38:29 PM](#) Mayor Burke has a concern, Laurelwood continues along there, both sides of street are bumper to bumper around Sweetwater. It is not a single-family in the bedrooms. On Sundays, it is packed. Any time we are reducing parking, which is densely populated, feels we would have a bigger problem, has great concern. Thea, how many units, 128 now.

Public comments: [6:41:10 PM](#) Jeff Hamilton, 910 white cloud lane, appreciates staff and developer to work together, encourage all of you, to approve this project as quick as possible.

Sue Ahern, resident in Copper Ranch, parking lot where building 17 was proposed, full of cars all the time. Lives across the street, there is no place for people to park, many cars don't fit in the garage. Highly recommend approving as submitted.

[6:43:26 PM](#) Jeff Smith, phase 6, widened garage 9 foot opening in the next phase, makes a huge difference.

[6:44:10 PM](#) Husbands to Simms, what about sunset clauses? Moving forward there is no prohibition to adopting a sunset clause, can be considered in a future PUD.

Thea, happy for the bus stop, wish there was community housing, ready to move forward.

[6:45:24 PM](#) Davis this has been a process, balances parking and amenities to the public.

[6:46:32 PM](#) **Martinez moves to approve Resolution 2023-074, fifth amended PUD with Idaho LLC, Copper Ranch, with conditions 1-4. Husbands asks if we can add a sunset clause, further discussion ensues about this clause. [6:54:58 PM](#) Motion to modify existing motion by Linnet to add a clause for completion of project issuing of C of O within 5 years, seconded by Thea. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.**

PH 156 Consideration of Ordinance No. _____, a Text Amendment Application submitted by F & G Idaho, LLC, to amend Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within

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Zoning Districts, Article R: Downtown Residential Overlay (DRO), Section 17.04R.060: Down Residential Overlay Bulk Requirements, to add Item B., which would allow for a maximum building height of thirty-five (35) feet within the General Residential (GR) and Downtown Residential Overlay (DRO) Zoning Districts, and would read as follows:

B. Maximum Building Height Requirement: The maximum building height requirements for those parcels located within the Downtown Residential Overlay (DRO) and the General Residential (GR) Zoning Districts shall have a maximum building height of thirty-five (35) feet from record grade. (No Documents) **Continue on record to June 12, 2023. ACTION ITEM**

PH 157 Consideration of Ordinance No. ____, a City-Initiated Text Amendment to amend Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D., to allow for City Staff and the City Engineer to approve and grant an extension of the preliminary plat. This amendment would revise item D. to read as follows:

- Records Maintained; Time Limit of Approval: one copy of the approved preliminary plat will be kept on file for public examination ~~at the office of the city engineer and one copy at the office of the administrator in the Community Development Department.~~ The approval of the preliminary plat shall be valid for a period of two (2) calendar years unless an extension of time is applied for and granted administratively by the council the Administrator and City Engineer, or unless otherwise allowed for within a phasing agreement. (No Documents) **Continue on record to June 12, 2023. ACTION ITEM**

6:56:08 PM Martinez moves to continue items PH 156 and PH 157 to June 13, 2023 meeting, Thea seconded. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands, yes.

NEW BUSINESS:

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

Porter Talbot presents to council, he and his **6:57:06 PM** wife own Snake River Homes, tiny home business, a dealer, they have 3 manufacturers they deal with. This model has a full porch, great addition. It is green certified by TRA. Manufacture 8 of these at a time, originally they said no, to Hailey's building code changes, current build time between July 17 and August 21st.

Martinez asked the price. Talbot, increased cost due to the snow load requirements for roof.

Husbands, question, what color? Horowitz, red, since it will be behind the fire station.

Thea, what are the other changes? Talbot changes include, skirted, fire retardant, snow load, and insulation.

Burke this is a great start for Hailey, it is classic and adorable. **7:03:50 PM**

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Martinez, wheels stay on? Talbot, yes they do, must add a skirt.

Thea not so sure this is the best solution, feels we should collaborate, housing for locals, ADU incentives or other things, deed restrictions. This is one home for one person, maybe two. Our money could go further if combined with something else, don't want to jump into it. Husbands, [7:06:48 PM](#) counters, feels this is the best use of the \$100,000. This is perfect and cheaper than an ADU. Perfect for a living space for an employee, adds Husbands.

[7:08:39 PM](#) Continued discussion about this topic. [7:11:45 PM](#) Linnet we have the money budgeted, feels we should move forward with this. Thea, feels we should put deed restrictions on ADUs and put 3 people in them versus 1.

Discussion continued about Lease to Locals program and budgeting in the future. [7:20:11 PM](#) Category L deed restriction discussion on a future agenda adds Horowitz.

[7:21:41 PM](#) Simms, Consent Agenda item proposed in the next meeting for consideration of approval.

[7:22:07 PM](#) Horowitz completes the presentation, Tiny Home would be placed behind the Fire Station, give HFD personnel first priority, at a low price point, year-long lease. Baledge, don't want to lease on a quarterly basis. If no Fire personnel, interested, would be opened up to Police personnel.

Mayor Burke opens up for public comments, [7:25:19 PM](#) there are none.

OLD BUSINESS:

OB 159 3rd Reading of Ordinance No. 1319 LOT .5% to housing (if passed by voters) and Summary of Ordinance No. 1319 ACTION ITEM

[7:26:06 PM](#) Martinez moves to approve Ordinance No. 1319, conduct 3rd Reading by title only, Linnet seconds. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

[7:26:34 PM](#) Mayor Burke conducts 3rd Reading of Ordinance No. 1319 by title only.

OB 160 2nd Reading of Ordinance No. 1325 Title 17 Definitions and District Use Matrix Text Amendment ACTION ITEM

1325. [7:28:01 PM](#) Linnet moves to waive 2nd Reading and conduct the 3rd Reading of Ordinance No. 1325., Martinez seconds. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

[7:28:33 PM](#) Mayor Burke conducts 3rd Reading of Ordinance No. 1325 by title only.

*OB 161 2nd Reading of Ordinance No. 1316 Amending Hailey's Area City Impact Boundary Map ACTION
ITEM*

[7:29:53 PM](#) **Mayor Burke conducts 2nd Reading of Ordinance No. 1316 by title only.**

STAFF REPORTS:

[7:30:25 PM](#) Baledge discusses Big Wood River flooding on War Eagle Drive, 11 evacuations, 3 have decided to stay. Dealing with ground water issues inside the homes also. Baledge shows pictures from today in that area by the river. We are looking at lower temperatures this week.

[7:37:12 PM](#) Brian Yeager shows a video of the culvert, have some exposed gas and sewer lines, will be working on protecting these services. Horowitz added we are trying to keep spectators including kids out of the area because it is dangerous.

Horowitz reminds, next council meeting is June 13th on Tuesday.

[7:48:41 PM](#) **Motion to adjourn meeting made by Martinez, seconded by Linnet, motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/12/2023 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of May 2023.

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review report's, ask questions about expenses and procedures, ratify claims for payment.

FOLLOW UP NOTES:

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
5521 AIR ST. LUKES											
052623	1	2023 AIR ST LUKES MEMBERSHIP - Aitken	Invoice	05/26/2023	05/30/2023	45.00	45.00	100-40-41126		523	1
Total 5521 AIR ST. LUKES:						45.00	45.00				
4785 AMERICAN LEGAL PUBLISHING CORPORATION											
25449	1	# 25449 2023 S-8 Supp pages; Ord 1312 - 1324	Invoice	05/18/2023	05/30/2023	512.23	512.23	100-15-41313		523	1
25449	2	# 25449 2023 S-8 Supp pages; Ord 1312 - 1324	Invoice	05/18/2023	05/30/2023	512.23	512.23	200-15-41313		523	1
25449	3	# 25449 2023 S-8 Supp pages; Ord 1312 - 1324	Invoice	05/18/2023	05/30/2023	512.23	512.23	210-15-41313		523	1
Total 4785 AMERICAN LEGAL PUBLISHING CORPORATION:						1,536.69	1,536.69				
215 ARNOLD MACHINERY COMPANY											
PX100	1	PX1000262-1 O-RING, WASER, SEALING KIT RET	Invoice	06/02/2022	06/27/2022	328.51-	328.51-	100-40-41405		622	1
Total 215 ARNOLD MACHINERY COMPANY :						328.51-	328.51-				
6917 AT&T MOBILITY LLC											
287304	1	ACCOUNT # 287304951565 HPD WIRELESS	Invoice	04/23/2023	05/30/2023	200.20	200.20	200-60-41325		523	1
Total 6917 AT&T MOBILITY LLC:						200.20	200.20				
4691 BENGALWORKS LLC											
103913	1	HAHPC Phone Booth Project #103913	Invoice	03/23/2023	05/30/2023	1,357.50	1,357.50	100-20-41709		523	1
Total 4691 BENGALWORKS LLC:						1,357.50	1,357.50				
972 COX COMMUNICATIONS											
05/18/2	1	0012401 038676401 WASTEWATER	Invoice	05/18/2023	05/30/2023	78.99	78.99	210-70-41713		523	1
05/18/2	2	001 2401 038676401 WATER	Invoice	05/18/2023	05/30/2023	79.00	79.00	200-60-41713		523	1
Total 972 COX COMMUNICATIONS:						157.99	157.99				
5360 COX, CHARLES											
2023 IC	1	PER DIEM ICOPA CONFERENCE	Invoice	05/16/2023	05/30/2023	206.50	206.50	100-25-41724		523	1
Total 5360 COX, CHARLES:						206.50	206.50				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
934 CPS											
019892	1	0198924-IN BLOWER AND PULLEY WW	Invoice	03/20/2023	05/30/2023	21,033.00	21,033.00	210-70-41401		523	1
019912	1	QUOTE SUTORBILT 713-4500 BLOWER AND PULL	Invoice	03/30/2023	05/30/2023	2,054.00	2,054.00	210-70-41401		523	1
Total 934 CPS:						23,087.00	23,087.00				
6877 D.O.P.L											
APRIL	1	BUILDING PERMIT & FEES APRIL 2023	Invoice	05/01/2023	05/08/2023	10,481.63	10,481.63	100-00-20325		523	1
APRIL		Chk No: 55553 (1)	Calculated	05/05/2023			10,481.63	1000020301		523	1
APRIL		Chk No: 55553 (1)	Calculated	05/24/2023			10,481.63	1000020301		523	1
Total 6877 D.O.P.L:						10,481.63	10,481.63				
1062 DELL MARKETING L.P.											
106743	1	10674380563 - City Hall new server	Invoice	05/26/2023	05/30/2023	597.91	597.91	100-15-41533		523	1
106743	2	10674380563 - City Hall new server	Invoice	05/26/2023	05/30/2023	597.91	597.91	200-15-41533		523	1
106743	3	10674380563 - City Hall new server	Invoice	05/26/2023	05/30/2023	597.91	597.91	210-15-41533		523	1
Total 1062 DELL MARKETING L.P. :						1,793.73	1,793.73				
5686 DOMKE, RODNEY											
2023 T	1	Per Diem TRAFFIC CONTROL SUPERVISOR TRAI	Invoice	02/09/2023	05/30/2023	147.50	147.50	100-40-41724		523	1
Total 5686 DOMKE, RODNEY:						147.50	147.50				
4928 ENGLAND, STEVE											
2023 IC	1	#ICOPA CONFERENCE PER DIEM	Invoice	05/16/2023	05/30/2023	206.50	206.50	100-25-41724		523	1
Total 4928 ENGLAND, STEVE:						206.50	206.50				
50553 GORRINGE, ALECIA											
CR RE	1	CREDIT REFUND: 2921 WOODSIDE BLVD	Invoice	05/31/2023	05/31/2023	75.72	75.72	100-00-15110		523	1
Total 50553 GORRINGE, ALECIA:						75.72	75.72				
658 HAILEY CHAMBER OF COMMERCE											
APRIL	1	CHAMBER LOT EXPENSES APRIL 2023	Invoice	05/30/2023	05/30/2023	10,614.26	10,614.26	100-10-41707		523	1
Total 658 HAILEY CHAMBER OF COMMERCE:						10,614.26	10,614.26				

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
6545 HAIRSTON, KEITH GUY											
05.18.2	1	POCFF - 05/18/2023 Missed Pay	Invoice	05/30/2023	05/30/2023	500.00	500.00	100-50-41110		523	1
Total 6545 HAIRSTON, KEITH GUY:						500.00	500.00				
8606 HRA VEBA TRUST											
JUNE 2	1	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	497.44	497.44	100-20-41126		523	1
JUNE 2	2	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	1,594.60	1,594.60	100-25-41126		523	1
JUNE 2	3	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	455.60	455.60	100-45-41126		523	1
JUNE 2	4	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	476.52	476.52	200-60-41126		523	1
JUNE 2	5	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	373.08	373.08	210-70-41126		523	1
JUNE 2	6	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	227.80	227.80	100-55-41126		523	1
JUNE 2	7	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	41.46	41.46	100-15-41126		523	1
JUNE 2	8	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	41.45	41.45	200-15-41126		523	1
JUNE 2	9	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	41.45	41.45	210-15-41126		523	1
JUNE 2	10	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	41.46	41.46	100-42-41126		523	1
JUNE 2	11	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	41.45	41.45	200-42-41126		523	1
JUNE 2	12	MONTHLY VEBA CONTRIBUTION JUNE 2023	Invoice	05/24/2023	05/30/2023	41.45	41.45	210-42-41126		523	1
Total 8606 HRA VEBA TRUST:						3,873.76	3,873.76				
22433 IDAHO POWER											
05/18/2	1	IP 2204414540 Streets	Invoice	05/18/2023	05/30/2023	157.08	157.08	100-40-41715		523	1
05/18/2	2	IP 2204935643 - ST 1811 Merlin Loop	Invoice	05/18/2023	05/30/2023	710.74	710.74	100-40-41717		523	1
05/18/2	3	ip 2204935643 - 7 Croy St.	Invoice	05/18/2023	05/30/2023	305.34	305.34	100-45-41717		523	1
05/18/2	4	IP 2204935643 - 116 River St.	Invoice	05/18/2023	05/30/2023	102.20	102.20	100-50-41718		523	1
05/18/2	5	ip 2204935643 - 7 Croy St.	Invoice	05/18/2023	05/30/2023	461.64	461.64	100-45-41717		523	1
05/18/2	6	IP 2204935643 - 115 Main St 2nd Floor	Invoice	05/18/2023	05/30/2023	234.31	234.31	100-42-41717		523	1
05/18/2	7	IP 2204935643 - 115 Main St 2nd Floor	Invoice	05/18/2023	05/30/2023	234.31	234.31	200-42-41717		523	1
05/18/2	8	IP 2204935643 - 115 Main St 2nd Floor	Invoice	05/18/2023	05/30/2023	234.30	234.30	210-42-41717		523	1
05/18/2	9	IP 2204637769 WW	Invoice	05/18/2023	05/30/2023	13,235.43	13,235.43	210-70-41717		523	1
05/18/2	10	IP2207611134 Street - 89 Croy Rd	Invoice	05/18/2023	05/30/2023	5.16	5.16	100-40-41715		523	1
05/18/2	11	IP2220558908 - PARKS HEAGLE PARK	Invoice	05/18/2023	05/30/2023	5.31	5.31	100-40-41717		523	1
Total 22433 IDAHO POWER:						15,685.82	15,685.82				
306 IMPERIAL ASPHALT											
5374	1	5374 crack seal 2023	Invoice	05/24/2023	05/31/2023	9,321.23	9,321.23	100-40-41403		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 306 IMPERIAL ASPHALT:						9,321.23	9,321.23				
384 INTERMOUNTAIN GAS COMPANY											
05/23/2	1	meter 536199 P/W 33.3%	Invoice	05/23/2023	05/30/2023	8.51	8.51	100-42-41717		523	1
05/23/2	2	meter 536199 P/W 33.3%	Invoice	05/23/2023	05/30/2023	8.51	8.51	200-42-41717		523	1
05/23/2	3	meter 536199 P/W 33.3%	Invoice	05/23/2023	05/30/2023	8.50	8.50	210-42-41717		523	1
05/23/2	4	meter 536199 LIBRARY	Invoice	05/23/2023	05/30/2023	25.53	25.53	100-45-41717		523	1
05/23/2	5	meter 520352 PW 1241 WAR EAGLE	Invoice	05/23/2023	05/30/2023	9.79	9.79	100-50-41717		523	1
05/23/2	6	meter 223166 4297 Glenbrook Shop	Invoice	05/23/2023	05/30/2023	140.00	140.00	210-70-41717		523	1
05/23/2	7	Meter 629802, HPD 311 E Cedar	Invoice	05/23/2023	05/30/2023	294.95	294.95	100-25-41717		523	1
05/23/2	8	meter 517964 Woodside Treatment Plant	Invoice	05/23/2023	05/30/2023	140.00	140.00	210-70-41717		523	1
05/23/2	9	meter 223157 4297 Glenbrook A	Invoice	05/23/2023	05/30/2023	90.48	90.48	210-70-41717		523	1
05/23/2	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	05/23/2023	05/30/2023	320.86	320.86	210-70-41717		523	1
05/23/2	11	meter 475252 WW Treatment Plant	Invoice	05/23/2023	05/30/2023	310.13	310.13	210-70-41717		523	1
05/23/2	12	meter 629797 STREET 1811 Merlin LP	Invoice	05/23/2023	05/30/2023	156.50	156.50	100-40-41717		523	1
05/23/2	13	meter 518056 AD 116 S. River St	Invoice	05/23/2023	05/30/2023	85.90	85.90	100-50-41718		523	1
05/23/2	14	meter 475481 HFD 617 S 3rd Ave	Invoice	05/23/2023	05/30/2023	104.24	104.24	100-55-41717		523	1
Total 384 INTERMOUNTAIN GAS COMPANY:						1,703.90	1,703.90				
3998 J.E. DRYWALL LLC											
9903	1	9903 Repatch and paint Skylight leaks	Invoice	04/13/2023	05/30/2023	500.00	500.00	100-42-41413		523	1
9903	2	9903 Repatch and paint Skylight leaks	Invoice	04/13/2023	05/30/2023	500.00	500.00	200-42-41413		523	1
9903	3	9903 Repatch and paint Skylight leaks	Invoice	04/13/2023	05/30/2023	500.00	500.00	210-42-41413		523	1
Total 3998 J.E. DRYWALL LLC:						1,500.00	1,500.00				
5617 JOHNSTON, JAIMEY											
2023 T	1	PER DIEM TRAFFIC CONTROL SUPERVISOR	Invoice	02/09/2023	05/30/2023	147.50	147.50	100-40-41724		523	1
Total 5617 JOHNSTON, JAIMEY:						147.50	147.50				
4542 KETCHUM COMPUTERS											
19653	1	#19653 Admin: Install new battery in UPS and put in	Invoice	05/17/2023	05/30/2023	90.00	90.00	100-15-41313		523	1
19653	2	#19653 Admin: Install new battery in UPS and put in	Invoice	05/17/2023	05/30/2023	90.00	90.00	200-15-41313		523	1
19653	3	#19653 Admin: Install new battery in UPS and put in	Invoice	05/17/2023	05/30/2023	90.00	90.00	210-15-41313		523	1
19653	4	# 19653 Com Dev: Solar Project folder issue in Share	Invoice	05/17/2023	05/30/2023	90.00	90.00	100-20-41313		523	1
19653	5	# 19653 HFD: Troubleshoot Windi's PC shutdown iss	Invoice	05/17/2023	05/30/2023	90.00	90.00	100-55-41313		523	1
19653	6	# 19653 Library: Setup laptop for Kristin Login VPN a	Invoice	05/17/2023	05/30/2023	360.00	360.00	100-45-41313		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
19653	7	# 19653 Parks: Begin setup of Surface tablet for Jim	Invoice	05/17/2023	05/30/2023	90.00	90.00	100-50-41313		523	1
Total 4542 KETCHUM COMPUTERS:						900.00	900.00				
227 L.N. CURTIS AND SONS											
CM363	1	#CM36349 CREDIT MEMO OWENS	Invoice	03/30/2023	05/31/2023	720.00-	720.00-	100-25-41703		523	1
CM363	1	#CM36351 CREDIT MEMO FOR ARMOR OWENS	Invoice	03/30/2023	05/31/2023	132.00-	132.00-	100-25-41703		523	1
INV681	1	#681839 UNIFORM FOR LUNA AND LINDERMAN	Invoice	03/02/2023	05/31/2023	205.30	205.30	100-25-41703		523	1
INV681	1	#681875 POUCHES AND BOOTS	Invoice	03/02/2023	05/31/2023	8.00	8.00	100-25-41703		523	1
INV687	1	#687875 WRIGLEY CARRIER	Invoice	03/22/2023	05/31/2023	2,241.00	2,241.00	100-25-41703		523	1
INV690	1	#690696 WRIGLE POUCHES FOR CARRIER	Invoice	03/30/2023	05/31/2023	258.80	258.80	100-25-41703		523	1
INV693	1	#693070 CLASS A SHIRTS HPD UNIFORMS	Invoice	04/06/2023	05/31/2023	122.06	122.06	100-25-41703		523	1
INV693	1	#693079 ERIC OWENS NAME TAPE	Invoice	04/06/2023	05/31/2023	8.00	8.00	100-25-41703		523	1
INV694	1	#694738 TODD PECK PANTS FOR UNIFORMS	Invoice	04/12/2023	05/31/2023	191.56	191.56	100-25-41703		523	1
Total 227 L.N. CURTIS AND SONS :						2,182.72	2,182.72				
547 LES SCHWAB TIRE CENTER - STREETS											
117007	1	11700792206 CREDIT IV# 11700788029 18/950-8/4	Invoice	12/29/2022	01/23/2023	125.99-	125.99-	100-40-41405		123	1
Total 547 LES SCHWAB TIRE CENTER - STREETS:						125.99-	125.99-				
1402 PECK, TODD											
2023 IC	1	PER DIEM FOR ICOPA CONFERENCE	Invoice	05/16/2023	05/30/2023	206.50	206.50	100-25-41724		523	1
Total 1402 PECK, TODD:						206.50	206.50				
5129 RUSH TRUCK CENTERS OF ID INC											
303184	1	3031849541 LATCH KIT, HOOD LATCH	Invoice	03/24/2023	05/22/2023	175.00-	175.00-	100-40-41405		523	1
Total 5129 RUSH TRUCK CENTERS OF ID INC:						175.00-	175.00-				
4623 SUMMIT NATIONAL BANK											
LNN00	1	2021 CATERPILLAR 938M WHEEL LOADER	Invoice	05/22/2023	05/31/2023	20,166.64	20,166.64	100-40-41775		523	1
Total 4623 SUMMIT NATIONAL BANK:						20,166.64	20,166.64				
5731 TRAFFIC SAFETY SUPPLY											
INV059	1	INV59099 UPGRADE TO 4 BLINKER SIGNS- CONT	Invoice	05/09/2023	05/31/2023	11,503.08	11,503.08	100-40-41403		523	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 5731 TRAFFIC SAFETY SUPPLY:						11,503.08	11,503.08				
1943 UNIFORMS 2 GEAR											
INV/20	1	#INV/2023/04/0813 TACTICAL PANTS FOR JONES	Invoice	04/27/2023	05/31/2023	63.39	63.39	100-25-41703		523	1
INV/20	1	#INV/2023/05/0167 UNIFORMS FOR JONES	Invoice	05/04/2023	05/31/2023	92.00	92.00	100-25-41703		523	1
INV/20	1	#INV/2023/05/0848 BALLISTIC VEST FOR OWENS	Invoice	05/24/2023	05/31/2023	984.93	984.93	100-25-41527		523	1
Total 1943 UNIFORMS 2 GEAR:						1,140.32	1,140.32				
2817 UNITED OIL											
101989	1	Inv # 1019891 Fuel Charges for HFD	Invoice	05/15/2023	05/30/2023	510.59	510.59	100-55-41719		523	1
101989	1	#1019892 HPD GAS	Invoice	05/15/2023	05/30/2023	910.85	910.85	100-25-41719		523	1
101989	1	1019893 FUEL CHARGES STREETS	Invoice	05/15/2023	05/30/2023	912.25	912.25	100-40-41719		523	1
Total 2817 UNITED OIL:						2,333.69	2,333.69				
1216 UPPER CASE PRINTING, INK											
450	1	# 450 11x17 Newsletter 4/4	Invoice	05/16/2023	05/30/2023	412.30	412.30	100-15-41323		523	1
450	2	# 450 11x17 Newsletter 4/4	Invoice	05/16/2023	05/30/2023	412.30	412.30	200-15-41323		523	1
450	3	# 450 11x17 Newsletter 4/4	Invoice	05/16/2023	05/30/2023	412.30	412.30	210-15-41323		523	1
Total 1216 UPPER CASE PRINTING, INK:						1,236.90	1,236.90				
197 WALTERS READY MIX, INC.											
16553	1	16553 BLOCKS	Invoice	05/15/2023	05/31/2023	1,200.00	1,200.00	100-40-41403	23.15.0002.1	523	1
Total 197 WALTERS READY MIX, INC. :						1,200.00	1,200.00				
368 WESTERN STATES CAT											
IN0024	1	IN002405281 COVER	Invoice	05/24/2023	05/30/2023	27.86	27.86	100-40-41405		523	1
Total 368 WESTERN STATES CAT:						27.86	27.86				
Total :						122,910.64	122,910.64				
Current period checks for future period invoices.											
176 ALLINGTON, RICK											
192		Chk No: 55619 (1)	Calculated	05/19/2023			4,219.67-	1000020301		623	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 176 ALLINGTON, RICK:						.00	4,219.67-				
Total Current period checks for future period invoices.:						.00	4,219.67-				
Grand Totals:						122,910.64	118,690.97				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	75.72	.00	75.72
1000020301	10,481.63	14,701.30-	4,219.67-
100-00-20325	10,481.63	.00	10,481.63
100-10-41707	10,614.26	.00	10,614.26
100-15-41126	41.46	.00	41.46
100-15-41313	602.23	.00	602.23
100-15-41323	412.30	.00	412.30
100-15-41533	597.91	.00	597.91
100-20-41126	497.44	.00	497.44
100-20-41313	90.00	.00	90.00
100-20-41709	1,357.50	.00	1,357.50
100-25-41126	1,594.60	.00	1,594.60
100-25-41527	984.93	.00	984.93
100-25-41703	3,190.11	852.00-	2,338.11
100-25-41717	294.95	.00	294.95
100-25-41719	910.85	.00	910.85
100-25-41724	619.50	.00	619.50
100-40-41126	45.00	.00	45.00
100-40-41403	22,024.31	.00	22,024.31
100-40-41405	27.86	629.50-	601.64-
100-40-41715	162.24	.00	162.24
100-40-41717	872.55	.00	872.55
100-40-41719	912.25	.00	912.25
100-40-41724	295.00	.00	295.00
100-40-41775	20,166.64	.00	20,166.64
100-42-41126	41.46	.00	41.46

