

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday July 10, 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#](tel:+18722403311,543667133#),

From your computer, tablet or smartphone: <https://meet.goto.com/CityofHaileyCityCouncil>

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<https://global.gotomeeting.com/install/543667133>

5:30 p.m. - CALL TO ORDER

Open Session for Public Concerns

CONSENT AGENDA:

CA 210	Motion to approve Resolution 2023-091, authorizing the Mayor to sign the Work-Based Learning Experience (WBLE) Agreement with Idaho Division of Vocational Rehabilitation for Library assistant grant ACTION ITEM	1
CA 211	Motion to ratify the Mayor's signature give contractor permission to enter the deck to conduct roofing corrections on the River Street Townhomes (City of Hailey owns Unit #8) ACTION ITEM	6
CA 212	Motion to ratify the Mayor's signature on a letter of support to Blaine County regarding maintenance on Indian Creek Road, location of Hailey primary water supply ACTION ITEM	11
CA 213	Motion to ratify the Mayor's signature on a letter of support regarding ERC composting and recycling services at City of Hailey sponsored events ACTION ITEM	14
CA 214	Motion to approve Resolution 2023-092, authorizing a Public Art Contract with artist, Gemma Valdez Daggatt, for the Chinese American Heritage Memorial structure ACTION ITEM	17
CA 215	Motion to approve Alcohol License Renewals ACTION ITEM	32
CA 216	Motion to approve minutes of June 26, 2023 and to suspend reading of them ACTION ITEM	59
CA 217	Motion to ratify claims for expenses paid in June, 2023 ACTION ITEM	66
CA 218	Motion to approve claims for expenses incurred during the month of June 2023, and claims for expenses due by contract in July, 2023 ACTION ITEM	72

MAYOR'S REMARKS:

MR 000

PUBLIC HEARING:

PH 219	Consideration of a Planned Unit Development (PUD) Application by Kathleen Miller QTIP Trust and Sophie Nunberg Trust, represented by Lee Young of CSHQA, for a 1,213 square foot building addition to Albertsons, as well as Consideration of Resolution 2023-____, with licensing and agreements with Albertsons for a proposed 0.42-acre public recycling area for the City. This project is located at 911 North Main Street (Sub Lots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Townsite Overlay (TO) Zoning Districts. Under the PUD, the Applicant is proposing to develop and operate a new city-wide recycling center, and in exchange, is requesting the following waivers: ACTION ITEM	96
	<ul style="list-style-type: none">• Waiver to the maximum floor area permitted within the Business (B) Zoning District for an additional 3% of square footage to the existing building, totaling 37,127 square feet of individual retail/wholesale trade.	

PH 220	Consideration of proposed Ordinance No. ____ prohibiting feeding of wildlife, with exceptions within City Limits, that will make feeding of wildlife in the City of Hailey, first offense an infraction, and second offense a misdemeanor. ACTION ITEM.....	129
PH 221	Consideration of 1) Resolution 2023-____, authorizing Memorandum of Understanding with ARCH for a Locals Only Deed Restriction Pilot Program and 2) Resolution 2023-____, adopting the Locals Only deed covenant as to form, <i>Community Housing Deed Restriction Covenant</i> to be used on future Deed Restrictions ACTION ITEM .	137
PH 222	Consideration and tentative approval of Not to Exceed FYE 23 Budget for all funds ACTION ITEM	164

OLD BUSINESS:

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

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

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

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1329 Next Resolution Number- 2023-093

AGENDA ITEM SUMMARY

DATE: July 10, 2023 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** Lyn Drewien

SUBJECT

Motion to approve Resolution 2023-____, authorizing the Mayor to sign the Work-Based Learning Experience (WBLE) Agreement between the City of Hailey and the Idaho Division of Vocational Rehabilitation.

AUTHORITY: ☐ ID Code ☐ IAR _____ ☐ City Ordinance/Code _____

BACKGROUND:

The Idaho Division of Vocational Rehabilitation (IDVR) works with local employers to offer students with disabilities the opportunity to participate in a short-term paid work experience. This employer-reimbursed paid work experience will fund up to 150 hours of employment for Emilie Galvin, a sophomore at the College of Southern Idaho, to work at the Hailey Public Library as a Library Assistant at the pay rate of \$14 per hour. Monthly progress reports and an invoice for hours worked by the employee shall be submitted to IDVR by the City of Hailey for reimbursement at \$22 per hour.

Emilie has completed the terms of two previous contracts, and this will be her final work opportunity with the library before she ages out of the program in December. This contract period begins July 1, 2023, and expires December 31, 2023.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney	<u>XX</u> City Clerk	___ Engineer	XX Mayor
<u>XX</u> Administrator	___ Parks & Lands Board	___ Public Works	___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-____, authorizing the Mayor to sign the Work-Based Learning Experience Agreement between the City of Hailey and the Idaho Division of Vocational Rehabilitation

FOLLOW UP NOTES:

CITY OF HAILEY RESOLUTION 2023-__

A RESOLUTION OF THE HAILEY CITY COUNCIL AUTHORIZING THE WORK-BASED LEARNING EXPERIENCE AGREEMENT BETWEEN THE CITY OF HAILEY AND THE IDAHO DIVISION OF VOCATIONAL REHABILITATION.

WHEREAS, the Idaho Division of Vocational Rehabilitation (IDVR) works with local employers to offer students the opportunity to participate in a short-term paid work experience; and

WHEREAS, this employer-reimbursed paid work experience will fund up to 150 hours of employment for Emilie Galvin, a College of Southern Idaho student, to work at the Hailey Public Library as a Library Assistant at \$14 per hour; and

WHEREAS, the contract period is July 1, 2023, to December 31, 2023; and

WHEREAS, monthly progress reports and invoices for hours worked shall be submitted to the Idaho Division of Vocational Rehabilitation for reimbursement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, that the PRE-ETS Work-Based Learning Experience Agreement between the City of Hailey and the Idaho Division of Vocational Rehabilitation be approved.

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



Pre-ETS Work Based Learning Experience (WBLE) Agreement

City of Hailey Public Library (Employer) agrees to hire
Emilie Galvin (Student) as of this date 07/01/2023, for
Library III Assistant (Position), at rate of \$ 14.00 per hour.

The Idaho Division of Vocational Rehabilitation (IDVR) and
City of Hailey Public Library (Employer) agree to the following
contract for costs incurred to provide an individualized Work Based Learning
Experience (WBLE).

1. IDVR will reimburse employer for costs incurred for the individualized Work Based Learning Experience at the student's rate of pay plus \$8.00 per hour up to 150 hours. Training dates are as follows: as per employer; not to exceed 6 months.
2. If WBLE ceases before agreement ends, payments will be made only for the actual time WBLE is provided.
3. Progress reports will be reviewed and completed monthly by the employer.
4. Employer will provide IDVR a monthly invoice and verification of WBLE monthly hours.
5. Neither IDVR nor employer will discriminate on basis of EEO or ADA.

6. Employer is responsible for Workers Compensation coverage and any other conditions of employment.
7. This agreement for WBLE may be terminated by notification at any time by either the employer or IDVR.

Emilia Galin

Student Signature

06/26/23

Date

VR Counselor Signature

07/01/23

Date

Employer Signature

07/10/23

Date

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 07/05/23

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: LH

SUBJECT:

Ratify the Mayors signature on a letter authorizing roof repairs (at the contractor's expense) for 410 N River Street Unit #8. These repairs are necessary to meet warranty.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The contractor of 410 N river Street has identified some roof repairs to be made at their expense. Decks will be removed and reinstalled. ARCH, who is managing Unit #8 on behalf of the City, will notify the tenant.

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: (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 ratify the Mayors signature on a letter regarding roofing improvements at 410 N River Street, Unit #8

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

*Additional/Exceptional Originals to: _____

June 30, 2023

Townhome Owner

**Reference: 21016 – River Street Townhomes
410 N River Street
Hailey, ID 83333**

Dear Owner of River Street Townhomes:

After further evaluation of the roof installed, corrections of the entire roof will occur. At this time, the roofing contractor, Signature Roofing will remove and replace all scuppers, coping cap and correct the existing TPO installation. By performing these scopes, the project will be provided with a roof that will meet the requirements of the environment and manufactures warranty.

To perform the roofing corrections, CSDI will have to remove and then reinstall the roof decks. We understand that this an important feature of the townhomes, so we will try to minimize the impacts to each homeowner as much as possible. Attached is the detailed schedule for the work required at each building and unit.

There is a section at the end of this letter for you to sign. Please sign and return this letter by July 3, 2023.

To summarize, below is a list of dates where the roof areas will be inaccessible for each building.

Building A – July 5th through August 9th

Building C – July 17th through September 21st

Building B – August 21st through October 6th

Homeowners will need to remove all items located on the roof decks. CSDI will assist in removing any larger items such as fire pit tables and hot tubs that are unable to be removed through stairways. CSDI will provide moving blankets to protect Owner items that need to be removed with a lift. Owner is responsible for draining hot tubs and preparing all items for moving. Items will be placed in Owner's garage during roof work. MGM/CSDI will place any large roof deck furniture such as hot tubs or fire pit tables with lift on Owner's behalf. Owner is responsible for disconnection and reconnection of items

During corrections, if owners require additional parking, there will be a parking available in the empty lot across River Street directly across from 410 River Street.

All coping cap, scupper, downspout and TPO work will be monitored by CSDI and inspected by an independent building envelope inspector and the TPO roofing manufacturer to ensure that all deficiencies are corrected.

We understand that this a major inconvenience for the homeowners, but CSDI is committed to making sure that all items are properly corrected and to the long-term integrity of the buildings.

Please let me know if you have any questions or need anything else.

Please sign below showing acceptance of the proposed work and authorization to proceed and return a copy to my email address listed below by Monday July 3, 2023.

I can be reached at any time with any questions at the contract provided below:

Sincerely,



Carrie Van Houten, Project Manager

CSDI Construction, Inc.

6353 Supply Way. Boise, Idaho 83716

Office: 208-338-5973. Ext 1004

Fax: 208-343-4925. Cell: 208-869-9111

Web: www.csdiconstruction.com

Email: cvanhouten@csdiconstruction.com

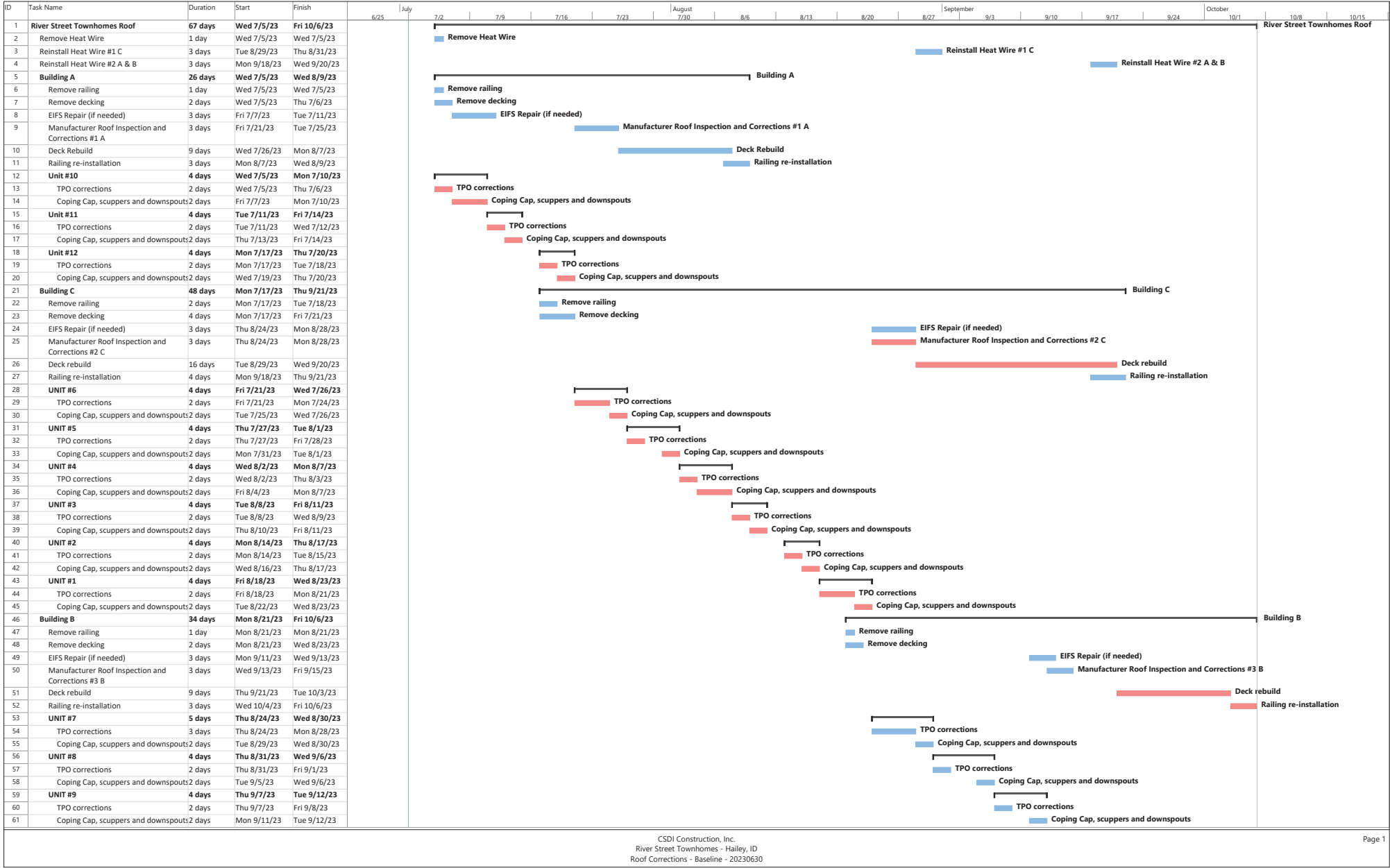
Acceptance of Proposed Scope of Work - You are authorized to do the work as specified.

Signature: _____

Date: _____

Printed Name _____

Unit # _____



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 07/05/23

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: LH

SUBJECT:

Ratify the Mayors signature on a letter of support to Blaine County regarding resurfacing of Indian Creek Road.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Blaine County is planning some improvements to Indian Creek road. This road serves essential Hailey infrastructure, as the City's primary fresh water source is located out Indian Creek. See attached letter of support for such road improvements. This letter was needed for a County commissioner meeting on July 5, 2023.

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 ratify the Mayors signature on a letter of support to Blaine County regarding resurfacing of Indian Creek Road.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

*Additional/Exceptional Originals to: _____

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

July 3, 2023

Board of County Commissioners

Via email: mpomeroy@co.blaien.id.us

RE: Indian Creek Road Resurfacing

Dear Blaine County Commissioners:

The City of Hailey is in support of the County allocating funds for the resurfacing and repair of Indian Creek road. As you know, our primary water source, a freshwater spring located out Indian Creek, is considered critical municipal infrastructure. We also generate power at the Indian Creek Springs site, which helps to offset costs of the system. Our Water Division travels the County Roads in Indian Creek at least once per week in the spring and to our turbine tank site daily during summer. Safe travel to the critical infrastructure out Indian Creek is a high priority for the provision of clean drinking water to our citizens.

Sincerely,



Mayor Martha Burke

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 07-10-2023 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** BY _____

SUBJECT: Ratify Letter of Support regarding ERC composting and recycling services at City of Hailey sponsored events. ACTION ITEM

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached letter is in support of the ERC providing composting and recycling services at City of Hailey sponsored events through the summer of 2023.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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"/> Comm. Dev.	<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.		

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify Letter of Support regarding ERC composting and recycling services at City of Hailey sponsored events. ACTION ITEM

ACTION OF THE CITY COUNCIL:

Date : _____
City Clerk _____

FOLLOW-UP:

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

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

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333
(208) 788-1221
Fax: (208) 788-2924

June 16, 2023

Environmental Resource Center (ERC)
471 Washington Ave
Ketchum, ID 83340
Attention: Trish Kerner

To Whom it May Concern,

This letter is in support of the ERC's recycling and composting services at Hailey summer events. The City understands that the ERC plans to provide these services to the public, free of charge, at popular, City-sponsored events throughout the summer months. The City fully supports the ERC's mission, and is looking forward to partnering with the ERC to provide a portion of the necessary funding for these services during the summer of 2023.

Every year, Hailey hosts the Sawtooth Rangers 4th of July Rodeo. This professional rodeo has been held annually since 1974 and features some of the best riders and stock in the country. Last year, the ERC provided composting and aluminum recycling at 4th of July festivities, including the rodeo. Volunteers successfully diverted a total of over 132.5 lbs. of aluminum from the landfill last year. This made a significant impact on the amount of waste created by the rodeo and aligns with the City's commitment to sustainability. There is a clear need for this service to continue to provide the public a simple and easy method for disposing of recyclable items responsibly.

The ERC also offered recycling and composting services at Hailey Rocks last year (formerly known as Hailey Live). Hailey recently implemented event resiliency guidelines that require special events to comply with sustainable practices. Volunteers from the ERC collected 114 lbs. of compost and 198.35 lbs. of recycling in 2022. This popular, weekly, concert series brought together the town of Hailey throughout the summer last year. Having ERC volunteers on site helped spread awareness and educate the public on recycling and composting best practices, and enabled this busy series to reduce their footprint.

We support the ERC providing these services over the summer of 2023, as they align closely with the City's sustainability goals, help educate the public on recycling and composting practices, and divert recyclable waste from the landfill.

Sincerely,


Martha Burke
Mayor, City of Hailey

cc: Hailey City Council

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 7/10/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Motion to approve Resolution 2023-___ and a Public Art Contract with artist, Gemma Valdez Daggatt, for the Chinese American Heritage Memorial structure. **ACTION ITEM**

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code N/A

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: Following the Idaho Mountain express reporting in fall 2022, regarding the history and treatment of Chinese Americans in Hailey during the late 19th century, the Hailey Arts & Historic Preservation Commission began discussing project ideas for how to commemorate and reconcile the harrowing history. After discussions with Chinese American community members living locally, as well as potential community partners, the Commission published a Call for Artists requesting proposals for a trellis or gateway structure.

On May 3, 2023 the Artist Gemma Valdez Daggatt submitted a design proposal that incorporates a trellis into a wayfinding post—the trellis nods to the history of Chinese immigrants growing food in Hailey, while the wayfinding aspect of the design will direct to or mark the China Gardens neighborhood. On June 15, 2023 the Hailey Arts and Historic Preservation Commission held a second public hearing to hone and approve the aforementioned design, in addition to approving the spending and a contract with the Artist, Gemma Valdez Daggatt. The attached documents reflect design choices that the Arts & Historic Preservation (HAHPC) has considered over the past two months; portions of the documents have been redacted to exclude design options that were ignored or voted against.



Now, the Commission seeks official approval of the spending and contract, so that the Artist proceed with purchasing supplies. The Artist's labor will be donated. The Commission voted to locate the memorial structure on the Walnut Street side of the bulb-out curb at the intersection on Main Street (on the southern frontage of Hailey Coffee Co.); however, the location is subject to the approval of the Public Works Department. Community Development Staff is working internally with the Artist to verify that the proposed symbols are culturally appropriate and respectful.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: 10/15/2023
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.	<u>X</u> Finances
___ Safety Committee	___ P & Z Commission	___ Police	<u>X</u> Arts & Hist. Pres.
___ Streets	<u>X</u> Public Works, Parks	___ Mayor	___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve Resolution 2023-___ and the Public Art Contract to establish a payment, fabrication, and installation schedule with the artist, Gemma Valdez Daggatt. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL: Date _____ City Clerk _____

FOLLOW-UP:

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

CITY OF HAILEY
RESOLUTION NO. 2023-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR’S SIGNATURE ON AN AGREEMENT BETWEEN
THE CITY OF HAILEY AND THE ARTIST GEMMA VALDEZ DAGGATT FOR THE
CHINESE AMERICAN HERITAGE MEMORIAL STRUCTURE.**

WHEREAS, the City of Hailey desires to install a Chinese American Heritage Memorial structure,

WHEREAS, the City of Hailey desires to enter into an agreement with the Artist Gemma Valdez Daggatt (“Artist”) to provide the required services,

WHEREAS, the City of Hailey and the Artist agree to the terms and conditions of the Chinese American Heritage Memorial Public Art Contract, 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 Artist, and that the mayor is authorized to execute the attached document.

Passed this ____ day of July, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Chinese American Heritage Memorial Public Art Contract

THIS PUBLIC ART CONTRACT ("Agreement") is made and entered into this ____ day of July, 2023, by and between the CITY OF HAILEY, an Idaho municipal corporation ("Hailey") and Gemma Valdez Daggatt, an individual ("Artist").

RECITALS

A. Hailey is a political subdivision of the state of Idaho. Martha Burke is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. The Chinese American Heritage Memorial is a Arts & Historic Preservation Commission ("Commission") project, intended to commemorate and reconcile the history of Chinese Americans in Hailey.

C. The Artist, Gemma Valdez Daggatt, was the sole artist who responded to the Commission's call for artists and expressed interest in providing the design and fabrication of a memorial structure. The Artist desires to provide design and fabrication of a trellis/wayfinding structure made of metal and sized 24-30" wide and 7'8" tall.

D. At a Special Meeting on June 15, 2023, the Hailey Arts and Historic Preservation Commission approved Gemma's design and expenditures up to \$2,163 this fiscal year— including a \$1,122 down payment for materials, to be paid prior to final installation of the project.

F. The Hailey Mayor and City Council approve the Artist to design and fabricate the Chinese American Heritage Memorial structure.

G. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide a Chinese American Heritage Memorial structure.

AGREEMENT

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

1. Scope of Services.

a. The Artist agrees to design and fabricate a Chinese American Heritage Memorial structure.

b. The Artist shall continue to attend meetings with the Hailey Arts and Historic Preservation Commission, as needed, to discuss the fabrication and installation of the structure.

c. In the event the Artist is requested to re-design the symbols on the structure, the Artist will develop an alternative design attempting to meet the intent of the Mayor and City Council. The alternative design would then be presented to the Hailey Arts and Historic Preservation Commission for its recommendation and then to the Hailey Mayor and City Council for approval.

d. Once the Artist's design is approved by the Hailey Mayor and City Council, the Artist will fabricate the piece as contemplated by the approved designs, providing all the necessary services and furnishing all the supplies, materials, and equipment necessary to fabricate the structure.

e. The Artist will work with the Community Development Department to determine the installation schedule for the piece. The Artist shall fabricate the structure offsite and transport the piece to the site. The Hailey Public Works Department will provide labor and minor tools and materials to assist the Artist with installation of the piece, if necessary.

j. The Artwork must be durable, taking into consideration that the site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. While the Artwork is being installed onsite, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.

2. Consideration. In consideration for providing the services and any necessary materials for the design and subject to the following conditions, Hailey agrees to pay the Artist Two Thousand One Hundred and Sixty-three Dollars (\$2,163), according to the following schedule:

- a. One Thousand One Hundred and Twenty-Two (\$1,122), upon execution of this Agreement, receipt of which is hereby acknowledged;
- b. Nine Hundred and Nineteen Dollars (\$919), upon delivery and installation of the piece.

3. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copy right Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

b. Reproduction Rights. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

4. 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 Street So.
Hailey, Idaho 83333

Gemma Valdez Daggatt

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

B. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall be acting exclusively as an independent contractor and not as an employee 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. Artist, 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. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance with Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

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

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

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

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

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

of this Agreement is a separate part hereof.

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

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

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

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

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

CITY OF HAILEY

ARTIST

Martha Burke, Mayor

Gemma Valdez Daggatt, Artist

ATTEST:

Mary Cone, City Clerk

I am honored to submit my proposal for the Chinese American Heritage Project. ~~I am submitting several variations on a theme since the location is not yet determined, and there is the possibility of staging this installation over time and in multiple locations.~~ Rather than limiting my design based on unknowns, here are options that allow flexibility (wall mount vs. stand-alone, in varying widths and heights to fit any site).

As a Community Builder and Designer, I have come full circle. My undergraduate degree was in Art & Design with a focus on Cultural & Visual Anthropology. I have spent 30 years since then developing my career in construction. During all that time, for fun and out of a passion for helping community, I have volunteered to build housing for low income and homeless, welded art cars for Burning Man, organized groups to paint murals. More recently, I've been able to combine all my skills as a designer, project manager and artist for architecture, textiles and beyond.

Historical renovation has been the focus of my construction career, with many projects in Seattle's Chinatown International District. That neighborhood has served as the first stop for immigrant groups, from the Chinese in the 1800's (still the majority residents, many generations later), through subsequent Asian groups, to more recently Latino and African immigrants. Many shared issues confront all newcomers to America's "melting pot." As a port city, Seattle's immigrant stories echo larger patterns of migration across all the West, including Hailey, ID.

A central part of my construction and design career has been to use my interest in historical research to interpret stories and materials to ensure each building renovation reflects its whole history, including its previous inhabitants. For The Louisa Hotel, my client was a multi-generational Chinese family and my design needed to comply with national historic property standards. On Union Station, I worked with expert craftspeople to restore and replicate the fine finishes of the original early 1900's building. At the Wild Ginger restaurant, we preserved architectural details that made the modern interior buildout sumptuous, while preserving the vintage exterior. I pride myself on building projects that are budget-friendly and thoughtful, while providing the owners and tenants what they truly need.

As a Community Builder, I have primarily focused on healthy communities and the arts. In gratitude for the amazing American Dream, I have been able to build on the shoulders of my immigrant family, I have worked with communities in need across the country. From 2020-2022 I volunteered part-time to construct tiny homes to replace homeless encampments in Seattle. This was a continuation of my skill-building from Habitat for Humanity in both Bellevue, ID and in Seattle since the early 2000's. I enjoy translating my knowledge of how things are conceptually built into doing the work (rough & finish carpentry, roofing, windows, welding, concrete). I know how to manage not only a \$127M jobsite, but also how to do hands-on construction.

I have worked with public artists closely on many of my private/public partnerships over the years. Being able to enhance public spaces with art has been a highlight of my career. A personal goal has always been to create public art of my own design.

I have lived in this valley half-time since the 1990's and consider it just as much "home" as anywhere else I have lived. The Wood River Valley has my heart. As an Asian American daughter of Filipino/Chinese/English descent your project resonates deeply. I descend from immigrants who came to America to discover their version of the Prosperity Mountain dream.

My passion is to help make deeper connections which strengthen the vibrancy of community. The immigrant story is continually-morphing, woven into our contemporary lives and leading into our shared future.

Attached is a truncated CV highlighting relevant experience. Full CV, portfolio & recommendations are available upon request. Thank you,



Gemma Valdez Daggatt
206.786.6336
gemma@daggatt.com

DESIGN & CONSTRUCTION

ART CHURCH	Designed, based on historical research and guidelines, architectural drawings for successful Historical Design Review Approval & building permit for 1904 Baptist Church in Hailey, Idaho. Developed future renovation plans for owner to self-manage. Created book of historical research.	2020-2021
LOUISA HOTEL	Designed architectural colors/materials, historical interpretation & art for 83 units of affordable housing in a 1909 architectural gem in the Chinatown I.D. neighborhood. Historic Seattle 2020 Community Investment Award.	2015-2019
HOLLYWOOD LOFTS	Architectural finishes, lighting design/production and art coordination for renovation of 1910 warehouse into 24 apartments in Seattle.	2014-2015
THE HIDEAWAY	Developer & designer of subdivision & residential project in Ketchum, ID. 2004 AIA Merit Award, featured on HGTV "Amazing Log Homes," multiple local & national magazine features, 2003 Library Tour.	2001-2003
BARRIENTOS	Owner's Representative for large historical arts-related and new commercial projects: Developed feasibility studies and budgets. Coordinated community outreach. Managed design development and fundraising presentations. Oversaw permitting and scheduling while coordinating construction and design teams throughout the build process. Conducted press and public outreach tours. <i>Projects include:</i> <u>McCaw Hall</u> (Seattle Opera House) \$127M renovation, AIA Honors & national recognition. <u>Union Station</u> - National Preservation Honor Award <u>The Mann Building/Wild Ginger Restaurant</u> – Renovated long-abandoned 1930's building into a restaurant, with future plans for a jazz club to revive the original vaudeville theatre.	1998-2001

DESIGNER LIGHTING, THEATRE/FILM (Set & Costumes Design/ Construction), TEXTILES Since 1982

BOARD MEMBER, ADVISOR & VOLUNTEER

COMMUNITY ART PROJECTS, Western U.S. – Design and volunteer coordination.	1983-PRESENT
SOUND FOUNDATIONS NW, Seattle - Construction Crew (tilt-up framing, roofing, all build/finish)	2020-2022
CONSTRUCTION FOR CHANGE and ADAPTIV ARCHITECTURE Translated plans into Spanish and French for quick response Covid-19 triage hospitals in Africa & Bolivia.	2020-2021
WING LUKE ASIAN MUSEUM Seattle Board, \$21M Capital Campaign, Construction Committee	2005-2011
ISLANDWOOD, Bainbridge Island, WA Community outreach, interviews & curation of images for permanent exhibit on Filipino laborer experience.	2000-2001
SEATTLE CHINATOWN ID PRESERVATION & DEVELOPMENT AUTHORITY – Board Chair	2000-2010
CASA LATINA, and ASIAN COUNSELING & REFERRAL SERVICES - ESL Instructor	1994-1998

EDUCATION: Building Construction Professional Certificate, University of Washington	1997
Bachelor of Science in Design: Textiles & Theatre - summa cum laude, UC Davis	1991
Washington University, St. Louis School of Fine Arts – sculpture & 2D foundational studies	1983-1985



LOUISA HOTEL, before. Abandoned housing for over 50 years.



After: Exterior Colors, Interior Design and Art Installations for 84-unit affordable housing project in former Chinese worker SRO. Art assembled from salvaged materials, original signage, & ephemera. Rebuilt vintage ceramic lamps. Permanent photo exhibit documenting lost building murals & building decay.