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-42-41413	500.00	.00	500.00
100-42-41717	242.82	.00	242.82
100-45-41126	455.60	.00	455.60
100-45-41313	360.00	.00	360.00
100-45-41717	792.51	.00	792.51
100-50-41110	500.00	.00	500.00
100-50-41313	90.00	.00	90.00
100-50-41717	9.79	.00	9.79
100-50-41718	188.10	.00	188.10
100-55-41126	227.80	.00	227.80
100-55-41313	90.00	.00	90.00
100-55-41717	104.24	.00	104.24
100-55-41719	510.59	.00	510.59
200-15-41126	41.45	.00	41.45
200-15-41313	602.23	.00	602.23
200-15-41323	412.30	.00	412.30
200-15-41533	597.91	.00	597.91
200-42-41126	41.45	.00	41.45
200-42-41413	500.00	.00	500.00
200-42-41717	242.82	.00	242.82
200-60-41126	476.52	.00	476.52
200-60-41325	200.20	.00	200.20
200-60-41713	79.00	.00	79.00
210-15-41126	41.45	.00	41.45
210-15-41313	602.23	.00	602.23
210-15-41323	412.30	.00	412.30
210-15-41533	597.91	.00	597.91
210-42-41126	41.45	.00	41.45
210-42-41413	500.00	.00	500.00
210-42-41717	242.80	.00	242.80
210-70-41126	373.08	.00	373.08
210-70-41401	23,087.00	.00	23,087.00
210-70-41713	78.99	.00	78.99
210-70-41717	14,236.90	.00	14,236.90
Grand Totals:	<u>134,873.77</u>	<u>16,182.80-</u>	<u>118,690.97</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
01/23	.00	125.99-	125.99-
05/23	134,873.77	15,728.30-	119,145.47
Grand Totals:	<u>134,873.77</u>	<u>16,182.80-</u>	<u>118,690.97</u>

Return to Agenda

AGENDA ITEM SUMMARY

DATE 06/13/2023 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

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

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
05/18/2023	CDPT	05/23/2023	53958	AFLAC	1	-364.59
05/18/2023	CDPT	05/23/2023	53963	NCPERS GROUP LIFE INS	6	-120.00
05/18/2023	CDPT	05/23/2023	52600	PERSI	7	-38,759.51
05/18/2023	CDPT	05/23/2023	52598	MOUNTAIN WEST BANK	8	-38,118.83
05/18/2023	CDPT	05/23/2023	53962	IDAHO STATE TAX COMMI	9	-4,857.00
05/18/2023	CDPT	05/23/2023	53961	HAILEY VOLUNTEER FIRE	12	-280.00
05/18/2023	CDPT	05/23/2023	52597	A.W. REHN & ASSOCIATE	21	-1,236.49
05/18/2023	CDPT	05/23/2023	52599	Nationwide 457/Roth	34	-1,712.10
05/18/2023	CDPT	05/23/2023	53959	CHILD SUPPORT RECEIP	36	-493.94
05/18/2023	CDPT	05/23/2023	53964	REGENCE BLUE SHIELD	3	-45,935.13
05/18/2023	CDPT	05/23/2023	53960	DELTA DENTAL PLAN OF I	2	-3,476.11
05/18/2023	CDPT	05/23/2023	53965	VSP	26	-572.06
05/18/2023	PC	05/25/2023	52523	CARRILLO-SALAS, DALIA	8209	-1,437.18
05/18/2023	PC	05/25/2023	52524	CONE, MARY M HILL	8009	-1,629.88
05/18/2023	PC	05/25/2023	52525	HOROWITZ, LISA	8049	-2,710.68
05/18/2023	PC	05/25/2023	52526	POMERLEAU, JENNIFER	8207	-1,369.94
05/18/2023	PC	05/25/2023	52527	STOKES, BECKY	8013	-2,307.20
05/18/2023	PC	05/25/2023	52528	TRAN, TUYEN	8205	-1,248.07
05/18/2023	PC	05/25/2023	52529	VIDAILLET, DENISE MARIA	8216	-406.70
05/18/2023	PC	05/25/2023	52530	DAVIS, ROBYN K	8060	-2,063.13
05/18/2023	PC	05/25/2023	52531	JOHNSON, MICHELE	8110	-529.11
05/18/2023	PC	05/25/2023	52532	OSBORN, CECELIA M	8221	-1,847.52
05/18/2023	PC	05/25/2023	52533	PARKER, JESSICA L	8111	-1,713.10
05/18/2023	PC	05/25/2023	52534	RODRIGUE, EMILY THERE	8115	-1,666.43
05/18/2023	PC	05/25/2023	52535	BALEDGE, MICHAEL S	9054	-2,377.46
05/18/2023	PC	05/25/2023	52536	DITMORE, KEVIN D	9145	-1,714.87
05/18/2023	PC	05/25/2023	52537	ERVIN, CHRISTIAN C	8185	-1,733.58
05/18/2023	PC	05/25/2023	52538	GARCIA, RAYMOND WYAT	9018	-120.05
05/18/2023	PC	05/25/2023	52539	GRANT, DARYL ERNEST	9126	-191.47
05/18/2023	PC	05/25/2023	52540	HAIRSTON, KEITH GUY	9025	-282.59
05/18/2023	PC	05/25/2023	52541	HERNANDEZ, ADAN	9027	-223.60
05/18/2023	PC	05/25/2023	52542	HOOVER, JAMES THOMA	9047	-2,947.02
05/18/2023	PC	05/25/2023	52543	MAYNE, EARL JAMES	9124	-366.54
05/18/2023	PC	05/25/2023	52544	MURPHY, JOSHUA Z	9011	-237.18
05/18/2023	PC	05/25/2023	52545	STOCKING, WINDI G	9023	-596.28
05/18/2023	PC	05/25/2023	52546	VINCENT, BRIAN A	9113	-335.23
05/18/2023	PC	05/25/2023	52547	WALKER, CHAD MICHAEL	9028	-235.49
05/18/2023	PC	05/25/2023	52548	CROTTY, JOSHUA M	8283	-1,339.65
05/18/2023	PC	05/25/2023	52549	DABNEY, LEE A DONAHUE	1008078	-1,058.45
05/18/2023	PC	05/25/2023	52550	DeKLOTZ, ELISE	8200	-761.75
05/18/2023	PC	05/25/2023	52551	DREWIEN, LYNETTE M	1008271	-587.96
05/18/2023	PC	05/25/2023	52552	FLETCHER, KRISTIN M	8122	-1,441.88
05/18/2023	PC	05/25/2023	52553	FORBIS, MICHAL J	8114	-1,325.12
05/18/2023	PC	05/25/2023	52554	GALVIN, EMILIE AURORA	8294	-174.08
05/18/2023	PC	05/25/2023	52555	HARDING, CHARLOTTE E	8293	-243.80
05/18/2023	PC	05/25/2023	52556	PRIMROSE, LAURA A	8102	-1,225.32
05/18/2023	PC	05/25/2023	52557	STROPE, DENON MICHAEL	8101	-905.12
05/18/2023	PC	05/25/2023	52558	YTURRI, ERIN	8123	-598.12
05/18/2023	PC	05/25/2023	52559	SAVAGE, JAMES L	8204	-2,252.06
05/18/2023	PC	05/25/2023	52560	BALLIS, MORGAN RICHA	8213	-1,921.20
05/18/2023	PC	05/25/2023	52561	CERVANTES, GUSTAVO A	8215	-1,884.55
05/18/2023	PC	05/25/2023	52562	COX, CHARLES F	8161	-2,676.09
05/18/2023	PC	05/25/2023	52563	ENGLAND, STEVE J	8143	-2,856.14
05/18/2023	PC	05/25/2023	52564	JONES, KYLIE MELETIA	8155	-1,940.40

Includes all check types
Includes unprinted checks

Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
06/01/2023	CDPT		0	AFLAC	1	-364.59
06/01/2023	CDPT		0	DELTA DENTAL PLAN OF I	2	-861.71
06/01/2023	CDPT		0	REGENCE BLUE SHIELD	3	-4,198.99
06/01/2023	CDPT		0	NCPERS GROUP LIFE INS	6	-120.00
06/01/2023	CDPT	06/06/2023	60703	PERSI	7	-40,205.00
06/01/2023	CDPT	06/06/2023	60701	MOUNTAIN WEST BANK	8	-39,226.29
06/01/2023	CDPT		0	IDAHO STATE TAX COMMI	9	-4,914.00
06/01/2023	CDPT	06/06/2023	60700	A.W. REHN & ASSOCIATE	21	-1,236.49
06/01/2023	CDPT		0	VSP	26	-125.28
06/01/2023	CDPT	06/06/2023	60702	Nationwide 457/Roth	34	-1,658.93
06/01/2023	CDPT	06/06/2023	53966	CHILD SUPPORT RECEIP	36	-493.94
06/01/2023	PC	06/08/2023	60623	CARRILLO-SALAS, DALIA	8209	-1,479.79
06/01/2023	PC	06/08/2023	60624	CONE, MARY M HILL	8009	-1,629.88
06/01/2023	PC	06/08/2023	60625	HOROWITZ, LISA	8049	-2,710.68
06/01/2023	PC	06/08/2023	60626	POMERLEAU, JENNIFER	8207	-1,369.94
06/01/2023	PC	06/08/2023	60627	STOKES, BECKY	8013	-2,300.41
06/01/2023	PC	06/08/2023	60628	TRAN, TUYEN	8205	-1,248.06
06/01/2023	PC	06/08/2023	60629	VIDAILLET, DENISE MARIA	8216	-403.07
06/01/2023	PC	06/08/2023	60630	DAVIS, ROBYN K	8060	-1,787.12
06/01/2023	PC	06/08/2023	60631	JOHNSON, MICHELE	8110	-325.54
06/01/2023	PC	06/08/2023	60632	OSBORN, CECELIA M	8221	-1,847.51
06/01/2023	PC	06/08/2023	60633	PARKER, JESSICA L	8111	-1,713.10
06/01/2023	PC	06/08/2023	60634	RODRIGUE, EMILY THERE	8115	-1,666.43
06/01/2023	PC	06/08/2023	60635	BALEDGE, MICHAEL S	9054	-2,447.46
06/01/2023	PC	06/08/2023	60636	DITMORE, KEVIN D	9145	-1,784.86
06/01/2023	PC	06/08/2023	60637	ERVIN, CHRISTIAN C	8185	-1,803.58
06/01/2023	PC	06/08/2023	60638	HAIRSTON, KEITH GUY	9025	-562.12
06/01/2023	PC	06/08/2023	60639	HERNANDEZ, BRYAN	9033	-116.36
06/01/2023	PC	06/08/2023	60640	HOOVER, JAMES THOMA	9047	-2,212.19
06/01/2023	PC	06/08/2023	60641	MAYNE, EARL JAMES	9124	-358.31
06/01/2023	PC	06/08/2023	60642	MOLONEY, SARAH ESTEL	1009113	-145.45
06/01/2023	PC	06/08/2023	60643	STOCKING, WINDI G	9023	-618.76
06/01/2023	PC	06/08/2023	60644	BURKE, MARTHA E	8074	-1,907.12
06/01/2023	PC	06/08/2023	60645	HUSBANDS, HEIDI	8302	-251.90
06/01/2023	PC	06/08/2023	60646	LINNET, SAMUEL L	8300	-806.16
06/01/2023	PC	06/08/2023	60647	MARTINEZ, JUAN F	8301	-802.81
06/01/2023	PC	06/08/2023	60648	THEA, KAREN J	8106	-751.90
06/01/2023	PC	06/08/2023	60649	CROTTY, JOSHUA M	8283	-1,339.65
06/01/2023	PC	06/08/2023	60650	DABNEY, LEE A DONAHUE	1008078	-1,058.45
06/01/2023	PC	06/08/2023	60651	DeKLOTZ, ELISE	8200	-386.58
06/01/2023	PC	06/08/2023	60652	DREWIEN, LYNETTE M	1008271	-587.96
06/01/2023	PC	06/08/2023	60653	FLETCHER, KRISTIN M	8122	-1,441.89
06/01/2023	PC	06/08/2023	60654	FORBIS, MICHAL J	8114	-1,325.12
06/01/2023	PC	06/08/2023	60655	GALVIN, EMILIE AURORA	8294	-96.04
06/01/2023	PC	06/08/2023	60656	HARDING, CHARLOTTE E	8293	-199.48
06/01/2023	PC	06/08/2023	60657	PRIMROSE, LAURA A	8102	-1,225.32
06/01/2023	PC	06/08/2023	60658	STROPE, DENON MICHAEL	8101	-919.29
06/01/2023	PC	06/08/2023	60659	YTURRI, ERIN	8123	-638.80
06/01/2023	PC	06/08/2023	60660	CRICK, EVERETT LEE	8552	-204.34
06/01/2023	PC	06/08/2023	60661	SAVAGE, JAMES L	8204	-3,100.99
06/01/2023	PC	06/08/2023	60662	THORNQUEST, SHELLIE	8550	-780.43
06/01/2023	PC	06/08/2023	60663	BALLIS, MORGAN RICHARD	8213	-1,921.20
06/01/2023	PC	06/08/2023	60664	CERVANTES, GUSTAVO A	8215	-1,884.55
06/01/2023	PC	06/08/2023	60665	COX, CHARLES F	8161	-2,676.09

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
06/01/2023	PC	06/08/2023	60666	ENGLAND, STEVE J	8143	-2,856.14
06/01/2023	PC	06/08/2023	60667	JONES, KYLIE MELETIA	8155	-1,940.40
06/01/2023	PC	06/08/2023	60668	LEOS, CHRISTINA M	8012	-1,952.22
06/01/2023	PC	06/08/2023	60669	LINDERMAN, JEREMIAH C	8163	-1,832.37
06/01/2023	PC	06/08/2023	60670	LUNA, JOSE	8145	-2,048.00
06/01/2023	PC	06/08/2023	60671	OWENS, ERIC ODELL	8119	-1,734.12
06/01/2023	PC	06/08/2023	60672	PECK, TODD D	8167	-3,015.22
06/01/2023	PC	06/08/2023	60673	RAGUSA, TIMOTHY BRUC	1008190	-1,861.64
06/01/2023	PC	06/08/2023	60674	WALLACE, SHAWNA R	8108	-1,319.72
06/01/2023	PC	06/08/2023	60675	WELLS, PRESTON DANIE	8150	-1,653.22
06/01/2023	PC	06/08/2023	60676	WRIGLEY, GAVIN	8152	-2,127.76
06/01/2023	PC	06/08/2023	60677	ARELLANO, NANCY	8005	-1,419.35
06/01/2023	PC	06/08/2023	60678	MARES, MARIA C	8251	-1,290.02
06/01/2023	PC	06/08/2023	60679	WILLIAMS, EMILY ANNE	8023	-1,891.88
06/01/2023	PC	06/08/2023	60680	YEAGER, BRIAN D	8107	-2,321.91
06/01/2023	PC	06/08/2023	60681	AITKEN, TORIN ANDREW	8177	-1,095.63
06/01/2023	PC	06/08/2023	60682	CABRITO, CARLOS MANU	8176	-1,168.64
06/01/2023	PC	06/08/2023	60683	DOMKE, RODNEY F	8097	-1,776.72
06/01/2023	PC	06/08/2023	60684	JOHNSTON, JAIMEY P	8243	-2,102.10
06/01/2023	PC	06/08/2023	60685	SCHWARZ, STEPHEN K	8226	-2,496.86
06/01/2023	PC	06/08/2023	60686	WEST III, KINGSTON R	8234	-2,310.48
06/01/2023	PC	06/08/2023	60687	AMBRIZ, JOSE L	7023	-2,275.23
06/01/2023	PC	06/08/2023	60688	ELLSWORTH, BRYSON D	8285	-2,273.94
06/01/2023	PC	06/08/2023	60689	HOLYOAK, STEVEN R	8036	-1,971.42
06/01/2023	PC	06/08/2023	60690	RACE, MICHAEL DENNIS	8070	-881.74
06/01/2023	PC	06/08/2023	60691	SCHMIDT, ROBERT FRED	8071	-1,430.41
06/01/2023	PC	06/08/2023	60692	SHOTSWELL, DAVE O	7044	-1,894.36
06/01/2023	PC	06/08/2023	60693	VAUGHN, TYREL KINCADE	7050	-1,422.42
06/01/2023	PC	06/08/2023	60694	BALDWIN, MERRITT JAME	8286	-1,737.24
06/01/2023	PC	06/08/2023	60695	BALIS, MARVIN C	8225	-2,011.87
06/01/2023	PC	06/08/2023	60696	GARRISON, SHANE	1008048	-1,530.80
06/01/2023	PC	06/08/2023	60697	HOLTZEN, KURTIS L	8072	-2,037.11
06/01/2023	PC	06/08/2023	60698	PETERSON, TRAVIS T	8121	-1,293.85
06/01/2023	PC	06/08/2023	60699	VINCENT, BRIAN A	1008071	-1,731.76
Grand Totals:						-208,948.46
			88			

Includes all check types
Includes unprinted checks

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4683 8X8 INC											
387853	1	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	80.68	80.68	100-15-41713		623	1
387853	2	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	80.68	80.68	200-15-41713		623	1
387853	3	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	80.68	80.68	210-15-41713		623	1
387853	4	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	121.02	121.02	100-20-41713		623	1
387853	5	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	20.18	20.18	100-42-41713		623	1
387853	6	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	20.18	20.18	200-42-41713		623	1
387853	7	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	20.17	20.17	210-42-41713		623	1
387853	8	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	242.03	242.03	210-70-41713		623	1
387853	9	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	121.02	121.02	200-60-41713		623	1
387853	10	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	121.02	121.02	100-55-41713		623	1
387853	11	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	363.05	363.05	100-45-41713		623	1
387853	12	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	30.25	30.25	100-50-41713		623	1
387853	13	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	272.16	272.16	100-25-41713		623	1
387853	14	# 3838009 Phone service fees for June 2023, usage f	Invoice	06/01/2023	06/13/2023	90.85	90.85	100-40-41713		623	1
Total 4683 8X8 INC:						1,663.97	1,663.97				
4409 A.W. REHN & ASSOCIATES											
12666	1	May 2023 - FSA Admin Fee	Invoice	06/02/2023	06/13/2023	33.33	33.33	100-15-41215		623	1
12666	2	May 2023 - FSA Admin Fee	Invoice	06/02/2023	06/13/2023	33.33	33.33	200-15-41215		623	1
12666	3	May 2023 - FSA Admin Fee	Invoice	06/02/2023	06/13/2023	33.34	33.34	210-15-41215		623	1
2022 P	1	2022 PLAN YEAR - FINAL BALANCE	Invoice	06/01/2023	06/13/2023	280.68	280.68	100-15-41329		623	1
2022 P	2	2022 PLAN YEAR - FINAL BALANCE	Invoice	06/01/2023	06/13/2023	280.68	280.68	200-15-41329		623	1
2022 P	3	2022 PLAN YEAR - FINAL BALANCE	Invoice	06/01/2023	06/13/2023	280.67	280.67	210-15-41329		623	1
Total 4409 A.W. REHN & ASSOCIATES:						942.03	942.03				
968 AG LANDSCAPING											
03/08/2	1	Library & TCW snow removal 3,8-3.30.2023	Invoice	03/08/2023	06/13/2023	420.00	420.00	100-45-41413		623	1
Total 968 AG LANDSCAPING:						420.00	420.00				
6533 AGNEW BECK CONSULTING, INC.											
11424	1	Invoice#11424	Invoice	05/16/2023	06/13/2023	4,083.75	4,083.75	100-20-41313		623	1
Total 6533 AGNEW BECK CONSULTING, INC.:						4,083.75	4,083.75				

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
5521 AIR ST. LUKES											
060623	1	2023 AIR ST LUKES MEMBERSHIP - Crick	Invoice	06/06/2023	06/13/2023	45.00	45.00	100-50-41126		623	1
Total 5521 AIR ST. LUKES:						45.00	45.00				
1913 AMAZON CAPITAL SERVICES											
11YM-	1	11YM-Q6HL-DX7P SUMMER SS LIBRARY GRANT	Invoice	05/13/2023	06/13/2023	65.58	65.58	100-45-41549	23.45.0001.1	623	1
14CF-	1	14CF-MT4F-1FWJ ESSER SS Grant books	Invoice	05/22/2023	06/13/2023	298.57	298.57	100-45-41549	23.45.0001.1	623	1
16YQ-	1	167Q-D1WJ-9JWQ MSD library materials	Invoice	06/03/2023	06/13/2023	39.99	39.99	100-45-41535		623	1
17QT-Y	1	17QT-YMCR-6H16 Library materials	Invoice	05/16/2023	06/13/2023	31.20	31.20	100-45-41535		623	1
19T6-V	1	19T6-VTLV-Q6Y3 library materials 5.28.23	Invoice	05/28/2023	06/13/2023	88.98	88.98	100-45-41535		623	1
1CL1-J	1	1CL1-JW96-GJDK library materials	Invoice	05/14/2023	06/13/2023	50.31	50.31	100-45-41535		623	1
1GJF-T	1	1GJF-TQRR-1FJK CASE FOR PARKS DEPT. IRRIG'	Invoice	05/22/2023	06/13/2023	30.98	30.98	100-50-41215		623	1
1L6X-	1	1L6X-WHPV-MV7K RODEO GROUNDS EXIT SIGN	Invoice	05/27/2023	06/13/2023	299.97	299.97	100-50-41615		623	1
1N1N-T	1	#1N1N-TQ4T-3FGD AA BATTERIES FOR PLANT US	Invoice	05/15/2023	06/13/2023	46.22	46.22	210-70-41413		623	1
1NCQ-	1	1NCQ-3QM9-GM3L library materials	Invoice	05/14/2023	06/13/2023	93.00	93.00	100-45-41535		623	1
1R1W-	1	Library restroom remodel - Changing table/trashbins	Invoice	06/03/2023	06/13/2023	422.74	422.74	210-42-41413	23.45.0004.1	623	1
1R4Q-F	1	1R4Q-FK13-GKRG ODP Grant Draw 6	Invoice	05/10/2023	06/13/2023	169.71	169.71	100-45-41549	22.45.0002.1	623	1
1V7F-L	1	1V7F-LQDN-1P6L So All Can Read Library Grant	Invoice	05/15/2023	06/13/2023	26.72	26.72	100-45-41549	23.45.0005.1	623	1
1W9K-	1	1W9K-DFV-PD7T language translator repl	Invoice	05/20/2023	06/13/2023	137.97	137.97	100-45-41539		623	1
1WLN-	1	1WLN-6FJT-CXGX Library TCW Noise Cancel Cable	Invoice	06/07/2023	06/13/2023	19.96	19.96	100-45-41215		623	1
1WLN-	2	1WLN-6FJT-CXGX Library YSD Chess bench	Invoice	06/07/2023	06/13/2023	148.74	148.74	100-45-41549	22.45.0002.1	623	1
1XQW-	1	1XQW-6KYN-1RT3 ESSER SS Grant - books	Invoice	05/22/2023	06/13/2023	19.87	19.87	100-45-41549	23.45.0001.1	623	1
1YHP-3	1	1YHP-3JJP-66WC Pilot G2 Gel Pen	Invoice	05/25/2023	06/13/2023	14.33	14.33	100-15-41215		623	1
1YHP-3	2	1YHP-3JJP-66WC Pilot G2 Gel Pen	Invoice	05/25/2023	06/13/2023	14.33	14.33	200-15-41215		623	1
1YHP-3	3	1YHP-3JJP-66WC Pilot G2 Gel Pen	Invoice	05/25/2023	06/13/2023	14.33	14.33	210-15-41215		623	1
Total 1913 AMAZON CAPITAL SERVICES:						2,033.50	2,033.50				
6537 ARMENTA GOMEZ, VICTORIA											
2	1	Inv 2 ESSER After School Grant - Class leader	Invoice	06/03/2023	06/13/2023	544.00	544.00	100-45-41549	23.45.0002.1	623	1
Total 6537 ARMENTA GOMEZ, VICTORIA:						544.00	544.00				
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-				