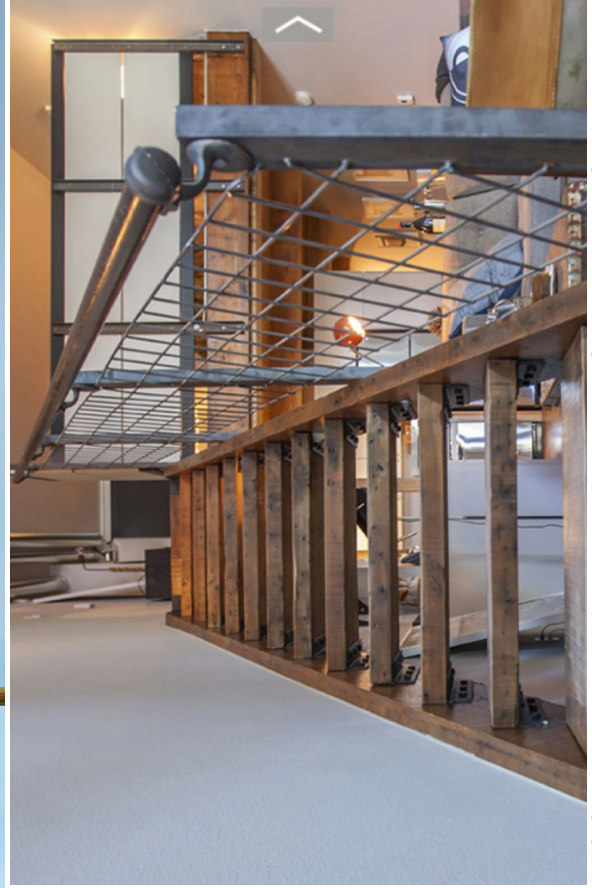


PHOTOGRAPHY: Louisa Hotel pre-renovation



COLLAGE - part of a series made for the Louisa Hotel (photos, salvaged vintage ephemera & flooring found on site).

DESIGN: "Tibetan Wave" Metal Railing & "Cloud Bubble" Light Fixtures



DESIGN: Hollywood Lofts - Metal Railing and Salvaged Wood Stairs



DESIGN: Ketchum Hideaway - Salvaged Ski Lift Chair Swing with Cup Holder

The tale of Gold Mountain brought the Chinese to America. When those dreams didn't come to fruition in the coastal states, many migrated inland to Idaho. The 1870 census reflects that almost one third of the state population was Chinese, constituting almost 60 percent of miners. They later settled in towns like Hailey to start laundries, commercial vegetable gardens, and work in the service industry.

DESIGN: The trellis echoes the history of Hailey and the Wood River Valley. A rust-finish is the most durable, low maintenance option, while also reflecting the old mining and farming equipment we still see today. The wayfinding sign consists of the Chinese symbols for Prosperity and Mountain. These symbols would have been recognizable to the Chinese in the 1800's and are still in use today. The symbols will be reverse cut (laser for smooth edges) in 11-gauge, cold-rolled steel. Rivet & channel steel attachments connect them to the top of channel steel support legs (which are each inset into a concrete footing, or connected to the ground with tie down straps, TBD on soil or paved location). Welded metal mesh "trellis" is connected with channel welds between the two support legs. A plaque with text and photos, is either wall-mounted adjacent to, or mounted on the trellis. Includes QR code or web address with links to local resources like the Blaine County Museum and the Center for Regional History for articles, photos, oral history archives, etc.

SIZE: I estimate 7'-8' tall x 24-30" wide. Will be adjusted in height & width as appropriate for site & visibility. Additional material costs are negligible.

TEXT: So far, I have found at least 40 well-written articles, magazines, books and oral histories to link via QR code or web address on the informational plaques. A version of the following text will be on the plaque, with more to be added as space allow. I will work with our valley resources to make sure the info is complete and accurate:

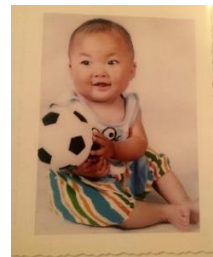
Thousands of Chinese men took mining jobs in Idaho, Montana and California under the Credit Ticket System. Those that had settled in Hailey were far from home, mostly without wives or children, and paid scanty wages.

By the early 1880s, upwards of 150 Chinese men had found work in the Wood River Valley as vegetable and fruit vendors, laundrymen, domestic servants, cooks and wood cutters. Those who settled in Hailey built a close-knit row of log cabins along River Street. They also opened small Chinese restaurants and planted vegetable gardens near the present-day China Gardens subdivision.

Some had been in the U.S. for a few decades already, desperate to escape civil war and famine in Guangdong and encouraged by news of the 1849 California Gold Rush, known to the Chinese as "Gold Mountain." The Chinese immigrant story continues with local restaurants from Ketchum to Bellevue over the intervening years, and the recent Chinese adoptees who arrived in the 2000's.

I have confirmed at least two families willing to share their stories. Here is Audrey soon after her arrival in 2006. She will graduate from WRHS as part of the Class of 2024.

Images to print on the plaques: 1. Tom Boo, a Chinese vegetable peddler, resided in Hailey in the 1880s. 2. Chinese launderer Kee Le Wah poses for the camera, circa 1890.



(Photo Courtesy of Audrey's family.)

PRICING

Estimated Cost	Labor & Equipment Rentals	Materials, laser cut and design (incl. tax & delivery)	TOTAL
(1) Prosperity Mountain Wayfinding Sign	\$750	\$372	\$1,122
(1) Base & Installation (type TBD on location)	\$600	\$269	\$ 869
(1) Informational Plaque	included	\$50	
			\$2,041

Notes:

1. \$100 material and shop rental discount for a second sign completed at the same time.

~~2. Smaller Arrow signs would likely incur minimal cost if done at the same time. I have sourced donated materials to build these. Main cost for the Arrow would be the base installation.~~

SCOPE & SCHEDULE

See images pages 3-5

~~Due to Hailey's rich history, I proposed installing this work in two main locations:~~

~~1. Near the Blaine County Museum to entice our audience to explore the City further. This will attract museum-goers, car and pedestrian traffic. There were various Chinese-run businesses on Main Street, of which no trace exists, so a location that attracts people interested in learning the area's history seems most appropriate.~~

~~2. At River & Walnut as the entry point to China Gardens¹ – the planned improvements on this street provide the perfect opportunity for the work to attract the notice of bicycle traffic.~~

~~(A possible 3rd smaller Arrow element that could direct both foot and car traffic from Main Street towards the China Gardens marker at the corner of Walnut and River Streets.)~~

~~Install two to three locations, at a minimum of one each fiscal year.~~

Phase 1 to be installed no later than October 15, 2023

PARTNERSHIPS & FUNDING

August 1, 2023 50% Deposit to order materials

~~September 1, 2023 Balance Due to pay installation subcontractor deposit, welding shop time, and remaining materials.~~

I would like to work with the Commission to come up with additional budget through multi-year phasing, grants, and a partnership with a non-profit to accept donations to phase this project.

The cemetery is another potential location where an extension of this project would enhance the City. However, I would not want to delay this project in the process. I suggest we move forward, and follow-up on its success with a future, separate, but cohesive proposal. I will suggest the same style wayfinding signage framing a contemplative bench, and in a variety of languages, to honor all who are buried in the unmarked potter's field at the southwest corner of the cemetery.

¹ See plaque text: "Those (Chinese) who settled in Hailey built a close-knit row of log cabins along River Street."



Plaque to either be attached to the Prosperity Mountain Wayfinding sign or adjacent wall, TBD on location. Narrative to be developed in consultation with all stakeholders.

- Smaller size with less text if attached to wayfinding.
- Larger size to match already existing historical markers around town if mounted on wall. Mimic previous design markers enough to complement the existing wall plaques. Updated to have brushed aluminum finish.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 07/10/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT:

Alcohol Beverage Licenses

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☒ City Ordinance/Code 5.04, 5.08, 5.12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Alcohol License Renewals.

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: (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:

Approve the following New Alcohol Beverage License contingent upon approval of HPD and Applicant submittal of required documents.

CK's Real Food Shorty's Dinner Hailey Ice Valley Car Wash A Taste of Thai

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

BUSINESS LICENSE RENEWAL APPLICATION

CK's Real Food
Box 2925
Hailey ID 83333

Date: 05/15/2023

It is time to renew your business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 08/04/2023. Please feel free to call Jessie Parker 788-9815 ext. 3 with any questions.

Payments received after 08/04/2023 are subject to a \$10.00 fee.

If you are no longer doing business in the City of Hailey, please check the box below, sign and return this application so that we can update our records. Thank you.

Business Name: Evils, Inc.

Acct #: 98

Doing Business As: CK's Real Food

Business Address: 320 Main St. S

Business Phone: 788-1223

Mailing Address: Box 2925 Hailey ID 83333

Business Email: rkastner145@gmail.com

Business Fax:

Website Address:

State ID:

Federal ID:

Business Origination Date: 10/29/2003

Owner Name: Chris & Rebecca Kastner

Manager Name: Chris & Rebecca Kastner

Owner Phone: 208-788-3891

Manager Phone:

Emergency Contact Name:

Emergency Contact Phone:

*****If this is a food service business, a copy of the Idaho South Central Health District permit must be attached.

*****If this is a DayCare business, a copy of the Idaho State DayCare License must be attached along with a list of all employees and their Driver's License Numbers and Dates of Birth.

License Fees:

Business

\$ 50.00 + \$1,162.50 Alcohol Renewal

Total Amount Due:

\$ 1,212.50

Under penalty of license denial or revocation or other penalties provided by law, I hereby attest to the truthfulness, completion and accuracy of all information provided in this application.

Signature: Rebecca Kastner

Date: 6-23-23

☐ Please check box if no longer doing business in the City of Hailey.



ALCOHOL BEVERAGE LICENSE

APPLICATION FOR:

Liquor	\$562.50	<input checked="" type="checkbox"/>
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>

APPLICATION IS:

☐ New License
☒ Renewal

Total Amount Due:

1162.50

Applicant Name: Chris & Rebecca Kastner

Business Name: Evils, Inc.

Business Address: 320 Main St. S

Mailing Address: Box 2925 Hailey ID 83333

Business Phone: 788-1223

Property Owner (if different from applicant): _____

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 Alcohol License (copy attached) and the Blaine County Alcohol License (copy attached)

Rebecca Kastner
Applicant Signature

6.3.23
Date

Subscribed and sworn to before me this

23 day of June, 2023

[Signature]
City Clerk or Designee

OFFICIAL USE ONLY	
State License No.	<u>3289</u>
County License No.	<u>6</u>
City License No.	<u>98</u>
Date Approved by Council	_____
Chief of Police Approval	<u>[Signature]</u>

Idaho State Police

Cycle Tracking Number: 143122
ISLD ID: 8348

Premises Number: 5B-10

Incorporated City

Retail Alcohol Beverage License

License Year: 2024

License Number: 3289

This is to certify, that Evil's Inc

doing business as: Ck's Real Food

is licensed to sell alcoholic beverages as stated below at:

320 S Main Street, 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	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</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: \$800.00



Director of Idaho State Police


Signature of Licensee, Corporate Officer, LLC Member or Partner

EVIL'S INC
CK'S REAL FOOD
PO BOX 2925

HAILEY, ID 83333

Mailing Address

License Valid: 08/01/2023 - 07/31/2024

Expires: 07/31/2024



2024

BLAINE COUNTY
STATE OF IDAHO

No. 6

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT EVIL'S INC
doing business as CK'S REAL FOOD
at 320 S MAIN ST. 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.

Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	75.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor- 6	187.50
Retail Wine	0.00
Wine by the Drink	0.00
Special Wine (Sunday)	0.00

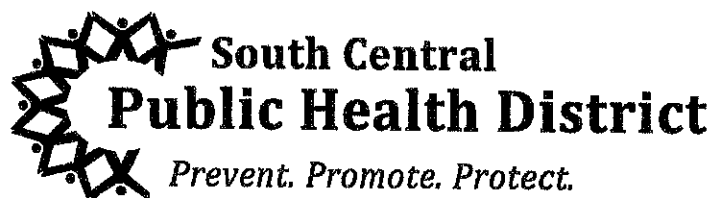
TOTAL FEE: 262.50


S. McDougall
Clerk of the Board of County CommissionersRebecca Kins
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2023
and EXPIRES 07/31/2024.

Witness my hand and seal this 20th day of June, 2023.

M. J. ...
ChairmanRay J. McClure
CommissionerLindsay Molineaux
Commissioner



Permit

EST.#: 000308

CHRISTOPHER KASTNER

PO BOX 2925

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: **CHRISTOPHER KASTNER**

For the operations of a: **FULL SERVICE ESTABLISHMENT**

d.b.a **CKS RESTAURANT**

**320 S MAIN ST
HAILEY IDAHO 83333**

DATE ISSUED

01/01/2023

DATE EXPIRES

12/31/2023

Josh Jensen. Health Official

Serving Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls County

CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

BUSINESS LICENSE RENEWAL APPLICATION

Shorty's Diner
PO Box 963
Hailey ID 83333

Date: 05/15/2023

It is time to renew your business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 08/04/2023. Please feel free to call Jessie Parker 788-9815 ext. 3 with any questions.

Payments received after 08/04/2023 are subject to a \$10.00 fee.

If you are no longer doing business in the City of Hailey, please check the box below, sign and return this application so that we can update our records. Thank you.

Business Name: Rojas Greenberg, Inc.

Acct #: 1611

Doing Business As: Shorty's Diner

Business Address: 126 S Main St

Business Phone: 208-578-1293

Mailing Address: PO Box 963 Hailey ID 83333

Business Email: shortysidaho@gmail.com

Business Fax:

Website Address:

State ID:

Federal ID:

Business Origination Date: 02/15/2019

Owner Name: ~~Jeremy Greenberg~~ MARIA G. SALAMANCA

Manager Name: OWNER

Owner Phone: ~~208-720-3230~~ 208-720-4719

Manager Phone:

Emergency Contact Name: ADRIAN ROJAS

Emergency Contact Phone: 208-720-1709

*****If this is a food service business, a copy of the Idaho South Central Health District permit must be attached.

*****If this is a DayCare business, a copy of the Idaho State DayCare License must be attached along with a list of all employees and their Driver's License Numbers and Dates of Birth.

License Fees:

Business

\$ 50.00 + \$ 400. Alcohol Renewal

Total Amount Due:

\$ 450.00

Under penalty of license denial or revocation or other penalties provided by law, I hereby attest to the truthfulness, completion and accuracy of all information provided in this application.

Signature: MARIA G. SALAMANCA Date: 6/28/2023

☐ Please check box if no longer doing business in the City of Hailey.



ALCOHOL BEVERAGE LICENSE

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 type="checkbox"/>	
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	

Total Amount Due: 400.00

APPLICATION IS:

☐ New License
☒ Renewal

Applicant Name: ~~Jeremy Greenberg~~ MARIA G. SALAMANCA

Business Name: Rojas Greenberg, Inc.

Business Address: 126 S Main St

Mailing Address: PO Box 963 Hailey ID 83333

Business Phone: 208-578-1293

Property Owner (if different from applicant): _____

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 Alcohol License (copy attached) and the Blaine County Alcohol License (copy attached)

MARIA G. SALAMANCA
Applicant Signature

6/28/2023
Date

Subscribed and sworn to before me this

29th day of June, 2023

Michael Johnson
City Clerk or Designee

OFFICIAL USE ONLY	
State License No.	24225
County License No.	23
City License No.	1611
Date Approved by Council	
Chief of Police Approval	

Idaho State Police

Cycle Tracking Number: 143264

Premises Number: 5B-24225 **Retail Alcohol Beverage License**

License Year: 2024

License Number: 24225

This is to certify, that Rojas Greenberg Inc

doing business as: Shorty's Diner

is licensed to sell alcoholic beverages as stated below at:

126 South Main Street, 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>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</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: \$150.00



Director of Idaho State Police


Signature of Licensee, Corporate Officer, LLC Member or Partner

ROJAS GREENBERG INC
SHORTY'S DINER
BOX 963

HAILEY, ID 83333

Mailing Address

License Valid: 08/01/2023 - 07/31/2024

Expires: 07/31/2024



2024

BLAINE COUNTY
STATE OF IDAHO

No. 23

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT ROJAS GREENBERG INC
doing business as SHORTY'S DINER
at 126 SOUTH MAIN ST. 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.

Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	75.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor- 23	0.00
Retail Wine	0.00
Wine by the Drink	100.00
Special Wine (Sunday)	0.00

TOTAL FEE: 175.00

S. McDonald
Clerk of the Board of County Commissioners

MARIA G. SALAMANCA
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2023
and EXPIRES 07/31/2024.

Witness my hand and seal this 27th day of June, 2023.

Murray Davis
Chairman

Angus McIlwain
Commissioner

Lindsay Molineaux
Commissioner



**South Central
Public Health District**

Prevent. Promote. Protect.

Permit

EST.#: 000999

ROJAS GREENBERG, INC
PO BOX 963
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: **ROJAS GREENBERG, INC**

For the operations of a: **FULL SERVICE ESTABLISHMENT**

d.b.a **SHORTYS**

**126 S MAIN ST
HAILEY IDAHO 83333**

DATE ISSUED

01/01/2023

DATE EXPIRES

12/31/2023

Josh Jensen. Health Official

Serving Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls County

CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

BUSINESS LICENSE RENEWAL APPLICATION

Hailey Ice
PO Box 4616
Hailey ID 83333

Date: 05/15/2023

It is time to renew your business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 08/04/2023. Please feel free to call Jessie Parker 788-9815 ext. 3 with any questions.

Payments received after 08/04/2023 are subject to a \$10.00 fee.

If you are no longer doing business in the City of Hailey, please check the box below, sign and return this application so that we can update our records. Thank you.

Business Name: Hailey Ice Inc.

Acct #: 532

Doing Business As: Hailey Ice

Business Address: 771 Main Street South

Business Phone: 720-3086

Mailing Address: PO Box 4616 Hailey ID 83333

Business Email: sbenson@haileyice.org

Business Fax:

Website Address: www.haileyice.org

State ID:

Federal ID:

Business Origination Date: 11/13/2015

Owner Name: Hailey Ice Inc.

Manager Name: Sarah Benson

Owner Phone:

Manager Phone: 720-3086

Emergency Contact Name: Ron Fairfax

Emergency Contact Phone: 788-3169/8-0048

*******If this is a food service business, a copy of the Idaho South Central Health District permit must be attached.**

*******If this is a DayCare business, a copy of the Idaho State DayCare License must be attached along with a list of all employees and their Driver's License Numbers and Dates of Birth.**

License Fees:

Business

\$ 50.00 + \$400.00 Alcohol Renewal

Total Amount Due:

\$ 450.00

Under penalty of license denial or revocation or other penalties provided by law, I hereby attest to the truthfulness, completion and accuracy of all information provided in this application.

Signature: 

Date: 6 29 23

☐ Please check box if no longer doing business in the City of Hailey.



ALCOHOL BEVERAGE LICENSE

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

APPLICATION IS:

☐ New License
☒ Renewal

Total Amount Due: 400.00

Applicant Name: Hailey Ice Inc.

Business Name: Hailey Ice Inc.

Business Address: 771 Main Street South

Mailing Address: PO Box 4616 Hailey ID 83333

Business Phone: 720-3086

Property Owner (if different from applicant): _____

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 Alcohol License (copy attached) and the Blaine County Alcohol License (copy attached)

[Signature]
Applicant Signature

6 29 23
Date

Subscribed and sworn to before me this

30 day of June, 2023

[Signature]
City Clerk or Designee

OFFICIAL USE ONLY

State License No. 20551

County License No. 34

City License No. 532

Date Approved by Council _____

Chief of Police Approval [Signature]

Idaho State Police

Cycle Tracking Number: 143269

Premises Number: 5B-20551 **Retail Alcohol Beverage License**

License Year: 2024

License Number: 20551

This is to certify, that Hailey Ice Inc
doing business as: Hailey Ice Park

is licensed to sell alcoholic beverages as stated below at:
771 Main St S, 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>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</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: \$150.00



Signature of Licensee, Corporate Officer, LLC Member or Partner

HAILEY ICE INC
HAILEY ICE PARK
PO BOX 4616

HAILEY, ID 83333

Mailing Address

License Valid: 08/01/2023 - 07/31/2024

Expires: 07/31/2024



Director of Idaho State Police



2024

BLAINE COUNTY
STATE OF IDAHO

No. 34

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT HAILEY ICE INC
doing business as HAILEY ICE PARK
at 771 MAIN ST S. 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.

Draft and Bottled or Canned Beer	100.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor- 34	0.00
Retail Wine	0.00
Wine by the Drink	100.00
Special Wine (Sunday)	0.00

TOTAL FEE: 200.00

S. McDonald
Clerk of the Board of County Commissioners

[Signature]
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2023 and EXPIRES 07/31/2024.

Witness my hand and seal this 27th day of June, 2023.

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner



**South Central
Public Health District**

Prevent. Promote. Protect.

Permit

EST.#: 6098

SARAH BENSON
PO BOX 4616
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 SARAH BENSON

For the operation of a FUEL SERVICE ESTABLISHMENT

d/b/a GEORGES CAFE AT THE ICE HOUSE

791 S MAIN ST
HAILEY IDAHO 83333

DATE ISSUED

01/01/2023

DATE EXPIRES

12/31/2023

Josh Jensen, Health Official

Serving Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin
Fall County

CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

BUSINESS LICENSE RENEWAL APPLICATION

VALLEY CAR WASH
P.O. BOX 6727
KETCHUM ID 83340

Date: 05/15/2023

It is time to renew your business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 08/04/2023. Please feel free to call Jessie Parker 788-9815 ext. 3 with any questions.

Payments received after 08/04/2023 are subject to a \$10.00 fee.

If you are no longer doing business in the City of Hailey, please check the box below, sign and return this application so that we can update our records. Thank you.

Business Name: SUN VALLEY CAR WASH II, LLC

Acct #: 1578

Doing Business As: VALLEY CAR WASH

Business Address: 817 SOUTH THIRD AVENUE

Business Phone: 208-720-2860 RENE

Mailing Address: P.O. BOX 6727 KETCHUM ID 83340

Business Email: svcwash@gmail.com

Business Fax:

Website Address:

State ID:

Federal ID:

Business Origination Date: 01/01/0001

Owner Name: LLC SUN VALLEY CAR WASH II

Manager Name: RENE & MATT SMEY

Owner Phone: 208-720-2860 RENE

Manager Phone:

Emergency Contact Name:

Emergency Contact Phone:

*****If this is a food service business, a copy of the Idaho South Central Health District permit must be attached.

*****If this is a DayCare business, a copy of the Idaho State DayCare License must be attached along with a list of all employees and their Driver's License Numbers and Dates of Birth.

License Fees:

Alcohol

\$ 250.00 + Business License \$ 50.00

Total Amount Due:

\$ 300.00

Under penalty of license denial or revocation or other penalties provided by law, I hereby attest to the truthfulness, completion and accuracy of all information provided in this application.

Signature: _____

Date: 06/12/2023

☐ Please check box if no longer doing business in the City of Hailey.

Matthew Smey cell. 485.298.7656



ALCOHOL BEVERAGE LICENSE

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input checked="" type="checkbox"/>	_____

Total Amount Due: 250.00

APPLICATION IS:

☐ New License
☒ Renewal

Applicant Name: LLC SUN VALLEY CAR WASH II

Business Name: SUN VALLEY CAR WASH II, LLC

Business Address: 817 SOUTH THIRD AVENUE

Mailing Address: P.O. BOX 6727 KETCHUM ID 83340

Business Phone: 208-720-2860 RENE

Property Owner (if different from applicant): _____

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 Alcohol License (copy attached) and the Blaine County Alcohol License (copy attached)

[Signature]
Applicant Signature

06/26/2023
Date

Subscribed and sworn to before me this

27th day of June, 2023.

[Signature]
City Clerk or Designee

OFFICIAL USE ONLY	
State License No.	<u>3719</u>
County License No.	<u>8</u>
City License No.	<u>1578</u>
Date Approved by Council	_____
Chief of Police Approval	<u>[Signature]</u>

Idaho State Police

Cycle Tracking Number: 143065

Premises Number: 5B-112

Retail Alcohol Beverage License

License Year: 2024

License Number: 3719

This is to certify, that Sun Valley Car Wash II LLC

doing business as: Valley Car Wash

is licensed to sell alcoholic beverages as stated below at:

817 3d Ave S, 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.

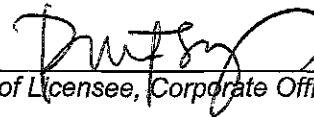
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$150.00



Director of Idaho State Police



Signature of Licensee, Corporate Officer, LLC Member or Partner

SUN VALLEY CAR WASH II LLC
VALLEY CAR WASH
PO BOX 6727

KETCHUM, ID 83340

Mailing Address

License Valid: 08/01/2023 - 07/31/2024

Expires: 07/31/2024



2024

BLAINE COUNTY
STATE OF IDAHO

No. 8

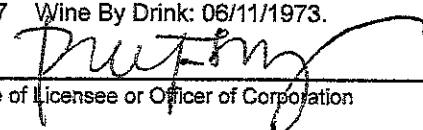
RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT SUN VALLEY CAR WASH II LLC
doing business as VALLEY CAR WASH
at 817 3RD AVE S. HAILEY, ID 83333
a(n) LLC, 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.

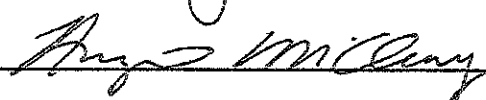
Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to be consumed on premises	25.00
Retail Liquor- 8	0.00
Retail Wine	100.00
Wine by the Drink	0.00
Special Wine (Sunday)	0.00

TOTAL FEE: 125.00

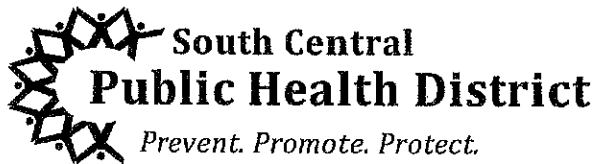

S. McDougall
Clerk of the Board of County Commissioners
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2023
and EXPIRES 07/31/2024.

Witness my hand and seal this 20th day of June, 2023.


Chairman
Commissioner
Commissioner

to archiving and review by persons other than the intended recipient.



Permit

EST.#: 8333

MATTHEW SMEY
PO BOX 6727
KETCHUM ID 83340
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: **MATTHEW SMEY**

For the operations of a: **SUPERMARKET / CONVENIENCE**

d.b.a **VALLEY CAR WASH**
817 S 3RD ST
HAILEY IDAHO 83333

DATE ISSUED

01/01/2023

DATE EXPIRES

12/31/2023

A handwritten signature in black ink, appearing to read "Josh Jensen", is positioned above a horizontal line.

Josh Jensen. Health Official

Serving Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls County

CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

BUSINESS LICENSE RENEWAL APPLICATION

A Taste of Thai
106 1/2 N. Main St.
Hailey ID 83333

Date: 05/15/2023

It is time to renew your business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 08/04/2023. Please feel free to call Jessie Parker 788-9815 ext. 3 with any questions.

Payments received after 08/04/2023 are subject to a \$10.00 fee.

If you are no longer doing business in the City of Hailey, please check the box below, sign and return this application so that we can update our records. Thank you.

Business Name: A Taste of Thai

Acct #: 2

Doing Business As: A Taste of Thai

Business Address: 106 Main St. N

Business Phone: 578-2488

Mailing Address: 106 1/2 N. Main St. Hailey ID 83333

Business Email: ninapranee@gmail.com

Business Fax: 578-2489

Website Address:

State ID:

Federal ID:

Business Origination Date: 01/01/0001

Owner Name: Jongsak Sangsriyakul

Owner Phone: 323-578-9724

Emergency Contact Name:

Emergency Contact Phone:

Manager Name: Jongsak Sangsriyakul

Manager Phone: 323-578-9724

Emergency Contact Name:

Emergency Contact Phone:

*****If this is a food service business, a copy of the Idaho South Central Health District permit must be attached.

*****If this is a DayCare business, a copy of the Idaho State DayCare License must be attached along with a list of all employees and their Driver's License Numbers and Dates of Birth.

License Fees:

Business

\$ 50.00 + \$650 Alcohol Renewal

Total Amount Due:

\$ 700.00

Under penalty of license denial or revocation or other penalties provided by law, I hereby attest to the truthfulness, completion and accuracy of all information provided in this application.

Signature: Jongsak Sangsriyakul

Date: 06/27/2023

☐ Please check box if no longer doing business in the City of Hailey.



ALCOHOL BEVERAGE LICENSE

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 Amount Due: 650.00

APPLICATION IS:

☐ New License
☒ Renewal

Applicant Name: ~~Jongkuk Sungsurisakul~~

THANATHAT THABKAEN

Business Name: A Taste of Thai

Business Address: 106 Main St. N

Mailing Address: 106 1/2 N. Main St. Hailey ID 83333

Business Phone: 578-2488

Property Owner (if different from applicant): TH INVESTMENT LLC

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 Alcohol License (copy attached) and the Blaine County Alcohol License (copy attached)


Applicant Signature

06/27/2023
Date

Subscribed and sworn to before me this

5 day of July, 2023.


City Clerk or Designee

OFFICIAL USE ONLY

State License No. 25383
County License No. 38
City License No. 2
Date Approved by Council _____
Chief of Police Approval _____

Idaho State Police

Cycle Tracking Number: 143619

Premises Number: 5B-25383 **Retail Alcohol Beverage License**

License Year: 2024

License Number: 25383

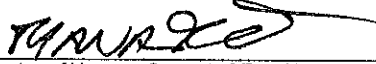
This is to certify, that A Taste of Thai #1 LLC
doing business as: A Taste of Thai #1

is licensed to sell alcoholic beverages as stated below at:
106 1/2 N. Main Street, 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 \$50.00
Wine by the bottle	Yes \$100.00
Wine by the glass	Yes \$100.00
Kegs to go	Yes \$20.00
Growlers	Yes \$0.00
Restaurant	Yes \$0.00
On-premises consumption	Yes \$0.00
Multipurpose arena	No
Plaza	No


Signature of Licensee, Corporate Officer, LLC Member or Partner

A TASTE OF THAI #1 LLC
A TASTE OF THAI #1
106 1/2 N. MAIN STREET

HAILEY, ID 83333

Mailing Address

TOTAL FEE: \$270.00

License Valid: 08/01/2023 - 07/31/2024

Expires: 07/31/2024


Director of Idaho State Police



2024

BLAINE COUNTY
STATE OF IDAHO

No. 38

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT A TASTE OF THAI #1 LLC
 doing business as A TASTE OF THAI #1
 at 106 1/2 N MAIN STREET, HAILEY, ID 83333
 a(n) LLC, 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.

Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	75.00
Bottled or Canned Beer not to be consumed on premises	25.00
Retail Liquor- 38	0.00
Retail Wine	100.00
Wine by the Drink	100.00
Special Wine (Sunday)	0.00

TOTAL FEE: 300.00

[Signature]
 Clerk of the Board of County Commissioners

[Signature]
 Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2023
 and EXPIRES 07/31/2024.

Witness my hand and seal this 6th day of July, 2023.

[Signature]
 Chairman

[Signature]
 Commissioner

[Signature]
 Commissioner



**South Central
Public Health District**

Prevent. Promote. Protect.

Permit

EST.#: 001160

THANATHAT THABKAEN
106 N MAIN ST
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: THANATHAT THABKAEN

For the operations of a: **FULL SERVICE ESTABLISHMENT**

d.b.a **A TASTE OF THAI - HAILEY**

**106 N MAIN ST
HAILEY IDAHO 83333**

DATE ISSUED

01/01/2023

DATE EXPIRES

12/31/2023

Josh Jensen. Health Official

**Serving Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin
Falls County**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 07/10/2023 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on June 6, 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 JUNE 26, 2023
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:34 P.M. by Mayor Martha Burke. Present were Council members Juan Martinez, Heidi Husbands, and Sam Linnet. Staff present included City Attorney Christopher P. Simms, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

Kaz Thea not in attendance

CALL TO ORDER:

[5:34:35 PM](#) call to order

Open Session for Public Concerns: [5:35:05 PM](#) no comments

CONSENT AGENDA:

CA 194	Motion to adopt Resolution 2023-087, authorizing a contract with Bliss Architecture, in the amount not to exceed \$50,000, for Architectural Design Services for the Water Division Office Building. ACTION ITEM.....	1
CA 195	Motion to approve Resolution 2023-088, a resolution approving a Contract for Services with Best Day HR to conduct a Salary compensation Study in an amount not to exceed \$45,000 ACTION ITEM	10
CA 196	Motion to approve Resolution 2023-089, authorizing an indemnification agreement with Blaine County School District for City's use of school property during the July 4, 2023 technical fireworks display ACTION ITEM	24
CA 197	Motion to approve Resolution 2023-090, authorizing the mayor's signature on the Development Agreement related to a Zone Change Application submitted by the Wood River Land Trust, which rezones the parcel from General Residential (GR) and Townsite Overlay (TO) to Transitional (TN) and Townsite Overlay (To), and restricts title to the real property commonly known as 119 N. 2 nd Avenue (Lots 5 and 6, Block 39, Hailey Townsite). ACTION ITEM	32
CA 198	Motion to approve minutes of June 13, 2023 and to suspend reading of them ACTION ITEM	41
CA 199	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	51
CA 200	Motion to approve unaudited Treasurer's report for the month of May 2023 ACTION ITEM	79

Husbands pulls CA 194, for a question.

[5:35:53 PM](#) Martinez moved to approve all consent agenda items minus CA 194, seconded by Husbands. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Martinez, yes.

CA 194 – Husbands seems excessive at \$50,000. Yeager responds to Husbands, building costs expected to be about \$600,000. There is quite a bit of inspections needed. Reason why we chose \$50,000 or less exempts going out for bid. Bliss is familiar with commercial work.

[5:40:50 PM](#) Husbands moves to approve CA 194, Martinez seconds. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Martinez, yes.

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Linnet drops off call.

PROCLAMATIONS AND PRESENTATIONS:

PP 201 Presentation from the Chamber of the Wood River Valley regarding FY 2023 accomplishments and FY 2024 budget (no documents)

Mike McKenna [5:42:07 PM](#) hands out new magazine, Discover Wood River Valley publication. New publisher in southern Idaho, have gone through 50 boxes of this magazine so far. This magazine is paid for with ITC grant, named in finals of best in the country for a few years. We have gone from \$80,000 to \$240,000 in ITC grant over the years. Gravel grinder map is very popular, that the city created. McKenna met with Ketchum today, explained that the Ice Rink is a draw to their cities, and that they need to help contribute to the Chamber. Events are a challenge for the Chamber, 5:50. Will combine with meet the fleet event and chili cookoff at the airport. Looking to drive up off-season markets. Hope we can get restaurants to stay open later, hard to find a place to eat at 8 pm in town. We do have challenges like everyone else, keeping welcome center open is a challenge, \$16/hour is what they have to pay people to keep doors open. [5:52:21 PM](#) 4th of July, hope to have a great turn out. Two new events, 5K, dental legacy foundation sponsoring and Trailhead Bicycles, putting on a block party on the 4th. 3rd new event, Life Church is putting on a kids carnival on their property.

PP 202 Presentation from Mountain Rides regarding FY 2024 budget (no documents)

Next meeting mountain rides, [5:55:07 PM](#)

PUBLIC HEARINGS:

PH 203 Continuation 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 (This item has been withdrawn by the Applicant). (no documents)

[5:55:34 PM](#), Davis no action on this item, applicant has pulled this item for now. Simms, you will see this in a similar form in the future.

NEW BUSINESS:

NB 204 Discussion of potential partnership project with ARCH Community Housing Trust to create a program for residential units targeted at full-time residents with deed restrictions placed on the property.....91

[5:56:25 PM](#) – Horowitz opens this item, proposing a pilot project with ARCH, documents in council packet. Other communities doing similar things are listed in the packet. Horowitz, we

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are looking at partnering with ARCH and 2 townhouses, \$380,000 per unit, enter into a partnership, then permanent deed restriction on that unit. Only be sold to someone who works in Blaine County, not solely on income. Further discussion about a scenario. [6:00:43 PM](#). \$76,000 is a one-time payment by Hailey. Michelle or Simms have anything to add? Simms adds, envision this a broad program, more universally applicable to PUDs, 6:02. We are envisioning this unit as high earners, not at low income earners, adds Simms. Burke comments, it's another tool.

Simms, [6:05:06 PM](#) what makes someone a local, consensus, should be a networth cap of approx. \$500,000, cost of living calculator. Blaine County Housing Authority qualification. Want it to be broad enough to be used. Recognize that this is a trial. Might be easy to field questions right now. Horowitz, another question, can you own other real estate, none in this valley.

Griffith concurs with Horowitz, start broad. Recognize that this is a Hailey city decision. [6:11:04 PM](#).

Husbands, are these 3 or 2 bedroom? 2, 2 bedroom units, consideration in light, hopefully something else would come to the forefront. Husbands, would like to know more before moving forward with this, many variables. Husbands, feels this should be open to everyone. Husbands, need to know where these are, \$380,000 seems too high, do they have garages.

[6:15:24 PM](#) Martinez, visited Driggs and Victor recently, we are in conflict with market rate units. Market has exploded in resort towns, this is an awesome way to put a deed restriction on what would otherwise be market unit. This is a really good find, this speaks loudly to me, added Martinez.

Horowitz [6:17:33 PM](#), talks generally about the market.

Simms, is the generally a good direction? Next step, like the deed restriction, then are you okay with the 20% investment? Different decision points. Is this Hailey residents, Simms, Blaine County employment.

Burke, believes that this might be what Thea was interested in exploring. Not sure if okay when someone works remotely in the valley.

Martinez, great way to fill the gap. Burke, we are on the right track.

NB 205 Consideration of Letters of Interest for the Hailey Housing Committee ACTION ITEM 113

[6:24:53 PM](#) Horowitz, we have received 18 letters of interest for the housing committee, 3 since finishing the packet last week. Had an idea, larger group, and smaller steering committee as a way of making the work flow manageable.

Burke these 5 represent different ages, backgrounds and knowledge, Kristen Bryson, Daryl Fauth, Jordan Fitzgerald, Blanca Romero Green and Brent Householder [6:26:27 PM](#). This is an

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ad hoc committee, it will have a sunset, it will offer the kinds of things we've been discussing, how to provide housing for our area. Horowitz, will develop a work plan, discussing what housing we have, what is coming up, have them study and make recommendations to council.

6:30:08 PM Martinez moves to approve letters of interests for housing committee, Husbards seconds. Motion passed with roll call vote, Husbards, yes. Martinez, yes.

OLD BUSINESS:

OB 206 3rd 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

6:32:33 PM Martinez moves to approve Ordinance No. 1326 read by title only, authorize Mayor to sign, Husbards seconds. Motion passed with roll call vote, Husbards, yes. Martinez, yes.

6:33:14 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1326, by title only.

OB 207 2nd/3rd Reading of Ordinance No. 1327 Amending Title 17, Section 17.05.020 to rezone Lots 5 & 6, Block 39, Hailey Townsite (119 N. 2nd Avenue) from GR to TN (WRLT) ACTION ITEM

Martinez moves to waive 2nd conduct 3rd reading of Ordinance No. 1327 by title only and authorize Mayor to sign, Husbards seconds. Motion passed with roll call vote; Husbards, yes. Martinez, yes.

6:34:37 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1327, by title only.

OB 208 2nd/3rd Reading of Ordinance No. 1328 Amending Title 16, Section 16.03.020, to allow staff to approve and grant preliminary plat extensions administratively. ACTION ITEM

6:35:38 PM Martinez moves to approve Ordinance No. 1328, waive 2nd reading conduct 3rd reading by title only, authorize mayor to sign, Martinez, seconded by Husbards. Husbards, Martinez.

6:35:52 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1328, by title only.

STAFF REPORTS:

6:36:45 PM – Lyn Drewien discusses the Town Center West usage report. Thank you for letting the Library manage this building.

6:38:26 PM Mayor Burke reads Arbor Day Proclamation, have been a Tree City for 15 or 16 years. Celebrated Arbor Day today, planted a tree at Kiwanis Park.

6:41:23 PM Yeager, Linda Reiss has been a long-term driven volunteer and deserves special recognition. Burke concurs.

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[6:42:17 PM](#) , have had an uptick on nuisance of properties, not a crime to be a bad neighbor, you received a letter from a citizen in China Gardens we are working with these such complaints to get the situation under control. There are other such properties in the city that we are dealing with. We have been inundated with traffic concerns since school has let out, main street and river street and other parts of town. As well as complaints on mufflers and ATVs. July 4th, will be all hands-on deck with Police department, bike patrol will be out that day and on River Street for parade participants.

[6:46:19 PM](#) – Yeager, River Street striping mostly complete, trying to do outreach. Have flyers that will be placed on people’s cars along River Street. We are on final push for 4th of July. Main street ITD chip seal project set to start on July 10th. Chip seal rock has not been ordered yet, so this date could change. Idaho Materials and Construction on south side of Croy Street.

[6:48:29 PM](#) – Horowitz all hands-on deck to get the city ready for 4th of July.

Yeager, shout out to Clearwater Landscaping, are doing all main street work and helping with flower project. Davis, it has been great to work with Clearwater.

Davis, [6:49:27 PM](#), Main Street utility boxes are wrapped with art, and look great, wish we had more to do.

[6:50:22 PM](#) **Husbands moves to adjourn, Martinez seconds, motion passed unanimously.**

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AGENDA ITEM SUMMARY

DATE: 07/10/2023 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of 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 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
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-				
972 COX COMMUNICATIONS											
06/17/2	1	0012401 038676401 WASTEWATER	Invoice	06/17/2023	06/28/2023	78.99	78.99	210-70-41713		623	1
06/17/2	2	001 2401 038676401 WATER	Invoice	06/17/2023	06/28/2023	79.00	79.00	200-60-41713		623	1
Total 972 COX COMMUNICATIONS:						157.99	157.99				
22433 IDAHO POWER											
06/28/2	1	IP 2204414540 Streets	Invoice	06/28/2023	06/28/2023	162.37	162.37	100-40-41717		623	1
06/28/2	2	IP 2204935643 - ST 1811 Merlin Loop	Invoice	06/28/2023	06/28/2023	545.89	545.89	100-40-41717		623	1
06/28/2	3	IP 2204935643 - 617 3rd Ave S	Invoice	06/28/2023	06/28/2023	224.81	224.81	100-55-41717		623	1
06/28/2	4	IP 2204935643 - 116 River St.	Invoice	06/28/2023	06/28/2023	91.19	91.19	100-50-41718		623	1
06/28/2	5	ip 2204935643 - 7 Croy St.	Invoice	06/28/2023	06/28/2023	543.47	543.47	100-45-41717		623	1
06/28/2	6	IP 2204935643 - 115 Main St 2nd Floor	Invoice	06/28/2023	06/28/2023	195.00	195.00	100-42-41717		623	1
06/28/2	7	IP 2204935643 - 115 Main St 2nd Floor	Invoice	06/28/2023	06/28/2023	195.00	195.00	200-42-41717		623	1
06/28/2	8	IP 2204935643 - 115 Main St 2nd Floor	Invoice	06/28/2023	06/28/2023	194.99	194.99	210-42-41717		623	1
06/28/2	9	IP 2204637769 WW	Invoice	06/28/2023	06/28/2023	14,412.25	14,412.25	210-70-41717		623	1
06/28/2	10	IP 2207893211 - 708 S Main Blaine Manor	Invoice	06/28/2023	06/28/2023	5.31	5.31	100-40-41715		623	1
06/28/2	11	IP2207611134 Street - 89 Croy Rd	Invoice	06/28/2023	06/28/2023	5.16	5.16	100-40-41715		623	1
06/28/2	12	IP2220558908 - PARKS HEAGLE PARK	Invoice	06/28/2023	06/28/2023	5.31	5.31	100-40-41717		623	1
06/28/2	13	IP 2226639884 - Parks - Arboratum	Invoice	06/28/2023	06/28/2023	5.31	5.31	100-50-41717		623	1
Total 22433 IDAHO POWER:						16,586.06	16,586.06				
50352 IDAHO TRANSPORTATION DEPT											
VIN#87	1	2023 Ford F-150 VIN# XXX-8778	Invoice	06/29/2023	06/29/2023	23.00	23.00	210-70-41415		623	1
VIN#87	2	2023 Ford F-150 VIN# XXX-1344	Invoice	06/29/2023	06/29/2023	23.00	23.00	200-60-41415		623	1
Total 50352 IDAHO TRANSPORTATION DEPT:						46.00	46.00				
384 INTERMOUNTAIN GAS COMPANY											
06/23/2	1	meter 536199 P/W 33.3%	Invoice	06/23/2023	06/28/2023	1.94	1.94	100-42-41717		623	1
06/23/2	2	meter 536199 P/W 33.3%	Invoice	06/23/2023	06/28/2023	1.94	1.94	200-42-41717		623	1
06/23/2	3	meter 536199 P/W 33.3%	Invoice	06/23/2023	06/28/2023	1.93	1.93	210-42-41717		623	1
06/23/2	4	meter 536199 LIBRARY	Invoice	06/23/2023	06/28/2023	5.81	5.81	100-45-41717		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
06/23/2	5	meter 520352 PW 1241 WAR EAGLE	Invoice	06/23/2023	06/28/2023	9.79	9.79	100-50-41717		623	1
06/23/2	6	meter 223166 4297 Glenbrook Shop	Invoice	06/23/2023	06/28/2023	47.38	47.38	210-70-41717		623	1
06/23/2	7	Meter 629802, HPD 311 E Cedar	Invoice	06/23/2023	06/28/2023	125.33	125.33	100-25-41717		623	1
06/23/2	8	meter 517964 Woodside Treatment Plant	Invoice	06/23/2023	06/28/2023	18.95	18.95	210-70-41717		623	1
06/23/2	9	meter 223157 4297 Glenbrook A	Invoice	06/23/2023	06/28/2023	54.72	54.72	210-70-41717		623	1
06/23/2	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	06/23/2023	06/28/2023	184.01	184.01	210-70-41717		623	1
06/23/2	11	meter 475252 WW Treatment Plant	Invoice	06/23/2023	06/28/2023	152.84	152.84	210-70-41717		623	1
06/23/2	12	meter 629797 STREET 1811 Merlin LP	Invoice	06/23/2023	06/28/2023	58.39	58.39	100-40-41717		623	1
06/23/2	13	meter 518056 AD 116 S. River St	Invoice	06/23/2023	06/28/2023	47.38	47.38	100-50-41718		623	1
06/23/2	14	meter 475481 HFD 617 S 3rd Ave	Invoice	06/23/2023	06/28/2023	19.88	19.88	100-55-41717		623	1
Total 384 INTERMOUNTAIN GAS COMPANY:						730.29	730.29				
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-				
50542 MILLER, KAMI											
CR RE	1	CREDIT REFUND: 841 HEARTLAND WAY	Invoice	02/27/2023	03/13/2023	79.80	79.80	100-00-15110		323	1
CR RE		Chk No: 55217 (1)	Calculated	03/13/2023			79.80-	1000020301		323	1
CR RE		Chk No: 55217 (1)	Calculated	06/28/2023			79.80	1000020301		323	1
Total 50542 MILLER, KAMI:						79.80	79.80				
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-				
Total :						16,970.64	16,970.64				
Current period checks for future period invoices.											
176 ALLINGTON, RICK											
193		Chk No: 55942 (1)	Calculated	06/26/2023			4,219.67-	1000020301		723	1
Total 176 ALLINGTON, RICK:						.00	4,219.67-				
Total Current period checks for future period invoices.:						.00	4,219.67-				

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
Grand Totals:						<u>16,970.64</u>	<u>12,750.97</u>				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	79.80	.00	79.80
1000020301	79.80	4,299.47-	4,219.67-
100-25-41717	125.33	.00	125.33
100-40-41405	.00	629.50-	629.50-
100-40-41715	10.47	.00	10.47
100-40-41717	771.96	.00	771.96
100-42-41717	196.94	.00	196.94
100-45-41717	549.28	.00	549.28
100-50-41717	15.10	.00	15.10
100-50-41718	138.57	.00	138.57
100-55-41717	244.69	.00	244.69
200-42-41717	196.94	.00	196.94
200-60-41415	23.00	.00	23.00
200-60-41713	79.00	.00	79.00
210-42-41717	196.92	.00	196.92
210-70-41415	23.00	.00	23.00
210-70-41713	78.99	.00	78.99
210-70-41717	14,870.15	.00	14,870.15
Grand Totals:	<u>17,679.94</u>	<u>4,928.97-</u>	<u>12,750.97</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-
03/23	79.80	.00	79.80

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
05/23	.00	175.00-	175.00-
06/23	17,600.14	4,299.47-	13,300.67
Grand Totals:	17,679.94	4,928.97-	12,750.97

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AGENDA ITEM SUMMARY

DATE 07/10/2023

DEPARTMENT: Finance & Records

DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of June 2023 that are set to be paid by contract for July 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
06/29/2023	CDPT		0	AFLAC	1	-364.59
06/29/2023	CDPT		0	DELTA DENTAL PLAN OF I	2	-861.71
06/29/2023	CDPT		0	REGENCE BLUE SHIELD	3	-4,198.99
06/29/2023	CDPT		0	NCPERS GROUP LIFE INS	6	-120.00
06/29/2023	CDPT	06/30/2023	70704	PERSI	7	-40,271.53
06/29/2023	CDPT	06/30/2023	70702	MOUNTAIN WEST BANK	8	-42,937.26
06/29/2023	CDPT		0	IDAHO STATE TAX COMMI	9	-5,593.00
06/29/2023	CDPT	06/30/2023	70701	A.W. REHN & ASSOCIATE	21	-1,236.49
06/29/2023	CDPT		0	VSP	26	-125.28
06/29/2023	CDPT	06/30/2023	70703	Nationwide 457/Roth	34	-1,629.95
06/29/2023	CDPT	06/30/2023	53975	CHILD SUPPORT RECEIP	36	-493.94
06/29/2023	PC	07/06/2023	70623	CARRILLO-SALAS, DALIA	8209	-1,417.82
06/29/2023	PC	07/06/2023	70624	CONE, MARY M HILL	8009	-1,629.88
06/29/2023	PC	07/06/2023	70625	HOROWITZ, LISA	8049	-2,710.68
06/29/2023	PC	07/06/2023	70626	POMERLEAU, JENNIFER	8207	-1,369.94
06/29/2023	PC	07/06/2023	70627	STOKES, BECKY	8013	-2,300.40
06/29/2023	PC	07/06/2023	70628	TRAN, TUYEN	8205	-1,248.07
06/29/2023	PC	07/06/2023	70629	DAVIS, ROBYN K	8060	-1,779.99
06/29/2023	PC	07/06/2023	70630	JOHNSON, MICHELE	8110	-628.57
06/29/2023	PC	07/06/2023	70631	OSBORN, CECELIA M	8221	-1,847.52
06/29/2023	PC	07/06/2023	70632	PARKER, JESSICA L	8111	-1,713.10
06/29/2023	PC	07/06/2023	70633	RODRIGUE, EMILY THERE	8115	-1,126.88
06/29/2023	PC	07/06/2023	70634	BALEDGE, MICHAEL S	9054	-2,447.46
06/29/2023	PC	07/06/2023	70635	BOATMAN, MICHAEL L	9006	-180.08
06/29/2023	PC	07/06/2023	70636	DITMORE, KEVIN D	9145	-1,784.87
06/29/2023	PC	07/06/2023	70637	ERVIN, CHRISTIAN C	8185	-1,966.68
06/29/2023	PC	07/06/2023	70638	GRANT, DARYL ERNEST	9126	-2,731.71
06/29/2023	PC	07/06/2023	70639	HAIRSTON, KEITH GUY	9025	-854.89
06/29/2023	PC	07/06/2023	70640	HERNANDEZ, ADAN	9027	-2,753.63
06/29/2023	PC	07/06/2023	70641	HOOVER, JAMES THOMA	9047	-1,911.15
06/29/2023	PC	07/06/2023	70642	STOCKING, WINDI G	9023	-226.82
06/29/2023	PC	07/06/2023	70643	THAXTON, CAREY	9125	-2,699.06
06/29/2023	PC	07/06/2023	70644	BURKE, MARTHA E	8074	-1,907.12
06/29/2023	PC	07/06/2023	70645	HUSBANDS, HEIDI	8302	-251.90
06/29/2023	PC	07/06/2023	70646	LINNET, SAMUEL L	8300	-806.16
06/29/2023	PC	07/06/2023	70647	MARTINEZ, JUAN F	8301	-802.81
06/29/2023	PC	07/06/2023	70648	THEA, KAREN J	8106	-751.90
06/29/2023	PC	07/06/2023	70649	CROTTY, JOSHUA M	8283	-1,339.65
06/29/2023	PC	07/06/2023	70650	DABNEY, LEE A DONAHUE	1008078	-1,058.45
06/29/2023	PC	07/06/2023	70651	DeKLOTZ, ELISE	8200	-728.55
06/29/2023	PC	07/06/2023	70652	DREWIEN, LYNETTE M	1008271	-587.96
06/29/2023	PC	07/06/2023	70653	FLETCHER, KRISTIN M	8122	-1,441.88
06/29/2023	PC	07/06/2023	70654	FORBIS, MICHAL J	8114	-1,325.12
06/29/2023	PC	07/06/2023	70655	GALVIN, EMILIE AURORA	8294	-96.04
06/29/2023	PC	07/06/2023	70656	HARDING, CHARLOTTE E	8293	-509.78
06/29/2023	PC	07/06/2023	70657	PRIMROSE, LAURA A	8102	-1,225.32
06/29/2023	PC	07/06/2023	70658	STROPE, DENON MICHAEL	8101	-853.56
06/29/2023	PC	07/06/2023	70659	YTURRI, ERIN	8123	-618.46
06/29/2023	PC	07/06/2023	70660	CRICK, EVERETT LEE	8552	-1,412.78
06/29/2023	PC	07/06/2023	70661	SAVAGE, JAMES L	8204	-2,288.96
06/29/2023	PC	07/06/2023	70662	THORNQUEST, SHELLIE	8550	-382.63
06/29/2023	PC	07/06/2023	70663	BALLIS, MORGAN RICHARD	8213	-1,921.20
06/29/2023	PC	07/06/2023	70664	CERVANTES, GUSTAVO A	8215	-1,884.55
06/29/2023	PC	07/06/2023	70665	COX, CHARLES F	8161	-2,676.09

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
06/29/2023	PC	07/06/2023	70666	ENGLAND, STEVE J	8143	-2,856.14
06/29/2023	PC	07/06/2023	70667	JONES, KYLIE MELETIA	8155	-1,940.40
06/29/2023	PC	07/06/2023	70668	LEOS, CHRISTINA M	8012	-1,952.22
06/29/2023	PC	07/06/2023	70669	LINDERMAN, JEREMIAH C	8163	-1,817.54
06/29/2023	PC	07/06/2023	70670	LUNA, JOSE	8145	-2,119.53
06/29/2023	PC	07/06/2023	70671	OWENS, ERIC ODELL	8119	-1,734.12
06/29/2023	PC	07/06/2023	70672	PECK, TODD D	8167	-3,015.22
06/29/2023	PC	07/06/2023	70673	RAGUSA, TIMOTHY BRUC	1008190	-1,861.64
06/29/2023	PC	07/06/2023	70674	WALLACE, SHAWNA R	8108	-2,069.91
06/29/2023	PC	07/06/2023	70675	WELLS, PRESTON DANIE	8150	-1,653.22
06/29/2023	PC	07/06/2023	70676	WRIGLEY, GAVIN	8152	-2,358.72
06/29/2023	PC	07/06/2023	70677	ARELLANO, NANCY	8005	-1,419.35
06/29/2023	PC	07/06/2023	70678	MARES, MARIA C	8251	-1,290.02
06/29/2023	PC	07/06/2023	70679	WILLIAMS, EMILY ANNE	8023	-1,891.87
06/29/2023	PC	07/06/2023	70680	YEAGER, BRIAN D	8107	-2,321.91
06/29/2023	PC	07/06/2023	70681	AITKEN, TORIN ANDREW	8177	-1,138.83
06/29/2023	PC	07/06/2023	70682	CABRITO, CARLOS MANU	8176	-1,369.65
06/29/2023	PC	07/06/2023	70683	DOMKE, RODNEY F	8097	-1,776.71
06/29/2023	PC	07/06/2023	70684	JOHNSTON, JAIMEY P	8243	-2,102.11
06/29/2023	PC	07/06/2023	70685	NEUMANN, DANIEL L	8173	-1,134.03
06/29/2023	PC	07/06/2023	70686	SCHWARZ, STEPHEN K	8226	-2,496.86
06/29/2023	PC	07/06/2023	70687	WEST III, KINGSTON R	8234	-1,962.38
06/29/2023	PC	07/06/2023	70688	AMBRIZ, JOSE L	7023	-2,179.18
06/29/2023	PC	07/06/2023	70689	ELLSWORTH, BRYSON D	8285	-2,273.94
06/29/2023	PC	07/06/2023	70690	HOLYOAK, STEVEN R	8036	-1,971.42
06/29/2023	PC	07/06/2023	70691	RACE, MICHAEL DENNIS	8070	-881.74
06/29/2023	PC	07/06/2023	70692	SCHMIDT, ROBERT FRED	8071	-1,430.41
06/29/2023	PC	07/06/2023	70693	SHOTSWELL, DAVE O	7044	-1,894.36
06/29/2023	PC	07/06/2023	70694	VAUGHN, TYREL KINCADE	7050	-1,422.42
06/29/2023	PC	07/06/2023	70695	BALDWIN, MERRITT JAME	8286	-1,756.65
06/29/2023	PC	07/06/2023	70696	BALIS, MARVIN C	8225	-2,011.87
06/29/2023	PC	07/06/2023	70697	GARRISON, SHANE	1008048	-1,582.13
06/29/2023	PC	07/06/2023	70698	HOLTZEN, KURTIS L	8072	-2,060.34
06/29/2023	PC	07/06/2023	70699	PETERSON, TRAVIS T	8121	-1,293.85
06/29/2023	PC	07/06/2023	70700	VINCENT, BRIAN A	1008071	-1,731.76
Grand Totals:						-222,805.26

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											
391926	1	# 3919269 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	80.71	80.71	100-15-41713		723	1
391926	2	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	80.71	80.71	200-15-41713		723	1
391926	3	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	80.71	80.71	210-15-41713		723	1
391926	4	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	121.06	121.06	100-20-41713		723	1
391926	5	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	20.19	20.19	100-42-41713		723	1
391926	6	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	20.19	20.19	200-42-41713		723	1
391926	7	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	20.18	20.18	210-42-41713		723	1
391926	8	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	242.12	242.12	210-70-41713		723	1
391926	9	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	121.06	121.06	200-60-41713		723	1
391926	10	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	121.06	121.06	100-55-41713		723	1
391926	11	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	363.18	363.18	100-45-41713		723	1
391926	12	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	30.26	30.26	100-50-41713		723	1
391926	13	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	272.16	272.16	100-25-41713		723	1
391926	14	# 3838009 Phone service fees for July 2023, usage f	Invoice	07/01/2023	07/10/2023	90.97	90.97	100-40-41713		723	1
Total 4683 8X8 INC:						1,664.56	1,664.56				
5601 AC HOUSTON LUMBER COMPANY											
2306-5	1	Acct 11000179 Library ESSER SS Grant - fence mate	Invoice	06/21/2023	07/10/2023	758.64	758.64	100-45-41549	23.45.0001.1	723	1
Total 5601 AC HOUSTON LUMBER COMPANY:						758.64	758.64				
1913 AMAZON CAPITAL SERVICES											
17HX-X	1	BIKER SHORTS FOR THE 4TH OF JULY BIKE PAT	Invoice	06/23/2023	07/10/2023	83.98	83.98	100-25-41703		723	1
1CRT-	1	Library youth book purchases	Invoice	06/22/2023	07/10/2023	11.99	11.99	100-45-41535		723	1
1CRT-	2	Library MSD book processing supplies	Invoice	06/22/2023	07/10/2023	20.98	20.98	100-45-41215		723	1
1PVY-Y	1	IPVY-YJHP-Q7WF PAPER PLATES SET, FORKS, E	Invoice	07/01/2023	07/10/2023	49.50	49.50	100-15-41215		723	1
1PVY-Y	2	IPVY-YJHP-Q7WF PAPER PLATES SET, FORKS, E	Invoice	07/01/2023	07/10/2023	49.50	49.50	200-15-41215		723	1
1PVY-Y	3	IPVY-YJHP-Q7WF PAPER PLATES SET, FORKS, E	Invoice	07/01/2023	07/10/2023	49.51	49.51	210-15-41215		723	1
Total 1913 AMAZON CAPITAL SERVICES:						265.46	265.46				
5727 AMERICAN VAC SERVICES LLC											
1757	1	1757 CULVERT CLEANOUT	Invoice	06/02/2023	07/10/2023	763.75	763.75	100-40-41403		723	1
1762	1	1762 CROY & MAIN STREET	Invoice	06/10/2023	07/10/2023	4,000.00	4,000.00	100-40-41403		723	1
Total 5727 AMERICAN VAC SERVICES LLC:						4,763.75	4,763.75				

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
5688 APOLLO CONSTRUCTION LLC											
22-189	1	22-189 SNOW REMOVAL SERVICES	Invoice	02/01/2023	07/10/2023	6,032.50	6,032.50	100-40-41771		723	1
22-278	1	22-278 SNOW REMOVAL SERVICES	Invoice	06/08/2023	07/10/2023	1,900.00	1,900.00	100-40-41771		723	1
Total 5688 APOLLO CONSTRUCTION LLC:						7,932.50	7,932.50				
6537 ARMENTA GOMEZ, VICTORIA											
3	1	ESSER SS Intern invoice 3	Invoice	07/03/2023	07/10/2023	760.00	760.00	100-45-41549	23.45.0001.1	723	1
Total 6537 ARMENTA GOMEZ, VICTORIA:						760.00	760.00				
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-				
389 ASSOCIATION OF IDAHO CITIES											
200010	1	20010460 - 2023 AIC Registration Fee - Horowitz	Invoice	06/27/2023	07/10/2023	78.34	78.34	100-15-41723		723	1
200010	2	20010460 - 2023 AIC Registration Fee - Horowitz	Invoice	06/27/2023	07/10/2023	78.33	78.33	200-15-41723		723	1
200010	3	20010460 - 2023 AIC Registration Fee - Horowitz	Invoice	06/27/2023	07/10/2023	78.33	78.33	210-15-41723		723	1
Total 389 ASSOCIATION OF IDAHO CITIES:						235.00	235.00				
6917 AT&T MOBILITY LLC											
287309	1	287309821298 - WATER	Invoice	06/23/2023	07/10/2023	344.32	344.32	200-60-41713		723	1
Total 6917 AT&T MOBILITY LLC:						344.32	344.32				
375 ATKINSON'S MARKET											
086820	1	Library Teen Book Club July 9	Invoice	06/25/2023	07/10/2023	21.90	21.90	100-45-41326		723	1
Total 375 ATKINSON'S MARKET:						21.90	21.90				
2311 BANYAN TECHNOLOGY INC.											
21026	1	#21026 PLC PROGRAMMING FOR CALL OUT AT W	Invoice	06/15/2023	07/10/2023	250.00	250.00	200-60-41401		723	1
Total 2311 BANYAN TECHNOLOGY INC. :						250.00	250.00				
5143 BLAINE COUNTY DISPATCH											
FY 23 4	1	4th Quarter payment FY 2023 Fire	Invoice	07/05/2023	07/10/2023	9,268.69	9,268.69	100-55-41741		723	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
FY 23 4	2	4th Quarter payment FY 2023 Police	Invoice	07/05/2023	07/10/2023	27,806.03	27,806.03	100-25-41741		723	1
Total 5143 BLAINE COUNTY DISPATCH:						37,074.72	37,074.72				
50380 BOULDER MOUNTAIN HEATING											
15800	1	Inv 15800 Library restroom remode	Invoice	06/16/2023	07/10/2023	1,115.00	1,115.00	210-42-41413	23.45.0004.1	723	1
Total 50380 BOULDER MOUNTAIN HEATING:						1,115.00	1,115.00				
629 BURKS TRACTOR											
WO571	1	WO57111 #5002 KUBOTA	Invoice	06/05/2023	07/10/2023	5,347.62	5,347.62	100-40-41405		723	1
Total 629 BURKS TRACTOR:						5,347.62	5,347.62				
6056 CENTURY LINK											
06/22/2	1	9814 260B	Invoice	06/22/2023	07/10/2023	101.31	101.31	100-15-41713		723	1
06/22/2	2	9814 260B	Invoice	06/22/2023	07/10/2023	101.31	101.31	200-15-41713		723	1
06/22/2	3	9814 260B	Invoice	06/22/2023	07/10/2023	101.31	101.31	210-15-41713		723	1
06/22/2	4	9814 260B	Invoice	06/22/2023	07/10/2023	101.31	101.31	100-25-41713		723	1
06/22/2	5	9814 260B	Invoice	06/22/2023	07/10/2023	101.31	101.31	100-20-41713		723	1
06/22/2	6	9814 260B- 33.33%	Invoice	06/22/2023	07/10/2023	33.77	33.77	100-42-41713		723	1
06/22/2	7	9814 260B- 33.33%	Invoice	06/22/2023	07/10/2023	33.77	33.77	200-42-41713		723	1
06/22/2	8	9814 260B- 33.33%	Invoice	06/22/2023	07/10/2023	33.77	33.77	210-42-41713		723	1
06/22/2	9	2211-125b treatment plant	Invoice	06/22/2023	07/10/2023	71.22	71.22	210-70-41713		723	1
06/22/2	10	2211-125B Water Dept	Invoice	06/22/2023	07/10/2023	71.22	71.22	200-60-41713		723	1
06/22/2	11	3147 220B HFD	Invoice	06/22/2023	07/10/2023	82.03	82.03	100-55-41713		723	1
06/22/2	12	6566 569B Police Dept	Invoice	06/22/2023	07/10/2023	71.22	71.22	100-25-41713		723	1
06/22/2	13	5965-737B STREET SHOP	Invoice	06/22/2023	07/10/2023	78.63	78.63	100-40-41713		723	1
Total 6056 CENTURY LINK:						982.18	982.18				
5702 CINTAS											
516383	1	5163833188 FIRST AID SUPPLIES	Invoice	06/22/2023	07/10/2023	247.02	247.02	100-40-41215		723	1
Total 5702 CINTAS:						247.02	247.02				
644 CITY OF HAILEY PETTY CASH											
702103	1	EVIDENCE SENT TO ISP LAB	Invoice	06/26/2023	07/10/2023	6.37	6.37	100-25-41213		723	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:						6.37	6.37				
670 CITY OF HAILEY W&S DEPT											
JUNE 2	1	CITY OF HAILEY - STREET SHOP	Invoice	06/01/2023	07/10/2023	1,497.42	1,497.42	100-40-41717		723	1
JUNE 2	2	CITY OF HAILEY - INTER CENTER	Invoice	06/01/2023	07/10/2023	86.46	86.46	100-10-41717		723	1
JUNE 2	3	CITY OF HAILEY OLD COPY & PRINT	Invoice	06/01/2023	07/10/2023	52.47	52.47	100-15-41717		723	1
JUNE 2	4	CITY OF HAILEY RODEO FROST	Invoice	06/01/2023	07/10/2023	12.09	12.09	100-50-41617		723	1
JUNE 2	5	CITY OF HAILEY RODEO PARK	Invoice	06/01/2023	07/10/2023	91.22	91.22	100-50-41617		723	1
JUNE 2	6	CITY OF HAILEY CITY HALL	Invoice	06/01/2023	07/10/2023	132.67	132.67	100-42-41717		723	1
JUNE 2	7	CITY OF HAILEY CITY HALL	Invoice	06/01/2023	07/10/2023	132.67	132.67	200-42-41717		723	1
JUNE 2	8	CITY OF HAILEY CITY HALL	Invoice	06/01/2023	07/10/2023	132.68	132.68	210-42-41717		723	1
JUNE 2	9	CITY OF HAILEY FIRE DEPARTMENT	Invoice	06/01/2023	07/10/2023	103.98	103.98	100-55-41717		723	1
JUNE 2	10	CITY OF HAILEY TREATMENT PL	Invoice	06/01/2023	07/10/2023	102.80	102.80	200-60-41717		723	1
JUNE 2	11	CITY OF HAILEY TREATMENT PL	Invoice	06/01/2023	07/10/2023	102.80	102.80	210-70-41717		723	1
JUNE 2	12	CITY OF HAILEY POLICE DEPT	Invoice	06/01/2023	07/10/2023	97.54	97.54	100-25-41717		723	1
JUNE 2	13	CITY PARKING LOT- IRRIGATION	Invoice	06/01/2023	07/10/2023	11,682.86	11,682.86	100-50-41717		723	1
Total 670 CITY OF HAILEY W&S DEPT :						14,227.66	14,227.66				
22457 CLEAR CREEK DISPOSAL, INC.											
JUNE 2	1	FRANCHISE FEE - JUNE 2023	Invoice	07/03/2023	07/10/2023	158,000.00	158,000.00	100-00-20515		723	1
Total 22457 CLEAR CREEK DISPOSAL, INC.:						158,000.00	158,000.00				
7000 CLEARWATER LANDSCAPING											
23-064	1	23--064573-Landscaping Main & Croy Library	Invoice	06/28/2023	07/10/2023	1,414.62	1,414.62	100-45-41413		723	1
Total 7000 CLEARWATER LANDSCAPING:						1,414.62	1,414.62				
4948 CONE, MARY											
2023 AI	1	2023 AIC Annual Conf - Per Diem	Invoice	06/26/2023	07/10/2023	37.67	37.67	100-15-41724		723	1
2023 AI	2	2023 AIC Annual Conf - Per Diem	Invoice	06/26/2023	07/10/2023	37.67	37.67	200-15-41724		723	1
2023 AI	3	2023 AIC Annual Conf - Per Diem	Invoice	06/26/2023	07/10/2023	37.66	37.66	210-15-41724		723	1
2023 AI	1	2023 AIC Annual Conf - Mileage Reimb	Invoice	06/26/2023	07/10/2023	61.57	61.57	100-15-41724		723	1
2023 AI	2	2023 AIC Annual Conf - Mileage Reimb	Invoice	06/26/2023	07/10/2023	61.57	61.57	200-15-41724		723	1
2023 AI	3	2023 AIC Annual Conf - Mileage Reimb	Invoice	06/26/2023	07/10/2023	61.57	61.57	210-15-41724		723	1
619978	1	Association of Idaho City - 2023 Awards Banquet Gal	Invoice	06/27/2023	07/10/2023	14.00	14.00	100-15-41724		723	1
619978	2	Association of Idaho City - 2023 Awards Banquet Gal	Invoice	06/27/2023	07/10/2023	14.00	14.00	200-15-41724		723	1
619978	3	Association of Idaho City - 2023 Awards Banquet Gal	Invoice	06/27/2023	07/10/2023	14.00	14.00	210-15-41724		723	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 4948 CONE, MARY:						339.71	339.71				
337 COPY & PRINT LLC											
126593	1	13474 6/22/23 PATHWAY PARKING FLYERS	Invoice	06/22/2023	07/10/2023	11.66	11.66	100-42-41215	21.40.0003.1	723	1
126593	2	13474 6/22/23 PATHWAY PARKING FLYERS	Invoice	06/22/2023	07/10/2023	11.67	11.67	200-42-41215	21.40.0003.1	723	1
126593	3	13474 6/22/23 PATHWAY PARKING FLYERS	Invoice	06/22/2023	07/10/2023	11.67	11.67	210-42-41215	21.40.0003.1	723	1
Total 337 COPY & PRINT LLC:						35.00	35.00				
2808 CORE & MAIN LP											
S56406	1	#S564061 3/4" METER REGISTERS	Invoice	06/15/2023	07/10/2023	20,026.00	20,026.00	220-65-41403	20.60.0003.1	723	1
Total 2808 CORE & MAIN LP:						20,026.00	20,026.00				
6877 D.O.P.L											
JUNE 2	1	BUILDING PERMIT & FEES JUNE 2023	Invoice	07/03/2023	07/10/2023	8,973.20	8,973.20	100-00-20325		723	1
Total 6877 D.O.P.L:						8,973.20	8,973.20				
50556 Deana Steffler											
276	1	Inv # 276 tabs sewn on uniforms	Invoice	06/07/2023	07/10/2023	40.00	40.00	100-55-41703		723	1
Total 50556 Deana Steffler:						40.00	40.00				
1453 DENTAL LEGACY FOUNDATION											
BANNE	1	REFUND LEGACY 5K BANNER - NOT ABLE TO HA	Invoice	06/18/2023	07/10/2023	100.00	100.00	100-00-32234		723	1
Total 1453 DENTAL LEGACY FOUNDATION:						100.00	100.00				
6552 DOR TECHNOLOGIES, INC											
INV_00	1	Inv-00107142 - Door counter replacements	Invoice	06/28/2023	07/10/2023	415.00	415.00	100-45-41411		723	1
INV_00	2	Inv 00107142 - Door Counter annual subscription	Invoice	06/28/2023	07/10/2023	534.00	534.00	100-45-41711		723	1
Total 6552 DOR TECHNOLOGIES, INC:						949.00	949.00				
50252 DREWEN CONSTRUCTION LLC											
124992	1	410 N River U#8 - Clasic Pleated Shades & Blinds	Invoice	05/30/2023	07/10/2023	1,377.92	1,377.92	120-10-41549		723	1
124992	2	410 N River U#8 - Labor 50/hr x 2/hrs	Invoice	05/30/2023	07/10/2023	100.00	100.00	120-10-41549		723	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 50252 DREWIEN CONSTRUCTION LLC:						1,477.92	1,477.92				
6549 DREWIEN, JOSIAH											
23-005-	1	ICF Grant - Main library design services	Invoice	06/08/2023	07/10/2023	1,650.00	1,650.00	100-45-41549	21.45.0006.1	723	1
Total 6549 DREWIEN, JOSIAH:						1,650.00	1,650.00				
1636 ELEVATION BUILDERS											
608	1	608 CUTTERS PARK RESTROOM REMODEL	Invoice	06/21/2023	07/10/2023	3,850.00	3,850.00	100-50-41403		723	1
CR RE	1	CREDIT REFUND: 131 SUNBEAM ST	Invoice	07/05/2023	07/10/2023	76.62	76.62	100-00-15110		723	1
Total 1636 ELEVATION BUILDERS:						3,926.62	3,926.62				
1393 EMERGENCY RESPONDER SERVICES, INC.											
23-171	1	#23-171 ID DECKED STORAGE SYSTEM W.	Invoice	06/12/2023	07/10/2023	1,375.00	1,375.00	200-60-41415		723	1
23-171	2	#23-171 ID DECKED ACCESSORIES W.	Invoice	06/12/2023	07/10/2023	180.00	180.00	200-60-41415		723	1
23-171	3	#23-171 ID DECKED STORAGE SYSTEM WW.	Invoice	06/12/2023	07/10/2023	1,375.00	1,375.00	210-70-41415		723	1
23-171	4	#23-171 ID DECKED ACCESSORIES WW.	Invoice	06/12/2023	07/10/2023	190.00	190.00	210-70-41415		723	1
Total 1393 EMERGENCY RESPONDER SERVICES, INC.:						3,120.00	3,120.00				
297 EVANS PLUMBING, INC.											
140297	1	MENS RESTROOM BACKING UP	Invoice	06/15/2023	07/10/2023	242.50	242.50	100-25-41413		723	1
140332	1	140332 RODEO GROUNDS - REPLACE HOT SIDE	Invoice	06/16/2023	07/10/2023	403.68	403.68	100-50-41603		723	1
Total 297 EVANS PLUMBING, INC.:						646.18	646.18				
5909 FUGATE, JANET											
P&Z ST	1	P&Z Stipend 06/20	Invoice	06/20/2023	07/10/2023	100.00	100.00	100-10-41313		723	1
P&Z ST	2	P&Z Stipend	Invoice	06/20/2023	07/10/2023	50.00	50.00	200-10-41313		723	1
P&Z ST	3	P&Z Stipend 2	Invoice	06/20/2023	07/10/2023	50.00	50.00	210-10-41313		723	1
Total 5909 FUGATE, JANET:						200.00	200.00				
101 GALENA-BENCHMARK ENGINEERING											
0523-0	1	5/22 0523-028 3830.35 TOPO, NEW GRADING PLA	Invoice	05/22/2023	07/10/2023	6,779.38	6,779.38	120-40-41549	10.15.0002.1	723	1
0523-0	1	5/22 0523-029 3830.55 HAILEY SPRUCE AND RIVE	Invoice	05/22/2023	07/10/2023	453.75	453.75	120-40-41549		723	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 101 GALENA-BENCHMARK ENGINEERING:						7,233.13	7,233.13				
369 GEM STATE WELDERS SUPPLY INC.											
E27161	1	E271618 CYLINDER FUEL	Invoice	06/15/2023	07/10/2023	163.71	163.71	100-40-41719		723	1
Total 369 GEM STATE WELDERS SUPPLY INC. :						163.71	163.71				
6523 GONDA, ABIGAIL											
3	1	INV 3 Library Consut -Development Project	Invoice	06/28/2023	07/10/2023	2,000.00	2,000.00	100-45-41313		723	1
Total 6523 GONDA, ABIGAIL:						2,000.00	2,000.00				
1850 GREAT AMERICA FINANCIAL SERVICES											
342855	1	Invoice# 34285568 7/2023	Invoice	06/19/2023	07/10/2023	124.00	124.00	100-20-41323		723	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						124.00	124.00				
6550 HARDING, CHRISTOPHER C											
5150-4	1	Library Restroom Remodel-Labor	Invoice	06/08/2023	07/10/2023	2,225.00	2,225.00	120-45-41549	23.45.0004.1	723	1
A70357	1	Library Restroom Remodel-reimb LLGreen A703571	Invoice	05/26/2023	07/10/2023	4.48	4.48	120-45-41549	23.45.0004.1	723	1
B40907	1	Library Restroom Remodel-reimb LLGreen B409072	Invoice	05/26/2023	07/10/2023	20.37	20.37	120-45-41549	23.45.0004.1	723	1
B40913	1	Library Restroom Remodel-reimb LLGreen B409130	Invoice	05/26/2023	07/10/2023	31.22	31.22	120-45-41549	23.45.0004.1	723	1
Total 6550 HARDING, CHRISTOPHER C:						2,281.07	2,281.07				
1557 HIGH DESERT BOBCAT - TWIN FALLS											
R02880	1	R02880 ROTARY TILLER	Invoice	06/26/2023	07/10/2023	460.00	460.00	100-40-41405		723	1
R02889	1	R02880 ROTARY TILLER	Invoice	06/27/2023	07/10/2023	230.00-	230.00-	100-40-41405		723	1
Total 1557 HIGH DESERT BOBCAT - TWIN FALLS:						230.00	230.00				
1622 HOROWITZ, LISA											
2023 AI	1	2023 AIC Annual Conference Mileage Reimb	Invoice	06/22/2023	07/10/2023	30.78	30.78	100-15-41724		723	1
2023 AI	2	2023 AIC Annual Conference Mileage Reimb	Invoice	06/22/2023	07/10/2023	30.78	30.78	200-15-41724		723	1
2023 AI	3	2023 AIC Annual Conference Mileage Reimb	Invoice	06/22/2023	07/10/2023	30.79	30.79	210-15-41724		723	1
Total 1622 HOROWITZ, LISA:						92.35	92.35				

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
671 IDAHO LUMBER & HARDWARE											
951343	1	951343 BELLY DUMP #4096- LINK CHAIN	Invoice	06/21/2023	07/10/2023	7.98	7.98	100-40-41405		723	1
951344	1	951344 PADLOCK	Invoice	06/21/2023	07/10/2023	63.96	63.96	100-50-41405		723	1
951366	1	#951366 WORK GLOVES FOR BRIAN V.	Invoice	06/21/2023	07/10/2023	16.99	16.99	200-60-41703		723	1
Total 671 IDAHO LUMBER & HARDWARE:						88.93	88.93				
400 IDAHO MOUNTAIN EXPRESS											
6/30/20	1	07/10 - CC PUD app Albertsons	Invoice	06/30/2023	07/10/2023	54.28	54.28	100-20-41319		723	1
6/30/20	2	Ord 1316 - Hailey ACI Map	Invoice	06/30/2023	07/10/2023	272.66	272.66	100-20-41319		723	1
6/30/20	3	Ord 1325 - District use Matrix	Invoice	06/30/2023	07/10/2023	82.80	82.80	100-20-41319		723	1
6/30/20	4	7/17 - P&Z PUD app by F & G Idaho, LLC	Invoice	06/30/2023	07/10/2023	87.40	87.40	100-20-41319		723	1
6/30/20	5	6/28 - Benson Lot Line Adj	Invoice	06/30/2023	07/10/2023	29.44	29.44	100-20-41319		723	1
6/30/20	6	6/28 - Heitzman Lot Line Adj	Invoice	06/30/2023	07/10/2023	30.36	30.36	100-20-41319		723	1
6/30/20	7	7/17 - P&Z Consideration of Design Rvw Pre App by	Invoice	06/30/2023	07/10/2023	207.20	207.20	100-20-41319		723	1
Total 400 IDAHO MOUNTAIN EXPRESS:						764.14	764.14				
22433 IDAHO POWER											
06/29/2	1	IP2204837906 Streets	Invoice	06/29/2023	07/10/2023	1,569.81	1,569.81	100-40-41715		723	1
06/29/2	2	IP22062003362 Water	Invoice	06/29/2023	07/10/2023	9,186.90	9,186.90	200-60-41717		723	1
06/29/2	3	IP 2207926011 - 113 N River St Compact	Invoice	06/29/2023	07/10/2023	30.75	30.75	100-40-41715		723	1
06/29/2	4	IP Acct#2206105138 STREET	Invoice	06/29/2023	07/10/2023	51.94	51.94	100-40-41715		723	1
06/29/2	5	IP2220558932 - PARKS LION PARK	Invoice	06/29/2023	07/10/2023	145.73	145.73	100-40-41717		723	1
Total 22433 IDAHO POWER:						10,985.13	10,985.13				
138 IDAHO RURAL WATER ASSOC.											
1803	1	#1803 YEARLY MEMBERSHIP DUES W.	Invoice	06/30/2023	07/10/2023	305.00	305.00	200-60-41313		723	1
1803	2	#1803 YEARLY MEMBERSHIP DUES WW.	Invoice	06/30/2023	07/10/2023	305.00	305.00	210-70-41313		723	1
Total 138 IDAHO RURAL WATER ASSOC.:						610.00	610.00				
849 IDAHO STATE TAX COMMISSION											
04/01/2	1	4/01/2023 - 6/30/2023 STATE SALES & USE TAX R	Invoice	04/01/2023	07/10/2023	368.80	368.80	100-00-20317		723	1
Total 849 IDAHO STATE TAX COMMISSION :						368.80	368.80				
612 INGRAM BOOK COMPANY											
765213	1	76521387 Book Club Collection	Invoice	06/21/2023	07/10/2023	874.82	874.82	100-45-41326		723	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
JUNE	1	June MSD Collection	Invoice	06/01/2023	07/10/2023	1,813.00	1,813.00	100-45-41535		723	1
Total 612 INGRAM BOOK COMPANY:						2,687.82	2,687.82				
345 JACOBS ENGINEERING GROUP INC											
W3Y13	1	W3Y13802-004 TASK ORDER #1 TRANSP. & PARKI	Invoice	06/22/2023	07/10/2023	3,347.50	3,347.50	120-40-41549	23.20.0001.1	723	1
Total 345 JACOBS ENGINEERING GROUP INC:						3,347.50	3,347.50				
330 JANE'S ARTIFACTS											
059684	1	059684 ESSER SS library supplies	Invoice	06/27/2023	07/10/2023	2.99	2.99	100-45-41549	23.45.0001.1	723	1
059695	1	Inv # 059695 Card Stock	Invoice	06/28/2023	07/10/2023	30.99	30.99	100-55-41211		723	1
059696	1	059696 ESSER SS Grant library supplies	Invoice	06/28/2023	07/10/2023	37.78	37.78	100-45-41549	23.45.0001.1	723	1
Total 330 JANE'S ARTIFACTS:						71.76	71.76				
4542 KETCHUM COMPUTERS											
19750	1	#19750 Admin: Monthly updates, maintenance for ser	Invoice	06/30/2023	07/10/2023	294.76	294.76	100-15-41313		723	1
19750	2	#19750 Admin: Monthly updates, maintenance forser	Invoice	06/30/2023	07/10/2023	294.76	294.76	200-15-41313		723	1
19750	3	#19750 Admin: Monthly updates, maintenance forser	Invoice	06/30/2023	07/10/2023	294.77	294.77	210-15-41313		723	1
19750	4	#19750 PW: Facilities - setup Adobe arcobat for Nanc	Invoice	06/30/2023	07/10/2023	52.50	52.50	100-42-41313		723	1
19750	5	#19750 PW: Facilities - setup Adobe arcobat for Nanc	Invoice	06/30/2023	07/10/2023	52.50	52.50	200-42-41313		723	1
19750	6	#19750 PW: Facilities - setup Adobe arcobat for Nanc	Invoice	06/30/2023	07/10/2023	52.50	52.50	210-42-41313		723	1
19750	7	#19750 Wastewater: Configure & swap out new Arub	Invoice	06/30/2023	07/10/2023	1,282.50	1,282.50	210-70-41313		723	1
19750	8	# 19750 Water: Set up and configure Cole's new lapt	Invoice	06/30/2023	07/10/2023	472.50	472.50	200-60-41313		723	1
19750	9	# 19750 HFD: Email licensing issue for Christian	Invoice	06/30/2023	07/10/2023	45.00	45.00	100-55-41313		723	1
19750	10	# 19750 Parks: Planning & feasability meeting for ven	Invoice	06/30/2023	07/10/2023	180.00	180.00	100-50-41313		723	1
19750	11	# 19750 Street: Microsoft 365 issues for Kelly	Invoice	06/30/2023	07/10/2023	67.50	67.50	100-40-41313		723	1
Total 4542 KETCHUM COMPUTERS:						3,089.29	3,089.29				
386 L.L. GREENS											
A70645	1	A706450 P trap, threshold bathroom equip.	Invoice	06/19/2023	07/10/2023	67.97	67.97	100-55-41413		723	1
A70705	1	A707057 HOSE SHUT-OFF - KEEFER PARK	Invoice	06/24/2023	07/10/2023	11.99	11.99	100-50-41405		723	1
A70724	1	A707243 5GAL BUCKETS - BASEMENT LEAKS	Invoice	06/26/2023	07/10/2023	12.58	12.58	100-42-41413		723	1
A70724	2	A707243 5GAL BUCKETS - BASEMENT LEAKS	Invoice	06/26/2023	07/10/2023	12.58	12.58	200-42-41413		723	1
A70724	3	A707243 5GAL BUCKETS - BASEMENT LEAKS	Invoice	06/26/2023	07/10/2023	12.58	12.58	210-42-41413		723	1
A70751	1	A707516 ESSER SS Grant supplies library	Invoice	06/28/2023	07/10/2023	25.46	25.46	100-45-41549		723	1
B41181	1	B411812 4 OZ AEROSOL LUBRICANT - HOP PORT	Invoice	06/23/2023	07/10/2023	10.99	10.99	100-50-41405		723	1
D71448	1	D71448 fasteners	Invoice	06/19/2023	07/10/2023	4.58	4.58	100-55-41413		723	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
D71785	1	D71785 - River St, Unit 8 Duplicate Keys - X4	Invoice	06/27/2023	07/10/2023	23.96	23.96	120-10-41549		723	1
Total 386 L.L. GREENS :						182.69	182.69				
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-				
2264 LEXIS NEXIS MATTHEW BENDER											
374237	1	3742372X ID CODE 23 SUPP PKG/INDEX/3 VOLS	Invoice	06/19/2023	07/10/2023	186.33	186.33	100-15-41535		723	1
374237	2	3742372X ID CODE 23 SUPP PKG/INDEX/3 VOLS	Invoice	06/19/2023	07/10/2023	186.33	186.33	200-15-41535		723	1
374237	3	3742372X ID CODE 23 SUPP PKG/INDEX/3 VOLS	Invoice	06/19/2023	07/10/2023	186.33	186.33	210-15-41535		723	1
Total 2264 LEXIS NEXIS MATTHEW BENDER:						558.99	558.99				
50557 MALONE, KELLY											
CR RE	1	CREDIT REFUND: 1010 CUTTERS DR	Invoice	07/05/2023	07/10/2023	64.54	64.54	100-00-15110		723	1
Total 50557 MALONE, KELLY:						64.54	64.54				
4495 MIDWEST TAPE LLC											
503869	1	503869181 06.01.23 MEDIA	Invoice	06/01/2023	07/10/2023	39.48	39.48	100-45-41535		723	1
503902	1	50302297 06.08.23 MEDIA	Invoice	06/08/2023	07/10/2023	22.49	22.49	100-45-41535		723	1
503940	1	503940501 06.16.23 MEDIA	Invoice	06/16/2023	07/10/2023	74.97	74.97	100-45-41535		723	1
503967	1	503967459 06.22.23 MEDIA	Invoice	06/22/2023	07/10/2023	37.48	37.48	100-45-41535		723	1
503995	1	503995271 06.28.23 MEDIA	Invoice	06/28/2023	07/10/2023	39.48	39.48	100-45-41535		723	1
Total 4495 MIDWEST TAPE LLC:						213.90	213.90				
1009 MINERT & ASSOCIATES,INC.											
323055	1	323055 COLLECTION FEE, DOT DRUG TEST - ST	Invoice	05/04/2023	07/10/2023	318.00	318.00	100-40-41747		723	1
323055	2	323055 COLLECTION FEE, DOT DRUG TEST - ST	Invoice	05/04/2023	07/10/2023	106.00	106.00	100-40-41747		723	1
Total 1009 MINERT & ASSOCIATES,INC. :						424.00	424.00				
251 NAPA AUTO PARTS											
149516	1	#149516 HEADACHE RACK FR F-150 TK#6033	Invoice	06/08/2023	07/10/2023	608.49	608.49	200-60-41415		723	1
150369	1	#150369 ADDED COST FOR HEADACHE RACK TK	Invoice	06/14/2023	07/10/2023	175.50	175.50	200-60-41415		723	1
151027	1	151027 #4096 BELLY DUMP - RACE TOGGLE RED	Invoice	06/20/2023	07/10/2023	24.98	24.98	100-40-41405		723	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
151152	1	151152 BELLY DUMP - BRAKE HOSE	Invoice	06/21/2023	07/10/2023	38.55	38.55	100-40-41405		723	1
151158	1	151158 AEROSOL PAINT	Invoice	06/21/2023	07/10/2023	29.98	29.98	100-40-41405		723	1
151169	1	151169 AIR HOSE FITTING	Invoice	06/21/2023	07/10/2023	37.16	37.16	100-40-41405		723	1
151256	1	151256 WARRANTY PURCHASED ON INV. 3975-15	Invoice	06/21/2023	07/10/2023	79.99-	79.99-	100-40-41405		723	1
151408	1	151408 FUEL FILTER	Invoice	06/22/2023	07/10/2023	15.01	15.01	100-40-41405		723	1
Total 251 NAPA AUTO PARTS:						849.68	849.68				
439 OCLC, INC.											
100032	1	18276 H\$Y Annual Contract 7.1.23-6.30.24	Invoice	07/01/2023	07/10/2023	3,091.23	3,091.23	100-45-41735		723	1
Total 439 OCLC, INC.:						3,091.23	3,091.23				
50387 OLD CUTTERS HOMEOWNERS ASSOC.											
2674	1	2673 55% POWER BILL JUNE 2023	Invoice	06/21/2023	07/10/2023	19.42	19.42	100-50-41717		723	1
Total 50387 OLD CUTTERS HOMEOWNERS ASSOC.:						19.42	19.42				
50298 O'REILLY AUTO PARTS											
4635-3	1	Inv # 4635-332294 oil, lube dept	Invoice	06/08/2023	07/10/2023	93.97	93.97	100-55-41215		723	1
4635-3	1	4635-335276 CONNECTOR	Invoice	06/20/2023	07/10/2023	9.34	9.34	100-40-41405		723	1
Total 50298 O'REILLY AUTO PARTS:						103.31	103.31				
8576 PRIORITY ONE HOME CLEANING SERVICES											
023	1	Inv 023 Jun 2023 library cleaning	Invoice	07/03/2023	07/10/2023	2,520.00	2,520.00	100-45-41413		723	1
Total 8576 PRIORITY ONE HOME CLEANING SERVICES:						2,520.00	2,520.00				
6530 REBECCA F. BUNDY, ARCHITECT, PLLC											
2023.0	1	2023.02 June Services	Invoice	07/01/2023	07/10/2023	2,337.50	2,337.50	100-20-41313		723	1
Total 6530 REBECCA F. BUNDY, ARCHITECT, PLLC:						2,337.50	2,337.50				
6538 REYES GARCIA, CAMILA											
3	1	ESSER SS - Intern hours	Invoice	07/03/2023	07/10/2023	700.00	700.00	100-45-41549	23.45.0001.1	723	1
Total 6538 REYES GARCIA, CAMILA:						700.00	700.00				