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
6917 AT&T MOBILITY LLC											
287309	1	287309821298 - WATER	Invoice	05/23/2023	06/13/2023	344.32	344.32	200-60-41713		623	1
Total 6917 AT&T MOBILITY LLC:						344.32	344.32				
375 ATKINSON'S MARKET											
000203	1	COOKIE FOR 5/15 MEETING	Invoice	05/15/2023	06/13/2023	33.96	33.96	100-20-41313		623	1
086731	1	5/31/23 08673116 bandaids, baking soda, triple antib	Invoice	05/31/2023	06/13/2023	21.96	21.96	100-50-41215		623	1
086740	1	08674006 - Etronic Wipes & Cookies for front desk tr	Invoice	06/02/2023	06/13/2023	10.49	10.49	100-15-41215		623	1
086740	2	08674006 - Etronic Wipes & Cookies for front desk tr	Invoice	06/02/2023	06/13/2023	10.49	10.49	200-15-41215		623	1
086740	3	08674006 - Etronic Wipes & Cookies for front desk tr	Invoice	06/02/2023	06/13/2023	10.48	10.48	210-15-41215		623	1
Total 375 ATKINSON'S MARKET:						87.38	87.38				
4214 B&G DIRTWORKS, LLC											
21209	1	21209 McKERCHER BLVD IMPROVEMENTS PAY #1	Invoice	06/05/2023	06/13/2023	70,000.00	70,000.00	120-40-41549	10.15.0002.1	623	1
Total 4214 B&G DIRTWORKS, LLC:						70,000.00	70,000.00				
4290 BALIS, COLE											
777638	1	EXAM FEES	Invoice	06/06/2023	06/13/2023	25.00	25.00	200-60-41723		623	1
Total 4290 BALIS, COLE:						25.00	25.00				
2311 BANYAN TECHNOLOGY INC.											
21016	1	#21016 NORTHRIDGE CL2 PUMP PROGRAMING	Invoice	05/13/2023	06/13/2023	1,001.50	1,001.50	200-60-41401		623	1
Total 2311 BANYAN TECHNOLOGY INC. :						1,001.50	1,001.50				
50379 BLISS ARCHITECTURE											
202211	1	202211-04 WATER DIVISION OFFICE BLDG - DESI	Invoice	05/01/2023	06/13/2023	6,536.50	6,536.50	200-60-41547		623	1
202211	1	202211-05 WATER DIVISION OFFICE BLDG - DESI	Invoice	06/02/2023	06/13/2023	8,599.00	8,599.00	200-60-41547		623	1
Total 50379 BLISS ARCHITECTURE:						15,135.50	15,135.50				
1513 BOISE PUBLIC LIBRARY											
IH788	1	IH788 FY23 Qtr 3 Consortium share Apr-Jun	Invoice	05/15/2023	06/13/2023	2,155.83	2,155.83	100-45-41325		623	1
IH84	1	IH84 FY23 Qtr 3 Consortium Costshare Apr-Jun	Invoice	05/15/2023	06/13/2023	347.73	347.73	100-45-41325		623	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 1513 BOISE PUBLIC LIBRARY :						2,503.56	2,503.56				
6352 CDLOnline											
65134E	1	ELDT TRAINING CURRICULUM	Invoice	05/31/2023	06/13/2023	300.00	300.00	100-40-41723		623	1
Total 6352 CDLOnline:						300.00	300.00				
6056 CENTURY LINK											
05/22/2	1	9814 260B	Invoice	05/22/2023	06/13/2023	101.31	101.31	100-15-41713		623	1
05/22/2	2	9814 260B	Invoice	05/22/2023	06/13/2023	101.31	101.31	200-15-41713		623	1
05/22/2	3	9814 260B	Invoice	05/22/2023	06/13/2023	101.31	101.31	210-15-41713		623	1
05/22/2	4	9814 260B	Invoice	05/22/2023	06/13/2023	101.31	101.31	100-25-41713		623	1
05/22/2	5	9814 260B	Invoice	05/22/2023	06/13/2023	101.31	101.31	100-20-41713		623	1
05/22/2	6	9814 260B- 33.33%	Invoice	05/22/2023	06/13/2023	33.77	33.77	100-42-41713		623	1
05/22/2	7	9814 260B- 33.33%	Invoice	05/22/2023	06/13/2023	33.77	33.77	200-42-41713		623	1
05/22/2	8	9814 260B- 33.33%	Invoice	05/22/2023	06/13/2023	33.77	33.77	210-42-41713		623	1
05/22/2	9	2211-125b treatment plant	Invoice	05/22/2023	06/13/2023	71.22	71.22	210-70-41713		623	1
05/22/2	10	2211-125B Water Dept	Invoice	05/22/2023	06/13/2023	71.22	71.22	200-60-41713		623	1
05/22/2	11	3147 220B HFD	Invoice	05/22/2023	06/13/2023	82.03	82.03	100-55-41713		623	1
05/22/2	12	6566 569B Police Dept	Invoice	05/22/2023	06/13/2023	71.22	71.22	100-25-41713		623	1
05/22/2	13	5965-737B STREET SHOP	Invoice	05/22/2023	06/13/2023	78.63	78.63	100-40-41713		623	1
Total 6056 CENTURY LINK:						982.18	982.18				
5702 CINTAS											
415508	1	#4155086530 UNIFORM SERVICES WW	Invoice	05/10/2023	06/13/2023	189.51	189.51	210-70-41703		623	1
415581	1	#4155810858 UNIFORM SERVICES WW	Invoice	05/17/2023	06/13/2023	189.51	189.51	210-70-41703		623	1
415647	1	#4156477500 UNIFORM SERVICES WW	Invoice	05/24/2023	06/13/2023	189.51	189.51	210-70-41703		623	1
415709	1	#4157091301 UNIFORM SERVICES WW	Invoice	05/31/2023	06/13/2023	189.81	189.81	210-70-41703		623	1
516015	1	5160157203 PARKS - CLEANING SUPPLIES - GLO	Invoice	05/25/2023	06/13/2023	154.75	154.75	100-50-41413		623	1
Total 5702 CINTAS:						913.09	913.09				
644 CITY OF HAILEY PETTY CASH											
840-59	1	POSTAGE - GSR SENT TO PRIVATE LAB FOR TES	Invoice	05/17/2023	06/13/2023	17.70	17.70	100-25-41213		623	1
840-59	1	POSTAGE - EVIDENCE TO THE ISP FORENSIC LA	Invoice	06/01/2023	06/13/2023	13.80	13.80	100-25-41213		623	1
840-59	1	POSTAGE - EVIDENCE TO THE ISP FORENSIC LA	Invoice	06/07/2023	06/13/2023	17.35	17.35	100-25-41213		623	1
840-59	1	POSTAGE - EVIDENCE TO THE ISP FORENSIC LA	Invoice	05/22/2023	06/13/2023	17.70	17.70	100-25-41213		623	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 644 CITY OF HAILEY PETTY CASH:						66.55	66.55				
670 CITY OF HAILEY W&S DEPT											
MAY 20	1	CITY OF HAILEY - STREET SHOP	Invoice	05/01/2023	06/13/2023	679.41	679.41	100-40-41717		623	1
MAY 20	2	CITY OF HAILEY - INTER CENTER	Invoice	05/01/2023	06/13/2023	86.46	86.46	100-10-41717		623	1
MAY 20	3	CITY OF HAILEY OLD COPY & PRINT	Invoice	05/01/2023	06/13/2023	45.82	45.82	100-15-41717		623	1
MAY 20	4	CITY OF HAILEY RODEO FROST	Invoice	05/01/2023	06/13/2023	11.58	11.58	100-50-41617		623	1
MAY 20	5	CITY OF HAILEY RODEO PARK	Invoice	05/01/2023	06/13/2023	23.92	23.92	100-50-41617		623	1
MAY 20	6	CITY OF HAILEY CITY HALL	Invoice	05/01/2023	06/13/2023	124.27	124.27	100-42-41717		623	1
MAY 20	7	CITY OF HAILEY CITY HALL	Invoice	05/01/2023	06/13/2023	124.26	124.26	200-42-41717		623	1
MAY 20	8	CITY OF HAILEY CITY HALL	Invoice	05/01/2023	06/13/2023	124.26	124.26	210-42-41717		623	1
MAY 20	9	CITY OF HAILEY FIRE DEPARTMENT	Invoice	05/01/2023	06/13/2023	249.57	249.57	100-55-41717		623	1
MAY 20	10	CITY OF HAILEY TREATMENT PL	Invoice	05/01/2023	06/13/2023	205.60	205.60	210-70-41717		623	1
MAY 20	11	CITY OF HAILEY POLICE DEPT	Invoice	05/01/2023	06/13/2023	87.28	87.28	100-25-41717		623	1
MAY 20	12	CITY PARKING LOT- IRRIGATION	Invoice	05/01/2023	06/13/2023	1,425.56	1,425.56	100-50-41717		623	1
Total 670 CITY OF HAILEY W&S DEPT :						3,187.99	3,187.99				
2954 CLEAR CREEK DISPOSAL -PARKS											
000162	1	0001626226 PORT RESTROOM - SKATE PARK	Invoice	05/30/2023	06/13/2023	124.35	124.35	100-50-41403		623	1
000162	1	0001626227 PORT RESTROOM - FOXMOOR PARK	Invoice	05/30/2023	06/13/2023	61.34	61.34	100-50-41403		623	1
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						185.69	185.69				
22457 CLEAR CREEK DISPOSAL, INC.											
06/01/2	1	FRANCHISE FEE - MAY 2023	Invoice	06/01/2023	06/13/2023	158,000.00	158,000.00	100-00-20515		623	1
Total 22457 CLEAR CREEK DISPOSAL, INC.:						158,000.00	158,000.00				
7000 CLEARWATER LANDSCAPING											
23-052	1	23-052135 FOX ACRES ROUNDABOUT - SUMMER	Invoice	05/15/2023	06/13/2023	810.00	810.00	100-50-41325		623	1
23-053	1	23-053434 KEEFER PARK - ACTIVATE IRRIGATION	Invoice	05/15/2023	06/13/2023	2,373.16	2,373.16	100-50-41325		623	1
23-054	1	23-054558 STREETS SHOP - REPAIR SOD, SPRIN	Invoice	05/20/2023	06/13/2023	2,924.90	2,924.90	100-40-41413		623	1
23-057	1	23-057691 CROY TO BULLION - MODIFY CONCRE	Invoice	05/26/2023	06/13/2023	22,842.65	22,842.65	100-40-41402		623	1
Total 7000 CLEARWATER LANDSCAPING:						28,950.71	28,950.71				
5961 CLEARWATER POWER EQUIPMENT LLC											
42986	1	Inv # 42986 felling wedges	Invoice	05/19/2023	06/13/2023	71.94	71.94	100-55-41215		623	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
43115	1	43115 STIHL STRING TRIMMER - FUEL FILTER, SP	Invoice	05/22/2023	06/13/2023	79.40	79.40	100-50-41405		623	1
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						<u>151.34</u>	<u>151.34</u>				
337 COPY & PRINT LLC											
126136	1	12364 URA BIKE PATH POSTERS	Invoice	05/01/2023	06/13/2023	219.95	219.95	100-40-41323	10.15.0002.1	623	1
126229	1	#126229 CARDS FOR DAVE/JOSE WW	Invoice	05/12/2023	06/13/2023	70.00	70.00	210-70-41747		623	1
126303	1	126303 BUSINESS CARDS - SCHWARZ, WEST	Invoice	05/22/2023	06/13/2023	70.00	70.00	100-40-41211		623	1
126353	1	#126353 BUSINESS CARDS FOR ERIC OWENS	Invoice	05/26/2023	06/13/2023	60.00	60.00	100-25-41215		623	1
12796	1	# PHOTOS OF DEPARTMENT	Invoice	05/22/2023	06/13/2023	41.48	41.48	100-25-41215		623	1
12892	1	# BUSINESS CARDS FOR ERIC OWENS	Invoice	05/26/2023	06/13/2023	60.00	60.00	100-25-41215		623	1
Total 337 COPY & PRINT LLC:						<u>521.43</u>	<u>521.43</u>				
972 COX COMMUNICATIONS											
06/01/2	1	001 2401 200477401 MAIN 33%	Invoice	06/01/2023	06/13/2023	25.20	25.20	100-42-41713		623	1
06/01/2	2	001 2401 200477401 MAIN 33%	Invoice	06/01/2023	06/13/2023	25.20	25.20	200-42-41713		623	1
06/01/2	3	001 2401 200477401 MAIN 33%	Invoice	06/01/2023	06/13/2023	25.20	25.20	210-42-41713		623	1
06/01/2	4	001 2401 200477401 Library	Invoice	06/01/2023	06/13/2023	113.40	113.40	100-45-41713		623	1
06/01/2	5	0012401027815002 Library	Invoice	06/01/2023	06/13/2023	173.99	173.99	100-45-41713		623	1
06/01/2	6	0205236602 STREET	Invoice	06/01/2023	06/13/2023	167.74	167.74	100-40-41713		623	1
06/01/2	7	039605901 HPD	Invoice	06/01/2023	06/13/2023	232.99	232.99	100-25-41713		623	1
06/01/2	8	035971201 WELCOME CTR	Invoice	06/01/2023	06/13/2023	79.00	79.00	100-10-41717		623	1
06/01/2	9	205095301 HFD	Invoice	06/01/2023	06/13/2023	69.00	69.00	100-55-41717		623	1
Total 972 COX COMMUNICATIONS:						<u>911.72</u>	<u>911.72</u>				
934 CPS											
019892	1	0198924-IN BLOWER AND PULLEY WW	Invoice	03/20/2023	05/30/2023	21,033.00	21,033.00	210-70-41401		523	1
019892	2	#0198924-IN INVOICES FOR SHIPPING WW	Invoice	03/20/2023	05/30/2023	536.53	536.53	210-70-41401		623	1
019892	3	#0199126-IN INVOICES FOR SHIPPING WW	Invoice	03/20/2023	05/30/2023	46.64	46.64	210-70-41401		623	1
019892		Chk No: 55720 (1)	Calculated	05/31/2023			21,033.00-	1000020301		523	1
Total 934 CPS:						<u>21,616.17</u>	<u>583.17</u>				
6877 D.O.P.L											
MAY 20	1	BUILDING PERMIT & FEES MAY 2023	Invoice	06/02/2023	06/13/2023	7,900.97	7,900.97	100-00-20325		623	1
Total 6877 D.O.P.L:						<u>7,900.97</u>	<u>7,900.97</u>				

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
2912 DAVIS EMBROIDERY											
42374	1	Inv 42374 ESSER SS summer program supp	Invoice	05/12/2023	06/13/2023	1,386.17	1,386.17	100-45-41549	23.45.0001.1	623	1
42393	1	Inv #42393 ESSER SS LibraryGrant	Invoice	05/16/2023	06/13/2023	529.06	529.06	100-45-41549	23.45.0001.1	623	1
Total 2912 DAVIS EMBROIDERY:						1,915.23	1,915.23				
6117 EAGLE GATE SYSTEMS INC											
0021	1	GATE REPAIR	Invoice	06/05/2023	06/13/2023	255.00	255.00	100-25-41413		623	1
Total 6117 EAGLE GATE SYSTEMS INC:						255.00	255.00				
6513 ELEMECH, INC.											
17656	1	#17656 TRUCK FILL STATION	Invoice	05/10/2023	06/13/2023	35,527.40	35,527.40	200-60-41547	23.20.0001.1	623	1
Total 6513 ELEMECH, INC.:						35,527.40	35,527.40				
8553 ELLSWORTH, BRYSON											
100128	1	#1001283365 BENCHMARK ORDER FOR S.H.	Invoice	05/18/2023	06/13/2023	402.80	402.80	210-70-41215		623	1
Total 8553 ELLSWORTH, BRYSON:						402.80	402.80				
297 EVANS PLUMBING, INC.											
4-1332	1	Ref #4-133212 - 50% down bathroom fixtures/wtr fou	Invoice	06/05/2023	06/13/2023	3,311.88	3,311.88	210-42-41413	23.45.0004.1	623	1
Total 297 EVANS PLUMBING, INC.:						3,311.88	3,311.88				
50376 FERGUSON ENTERPRISES #3007											
157975	1	1579759 BATHROOMS- CCY LFA 0.25 1HDL 1H SG	Invoice	05/30/2023	06/13/2023	238.00	238.00	100-50-41403		623	1
Total 50376 FERGUSON ENTERPRISES #3007:						238.00	238.00				
1464 FISHER'S FINANCE INC											
340939	1	34093972 Copier Contract 5.20-6.19.23	Invoice	05/22/2023	06/13/2023	404.65	404.65	100-45-41323		623	1
Total 1464 FISHER'S FINANCE INC:						404.65	404.65				
996 FREEDOM MAILING SERVICES											
45456	1	45456 Bill Processing, Folding & Inserting Newsletter	Invoice	06/02/2023	06/13/2023	607.29	607.29	100-15-41323		623	1
45456	2	45456 Bill Processing, Folding & Inserting Newsletter	Invoice	06/02/2023	06/13/2023	607.29	607.29	200-15-41323		623	1
45456	3	45456 Bill Processing, Folding & Inserting Newsletter	Invoice	06/02/2023	06/13/2023	607.28	607.28	210-15-41323		623	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 996 FREEDOM MAILING SERVICES:						1,821.86	1,821.86				
5909 FUGATE, JANET											
05/15/2	1	P&Z Stipend 5/15/2023	Invoice	05/15/2023	06/13/2023	100.00	100.00	100-10-41313		623	1
05/15/2	2	P&Z Stipend	Invoice	05/15/2023	06/13/2023	50.00	50.00	200-10-41313		623	1
05/15/2	3	P&Z Stipend 2	Invoice	05/15/2023	06/13/2023	50.00	50.00	210-10-41313		623	1
06/05/2	1	P&Z Stipend 06/5/23	Invoice	06/05/2023	06/13/2023	100.00	100.00	100-10-41313		623	1
06/05/2	2	P&Z Stipend	Invoice	06/05/2023	06/13/2023	50.00	50.00	200-10-41313		623	1
06/05/2	3	P&Z Stipend 2	Invoice	06/05/2023	06/13/2023	50.00	50.00	210-10-41313		623	1
Total 5909 FUGATE, JANET:						400.00	400.00				
369 GEM STATE WELDERS SUPPLY INC.											
215640	1	#215640 TANK RENTAL FEE WW	Invoice	05/31/2023	06/13/2023	57.66	57.66	210-70-41775		623	1
215641	1	#215641 TANK RENTAL W.	Invoice	05/31/2023	06/13/2023	9.61	9.61	200-60-41795		623	1
847355	1	#847355 HYPOCHLORITE FOR NORTHRIDGE WE	Invoice	05/23/2023	06/13/2023	316.00	316.00	200-60-41791		623	1
847356	1	#847356 FIRE EXTINGUISHER RECHARGE WW	Invoice	05/23/2023	06/13/2023	190.00	190.00	210-70-41423		623	1
E27136	1	#E271366 PLASMA PARTS WW	Invoice	05/24/2023	06/13/2023	48.55	48.55	210-70-41423		623	1
Total 369 GEM STATE WELDERS SUPPLY INC. :						621.82	621.82				
6023 GIVENS PURSLEY LLP											
258853	1	258853 GENERAL WATER	Invoice	05/30/2023	06/13/2023	675.00	675.00	200-60-41313		623	1
Total 6023 GIVENS PURSLEY LLP:						675.00	675.00				
336 GO FER IT EXPRESS											
119986	1	#119986 LOCAL SHIPPING W.	Invoice	04/28/2023	06/13/2023	126.00	126.00	200-60-41213		623	1
120703	1	#120703 LOCAL SHIPPING W.	Invoice	05/31/2023	06/13/2023	126.00	126.00	200-60-41213		623	1
120703	2	#120703 LOCAL SHIPPING WW.	Invoice	05/31/2023	06/13/2023	75.60	75.60	210-70-41213		623	1
Total 336 GO FER IT EXPRESS:						327.60	327.60				
1850 GREAT AMERICA FINANCIAL SERVICES											
340817	1	Invoice# 34081703 6/2023	Invoice	05/19/2023	06/13/2023	124.00	124.00	100-20-41323		623	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						124.00	124.00				

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
5855 HARMONY DESIGN INC											
22859	1	22859 LIONS PARK - REVIEW WAVE FEATURE	Invoice	05/25/2023	06/13/2023	197.50	197.50	120-50-41539		623	1
22859	2	22850 HAILEY FLOOD PLAIN MANAGEMENT SER	Invoice	05/25/2023	06/13/2023	237.00	237.00	100-20-41313		623	1
Total 5855 HARMONY DESIGN INC:						434.50	434.50				
5410 HDR ENGINEERING INC											
120052	1	1200525408 FACILITY PLANNING STUDY - TASK O	Invoice	05/24/2023	06/13/2023	3,331.61	3,331.61	230-75-41549	19.70.0001.1	623	1
Total 5410 HDR ENGINEERING INC:						3,331.61	3,331.61				
5865 IDAHO DEPARTMENT OF LABOR											
2023/Q	1	2023/Q1 Late Penalty	Invoice	06/07/2023	06/13/2023	6.67	6.67	100-15-41128		623	1
2023/Q	2	2023/Q1 Late Penalty	Invoice	06/07/2023	06/13/2023	6.67	6.67	200-15-41128		623	1
2023/Q	3	2023/Q1 Late Penalty	Invoice	06/07/2023	06/13/2023	6.66	6.66	210-15-41128		623	1
Total 5865 IDAHO DEPARTMENT OF LABOR:						20.00	20.00				
1301 IDAHO DEPT OF WATER RESOURCES											
37-220	1	#37-22019 WATER RIGHT TRANSFER	Invoice	06/05/2023	06/13/2023	1,390.00	1,390.00	200-60-41313		623	1
Total 1301 IDAHO DEPT OF WATER RESOURCES:						1,390.00	1,390.00				
6501 IDAHO EQUIPMENT											
103177	1	103177 HOP PORTER WORK DAY - RENTAL 5" HO	Invoice	05/22/2023	06/13/2023	132.00	132.00	100-50-41405		623	1
Total 6501 IDAHO EQUIPMENT:						132.00	132.00				
671 IDAHO LUMBER & HARDWARE											
946303	1	946303 Library shelving	Invoice	05/10/2023	06/13/2023	80.77	80.77	100-45-41413		623	1
946857	1	946857 SILICA SAND	Invoice	05/15/2023	06/13/2023	10.32	10.32	100-40-41405		623	1
946877	1	946877 HOP PORTER - BOLTS, 2X6 SEL STRUC S-	Invoice	05/15/2023	06/13/2023	30.15	30.15	100-50-41405		623	1
946929	1	946929 CLEANING SUPPLIES - BROOM/DUSTPAN	Invoice	05/16/2023	06/13/2023	13.99	13.99	100-40-41413		623	1
946994	1	946994 WORK GLOVES	Invoice	05/16/2023	06/13/2023	23.90	23.90	100-40-41405		623	1
947077	1	947077 SILICA SAND	Invoice	05/17/2023	06/13/2023	10.32	10.32	100-40-41405		623	1
947143	1	947143 QUICK COUPLER, FLARE FITTING CAP, H	Invoice	05/17/2023	06/13/2023	31.15	31.15	100-40-41405		623	1
947173	1	947173 HOP PORTER - SCREWS, BOLTS	Invoice	05/17/2023	06/13/2023	42.39	42.39	100-50-41405		623	1
947459	1	Inv # 947459 Chainsaw tool	Invoice	05/19/2023	06/13/2023	7.59	7.59	100-55-41215		623	1
947550	1	947550 HOP PORTER WORK DAY - SANDER ORBI	Invoice	05/20/2023	06/13/2023	234.49	234.49	100-50-41405		623	1
947580	1	947580 HOP PORTER WORK DAY - SANDNET DIS	Invoice	05/20/2023	06/13/2023	33.98	33.98	100-50-41405		623	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
947753	1	947753 HOP PORTER - GRAFFITI CLEANUP SUPP	Invoice	05/22/2023	06/13/2023	70.24	70.24	100-50-41403		623	1
947818	1	947818 PAINT CLEANUP SUPPLIES	Invoice	05/23/2023	06/13/2023	20.98	20.98	100-50-41405		623	1
948231	1	#948231 BOLTS WW	Invoice	05/25/2023	06/13/2023	2.90	2.90	210-70-41423		623	1
948680	1	Inv # 948680 storage box	Invoice	05/30/2023	06/13/2023	30.98	30.98	100-55-41215		623	1
948870	1	#948870 DRILL BIT	Invoice	05/31/2023	06/13/2023	7.99	7.99	200-60-41413		623	1
949425	1	#949425 BALL DRIVER SET	Invoice	06/05/2023	06/13/2023	23.99	23.99	200-60-41405		623	1
Total 671 IDAHO LUMBER & HARDWARE:						676.13	676.13				
400 IDAHO MOUNTAIN EXPRESS											
05/31/2	1	5/22 - CC Text Amend Title 16 & 17, PUD argmnt of C	Invoice	05/31/2023	06/13/2023	105.80	105.80	100-20-41319		623	1
05/31/2	2	Public Hearing: Preliminary Plat App by ARCH Comm	Invoice	05/31/2023	06/13/2023	430.80	430.80	100-20-41319		623	1
05/31/2	3	5/22 - CC Consideration of an Ord 2023 - () Amendin	Invoice	05/31/2023	06/13/2023	70.77	70.77	100-20-41319		623	1
05/31/2	4	6/5 - P&Z City Initiated Text Amend 111 E Croy Street	Invoice	05/31/2023	06/13/2023	66.24	66.24	100-20-41319		623	1
05/31/2	5	6/13 - Zone change app by Wood River Land Trust	Invoice	05/31/2023	06/13/2023	43.24	43.24	100-20-41319		623	1
05/31/2	6	Ord 1319 - LOT .5 Percent Housing	Invoice	05/31/2023	06/13/2023	29.13	29.13	100-15-41319		623	1
05/31/2	7	6/20 - Design Review app by Ivie, new garag with up	Invoice	05/31/2023	06/13/2023	42.32	42.32	100-20-41319		623	1
05/31/2	8	Ord 1319 - LOT .5 Percent Housing	Invoice	05/31/2023	06/13/2023	29.13	29.13	200-15-41319		623	1
05/31/2	9	Ord 1319 - LOT .5 Percent Housing	Invoice	05/31/2023	06/13/2023	29.14	29.14	210-15-41319		623	1
Total 400 IDAHO MOUNTAIN EXPRESS:						846.57	846.57				
22433 IDAHO POWER											
05/31/2	1	IP 2204837906 Street	Invoice	05/31/2023	06/13/2023	1,580.87	1,580.87	100-40-41715		623	1
05/31/2	2	IP 2207926011 - 113 N River St Compact	Invoice	05/31/2023	06/13/2023	28.80	28.80	100-40-41715		623	1
05/31/2	3	IP Acct#22062003362 Water	Invoice	05/31/2023	06/13/2023	4,970.58	4,970.58	200-60-41717		623	1
05/31/2	4	IP Acct#2206105138 STREET	Invoice	05/31/2023	06/13/2023	51.32	51.32	100-40-41715		623	1
05/31/2	5	IP2220558932 - PARKS LION PARK	Invoice	05/31/2023	06/13/2023	16.95	16.95	100-40-41717		623	1
05/31/2	6	IP2208020376 - 191 San Badger Dr.	Invoice	05/31/2023	06/13/2023	7.47	7.47	100-50-41717		623	1
Total 22433 IDAHO POWER:						6,655.99	6,655.99				
534 IDEQ											
202306	1	#20230636-Q4 DRINKING WATER QUARTERLY FE	Invoice	06/07/2023	06/13/2023	2,747.00	2,747.00	200-60-41311		623	1
Total 534 IDEQ:						2,747.00	2,747.00				
612 INGRAM BOOK COMPANY											
757618	1	5.2023 MSD COLLECTION	Invoice	05/01/2023	06/13/2023	3,155.94	3,155.94	100-45-41535		623	1
757618	2	75761831 5.2.23 SVWC	Invoice	05/01/2023	06/13/2023	20.92	20.92	100-45-41549	22.45.0002.1	623	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 612 INGRAM BOOK COMPANY:						3,176.86	3,176.86				
229 INTEGRATED TECHNOLOGIES											
211546	1	#211546 SERVICE CONTRACT FOR COPIES	Invoice	03/18/2023	06/13/2023	97.44	97.44	100-25-41411		623	1
216196	1	#216196 SERVICE CONTRACT FOR SHARP MX 23	Invoice	05/18/2023	06/13/2023	118.52	118.52	100-25-41411		623	1
Total 229 INTEGRATED TECHNOLOGIES:						215.96	215.96				
330 JANE'S ARTIFACTS											
059276	1	059276 PMD Library - name badges	Invoice	05/09/2023	06/13/2023	9.98	9.98	100-45-41215		623	1
059349	1	059349 office supplies	Invoice	05/18/2023	06/13/2023	8.60	8.60	100-45-41215		623	1
059468	1	059468 Pental Refill Erasers	Invoice	06/02/2023	06/13/2023	.73	.73	100-15-41215		623	1
059468	2	059468 Pental Refill Erasers	Invoice	06/02/2023	06/13/2023	.73	.73	200-15-41215		623	1
059468	3	059468 Pental Refill Erasers	Invoice	06/02/2023	06/13/2023	.73	.73	210-15-41215		623	1
Total 330 JANE'S ARTIFACTS:						20.77	20.77				
1065 JOE'S BACKHOE SERVICES INC											
742318	1	#7423182 211 ALDER ST. LEAK REPAIR	Invoice	05/28/2023	06/13/2023	2,213.00	2,213.00	200-60-41403		623	1
Total 1065 JOE'S BACKHOE SERVICES INC:						2,213.00	2,213.00				
4542 KETCHUM COMPUTERS											
19547	1	#19547 Admin: Monthly updates, locate parks and lan	Invoice	03/31/2023	06/13/2023	459.76	459.76	100-15-41313		623	1
19547	2	#19547 Admin: Monthly updates, locate parks and lan	Invoice	03/31/2023	06/13/2023	459.76	459.76	200-15-41313		623	1
19547	3	#19547 Admin: Monthly updates, locate parks and lan	Invoice	03/31/2023	06/13/2023	459.77	459.77	210-15-41313		623	1
19547	4	#19547: Comm Dev: Database reset, Flood info, shar	Invoice	03/31/2023	06/13/2023	180.00	180.00	100-20-41313		623	1
19547	5	#19547 PW: Kabalock access with Nancy, Lock updat	Invoice	03/31/2023	06/13/2023	60.00	60.00	100-42-41313		623	1
19547	6	#19547 PW: Kabalock access with Nancy, Lock updat	Invoice	03/31/2023	06/13/2023	60.00	60.00	200-42-41313		623	1
19547	7	#19547 PW: Kabalock access with Nancy, Lock updat	Invoice	03/31/2023	06/13/2023	60.00	60.00	210-42-41313		623	1
19547	8	#19547 Wastewater: Rob's new laptop setup and con	Invoice	03/31/2023	06/13/2023	261.00	261.00	210-70-41313		623	1
19547	9	#19547 HPD: Gavin phone setup, Phone issue repro	Invoice	03/31/2023	06/13/2023	360.00	360.00	100-25-41313		623	1
19618	1	19618 Admin: Monthly updates, server planning, sou	Invoice	05/01/2023	05/22/2023	354.76	354.76	100-15-41313		523	1
19618	2	19618 Admin: Monthly updates, server planning, sou	Invoice	05/01/2023	05/22/2023	354.76	354.76	200-15-41313		523	1
19618	3	19618 Admin: Monthly updates, server planning, sou	Invoice	05/01/2023	05/22/2023	354.77	354.77	210-15-41313		523	1
19618	4	19618 P.W: Goud Green Remote access to GIS Proje	Invoice	05/01/2023	05/22/2023	165.00	165.00	100-42-41313		523	1
19618	5	19618 P.W: Goud Green Remote access to GIS Proje	Invoice	05/01/2023	05/22/2023	165.00	165.00	200-42-41313		523	1
19618	6	19618 P.W: Goud Green Remote access to GIS Proje	Invoice	05/01/2023	05/22/2023	165.00	165.00	210-42-41313		523	1
19618	7	19618 Parks: Skate Park cameras streaming to websi	Invoice	05/01/2023	05/22/2023	270.00	270.00	100-50-41313		523	1

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
19618	8	19618 HPD: elmpact install on laptop for SWET integ	Invoice	05/01/2023	05/22/2023	270.00	270.00	100-25-41313		523	1
19618	9	19618 HPD: elmpact install on laptop for SWET integ	Adjustmen	05/01/2023	05/22/2023	270.00-	270.00-	100-25-41313		623	1
19618	10	19618 HPD: elmpact install on laptop for SWET integ	Invoice	05/01/2023	05/22/2023	180.00	180.00	100-25-41313		623	1
19618		Chk No: 55670 (1)	Calculated	05/19/2023			354.76-	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	06/07/2023			354.76	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	05/19/2023			354.76-	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	06/07/2023			354.76	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	05/19/2023			354.77-	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	06/07/2023			354.77	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	05/19/2023			165.00-	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	06/07/2023			165.00	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	05/19/2023			165.00-	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	06/07/2023			165.00	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	05/19/2023			165.00-	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	06/07/2023			165.00	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	05/19/2023			270.00-	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	06/07/2023			270.00	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	05/19/2023			270.00-	1000020301		523	1
19618		Chk No: 55670 (1)	Calculated	06/07/2023			270.00	1000020301		523	1
19677	1	#19677 Admin: Monthly updates, New server CMwar	Invoice	05/31/2023	06/13/2023	279.76	279.76	100-15-41313		623	1
19677	2	#19677 Admin: Monthly updates, New server CMwar	Invoice	05/31/2023	06/13/2023	279.76	279.76	200-15-41313		623	1
19677	3	#19677 Admin: Monthly updates, New server CMwar	Invoice	05/31/2023	06/13/2023	279.77	279.77	210-15-41313		623	1
19677	4	#19677 Comm Dev: Phone move with Jessie	Invoice	05/31/2023	06/13/2023	45.00	45.00	100-20-41313		623	1
19677	5	#19677 HFD: 8x8 autoattendant change, Spec and or	Invoice	05/31/2023	06/13/2023	135.00	135.00	100-55-41313		623	1
19677	6	#19677 Library: Laptop VPN planning, Peru Consulat	Invoice	05/31/2023	06/13/2023	180.00	180.00	100-45-41313		623	1
19677	7	#19677 Street: Setup new users for Streets Dept in 3	Invoice	05/31/2023	06/13/2023	90.00	90.00	100-40-41313		623	1
Total 4542 KETCHUM COMPUTERS:						5,658.87	5,658.87				
386 L.L. GREENS											
A70222	1	A702222 library supplies TCW	Invoice	05/16/2023	06/13/2023	6.49	6.49	100-45-41215		623	1
A70299	1	#A702995 PARTS FOR PLANT USE WW	Invoice	05/22/2023	06/13/2023	89.09	89.09	210-70-41401		623	1
A70403	1	TRANSACTION # A704034 ENGINEER HAMMER	Invoice	05/31/2023	06/13/2023	24.99	24.99	100-55-41523		623	1
A70445	1	A704451 CITY HALL WEST - 9V RECHARGEABLE	Invoice	06/03/2023	06/13/2023	58.39	58.39	100-50-41403		623	1
B40910	1	#B409103 MEAN GREEN CLEANER	Invoice	05/26/2023	06/13/2023	5.99	5.99	100-25-41215		623	1
B40943	1	#B409436 TEFLON TAPE	Invoice	05/30/2023	06/13/2023	5.37	5.37	200-60-41403		623	1
D70378	1	D70378 TCW KEY DUPLICATES FOR IT PERSONN	Invoice	05/19/2023	06/13/2023	2.66	2.66	100-42-41215		623	1
D70378	2	D70378 TCW KEY DUPLICATES FOR IT PERSONN	Invoice	05/19/2023	06/13/2023	2.66	2.66	200-42-41215		623	1
D70378	3	D70378 TCW KEY DUPLICATES FOR IT PERSONN	Invoice	05/19/2023	06/13/2023	2.66	2.66	210-42-41215		623	1
D70613	1	D70613 JIMMY'S - ADAPTER	Invoice	05/25/2023	06/13/2023	3.98	3.98	100-50-41403		623	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
D70735	1	D70735 PARK KEYS	Invoice	05/30/2023	06/13/2023	29.77	29.77	100-50-41215		623	1
Total 386 L.L. GREENS :						232.05	232.05				
227 L.N. CURTIS AND SONS											
INV706	1	#CM36351 CREDIT MEMO FOR ARMOR OWENS C	Invoice	05/19/2023	06/13/2023	1,852.25	1,852.25	100-55-41703		623	1
Total 227 L.N. CURTIS AND SONS :						1,852.25	1,852.25				
5566 LANTIS PRODUCTIONS INC.											
23168	1	4th of July Firewords 2023, payment 1 of 2	Invoice	06/05/2023	06/13/2023	9,000.00	9,000.00	100-10-41707		623	1
Total 5566 LANTIS PRODUCTIONS INC.:						9,000.00	9,000.00				
366 LES SCHWAB TIRE CENTER											
117008	1	Inv # 11700809167 SQ 54 CHEVY TAHO WINTER C	Invoice	05/09/2023	06/13/2023	99.96	99.96	100-55-41415		623	1
117008	1	11700812665 PARKS RANGER - INSTALL ROTORS	Invoice	05/26/2023	06/13/2023	214.93	214.93	100-50-41415		623	1
Total 366 LES SCHWAB TIRE CENTER:						314.89	314.89				
547 LES SCHWAB TIRE CENTER - STREETS											
117007	1	11700792206 CREDIT IV# 11700788029 18/950-8/4	Invoice	12/29/2022	01/23/2023	125.99-	125.99-	100-40-41405		123	1
Total 547 LES SCHWAB TIRE CENTER - STREETS:						125.99-	125.99-				
120 LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNC											
T20504	1	T205042023TCT T2 TRAINING - SAVAGE	Invoice	05/16/2023	06/13/2023	105.00	105.00	100-40-41723		623	1
Total 120 LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNC:						105.00	105.00				
4595 LYON LANDSCAPE ARCHITECTS PLLC											
385.23.	1	385.23.2 RIVER ST LHTAC - PROJECT MGMT, PRE	Invoice	06/01/2023	06/13/2023	4,950.00	4,950.00	120-40-41549		623	1
Total 4595 LYON LANDSCAPE ARCHITECTS PLLC:						4,950.00	4,950.00				
928 MAGIC VALLEY LABS, INC.											
27814	1	#27814 DRINKING WAT SAMPLES	Invoice	05/26/2023	06/13/2023	216.00	216.00	200-60-41795		623	1
27814	2	#27814 INDIAN CREEK SPRING SAMPLE	Invoice	05/26/2023	06/13/2023	248.00	248.00	200-60-41795		623	1
27814	3	#27814 CONSTRUCTION SAMPLES	Invoice	05/26/2023	06/13/2023	144.00	144.00	200-60-41795		623	1
27814	4	#27814 COOLER RETURN	Invoice	05/26/2023	06/13/2023	44.00	44.00	200-60-41795		623	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
27815	1	#27815 EFFLUENT TESTING WW	Invoice	05/26/2023	06/13/2023	732.00	732.00	210-70-41795		623	1
Total 928 MAGIC VALLEY LABS, INC.:						1,384.00	1,384.00				
6531 MCGRATH RENT CORP											
101343	1	#101343290 POWER ANALYZER RENTAL	Invoice	05/21/2023	06/13/2023	735.33	735.33	200-60-41401		623	1
Total 6531 MCGRATH RENT CORP:						735.33	735.33				
4495 MIDWEST TAPE LLC											
503723	1	0503723947 05.01.23 MEDIA	Invoice	05/01/2023	06/13/2023	24.99	24.99	100-45-41535		623	1
503736	1	0503736548 05.04.23 MEDIA	Invoice	05/04/2023	06/13/2023	65.96	65.96	100-45-41535		623	1
503774	1	0503774980 05.11.23 MEDIA	Invoice	05/11/2023	06/13/2023	78.71	78.71	100-45-41535		623	1
503803	1	0503803850 05.18.23 MEDIA	Invoice	05/18/2023	06/13/2023	105.70	105.70	100-45-41535		623	1
503803	1	0503803851 05.18.23 MEDIA	Invoice	05/18/2023	06/13/2023	63.99	63.99	100-45-41535		623	1
503837	1	0503837577 05.25.23 MEDIA	Invoice	05/25/2023	06/13/2023	18.99	18.99	100-45-41535		623	1
Total 4495 MIDWEST TAPE LLC:						358.34	358.34				
2367 MSC INDUSTRIAL SUPPLY CO.											
383699	1	#38369907 GLOVES, GASKETS, PARTS WW	Invoice	05/11/2023	06/13/2023	413.81	413.81	210-70-41421		623	1
400086	1	#40008627 COUPLERS (CAM LOCKS) FOR PLANT	Invoice	05/16/2023	06/13/2023	234.61	234.61	210-70-41421		623	1
Total 2367 MSC INDUSTRIAL SUPPLY CO.:						648.42	648.42				
251 NAPA AUTO PARTS											
146876	1	146876 4DR T-45H TP ST BIT	Invoice	05/16/2023	06/13/2023	12.49	12.49	100-50-41405		623	1
147166	1	147166 GAUGE #4031	Invoice	05/18/2023	06/13/2023	19.49	19.49	100-40-41405		623	1
147586	1	147586 BATTERY CHARGER	Invoice	05/22/2023	06/13/2023	285.00	285.00	100-40-41423		623	1
147922	1	147922 WEATHERSHIELD, HOSE END FITTINGS	Invoice	05/24/2023	06/13/2023	148.55	148.55	100-40-41405		623	1
147923	1	147923 WEATHERSHIELD	Invoice	05/24/2023	06/13/2023	219.78	219.78	100-40-41405		623	1
147924	1	147924 WEATHERSHIELD RETURN	Invoice	05/24/2023	06/13/2023	32.56-	32.56-	100-40-41405		623	1
160846	1	160846 BATTERY	Invoice	05/18/2023	06/13/2023	199.98	199.98	100-40-41405		623	1
Total 251 NAPA AUTO PARTS:						852.73	852.73				
918 NELSON'S AUTO SERVICE & QUICK											
7428	1	7428 SERVICE CHEVY SILVERADO LIC#HPD 5	Invoice	05/18/2023	06/13/2023	69.95	69.95	100-50-41415		623	1
7490	1	7490 SERVICE CHEVY SILVERADO LIC#HPD 5	Invoice	05/23/2023	06/13/2023	58.00	58.00	100-50-41415		623	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 918 NELSON'S AUTO SERVICE & QUICK :						127.95	127.95				
307 NORTH CENTRAL LABORATORIES											
487251	1	#487251 DYE FOR MICROBIOLOGY TESTING WW	Invoice	05/12/2023	06/13/2023	372.76	372.76	210-70-41795		623	1
487839	1	#487839 QA/QC STANDARD WW	Invoice	05/25/2023	06/13/2023	56.55	56.55	210-70-41795		623	1
Total 307 NORTH CENTRAL LABORATORIES:						429.31	429.31				
8562 NORTHWEST BACKFLOW ED.											
3707	1	#3707 BACKFLOW TESTER AND EQUIPMENT	Invoice	06/05/2023	06/13/2023	1,560.00	1,560.00	200-60-41405		623	1
Total 8562 NORTHWEST BACKFLOW ED.:						1,560.00	1,560.00				
50298 O'REILLY AUTO PARTS											
4635-3	1	#4635-326302 PARTS/TOOLS WW	Invoice	05/17/2023	06/13/2023	64.43	64.43	210-70-41423		623	1
4635-3	1	#4635-326670 WIPER FLUID AND ANTIFREEZE FO	Invoice	05/18/2023	06/23/2023	31.51	31.51	100-25-41415		623	1
4635-3	1	4635-327906 WIPER BLADE	Invoice	05/23/2023	06/13/2023	9.00	9.00	100-50-41415		623	1
4635-3	1	4635-327925 MICRO -V BELT	Invoice	05/23/2023	06/13/2023	37.73	37.73	100-50-41415		623	1
4635-3	1	#4635-328653 HOSE CLAMP WW	Invoice	05/25/2023	06/13/2023	6.39	6.39	210-70-41423		623	1
4635-3	1	#4635-330312 TRUCK CLEANING SUPPLIES	Invoice	06/01/2023	06/13/2023	63.24	63.24	200-60-41415		623	1
Total 50298 O'REILLY AUTO PARTS:						212.30	212.30				
6217 OVERDRIVE											
03040C	1	03040CO23177911 6.2.2023 ADVANTAGE	Invoice	06/02/2023	06/13/2023	430.58	430.58	100-45-41535		623	1
Total 6217 OVERDRIVE:						430.58	430.58				
438 PLATT											
4A6282	1	#4A62824 ELECTRICAL PARTS FOR PLANT WW	Invoice	05/11/2023	06/13/2023	50.34	50.34	210-70-41401		623	1
4B7139	1	#4B71393 ELECTRICAL PARTS FOR WOODSIDE FA	Invoice	05/25/2023	06/13/2023	10.56	10.56	200-60-41413		623	1
4C3160	1	#4C31604 ELECTRICAL PARTS FOR NEW FUEL TAN	Invoice	06/05/2023	06/13/2023	202.11	202.11	210-70-41401		623	1
4C4366	1	#4C43662 PARTS FOR NEW FUEL TANK ELECTRI	Invoice	06/06/2023	06/13/2023	292.06	292.06	210-70-41401		623	1
Total 438 PLATT:						555.07	555.07				
2477 POST ACADEMY											
S23114	1	#S23114891 TAC-MED TRAINING FOR CHARLES C	Invoice	05/23/2023	06/13/2023	350.00	350.00	100-25-41723		623	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 2477 POST ACADEMY:						350.00	350.00				
8576 PRIORITY ONE HOME CLEANING SERVICES											
022	1	022 May 2023 library cleaning	Invoice	06/02/2023	06/13/2023	2,310.00	2,310.00	100-45-41413		623	1
Total 8576 PRIORITY ONE HOME CLEANING SERVICES:						2,310.00	2,310.00				
6530 REBECCA F. BUNDY, ARCHITECT, PLLC											
2023.0	1	# 2023.02 May Services	Invoice	06/01/2023	06/13/2023	2,847.50	2,847.50	100-20-41313		623	1
Total 6530 REBECCA F. BUNDY, ARCHITECT, PLLC:						2,847.50	2,847.50				
6538 REYES GARCIA, CAMILA											
2	1	INV 2 ESSER After School Grant - Class leader	Invoice	06/03/2023	06/13/2023	663.00	663.00	100-45-41549	23.45.0002.1	623	1
Total 6538 REYES GARCIA, CAMILA:						663.00	663.00				
4694 ROB BECK LLC											
7362	1	7362 TREE REMOVAL - SIDE OF CUTTERS	Invoice	05/23/2023	06/13/2023	2,800.00	2,800.00	100-50-41402		623	1
7365	1	7365 DEERFIELD PARK - TREE REMOVAL	Invoice	05/23/2023	06/13/2023	1,300.00	1,300.00	100-50-41402		623	1
Total 4694 ROB BECK LLC:						4,100.00	4,100.00				
6522 RODGER, AMBER TELLERIA											
000000	1	Inv 0000003 ESSER SS Grant - Staff	Invoice	06/01/2023	06/13/2023	1,162.50	1,162.50	100-45-41549	23.45.0001.1	623	1
112426	1	Reimb purch ESSER SS 112-4263269-1641015	Invoice	05/05/2023	06/13/2023	23.29	23.29	100-45-41549	23.45.0001.1	623	1
56012	1	Reimb Escape Room purch- ESSER SS Grant	Invoice	05/07/2023	06/13/2023	51.50	51.50	100-45-41549	23.45.0001.1	623	1
Total 6522 RODGER, AMBER TELLERIA:						1,237.29	1,237.29				
4635 ROPES END PROPERTY SERVICES LLC											
9879	1	Inv # 9879 Monthly contract for pest control	Invoice	05/22/2023	06/13/2023	190.00	190.00	100-55-41325		623	1
Total 4635 ROPES END PROPERTY SERVICES LLC:						190.00	190.00				
5129 RUSH TRUCK CENTERS OF ID INC											
303184	1	3031849541 LATCH KIT, HOOD LATCH	Invoice	03/24/2023	05/22/2023	175.00-	175.00-	100-40-41405		523	1