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
6553 RIVER STREET TOWNHOMES OWNERS											
2023 Q	1	#00263556 - Quarterly Operating Dues	Invoice	06/28/2023	07/10/2023	750.00	750.00	120-10-41549		723	1
Total 6553 RIVER STREET TOWNHOMES OWNERS:						750.00	750.00				
6522 RODGER, AMBER TELLERIA											
01	1	Inv 0000001 ESSER Summer Grant - Staff	Invoice	06/26/2023	07/10/2023	825.00	825.00	100-45-41549	23.45.0001.1	723	1
Total 6522 RODGER, AMBER TELLERIA:						825.00	825.00				
4635 ROPES END PROPERTY SERVICES LLC											
10185	1	Inv # 10185 Rodent control	Invoice	06/22/2023	07/10/2023	95.00	95.00	100-55-41325		723	1
Total 4635 ROPES END PROPERTY SERVICES LLC:						95.00	95.00				
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
Total 5129 RUSH TRUCK CENTERS OF ID INC:						175.00-	175.00-				
6502 SAUERBREY, SAGE M											
P&Z ST	1	PZ Meeting 6/20/23	Invoice	06/20/2023	07/10/2023	100.00	100.00	100-10-41313		723	1
P&Z ST	2	PZ Stipend 1	Invoice	06/20/2023	07/10/2023	50.00	50.00	100-10-41313		723	1
P&Z ST	3	PZ Stipend 2	Invoice	06/20/2023	07/10/2023	50.00	50.00	210-10-41313		723	1
Total 6502 SAUERBREY, SAGE M:						200.00	200.00				
4330 SCANLON, OWEN											
P&Z ST	1	PZ Meeting 6/20/23	Invoice	06/20/2023	07/10/2023	100.00	100.00	100-10-41313		723	1
P&Z ST	2	P&Z Stipend	Invoice	06/20/2023	07/10/2023	50.00	50.00	200-10-41313		723	1
P&Z ST	3	P&Z Stipend 2	Invoice	06/20/2023	07/10/2023	50.00	50.00	210-10-41313		723	1
Total 4330 SCANLON, OWEN:						200.00	200.00				
2390 SCHINDLER ELEVATOR CORPORATION											
810624	1	8106244018 ELEVATOR QUARTERLY BILLING 5/1 -	Invoice	05/01/2023	07/10/2023	243.98	243.98	100-42-41325		723	1
810624	2	8106244018 ELEVATOR QUARTERLY BILLING 5/1 -	Invoice	05/01/2023	07/10/2023	243.99	243.99	200-42-41325		723	1
810624	3	8106244018 ELEVATOR QUARTERLY BILLING 5/1 -	Invoice	05/01/2023	07/10/2023	243.99	243.99	210-42-41325		723	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 2390 SCHINDLER ELEVATOR CORPORATION:						731.96	731.96				
4726 SETH LIEUALLEN											
5-10-23	1	#5-10-23 CONSUMER CONFIDENCE REPORT	Invoice	05/10/2023	07/10/2023	125.00	125.00	200-60-41313		723	1
Total 4726 SETH LIEUALLEN:						125.00	125.00				
4910 SHRED-IT USA											
800415	1	document shredding contract inv. 8004152328	Invoice	06/25/2023	07/10/2023	40.54	40.54	100-15-41325		723	1
800415	2	document shredding contract inv. 8004152328	Invoice	06/25/2023	07/10/2023	40.54	40.54	200-15-41325		723	1
800415	3	document shredding contract inv. 8004152328	Invoice	06/25/2023	07/10/2023	40.54	40.54	210-15-41325		723	1
Total 4910 SHRED-IT USA:						121.62	121.62				
5494 SILVER CREEK SUPPLY											
001116	1	0011163693-001 SKATEPARK - NDS ROUND GRAT	Invoice	06/07/2023	07/10/2023	74.66	74.66	100-50-41405		723	1
001116	1	0011169284-001 LYONS PARK - RB FIELD DECOD	Invoice	06/08/2023	07/10/2023	716.56	716.56	100-50-41405		723	1
001120	1	0011203219-001 WOODSIDE - SLIP FIX 3/4" SXSP	Invoice	06/09/2023	07/10/2023	13.96	13.96	100-50-41405		723	1
001120	1	0011206506-001 WOODSIDE - PVC ELBOW	Invoice	06/09/2023	07/10/2023	10.02	10.02	100-50-41405		723	1
Total 5494 SILVER CREEK SUPPLY:						815.20	815.20				
1239 SIMMS LAW PLLC											
JUNE -	1	professional services - June 2023	Invoice	07/01/2023	07/10/2023	2,673.18	2,673.18	100-15-41313		723	1
JUNE -	2	professional services - June 2023	Invoice	07/01/2023	07/10/2023	2,673.18	2,673.18	200-15-41313		723	1
JUNE -	3	professional services - June 2023	Invoice	07/01/2023	07/10/2023	2,673.19	2,673.19	210-15-41313		723	1
Total 1239 SIMMS LAW PLLC:						8,019.55	8,019.55				
7002 SMITH, DAN											
P&Z ST	1	P&Z Stipend 6/20/23	Invoice	06/20/2023	07/10/2023	100.00	100.00	100-20-41313		723	1
P&Z ST	2	P&Z Stipend	Invoice	06/20/2023	07/10/2023	50.00	50.00	200-10-41313		723	1
P&Z ST	3	P&Z Stipend 2	Invoice	06/20/2023	07/10/2023	50.00	50.00	210-10-41313		723	1
Total 7002 SMITH, DAN:						200.00	200.00				
5718 STANLEY CONSULTANTS INC											
024573	1	18807-INV#00233297-RIVER ST WALNUT TO GALE	Invoice	06/30/2023	07/10/2023	5,472.87	5,472.87	120-40-41539	18.40.0001.1	723	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 5718 STANLEY CONSULTANTS INC:						5,472.87	5,472.87				
2202 STATE OF ID BUREAU OF OCCUP LI											
2023 R	1	RE-EXAM FEE	Invoice	06/21/2023	07/10/2023	70.00	70.00	200-60-41723		723	1
Total 2202 STATE OF ID BUREAU OF OCCUP LI:						70.00	70.00				
50446 STONE, DUSTIN											
P&Z ST	1	P&Z Stipend 6/20/23	Invoice	06/20/2023	07/10/2023	100.00	100.00	100-10-41313		723	1
P&Z ST	2	P&Z Stipend	Invoice	06/20/2023	07/10/2023	50.00	50.00	200-10-41313		723	1
P&Z ST	3	P&Z Stipend 2	Invoice	06/20/2023	07/10/2023	50.00	50.00	210-10-41313		723	1
Total 50446 STONE, DUSTIN:						200.00	200.00				
2845 SUN VALLEY GARDEN CENTER BELLEVUE											
207392	1	207392 ESSER SS Library - plants for youth events	Invoice	06/29/2023	07/10/2023	33.40	33.40	100-45-41549	23.45.0001.1	723	1
Total 2845 SUN VALLEY GARDEN CENTER BELLEVUE:						33.40	33.40				
3175 SYBATECH, INC											
6316	1	Inv # 6316 server liscense	Invoice	06/26/2023	07/10/2023	1,000.00	1,000.00	100-55-41711		723	1
Total 3175 SYBATECH, INC:						1,000.00	1,000.00				
2817 UNITED OIL											
102193	1	Inv # 1021937 Fuel Charges	Invoice	06/15/2023	07/10/2023	381.58	381.58	100-55-41719		723	1
Total 2817 UNITED OIL:						381.58	381.58				
2020 VALLEY WIDE COOPERATIVE											
69525/	1	#69525/9 CAM LOCK FITTINGS	Invoice	06/26/2023	07/10/2023	19.47	19.47	200-60-41403		723	1
Total 2020 VALLEY WIDE COOPERATIVE:						19.47	19.47				
1149 VILLANUEVA, ANGELICA											
51	1	REFUND PARK RESERVATION	Invoice	06/01/2023	07/10/2023	100.00	100.00	100-00-32265		723	1
51	2	REFUND PARK RESERVATION TAX	Invoice	06/01/2023	07/10/2023	6.00	6.00	200-00-20317		723	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 1149 VILLANUEVA, ANGELICA:						106.00	106.00				
4004 WAXIE SANITARY SUPPLY											
818039	1	81803939 library cleaning supplies	Invoice	06/27/2023	07/10/2023	459.27	459.27	100-45-41413		723	1
818039	1	81803940 library cleaning supplies	Invoice	06/27/2023	07/10/2023	331.35	331.35	100-45-41413		723	1
Total 4004 WAXIE SANITARY SUPPLY:						790.62	790.62				
209 WEBB LANDSCAPING											
B-IN-18	1	B-IN-180713 MAIN ST FLOWER PROJ.	Invoice	06/22/2023	07/10/2023	9,170.01	9,170.01	100-40-41225	19.40.0004.1	723	1
B-IN-18	1	B-IN-180714-Library Flower Project plants	Invoice	06/22/2023	07/10/2023	1,984.08	1,984.08	100-45-41413		723	1
SRVCE	1	SRVCE562554 SUNBEAM PARK - SPRING LAWN C	Invoice	05/03/2023	07/10/2023	968.00	968.00	100-50-41325		723	1
SRVCE	1	SRVCE562655 SUNBEAM PARK - REMOVE TRUN	Invoice	05/02/2023	07/10/2023	210.00	210.00	100-50-41402		723	1
SRVCE	1	SRVCE563061 SUNBEAM PARK - SPRING BED CL	Invoice	05/10/2023	07/10/2023	1,716.91	1,716.91	100-50-41325		723	1
SRVCE	1	SRVCE563206 SUNBEAM PARK - REMOVE TRUN	Invoice	05/02/2023	07/10/2023	287.00	287.00	100-50-41402		723	1
SRVCE	1	SRVCE563986 SUNBEAM PARK - WEEKLY PROPE	Invoice	05/23/2023	07/10/2023	484.00	484.00	100-50-41325		723	1
SRVCE	1	SRVCE564525 SUNBEAM PARK - IRRIGATION STA	Invoice	05/05/2023	07/10/2023	953.70	953.70	100-50-41325		723	1
SRVCE	1	SRVCE564689 SUNBEAM PARK - WEEKLY PROPE	Invoice	05/31/2023	07/10/2023	484.00	484.00	100-50-41325		723	1
Total 209 WEBB LANDSCAPING :						16,257.70	16,257.70				
Total :						357,883.31	357,883.31				
Grand Totals:						357,883.31	357,883.31				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	141.16	.00	141.16
100-00-20317	368.80	.00	368.80
100-00-20325	8,973.20	.00	8,973.20
100-00-20515	158,000.00	.00	158,000.00
100-00-32234	100.00	.00	100.00
100-00-32265	100.00	.00	100.00
100-10-41313	450.00	.00	450.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-10-41717	86.46	.00	86.46
100-15-41215	49.50	.00	49.50
100-15-41313	2,967.94	.00	2,967.94
100-15-41325	40.54	.00	40.54
100-15-41535	186.33	.00	186.33
100-15-41713	182.02	.00	182.02
100-15-41717	52.47	.00	52.47
100-15-41723	78.34	.00	78.34
100-15-41724	144.02	.00	144.02
100-20-41313	2,437.50	.00	2,437.50
100-20-41319	764.14	.00	764.14
100-20-41323	124.00	.00	124.00
100-20-41713	222.37	.00	222.37
100-25-41213	6.37	.00	6.37
100-25-41413	242.50	.00	242.50
100-25-41703	83.98	.00	83.98
100-25-41713	444.69	.00	444.69
100-25-41717	97.54	.00	97.54
100-25-41741	27,806.03	.00	27,806.03
100-40-41215	247.02	.00	247.02
100-40-41225	9,170.01	.00	9,170.01
100-40-41313	67.50	.00	67.50
100-40-41403	4,763.75	.00	4,763.75
100-40-41405	5,970.62	939.49-	5,031.13
100-40-41713	169.60	.00	169.60
100-40-41715	1,652.50	.00	1,652.50
100-40-41717	1,643.15	.00	1,643.15
100-40-41719	163.71	.00	163.71
100-40-41747	424.00	.00	424.00
100-40-41771	7,932.50	.00	7,932.50
100-42-41215	11.66	.00	11.66
100-42-41313	52.50	.00	52.50
100-42-41325	243.98	.00	243.98
100-42-41413	12.58	.00	12.58
100-42-41713	53.96	.00	53.96
100-42-41717	132.67	.00	132.67
100-45-41215	20.98	.00	20.98
100-45-41313	2,000.00	.00	2,000.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-45-41326	896.72	.00	896.72
100-45-41411	415.00	.00	415.00
100-45-41413	6,709.32	.00	6,709.32
100-45-41535	2,038.89	.00	2,038.89
100-45-41549	4,793.27	.00	4,793.27
100-45-41711	534.00	.00	534.00
100-45-41713	363.18	.00	363.18
100-45-41735	3,091.23	.00	3,091.23
100-50-41313	180.00	.00	180.00
100-50-41325	4,606.61	.00	4,606.61
100-50-41402	497.00	.00	497.00
100-50-41403	3,850.00	.00	3,850.00
100-50-41405	902.14	.00	902.14
100-50-41603	403.68	.00	403.68
100-50-41617	103.31	.00	103.31
100-50-41713	30.26	.00	30.26
100-50-41717	11,702.28	.00	11,702.28
100-55-41211	30.99	.00	30.99
100-55-41215	93.97	.00	93.97
100-55-41313	45.00	.00	45.00
100-55-41325	95.00	.00	95.00
100-55-41413	72.55	.00	72.55
100-55-41703	40.00	.00	40.00
100-55-41711	1,000.00	.00	1,000.00
100-55-41713	203.09	.00	203.09
100-55-41717	103.98	.00	103.98
100-55-41719	381.58	.00	381.58
100-55-41741	9,268.69	.00	9,268.69
120-10-41549	2,251.88	.00	2,251.88
120-40-41539	5,472.87	.00	5,472.87
120-40-41549	10,580.63	.00	10,580.63
120-45-41549	2,281.07	.00	2,281.07
200-00-20317	6.00	.00	6.00
200-10-41313	200.00	.00	200.00
200-15-41215	49.50	.00	49.50
200-15-41313	2,967.94	.00	2,967.94
200-15-41325	40.54	.00	40.54
200-15-41535	186.33	.00	186.33

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-15-41713	182.02	.00	182.02
200-15-41723	78.33	.00	78.33
200-15-41724	144.02	.00	144.02
200-42-41215	11.67	.00	11.67
200-42-41313	52.50	.00	52.50
200-42-41325	243.99	.00	243.99
200-42-41413	12.58	.00	12.58
200-42-41713	53.96	.00	53.96
200-42-41717	132.67	.00	132.67
200-60-41313	902.50	.00	902.50
200-60-41401	250.00	.00	250.00
200-60-41403	19.47	.00	19.47
200-60-41415	2,338.99	.00	2,338.99
200-60-41703	16.99	.00	16.99
200-60-41713	536.60	.00	536.60
200-60-41717	9,289.70	.00	9,289.70
200-60-41723	70.00	.00	70.00
210-10-41313	250.00	.00	250.00
210-15-41215	49.51	.00	49.51
210-15-41313	2,967.96	.00	2,967.96
210-15-41325	40.54	.00	40.54
210-15-41535	186.33	.00	186.33
210-15-41713	182.02	.00	182.02
210-15-41723	78.33	.00	78.33
210-15-41724	144.02	.00	144.02
210-42-41215	11.67	.00	11.67
210-42-41313	52.50	.00	52.50
210-42-41325	243.99	.00	243.99
210-42-41413	1,127.58	.00	1,127.58
210-42-41713	53.95	.00	53.95
210-42-41717	132.68	.00	132.68
210-70-41313	1,587.50	.00	1,587.50
210-70-41415	1,565.00	.00	1,565.00
210-70-41713	313.34	.00	313.34
210-70-41717	102.80	.00	102.80
220-65-41403	20,026.00	.00	20,026.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
Grand Totals:	358,822.80	939.49-	357,883.31

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	.00	175.00-	175.00-
07/23	358,822.80	309.99-	358,512.81
Grand Totals:	358,822.80	939.49-	357,883.31

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 07/10/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Consideration of a Planned Unit Development (PUD) Application by Kathleen Miller QTIP Trust and Sophie Nunberg Trust, represented by Lee Young of CSHQA, for a 1,213 square foot building addition to Albertsons, as well as a new 0.42-acre public recycling area for the City. This project is located at 911 North Main Street (Sub Lots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Townsite Overlay (TO) Zoning Districts. Under the PUD, the Applicant is proposing to develop and operate a new city-wide recycling center, and in exchange, is requesting the following waivers:

- Waiver to the maximum floor area permitted within the Business (B) Zoning District for an additional 3% of square footage to the existing building, totaling 37,127 square feet of individual retail/wholesale trade.

In tandem with the PUD Application, the Council shall also consider the attached draft Resolution 2023—_____, authorizing the execution of the associated Licensing and Operations Agreements with Albertsons for the proposed recycling center.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The Applicant is requesting an approval to a Planned Unit Development Application, which would allow for a 1,213 square foot building addition to the existing Albertsons Market that would exceed the otherwise permitted maximum building size in exchange for development and operation of a new 0.42-acre public recycling center as a public amenity. Under the PUD Application, the Applicant also requests a waiver to the maximum floor area for individual retail/wholesale trade areas permitted within the Business (B) Zoning District.

Pursuant Chapter Developer Benefits, a request of modifications or waivers of the zoning and subdivision requirements is allowed where amenities are provided to the community—such as the proposed new Recycling Center, a direct benefit to Hailey’s citizenry. Regarding the waiver, the maximum floor area for individual/retail areas permitted in the Business (B) Zoning District is 36,000 square feet. Via the PUD process, the Applicant proposes to construct a 1,213 square foot addition to Albertsons that would exceed the maximum allowed floor area for retail/individual/wholesale space by three percent (3%) and render a new floor area of 37,127 square feet. No change in building height would occur, and the required setbacks have been met.

Albertsons has relied on temporary structures for storage space since the onset of the COVID-19 pandemic in 2020, when store volumes increased, and supply chain issues required the vendor to store greater quantities of product. Each year, Albertsons has renewed its Conditional Use Permit (CUP) for the temporary structures and maintained their location along the west side of the property. These temporary structures will be removed from the site if the PUD to increase the retail floor area is approved.

At the Council’s public hearings on January 23, 2023, as well as March 13, 2023, it became evident that Albertson’s was not offering to restrict the use of the property in perpetuity for operation of the recycling center, was would typically occur, because they are tenants, not owners, of the property in question. The Council continued the item to provide Staff and the Applicant with more time to finalize language within the PUD and Licensing Agreements that could possibly be approved. The Council shared concerns of term agreements less than perpetuity. The Applicant, however, being a tenant of the land, not the owner, could not commit to perpetuity.

Since March 2023, Staff and Applicant have been meeting internally to discuss alternatives and/or a path forward. Both the Applicant and City Staff have agreed that in exchange for Albertson’s’ offer to provide real property for the operation of a recycling center pursuant to the terms of the License

Agreement, the License Agreement shall continue in perpetuity thereafter so long as the City continuously uses the Premises for a recycling center; provided the City may cease using the Premises for a recycling center at any time and terminate this License by providing Albertson's and the Trust thirty (30) days written notice of such termination.

These changes have been reflected in the attached agreements.

Attachments:

- Resolution 2023-____: Authorizing the Execution of Planned Unit Development and Licensing and Operations Agreements with Albertsons, LLC
 - o Planned Unit Development Agreement
 - o Licensing and Operations Agreement for Recycling Center and Exhibit B

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____
Estimated Hours Spent to Date: _____
Staff Contact: Robyn Davis

Caselle # _____
YTD Line-Item Balance \$ _____
Estimated Completion Date: _____
Phone # 788-9815 #2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion #1

Approval: Motion to approve the Planned Unit Development (PUD) Application by Miller Kathleen Trustee and Sophie Nunberg Trust for construction of a 1,213 square foot building addition to Albertsons and a new 0.42-acre public recycling center for the City, to be at 911 North Main Street (Sublots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, and subject to the Conditions of Approval, 1-9, as noted.

Denial: Motion to deny the Planned Unit Development (PUD) Application by Miller Kathleen Trustee and Sophie Nunberg Trust, represented by Lee Young of CSHQA, for a 1,213 square foot addition to Albertsons and a new 0.42-acre public recycling center for the City, to be at 911 North Main Street (Sublots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts.

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

Motion #2

Approval: Motion to approve and authorize the mayor's signature on Resolution No. _____, a Resolution authorizing a Development Agreement and Licensing and Operations Agreement with Albertsons, LLC, pertinent to the PUD and operations of the Recycling Center, to be at 911 North Main Street (Sublots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, and subject to the Conditions of Approval, 1-9, as noted.

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.): Copies

*Additional/Exceptional Originals to: _____
Instrument # _____



STAFF REPORT
Hailey City Council
Regular Meeting of July 10, 2023

To: Hailey City Council

From: Robyn Davis, Community Development Director

Overview: Consideration of a Planned Unit Development (PUD) Application by Kathleen Miller QTIP Trust and Sophie Nunberg Trust, represented by Lee Young of CSHQA, for a 1,213 square foot building addition to Albertsons, as well as a new 0.42-acre public recycling area for the City. This project is located at 911 North Main Street (Sub Lots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Townsite Overlay (TO) Zoning Districts. Under the PUD, the Applicant is proposing to develop and operate a new city-wide recycling center, and in exchange, is requesting the following waivers:

- Waiver to the maximum floor area permitted within the Business (B) Zoning District for an additional 3% of square footage to the existing building, totaling 37,127 square feet of individual retail/wholesale trade.

In tandem with the PUD Application, the Council shall also consider the attached draft Resolution 2023—_____, authorizing the execution of the associated Licensing and Operations Agreements with Albertsons for the proposed recycling center.

Hearing: July 10, 2023

Applicant: Sophie Nunberg Trust and Miller Kathleen Trustee, represented by Lee Young of CSHQA
Location: 911 North Main Street (Sublots 2 and 3, Block 1, North Hailey Plaza Subdivision)
Zoning/Size: Business (B) and Downtown Residential Overlay (DRO) Zoning Districts; 3.01 acres (131,115.6 sq. ft.)

Notice: Notice for the public hearing was published in the Idaho Mountain Express and mailed to property owners within 300 feet on June 20, 2023. Onsite Notice was posted on June 30, 2023.

Application & Background: The Applicant, Sophie Nunberg Trust, and Miller Kathleen Trustee, represented by Lee Young of CSHQA, proposes a Planned Unit Development (PUD) for their properties located at 911 North Main Street (Sublots 2 and 3, Block 1, North Hailey Plaza Subdivision). The proposed PUD includes a 1,213 square foot building addition to the existing Albertsons (on Sub Lot 3) and a new 0.42-acre public recycling area for the city adjacent to the Albertsons' parking lot (on Sublot 2).

Under the PUD, the Applicant seeks to develop a new recycling center (0.42-acres) for city-wide use. By way of a Development Agreement and License Agreement between the City of Hailey and Applicant's tenant, Albertsons, LLC, this use would be managed.

The Applicant and City are proposing the relocation of the current recycling center at the Park N' Ride on City property (located at River Street and West Bullion Street (Hailey Lots 4-10, Block 42)), as the parcel is significantly smaller than the location proposed by the Applicant, susceptible to congestion, and not optimal for vehicular access. Staff finds the Albertsons location preferable because the location is farther away from Hailey's Central Core, where non-motorized forms of transportation are encouraged and preferred.

Pursuant Chapter Developer Benefits, a request of modifications or waivers of the zoning and subdivision requirements is allowed where amenities are provided to the community. Staff agrees that the proposal for a new Recycling Center directly benefits its citizenry, and as such, the Applicant is requesting a waiver to the maximum floor area for individual/retail areas permitted in the Business (B) Zoning District (36,000 square feet). The Applicant is proposing to construct a 1,213 square foot addition to Albertsons, which would surpass the maximum floor area that is permitted in the Business (B) Zoning District by three percent (3%), for a new floor area of 37,127 square feet. No change in building height would occur, and the required setbacks are met.

With the onset of the COVID-19 pandemic in 2020, store volumes increased. Compounded by the stresses of supply chain issues, Hailey's Albertsons was limited by available space to store product. To temporarily increase Albertsons' storage space, Albertsons applied for a Conditional Use Permit (CUP) to place two (2) temporary structures onsite, along the west side of the property. Since then, the Applicant has extended their CUP annually and code requirements have been adhered. These temporary structures will be removed from the site if the PUD to increase the retail floor area, and proposed changes to the existing market, are approved.

As stated in Title 17 Zoning Regulations, Chapter 17.10 Planned Unit Developments, and Section 17.10.010 Purpose: "The planned unit development ("PUD") process encourages flexibility and creativity in the development of land in order to improve the design, character, and quality of new development in projects that provide certain benefits to the public." The Applicant's three-part proposal encourages flexibility to achieve the following purposes of PUD's, as they are stated in Hailey's Municipal Code:

- "Encouraging more efficient use of land, public streets, utilities and government services,"
- "Achieving a compatible relationship between the uses in the planned unit developments, as well as the community in general," and
- "Encouraging the use of renewable resources and energy conservation measures."

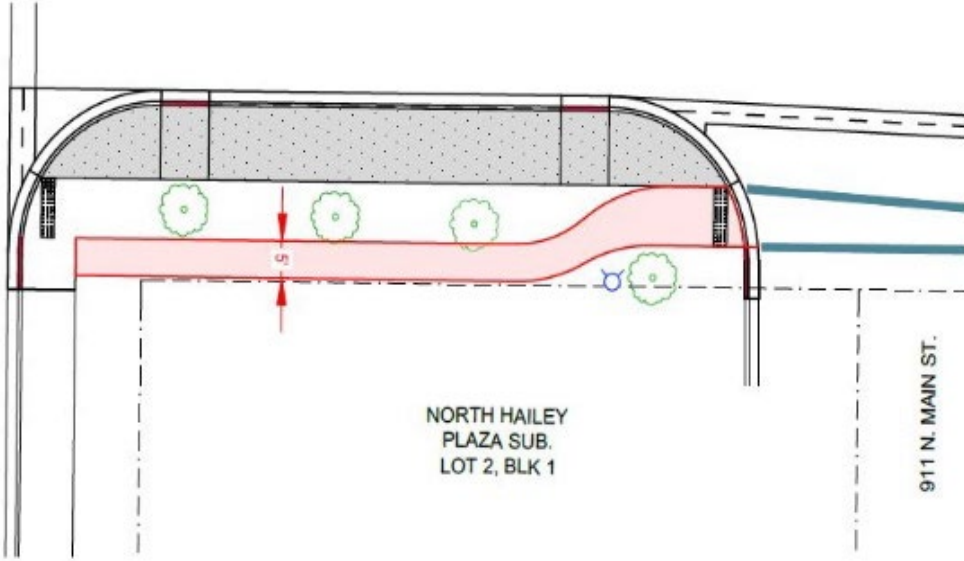
At the Council's public hearings on January 23, 2023, as well as March 13, 2023, it became evident that Albertson's was not offering to restrict the use of the property in perpetuity for operation of the recycling center, as would typically occur, because they are tenants, not owners, of the property in question. The Council continued the item to provide Staff and the Applicant with more time to finalize language within the PUD and Licensing Agreements that could possibly be approved. The Council shared concerns of term agreements less than perpetuity. The Applicant, however, being a tenant of the land, not the owner, could not commit to perpetuity.


Since March 2023, Staff and Applicant have been meeting internally to discuss alternatives and/or a path forward. Both the Applicant and City Staff have agreed that in exchange for Albertson's' offer to provide real property for the operation of a recycling center pursuant to the terms of the License

Agreement, the License Agreement shall continue in perpetuity thereafter so long as the City continuously uses the Premises for a recycling center. Details of this are noted in the attached agreement.