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 5129 RUSH TRUCK CENTERS OF ID INC:						175.00-	175.00-				
2849 SAGE SUPPLY, INC.											
23-399	1	23-39981 MASTIC	Invoice	05/16/2023	06/13/2023	2,427.54	2,427.54	100-40-41403		623	1
Total 2849 SAGE SUPPLY, INC.:						2,427.54	2,427.54				
6502 SAUERBREY, SAGE M											
05/15/2	1	PZ Meeting 5/15/2023	Invoice	05/15/2023	06/13/2023	100.00	100.00	100-10-41313		623	1
05/15/2	2	PZ Stipend 1	Invoice	05/15/2023	06/13/2023	50.00	50.00	200-10-41313		623	1
05/15/2	3	PZ Stipend 2	Invoice	05/15/2023	06/13/2023	50.00	50.00	210-10-41313		623	1
06/05/2	1	PZ Meeting 6/5/23	Invoice	06/05/2023	06/13/2023	100.00	100.00	100-10-41313		623	1
06/05/2	2	PZ Stipend 1	Invoice	06/05/2023	06/13/2023	50.00	50.00	200-10-41313		623	1
06/05/2	3	PZ Stipend 2	Invoice	06/05/2023	06/13/2023	50.00	50.00	210-10-41313		623	1
Total 6502 SAUERBREY, SAGE M:						400.00	400.00				
1456 SAWTOOTH PLUMBING & HEATING, INC.											
39746	1	39746 HEAGLE PARK - RESTROOM REPAIRS	Invoice	05/17/2023	06/13/2023	3,527.45	3,527.45	100-50-41403		623	1
39806	1	39806 HOP PORTER - RESTROOM REPAIRS	Invoice	05/17/2023	06/13/2023	466.45	466.45	100-50-41403		623	1
39807	1	39807 OLD CUTTERS PARK - RESTROOM REPAIR	Invoice	05/17/2023	06/13/2023	397.18	397.18	100-50-41403		623	1
39808	1	39808 McKERCHER PARK - RESTROOM REPAIRS	Invoice	05/17/2023	06/13/2023	353.52	353.52	100-50-41403		623	1
Total 1456 SAWTOOTH PLUMBING & HEATING, INC.:						4,744.60	4,744.60				
214 SAWTOOTH WOOD PRODUCTS											
000013	1	0000139782 4362/GRAVLEY 452 - OIL, OIL FILTER,	Invoice	05/19/2023	06/13/2023	215.19	215.19	100-50-41405		623	1
000013	1	0000139783 4361/GRAVLEY 260 - OIL, OIL FILTER,	Invoice	05/19/2023	06/13/2023	118.89	118.89	100-50-41405		623	1
Total 214 SAWTOOTH WOOD PRODUCTS:						334.08	334.08				
4330 SCANLON, OWEN											
05/15/2	1	P&Z Stipend 5/15/2023	Invoice	05/15/2023	06/13/2023	100.00	100.00	100-10-41313		623	1
05/15/2	2	P&Z Stipend	Invoice	05/15/2023	06/13/2023	50.00	50.00	200-10-41313		623	1
05/15/2	3	P&Z Stipend 2	Invoice	05/15/2023	06/13/2023	50.00	50.00	210-10-41313		623	1
06/05/2	1	PZ Meeting 6/5/23	Invoice	06/05/2023	06/13/2023	100.00	100.00	100-10-41313		623	1
06/05/2	2	P&Z Stipend	Invoice	06/05/2023	06/13/2023	50.00	50.00	200-10-41313		623	1
06/05/2	3	P&Z Stipend 2	Invoice	06/05/2023	06/13/2023	50.00	50.00	210-10-41313		623	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 4330 SCANLON, OWEN:						400.00	400.00				
946 SIGMA-ALDRICH INC.											
560059	1	#560059194 DMRQA 42 TEST WW	Invoice	05/08/2023	06/13/2023	340.04	340.04	210-70-41795		623	1
560220	1	#560220703 DMRQA 43 TEST WW	Invoice	05/25/2023	06/13/2023	113.02	113.02	210-70-41795		623	1
Total 946 SIGMA-ALDRICH INC.:						453.06	453.06				
5494 SILVER CREEK SUPPLY											
001028	1	0010286469-001 PARKS GASKETS - BLOW OUT FI	Invoice	05/12/2023	06/13/2023	56.66	56.66	100-50-41403		623	1
001062	1	0010627804-001 IRONSIDE SOD REP - ROTOR, R	Invoice	05/08/2023	06/13/2023	29.02	29.02	100-40-41403		623	1
001065	1	0010656977-001 KIWANIS - BALL VALVE	Invoice	05/18/2023	06/13/2023	465.94	465.94	100-50-41403		623	1
001075	1	0010754521-001 SCU TRAINING	Invoice	05/16/2023	06/13/2023	50.00	50.00	100-50-41403		623	1
001084	1	0010843764-001 PARKS ROTOR, ROTOR TOOL	Invoice	05/19/2023	06/13/2023	126.58	126.58	100-50-41403		623	1
001085	1	0010856770-001 WOODSIDE - VALVE BOX, PRIME	Invoice	05/22/2023	06/13/2023	216.16	216.16	100-50-41403		623	1
001085	1	0010856770-002 WOODISDE - PVC ELBOW SLIP	Invoice	05/24/2013	06/13/2023	20.50	20.50	100-50-41405		623	1
001085	1	0010857254-001 ECHO HILL PARK - ROTOR	Invoice	05/22/2023	06/13/2023	219.42	219.42	100-50-41403		623	1
001086	1	0010866406-001 JIMMY'S - PVC PIPE, COUPLER,	Invoice	05/22/2023	06/13/2023	148.72	148.72	100-50-41405		623	1
001087	1	0010873336-001 JIMMY'S - COUPLER, POLY	Invoice	05/22/2023	06/13/2023	21.34	21.34	100-50-41403		623	1
001092	1	0010928673-001 JIMMY'S - PVC CAP SLIP	Invoice	05/24/2023	06/13/2023	4.83	4.83	100-50-41405		623	1
001093	1	0010932604-001 WOODSIDE - PVC COUPLER, CO	Invoice	05/25/2023	06/13/2023	6.57	6.57	100-50-41405		623	1
Total 5494 SILVER CREEK SUPPLY:						1,365.74	1,365.74				
1239 SIMMS LAW PLLC											
MAY-23	1	professional services - May 2023	Invoice	06/01/2023	06/13/2023	2,128.93	2,128.93	100-15-41313		623	1
MAY-23	2	professional services - May 2023	Invoice	06/01/2023	06/13/2023	2,128.93	2,128.93	200-15-41313		623	1
MAY-23	3	professional services - May 2023	Invoice	06/01/2023	06/13/2023	2,128.94	2,128.94	210-15-41313		623	1
Total 1239 SIMMS LAW PLLC:						6,386.80	6,386.80				
5683 SKYLINE EXCAVATION AND GRADING											
PAY RE	1	PAY Request #1 - WATER FILL STATION	Invoice	06/02/2023	06/13/2023	25,539.00	25,539.00	200-60-41547	23.20.0001.1	623	1
Total 5683 SKYLINE EXCAVATION AND GRADING:						25,539.00	25,539.00				
7002 SMITH, DAN											
05/15/2	1	P&Z Stipend 05/15/2023	Invoice	05/15/2023	06/13/2023	100.00	100.00	100-20-41313		623	1
05/15/2	2	P&Z Stipend	Invoice	05/15/2023	06/13/2023	50.00	50.00	200-10-41313		623	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
05/15/2	3	P&Z Stipend 2	Invoice	05/15/2023	06/13/2023	50.00	50.00	210-10-41313		623	1
06/05/2	1	P&Z Stipend 6/5/23	Invoice	06/05/2023	06/13/2023	100.00	100.00	100-10-41313		623	1
06/05/2	2	P&Z Stipend	Invoice	06/05/2023	06/13/2023	50.00	50.00	200-10-41313		623	1
06/05/2	3	P&Z Stipend 2	Invoice	06/05/2023	06/13/2023	50.00	50.00	210-10-41313		623	1
Total 7002 SMITH, DAN:						400.00	400.00				
1506 STANDARD PLUMBING SUPPLY											
TZJZ72	1	#TZJZ72 BRASS PARTS FOR WOODSIDE AIR RELI	Invoice	05/30/2023	06/13/2023	110.03	110.03	200-60-41401		623	1
Total 1506 STANDARD PLUMBING SUPPLY :						110.03	110.03				
725 STATE INSURANCE FUND											
271894	1	Installment Premium POLICY NUMBER 42310	Invoice	02/23/2023	06/13/2023	35,491.00	35,491.00	100-00-20310		623	1
Total 725 STATE INSURANCE FUND:						35,491.00	35,491.00				
50446 STONE, DUSTIN											
06/05/2	1	P&Z Stipend PZ Meeting 6/5/23	Invoice	06/05/2023	06/13/2023	100.00	100.00	100-10-41313		623	1
06/05/2	2	P&Z Stipend	Invoice	06/05/2023	06/13/2023	50.00	50.00	200-10-41313		623	1
06/05/2	3	P&Z Stipend 2	Invoice	06/05/2023	06/13/2023	50.00	50.00	210-10-41313		623	1
Total 50446 STONE, DUSTIN:						200.00	200.00				
4623 SUMMIT NATIONAL BANK											
LNN00	1	2019 Caterpillar 160M3 AWD Motor Grader	Invoice	06/05/2023	06/13/2023	24,304.20	24,304.20	100-40-41775		623	1
Total 4623 SUMMIT NATIONAL BANK:						24,304.20	24,304.20				
8559 SUN VALLEY AIR SERVICES BOARD											
06/02/2	1	LOT FOR AIR APRIL 2023	Invoice	06/02/2023	06/13/2023	6,447.36	6,447.36	100-10-41707		623	1
Total 8559 SUN VALLEY AIR SERVICES BOARD:						6,447.36	6,447.36				
413 SUN VALLEY CLEANERS											
A293-5/	1	# ADD PATCHES TO UNIFORM	Invoice	05/25/2023	06/13/2023	47.63	47.63	100-25-41703		623	1
Total 413 SUN VALLEY CLEANERS :						47.63	47.63				

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
4671 SYRINGA NETWORKS LLC											
23JUN	1	23JUN0378 Admin 33.33%	Invoice	06/01/2023	06/13/2023	62.50	62.50	100-15-41713		623	1
23JUN	2	23JUN0378 Admin 33.33%	Invoice	06/01/2023	06/13/2023	62.50	62.50	200-15-41710		623	1
23JUN	3	23JUN0378 Admin 33.33%	Invoice	06/01/2023	06/13/2023	62.50	62.50	210-15-41710		623	1
23JUN	4	23JUN0378 Comm Dev	Invoice	06/01/2023	06/13/2023	187.50	187.50	100-20-41713		623	1
23JUN	5	23JUN0378 PW 33.33%	Invoice	06/01/2023	06/13/2023	62.50	62.50	100-42-41713		623	1
23JUN	6	23JUN0378 PW 33.33%	Invoice	06/01/2023	06/13/2023	62.50	62.50	200-42-41713		623	1
23JUN	7	23JUN0378 PW 33.33%	Invoice	06/01/2023	06/13/2023	62.50	62.50	210-42-41713		623	1
23JUN	8	23JUN0378 Library	Invoice	06/01/2023	06/13/2023	187.50	187.50	100-45-41713		623	1
23JUN	9	23JUN0378 HPD	Invoice	06/01/2023	06/13/2023	850.00	850.00	100-25-41713		623	1
Total 4671 SYRINGA NETWORKS LLC:						1,600.00	1,600.00				
6344 T-MOBILE											
05/22/2	1	ACCOUNT # 975934298 HPD CELL PHONES	Invoice	05/22/2023	06/13/2023	336.70	336.70	100-25-41711		623	1
Total 6344 T-MOBILE:						336.70	336.70				
6546 TUMBLEWEED TINY HOUSE COMPANY											
INITIAL	1	TINY HOMES - 23 ELM 30 ALTA	Invoice	06/07/2023	06/13/2023	50,000.00	50,000.00	120-10-41549		623	1
Total 6546 TUMBLEWEED TINY HOUSE COMPANY:						50,000.00	50,000.00				
2817 UNITED OIL											
101989	1	1019890 FUEL CHARGES PARKS	Invoice	05/15/2023	06/13/2023	144.21	144.21	100-50-41719		623	1
101989	1	#1019894 PUMPED VEHICLE FUEL W.	Invoice	05/15/2023	06/13/2023	452.12	452.12	200-60-41719		623	1
101989	1	#1019895 PUMPED GAS WW	Invoice	05/15/2023	06/13/2023	216.22	216.22	210-70-41719		623	1
102091	1	1020911 FUEL CHARGES PARKS	Invoice	05/31/2023	06/13/2023	270.78	270.78	100-50-41719		623	1
102091	1	Inv 1020912 HFD Fuel Charges	Invoice	05/31/2023	06/13/2023	391.38	391.38	100-55-41719		623	1
102091	1	#1020913 HPD GAS	Invoice	05/31/2023	06/13/2023	974.76	974.76	100-25-41719		623	1
102091	1	#1020915 PUMPED VEHICLE FUEL W.	Invoice	05/31/2023	06/13/2023	323.83	323.83	200-60-41719		623	1
102091	1	#1020916 PUMPED GAS WW	Invoice	05/31/2023	06/13/2023	257.08	257.08	210-70-41719		623	1
397852	1	#397852 BULK DIESEL WW	Invoice	06/01/2023	06/13/2023	1,714.63	1,714.63	210-70-41719		623	1
397853	1	#397853 BULK GAS WW	Invoice	06/01/2023	06/13/2023	1,910.61	1,910.61	210-70-41719		623	1
397854	1	#397854 DEF WW	Invoice	06/01/2023	06/13/2023	60.00	60.00	210-70-41719		623	1
Total 2817 UNITED OIL:						6,715.62	6,715.62				
22444 USA BLUE BOOK											
INV000	1	INV00013492 JIMMY'S - GOULDS EFFLNT PUMP	Invoice	05/16/2023	06/13/2023	2,377.20	2,377.20	100-50-41403		623	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 22444 USA BLUE BOOK:						2,377.20	2,377.20				
2020 VALLEY WIDE COOPERATIVE											
068190	1	068190/9 PROPANE	Invoice	05/16/2023	06/13/2023	29.69	29.69	100-40-41719		623	1
068284	1	0682484/9 PROPANE	Invoice	05/18/2023	06/13/2023	46.85	46.85	100-40-41719		623	1
68443/	1	#68443/9 THIGH HIGH RUBBER BOOTS WW	Invoice	05/23/2023	06/13/2023	344.97	344.97	210-70-41423		623	1
780106	1	68485/9 waterproof boots, gloves	Invoice	05/24/2023	06/13/2023	43.32	43.32	100-42-41215	23.15.0002.1	623	1
780106	2	68485/9 waterproof boots, gloves	Invoice	05/24/2023	06/13/2023	43.33	43.33	200-42-41215	23.15.0002.1	623	1
780106	3	68485/9 waterproof boots, gloves	Invoice	05/24/2023	06/13/2023	43.33	43.33	210-42-41215	23.15.0002.1	623	1
Total 2020 VALLEY WIDE COOPERATIVE:						551.49	551.49				
367 WALKER SAND AND GRAVEL											
113857	1	1138576 NATURAL SAND, ENVIRONMENTAL FEE	Invoice	05/01/2023	06/13/2023	370.26	370.26	100-40-41403	23.15.0002.1	623	1
113952	1	1139524 NATURAL SAND, ENVIRONMENTAL FEE	Invoice	05/02/2023	06/13/2023	165.35	165.35	100-40-41403	23.15.0002.1	623	1
Total 367 WALKER SAND AND GRAVEL:						535.61	535.61				
4004 WAXIE SANITARY SUPPLY											
817162	1	81716211 CITY HALL CLEANING SUPPLIES	Invoice	05/17/2023	06/13/2023	42.77	42.77	100-42-41413		623	1
817162	2	81716211 CITY HALL CLEANING SUPPLIES	Invoice	05/17/2023	06/13/2023	42.77	42.77	200-42-41413		623	1
817162	3	81716211 CITY HALL CLEANING SUPPLIES	Invoice	05/17/2023	06/13/2023	42.77	42.77	210-42-41413		623	1
817162	1	81716212 PARKS CLEANING SUPPLIES	Invoice	05/17/2023	06/13/2023	2,380.78	2,380.78	100-50-41413		623	1
Total 4004 WAXIE SANITARY SUPPLY:						2,509.09	2,509.09				
209 WEBB LANDSCAPING											
B-IN-17	1	B-IN-178983 Croy & Main Flower bed plants	Invoice	06/03/2023	06/13/2023	1,352.52	1,352.52	100-45-41413		623	1
Total 209 WEBB LANDSCAPING :						1,352.52	1,352.52				
368 WESTERN STATES CAT											
IN0023	1	#IN002390408 BACHOE TOOTH PIN AND RETAINE	Invoice	05/10/2023	06/13/2023	33.75	33.75	200-60-41405		623	1
Total 368 WESTERN STATES CAT:						33.75	33.75				
6181 YSI INC.											
040720	1	QUOTE FOR YSI NEW/REPLACEMENT SENSORS	Invoice	04/07/2023	06/13/2023	14,578.70	14,578.70	210-70-41401		623	1
050520	1	MOUNTING AND CABLES FOR BASINS	Invoice	05/05/2023	06/13/2023	7,266.60	7,266.60	210-70-41401		623	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 6181 YSI INC.:						21,845.30	21,845.30				
Total :						627,786.68	606,753.68				
Grand Totals:						627,786.68	606,753.68				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
1000020301	2,099.29	23,132.29-	21,033.00-
100-00-20310	35,491.00	.00	35,491.00
100-00-20325	7,900.97	.00	7,900.97
100-00-20515	158,000.00	.00	158,000.00
100-10-41313	800.00	.00	800.00
100-10-41707	15,447.36	.00	15,447.36
100-10-41717	165.46	.00	165.46
100-15-41128	6.67	.00	6.67
100-15-41215	58.88	.00	58.88
100-15-41313	3,223.21	.00	3,223.21
100-15-41319	29.13	.00	29.13
100-15-41323	607.29	.00	607.29
100-15-41329	280.68	.00	280.68
100-15-41713	244.49	.00	244.49
100-15-41717	45.82	.00	45.82
100-20-41313	7,527.21	.00	7,527.21
100-20-41319	759.17	.00	759.17
100-20-41323	124.00	.00	124.00
100-20-41713	409.83	.00	409.83
100-25-41213	66.55	.00	66.55
100-25-41215	167.47	.00	167.47
100-25-41313	810.00	270.00-	540.00
100-25-41411	215.96	.00	215.96
100-25-41413	255.00	.00	255.00
100-25-41415	31.51	.00	31.51
100-25-41703	47.63	.00	47.63

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-25-41711	336.70	.00	336.70
100-25-41713	1,527.68	.00	1,527.68
100-25-41717	87.28	.00	87.28
100-25-41719	974.76	.00	974.76
100-25-41723	350.00	.00	350.00
100-40-41211	70.00	.00	70.00
100-40-41313	90.00	.00	90.00
100-40-41323	219.95	.00	219.95
100-40-41402	22,842.65	.00	22,842.65
100-40-41403	2,992.17	.00	2,992.17
100-40-41405	663.49	662.06-	1.43
100-40-41413	2,938.89	.00	2,938.89
100-40-41423	285.00	.00	285.00
100-40-41713	337.22	.00	337.22
100-40-41715	1,660.99	.00	1,660.99
100-40-41717	696.36	.00	696.36
100-40-41719	76.54	.00	76.54
100-40-41723	405.00	.00	405.00
100-40-41775	24,304.20	.00	24,304.20
100-42-41215	45.98	.00	45.98
100-42-41313	225.00	.00	225.00
100-42-41413	42.77	.00	42.77
100-42-41713	141.65	.00	141.65
100-42-41717	124.27	.00	124.27
100-45-41215	45.03	.00	45.03
100-45-41313	180.00	.00	180.00
100-45-41323	404.65	.00	404.65
100-45-41325	2,503.56	.00	2,503.56
100-45-41413	4,163.29	.00	4,163.29
100-45-41535	4,248.34	.00	4,248.34
100-45-41539	137.97	.00	137.97
100-45-41549	5,109.63	.00	5,109.63
100-45-41713	837.94	.00	837.94
100-50-41126	45.00	.00	45.00
100-50-41215	82.71	.00	82.71
100-50-41313	270.00	.00	270.00
100-50-41325	3,183.16	.00	3,183.16
100-50-41402	4,100.00	.00	4,100.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-50-41403	8,834.20	.00	8,834.20
100-50-41405	1,100.58	.00	1,100.58
100-50-41413	2,535.53	.00	2,535.53
100-50-41415	389.61	.00	389.61
100-50-41615	299.97	.00	299.97
100-50-41617	35.50	.00	35.50
100-50-41713	30.25	.00	30.25
100-50-41717	1,433.03	.00	1,433.03
100-50-41719	414.99	.00	414.99
100-55-41215	110.51	.00	110.51
100-55-41313	135.00	.00	135.00
100-55-41325	190.00	.00	190.00
100-55-41415	99.96	.00	99.96
100-55-41523	24.99	.00	24.99
100-55-41703	1,852.25	.00	1,852.25
100-55-41713	203.05	.00	203.05
100-55-41717	318.57	.00	318.57
100-55-41719	391.38	.00	391.38
120-10-41549	50,000.00	.00	50,000.00
120-40-41549	74,950.00	.00	74,950.00
120-50-41539	197.50	.00	197.50
200-10-41313	450.00	.00	450.00
200-15-41128	6.67	.00	6.67
200-15-41215	58.88	.00	58.88
200-15-41313	3,223.21	.00	3,223.21
200-15-41319	29.13	.00	29.13
200-15-41323	607.29	.00	607.29
200-15-41329	280.68	.00	280.68
200-15-41710	62.50	.00	62.50
200-15-41713	181.99	.00	181.99
200-42-41215	45.99	.00	45.99
200-42-41313	225.00	.00	225.00
200-42-41413	42.77	.00	42.77
200-42-41713	141.65	.00	141.65
200-42-41717	124.26	.00	124.26
200-60-41213	252.00	.00	252.00
200-60-41311	2,747.00	.00	2,747.00
200-60-41313	2,065.00	.00	2,065.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-60-41401	1,846.86	.00	1,846.86
200-60-41403	2,218.37	.00	2,218.37
200-60-41405	1,617.74	.00	1,617.74
200-60-41413	18.55	.00	18.55
200-60-41415	63.24	.00	63.24
200-60-41547	76,201.90	.00	76,201.90
200-60-41713	536.56	.00	536.56
200-60-41717	4,970.58	.00	4,970.58
200-60-41719	775.95	.00	775.95
200-60-41723	25.00	.00	25.00
200-60-41791	316.00	.00	316.00
200-60-41795	661.61	.00	661.61
210-10-41313	450.00	.00	450.00
210-15-41128	6.66	.00	6.66
210-15-41215	58.88	.00	58.88
210-15-41313	3,223.25	.00	3,223.25
210-15-41319	29.14	.00	29.14
210-15-41323	607.28	.00	607.28
210-15-41329	280.67	.00	280.67
210-15-41710	62.50	.00	62.50
210-15-41713	181.99	.00	181.99
210-42-41215	45.99	.00	45.99
210-42-41313	225.00	.00	225.00
210-42-41413	3,777.39	.00	3,777.39
210-42-41713	141.64	.00	141.64
210-42-41717	124.26	.00	124.26
210-70-41213	75.60	.00	75.60
210-70-41215	402.80	.00	402.80
210-70-41313	261.00	.00	261.00
210-70-41401	44,095.07	.00	44,095.07
210-70-41413	46.22	.00	46.22
210-70-41421	648.42	.00	648.42
210-70-41423	657.24	.00	657.24
210-70-41703	758.34	.00	758.34
210-70-41713	313.25	.00	313.25
210-70-41717	205.60	.00	205.60
210-70-41719	4,158.54	.00	4,158.54
210-70-41747	70.00	.00	70.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-70-41775	57.66	.00	57.66
210-70-41795	1,614.37	.00	1,614.37
230-75-41549	3,331.61	.00	3,331.61
Grand Totals:	<u>630,818.03</u>	<u>24,064.35-</u>	<u>606,753.68</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
01/23	.00	125.99-	125.99-
05/23	23,132.29	21,208.00-	1,924.29
06/23	607,685.74	2,401.85-	605,283.89
Grand Totals:	<u>630,818.03</u>	<u>24,064.35-</u>	<u>606,753.68</u>

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Consideration of a Text Amendment submitted by F&G Idaho LLC, and approval of an ordinance, Ordinance No. _____, Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay District (DRO), Section 17.04R.060: Downtown Residential Overlay Bulk Requirements, to add Item B., which allows for a maximum building height of thirty-five (35) feet within General Residential (GR) and Downtown Residential Overlay (DRO) Zoning Districts.

AUTHORITY:

ID Code _____ IAR _____ City Ordinance/Code Title 16
(IF APPLICABLE)

BACKGROUND: F&G Idaho, LLC, own a parcel within the City of Hailey’s Townsite Overlay (TO) District, Downtown Residential Overlay (DRO) and General Residential (GR) Zoning District. The parcel is approximately 20,393 square feet in size and is located at 50 W Maple Street. The Applicant originally requested to amend the Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article M: Townsite Overlay, Section 17.04M.060(C): Maximum Building Height to remove the General Residential (GR) Zoning District from the maximum building height of thirty feet (30’) outlined within the Townsite Overlay (TO) Zoning District, and instead allow for a maximum building height of thirty-five (35’) for GR parcels within the Townsite Overlay (TO). However, the Planning and Zoning Commission recommended that the text amendment apply instead to all GR zoned parcels in the Downtown Residential Overlay District (DRO), instead of all parcels zoned GR and within the TO, citing a more limited scope of impact within the DRO versus the TO that such an amendment could create. This amendment to the Application would still include the parcel owned by F&G Idaho, LLC, and the intended apartment unit development, and further, support and retain the character of Old Town Hailey.