Council Discussion: The proposed changes by the Applicant have been reflected in the attached agreements. Staff encourages the Council to review and approve the PUD Application and Agreements as proposed or suggest amendments to the attached documents and/or stipulate Conditions of Approvals as needed.

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 proposed PUD site is in the Business (B) Zoning District and 3.01 acres or approximately 131,116 square feet in size, compliant with this standard.</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 Application has been filed jointly by the owners.</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>The Applicant has submitted a topographic survey of the contiguous parcels with legal descriptions of the contiguous parcels; name(s) of developer(s); streets, public and private; water main lines and sewer main lines; other utilities, including power, telephone, cable, and gas; grading and drainage; easements; and natural resources. No parks are identified on-site, nor are they required. No hazardous materials are identified, nor are they suspected.</i> <i>If approved, the final design will be reviewed and approved by the City Engineer—specifically for the Recycling Center fencing, pavement, and drainage on the McKercher Boulevard frontage; River Street curb cuts; and Main Street/State Highway 75 street trees and sidewalks. These have been made Conditions of Approval.</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 subject parcel and necessary public infrastructure are already developed. Access to the property can be achieved from the existing public streets— River Street, Main Street, McKercher Boulevard, and Granite Lane.</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 PUD will largely maintain the existing pedestrian infrastructure for access to Albertsons.</i>
C.1.c		Water main lines and sewer main lines shall be designed in the most effective layout feasible.
Staff Comments		<i>Water and Sewer services are existing and functional, no necessary improvements are anticipated.</i>

C.1.d	Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.
Staff Comments	<p><i>Power will be necessary for the proposed Recycling Center and accessed via an underground powerline along the perimeter of Sub Lot 2. Utilities to the existing Albertsons building are in place. Albertsons will complete utilities improvements as necessary for the proposed addition, and modifications will be compliant with Hailey Municipal Code and State Building Code.</i></p> <p><i>Per the proposed License Agreement, Albertsons will construct the ‘Recycling Improvements’ necessary for the new public center—improvements that include site grading, paving, curbing, striping, and electric utilities. Thereafter, the Licensing and Operations Agreement states that the City, or its designee, will install, maintain, repair, and replace all equipment necessary to operate the Recycling Center. While City Staff, or their designee, are amenable to general maintenance of the new center, the City requests that the Applicant assume winter plowing responsibilities. While a public amenity, this service is located on private property, and snow removal operations are in place on the adjacent site. To extend snow removal operations to this site would be an easier task for the Applicant than the City. The City Engineer will work with the Applicant to ensure that all utilities for the Recycling Center are designed and installed in the most effective layout feasible. This has been made a Condition of Approval.</i></p> <p><i>Additionally, City Staff encourages the Applicant to install a well-designed fence behind the recycling equipment and running parallel with the McKercher Boulevard sidewalk. In a recent approval by the Planning and Zoning Commission and City Council, the McKercher Boulevard sidewalk will be reconfigured to account for and retain the existing street trees in this area (see image below). The fence shall account for this reconfiguration, and a final design of the project shall be reviewed by City Staff prior to issuance of a Building Permit. This has been made a Condition of Approval.</i></p>  <p><i>Lastly, through internal discussions with the City of Hailey and as part of the PUD Application, the Applicant has agreed to replace fourteen (14) of the existing street trees along the Main Street/SH-75 property frontage that are in ill-health, dying, or dead. To</i></p>

	reduce premature aging and an early demise of these trees, tree well specifications and installation shall be held to City Standards. These trees shall also be reviewed by the Hailey Tree Committee for final approval. Any sidewalk improvements necessitated by the planting of new street trees will be reviewed by the City Engineer for final approval. This has also been made a Condition of Approval.
C.1.e	Park land shall be most appropriately located on the Contiguous Parcels.
Staff Comments	The landscape buffering and outdoor seating areas on the Main Street, River Street, and Granite Lane frontages satisfied this requirement when the parcel was developed in 2001. Additional new landscaping is proposed to help screen the proposed addition on the River Street frontage.
C.1.f	Grading and drainage shall be appropriate to the Contiguous Parcels.
Staff Comments	A final Grading and Drainage Plan will be reviewed and approved by the City Engineer prior to issuance of a Building Permit. This has been made a Condition of Approval.
C.1.g	Development shall avoid easements and hazardous or sensitive natural resource areas.
Staff Comments	N/A – No hazardous or sensitive natural resource areas exist onsite.
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	<p>The Applicant has submitted a License Agreement for the Recycling Center. The License Agreement enumerates the parties, purpose, responsibilities, maintenance, term, risk of loss, indemnification and insurance, rules, and notices associated with the Recycling Center. It is strongly preferred by Staff that the Applicant assume winter plowing maintenance of the site. Also attached is an Area Development Plan for the parcel.</p>  <p>Lot 3 10,000 s.f. F.F.E. = 34.70 ALBERTSON'S EXISTING 25,522 S.F. GROSS EXPANSION 1,150 S.F. GROSS EXPANDED TOTAL 26,672 S.F. GROSS PARKING SPACES REQUIRED: 27 PARKING SPACES PROVIDED: 28</p> <p>Tr. 'A' OFF-SITE CONST.</p> <p>LOT 5</p> <p>The Recycling Center Licensing and Operations Agreement is currently under review by the City Attorney. Any additional comments or concerns will be brought to the hearing.</p>

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 – The existing building and use—individual retail/wholesale trade— is mostly developed. Additionally, the use does not benefit from solar access to encourage energy efficiency for interior heating the way a residential use would.</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>The subject parcel is existing, and the public street system has been developed. Access to the property can be achieved from the public streets: River Street, McKercher Boulevard, Main Street, and Granite Lane. These access lanes have been reviewed by the Fire Chief as to their functioning as access lanes and have been found acceptable and compliant with the IFC.</i>				
F.		Underground Utilities: Underground utilities, including telephone and electrical systems, shall be required within the limits of all PUDs.				
Staff Comments		<i>All new utilities will be underground, this standard shall be 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 – The proposed project is not located adjacent to public lands.</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>The City Engineer is not requesting Right of Way improvements, beyond the street tree and sidewalk improvements agreed to for the Main Street/State Highway 75 frontage. An on-street, striped bike path is in place and sidewalk improvements for McKercher Boulevard are underway.</i>				
I.		Amenities: Each PUD shall provide one or more of the following amenities, commensurate with the size and density of the development, and commensurate with the modifications requested by the applicant, to ensure a public benefit:				
	I.1	<p>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><tr><td>For residential PUDs</td><td>A minimum of .05 acres per residential unit.</td></tr><tr><td>For non-residential PUDs</td><td>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.
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For non-residential PUDs	A minimum of 15% of the gross area of the proposed PUD.					
Staff Comment		<i>N/A – The proposed amenity, a public Recycling Center, is described below; as such, green space is not required.</i>				
	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.				
Staff Comment		<i>N/A – The proposed amenity, a public Recycling Center, is described below; as such, active recreational facilities are not required.</i>				

	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.					
Staff Comment		N/A – The proposed amenity, a public Recycling Center, is described below; as such, public transit facilities are not required.					
	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.					
Staff Comment		The Applicant proposes to maintain all vegetation on site and plant a variety of new trees and shrubs to screen the addition.					
	I.5	Wetlands: Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD.					
Staff Comment		N/A—The parcel is not located near any wetlands.					
	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.					
Staff Comment		N/A – The parcel is not located near the Big Wood River or its tributaries.					
	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.					
Staff Comment		N/A – The proposed amenity, a public Recycling Center, is described below; as such, community housing is not required.					
	I.8	Real Property: Dedication or conveyance of real property or an interest in real property to the city.					
Staff Comment		N/A – No real property is proposed for dedication.					
	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: <table><tr><td>For residential PUDs</td><td>A minimum of 100 linear feet per residential unit.</td></tr><tr><td>For non-residential or mixed-use PUDs</td><td>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		N/A – Sidewalk improvements were installed per City Standards, as part of the Design Review hearing in 2001. When the street trees on the Main Street/Highway 75 frontage are replaced, any necessary sidewalk improvements shall meet City Standards. This has been made a Condition of Approval.					
	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.					
Staff Comment		N/A – The proposed amenity, a public Recycling Center, is described below; as such, underground parking is not required.					
	I.11	Energy Consumption. All principal buildings within the PUD must comply with sustainable building practices, as follows: <table><tr><td>For residential PUDs</td><td>Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in</td></tr></table>		For residential PUDs	Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in		
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				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		N/A – This standard does not apply to existing buildings.			
	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		<p>The Applicant has submitted a PUD Application requesting the approval of a building addition to the existing Albertsons store, which is in excess of the permitted maximum for individual retail space within the Business (B) Zoning District. As a public amenity, Albertsons is proposing to utilize the adjacent 0.42-acre parcel (Sublot 2) as a new, public Recycling Center.</p> <p>As stated in Title 17 Zoning Regulations, Chapter 17.10 Planned Unit Developments, and Section 17.10.010 Purpose: “The planned unit development ("PUD") process encourages flexibility and creativity in the development of land in order to improve the design, character, and quality of new development in projects that provide certain benefits to the public.” The Applicant’s three-part proposal encourages flexibility to achieve the following purposes of PUD’s, as they are stated in Hailey’s Municipal Code:</p> <ul style="list-style-type: none">- “Encouraging more efficient use of land, public streets, utilities and government services,”- “Achieving a compatible relationship between the uses in the planned unit developments, as well as the community in general,” and- “Encouraging the use of renewable resources and energy conservation measures.” <p>Additionally, Hailey’s Comprehensive Plan identifies recycling as a public service and states the goal of increasing recycling access to the general population, see Section 9 Public Services, Facilities, and Utilities on Pages 40-41 of the Plan.</p>			
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>The following waiver is requested:</p> <ul style="list-style-type: none">• Waiver to the maximum floor area permitted within the Business (B) Zoning District for an additional 3% of square footage, totaling to 37,127 square feet of individual retail/wholesale trade. <p>The proposed waiver will accommodate the proposed 1,213 square foot building addition and replace the two (2) temporary structures, currently permitted under an active Conditional Use Permit for dry storage. With the COVID-19 pandemic in 2020 and corresponding supply chain issues, Hailey’s Albertsons was limited by available space to store product. Since then, the Applicant has extended their CUP annually.</p>			
17.10.040.01: DENSITY BONUS:					
A.		The following maximum increases in density may be granted only if one of the following conditions are met, and if no other density increase has been granted:			
	A.1	Ten percent (10%): Solar, wind, geothermal or other alternative renewable energy source will provide at least fifty percent (50%) of the total energy needs of the PUD.			
Staff Comment		N/A			

	A.2	Ten percent (10%): At least twenty five percent (25%) of the property included in the PUD is located in the floodplain and no development occurs within the floodplain.
Staff Comment		N/A
	A.3	Ten percent (10%): The developer of the PUD provides or contributes to significant off-site infrastructure benefiting the city (e.g., water tank, fire station).
Staff Comment		N/A
	A.4	Twenty percent (20%): The developer of the PUD provides or contributes to significant multi-modal infrastructure providing both vehicular and nonvehicular amenities benefiting the city and Wood River Valley.
Staff Comment		N/A
	A.5	Ten percent (10%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for silver certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.
Staff Comment		N/A
	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
	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
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
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 – No density transfer is requested.
17.10.040.05: Phased Development Allowed:		
The development of the PUD may be planned in phases provided that as part of the general submission, a development schedule is approved which describes:		
A.	Parcels: The parcels that are to be constructed upon in each phase and the date of each phase submission.	
Staff Comment		If approved, the Applicant plans to construct the proposed addition, provide for a new Recycling Center, and completed the associated site improvements, in one phase.
B.	Number of Units: The number of units to be built in each submission.	
Staff Comment		N/A
C.	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.	
Staff Comment		The Applicant plans to begin construction of the Recycling Center in 2023.

D.		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.
Staff Comment		<i>If approved, the Applicant plans to construct the proposed addition, provide for a new Recycling Center, and completed the associated site improvements, in one phase.</i>
17.10.040.06: Modifications to the Subdivision Standards:		
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.		
Staff Comment		<i>Sublots 2 and 3 are existing. During the subdivision process in 2001 and the Design Review process for the 2016 remodel, Albertsons, LLC, was required to improve streets, sidewalks, and parking areas.</i>
Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.		
A.		Standards of Evaluation
	A.1	The proposed development can be completed within one (1) year of the date of approval or phase according to a development schedule as submitted in accordance with Section 17.10.040.05 of this chapter and approved by the City;
Staff Comment		<i>This standard will be met according to the development schedule of the proposed project.</i>
	A.2	The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;
Staff Comment		<i>The existing public streets are adequate to carry the residential traffic generated from the proposed uses.</i>
	A.3	The PUD will not create excessive additional requirements at public cost for public facilities and services;
Staff Comment		<i>No excessive costs are anticipated from this project, rather the proposed public Recycling Center improvements will support and expand a public service.</i>
	A.4	The existing and proposed utility services are adequate for the population densities and non-residential uses proposed;
Staff Comment		<i>Utility services are available and are adequate to service the proposed uses.</i>
	A.5	The development plan incorporates the site's significant natural features;
Staff Comment		<i>The development plan maintains and adds to the existing landscaping, no other significant natural features exist on site.</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>N/A – A phased development is not proposed.</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 Section I of this report for further details.</i>
	A.8	All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and
Staff Comment		<i>Any new or existing exterior lighting shall comply with the standards of the Outdoor Lighting Ordinance.</i>
	A.9	The proposed PUD Agreement is acceptable to the applicant and the City.
Staff Comment		<i>A draft Licensing Agreement for the Recycling Center is attached.</i>

Summary: The Council shall conduct a public hearing according to the procedure set forth in Subsection 17.10.050.03A of this chapter. After hearing and review of the application, all supporting documentation and plans, and the recommendation of the Commission, the Council shall approve, conditionally approve, or deny the application.

Suggested Conditions:

1. The project shall receive Planned Unit Development approval subject to the conditions outlined in the PUD Development Agreement.
2. Waivers are hereby granted as follows:
 - i. Waiver to the maximum floor area for individual retail/wholesale trade areas permitted within the Business (B) Zoning District for an additional 3% of square footage, totaling to 37,127 square feet of individual retail/wholesale trade.
3. In exchange for the waivers granted, the Applicant shall provide community benefits through the provision of site improvements and land use for the public Recycling Center, as specified in the attached Licensing and Operations Agreement for the Recycling Center.
4. Winter plowing and maintenance operations of Sublot 2, the Recycling Center, shall be accounted for in the Recycling Center Licensing and Operations Agreement, as the responsibility of the Applicant.
5. This approval is subject to Design Review approval by the Hailey Planning and Zoning Commission and shall be so modified to match that approval.
6. The Landscape Plan shall promote a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional. The irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.
7. A well-designed fence shall be installed behind the recycling equipment and run parallel to the sidewalk along McKercher Boulevard. Final design shall be reviewed and accepted by the City prior to issuance of a Building Permit.
8. The existing street trees along Main Street/SH-75 shall be replaced by the Applicant. Tree well, planting, and tree species/size details shall be reviewed and accepted by the City prior to replacement. Where necessary, the Applicant will make sidewalk improvements for the replacement of these Street Trees.
9. The Hailey Tree Committee shall review and approve the proposed street tree species prior to installation.
10. The final design and Development Plan shall be reviewed by City Staff and approved by the City Engineer prior to issuance of a Building Permit.

Motion Language:

Motion #1

Approval: Motion to approve the Planned Unit Development (PUD) Application by Miller Kathleen Trustee and Sophie Nunberg Trust for construction of a 1,213 square foot building addition to Albertsons and a new 0.42-acre public recycling center for the City, to be at 911 North Main Street (Sublots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, and subject to the Conditions of Approval, 1-9, as noted.

Denial: Motion to deny the Planned Unit Development (PUD) Application by Miller Kathleen Trustee and Sophie Nunberg Trust, represented by Lee Young of CSHQA, for a 1,213 square foot addition to Albertsons and a new 0.42-acre public recycling center for the City, to be at 911 North Main Street (Sublots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts.

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

Motion #2

Approval: Motion to approve and authorize the mayor's signature on Resolution No. _____, a Resolution authorizing a Development Agreement and Licensing and Operations Agreement with Albertsons, LLC, pertinent to the PUD and operations of the Recycling Center, to be at 911 North Main Street (Sublots 2 and 3, Block 1, North Hailey Plaza) within the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, and subject to the Conditions of Approval, 1-9, as noted.

CITY OF HAILEY
RESOLUTION NO. 2023-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A DEVELOPMENT AGREEMENT AND LICENSING AND
OPERATIONS AGREEMENT WITH ALBERTSONS, LLC, REGARDING
ALBERTSONS' PLANNED UNIT DEVELOPMENT AND OPERATIONS OF THE
PROPOSED RECYCLING CENTER**

WHEREAS, the City of Hailey desires to enter into a Development Agreement with Albertsons, LLC, regarding the Albertsons, LLC, Planned Unit Development and Licensing and Operations Agreement pertinent to the Recycling Center; and

WHEREAS, the City of Hailey agrees to the terms and conditions of the Planned Unit Development Agreement and Licensing and Operations 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 ALBERTSONS, LLC, PLANNED UNIT DEVELOPMENT AGREEMENT AND LICENSING AND OPERATIONS AGREEMENT.

Passed this ____ day of _____, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (hereinafter "**Agreement**") is entered into this ___ day of _____ 2023, by and between the **CITY OF HAILEY, IDAHO**, a municipal corporation ("**City**"), **ALBERTSON'S LLC** (hereinafter "**Albertsons**"), a Delaware limited liability company, and **Kathleen Miller**, as Trustee the **Geoffrey D. Nunberg 2010 Trust dated May 13, 2010**, ("**Trust**"), each a "**Party**" and collectively, the "**Parties**".

RECITALS

- A. The City and Albertsons wish to enter into this Planned Unit Development Agreement ("**Agreement**") related to the redevelopment of certain real property (the "**Project**") in the City as described in this Agreement, as well as in the Licensing and Operations Agreement for the Recycling Center ("**License Agreement**") attached hereto as **Exhibit "A"** and incorporated herein by this reference, and
- B. Albertsons leases and maintains property located at 911 North Main Street, Hailey, Idaho (the "**Property**"). Albertsons operates a supermarket from the Property, and the Property is owned by Kathleen Miller, Trustee of Geoffrey D. Nunberg 2010 Trust, dated May 13, 2010, and
- C. Albertsons desires to increase the existing retail space of the store building on the Property (the "**Store**") from 35,914 square feet to 37,127 square feet in size. Albertson's submitted plans and specifications (the "**Plans**") to the City setting forth the details of this expansion on November 11, 2022. The Plans are under review by the City. This proposed improvement is an increase of three (3) percent to the current maximum floor area permitted for individual/retail areas. Albertsons is requesting that the City waive the existing maximum square footage (36,000 square feet) for individual/retail areas via an approved Planned Unit Development Application. By doing so, Albertsons will assist in advancing the City's recycling program as its community benefit, as outlined in Hailey's Municipal Code, Title 17, Chapter 17.10: Planned Unit Developments, and
- D. The City desires to advance the City's recycling program, demonstrate the City's commitment to a clean city and encourage its citizens to recycle and compost food waste, and
- E. Albertsons desires to participate in the City's recycling program, demonstrate its commitment to a clean city and encourage its customers to recycle and compost food waste, and
- F. The Parties desire to construct, operate, and maintain a recycling facility (hereinafter "**Recycling Center**"), in perpetuity, or as otherwise stated in an amended agreement, on a portion of the property in accordance with the terms of this Agreement, the License Agreement and the Findings of Fact, Conclusions of Law, and Decision ("**Findings**") dated _____.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

1. In exchange for the City's approval to exceed the otherwise required maximum square footage limitation of Albertson's retail Store as set forth in the Plans, Albertson's agrees to provide real property for the operation of a recycling center pursuant to the terms of the License Agreement.

2. In exchange for Albertson's agreement to provide real property for the operation of a recycling center pursuant to the terms of the License Agreement, the City grants Albertson's the right to expand the Store as set forth in the submitted Plans; provided Albertsons shall be bound by and shall comply with all of the conditions contained in the final approvals of the City, the Agreement, and this Planned Unit Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF HAILEY, IDAHO
a Municipal Corporation

By: _____
Martha Burke, Mayor

Attest: _____
Mary Cone, City Clerk

ALBERTSON'S LLC
a Delaware Limited Liability Company

By: _____
Bradley R. Beckstrom, Authorized
Signatory

The Geoffrey D. Nunberg 2010
Trust dated May 13, 2010

By: _____
Kathleen Miller, as Trustee

STATE OF IDAHO)
 ss.
County of Blaine)

On this day _____ of _____, 2023, before me, a Notary Public, in and for said County and State, personally appeared MARTHA BURKE, known or identified to me to be the Mayor of the City of Hailey, the municipality that executed the foregoing instrument, and acknowledged to me that such municipality executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____

STATE OF IDAHO)
 ss.
County of _____)

On this day _____ of _____ 2023, before me, a Notary Public, in and for said County and State, personally appeared Bradley R. Beckstrom, known or identified to me a Member of Albertson's LLC, an Delaware limited liability company, and known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____

STATE OF IDAHO)
 ss.
County of _____)

On this day _____ of _____ 2023, before me, a Notary Public, in and for said County and State, personally appeared Kathleen Mill, known or identified to me a Member of Geoffrey D. Nunberg 2010 Trust, and known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____

Exhibit "A"
License Agreement – To be attached

**LICENSING AND OPERATIONS AGREEMENT
FOR RECYCLING CENTER**

THIS License and Operations Agreement for the Recycling Center ("LICENSE AGREEMENT"), is entered into the ____ day of _____, 2023 ("**Effective Date**"), by and between the **City of Hailey** (hereinafter, the "**City**"), **Albertson's LLC** (hereinafter "**Albertson's**"), and **Kathleen Miller**, as Trustee the **Geoffrey D. Nunberg 2010 Trust dated May 13, 2010**, ("**Trust**"), each a "**Party**" and collectively, the "**Parties.**"

RECITALS:

- A.** Albertson's leases (the "**Albertson's Lease**") and maintains property located at 911 North Main Street, Hailey, Idaho (the "**Property**"). Albertson's operates a supermarket from the Property, and
- B.** The Property is owned by the Trust, and
- C.** The City desires to advance the City's recycling program, demonstrate the City's commitment to a clean city and encourage its citizens to recycle and compost food waste, and
- D.** Albertson's desires to participate in the City's recycling program, demonstrate its commitment to a clean city and encourage its customers to recycle and compost food waste, and
- E.** The Parties desire to construct, operate, and maintain a recycling facility ("**Recycling Center**") on a portion of the Property in accordance with the terms of this License Agreement, the Planned Unit Development Agreement ("**PUD Agreement**") attached hereto as **Exhibit "B"**, and the Findings of Fact, Conclusions of Law, and Decision ("**Findings**") related to the PUD Agreement issued by the City, and
- F.** The portion of the Property to be used as the Recycling Center is referred to herein as the "**Premises**," as such Premises are identified and shown on **Exhibit "A"**, and
- G.** In furtherance of Albertson's commitment to the City's recycling program, Albertson's will construct on the Premises the improvements as shown on **Exhibit "A"** attached hereto, which improvements will include site grading, paving, curbing, striping, electric utilities (which electric utilities shall include the appropriate electrical phase and voltage for the compactor, as well as conduit from the existing light poles over to the control pad for the compactor), (collectively, the "**Recycling Improvements**"), all in accordance with the plans and specifications for such Recycling Improvements submitted by Albertson's to the City on November 10, 2022 (the "**Plans**"), and
- H.** In furtherance of City's commitment to the City's recycling program, the City, or its designee, will install, maintain, repair, and replace all equipment necessary to operate the Recycling Center as depicted on **Exhibit "A"**, which equipment shall include the

recycling and food waste composting bins, and receptacles required to accommodate the use generated by the recycling activity from time to time (collectively, the “**Recycling Equipment**”).

NOW THEREFORE, in exchange for the mutual consideration set forth above, the Parties hereto agree as follows:

1. **Recitals**: The Recitals contained above are true, correct and are incorporated herein by reference.
2. **Construction of Recycling Improvements**: Upon the approval of the Plans by the necessary governmental agencies and issuance of the necessary building permits, the Recycling Improvements shall be constructed by Albertson’s on the Premises. The Recycling Improvements to be constructed and maintained by Albertson’s are specified by and in the approved Plans and shall include, without limitation, site grading, paving, curbing, striping, consistent with and similar to the grading, curbing, paving and striping on the Property adjacent to the Premises, electric utilities, which electric utilities shall include the appropriate electrical phase and voltage for the compactor, as well as conduit from the existing light poles over to the control pad for the compactor. Albertson’s obligation to maintain the Recycling Improvements shall terminate when Albertson’s’ Lease terminates.
3. **Provision of Recycling Equipment**: The Recycling Equipment shall be provided, installed, and maintained by the City, or its designee, at the City’s discretion, and at the City or designee’s sole cost and expense. The Recycling Equipment shall include the recycling and food waste composting bins, and receptacles required to accommodate the use generated by the recycling activity from time to time. The City shall not permit any liens to stand against the Premises or the Property for any maintenance or materials furnished in connection with the Recycling Equipment or the operation of the recycling center.
4. **Routine Cleaning**: The City, or its designee, agrees to keep the Premises in a clean, neat condition at all times and ensure that the recycling bins are properly monitored and emptied at appropriate intervals as agreed upon by Albertson’s and the City. The City shall not make any installations on the Premises which will damage or materially injure the property of Albertson’s or the Trust without the prior written consent of Albertson’s and the Trust. Notwithstanding the forgoing, so long as the Albertson’s Lease remains in effect, Albertson’s shall perform snow removal from the Premises in the same manner as Albertson’s performs snow removal for the remaining portion of the Property.
5. **Term**: The Term of this License Agreement shall begin upon the date that (a) the Plans are approved by the governmental agencies, and (b) the building permits are issued, as required to commence construction of the Recycling Improvements. This License Agreement shall continue in perpetuity thereafter so long as the City continuously uses the Premises for a

recycling center; provided the City may cease using the Premises for a recycling center at any time and terminate this License by providing Albertson's and the Trust thirty (30) days written notice of such termination. Upon termination of this License Agreement, the City will remove all infrastructure related to recycling and composting, the Recycling Equipment and restore the Premises to its original condition at its sole cost and expense. In the event the Plans are not approved, or the building permits are not issued within sixty (60) days from the Effective Date, this License Agreement shall terminate.

6. Risk of Loss: City has the sole responsibility for the recycle and food waste composting bins, and neither Albertson's nor the Trust shall not be liable to City for theft, loss, or damages to the recycle bin.

7. Indemnification and Insurance:

7.1 Indemnification. Subject to the limitations of Idaho Law, including Article VIII § 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code Title 6 Chapter 9), City hereby indemnifies, holds harmless and agrees to defend Albertson's and the Trust from and against all demands, liabilities, claims, damages, causes of action or judgments, and all reasonable expenses (including, without limitation, reasonable attorneys' fees, and reasonable investigative and discovery costs), on account of injury to persons, loss of life, or damage to property arising from or connected with use of the Recycle Equipment and Recycling Center.

7.2 Insurance. The City shall maintain at its sole cost and expense at least the following insurance covering its obligations under this paragraph and naming Albertson's and the Trust as an additional insured:

- (a) General Liability for injury to person and damage to property in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence for claims arising under the Idaho Tort Claims Act and Three Million Dollars (\$3,000,000) for all other claims.
- (b) Comprehensive Automobile Liability for owned, hired and non-owned vehicles in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit for each accident.
- (c) Workers' Compensation coverage as required under workers' compensation state laws in an amount not less than statutory limits.
- (d) Employers' Liability in an amount not less than One Million Dollars (\$1,000,000.00) for each accident or each employee for disease.
- (e) State unemployment insurance as required by law and any other insurance that may be required by law with respect to City's employees.

Such insurance shall be issued by one or more insurance carriers acceptable to Albertson's and the Trust and licensed to do business in the State of Idaho and can be in the form of umbrella coverage. Upon execution of this License Agreement, Licensee

shall provide Albertson's and the Trust with a Certificate of Insurance which shall indicate all insurance coverage required by the provisions herein.

8. Observation of Rules: At all times while on the Premises, all agents, assigns, subcontractors, and employees of City will observe all reasonable rules and regulations which Albertson's may prescribe for the protection of the public, its personnel and property, including but not limited to safety rules and provisions against smoking.

9. Notices: All notices, certifications, or communications required by this License Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective Parties as follows:

If to City:	City of Hailey Public Works Director Attn: Brian Yeager 115 South Main Street Hailey, ID 83333
If to Albertson's:	Albertson's PO Box 20 Boise, ID 83726 Attn: Legal Dept. – Real Estate Law
If to the Trust:	Kathleen Miller, Trustee Geoffrey D. Nunberg 2010 Trust 370 Fair Oaks Street San Francisco, CA 94110

10. Attorneys' Fees. In the event any party brings an action at law or in equity to enforce or interpret this License Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

11. Not a Partnership: The provisions of this License Agreement are not intended to create, nor shall they be in any way construed to create a joint venture, a partnership, or any other similar relationship between the Parties. The City acknowledges that it is an independent contractor and that it will be acting as an independent contractor in fulfilling its obligations under this License Agreement.

12. Assignment: This License Agreement shall not be assigned by any party without the prior consent of the other Parties.

13. Reference to Parties: Each Reference herein to the Parties shall be deemed to include

their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

14. Waiver: The failure or delay of any party at any time to require performance by another party of any provision of this License Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of the License Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this License Agreement. No notice to or demand of any party in any circumstances shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

15. Governing Law: This License Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Idaho and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Idaho.

16. Severability of Illegal Provisions: Wherever possible, each provision of this License Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of the License Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this License Agreement.

17. Section Headings: The section headings herein are included for convenience only and shall not be deemed to be a part of this License Agreement.

18. Rights of Third Parties: Unless expressly stated herein to the contrary, nothing in this License Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this License Agreement on any person other than the Parties and their respective legal representatives, successors and permitted assigns. Nothing in this License Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this License Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this License Agreement.

19. Amendment: No amendment to this License Agreement shall be effective except those agreed to in writing and signed 'by authorized officers of all of the Parties to this License Agreement.

20. Entire Agreement: This License Agreement, including exhibits, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this License Agreement.

21. Counterparts: This License Agreement may be executed in counterparts, each of which shall be an original and all of which constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License Agreement on the date set forth above.

CITY OF HAILEY, IDAHO
a Municipal Corporation

By: _____
Martha Burke, Mayor

ALBERTSON'S LLC
A Delaware Limited Liability Company

By: _____
Bradley R. Beckstrom
Authorized Signatory

The Geoffrey D. Nunberg 2010
Trust dated May 13, 2010

By: _____
Kathleen Miller, as Trustee

EXHIBIT "A"

Site Plan – to be attached.

EXHIBIT “B”

PUD Agreement – to be attached.

Exhibit “A”
License Agreement – To be attached.

EXHIBIT "A"

Site Plan – to be attached.

EXHIBIT “B”

PUD Agreement – to be attached.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 07/10/2023 **DEPARTMENT:** Admin/Leg

DEPT. HEAD SIGNATURE: LH/CPS

SUBJECT: Consideration of an ordinance prohibiting feeding of wildlife, with exceptions within City Limits. Proposed is an ordinance that will make feeding of wildlife in the City of Hailey, first offense and infraction, second offense a misdemeanor.

AUTHORITY: City's authority and duty to protect health, safety and welfare of the public.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: This issue arose from citizen complaints about a continuing wildlife feeding operation taking place on both public property, an alley right-of-way, and private property, that was drawing herds of elk and deer to a densely populated residential neighborhood. The animals were causing damage to personal property and causing safety concerns to people. The known feeding operation was an encroachment, without a permit, but could be seen as lawful, if limited to private property. An enforcement letter was sent out, and consideration of long-term solution undertaken. Other Idaho cities have adopted ordinances prohibiting wildlife feeding within city limits. Idaho Fish and Game has general regulatory authority and has not issued rules or legislation that prohibits private feeding; but has adopted general policy statements strongly discouraging private feeding operations and limiting Department authorized feeding to limited situations. The issue was brought before council in late Spring of 2023, as new business, and appeared to be generally supported.

<https://idfg.idaho.gov/conservation/winter-feeding>
<https://idfg.idaho.gov/conservation/winter-feeding/policy>

The attached was circulated among staff for comment. IDFG has been invited to comment.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____
Estimated Hours Spent to Date: _____
Staff Contact: Christopher Simms
Comments:

YTD Line Item Balance \$ _____
Estimated Completion Date: _____
Phone # _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Ordinance No. _____, Amending Title 6 of Hailey Municipal Code, by adding Chapter 6.10, prohibiting feeding wildlife and providing penalties therefore, and to have a first reading thereof, by title only.

FOLLOW-UP REMARKS:*

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 6 OF THE HAILEY MUNICIPAL CODE, BY ADDING A NEW CHAPTER 6.10., PROVIDING A PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PROHIBITION, WITH EXCEPTIONS, TO FEEDING WILDLIFE WITHIN CITY LIMITS, PROVIDING A PENALTY; 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 State of Idaho, Idaho Fish and Game Commission, and Idaho Department of Fish and Game, pursuant to Idaho Code Section 36-101 et seq have and hold the lawful authority to administer policy regarding wildlife, but have not wholly displaced and preempted certain local regulation, as it might concern public health and safety, and

WHEREAS, the Commission has issued Idaho Administrative Code Section 13.01.18.100 wherein it is stated, “The Commission does not sanction widespread supplemental feeding programs. Additionally, supplemental feeding concentrates big game animals, making deer and elk susceptible to spreading or contracting Chronic Wasting Disease (CWD), as well as other diseases transmissible to livestock....”, and

WHEREAS, it is believed that the presence of concentrated numbers of big game animals as a result of feeding operations attracts predator species that pose a human safety concern, and

WHEREAS, the presence of concentrated big game wildlife in the City of Hailey increases the risk of automobile animal collision, and therefore poses a risk to human safety, and damage to ornamental planting.

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

Section 1. Title 6 of the Hailey Municipal Code is hereby amended by the addition of a new Chapter 6.10, as follows:

6.10.010: PURPOSE

This chapter is passed to promote the health, safety and welfare of the residents and visitors of the city and protect the properties of such persons by establishing a prohibition against feeding wildlife.

6.10.020: DEFINITIONS

A. “Attract” means to intentionally use any substance, including, but not limited to, food, garbage, or salt lick, that draws wildlife to a particular location.

B. “Feed” means a substance composed of grain, mineral, salt, fruit, vegetable, hay, or any other food material or combination of these materials, whether natural or manufactured, that may attract wildlife.

6.10.030: FEEDING/ATTRACTING WILDLIFE DECLARED UNLAWFUL:

A. It is unlawful for any person to intentionally or knowingly feed or attract wildlife, (wild or habituated) except birds and squirrels, by placing, depositing, distributing, storing, or scattering food, edible material, garbage, or other attractant, with the intent to lure, attract, entice, or feed wildlife.

B. Applicability: This chapter applies to all areas within the City of Hailey.

C. Exceptions: This chapter does not apply to:

1. Public employees or their authorized agents acting pursuant to State of Idaho Wildlife management plans or acting within the scope of their authority for the Public Safety of Big Game Management/Wildlife purposes, or conducting authorized emergency winter feeding operations,

or otherwise carrying out authorized baiting, feeding, or trapping activities in accordance with wildlife management practices.

2. Any authorized facilities/individuals acting pursuant to State of Idaho and City of Hailey permits and licenses responsible or charged with the care of wildlife (i.e. zoos, rehab facilities, or authorized and licensed wildlife rehabilitators).

3. Edible material located in a residence, closed vehicle, fully enclosed storage structure, or in an enclosed trash container.

4. A person feeding their own domestic animals including dogs, cats, chickens, horses, and livestock or a person feeding their own domestic waterfowl, pheasants, chukars, turkeys, and other animals as allowed by the Idaho Department of Agriculture rules and with the appropriate permits, if necessary.

5. Ornamental plants, vegetable gardens, fruit-bearing trees, flower gardens, lawn, naturally growing vegetation (both native and non-native species), native vegetation species intentionally cultivated, and the part of those plants or trees and the fruit/berries that fall to the ground from them.

6. Compost piles that are fully contained and made inaccessible to wildlife.

D. Enforcement: A City of Hailey Animal Control officer, a Hailey Police Officer, or any other State of Idaho certified Peace Officer may investigate and issue a warning or citation for a violation of this ordinance.

6.10.040: VIOLATION; PENALTY: Any person violating any provision of the chapter, for a first offense is guilty of an Infraction, punishable upon conviction by a fine of one hundred

dollars (\$100.00). Any person violating the provisions of this chapter after having been convicted of an infraction shall be guilty of a misdemeanor and be fined not more than one thousand dollars (\$1,000) and imprisoned in the county jail for a period of not more than six (6) months, or by both such fine and imprisonment.

Section 3. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 4. Repealer Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after the statutorily required readings, 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

Jessica Parker

From: Lisa Horowitz
Sent: Thursday, July 6, 2023 12:06 PM
To: Jessica Parker
Cc: Mary Cone
Subject: FW: Wildlife Feeding Ordinance Public Comment

Please add this public comment into the Wildlife package.

Lisa

Lisa Horowitz
CITY ADMINISTRATOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-788-4221
CELL: 208-727-7097

From: Brian Sturges <noreply@haileycityhall.org>
Sent: Sunday, March 26, 2023 9:24 AM
To: Lisa Horowitz <lisa.horowitz@haileycityhall.org>
Subject: Send Us a Message new submission

03/26/2023

Name
Brian Sturges
Phone
(208) 720-0371
Email
bsmagpie@cox.net
Message
<p>Hi Lisa,</p> <p>I heard through the "bird wire" that the council is considering some changes to the code for feeding birds in Hailey. I'm very aware of the issues surrounding the effects feeding has on wildlife both positive and negative. Before the council takes a too heavy handed approach, I would suggest an educational campaign. I used to feed the birds year around when I lived in West Hailey but now that we are up on "Elk" central in OldCutters, I limit my feeding to late April through October. Even though I get up to 100 elk walking through my yard browsing on my landscape, I don't have them setting up winter residence in the yard.</p> <p>Here's some thoughts:</p> <p>Birds do not need to be fed in the winter or any other time for that matter but many people enjoy seeing the birds in their yards . By feeding you may increase the carrying capacity of an area but not by much. Bird feeders allow humans a closer look at the behaviors of birds and also the birds return the favor by pollinating and getting rid of insect pests. The birds that are here in the winter have evolved to survive on the natural food supplies, the others have migrated away for the winter.</p> <p>If you are feeding birds in the winter, stop when you see evidence of deer or elk using your feeders or eating the seed on the ground. Elk especially are very destructive and will turn a \$100 bird feeder into a pile of rubble in minutes.</p> <p>Don't feed the deer and elk. No fruit, no hay pellets, no open compost piles.</p> <p>No outdoor cats. They will only last a season before they are eaten.</p> <p>Thanks for listening Lisa. Please feel free to contact me for any bird related issues.</p> <p>Brian Sturges</p>

931 CD Olena Dr
Hailey

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 7-10-2023 **DEPARTMENT:** ADMIN/PW/CDD **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration of:

- 1) Resolution 2023-__, a resolution outlining a Memorandum of Understanding (MOU) with ARCH for a Locals Only Deed Restriction Pilot Program and
 - 2) Resolution 2023-__, a resolution adopting the associated form (Community Housing Deed Restriction Covenant) to be used on future Deed Restrictions of Locals Only Deed Restriction
-

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

ATTACHMENTS TO THIS REPORT:

- 1) Resolution 2023-__ and MOU with ARCH regarding Locals Only Deed Restriction Program
- 2) Resolution 2023-__ and Locals Only Deed Restriction

COUNCIL DISCUSSION FROM JUNE 26, 2023

The information below was presented to the Council on June 26, 2023. After discussion, the Council directed staff to prepare documents for the next City Council meeting. Also noted in italics is feedback from the Council at that meeting.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey identified Housing as one of the top priorities in the FY 2022 Municipal Budget, earmarking \$500,000 towards housing efforts. This priority was confirmed in the Mayor/Council Goal Setting session in April 2023. Hailey is operating under the following interim Housing Policy:

The City of Hailey is committed to the following housing goals:

- 1) Work with existing and new employees who are struggling to find housing, are housing-burdened in their current housing situation and/or wish to move on the continuum towards home ownership.***
- 2) Partner with housing organizations, local governments and others to increase community housing supply.***
- 3) Strengthen and/or expand our partnerships with new and emerging community housing providers, including both rental and for-purchase housing.***
- 4) Work with area employers on securing employee and community housing, particularly Hailey employers.***
- 5) Continue to implement code changes that increase local community housing and market opportunities, and to modernize Hailey Codes so that housing opportunities are available, accessible and affordable to all.***
- 6) Continue to promote housing diversity by enabling the production of a wide variety of housing types in applicable zoning district.***

The \$500,000 for FY 2022 has been expended on the purchase of two diverse housing units: a townhouse on River Street and a Tiny Home on Wheels to be placed behind the Hailey Fire Station. In

addition to the expenditure of funds directly on housing, staff having prioritized affordable housing in all planning efforts to obtain an additional unit now owned by an employee with a permanent deed restriction. Furthermore, at least two multi-family rental projects are in the pipeline that will provide locals only deed restrictions.

Staff continues to research investment possibilities for the City of Hailey regarding housing for locals that “spreads” the allocated funds towards as many Hailey residents in need as possible. Under consideration is a new Hailey program that would restrict sale and occupancy only to those working in the local economy. Current programs provide rental and “for sale” units on an income limited basis, but do nothing for necessary, higher earning professional workers. This program would be distinguished from the “pathway to home ownership” program being implemented in Ketchum. .

The Blaine County Housing Authority (BCHA) has a Deed Restriction Category designed as a more flexible type of deed restriction, called “Category L, or “Locals Only”. The definition from the BCHA Community Housing Guidelines can be found here:

23. Local – As it relates to Community Housing, is an individual, employed, retired, or disabled, who resides within Blaine County.

12. Full Time Employee - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training.

This category of Deed Restriction can be considered a “lite” deed restriction, as it DOES NOT limit the sales price of the unit; it only LIMITS THAT THE UNIT MUST BE SOLD TO A “LOCAL”.

Key components of the Hailey/ARCH Proposed Locals Only deed restriction include:

HAILEY/ARCH Pilot Permanent Locals Only Deed Restriction

- At least one adult in the household must work “full-time” (1,500 hrs. / year) in Blaine County
- Exceptions for retirement, disability etc.
- The unit must be Owner-occupied; 9-month min.
- Program allows for a 1-year rental to local; no short-term rental.
- No maximum appreciation cap on the unit resale value
- Cannot own other real property
- Total assets for a Qualified Buyer must be less than \$500,000 as defined in the documents

ARCH and Hailey staff have been discussing a pilot program. The program concept envisions ARCH and Hailey entering into a contract for service wherein ARCH buys the unit, a permanent “Category L” Locals Only Deed Restriction is placed on the unit, and then the unit is resold to a qualified buyer. The communities in other resort areas with similar programs have found that the resale of a “Category L Locals Only Deed Restricted Unit falls between 10 and 20% lower than market value.

Here is an example of how this works:

1. Unit for sale to ARCH at \$380,000.

2. ARCH/Hailey place a permanent Locals Only Deed Restriction on the unit. For purposes of the pilot program, staff is assuming that the “cost” of that deed restriction is 20% of the home value. 20% of \$380,000 = \$76,000.
3. Home is sold to a qualified buyer for the original purchase price less the value of the deed restriction: \$380,000- \$76,000 = \$304,000.
4. The \$76,000 is a permanent investment in the Locals Only Deed Restriction.
5. A qualified buyer invests in the unit for \$304,000. If the buyer decides to sell in the future, they can only sell to a qualified local, but the price of their resale is not restricted.

Staff and ARCH are suggesting that the permanent investment in the deed restriction on the unit would be the City of Hailey Commitment. In the example above, Hailey’s investment would be \$76,000. (Note that 6-10% of the sales price should be set aside in addition to cover closing costs, title and real estate commissions). This would equal \$4,560-\$7,600 in addition for a total cost of \$80,560 to \$83,600.

Councilmembers at the June 26, 2023, meeting requested the need to know more detail about the selected unit(s) prior to moving forward. The attached Memorandum of Understanding outlines that the Council shall approve each unit prior to purchase.

The Council should discuss if they wish to commit to one unit under the pilot program (\$100,000) or two units (\$200,000). A specific Contract for Services would be brought back for the unit(s). If approved this fiscal Year, funds would be allocated out of unspent Capital funds. (These funds are available due to a variety of capital projects not ready for construction at this time). Alternatively, the Council could choose to wait until the next Fiscal Year when specific funds will be allocated to the Housing Capital line item.

Attached are the proposed Memorandum of Understanding and the associated form (Community Housing Deed Restriction Covenant) to be used on future Deed Restrictions.

ADDITIONAL BACKGROUND KETCHUM/BCHA PROGRAMS

The Blaine County Housing Authority/City of Ketchum and the City of Hailey have been exploring options for programs that expand the path to home ownership. The Ketchum program under discussion would allow individual homeowners to be compensated for the permanent placement of a “Locals Only” deed restriction on their home, and/or purchase of units by employers or other investors. Background on the program under consideration in Ketchum can be found here:

<https://mccmeetings.blob.core.usgovcloudapi.net/ketchid-pubu/MEET-Packet-5e3abdd99cb4bcb0daefcd5e80ca88.pdf>

Under consideration in Ketchum is the distribution of \$1 million in LOT funds towards a program that addresses the pathway to home ownership over the next two (2) years.

As noted in the Ketchum Council packet, the following mountain communities have variations of this program:

- Vail (Vail InDEED)
- Summit County & Breckenridge (Housing Helps)
- Teton County & Jackson, WY (Preservation Program)
- Truckee (Home Access Program)

- Placer County (Workforce Housing Preservation Program)
- Mountain Village (YES Incentive Program)
- Big Sky Community Housing Trust (GOOD DEEDS)
- Park City (Live Park City)

The communities listed above have found that the resale of a "Category L Locals Only Deed Restricted Unit falls between 10 and 20% lower than market value.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

This program will be funded with the Housing Capital Fund. The \$500,000 allocated in the FY 23 Housing Capital Fund have been fully expended. Funds can be borrowed from other incomplete capital projects if the Council wishes to proceed this fiscal year.

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:

- 1) Motion to approve Resolution 2023-__, a resolution outlining a Memorandum of Understanding with ARCH for a Locals Only Deed Restriction Pilot Program, and;
- 2) Motion to approve Resolution 2023-_, a resolution adopting the associated form (Community Housing Deed Restriction Covenant) to be used on future Deed Restrictions of Locals Only Deed Restriction.

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

*Additional/Exceptional Originals to:

Copies (all info.):

Copies (AIS only)

Instrument # _____

CITY OF HAILEY
RESOLUTION NO. 2023-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO ENTER
INTO A MEMORANDUM OF UNDERSTANDING WITH ARCH COMMUNITIY
HOUSING TRUST FOR A PILOT CATEGORY L HOUSING PROJECT**

WHEREAS, the City and ARCH agree that community workforce housing for the Hailey community is a top priority; and

WHEREAS, City of Hailey has entered into numerous agreements with ARCH for a variety of deed and rent-restricted Housing Units in Hailey; and

WHEREAS, as of January 2023, ARCH managed 125 of Hailey's 505 community housing units; and

WHEREAS, the City of Hailey desires to enter into an Memorandum of Understanding (MOU) with ARCH Community Housing Trust for a Pilot Category L Housing Project.

WHEREAS, the City of Hailey and ARCH have agreed to the terms and conditions of the MOU, 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 MOU with ARCH Community Housing Trust.

Passed this 10th day of July, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

MEMORANDUM OF UNDERSTANDING
Between
ARCH COMMUNITY HOUSING TRUST And
THE CITY OF HAILEY

Category L Deed Restriction Pilot Project

This Memorandum of Understanding (MOU) for mutual participation and funding of a Category L Deed Restriction Pilot Project is hereby entered into by and between ARCH Community Housing trust and the City of Hailey (Hailey), hereinafter be collectively referred to as the "Parties."

1. Purpose:

The Parties have agreed to collaborate and coordinate efforts to pursue investment possibilities for the City of Hailey regarding housing for locals that "spreads" the allocated funds towards as many Hailey residents in need as possible. Under consideration is a new Hailey program that would restrict residential unit sale and occupancy only to those working in the local economy. Current programs provide rental and "for sale" units on an income limited basis, but do nothing for necessary, higher earning professional workers.

The Blaine County Housing Authority (BCHA) has a Deed Restriction Category designed as a more flexible type of deed restriction, called "Category L, or "Locals Only". The definition from the BCHA Community Housing Guidelines is as follows:

23. Local – As it relates to Community Housing, is an individual, employed, retired, or disabled, who resides within Blaine County.

12. Full Time Employee - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training.

2. Program Components

A. Buyer Criteria: HAILEY/ARCH Pilot Permanent Locals Only Deed Restriction

- At least one adult in the household must work "full-time" (1,500 hrs. / year) in Blaine County
- Exceptions for retirement, disability
- The unit must be Owner-occupied; no short-term or vacation rentals
- Program allows for room rental to local workers

- No maximum appreciation cap on the unit resale value other than L Deed Restriction
- Cannot own other realproperty
- Total assets must be less than \$500,000 as defined in the Category L Deed Restriction

B. Identification of properties.

The parties will seek properties in Hailey that can be tailored towards the Buyer Criteria outlined above. When a property is identified, it shall be brought to the Parties for consideration following notice and procedure as required by Idaho Law.

C. Execution and Funding.

The City of Hailey, upon mutually satisfactory identification of property as referenced above, is committed to purchasing the deed restriction “buy down” value of the identified property, in the amount of twenty (20%) of the purchase price thereof, and together with ARCH record said Category L Deed Restriction. ARCH is committed to expending the remainder of the purchase price and administering sale and resale to qualified buyers, and qualified households in perpetuity.

3. 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 Martha Burke
City of Hailey

Date

Attest:
City of Hailey Clerk

Michelle Griffith, Executive director
ARCH Community Housing Trust

Date

Attest:

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 **Martha Burke**, 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.

Notary Public for Idaho
Residing at: _____

(seal)

Commission Expires: _____

Michelle Griffith, Executive director
ARCH Community Housing Trust
STATE OF IDAHO)
) ss
County of Blaine)

Date

On this ____ day of _____, 2023, before me, the undersigned, a notary public for the State of Idaho, personally appeared **Michelle Griffith**, 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: _____

CITY OF HAILEY
RESOLUTION NO. 2023-__

**RESOLUTION OF THE CITY COUNCIL FOR THE ADOPTION OF THE CITY OF
HAILEY CATEGORY L COMMUNITY HOUSING DEED RESTRICTION**

WHEREAS, the City has identified that community workforce housing for the Hailey community is a top priority; and

WHEREAS, City of Hailey is actively exploring a variety of deed restrictions in order to broaden community housing programs to different types of local buyers; and

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding (MOU) with ARCH Community Housing Trust for a Pilot Category L Housing Project.

WHEREAS, the attached Deed Restriction can be used for the ARCH Pilot Project as well as for other suitable housing projects in Hailey where Category L housing is deemed appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey adopts the attached Category L Community Housing Deed Restriction.

Passed this 10th day of July, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Recording Requested By
and When Recorded
Return to:

City of Hailey
Attn. City Clerk
115 S. Main, Ste H
Hailey Idaho 83333

&

COMMUNITY HOUSING DEED RESTRICTION COVENANT

(LIMITING HOUSEHOLD OWNERSHIP AND RESIDENCE TO LOCAL ECONOMY PARTICIPANT)

This COMMUNITY HOUSING DEED RESTRICTION COVENANT(S) (“Covenants”) is made and is effective as of the first day of recording of the Covenant (“Effective Date”), by and between _____, an _____ (“Declarant” or “Owner”), its successors and assigns (all “Purchaser(s)” of the described real property in perpetuity, also hereinafter referred to as “Home Owner” or “Owner”) and the CITY OF HAILEY, an Idaho municipal corporation, (“HAILEY” or “the City of Hailey”), and or its assigns, forever affecting title to real property located and commonly referred to as _____ (address) _____, more particularly described hereinafter in Exhibit A, and

Section 1: Background.

1.1 This Community Housing Deed Restriction Covenant is created pursuant to a Planned Unit Development Agreement (----or-----) entered into on or about the ____ day of _____ 202__ and recorded with the Blaine County Recorder of Deeds as Instrument # _____ (-----or-----), to satisfy a condition of approval, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

1.2 Pursuant to the terms and conditions of this Covenant, Declarant hereby grants to HAILEY an interest in the Real Property herein described. This interest shall allow HAILEY to administer the terms and conditions of this Covenant but shall not be construed to impair the ability of a mortgagee to remedy a default or foreclose under the terms of a mortgage and/or deed of trust. Notwithstanding HAILEY's interest in the Property, the Declarant, and or its assigns, remain, and are or is the sole owner of a fee simple estate in the Property.

1.3 Declarant and HAILEY hereby agree the Property shall be exclusively and permanently dedicated for use and occupancy by an Owner as outlined in in this Covenant.

1.4 Terms not otherwise defined in this Covenant shall have the meaning ascribed to such terms in Section 2.

Section 2: Definitions.

2.1 "HAILEY" is the City of Hailey, an Idaho municipal corporation, and its successors and assigns, which may include any non-profit corporation whose mission is supporting, developing and or administering community housing needs in Blaine County, Idaho. In the event Hailey assigns its rights hereinunder, it shall provide written notice to the Owner or homeowner, together with current contact information to include an email address, a phone number, physical and mailing address.

2.4 An "Owner" is either Declarant during Declarant's initial ownership of the Property, a Qualified Buyer who acquires fee simple absolute title to the Property or is a Qualified Occupant who rents all or any portion of the Property.

2.5 The "Property" is that certain real property described in Exhibit "A" attached hereto and incorporated herein. For purposes of this Covenant, the Property shall include, without limitation, all estates, rights, title, and interest in and to the Property, at law and in equity, and all buildings, structures, appurtenances, improvements and fixtures associated therewith or attached thereto from time to time.

2.6 "Person" means a natural human being, not any type of entity.

2.7 "Principal Place of Residence" means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's Principal Place of Residence, the criteria set forth in I.C. § 34-107 shall apply.

2.8 "Qualified Household" means one Qualified Resident or a group of persons that contains at least one Qualified Resident. A Qualified Household may have occupants that are not Qualified Residents as long as at least one occupant is a Qualified Resident, and household net worth meets Qualified Resident standards provided in paragraph 2.10 hereinbelow.

2.9 "Qualified Resident" means a person who works an average of fifteen hundred (1500) hours or more per year at a business in Blaine County, Idaho that holds a valid and current business license, pays sales taxes, and is otherwise generally recognized as a legitimate business. Government and non-profit organizations qualify as employment with a business in Blaine County. Exceptions to the employment requirement apply to persons with a verified, genuine offers of such employment, who otherwise qualify. A person remains a qualified resident if after ownership said person retires from, or becomes disabled from qualifying employment.

2.10 "Qualified Buyer" is a person or group of people meeting and in full compliance with the qualifications and conditions set forth herein, by virtue of employment in Blaine County as set

forth hereinabove, owns no other real properties upon taking title to the deed restricted unit contemplated herein, and can demonstrate a maximum net worth of no more than five hundred thousand dollars (\$500,000.00). (Five Hundred Thousand Dollars buying power may decline or rise over time, and shall be calculated using the US Bureau of Labor Statistics “CPS Inflation Calculator” or similar recognized tool in place at the time of calculating qualification compared to the date of adoption hereof) The qualified buyer must also have a complete and current application on file with HAILEY, its assigns or a then affordable community housing non-profit doing business in Blaine County, at the time a contract for the Sale of the Property is entered into between an Owner and the Qualified Buyer. The City of Hailey, and any non-profit corporation in the business of supplying, maintaining and administering affordable community housing in Blaine County may also be a deemed a qualified buyer.

2.11 “Net Worth” is the total value of all assets of the residents of a qualified buyer, minus any liabilities.

2.12 “Sale,” “Sale of” or “to Sell” the Property shall include, without limitation, any transfer, purchase, sale, conveyance, grant, gift, bequest, or devise, by merger, consolidation, dissolution, operation of law or otherwise, of the Property or any interest therein, in whole or in part. The terms Sale, Sale of or to Sell the Property shall not include any grant of easement or partial conveyance for utility or public right-of-way purposes. The terms Sale, Sale of or to Sell the Property shall not include any grant of a security interest in the Property either by mortgage, deed of trust or otherwise, but shall include a Sale due to foreclosure or acceptance of a deed in-lieu of foreclosure.

Section 3: Transfer.

3.1 Except as expressly set forth in this Covenant, Owner may only Sell the Property to a Qualified Buyer. Any Sale of the Property must comply with this Covenant. Any Sale of the Property not in compliance with this Covenant is void. The City of Hailey retains a first option to purchase the property.

3.2 At such time as an Owner seeks to sell the Property, Owner shall complete, execute and deliver to HAILEY or its assign, a Notice of Intent to Sell. Upon receipt of the Notice of Intent to Sell and Owner’s compliance with the terms of the Notice of Intent to Sell, HAILEY or its assign shall notify Owner whether it or its assigns will exercise its first option to purchase and or provide Owner with Qualified Buyers, first right of purchase always residing with an employee of the City of Hailey qualified buyer. Owner shall then offer the Property for Sale to any and all the Qualified Buyers including those provided by HAILEY or its assign, until an agreement is reached with a Qualified Buyer for the Sale of the Property.

3.3 In the event HAILEY becomes the fee owner of the Property, such conveyance of the fee interest to HAILEY shall not work a merger of the interests of HAILEY as to the Property and this Covenant shall continue to be in full force and effect unless an express Declaration of Termination hereof, as otherwise permitted herein, after Notice and Public Hearing by Hailey City

Council and majority vote determining the public interest would be thereby served, or alternatively after due process of law by its assign, signed and acknowledged by HAILEY, or its assign, is recorded in the official records of Blaine County, Idaho.

3.4 Death of a Community Homeowner. The terms of the deed restriction herein survive the death of a Community Homeowner. The restrictions on purchase, ownership, occupancy and transfer continue in perpetuity.

Section 4: Use & Occupancy Restrictions, Maintenance and Repair Requirements.

4.1 Owner shall use the Property as the Owner's primary place of residence. At least one Qualified Resident shall continuously occupy the property as his or her principal place of residence. For purposes of the preceding sentence, the Property shall be deemed the Owner's or Resident's primary place of residence if the Owner/Resident: (a) occupies and is physically present on and residing in the Property for not less than nine (9) months in every twelve (12) month period, (b) has not accepted employment outside of Blaine County (distinct and isolated projects outside of Blaine County not exceeding ninety (90) days in duration shall not constitute a violation of this section), (c) does not own any other real property.(d) may rent a portion of the property to a qualified resident , provided that the primary Qualified Resident still occupies the property as his or her principal place of residence. No portion of the property may ever be used for short-term or vacation rental purposes.

4.2 Owner/Resident shall not use or allow the Property to be used for any business or commercial operation without first obtaining a home occupation permit or otherwise complying with all laws, rules, regulations and permits pertaining to such activities. Owner shall not seek consent to change the zoning designation of the Property without the prior written consent of HAILEY, which consent may be granted, conditioned or withheld in HAILEY's sole and absolute discretion. Furthermore, no business or commercial operation shall be conducted on the Property which materially interferes with or precludes the Property's use and occupancy as a residence. The property shall not be used as a "recreational" or "second home".

Owner shall at all times, and at its own cost and expense, maintain, repair and/or replace in good, clean and habitable condition the Property and every part thereof, in compliance with the HOA, if any, including, without limitation, any home, building or improvement on the Property, the roof, foundation, walls, siding, trim, floors, doors and windows, all electrical, plumbing, sewer, septic and HVAC components, lines and fixtures, all appliances, equipment and systems on the Property, all paved surfaces, all landscaped areas, and any sprinkler systems and water lines, reasonable wear and tear excepted. Such work must be performed in a good and workmanlike manner. Owner shall maintain the landscaped areas of the Property in a neat, clean and healthy condition. Owner shall replace all dead, dying or diseased plants, shrubs and trees. Owner shall provide adequate watering for the landscaped areas, shall mow, trim and prune the landscaped areas as needed for a neat and presentable appearance and shall otherwise keep the Property free of harmful pests, insects and noxious weeds and plants. If Owner refuses or neglects to maintain, repair or replace the Property, or any part thereof, in accordance with this Section, according to the provisions of Sections 11 and 12, HAILEY shall have

the right, but not the obligation, to perform such maintenance, repair or replacement obligations on behalf of and for the account of Owner. In such event, any costs incurred by HAILEY shall be immediately due and payable upon receipt of an invoice therefore according to the terms of Section 12.5.