The Applicant’s stated objective of their original Text Amendment Application is to allow developers and builders the opportunity to maximize the number of living units they can provide in multifamily buildings within the General Residential (GR) zones that also lie within the TO Zoning District. The Planning and Zoning Commission found that opportunities for the TO that can be achieved through increasing the maximum allowed building height may be retained for the DRO, in accordance with the original points raised by the Applicant.

A draft Ordinance is attached, accompanied by the existing and proposed amendments to Title 17.

The Planning and Zoning Commission recommended for approval by the Hailey City Council the proposed amendments to Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay (DRO), Section 17.04R.040: Use and Bulk Requirements, on April 17, 2023 (Findings of Fact signed May 1, 2023).

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # _____
Budget Line Item # _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Robyn Davis Phone # 788-9815 #13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney ___ City Administrator ___ Engineer ___ Building
___ Library ___ Planning ___ Fire Dept. _____

___ Safety Committee ___ P & Z Commission ___ Police ___
___ Streets ___ Public Works, Parks ___ Mayor ___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: : Motion to conduct a first reading and approve an ordinance, Ordinance No. _____, amending Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay District (DRO), Section 17.04R.060: Downtown Residential Overlay Bulk Requirements, to add Item B., which allows for a maximum building height of thirty-five (35) feet within General Residential (GR) and Downtown Residential Overlay (DRO) Zoning Districts, 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.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to conduct a first reading and approve an ordinance, Ordinance No. _____, amending Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay District (DRO), Section 17.04R.060: Downtown Residential Overlay Bulk Requirements, to add Item B., which allows for a maximum building height of thirty-five (35) feet within General Residential (GR) and Downtown Residential Overlay (DRO) Zoning Districts, 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 an ordinance, Ordinance No. _____, amending Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay District (DRO), Section 17.04R.060: Downtown Residential Overlay Bulk Requirements, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

Date _____
City Clerk _____

FOLLOW-UP:

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



STAFF REPORT
Hailey City Council
Regular Meeting of June 13, 2023

To: Hailey City Council

From: Emily Rodrigue, Community Development Resilience Planner/City Planner

Overview: Consideration of a Text Amendment Application submitted by F & G Idaho, LLC, to amend Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay District (DRO), Section 17.04R.060: Downtown Residential Overlay Bulk Requirements, to add Item B., which allows for a maximum building height of thirty-five (35) feet within General Residential (GR) and Downtown Residential Overlay (DRO) Zoning Districts.

Hearing: June 13, 2023

Applicant: F&G Idaho, LLC

Location: General Residential (GR) Zoning District within the Townsite Overlay (TO) and Downtown Residential Overlay (DRO) Zoning District

Notice: Notice for the public hearing was published in the Idaho Mountain Express on May 3, 2023 and mailed to public agencies on May 3, 2023.

Background and Application: F&G Idaho, LLC, owns a parcel within the City of Hailey's Townsite Overlay (TO) District, Downtown Residential Overlay (DRO) and General Residential (GR) Zoning District. The parcel is approximately 20,393 square feet in size and is located at 50 W. Maple Street. The Applicant has completed both a Pre-Application and full Design Review with the Hailey Planning and Zoning Commission for the proposed development of eighteen (18) apartment-style units located on the parcel. On May 1, 2023, the Hailey Planning and Zoning Commission approved the Design Review Application, and further adopted the Findings of Fact, Conclusion of Law and Decision on May 15, 2023.

F&G Idaho, LLC, originally requested to amend the Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article M: Townsite Overlay, Section 17.04M.060(C): Maximum Building Height to remove the General Residential (GR) Zoning District from the maximum building height of thirty feet (30') outlined within the Townsite Overlay (TO) Zoning District. If the amendment was adopted as originally proposed, the maximum building height for development within all sectors of the GR Zoning District, including those within the TO, would have become a uniform thirty-five (35) feet. This Text Amendment would have applied to and affected the Applicant's parcel and associated development.

The Applicant further provided thorough discussion on the suitability of the proposed text amendment as it relates to Section 17.04M.010, "Purpose" [Townsite Overlay District]. They noted the current built environment of the Business (B) District of the Townsite Overlay already permits buildings up to 35' in height, and 40' if a residential unit is provided. Additionally, they highlighted those buildings zoned as GR (but not located within the TO) already carry a maximum permitted building height of 35'. Accounting for all the information received by City Staff and the Applicant Team, the Planning and Zoning Commission recommended that the text amendment apply instead to all GR zoned parcels in the

Downtown Residential Overlay District (DRO), instead of all parcels zoned GR and within the TO, citing a more limited scope of impact within the DRO versus the TO that such an amendment could create. Details of this discussion are noted within the ‘Scope of Impact’ section below.

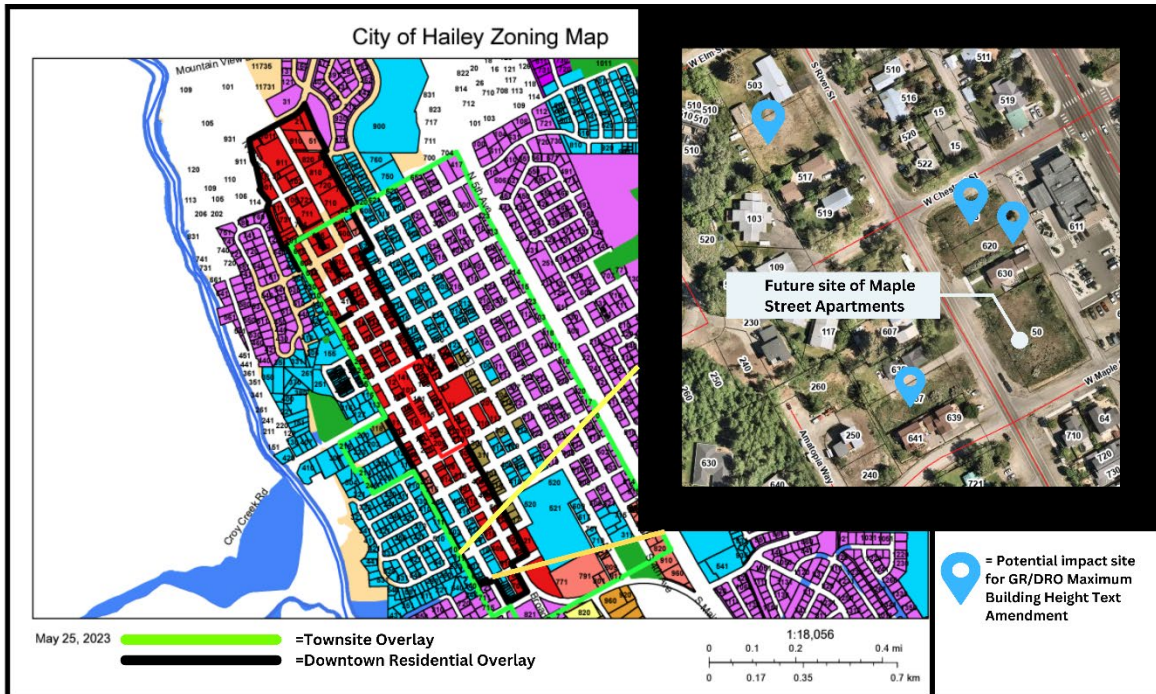
Lastly, while the stated intent of the Text Amendment Application was to allow developers and builders the opportunity to maximize the number of living units within multifamily buildings and located within the General Residential (GR) and Townsite Overlay (TO) Zoning Districts, an emphasis on providing community or local housing has been present throughout this process. To better meet the needs of Hailey residents, it should be noted that that the Applicant Team is amenable to restricting a certain number of units as Community Housing Units, a deed-restriction of a Category L or similar. Category L, as defined by the Blaine County Housing Authority (BCHA), is, “...housing that will be offered to the full-time residents and employees of Blaine County. There is no income limit but must be a full-time resident of Blaine County”.

https://www.bcoha.org/uploads/2/3/1/4/23149336/2020_community_housing_guidelines_combined_.docx.pdf

As a Condition of Approval (Condition “o”) of the Findings of Fact, the Commission and Applicant Team agreed that the Applicant shall restrict housing units, as developed with, and recommended by Staff prior to issuance of a Certificate of Occupancy. As this project was not proposed as a Planned Unit Development, Staff and Commissioners did not require the Applicant to offer community housing amenities; however, the Applicant expressed great interest in offering the units as rentals for local workers, at a rate commensurate to prevailing wages for the City of Hailey and Blaine County, and most reflective of Category L, as defined by BCHA. City Staff will work internally with the Applicant to craft an occupancy commitment that capitalizes on Applicant/Developer intent/interest, ensuring that Maple Street Apartments alleviates community/local workforce housing supply shortages to some degree.

Scope of Impact: City Staff and the Commission concurred with the preceding points raised by the Applicant; however, the Commission recommended that the text amendment apply instead to all GR zoned parcels in the Downtown Residential Overlay District (DRO), instead of all parcels zoned GR and within the TO. This amendment would still include the parcel owned by F&G Idaho, LLC, and the intended apartment unit development, and further, support and retain the character of Old Town Hailey. The reasoning for this recommendation included limiting the scope of impact of an increased maximum building height in GR Districts (DRO has thirty-nine parcels (39) zoned as GR, whereas TO has one hundred and eighty (180) parcels). The stated purpose of the Downtown Residential Overlay District (Section 17.04R.010, Hailey Municipal Code) also includes each of the aforementioned purposes for the TO. Opportunities for the TO that can be achieved through increasing the maximum allowed building height may be retained for the DRO, in accordance with the points raised by the Applicant.

Planning and Zoning Commission review of the City of Hailey Zoning Map at the April 17, 2023 Public Hearing, as well as review by City Staff, found that only four (4) parcels within the DRO District could possibly capitalize on the proposed maximum building height Text Amendment with new construction. The map below identifies these four (4) parcels:



Commissioners also noted that the DRO District is the City’s desired location for increasing residential density and infill into the future. If approved within the GR and DRO Zoning Districts, Staff can monitor development and uptake of the new maximum building height on a smaller scope and scale (DRO, instead of TO), provide adjustments as necessary, and mitigate widespread impact of any unforeseen consequences of such amendments. Additionally, F&G Idaho, LLC, will still be able to capitalize on the maximum building height amendment, as their parcel and intended development is located within the DRO.

The Commission found this amendment to be more acceptable than the Text Amendment Application as originally submitted. However, the Commission deliberated the possible precedents that could be set by recommending for approval such developer-initiated text amendments. Public comment from nearby residents of the proposed Maple Street Apartments, which the proposed Text Amendment would impact, expressed resistance to the proposed Text Amendment on similar grounds to precedent-setting for Municipal Code and Zoning changes in the future.

Based on these scope impact and future development considerations, the Commission supported the revised Text Amendment for increasing the maximum building height for GR parcels within the DRO District, and not the originally proposed TO District. The Planning and Zoning Commission Chair signed the approved Findings of Fact, Conclusions of Law, and Decision for this Text Amendment on May 1, 2023.

If approved by the Hailey City Council, as recommended by the Planning and Zoning Commission, the ~~strike-through~~ text below would be removed, and the **bold and underlined text** would be added within Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay (DRO), Section 17.04R.040: Use and Bulk Requirements:

B. Maximum Building Height Requirement: The maximum building height requirement for those parcels located within the Downtown Residential Overlay (DRO) and the General Residential (GR) Zoning Districts shall have a maximum building height of thirty-five (35) feet from record grade.

Standards of Review:

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

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

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

The Comprehensive Plan articulates the merits of diverse housing and population growth management through a balanced combination of infill and redevelopment. With such growth, the Comprehensive Plan also aims to retain the small-town character of Hailey:

Section 5: Land Use, Population and Growth Management

The Comprehensive Plan states, “**Land Use Implications of Population Growth Scenarios: Impacts resulting from growth pressure, such as environmental degradation, inadequate social and infrastructure services, and loss of small-town character are concerns associated with unrestricted growth of the community; therefore, it is the responsibility of the city to plan for potential future population growth**”. By increasing the maximum building height to thirty-five feet (35’) for GR parcels located in the TO District, smart growth, infill development, and/or redevelopment are encouraged on vacant land or already developed parcels. That said, the Commission recommended that the text amendment apply to the GR District within the DRO District, instead of all GR parcels within the TO District. The character and small-town charm of Hailey can be retained through careful design and meeting the bulk requirements of the zoning district, and an increase, such as this, would provide greater opportunities to diversify housing types and price points (aid in affordability), and utilize existing infrastructure more sustainably (developed neighborhoods are already served by municipal services, such as water and wastewater; supports incremental infill development, increases in residential units achieved through building height rather than footprint and impact on the landscape). The Commission preferred to see these Land Use implications within the DRO District, and not the TO District.

Section 7: Demographics, Cultural Vitality, Social Diversity and Well-Being

7.1 Encourage a variety of projects and programs that meet the needs generated by various segments of the population, especially the needs of those who risk suffering effects of discrimination or are socially or economically disadvantaged.

- Decrease: Percentage of renters paying more than 30% of income on housing

By limiting the occupancy of some or all of the Maple Street Apartments units to only those individuals who live and work in the local community, there will be an elimination of rental pressure on the units from second-home or part-time tenants. These tenants often come from other geographic areas where

wages and disposable income resources are significantly higher than they are within Hailey and Blaine County, allowing them to offer above-market rental payments and generally drive the market rates for rentals into higher brackets, unattainable for the wages collected by local workers. This project will put a sort of “cap” on rental rates for the units, based on the prevailing wages of the potential local tenants who are qualified to occupy them. The number of renters competing with outside markets for rental units will decrease with this project, thus bringing down rental rates overall and ideally keeping rental rates below 30% of take-home income.

Section 8: Housing

8.1 Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels (page 39).

- Increase: Supply of Affordable Rental Housing
- Increase: Distribution of Community Housing Units

By utilizing the proposed Text Amendment for increasing maximum building height in the DRO, the Applicant will be able to maximize the number of community housing units they are able to provide at the Maple Street Site. It is a rare occurrence that a developer is willing to offer project housing units as a type of community housing, with no waivers being requested. The proposed Text Amendment will enable the developer to potentially offer two (2) additional community housing units that would otherwise be eliminated from the project, based on maximum building height restrictions in the DRO as they currently stand. Maximizing these sorts of opportunities on a project-by-project basis will allow the City of Hailey to achieve their housing goals cost-effectively and with wider impact.

Additionally, these community housing units will be located near the downtown core at the south end of River Street, an area that has not received significant opportunities for community housing development. The City of Hailey has a unique opportunity to address Comprehensive Plan Goal 8.1 with the proposed Text Amendment, the benefits of which have yet to be fully realized.

2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;

The proposed amendment will not create excessive additional requirements at the public cost for services, and that the amendment is intended to allow developers and builders the opportunity to maximize the number of living units they can provide in multifamily buildings within the GR and DRO Districts.

3. The proposed uses are compatible with the surrounding area; and

The proposed uses will support and be compatible with the surrounding area and other areas throughout Hailey. Impact to adjacent properties will be minimal, if approved within the GR and DRO Zoning Districts, and may be variable within the GR and TO Zoning Districts, as there are a significant number of parcels zoned as GR within the TO. That said, the bulk requirements for building setbacks with respect to building height still apply to any development, be it within the GR, DRO, and TO Districts, which can support compatibility with the surrounding areas. The design review process will also promote compatibility.

4. The proposed amendment will promote public health, safety, and general welfare.

The proposed amendments are consistent with the Hailey Comprehensive Plan and will encourage infill in locations with access to transportation and public services, open spaces and parks, and the original Hailey Townsite. Living spaces may also increase in size for multifamily and single-family units

while maintaining the same building footprint. The associated design features for buildings with a larger maximum building height can promote the general welfare of the residential, in-unit setting.

Motion Language:

Approval: Motion to approve and conduct a first reading of Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay (DRO), Section 17.04R.040: Use and Bulk Requirements, to allow for a maximum building height of thirty five feet (35') within the General Residential (GR) and Downtown Residential Overlay (DRO) Zoning Districts, 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 an ordinance, Ordinance No. _____, amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapter 17.04: Establishment, Purposes and Uses within Zoning Districts, Article R: Downtown Residential Overlay (DRO), Section 17.04R.040: Use and Bulk Requirements, 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 17.04: ESTABLISHMENT, PURPOSES AND USES WITHIN ZONING DISTRICTS, ARTICLE R: DOWNTOWN RESIDENTIAL OVERLAY DISTRICT (DRO), SECTION 17.04R.060: DOWNTOWN RESIDENTIAL OVERLAY BULK REQUIREMENTS, TO ADD ITEM B., TO ALLOW FOR A MAXIMUM BUILDING HEIGHT OF THIRTY-FIVE (35) FEET WITHIN GENERAL RESIDENTIAL (GR) AND DOWNTOWN RESIDENTIAL OVERLAY (DRO) ZONING DISTRICTS; 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, Title 17, conforms to the Hailey Comprehensive Plan; and

WHEREAS, the Hailey City Council has found that the proposed amendment allows for developers and builders the opportunity to maximize the number of living units they can provide in multifamily buildings within the General Residential (GR) zones that also lie within the DRO Zoning District;

WHEREAS, the Hailey City Council has determined that the above-mentioned requirements are appropriate requirements, and should be referenced; and

WHEREAS, the text 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. Title 17, Section 17.04, Article R: Downtown Residential Overlay (DRO) of the Hailey Municipal Code, is hereby amended by the addition of the underlined language, as follows:

Section 17.04R.040: Use and Bulk Requirements:

B. Maximum Building Height Requirement: The maximum building height requirement for those parcels located within the Downtown Residential Overlay (DRO) and the General Residential (GR) Zoning Districts shall have a maximum building height of thirty-five (35) feet from record grade.

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 THIS __ DAY OF _____, 2023.

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Consideration of a Zone Change Application submitted by the Wood River Land Trust for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The Applicant proposes to change the underlying zoning for 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) to the Transitional (TN) Zoning District, within the Townsite Overlay (TO). The rezone is affiliated with a draft Development Agreement that seeks to retain the historical nature of the structures on site.

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

BACKGROUND: The Zone Change Application for 119 N. 2nd Avenue can be understood as a continuation of the organization’s land use and zoning at their adjacent property— the Applicant uses both sites for mixed commercial/office and residential uses. While mixed uses are allowed in the B and TN zoning districts to the west and south, the existing GR Zoning District precludes commercial office use but allows for home occupations.

The subject property includes historic structures that date back as far as the late 19th and early 20th centuries, which is common in the TO Zoning District. In tandem with the Zone Change Application, the Applicant has submitted a draft Development Agreement that proposes to retain the historical nature of the principal structure and prevent drastic development of the property. The WRLT maintains a similar Development Agreement for their adjacent property— to the south, at 119 E. Bullion Street, which was rezoned from GR to TN for similar reasons.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing on the Zone Change Application submitted by the Wood River Land Trust for an amendment to the City of Hailey Zoning District Map, Section 17.05.020, amending the underlying zoning for 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) to the Transitional (TN) Zoning District, within the Townsite Overlay (TO), and if satisfactory, make a motion to approve Ordinance _____, conduct a first reading, and read by title only.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve and conduct a first reading of Ordinance No. _____, an Ordinance amending the City of Hailey Zoning District Map, Section 17.05.020, proposing to change the underlying zoning for 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) to the Transitional (TN) Zoning District, within the Townsite Overlay (TO),

finding that the changes are in accordance with the Comprehensive Plan, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, the proposed uses are compatible with the surrounding area, and the proposed amendment will promote the public health, safety and general welfare.

Denial: Motion to deny the Zone Change Application, submitted by the Wood River Land Trust for an amendment to the City of Hailey Zoning District Map, Section 17.05.020, proposing to change the underlying zoning for 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) to the Transitional (TN) Zoning District, within the Townsite Overlay (TO), finding that _____ [Commission should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the public hearing to _____ [the Commission should specify a date].

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): Copies

Instrument # _____



STAFF REPORT
Hailey City Council
Regular Meeting of June 13, 2023

To: Hailey City Council

From: Cece Osborn, Community Development City Planner

Overview: Consideration of a Zone Change Application submitted by the Wood River Land Trust for an amendment to the City of Hailey Zoning District Map, Section 17.05.020. The Applicant proposes to change the underlying zoning for 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) to the Transitional (TN) Zoning District, within the Townsite Overlay (TO). The rezone is affiliated with a draft Development Agreement that seeks to retain the historical nature of the structures on site.

Hearing: June 13, 2023

Application Contact: Wood River Land Trust

Location and Size: 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022); 0.138 acres

Current Zoning: General Residential (GR) and Townsite Overlay (TO)

Proposed Zoning: Transitional (TN) and Townsite Overlay (TO)

Procedural History & Notice: On May 1, 2023, the Hailey Planning & Zoning Commission considered the Application and recommended it for approval, by the City Council. Notice for the Jun 13, 2023 public hearing before City Council was mailed to property owners and agencies within 300 feet and published in the Idaho Mountain Express on May 19, 2023. Notice was posted on the property on June 2, 2023.

Application: The Wood River Land Trust proposes to amend the underlying zoning of their 0.138-acre property at 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) to the Transitional (TN) Zoning District, maintaining the property's designation in the Townsite Overlay (TO) Zoning District. As shown below, the property borders the following zoning districts: General Residential (GR) to the north and east, Transitional (TN) to the south, and Business (B) to west.

Current Zoning



Proposed Zoning



N. 2nd Avenue Frontage



Conceptual garage/ADU



Analysis and Discussion:

The subject property is located east of the Main Street/State Highway 75 corridor and one-and-a-half (1.5) blocks east of the Central Core (CC) Overlay District. The lot borders Business (B) zoning to the west, Transitional (TN) to the south, and General Residential (GR) to the north and east. Further east is the Limited Residential (LR-1) zoning of Old Hailey.

The Zone Change Application for 119 N. 2nd Avenue can be understood as a continuation of the organization’s land use and zoning at their adjacent property— the Applicant uses both sites for mixed commercial/office and residential uses. While mixed uses are allowed in the B and TN zoning districts to the west and south, the existing GR Zoning District precludes commercial office use but allows for home occupations.

The subject property includes historic structures that date back as far as the late 19th and early 20th centuries, which is common in the TO Zoning District. In tandem with the Zone Change Application, the Applicant has submitted a draft Development Agreement that proposes to retain the historical nature of the principal structure and prevent drastic development of the property. The WRLT maintains a similar Development Agreement for their adjacent property— to the south, at 119 E. Bullion Street, which was rezoned from GR to TN for similar reasons.

The buildings on both of WRLT’s parcels were historically used as residences. Aesthetically—from the exterior— they align with the residential quality of the buildings to the north and east in Old Hailey. Functionally—inside— they house commercial uses that are softer than the uses to the west, which include a bustling grocery store with retail/wholesale trade, a health and fitness center with group classes, and more. Overall, the mixed-use interior and exterior residential character of the building align with the goals of the proposed rezone to the Transitional (TN) Zoning District.

1. Existing Land Uses

- a. Adjacent to the
 - i. East:
 - 1. GR Zoning District
 - a. Single-family homes
 - ii. South
 - 1. TN Zoning District
 - a. Mixed use: WRLT office, employee housing
 - b. Office: law office
 - c. Personal services: beauty salon
 - iii. West
 - 1. B Zoning District
 - a. Old Town Mercantile: three-story commercial building including office, retail, health and fitness, and more uses
 - b. Daycare Center: Kids Kampus Preschool Daycare
 - c. Healthcare and medical service: Hailey Eye Center
 - d. Office: The Nature Conservancy office
 - iv. North
 - 1. Single-family homes

2. Purposes of the Zoning Districts:

- Townsite Overlay (TO):
 - o The purpose of the Townsite Overlay District is to promote the health, safety and welfare of current and future residents of the City of Hailey; to modify the bulk requirements of certain zoning districts in order to better respond to the unique conditions and circumstances of the original Hailey Townsite; to encourage infill while retaining neighborhood character; to increase the compatibility and lessen the degree of nonconformity of existing structures; to create sufficient flexibility to allow for desirable development; to conserve building resources; and to enhance neighborhoods with increased pedestrian orientation, all in accordance with the city of Hailey comprehensive plan, for the desirable future development of the city of Hailey.
- General Residential (GR):
 - o The purpose of the GR District is to provide areas for a variety of residential uses, and a limited number of other uses compatible with this type of residential development. The intent is to preserve the favorable amenities associated with a

residential neighborhood.

- Transitional (TN):
 - o The purpose of the TN District is to provide a buffer zone between residential and business areas within the townsite overly district. The zone provides for restricted business activities within residential areas which are directly adjacent to or across a street or alley from established business zones. Uses shall be limited to those that generate relatively little traffic. The residential character of the area shall be maintained by preserving the existing buildings and requiring new building designs in keeping with the residential nature of the area and requiring adequate onsite parking. The term “transitional” does not imply that the properties within the district will be transitioning from residential to business zoning.
- Business (B):
 - o The purpose of the B District is to provide areas for general business and commercial activities and a limited number of residential uses.
- 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022)
 - o The Applicant is proposing that the parcel, currently zoned GR be rezoned to TN.
 - o The proposed zoning, as well as the Applicant’s current uses and future intentions for the site, continue to allow for residential uses and sanction the WRLT’s growing commercial office use. Staff concurs that the parcel’s location adjacent to the B Zoning District, as well as the softer nature of the mixed office/residential use, justifies an increase in commercial uses to the extent allowed by the TN Zoning District. Notably, the proposed Development Agreement aligns with a tenet of the TN Zoning District: “preserving the existing buildings and requiring new building designs in keeping with the residential nature of the area.” The Development Agreement affiliated with this Zone Change Application proposes to ensure the historical and residential quality of the principal building.

3. Bulk Requirements Comparison:

As described in the rightmost column of the first table, the proposed rezone presents negligible changes to the bulk requirements. If approved, the rezone would:

- o Increase the base side setback by two feet (2’); however, overall, the side setback may decrease depending on the height of the existing building;
- o Decrease permissible lot coverage, unless 75% or more of the required parking may be provided in an enclosed structure.

Aside from the types of uses permitted in TN versus GR, the rezone application presents no further changes to the bulk requirements for this parcel.

		Zoning Districts		Summary of proposed changes
		Existing	Proposed	
		GR, TO	TN, TO	
Lot dimensions	Minimum lot size (square feet)	6,000 ⁵	6,000 ⁵	No change.
	Minimum lot width (feet)	50 ⁶	50 ⁶	No change.
Building Height	Maximum building height	35 ^{21,22}	35	No change.

Setbacks	Minimum front yard setback (feet)	20	20	No change.
	Minimum side yard setback (feet)	8 ^{7, 19, 20, 24}	10 ^{7, 19, 20}	Minimal change: Two-foot (2') change in the base setback, dependent on building height.
	Minimum rear yard setback (feet)	10 ^{7, 19, 20}	10 ^{7, 19, 20}	No change.
Multi-family and mixed-use density	Mixed use residential density: maximum units per acre	-	10	Change in permitted uses or types of units.
	Multi-family residential density: maximum units per acre	10	10	No change.
Total lot coverage	Total maximum coverage by all buildings, which includes 1 accessory dwelling unit (percentage)	40	30 ¹⁰	Decrease in total lot coverage. No change if 75% of the required parking spaces are enclosed within a structure, see Note 10.
Maximum floor area	Aggregate gross floor area for individual retail/wholesale trade (square feet)	-	-	No change.
	Aggregate gross floor area for grouped retail/wholesale (square feet)	-	-	No change.

Notes:

5. (not applicable)	In GR and TN Zones, townhouse sublots shall have an aggregate density of no more than 10 lots per acre.
6. (not applicable)	Townhouse sublots shall conform to the standards established in the IFC.
7. (not applicable)	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.
10. (applicable)	In TN Zone, 40 percent lot coverage will be allowed where at least 75 percent of required parking spaces are enclosed within a structure.
19. (not applicable, pertinent to corner and reverse corner lots)	See also subsections 17.07.010 F and G of this title.
20. (not applicable, pertinent to corner and	See also subsections 17.07.010 F and G of this title.

reverse corner lots)	
21. (not applicable)	For a building with any portion of the building footprint within the special flood hazard area, building height shall be measured 2 feet above the base flood elevation (BFE).
22. (not applicable)	For buildings in the Limited Residential (LR) Zone Districts, buildings shall in no instance exceed a building height of 32 feet from record grade. For buildings in the General Residential (GR) Zone Districts, buildings shall in no case exceed a building height of 35 feet from record grade.
24. (applicable to the existing zoning and comparison)	Any wall, as measured from the highest point including any gable or peak in a direct vertical line to record grade, shall have a setback of one foot (1') for every two and one-half feet (2 1/2') of wall height (see section 17.04M.090, Diagram 1, of the Hailey Municipal Code), but not less than the base setback for the GR Zone District. This shall apply to walls on the side yards of properties but shall not apply to sublots within a development.

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 aims to “Retain a compact City comprised of a central downtown with surrounding diverse neighborhoods, areas and characteristics as depicted on the Land Use map” (Goal 5.1, pg. 29). The Land Use Map depicts broad community goals, meant to guide land use decisions. On the Land Use Map, the Wood River Land Trust’s parcel is located on the periphery of the “Downtown” core, in the “Residential Buffer” and along a “Pedestrian & Bicycle Route” (2nd Avenue). The Comprehensive Plan (pg. 29) describes the intent of the related areas, as follows.

Downtown - the historic commercial center containing the greatest concentration of commercial, cultural, and civic activity. Downtown is the priority area for encouraging higher density commercial and mixed use (commercial and residential) development.

The historical relevance of the Wood River Land Trust’s buildings and the parcel’s proximity to the Downtown core increase the relevance of the proposed Development Agreement. City Staff is in strong support of the stipulations of the agreement, which can prevent development and retain the historical character of the principal building. The history and culture of Hailey are imbued in historic structures, like the one at 119 N. 2nd Avenue. In offering measures to preserve the historic structure, the Applicant and the Development Agreement affiliated with this Zone Change Application support the Comprehensive Plan’s goals for Downtown Hailey. Additionally, the proposed mixed uses of the building support the commercial and civic activity of modern Downtown Hailey.

Residential Buffer – medium density residential, providing a buffer between lower density residential neighborhoods to the east and west and the Main Street District.

The proposed rezone to the TN Zoning District soundly aligns with the parcel’s location in the “Residential Buffer.” By changing the nature of the site’s uses, the proposed rezone will create a buffer zone between residential and commercial uses on the periphery of Hailey’s Downtown core.

When elaborating on the importance of Hailey’s Downtown, the Plan stresses the value of mixed-use buildings:

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.

As stated on page 27 of the Comprehensive Plan, “Successful downtowns are dependent on a mix of complementary activities that help generate human activity and foot traffic.” As evidenced by the current use of the parcel, as well as the adjacent parcel, the proposed residential and commercial uses are complementary to each other and beneficial, on principle, to the Downtown core.

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;

Public facilities and services are available to support the proposed uses on site and generally permitted by the proposed TN Zoning District. Firstly, the change of uses from the GR to TN Zoning Districts are not significant; the TN Zoning District allows for soft commercial uses that are friendly to residential neighborhoods. Secondly, the uses permitted by the TN Zoning District are already occurring on site, as well as on the adjacent parcel.

Though no plans to redevelop the site are proposed at this time, the Applicant has submitted conceptual plans for a garage/ADU. Such infill development— which is encouraged at this site, per the purpose of the Townsite Overlay (TO) Zoning District and goals of the Comprehensive Plan— makes efficient use of public facilities and services; and, is vastly preferred to development that expands into the natural landscape surrounding Hailey.

3) The proposed uses are compatible with the surrounding area; and

As discussed at the beginning of this report, the proposed rezone can be understood as a continuation of the organization’s land use and zoning of their adjacent property. The Applicant uses both sites for mixed uses, specifically commercial office and residential uses. Increasing the TN Zoning District at this site proposes to expand the “residential buffer” that exists in the limited TN zoning and is envisioned by the Comprehensive Plan Land Use Map. Aside from the adjacent uses in the TN Zoning District, the proposed uses at 119 N. 2nd Avenue include uses that exist on either side of the parcel: 1) offices that are less-public facing than harder commercial uses, and 2) residences. City Staff concurs that the proposed uses are compatible with the surrounding area.

4) The proposed amendment will promote public health, safety, and general welfare.

City Staff notes a strong basis in the Hailey Comprehensive Plan for this type of amendment— mixed use near the Downtown core and effective residential buffers. By adhering to Hailey’s robust

Comprehensive Plan, the people and community of Hailey stand to benefit from strategic and smart land use planning that enhances the quality of places and efficiently distributes resources.

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.**

A vacancy report from the Sun Valley Board of Realtors in 2021 found that there was limited office and street-level retail space available in Hailey, especially close to the commercial core. Since 2021, the Sun Valley Board of Realtors has reinforced these findings as a trend. As Hailey's population has grown, so too have its commercial needs.

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 proposed rezone is 1.5 blocks or less than a quarter (0.25) mile away from the Central Core Overlay District.

Motion Language:

Approval: Motion to approve and conduct a first reading of Ordinance No. _____, an Ordinance amending the City of Hailey Zoning District Map, Section 17.05.020, proposing to change the underlying zoning for 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) to the Transitional (TN) Zoning District, within the Townsite Overlay (TO), finding that the changes are in accordance with the Comprehensive Plan, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, the proposed uses are compatible with the surrounding area, and the proposed amendment will promote the public health, safety and general welfare.

Denial: Motion to deny the Zone Change Application, submitted by the Wood River Land Trust for an amendment to the City of Hailey Zoning District Map, Section 17.05.020, proposing to change the underlying zoning for 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) to the Transitional (TN) Zoning District, within the Townsite Overlay (TO), finding that _____ [Commission 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 OF THE HAILEY MUNICIPAL CODE, SECTION 17.05.020, OFFICIAL ZONING MAP; REZONING 119 NORTH 2nd AVENUE (HAILEY LOTS 5 & 6 BLK 39 .0138@ 6,000 SF EXEMPT APP RECEIVED 2022) FROM GENERAL RESIDENTIAL (GR) AND TOWNSITE OVERLAY (TO) TO TRANSITIONAL (TN) AND TOWNSITE OVERLAY (TO); 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 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) is in the General Residential (GR) and Townsite Overlay (TO) Zoning Districts;

WHEREAS, the Hailey City Council has found that by amending the Zoning Map to include 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) within the Transitional (TN) and Townsite Overlay (TO) Zoning Districts would increase mixed-uses near Hailey's Downtown core and enhance the buffer envisioned by the Land Use Map and Transitional (TN) Zoning District;

WHEREAS, the Hailey City Council has found that essential public facilities and services are available to the uses in the Transitional (TN) Zoning District without excessive public cost;

WHEREAS, the Hailey City Council has found that the proposed uses in the Transitional (TN) Zoning District 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 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 119 N. 2nd Avenue (Hailey Lots 5 & 6 Blk 39 .138@ 6,000 Sf Exempt App Received 2022) from the General Residential (GR) and Townsite Overlay (TO) Zoning Districts to the Transitional (TN) and Townsite Overlay (TO) Zoning Districts;

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 _____, 2023.

Martha Burke Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2023, by and between the **CITY OF HAILEY**, a municipal corporation (hereinafter referred to as “Hailey” or “the city”) and the **WOOD RIVER LAND TRUST**, a non-profit organization (hereinafter referred to as “WRLT”).

RECITALS:

- A. The Wood River Land Trust is the owner of the property at 119 N 2nd Avenue in Hailey, Blaine County, Idaho (hereinafter referred to as “the Property”).
- B. The city of Hailey is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code. Section XIV of Hailey’s Zoning Ordinance allows for amendment to the City’s Zone District Map. As set forth in Hailey Zoning Ordinance Section 14.8 and Idaho Code Section 67-6511A, the City of Hailey has the power to require or permit, as a condition of such a re-zoning, that an owner or developer of the property make a written commitment concerning the use or development of the subject parcel. Pursuant to 67-6511A, this power includes the power to adopt rules governing the creation, form, recording, modification, enforcement, and termination of such commitments.
- C. The Property is presently zoned General Residential (GR) and is governed by the City of Hailey’s land use and zoning ordinances and regulations, which have been enacted pursuant to the laws of the State of Idaho. The WRLT has applied to the City for an amendment to Hailey’s Zone District Map and has requested that the Property be re-zoned from its present zone designation of General Residential (GR) to Transitional (TN). The WRLT’s application is subject to Hailey Zoning Ordinance Section 14.8, which allows the re-zone of the Property to be made conditional upon the WRLT’s making certain commitments concerning the use and development of the Property.
- D. The City of Hailey has determined that re-zone of the Property from General Residential (GR) to Transitional (TN) is in conformance with the City’s Comprehensive Plan. To ensure that the manner of development of the Property shall not become detrimental to the City and shall be in the best interest of its residents, the City has required certain commitments from the WRLT pursuant to Hailey Zoning Ordinance Section 14.8 and Idaho Code Section 67-6511A as a condition of this re-zone.
- E. The WRLT and the City of Hailey hereby enter into this Agreement in order to limit the use and development of the property; to retain its historical nature; and to promote the general health, safety, and welfare of the citizens of Hailey, as well as the future inhabitants/users/occupants of the property and its adjacent residents.

NOW, THEREFORE, in consideration of the mutually dependent promises, covenants, and agreements contained herein, the parties hereto agree as follows:

- 1. Pursuant to Idaho Code Section 67-6511A and Section 14.8 of the Hailey Zoning Ordinance, Zoning Ordinance Map Amendment Pursuant to the Development Agreement, the City hereby agrees to change the zoning of the property from general Residential (GR) to Transitional (TN). Such re-zone is contingent solely upon the WRLT fulfilling the following commitments:

- a. That the structure currently located up the property at 119 N 2nd Avenue shall be used exclusively as an office by the WRLT, or as a combined office for the WRLT and residence for employees of the WRLT. The WRLT hereby agrees that any change in such use shall result in the revocation of the Transition (TN) zone designation pursuant to Idaho Code Section 67-6511A.
 - b. The hours of operation of the WRLT shall not exceed from 8:00 am to 6:00 pm Mondays through Saturdays, with no more than one evening use per week for meetings and special events.
 - c. That the exterior of the property shall remain substantially unaltered other than to restore it to its historical condition. In the event the WRLT desires to make alterations other than those stated above, the Property shall be subject to review by the Hailey Planning and Zoning Commission in accordance with City Ordinances. Any action by the WRLT to modify the building in such a way as to undermine its residential character shall result in a violation of this Agreement and in reversion of the Transitional (TN) zone designation to General Residential (GR) as set forth in Idaho Code Section 67-6511A;
 - d. That exterior lighting is for the business use of the property and shall operate only during business hours. All exterior lighting shall be downcast and shielded and shall be subject to applicable City ordinances and regulations.
 - e. That any sign for the business shall not be illuminated, shall be affixed to the house itself, and shall be subject to applicable City ordinances and regulations.
 - f. That in the event the structure that presently occupies the Property is destroyed or is so damaged that it must be substantially rebuilt, any new or improved structure must substantially conform to the existing residential style, structure, and existing footprint. Failure of any new or improved structure or substantially conform to the existing structure shall result in violation of this Agreement and in reversion of the Transitional (TN) zone designation to General Residential (GR) as set forth in Idaho Code Section 67-6511A.
2. This Agreement, including the commitments set forth in Paragraph 1 above, shall be duly recorded.
 3. It is further agreed that the commitments contained herein shall become effective immediately upon adoption by Hailey's City Council of Hailey Ordinance No. _____.
 4. Upon the re-zoning of the remaining eastern lot of Block 39 (HAILEY LOTS 1,2,3 & 4 BLK 39 12,000 SF) to a TN zone designation, or any other zone designation that includes offices, this Agreement shall become null and void.
 5. The parties further covenant and agree that : (a) If either party fails or neglects for any reason to take advantage of any of the terms providing for the termination of this agreement, or (b) if either party, having the right to declare this Agreement terminated or forfeited, shall fail to do so, any such failure or neglect shall not constitute or be deemed to be a waiver of any cause for termination or forfeiture which may subsequently arrive, or as a waiver of any of the covenants, terms, condition or promises in this Agreement or the performance thereof. None of the covenants, terms, conditions or promises in this Agreement can be waived except by appropriate writing signed by the parties in this Agreement.
 6. Binding Effect. The covenants, terms, and conditions in this Agreement shall apply to and bind heirs, assigns, successors-in-interest, and legal representatives of the parties hereto, and all covenants, terms, and conditions are to be construed as conditions of this Agreement.

7. Modification. This Agreement, and the commitments contained herein, may not be changed, altered, or modified except by writing and signed by all the parties to this Agreement.
8. Notices. Whenever it shall be necessary for one party to provide the other party with a notice under the terms and conditions of this agreement, such notice shall be sent by certified mail to the City of Hailey at: 115 South Main Street, Suite H, Hailey, ID 83333; and to the WRLT at 119 E. Bullion Street, Hailey, ID 83333.
9. Attorney's Fees. In the event of any litigation between the parties hereto arising out of this agreement, the prevailing party shall be entitled to all reasonable attorney's fees expended or incurred in such litigation, together with costs incurred.
10. Applicable law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
11. No outside representations. There are no verbal or written promises, implied promises, representations, covenants, or warranties not set forth in this Agreement.
12. Provisions severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is determined to be illegal, invalid, or unenforceable for whatever reason, by a court of competent jurisdiction, such illegality, invalidity or unenforceable portion shall not affect the validity of the remainder of this Agreement.
13. Rights and remedies 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 or waive its right to use any other remedy or all remedies available to him. Those rights and remedies are given in addition to any other rights and remedies that the parties may have by law, statute, ordinance or other.

WHEREFORE, the above-named parties hereby set their hands on this Agreement on the day and date first above mentioned.

This is the section that is set up for the notary. To be signed by Scott Boettger, WRLT Executive Director and the City of Hailey Mayor.

HAILEY HISTORIC PRESERVATION COMMISSION
City of Hailey, 115 South Main Street, Hailey, Idaho 83333

Preservation Idaho
P.O. Box 1495
Boise, ID 83701

March 20, 2012

I wish to offer support for the application of the Wood River Land Trust for the "Orchid Award" for their preservation efforts on the Anderson House in Old Hailey. The Wood River Land Trust has been a leader and role model for historic preservation in our community for over 10 years. In 2000 the Land Trust restored the historic home on the corner of Bullion St. and North 2nd Ave. which became their headquarters. This remarkable restoration made the building eligible for nomination to the National Register for Historic Places. The nomination was submitted in the fall of 2010 and the building was listed on the National Register early this year as the Fox-Worswick House.

At a time when it is common practice to demolish existing buildings prior to new construction, the Wood River Land Trust demonstrated the feasibility and community responsibility of restoring and repurposing an historic old building.

More recently the Land Trust purchased a second Old Hailey home now known as the Anderson House in honor of the donors who made the purchase and restoration possible. Once again, the Land Trust has restored a late 1880s structure to reflect its roots in Hailey's history.

Those of us committed to preserving Old Hailey's historical legacy owe the Wood River Land Trust a debt of gratitude for their continuing efforts to save our historic buildings. The Wood River Land Trust is very deserving of the Orchid Award and I recommend your serious consideration.

Sincerely yours,

A handwritten signature in blue ink that reads "Rob Lonning" followed by a stylized circular flourish.

Rob Lonning, Chair
Hailey Historic Preservation Commission

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Consideration of a City-initiated Text Amendment to the Hailey Municipal Code to Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D., to allow for City Staff and the City Engineer to administratively grant an extension of the Preliminary Plat approval.

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

BACKGROUND: Staff proposes that the City Engineer and Administrator, via the Planning and Zoning Commission, be able to administratively grant an extension of a Preliminary Plat approval— rather than seeking approval of the extension via the City Council.

Extensions do not entail renegotiations nor amendments to the approved Preliminary Plat. The nature of the application request and the task of consideration is administrative and falls within the scope of Staff’s current workload. Notably, the outcomes of Preliminary Plat Extension Applications are currently drafted by Staff prior to City Council meetings, then put on their Consent Agenda for approval unless singularly pulled. Public Hearings are not held for Preliminary Plat Extension Applications.

The proposed Text Amendment would alleviate Staff burdens and quicken the process of considering Preliminary Plat Extension Applications.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve and conduct a first reading of the proposed ordinance, Ordinance No. _____, a City-initiated Text Amendment amending Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D. of the Hailey Municipal Code, to allow for the Administrator and the City Engineer to administratively approve and grant an extension of the preliminary plat, 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.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve and conduct a first reading of the proposed ordinance, Ordinance No. _____, a City-initiated Text Amendment amending Title 16: Subdivision Regulations, Chapter

16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D. of the Hailey Municipal Code, to allow for the Administrator and the City Engineer to administratively approve and grant an extension of the preliminary plat, 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.

Denial: Motion to deny the proposed ordinance, a City-initiated Text Amendment amending Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D. of the Hailey Municipal Code, to allow for City Staff and the City Engineer to approve and grant an extension of the preliminary plat, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): Copies

Instrument # _____



STAFF REPORT
Hailey City Council
Regular Meeting of June 13, 2023

To: Hailey City Council

From: Cece Osborn, Community Development City Planner

Overview: Consideration of a City-initiated Text Amendment to the Hailey Municipal Code to Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D., to allow for City Staff and the City Engineer to administratively grant an extension of the Preliminary Plat approval.

Hearing: June 13, 2023

Applicant: City of Hailey

Notice: Notice for the public hearing was published in the Idaho Mountain Express and mailed to public agencies on May 22, 2023.

Background: Staff proposes that the City Engineer and Administrator, via the Planning and Zoning Commission, be able to administratively grant an extension of a Preliminary Plat approval— rather than seeking approval of the extension via the City Council.

Preliminary Plat Timeline

During the Preliminary Plat timeline— following the approval of a subdivision’s Preliminary Plat and prior to the entitlement of a Final Plat— Developers are required to install municipal infrastructure. Developers commonly request extensions of the Preliminary Plat timeline to accommodate delays caused by the market, concurrent entitlement processes, and other reasons. In 2021, the City approved a Staff-initiated Ordinance increasing the Preliminary Plat timeline from one (1) to two (2) years. Still, developers of large projects request an extension of the two-year timeline and/or choose to bond or provide security for incomplete infrastructure improvements, so that they may progress through the Final Plat entitlement process. Both Blaine County and the City of Ketchum have a two-year Preliminary Plat Timeline.

Increasing Efficiency & Decreasing Burdens on Staff Workload

To increase efficiency within the Community Development Department and alleviate overloaded meeting schedules, City Staff proposes that the Administrator and the City Engineer be able to administratively extend Preliminary Plat approval.

Extensions do not entail renegotiations nor amendments to the approved Preliminary Plat. The nature of the application request and the task of consideration is administrative and falls within the scope of Staff’s current workload. Notably, the outcomes of Preliminary Plat Extension Applications are currently drafted by Staff prior to City Council meetings, then put on their Consent Agenda for approval unless singularly pulled. Public Hearings are not held for Preliminary Plat Extension Applications.

Throughout the Preliminary Plat timeline, Public Works, and Community Development Staff interface with development teams regarding the construction and installation of infrastructure and services.

Through inspection and approval of infrastructure and services, Staff maintains a pulse on the pace, status, and hurdles that each subdivision faces in the build-up to the submittal and recordation of its Final Plat. It is in the best interest of the City and Staff to support development teams to complete their required improvements and progress through the platting process in a timely manner.

For applications that may be approved administratively—like Design Review for Accessory Dwelling Units, historically outside of Townsite Overlay and recently throughout City limits—Applicants do not need to wait on meeting schedules. Administrative approval generally takes 1-2 weeks, while Council approval can take 4 weeks. In contrast to the Council approval process, the administrative approval process requires less written documentation and remains within the management of one City department. The proposed Text Amendment would alleviate Staff burdens in processing Preliminary Plat Extension Applications.

Specifically, the attached draft Ordinance proposes to amend Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D. to read as follows:

~~Records Maintained; Time Limit of Approval: one copy of the approved preliminary plat will be kept on file for public examination at the office of the city engineer and one copy at the office of the administrator in the Community Development Department.~~ The approval of the preliminary plat shall be valid for a period of two (2) calendar years unless an extension of time is applied for and granted administratively by the council the Administrator and City Engineer, or unless otherwise allowed for within a phasing agreement.

Standards of Review:

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

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

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

The current version Comprehensive Plan offers high-level guidance on City goals—primarily surrounding land-use—however, it offers little guidance on the efficiency and administration of development applications and other City operations. However, the 1997-2005 version of the Plan, specifically directed Staff to “Adopt reasonable time limits for approval procedures, while still providing for public review and input” with a subgoal directing Staff to “Streamline the review/approval process for applications as much as possible” (see [page 101, Appendix C of the current Comprehensive Plan](#)).

From the 2020 version of Comprehensive Plan, the following goal is of closest relevance to the proposed Text Amendment:

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

In an effort to achieve this goal, the City routinely requires Developers to improve utility, service, and facility infrastructure for subdivisions. These requirements take time to build and install. When the City extended the Preliminary Plat timeline in 2021, from one (1) to two (2) calendar years, the City provided additional, needed time for Developers to complete necessary improvements. The proposed text Amendment herein is in the same vein, the City additionally seeks to support development Applicants and the City's utility, service, and facility needs by speeding up the administrative tasks associated with the platting process.

2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;
The proposed amendment will not result in a change in allowed land uses, nor will it create additional requirements at public cost for services. Alternatively, the proposed Text Amendment will decrease Staff workload and increase the efficiency of Hailey's City administration.