4.3 Owner shall make or cause to be made all repairs to the Property and perform or cause to be performed all work thereon so as not to permit any waste or deterioration of the Property. Upon the Sale of the Property, Owner shall remove all of Owner's belongings not sold to the Qualified Buyer and leave the Property in a good and clean condition, reasonable wear and tear excepted.

4.4 Owner shall comply with all laws, rules, regulations, and ordinances pertaining to the Property or the use or occupancy of the Property. Owner shall comply with any covenants, restrictions, rules or regulations encumbering the Property, including, without limitation, any covenants, conditions or restrictions imposed by any homeowner's association of which the Property is a part.

4.5 Any post-purchase construction on, alteration of, or change to the existing state of the Property, including the addition of a new structure, expansion of an existing structure, or the substantial alteration of existing interior or exterior improvements, including landscaping, is subject to the following conditions: (a) all costs shall be borne and paid for by the Owner; (b) all work shall be performed in a manner consistent with the highest construction standards and shall comply with all applicable laws and regulations; (c) all work shall be consistent with the permitted uses set forth in this section; (d) Owner shall furnish to HAILEY a copy of the plans for such work and all building permits for such construction at least thirty (30) days prior to such work and, upon completion, certificates of completion and evidence of lien free completion; and (e) such work shall not commence without the prior written consent of the HAILEY. Such consent may be reasonably withheld if the HAILEY determines that the value will not be increased proportionate to the amount of the proposed expenditure, or that the expenditure will make the home unaffordable for a Qualified Buyer.

Section 5: Maximum Sales Price & Maximum Rental Amount.

5.1 There is no maximum sales price or rental amount imposed by this deed restriction apart from limiting the market of Qualified Buyers, Qualified Households and Qualified Residents.

Section 6: Closing.

6.1 Except in the event of a foreclosure sale, at the closing of any Sale of the Property, subsequent to the initial sale from Declarant to a qualified purchaser, the Owner and the Qualified Buyer shall each pay one-half of all escrow fees. Ad valorem taxes and assessments, homeowner association assessments and fees, rents, and utilities shall be prorated as of the date of closing. Owner shall pay the cost to release any monetary liens or encumbrances granted or caused by Owner and all premiums for a standard owner's policy of title insurance in the amount of the purchase price.

6.2 The selling Owner shall, at closing, pay an administrative fee to HAILEY, or its assign, in an amount equal to three percent (3) of the actual sales price, which Hailey may waive at its discretion. Any debt assumed by the Qualified Buyer and the cash value of any services performed or goods delivered shall be included in determining the administrative fee payable to HAILEY. The administrative fee is earned by HAILEY during the term of Owner's ownership of the Property and helps to support HAILEY's activities in monitoring, development, and oversight of the Community Housing program in Blaine County. This fee is independent of any fees required to be paid to licensed real estate brokers or attorneys who may be engaged by Owner or the Qualified Buyer in the Sale of the Property. HAILEY may instruct the escrow company to pay the administrative fee directly to HAILEY from the selling Owner's proceeds. If FNMA or FHA financing is used, there may be an additional fee charged by HAILEY based on the amount financed. The amount of the administrative fee to be paid by the subsequent Owner shall be distributed to HAILEY for its operating account, or as otherwise agreed by Hailey, its assign, the owner and purchaser.

6.3 At Closing, the Qualified Buyer shall execute and deliver to HAILEY or its assign, an Acknowledgment of Covenant indicating Owner has read and is aware of the terms of this Covenant and agrees to be bound thereby. A Qualified Buyer's failure to execute or deliver to HAILEY or its assign, an Acknowledgment of Covenant shall not compromise, minimize or in any way affect the terms, covenants or conditions of this Covenant or HAILEY's interest herein and the Qualified Buyer shall nonetheless be bound by and subject to this Covenant.

Section 7: Insurance & Casualty.

7.0 Owner shall at all times during Owner's ownership of the Property cause the Property to be insured with Causes of Loss – Special Form (formerly known as "All Risk") property insurance in an amount not less than the full replacement cost of all improvements on the Property at the time of loss with like kind and quality. Such insurance shall be provided by a carrier admitted to engage in the business of insurance in the state of Idaho. No policy will contain a deductible or self-insured retention in excess of three percent (3%) of the Previous Sales Price unless otherwise approved by HAILEY. If requested by HAILEY, Owner shall cause HAILEY to be named as an additional insured as its interests may appear by endorsement acceptable to HAILEY and shall promptly deliver to HAILEY a copy of Owner's insurance policy in conformance with this section. If the forms of policies required by this section are superseded or no longer available, HAILEY will have the right to require other equivalent or better forms.

7.1 If the Property is damaged or destroyed, Owner shall promptly notify HAILEY in writing. Owner shall thereafter promptly make a claim on any insurance policy covering such damage or destruction. The mortgagee shall have first claim on such proceeds to the extent necessary to pay mortgage principal and any accrued interest. Owner shall thereafter have the option to either a) utilize the remaining proceeds of any insurance settlement, together with a new mortgage not to exceed the balance (except with written approval of the HAILEY) of any mortgages paid from said settlement to repair or restore the Property to its condition prior to such damage or destruction, unless Owner obtains HAILEY's prior written approval to repair or restore

the Property to some other condition or state, or b) to take such proceeds from the insurance settlement as would have been generated from a Sale per the terms of Section 5 of this Covenant (net of mortgages or other obligations paid from the proceeds from the proceeds of the insurance settlement), and assign the balance of the insurance proceeds, together with title to the Property, to the HAILEY.

Section 8: Encumbrances.

8.1 Owner shall promptly pay when due all monetary liens, taxes, assessments, and encumbrances on the Property and otherwise comply with the terms and provisions of any deed of trust, mortgage or other loan documents pertaining to the Property. Owner shall instruct all lenders and their assigns to copy HAILEY on all communications relating to any loan on the Property and within five (5) days after Owner's receipt, Owner shall provide HAILEY with copies of any written communications from any lender not delivered to HAILEY. In the event that HAILEY initiates any enforcement or default action against the Owner, the HAILEY shall, within five (5) days after commencement of such action, notify the mortgage holder of such action.

8.2 After any default, late payment, or missed payment on any loan or encumbrance on the Property, or if a nonconsensual lien is filed upon the Property, Owner shall, upon the request of HAILEY, participate in loan counseling, budgeting, financing or distressed loan services, classes or programs.

8.3 Any breach of this Covenant shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but, except as otherwise provided in Sections 8.4 and 8.5, this Covenant shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

(a) In the event of any foreclosure of a purchase money mortgage or deed of trust in a first priority position on the Property (but subject to this Covenant), such foreclosing party ("Foreclosing Party") may sell the Property through a duly called and noticed foreclosure sale to any person or entity that the foreclosing party strictly adheres to the provisions of this Section 8.4 and Section 8.5. The Foreclosing Party shall notify HAILEY in writing of any pending foreclosure concurrent with the date the trustee or beneficiary files for record the notice of default as required by Idaho Code Section 45-1505, as may be amended, or the mortgagee serves upon the mortgagor an action for foreclosure and thereafter the Foreclosing Party shall send a copy of all notices sent to the Owner to HAILEY; and

(b) Within 90 days of receiving notification of the borrower default or the property foreclosure, and upon request of HAILEY or its assigns, the Foreclosing Party shall agree to sell, transfer and convey to HAILEY the entire debt obligation owed to the Foreclosing Party and take full assignment of the debt obligation, promissory note, and other loan documentation,

including foreclosure rights, for the lesser of the Foreclosing Party's gross investment or the estimated net recovery value of the security property. Notwithstanding the aforesaid, and in order to safeguard the Community Housing program, the Owner, and the HAILEY from predatory lending practices, no obligation of mortgage principal which exceeded 100% of the Market Value, as encumbered by this Deed Restriction Covenant, of the property at the date said principal obligation was incurred shall be recoverable by any foreclosing party. HAILEY, or its assigns may, but shall not be obligated to, purchase the debt obligation for less than the amount calculated if HAILEY and the Foreclosing Party so agree.

8.4 In the event HAILEY, or its assign, does not elect to purchase the debt obligation pursuant to Section 8.3(b) and the Foreclosing Party has strictly adhered to Section 8.4, or in the event HAILEY has taken assignment of the debt obligation and is the Foreclosing Party, the Foreclosing Party may proceed with the foreclosure action and the Property may be sold to a person who is a Qualified Buyer. Proceeds, if any, from the foreclosure sale shall be distributed in accordance with this paragraph. Costs of foreclosure, including trustee services, sheriff's fees, and similar costs, and all amounts due the Foreclosing Party shall have first priority to the sale proceeds. Next, HAILEY shall be entitled to all proceeds in excess of those due the foreclosing party. amount..

8.5 If the Property is financed under the Mortgage Revenue Bond program administered by the Idaho Housing and Finance Association, the parties to this Covenant understand that various requirements of that program may be more stringent than those set forth in this Covenant and, in such case; the parties agree that those more stringent requirements shall prevail. In the event that the Buyer purchased or refinanced the property using certified United States Department of Agriculture—Rural Development (hereinafter cited as USDA RD) funds, subsidies, vouchers or other mortgage assistance products created by USDA RD, that constitute an addition to the principal amount of the original loan, then the foreclosing party may recover up to 100% of the original loan and also the additions of principal created by said USDA-RD products.

8.7 Any encumbrance other than a First Mortgage must have the prior written approval of HAILEY or its assign.

Section 9: Condemnation.

9.1 Within ten (10) days after Owner receives any notice that all or any portion of the Property is sought by condemnation, Owner shall notify HAILEY. If all or any portion of the Property is taken by eminent domain or conveyed by Owner under threat of condemnation, the then owner shall be entitled to the market value, as allowed by law, recognizing this Community Housing Deed Restriction Covenant, and the limited market of qualified households, buyers, residents, and other commercial limitations created by this Deed Restriction Covenant. .

9.2 Any assessment of damages paid by the condemning authority for the value of or damages to the Property shall be first utilized to pay the full amount of any existing mortgages,

together with any accrued interest thereon. The balance of damage payment proceeds shall be shared between Owner (and secured mortgagees) and HAILEY. The amount of the assessment payable to Owner shall be ninety seven percent (97%) and three (3%) shall be paid to HAILEY.

Section 10: Indemnity, Waiver and Release.

10.1 Owner acknowledges and agrees that HAILEY, its agents, employees and contractors, are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any qualified buyer or qualified occupant and/or with respect to any aspect, feature or condition of the property including, without limitation, the existence of hazardous waste, the suitability of the property for owner's intended use, owner's ability to sell the property or in a timely fashion or to rent the property to a qualified occupant at the maximum rental amount, for any length of time or in a timely fashion. Owner, qualified buyer and qualified occupant shall independently verify all information and reports regarding any aspect or feature of the property, an owner, a qualified buyer or a qualified occupant provided by HAILEY. HAILEY does not guaranty the accuracy of any information or reports provided by HAILEY, its agents, employees or contractors. To the fullest extent permitted by law, owner and qualified buyer release HAILEY from any and all liability relating to any aspect or condition of the property, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise. As used herein "hazardous waste" shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the federal water pollution control act, the comprehensive environmental response, compensation and liability act of 1990 and any amendments thereto, the resource conservation and recovery act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCB's, petroleum and petroleum products and urea-formaldehyde.

10.2 Owner hereby releases and shall indemnify, defend and hold harmless HAILEY, its Council, employees, and assigns from and against any and all claims, damages, liability, causes of action, judgments, expenses (including attorney fees and attorney fees on any appeal) (collectively "claims") arising from owner's use or occupancy of the property, and shall further indemnify, defend and hold HAILEY, its Council, employees and assigns harmless from and against any and all claims arising from any breach or default in the performance of any obligation on owner's part to be performed under the terms of this covenant, or arising from any act, omission or negligence of owner, or any of its agents, contractors, tenants, occupants or invitees, and from and against all claims or any action or proceeding brought thereon; and in case any action or proceeding be brought against HAILEY by reason of any such claim, owner, upon notice from HAILEY, shall defend the same at owner's expense by counsel reasonably satisfactory to HAILEY. Owner, as a material part of the consideration to HAILEY, hereby assumes all risk of damage to property or injury to persons in, upon or about the property from any cause and owner hereby waives all claims in respect thereof against HAILEY, its Council, employees and assigns except those claims solely caused by HAILEY's negligence or willful misconduct.

10.3 HAILEY shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of owner, or any occupants or invitees to the

property, or any other person in or about the property caused by or resulting from fire, steam, electricity, gas, water or rain, freezing, or leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air condition, lighting fixtures or other aspect or features of the property.

Section 11: Compliance & Default.

11.1 Annual Verification. No later than February 1st of each year, the Owner shall submit a written statement to Hailey or its assign, including the following information and stating that such information is true and correct to the best of the owner's knowledge and belief, (a) evidence to establish that the property was occupied by a Qualified Household during the prior calendar year, (b) If applicable, a copy of the lease used for the property, and list of tenants who occupied any portion of the property and evidence supporting each tenant was a Qualified Resident.

11.2 Consensual Lien; Right to Redeem. For purposes of securing the Owner's performance under this Agreement and creating in favor of the City of Hailey a right to redeem, Owner hereby grants to Hailey a consensual lien on the property. Such lien shall not have a lien amount.

11.3 Breach. Upon the expiration of thirty (30) days' (ten [10] days' for the failure to pay money) written notice from any party bound or benefited by this Covenant stating the other party has failed to perform its obligations hereunder, such party shall be deemed to be in default unless such failure to perform is cured within the thirty (30) days (ten [10] days' for the failure to pay money) period, in which case no default shall be deemed to have occurred. Notwithstanding the foregoing sentence, if such default (other than the failure to pay money) cannot be cured within the thirty (30) day period and the defaulting party is diligently working to remedy the default, the cure period shall be extended for such time as is reasonably necessary to cure the default.

11.4 Inspection. In order to ensure compliance with the provisions of this Covenant, HAILEY, by its authorized representative, may inspect the Property between the hours of 8:00 AM and 5:00 PM, Monday through Friday, or at such other time as may be agreed to by Owner and HAILEY, after providing the Owner with not less than twenty-four (24) hours' prior written notice.

11.5 Administrative Procedure. Upon receipt of a notice of default and prior to the expiration of the applicable cure period, an Owner may request in writing a hearing before the HAILEY City Council, or if assigned to the appropriate governing board, to determine the merits of the allegations. Upon HAILEY's receipt of a hearing request, the remainder of the applicable cure period shall be tolled pending the outcome of the hearing, and a hearing shall be held at the next regularly scheduled meeting of the Council or Board. If no hearing is requested in writing during such time period and the violation is not cured within the applicable period, the Owner shall be in default of this Covenant. If a hearing is held, the decision shall be final for purposes of determining if a violation has occurred.

11.6 Non-termination of Covenant. It is expressly agreed that no breach of this Covenant shall entitle any Owner, Qualified Buyer, Qualified Occupant, HAILEY or any other party affected by this Covenant to terminate this Covenant, but such limitation shall not affect in any manner any other rights or remedies which such persons or entities may have hereunder by reason of any breach of this Covenant.

Section 12: Remedies.

12.1 In the event of a default or breach of any term, covenant, warranty or provision of this Covenant, the non-defaulting party may at any time thereafter without limiting the exercise of any right or remedy at law or in equity which the non-defaulting party may have by reason of such default or breach;

- a) Seek specific performance of this Covenant;
- b) Perform any work, pay any amounts due, or complete any duties or obligations of Owner and otherwise exercise any self-help remedies;
- c) Enjoin any Sale of or proposed Sale of the Property; and
- d) Require the immediate Sale of the Property to a Qualified Buyer in accordance with section 3.2.

12.2 In the event HAILEY pays any amount payable by Owner or incurs any expense due to the default of Owner, such amount shall be immediately due and payable by Owner upon receipt of an invoice from HAILEY. Interest shall accrue from the date the invoice is received by Owner to and including the date HAILEY receives payment in full at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) twelve percent (12%) per annum. Furthermore, in the event the Owner does not pay the invoice in full within ten (10) days after receipt, HAILEY may file a lien on the Property for the amount of said expenses plus accrued interest as set forth above and such lien shall be effective upon recording in the county in which the Property is located. Upon any Sale of the Property, if the Owner has not previously paid all amounts due HAILEY, HAILEY shall be paid the amounts it is due from the sale proceeds and any escrow company or closing agent handling the transaction shall be bound to pay such amounts due as though specifically instructed by Owner and Owner agrees to and acknowledges the same. Notwithstanding the foregoing sentence, HAILEY's right to the sale proceeds shall not have priority over any lien on the Property recorded prior to any lien filed by HAILEY. In the event HAILEY does not file a lien for the amounts it is due, HAILEY's claim shall be subordinate to any recorded lien on the Property.

Section 13: Notices.

13.1 All notices given pursuant to this Covenant shall be in writing and shall be given by personal service, by United States certified mail or by United States express mail or other established express delivery service (such as Federal Express) with signature confirmation required, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below. If a notice is delivered to Owner by personal service or by United States express mail or other established express delivery service (such as Federal Express), such notice may be delivered to the

Property. If a notice must be given to a person other than one designated below or otherwise sent to Owner, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Property is located. All notices given to the appropriate party shall be sent to the address set forth below:

To Declarant:

To HAILEY: City of Hailey
 Attn. City Clerk
 115 S. Main, Ste H
 Hailey Idaho 83333

To _____

The person and address to which notices are to be given may be changed at any time by such party upon written notice to the other party. All notices given pursuant to this Covenant shall be deemed given upon receipt.

13.2 For the purpose of this Covenant , the term “receipt” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 13.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to 13.1, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

Section 14: General Provisions.

14.1 Runs with the Land; Termination. The covenants, conditions and restrictions of this Covenant shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by HAILEY, its legal representatives, successors and assigns until January 1, 2123 after which time, these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing (Notice of Termination of Covenant), signed by then Owners of the Property and has been recorded certifying that there is no successor in interest to HAILEY or any successor in interest. The termination shall be effective upon recordation of the Notice of Termination of Covenant.

14.2 In the event any party bound or affected by this Covenant initiates or defends any legal action or proceeding in any way connected with this Covenant, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys’ fees (including, without limitation, its reasonable costs and attorneys’ fees on any appeal). All such costs and attorneys’ fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or

proceeding is prosecuted to judgment.

14.3 Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or related document.

14.4 The laws of Idaho, without giving effect to its choice of law principles, govern all matters with respect to this Covenant, including all tort claims.

14.5 This Covenant shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person or entity acquiring the Property, or any portion thereof, or any interest therein, whether by merger, consolidation, dissolution, operation of law or otherwise; provided, however, that if any Owner Sells all or any portion of the Property in accordance with this Covenant, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the Property arising under this Covenant after the Sale but shall remain liable for all obligations arising under this Covenant prior to the Sale. The new Owner of the Property or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Covenant with respect to the Property or portion thereof after the date of Sale.

14.6 This Covenant may only be amended by a written agreement signed by Declarant and HAILEY that identifies itself as an amendment to this Covenant, unless at such time as Declarant is fully divested of its ownership of this unit, may be amended only at the sole and subjective discretion of the City of Hailey, without limitation as to the terms of said amendment up to and including termination.

14.7 Paragraph or section headings within this Covenant are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

The parties to this Covenant, and Owners, agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

14.8 The failure of HAILEY to insist upon strict performance of any terms, covenants or conditions of this Covenant shall not be deemed a waiver of any rights or remedies HAILEY may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any terms, covenants or conditions of this Covenant by the same or any other person or entity. A party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

CITY OF HAILEY

By: _____

Martha Burke, Mayor

DECLARANT:

By: _____

_____, Manager

STATE OF IDAHO)
) ss
County of Blaine)

On this ____ day of _____, 2023, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared _____, the manager and authorized representative of _____, an Idaho _____ company, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he executed the same on behalf of said company.

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

Name: _____
Notary Public for Idaho
Residing at _____
My commission expires _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, in the year 2023, before me, the undersigned Notary Public, personally appeared Martha Burke, known or identified to me to be the Mayor of the City of Hailey, an Idaho municipal corporation, that executed the within instrument or the person(s) who executed the instrument on behalf of said body, and acknowledged to me that such body authorized the same.

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

Name: _____
Notary Public for Idaho
Residing at _____
My commission expires _____

Exhibit "A"

Legal Description of Property

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 7-10-2023 **DEPARTMENT:** ADMIN/PW/CDD **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration of the Fiscal Year 2024 Combined General Fund, Enterprise, and Capital Fund Budgets (Hailey Municipal Budget)

AUTHORITY: ☐ ID Code 50-203 ☐ IAR _____ ☐ City Ordinance/Code (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Budget process extends over several months leading up to Budget adoption. The following schedule is underway:

Hailey Fiscal Year Ending 2024 (FY 23/24) BUDGET DEVELOPMENT TIMELINE

January 2023	City Council approves ClearGov as new cloud-based budgeting platform for Hailey. Lisa and Becky begin training
March 14-17	Treasurer distributes ClearGov tutorials and introductory material in preparation for new budget format.
Mar/Apr	Boards and Commissions discuss and develop budget goals Arts and Historic Preservation Commission Library Board Parks & Lands Board Tree Committee Joint Fire Board-if needed (May, per JPA) DIF Advisory Committee (4/3/23)
June 13	City Council meeting - Mayor's budget is presented, all funds included.
June 26	Extra meeting only if needed to develop council understanding or scheduling snafus.
July 10	Council adopts Tentative Budget for publishing Notice of Budget Hearing DIF is introduced (Noticed Public Hearing) and CIP is finalized. Ordinance adopting DIF is considered for first reading.
Aug 14	Public Hearing on Budget and 1 st Reading budget ordinance.
Aug 28	Budget Hearing continued if necessary; adoption of Appropriation Ordinance
Aug 30	Treasurer submits final budget to County Commissioners & State Tax Commission
Sept 11	2 nd or 3rd Reading Appropriation Ordinance
Sept 25	Possible 3 rd Reading Appropriation Ordinance if not read on Sept 11.
Sept 27	Appropriate Ordinance publishes – Budget adoption process is now complete!

FY 2024 MAYORS PROPOSED BUDGET

Below is the link to the Mayors Proposed Budget in ClearGov:

<https://city-hailey-id-budget-book.cleargov.com/9081>

June 13, 2023, Introduction to the Mayors Proposed Budget

The Mayor introduced her proposed FY 2024 Budget at the June 13, 2023, Council meeting. The Council did not propose any specific changes, but asked several questions:

- 1) ***Is the 3% Merit/Cost-of-Living salary increase the appropriate amount of increase across all salary ranges?*** The Council approved a salary study at the June 27, 2024, Council meeting. This salary study will inform the salary ranges, appropriate compensation as compared to similar communities, spread between job descriptions, etc. Staff suggests that this study be used to answer the questions raised by Council, and that the budget can be so amended if FY 2024 Mayor Proposed Budget based on the results of this study.
- 2) Are there “quality of life” items that can be offered to staff in the budget process that would be valuable to employees, such as shared Baldy pass? The City currently provides the following extra “quality of life” benefits:
 - a. The City offers an hour of wellness, paid for by the City, called “Wellness Wednesday”. The cost of that program is \$54,000 annually.
 - b. The City contributes \$2,500 per qualified employee annually towards our Health Reimbursement Account (HRA/VEBA). The Council increased this program in FY 2023 by \$1,000 per employee. The cost of this benefit for FY 2024 is \$166,575.
- 3) Department Heads have discussed a Baldy pass and feel generally that such a perk would not be widely used.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Adoption of balanced budget for FY 2024.

-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 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:

Motion to adopt a Tentative Not to Exceed Budget in the amount of \$23,972,425 which shall be subject to additional public hearing but shall not be exceeded and direct staff to prepare the Budget Notice for Public Hearing.

ACTION OF THE CITY COUNCIL:

“I move to adopt a Tentative Not to Exceed Budget in the amount of \$23,972,425 which shall be subject to additional public hearing but shall not be exceeded and direct staff to prepare the Budget Notice for Public Hearing.”

Date : _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): _____

Copies (AIS only)

Instrument # _____

NOTICE OF PUBLIC HEARING
PROPOSED FISCAL YEAR 2024 BUDGET and a VARIETY OF CITY FEES INCLUDING
WATER/WASTEWATER FEE INCREASES
CITY OF HAILEY, IDAHO

A public hearing, pursuant to Idaho Code 50-1002, will be held at 5:30 p.m. on Monday, August 14, 2023 for consideration of the City of Hailey's proposed budget for the fiscal year October 1st, 2023 to September 30th, 2024 and fee increases in excess of 5% on water and wastewater user fees. The hearing will be held at Hailey Town Center Meeting Room, 115 South Main Street, Hailey, Idaho, **and will be held in person as well as virtually as a remote telecommunication meeting** and in compliance with the Open Meetings Law. All interested persons are invited to appear and show cause, if any, why such budget should or should not be adopted. Copies of the proposed City budget in detail are available at Hailey City Hall during regular office hours and on the city's website. Written or oral comments about the proposed budget are invited. City Hall is accessible to persons with disabilities. The proposed FYE 2024 budget is shown below as FYE 2024 Proposed Revenues and Expenditures.

GENERAL FUND

GENERAL OPERATING REVENUE

	FYE 22 Actual	FYE 23 Budgeted	FYE 24 Proposed
General Government Taxes	\$2,949,916	\$3,041,798	\$3,178,026
Fines, Fees, and Permits	\$1,218,600	\$1,038,133	\$998,715
Franchise Fees	\$472,329	\$467,840	\$529,124
LOT, Interest, Donations, and Misc..	\$1,012,107	\$2,283,752	\$1,618,715
State Sales, Highway, & Liquor Taxes	\$2,055,109	\$2,001,323	\$2,228,617
Revenue from Leases and Contracts (incl Grants)	\$1,419,813	\$316,742	\$336,625
SUBTOTAL Operating Revenue	\$9,127,874	\$9,149,588	\$8,889,822

GENERAL FUND OPERATING EXPENSES

Account Title

	FYE 22 Actual	FYE 23 Budgeted	FYE 24 Proposed
Legislative	\$424,026	\$662,807	\$681,046
Administration	\$352,292	\$423,238	\$502,938
Community Development	\$559,090	\$716,992	\$760,702
Fire	\$664,834	\$1,427,692	\$785,114
Police	\$1,519,103	\$1,935,407	\$2,071,822
Library	\$711,255	\$812,525	\$826,402
Public Works & Engineering	\$127,562	\$190,349	\$188,448
Streets	\$1,537,512	\$2,169,193	\$2,297,021
Parks	\$478,764	\$811,386	\$776,329
SUBTOTAL Operating Expenses	\$6,374,438	\$9,149,588	\$8,889,822

GENERAL CAPITAL FUND

CAPITAL FUND EXPENSES

	FYE 22 Actual	FYE 23 Budgeted	FYE 24 Proposed
SUBTOTAL General Capital Expenses	\$538,635	\$2,550,686	\$4,910,299

GENERAL GRANT FUND

	FYE 22 Actual	FYE 23 Budgeted	FYE 24 Proposed
Revenue (ARPA and SAFER)	\$1,080,6830	\$0	\$0
Grant Expenses	\$129,705	\$0	\$0

TOTAL GOVERNMENT FUND EXPENSE BUDGETS	\$7,042,778	\$11,700,274	\$13,800,121
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ENTERPRISE FUNDS**WATER USER & BOND FUNDS**

	FYE 22 Actual	FYE 23 Budgeted	FYE 24 Proposed
Water User Revenues	\$1,678,944	\$1,905,362	\$1,965,362
Water User Fund Balance Assigned to Capital	(\$370,754)	\$1,191,776	\$1,600,330
Water Bond Revenue	\$166,282	\$151,800	\$151,800
Water Bond Expense	\$152,022	\$151,800	\$151,800
Water User Capital Expenses	\$89,933	\$1,335,600	\$1,600,600
Water User Expenses	\$1,232,517	\$1,761,538	\$1,965,092

WASTEWATER USER & BOND FUNDS

	FYE 22 Actual	FYE 23 Budgeted	FYE 24 Proposed
Wastewater User Revenues	\$1,790,978	\$1,729,324	\$2,326,000
Wastewater User Fund Balance Assigned to Capital	(\$292,468)	\$1,005,780	\$721,267
Wastewater Bond (2012,14,2023) Revenues	\$599,910	\$566,925	\$566,925
Wastewater Bond (2012,14,2023) Expenses	\$576,616	\$566,925	\$566,925
Wastewater User Capital Expenses	\$172,871	\$1,875,000	\$627,500
Wastewater User Expenses	\$1,348,933	\$2,267,171	\$2,419,767

WATER REPLACEMENT FUND

	FYE 22 Actual	FYE 23 Budgeted	FYE 24 Proposed
Water Replacement Revenue	\$689,370	\$423,120	\$398,120
Water Replacement Expenses	\$741,320	\$423,120	\$398,120

WASTEWATER REPLACEMENT FUND

	FYE 22 Actual	FYE 23 Budgeted	FYE 24 Proposed
Wastewater Replacement Revenue	\$470,169	\$1,584,560	\$126,450
Wastewater Headworks Bond Proceeds and Revenue	\$0	\$0	\$6,600,000
Wastewater Headworks Assigned to Project			(\$4,283,950)
Wastewater Replacement Expenses	\$488,990	\$1,584,560	\$342,500
Wastewater Headworks Replacement Expenses (WIP)	\$0	\$0	\$2,100,000

TOTAL ENTERPRISE FUND EXPENSE BUDGETS**\$4,803,202****\$9,965,713****\$10,172,304****TOTAL CITY BUDGET - ALL FUNDS****\$11,845,980****\$21,665,988****\$23,972,425**

Dated this 11th day of July 2023 by Becky Stokes, Hailey City Treasurer

Publication dates of said notice are August 2 and August 9, 2023, in the Idaho Mountain Express.

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