3. The proposed uses are compatible with the surrounding area; and
The proposed Text Amendment does not impact land use compatibility.

4. The proposed amendment will promote the public health, safety, and general welfare.
The proposed Text Amendment seeks to support the efficiency and effectiveness of the City's administration, which is key to the public health, safety, and general welfare of the community.

Motion Language:

Approval: Motion to approve and conduct a first reading of the proposed ordinance, Ordinance No. _____, a City-initiated Text Amendment amending Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D. of the Hailey Municipal Code, to allow for the Administrator and the City Engineer to administratively approve and grant an extension of the preliminary plat, 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.

Denial: Motion to deny the proposed ordinance, a City-initiated Text Amendment amending Title 16: Subdivision Regulations, Chapter 16.03: Procedure, Section 16.03.020: Council Preliminary Plat Approval, Item D. of the Hailey Municipal Code, to allow for City Staff and the City Engineer to approve and grant an extension of the preliminary plat, 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 16: SUBDIVISION REGULATIONS, CHAPTER 16.03, PROCEDURE, SECTION 16.03.020(D): COUNCIL PRELIMINARY PLAT APPROVAL, TO ALLOW FOR THE ADMINISTRATOR AND THE CITY ENGINEER TO ADMINISTRATIVELY APPROVE AND GRANT AN EXTENSION OF THE PRELIMINARY PLAT; 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, Title 16, conforms to the Hailey Comprehensive Plan; and

WHEREAS, the proposed amendments would allow for the Administrator and the City Engineer to approve and grant an extension of the Preliminary Plat approval, and

WHEREAS, the Hailey City Council has determined that the above-mentioned amendments are appropriate amendments; and

WHEREAS, the text 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. Title 16, Section 16.03: Procedure, Section 16.03.020(D): Council Preliminary Plat Approval, is hereby amended by the addition of the underlined language, as follows:

Section 16.03.020: Council Preliminary Plat Approval,

Records Maintained; Time Limit of Approval: one copy of the approved preliminary plat will be kept on file for public examination ~~at the office of the city engineer and one copy at the office of the administrator~~ in the Community Development Department. The approval of the preliminary plat shall be valid for a period of two (2) calendar years unless an extension of time is applied for and granted administratively by the council the Administrator and City Engineer, or unless otherwise allowed for within a phasing agreement.

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 THIS __ DAY OF _____, 2023.

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Return to Agenda

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

City Council should discuss the Mayor's proposed budget and the Council adopted goals and priorities, which have been incorporated into the budget.

ACTION OF THE CITY COUNCIL:

Direct staff to modify Mayor's proposed budget as determined by the Council.

Date : _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.):

Copies (AIS only)

Instrument # _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Admin/Legislative **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Discussion of Hailey Aging Headworks Revenue Bond Schedule and Distribution list

AUTHORITY: ID Code 50-203 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On the consent agenda tonight is an amended agreement with Piper Sandler & Co, for financial analyses and support related to revenue bonds. As part of that work, Eric Heringer has prepared a schedule outline and distribution list related to the bond sale for discussion. The Council should discuss the attached material.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Most of the costs of this service are included in the bond amounts and does not therefore affect Hailey budgets.

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 type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the attached material and make changes if needed.

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
BLAINE COUNTY, IDAHO
WASTEWATER REVENUE BONDS, SERIES 2023
Preliminary Schedule of Events
(As of May 22, 2023)

Financing Team		
COH	City of Hailey	Issuer
BC	Hawley Troxell	Bond & Disclosure Counsel
MA	Piper Sandler & Co.	Municipal Advisor
UW	TBD	Underwriter
PA	Zions	Paying Agent/Registrar

June 2023	July 2023	August 2023	September 2023	October 2023
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1	1 2 3 4 5	1 2	1 2 3 4 5 6 7
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31
	30 31			

	DATE	EVENT	PARTICIPANTS
	6/13	City Council Meeting - Review Financing Schedule	COH, MA, BC
	6/20	Circulate Underwriter RFP	MA
	7/20	Underwriter RFP due	UW
	7/ 24	Council Meeting - Award Underwriting RFP	COH, MA
	7/28	Distribute first draft Preliminary Official Statement ("POS")	BC
	8/9	Comments due on first draft POS	ALL
	8/16	Distribute second draft POS Distribute first draft of Bond Ordinance	BC
	8/23	Comments due on draft POS and draft Bond Ordinance POS review call	ALL
	8/28	Circulate updated draft POS and draft Bond Ordinance to financing team	BC
	8/29	Package to Rating Agency	MA
	Wk of 9/11	Rating agency meeting	COH, MA, UW
	9/12	Circulate Draft Bond Purchase Agreement ("BPA") for review	UW
	9/15	Comment on Draft BPA, Draft POS & Draft Bond Ordinance	ALL
	9/19	Deliver Bond Ordinance, draft POS and draft BPA to City for inclusion in City Council Packets	
	9/25	City Council Meeting - Adopt Parameters Bond Ordinance	COH, BC, MA
	9/28	Receive bond rating from Rating Agency	COH, MA, UW
	10/2	Due Diligence conference call	COH, UW, MA
	10/3	Circulate final draft POS for posting	BC
	10/4	City provides "Deemed Final" letter	COH
	10/5	Post POS	BC, UW
	10/16	Pre-pricing meeting	COH, MA, UW
	10/17	Price Series 2023 Bonds	COH, MA, UW
	10/18	Circulate draft Closing Memo	MA
	10/23	Post Final Official Statement	BC, UW
	10/24	Circulate draft Closing Documents	BC

	10/27	Deliver Bonds to PA	BC
	10/31	Close Series 2023 Bonds	ALL

Market Holidays

May 29	Memorial Day
June 19	Juneteenth
July 4	Independence Day
September 4	Labor Day
October 9	Columbus Day

Council Meeting Dates

Regular Meetings	June 13 (Tues), June 26 (Mon)
	July 10 (Mon), July 24 (Mon)
	Aug 14 (Mon), Aug 28 (Mon)
	Sept 11 (Mon), Sept 25 (Mon)
	Oct 9 (Mon), Oct 23 (Mon)

Vacations

Eric: June 8-9
June 14-16
July 27-28
Bri: July 27-August 4
Brandon: October 6-23
Chelsea: October 17-20 (NABL Conference)

City of Hailey
Blaine County, Idaho
Wastewater Revenue Bonds, Series 2023

Distribution List
(As of May 24, 2023)

ISSUER

City of Hailey
115 Main Street South
Hailey, ID 83333

Lisa Horowitz, Administrator	Phone: (208) 788-4221
	Email: lisa.horowitz@haileycityhall.org
Becky Stokes, Treasurer	Phone: (208) 788-4221
	Email: becky.stokes@haileycityhall.org
Brian Yeager, Public Works Director	Phone: (208) 788-9815
	Email: brian.yeager@haileycityhall.org

BOND & DISLCOSURE COUNSEL

Hawley Troxell Ennis & Hawley LLP
877 Main St., Suite 1000, PO Box 1617
Boise, ID 83701

Michael Stoddard	Phone: (208) 388-4892
	Email: mstoddard@hawleytroxell.com
Chelsea Porter	Phone: (208) 388-4855
	Email: cporter@hawleytroxell.com
Brandon Helgeson	Phone: (208) 388-4821
	Email: bhelgeson@hawleytroxell.com

PAYING AGENT/ESCROW AGENT

Zions Bancorporation, National Association
800 West Main Street, Suite 700
Boise, ID 83702

Jennifer Mabbott, Vice President and Manager	Phone: (208) 501-7496
	Email: jennifer.mabbott@zionsbancorp.com
Joseph Dailey	Phone: (208) 501-7495
	Email: joseph.dailey@zionsbancorp.com
DC Castleberry	Phone: (208) 501-7489
	Email: dc.castleberry@zionsbancorp.com

MUNICIPAL ADVISOR

Piper Sandler & Co.

101 S. Capitol Blvd., Suite 603
Boise, ID 83702

Eric Heringer, Managing Director

Phone: (208) 344-8561
Email: eric.heringer@psc.com

Emma Castro, Analyst

Phone: (208) 344-8564
Email: emma.castro@psc.com

Briana Nelson, Assistant

Phone: (206) 628-2871
Email: briana.nelson@psc.com

RATING AGENCY

TBD

Phone:
Email:

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Motion to conduct a 3rd Reading of Ordinance No: 1316, amending the existing City of Hailey Area of City Impact Boundary Map, as requested by BC-1, LLC, to include the parcel (FR W1/2 NW SEC 25, FR E1/2 NE SEC 26, TL 7134), or portion thereof, within Hailey’s Area of City Impact Boundary, as shown on the map located on file with the Community Development Department, and pursuant to Idaho Code Section 67-6526:

- A proposed Ordinance amending a map that defines and establishes geographic boundaries. This modification would be to the existing Blaine County/City of Hailey Area of City Impact, as adopted by Hailey Ordinance 649 (adopted November 14, 1994), amended by Ordinance 731 (adopted June 23, 1999), Ordinance 1271 (adopted November 30, 2022), and Ordinance 1279 (adopted March 21, 2021), and amended by Resolution 2020-24. The geographic boundaries account for trade areas, geographic factors and areas that can be reasonably expected to annex into the City in the future.

 - A proposed Resolution amending Hailey’s Comprehensive Plan Land Use Map.
-

AUTHORITY: ID Code 67-6526(e) IAR _____ City Ordinance/Code: Ord, 649 and 731; new Ordinances; Resolution 2010-1 (IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The property south of the Woodside Subdivision, and east of State Highway 75, generally known as Flying Hat Ranch, has undergone new ownership (BC-1, LLC). Since the land acquisition earlier this year, there have been several informal discussions about how the Ownership Team might proceed with the development of this property. BC-1, LLC, has expressed intention to apply for annexation of lands outside of the current boundaries of the Area City Impact (ACI). BC-1, LLC, has requested renegotiation of the ACI Agreements between Blaine County, and the Cities of Hailey and Bellevue, as a prerequisite to submitting annexation and entitlement applications with each city. Submittal to the Planning and Zoning Commission for consideration and recommendation to the governing boards is a statutory prerequisite to any potential renegotiated ACI Agreements, and future annexation and development of lands outside the current ACI.

BC-1, LLC, is requesting that the Cities of Hailey and Bellevue undertake renegotiations of ACI, consistent with Idaho Code (Section 67-6526). Idaho Code Section 67-6526 requires cities and counties to adopt a map identifying an Area of City Impact (ACI) within the unincorporated area of the County and a separate Ordinance providing for application of plans and ordinances for the Area of City Impact.

On November 7, 2022, the Hailey Planning and Zoning Commission considered the questions regarding the Area of City Impact and recommended review and approval by the Hailey City Council. On December 12, 2022, the Council considered and approved the questions regarding the Area of City Impact. The first and second readings were conducted, and the Council withheld the third and final reading until the City of Bellevue and the Blaine County Planning and Zoning Commission had the opportunity to review and discuss the proposal. The City of Bellevue discussed the proposal and requested that the proposed ACI Boundary Line be repositioned to better reflect the needs of the City of Bellevue and its residents. A final discussion and approval of the newly positioned boundary came on April 10, 2023 by Bellevue City Council. Blaine County Planning and Zoning Commission recommended approval by the Blaine County Commissioners on January 27, 2023.

Enclosed is a revised aerial map depicting the proposed ACI line between the two cities, as well as a Draft Hailey and Bellevue ACI Map, and a Draft Hailey Comprehensive Plan Land Use Map incorporating the proposed changes.

Idaho Code Section 67-6526€) also requires the following:

(e) Prior to negotiation or renegotiation of areas of city impact, plan, and ordinance requirements, the governing boards shall submit the questions to the planning, zoning, or planning and zoning commission for recommendation. Each commission shall have a reasonable time fixed by the governing board to make its recommendations to the governing board. The governing boards shall undertake a review at least every ten (10) years of the city impact plan and ordinance requirements to determine whether renegotiations are in the best interests of the citizenry.

On October 24, 2022, the Council recommended that the Commission consider the following questions:

1. Is there a “trade area” that applies to the lands in or around Hailey that are not currently in the Hailey ACI?
2. Are there geographic factors that would direct the Hailey ACI Boundary?
3. Are there areas that can reasonably be expected to be annexed to the city in the future?

On November 7, 2022, the Commission considered the questions above, which are described in the attached Staff Report, and further recommended for approval by the Hailey City Council the proposed changes to the ACI Map and Ordinance, as well as proposed changes to the Hailey Comprehensive Plan Land Use Map.

The Council reviewed the proposed amendments to the Area of City Impact Governing Questions, the proposed Area of City Impact Map and Ordinance, and the proposed amendments to the Comprehensive Plan Land Use Map on December 12, 2022; and again, on May 8, 2023, since the boundary has been repositioned. On May 8, 2023, the Council unanimously approved the repositioning of and/or amendments to the existing City of Hailey Area of City Impact Boundary Map, as requested by BC-1, LLC, to include the parcel (FR W1/2 NW SEC 25, FR E1/2 NE SEC 26, TL 7134), or portion thereof, within Hailey’s Area of City Impact Boundary.

Attachments to this Report.

1. [Ord. No. 1316: Hailey ACI Map](#)
[Exhibit: Proposed Hailey Comprehensive Plan Land Use and ACI Map](#)
[Exhibit: Proposed Hailey and Bellevue ACIs Proposed Changes \(from Blaine County\)](#)

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion Language - Area of City Impact Map:
Approval: Motion to conduct a 3rd Reading of Ordinance No. 1316, an Ordinance of the City of Hailey amending and adopting the Area of City Impact Map, as shown in the attached Exhibit, finding that the

project is in conformance with the Comprehensive Plan; the project does not jeopardize the health, safety, or welfare of the general public.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): Copies

Instrument # _____

HAILEY ORDINANCE NO. _____

**AN ORDINANCE OF HAILEY, IDAHO, IDENTIFYING AND ADOPTING
A MAP OF THE HAILEY AREA OF CITY IMPACT WITHIN
UNINCORPORATED BLAINE COUNTY; PROVIDING A SAVINGS
AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS this Ordinance is enacted to ensure that Hailey has adequate land area for future growth, and to ensure that development of land surrounding Hailey does not directly or indirectly negatively impact Hailey provision of services, infrastructure or quality of life; that lands are planned carefully so as not to prohibit future annexation and urban densities; to ensure that development is in accordance with the Hailey Comprehensive Plan for the desirable future physical development of Hailey;

WHEREAS this Ordinance is adopted pursuant to authority granted by Idaho Code §67-6526, as amended; and

WHEREAS Hailey has considered trade area, geographic factors, and areas that might reasonably be considered for annexation in the development of the Area of City Impact map, as shown on the attached Exhibit; and

WHEREAS Hailey has conducted public hearings at the Planning and Zoning Commission and City Council with regards to the Hailey Area of City Impact Map, the attached Exhibit, and has considered questions with regards to trade area, geographic factors, and areas that might reasonably be considered for annexation; and

WHEREAS, both Blaine County and Hailey have found that this negotiated Area of City Impact Map is consistent with their respective Comprehensive Plans.

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

Section 1. The Exhibit attached hereto is adopted as the Hailey Area of City Impact Map.

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

Section 3. All Ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

**PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED
BY THE MAYOR THIS ____ DAY OF _____, 2023.**

Martha Burke, Mayor

Attest:

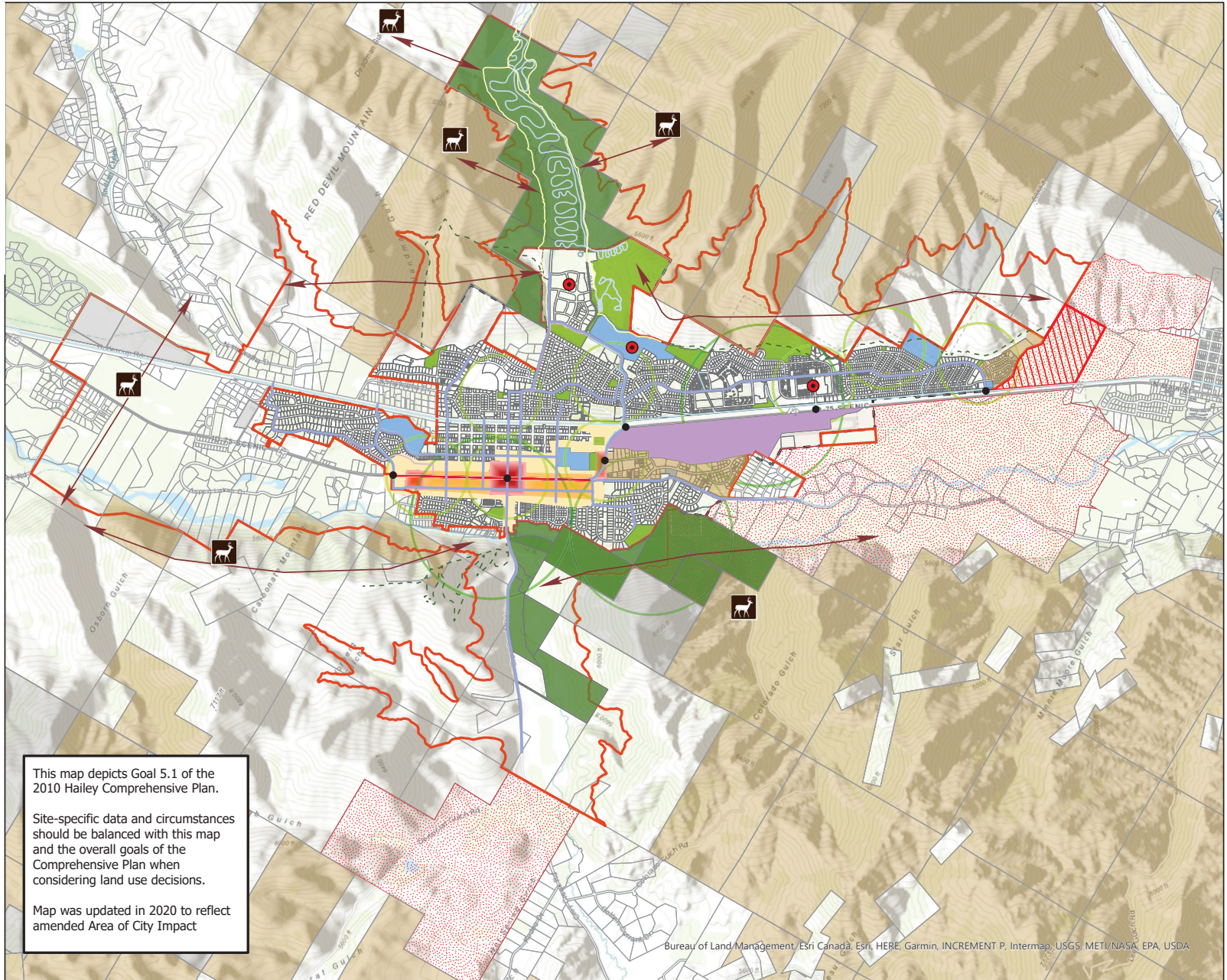
Mary Cone, City Clerk

Exhibit 1: Hailey Area of City Impact Map

Draft Hailey Comprehensive Plan Land Map and with Proposed Area of City Impact

Legend

- Neighborhood Service Centers
- Community Gateways
- Type**
- Mixed Traffic Facility, Advisory Shoulder
- Mixed Traffic Facility, Bicycle Boulevard
- Physically Separated, Side Path
- Physically Separated, Shared Use path
- Planned Physically Separated, Side Path
- Quigley Summer Trails
- Quigley Winter Nordic Trails
- Trails
- Visually Separated, Bike Lane
- Conservation Easements
- Name**
- Proposed Hailey Area of Impact
- Area of City Impact
- Hailey MOU
- Quarter Mile Service Area
- Half Mile Service Area
- Main Street Corridor
- Educational Sites
- Park Recreation Sites
- High Density Residential
- Community Activity Areas
- Downtown
- Hailey Parcels
- County Parcels
- Hailey City Limits
- Wildlife Corridors and Winter Range
- W Wildlife Points
- Pedestrian and Bicycle Routes
- Residential Buffer
- BLM Lands
- IdahoLands
- Airport Site Redevelopment
- Light Industrial/Business Park
- BLM Lands
- IdahoLands



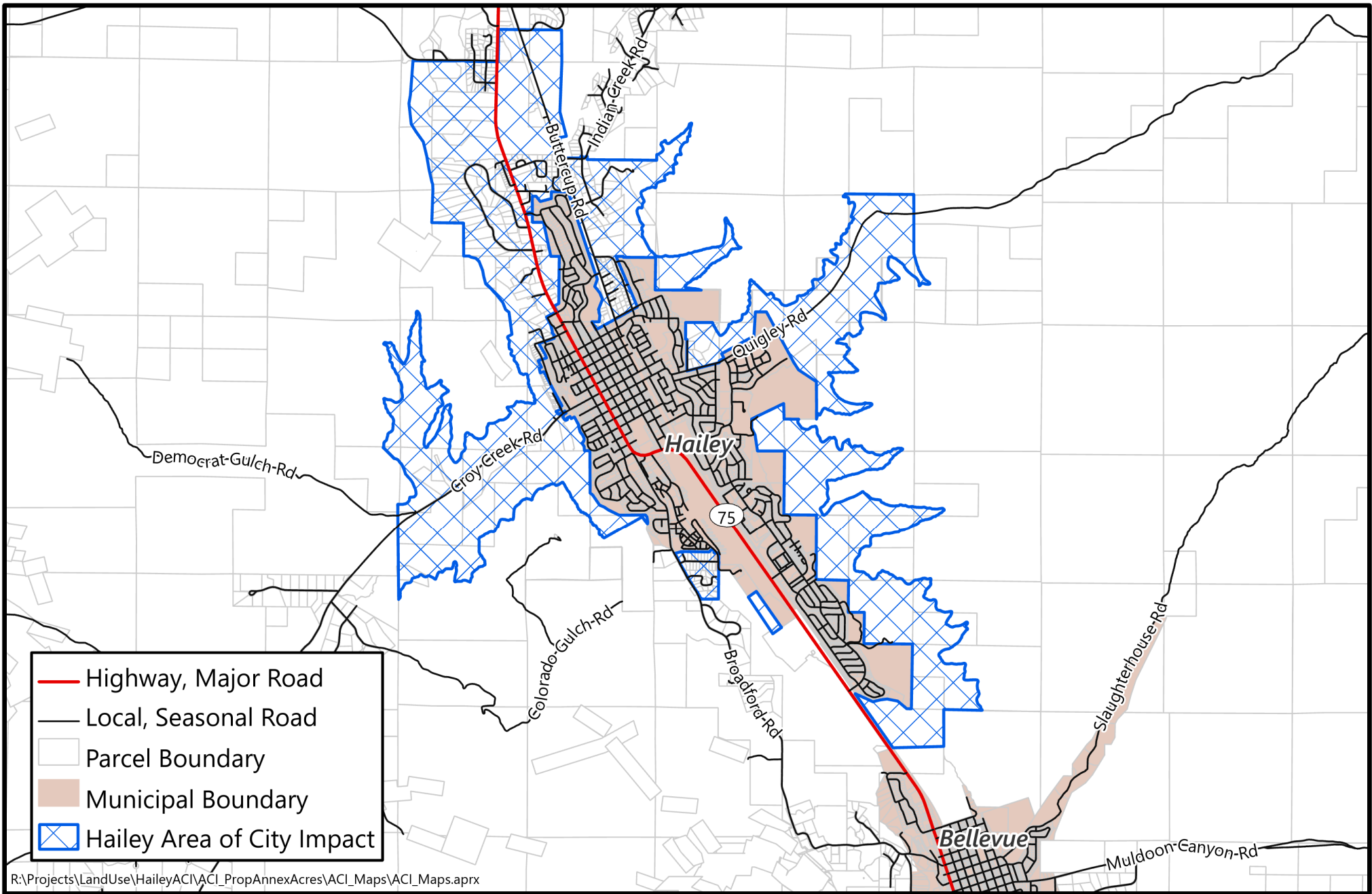
This map depicts Goal 5.1 of the 2010 Hailey Comprehensive Plan.

Site-specific data and circumstances should be balanced with this map and the overall goals of the Comprehensive Plan when considering land use decisions.

Map was updated in 2020 to reflect amended Area of City Impact

May 2023

Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA



Blaine County GIS
April 25, 2023

2023 Hailey/Blaine County Area of City Impact

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 06/13/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

-----**SUBJECT:**
2nd Reading Ordinance No. 1326, amending the Hailey Municipal Code, Title 15: Buildings and Construction, Chapter 15.16: Development Impact Fees, Section 15.16.130: Development Impact Fee Schedule, to provide for annual adjustments tied to year-over-year inflationary adjustments in the cost of providing services.

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

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

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Robyn Davis Phone #: 208.788.9815 ext. 2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion Language:

Approval: 2nd Reading of Ordinance No. 1326, read by title only.

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:

Copies (all info.):

Instrument # _____

*Additional/Exceptional Originals to: _____

Copies

HAILEY ORDINANCE NO. ____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Published Summary:

Return to Agenda